



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

WEDNESDAY, FEBRUARY 26, 2025 AT 5:00 PM

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

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Mayra Aguiluz

CITY CLERK
Jennifer E. Vasquez

MAYOR PRO TEM
Heber Marquez

CITY TREASURER
Jennifer E. Vasquez

COUNCIL MEMBERS
Eddie De La Riva
Frank Garcia
Jaime Flores

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/81710692201> 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 3:30 p.m. the day of the meeting by email to daisy.guerrero@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

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

IV. CLOSED SESSION

CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.96 -
CONFERENCE INVOLVING JOINT POWERS AGENCY HUB CITIES CONSORTIUM
DISCUSSION WILL CONCERN: CLOSED SESSION PURSUANT TO GOVERNMENT CODE §§
54956.9(D)(2) AND 54956.9(E)(1) – ANTICIPATED LITIGATION – CONFERENCE WITH
LEGAL COUNSEL – “FACTS AND CIRCUMSTANCES THAT MIGHT RESULT IN LITIGATION
AGAINST THE LOCAL AGENCY BUT WHICH THE LOCAL AGENCY BELIEVES ARE NOT YET
KNOWN TO A POTENTIAL PLAINTIFF OR PLAINTIFFS, WHICH FACTS AND
CIRCUMSTANCES NEED NOT BE DISCLOSED.” ONE (1) MATTER. NAME OF LOCAL
AGENCY REPRESENTATIVE ON JOINT POWERS AGENCY BOARD: CITY OF MAYWOOD,
COUNCIL MEMBER EDDIE DE LA RIVA

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; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

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

VII. PRESENTATIONS

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

VIII. PUBLIC HEARING

1. A PUBLIC HEARING FOR THE PROPOSED USES OF THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM YEAR 5 FUNDS AND ADOPTION OF RESOLUTION NO. 6401 APPROVING THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM YEAR 5 PROGRAM BUDGET AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR FUNDING

2. A PUBLIC HEARING TO CONSIDER ADOPTING ORDINANCE NO. 25-02, OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING BY REFERENCE THE CALIFORNIA FIRE CODE AS AMENDED AND ADOPTED BY LOS ANGELES COUNTY, SET FORTH IN TITLE 32 OF THE LOS ANGELES COUNTY CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS, AND AMENDING THE MAYWOOD MUNICIPAL CODE
3. A PUBLIC HEARING AND SECOND READING TO CONSIDER ADOPTING ORDINANCE NO. 25-03, ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), EXCEPT FOR THE FIRE CODE AS THE CITY OF MAYWOOD ADOPTS THE LOS ANGELES COUNTY FIRE CODE, AND MAKING AMENDMENTS THERETO; ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 8-01, 8-03, 8-06, 8-09, 8-12, 8-13, 8-18, 8-19, AND 8-21, OF THE MAYWOOD MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

IX. CONSENT CALENDAR

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

4. MINUTES OF THE JANUARY 7, 2025, SPECIAL CITY COUNCIL MEETING
5. MINUTES OF THE JANUARY 14, 2025, SPECIAL CITY COUNCIL MEETING
6. MINUTES OF THE JANUARY 22, 2025, REGULAR CITY COUNCIL MEETING
7. REVENUE REPORT JANUARY 2025
8. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL JANUARY 2025
9. CONSIDERATION OF ADOPTING RESOLUTION NO. 6402 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
10. SECOND READING AND CONSIDERATION TO ADOPT ORDINANCE NO. 25-01 OF THE CITY OF MAYWOOD, CALIFORNIA, AMENDING ARTICLE 8 AND ARTICLE 9 OF CHAPTER 2 OF TITLE 2 OF THE MAYWOOD MUNICIPAL CODE

TO VEST IN THE CITY MANAGER AUTHORITY TO APPOINT THE CITY CLERK
AND THE CITY TREASURER

11. CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY, OF ORDINANCE NO. 25-04, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, ADDING CHAPTER 47 (CONTRACTORS-PERMITS FOR LARGE PROJECTS) TO TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT) TO THE MAYWOOD MUNICIPAL CODE TO REQUIRE CONTRACTORS TO APPLY FOR A PERMIT FOR CERTAIN LARGE PROJECTS TO DISCLOSE LABOR VIOLATIONS"
12. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO ONYX PAVING COMPANY, INC. FOR PAVEMENT REHABILITATION PROGRAM FY 2024-2025 PROJECT NO. 6224 FOR AN AMOUNT OF \$1,123,000
13. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO YODA PAINTING, INC. FOR CITY HALL PAINTING (EXTERIOR) PROJECT, PROJECT NO. 6107 IN THE AMOUNT OF \$59,000

X. DISCUSSION/ACTION ITEMS

14. CONSIDERATION TO APPROVE RESOLUTION NO. 6403, APPROVING A LOAN AGREEMENT BY AND BETWEEN THE CITY OF MAYWOOD AND THE HUB CITIES CONSORTIUM FOR FINANCIAL ASSISTANCE
15. CONSIDERATION TO APPROVE AN EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY, THE CITY OF MAYWOOD AND THE CESAR CHAVEZ FOUNDATION
16. CONSIDERATION TO APPROVE A FIVE-YEAR LEASE AGREEMENT WITH FLOCK GROUP INC. FOR AUTOMATED LICENSE PLATE READERS (ALPR) FOR PUBLIC SAFETY TECHNOLOGY SERVICES IN AN AMOUNT NOT TO EXCEED \$61,100
17. CONSIDERATION OF APPROVING RECREATION PROGRAMMING FOR MAYWOOD RESIDENTS AT THE SOUTHEAST RIO VISTA YMCA (YMCA), IN THE AMOUNT OF \$76,380
18. FISCAL YEAR 2024-2025 MID-YEAR BUDGET REPORT AND CONSIDERATION TO APPROVE RESOLUTION NO. 6404 TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

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 Wednesday, March 26, 2025, at 6:00 p.m. in the City Council Chambers.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

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



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 1.

DATE: February 26, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: A PUBLIC HEARING FOR THE PROPOSED USES OF THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM YEAR 5 FUNDS AND ADOPTION OF RESOLUTION NO. 6401 APPROVING THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM YEAR 5 PROGRAM BUDGET AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR FUNDING

RECOMMENDATION:

Staff recommends that the City Council, after holding a public hearing, adopt Resolution No. 6401 to: 1) Approve an allocation of \$145,805.00 in Year 5 Permanent Local Housing Allocation Program Funds (PLHA) for the Shelter Beds within the Salvation Army Bell Shelter Program and PLHA Residential Rehabilitation Program; and 2) Authorize the Mayor to execute the contract for funding.

BACKGROUND:

The City is a participant of the Los Angeles County Development Authority (LACDA). LACDA implements CDBG activities for the City. In 2020, LACDA applied for a grant from the California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation (PLHA) Program. PLHA is an SB 2 funded program that provides an ongoing permanent source of funding through State Property Transfer Fees to increase affordable housing stock in California. Cities that are partners of the County through the Urban County Cooperation Agreement will be able to access the allocations for the PLHA housing program through the LACDA.

On December 3, 2024, the LACDA notified cities that the State HCD released the estimated Year 5 PLHA allocation for the County of Los Angeles. The City will receive a tentative allocation of \$145,805.00 to use for PLHA eligible activities with completion by June 30, 2028. Cities have been invited to begin planning for the Year 5 PLHA projects and submit approved City Council Resolutions for participation in the Year 5 program. There is an overall decrease in funding availability which has resulted in a decreased PLHA allocation for the City of Maywood.

City of Maywood PLHA Program Update

PLHA Year 2

The allocations for Year 1 and 2 were combined and designated as Year 2 funding in the total amount of \$655,794.00. Currently, the Shelter Beds within the Salvation Army Bell Shelter Program (\$70,794.00) and PLHA Rental Assistance Program (\$585,000.00) are on-going. The combined PLHA Year 2 funding for these two (2) programs must be expended by June 30, 2025.

A total of \$69,444.00 has been expended year-to-date for the Shelter Beds Program. The program has provided twenty-five (25) individuals with overnight shelter since Fiscal Year 2022-2023.

Additionally, \$206,208.00 has been expended on the Rental Assistance Program providing grants to eleven (11) units. Marketing and outreach for the Rental Assistance Program continue to generate a substantial amount of interest from the residents.

PLHA Year 3

The PLHA Year 3 allocation is \$402,944.00. Allocations for the City's PLHA Year 3 programs were revised several times due to changes in program eligibility and the State's Prevailing Wage compliance requirements for residential rehabilitation activities.

On June 26, 2024, the City Council approved Resolution No. 6364 to amend the PLHA Year 3 allocation to include funding for a PLHA Residential Rehabilitation Program due to the State determination that the construction work on a residential rehabilitation activity **is not** subject to State prevailing wage requirements. However, during the PLHA contract approval process, the LACDA's cap on the reprogramming of PLHA funds reached the overall limit. As a result, the City was not able to re-allocate Year 3 funds from the Shelter Beds Program and PLHA Rental Assistance Program for the PLHA Residential Rehabilitation Program. Due to this the final LACDA approval of the Year 3 allocation provides funding for the Shelter Beds within the Salvation Army Bell Shelter Program (\$70,944.00) and PLHA Rental Assistance Program (\$332,000.00). Expenditure of Year 3 funds will begin after the Year 2 funds are fully spent. The deadline for expending Year 3 funds is June 30, 2026.

PLHA Year 4

The City's PLHA Year 4 allocation is \$201,957.00. Currently, LACDA is processing the approval of the City's proposed activities allocated. The PLHA Year 4 proposed program activities include the Shelter Beds within the Salvation Army Bell Shelter Program (\$36,050.00) and PLHA Residential Rehabilitation Program (\$165,907.00). These funds will become available on July 1, 2026, and the Year 4 allocation must be expended by June 30, 2027.

DISCUSSION:

PLHA Year 5 Funding

LACDA has released information on the allocation of PLHA Year 5 funding to cities that qualify and wish to utilize the funds for current or new eligible projects and/or programs. To receive Year 5 funding, cities must have a State-approved Housing Element. It is anticipated that Year 5 funding will be available by July 1, 2027. These funds must be expended by the PLHA Year 5 deadline on June 30, 2028.

The City's PLHA Year 5 allocation is \$145,805.00. It is proposed that Year 5 funds be allocated for the continuation of the Shelter Beds within the Salvation Army Bell Shelter Program and PLHA Residential Rehabilitation Program.

Shelter Beds within the Salvation Army Bell Shelter Program

This program will address the impact of homelessness by securing access to shelter beds for the unhoused in the City of Maywood. The program has been developed in collaboration with other participating cities within the Southeast Los Angeles subregion to offer access to shelter beds. Four (4) shelter beds at the Salvation Army Bell Shelter will be made available to the unhoused from the City. PLHA funds will pay for the shared cost of the shelter beds, and City costs for personnel and PLHA program administration/reporting.

PLHA Year 5 Funding	\$40,000.00
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The Shelter Beds within the Salvation Army Bell Shelter Program meets the PLHA eligibility criteria for Activity No. 6 as follows:

Eligible Activity No. 6 - Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/ease management services that allow

people to obtain and retain housing, operating and capital costs for navigation centers and emergency centers, and new construction rehabilitation, and preservation of permanent and transitional programs using PLHA funds.

PLHA Residential Rehabilitation Program

The PLHA Residential Rehabilitation Program will provide funding for grants to low- and moderate-income homeowners for the rehabilitation of owner-occupied dwelling units. Funding will be available for necessary and eligible home improvements as well as to mitigate building and safety code deficiencies and violations. The single-family residential homeowners who qualify for this program can receive a maximum grant of \$20,000. Program guidelines for the administration and implementation of the Residential Rehabilitation Program will be developed for City Council consideration and approval. PLHA funds will be used for personnel, non-personnel, program administration, and rehabilitation construction costs.

PLHA Year 5 Funding	\$105,805.00
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The PLHA Residential Rehabilitation Program meets the PLHA eligibility criteria for Activity No. 2 as follows:

Eligible Activity No. 2 - The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120-percent of AMI, or 150-percent of AMI in high-cost areas.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The PLHA Program does not impact the City's General Fund Budget. The \$145,805.00 PLHA Year 5 funds will be allocated in the FY 2027-2028 and will be appropriately budgeted in PHLA Fund 501.

ATTACHMENT(S)

1. Resolution No. 6401 Allocation of PLHA Year 5 Program Funds
2. Year 5 PLHA Program Public Notice

RESOLUTION NO. 6401

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD
APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY
AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO SIGN A REIMBURSABLE
CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY (LACDA) ACTING ON BEHALF OF THE COUNTY**

WHEREAS, the City of Maywood desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the Los Angeles County Development Authority (LACDA) notified the City of the PLHA Year 5 allocation of \$145,805.00 to be expended by June 30, 2028; and

WHEREAS, the City authorizes the execution of a Reimbursable Contract(s) with the County of Los Angeles in order to receive said PLHA funds.

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

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

SECTION 2. The City Council approves the new allocation of PLHA Year 5 funds in the amount of \$145,805.00 to include:

Shelter Beds within the Salvation Army Bell Shelter Program	PLHA Year 5 Funding	\$ 40,000.00
PLHA Residential Rehabilitation Program	PLHA Year 5 Funding	\$105,805.00
	PLHA Year 5 TOTAL	\$145,805.00

SECTION 3. The City Council authorizes the Mayor, or his designee, to execute a contract with the County of Los Angeles in order to fund and receive the PLHA funds and also authorizes the City Manager to execute any and all other documents necessary for participation in the Los Angeles Urban County PLHA Program on behalf of the City of Maywood.

SECTION 4. The City Council authorizes the City Manager to adjust the PLHA program budget as necessary to take into account any changes to eligibility of activities, program implementation, and amounts to be expended by the PLHA Program deadlines.

SECTION 5. This Resolution shall be effective immediately upon its passage and approval.

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

PASSED, APPROVED AND ADOPTED this 26th day of February, 2025.

Mayra Aguiluz, Mayor

ATTEST:

APPROVED AS TO FORM:

Daisy Guerrero, Deputy City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Daisy Guerrero, Deputy City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6401 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 26th day of February, 2025 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Daisy Guerrero, Deputy City Clerk



CITY OF MAYWOOD NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Maywood will conduct a Public Hearing, at which time you may be heard, concerning the below-stated action. The Public Hearing will be held on Wednesday, February 26, 2025, at 6:00 p.m.; see below for participation options.

PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM Year 5 Funding

The City of Maywood will receive an estimated \$145,805 in Year 5 Permanent Local Housing Allocation (PLHA) funds. These funds will be available to the City on July 1, 2027.

PLHA is an SB 2 funded program that provides an ongoing permanent source of funding through State Property Transfer Fees to increase affordable housing stock in California. Cities that are partners of the Los Angeles County Development Authority (LACDA) through the Urban County Cooperation Agreement will be able to access the allocations for the PLHA Program.

PLHA funds may be used for a variety of activities for housing-related projects and programs that assist in addressing the unmet housing needs of the local communities in California.

PROPOSED PLHA YEAR 5 PROGRAM DESCRIPTIONS

Shelter Beds within the Salvation Army Bell Shelter Program

Proposed Allocation: \$ 40,000

This program will address the impact of homelessness by securing access to shelter beds for the unhoused in the City of Maywood. The program has been developed in collaboration with other participating cities within the Southeast Los Angeles subregion to offer access to shelter beds. Four (4) shelter beds at the Salvation Army Bell Shelter will be made available to the unhoused from the City. PLHA funds will pay for the shared cost of the shelter beds, and City costs for personnel and program administration/reporting.

PLHA Residential Rehabilitation Program

Proposed Allocation: \$105,805

The Residential Rehabilitation Program will provide funding for grants to low- and moderate-income homeowners earning up to 150 percent of AMI for the rehabilitation of owner-occupied dwelling units. The single-family residential homeowners who qualify for this program can receive a maximum grant of \$20,000. These funds will be used for necessary home improvements, as well as repairs to mitigate building and safety code deficiencies and violations. Additionally, the PLHA funds will pay for personnel, non-personnel, operating costs, and rehabilitation construction costs.

Questions regarding the Year 5 PLHA Program may be directed to City Hall at the following address:

**City of Maywood
Attn: Daisy Guerrero
4319 E. Slauson Ave.
City of Maywood, CA 90270
Email: daisy.guerrero@cityofmaywood.org**

If you want to submit a public comment before the meeting: Public comment will be accepted for the record in advance by 4:30 p.m. the day of the meeting by email to daisy.guerrero@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

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

Posted: January 24, 2025

Daisy Guerrero
Deputy City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 2.

DATE: February 26, 2025

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: A PUBLIC HEARING TO CONSIDER ADOPTING ORDINANCE NO. 25-02, OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING BY REFERENCE THE CALIFORNIA FIRE CODE AS AMENDED AND ADOPTED BY LOS ANGELES COUNTY, SET FORTH IN TITLE 32 OF THE LOS ANGELES COUNTY CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS, AND AMENDING THE MAYWOOD MUNICIPAL CODE

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing on the ordinance and thereafter move to adopt Ordinance No. 25-02, an Ordinance adopting by reference the California Fire Code as amended and adopted by Los Angeles County.

BACKGROUND:

On January 22, 2025, the City Council adopted Resolution No. 6400 and introduced Ordinance No. 25-02, an ordinance of the City of Maywood, California, adopting by reference the California Fire Code as amended and adopted by Los Angeles County, set forth in Title 32 of the Los Angeles County Code, together with certain amendments, deletions and additions, and amending the Maywood Municipal Code.

The City Clerk's Office set the public hearing date on the adoption of Ordinance No. 25-02 for February 26, 2025, at 6:00 p.m. at City Hall and advertised the public hearing according the Government Code Section 50022.3, and posted the notice at City Hall on January 27, 2025, and published it in a local newspaper on January 30, 2025, and again on February 6, 2025.

DISCUSSION:

This proposed Ordinance has been prepared to incorporate the Los Angeles County Fire Code (Title 32) as amended and aligned with the 2023 California Fire Code and the 2021 International Fire Code. The ordinance establishes rules, responsibilities, penalties for violations, and liability for costs related to fires and hazardous material incidents. Additionally, the Health and Safety Code permits cities and counties to make revisions to the provisions of the Building Standards Code, including the Fire Code, as long as a finding can be made that the amendment is reasonably necessary due to climatic, geological or topographical conditions found in the City. These findings have been provided by the County and are set forth in the executed Resolution No. 6400 attached hereto. If approved, the Ordinance will take effect 30 days after adoption.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ATTACHMENT(S)

1. PHN - Ordinance Nos. 25-02 and 25-03 Building Code and Fire Code Standards
2. Resolution No. 6400 Making Express Findings and Determinations that Modifications to the 2022 CA Fire Code are Necessary
3. Ordinance No. 25-02 Ordinance Adopting the 2023 LA County Fire Code by Reference



CITY OF MAYWOOD NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Maywood will hold two public hearings to discuss proposed amendments to the City's Building Code and Fire Code Standards. These hearings provide an opportunity for public input on the proposed changes. The public hearings are scheduled for Wednesday, February 26, 2025, at 6:00 p.m. Details on participation options are provided in this notice.

ORDINANCE NO. 25-02

AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING BY REFERENCE THE CALIFORNIA FIRE CODE AS AMENDED AND ADOPTED BY LOS ANGELES COUNTY, SET FORTH IN TITLE 32 OF THE LOS ANGELES COUNTY CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS, AND AMENDING THE MAYWOOD MUNICIPAL CODE

This proposed ordinance has been prepared to incorporate the Los Angeles County Fire Code (Title 32) as amended and aligned with the 2022 California Fire Code and the 2021 International Fire Code. The ordinance establishes rules, responsibilities, penalties for violations, and liability for costs related to fires and hazardous material incidents. The modifications address local climatic, geological, and topographical conditions, emphasizing public safety. The ordinance takes effect 30 days after adoption.

ORDINANCE NO. 25-03

AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA CITY COUNCIL ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), EXCEPT FOR THE 2022 CALIFORNIA FIRE CODE, AND MAKING AMENDMENTS THERETO; ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 8-01, 8-03, 8-06, 8-12, 8-13, 8-18, 8-19, OF THE MAYWOOD MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

This proposed ordinance has been prepared to incorporate the 2022 California Building Standards Code (excluding the California Fire Code), the 2021 International Property Maintenance Code, and other related regulations into the city's municipal code. The ordinance makes amendments for local conditions, such as requiring underground utilities for certain developments, to address geographic and climatic risks like fire hazards. It sets permit requirements, administrative processes, enforcement measures, and penalties for violations. The ordinance is exempt from CEQA under a common-sense exemption and becomes effective 30 days after adoption.

These summaries have been prepared and are scheduled to be published in accordance with Government Code Section 36933. A certified copy of the full text of Ordinance No. 25-02 and Ordinance No. 25-03 are available for public review at City Hall located at 4319 E. Slauson Avenue, Maywood. You may also request a copy to be emailed to you by contacting the City Clerk's Office at daisy.guerrero@cityofmaywood.org.

If you would like to submit a public comment before the meeting, comments will be accepted for the record until 4:30 p.m. on February 26, 2025. You may send your comment via email to daisy.guerrero@cityofmaywood.org, or, if email is not an option, you can call the City Clerk's Office at (323) 562-5714. All submitted comments will be included in the official written record but will not be read during the meeting. Alternatively, you may attend the meeting in person and provide your public comment at the scheduled time.

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

Posted: January 27, 2025

Published: January 30, 2025, and February 6, 2025

Daisy Guerrero, Deputy City Clerk
City of Maywood, California

RESOLUTION NO. 6400

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD MAKING EXPRESS FINDINGS AND DETERMINATIONS THAT MODIFICATIONS TO THE 2022 CALIFORNIA FIRE CODE ARE REASONABLY NECESSARY BECAUSE OF LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS

THE MAYWOOD CITY COUNCIL HEREBY FINDS AND RESOLVES AS FOLLOWS:

Section 1. California law requires that on January 1, 2023, all portions of the 2022 California Code of Regulations Title 24 will be effective in the City of Maywood ("City").

Section 2. Health and Safety Code Sections 17958.5, 17958.7 and 18941.5 permit local amendments to building standards adopted by the State, based upon express findings that such amendments are reasonably necessary due to local climatic, geological and/or topographical conditions.

Section 3. The City is receiving fire prevention, plan review and inspection services from the County of Los Angeles. The Los Angeles County Fire Prevention Division has recommended modifying certain parts of the 2022 California Fire Code due to local climatic, geological, or topographical conditions in the City.

Section 3. The City Council finds, determines and declares that certain amendments to the Fire Code as set forth in Exhibit A are appropriate and necessary to meet local conditions existing in the City, and this City Council further finds, determines and declares that each such change is required for the protection of the public safety and is reasonably necessary because of local, geological, or topographical conditions that exist in the City.

Section 4. The City Clerk shall certify to the adoption of the resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 22nd day of January 2025.



Mayra Aguiluz, Mayor

ATTEST:



Daisy Guerrero, Deputy City Clerk

APPROVED AS TO FORM:



Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Daisy Guerrero, Deputy City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6400 was adopted at a regular meeting of the City Council of the City of Maywood held on the 22nd day of January, 2025 by the following vote:

AYES: AGUILUZ, MARQUEZ, DE LA RIVA, FLORES, GARCIA
NOES:
ABSTAIN:
ABSENT:



Daisy Guerrero, Deputy City Clerk

EXHIBIT A
FINDINGS

EXHIBIT A

FINDINGS

FINDINGS IN SUPPORT OF ADOPTION OF MORE RESTRICTIVE BUILDING STANDARDS.

The provisions of this ordinance contain various changes, modifications, and additions to the 2022 California Fire Code. Some of those changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards adopted by the State Fire Marshal and published in the California Building Standards Code. Pursuant to Health and Safety Code Sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds and determines that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code, contained in this ordinance, which are not administrative in nature, are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles and in the Consolidated Fire Protection District of Los Angeles County ("District"). This expressed finding is supported and based upon the following more specific determinations:

CLIMATIC – The County of Los Angeles/District is located in an area subject to climatic conditions with long periods of low humidity and hot weather, combined with unpredictable seasonal high winds (Santa Ana wind conditions), resulting in increased exposure to fire risk. This combination of events creates an environment that is conducive to rapidly spreading fires. Control of such fires requires rapid response. With the time that is required to deal with potential obstacles from the wind, such as fallen trees, street lights, and utility poles, in addition to the time required to climb 75 feet vertically up flights of stairs, the ability to respond rapidly is negatively

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impacted. Additionally, there is a significant increase in the amount of wind at 60 feet above the ground. Use of aerial-type firefighting apparatus above this height would place rescue personnel at increased risk of injury. High winds will also cause burning embers to become airborne resulting in the rapid spread of a fire to nearby structures. Immediate containment of a fire is the only method by which it can be controlled during high wind conditions. In high fire severity zones, a unique combination of low humidity, strong winds, and dry vegetation exists.

GEOLOGICAL – The County of Los Angeles/District is located in the middle of the seismically active area identified as Seismic Zone 4. The viability of the public water system would be questionable at best after a major seismic event. Tall buildings would become vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of any available water to floors above the 55-foot level. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create significant physical obstacles and logistical challenges. With the probability of strong aftershocks, there exists a need to provide increased protection for anyone on upper floors.

Geological conditions created by the numerous faults will result in increased fire danger to structures, delayed Fire Department response, and unique rescue challenges. Seismic events of sufficient magnitude will cause substantial damage to structures. These damages are likely to be accompanied by a substantial number of fires that may exceed the Fire Department suppression capabilities. Accordingly, built-in fire suppression systems provide the only adequate measure to mitigate the potential hazards from and damage caused by such fires.

The County of Los Angeles/District is subject to occasional severe rainstorms. The impacts from these rainstorms are exacerbated if hillside areas have been burned by wildland fires because significant mud and debris flows can occur. Mud and debris flows can impair Fire

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Department access or delay response times if access roads are obstructed by mud or debris.

TOPOGRAPHICAL – The topographical conditions of the County of Los Angeles/District includes many mountains, hills, and canyons which tend to accelerate the periodic high-velocity winds by means of a Venturi effect. These canyon winds and the significant growth of vegetation of a combustible nature increase the fire danger. Additionally, long periods of dry, hot weather, combined with unpredictable seasonal winds (Santa Ana wind conditions) result in increased exposure to fire risk. The hillside areas have access roads that are narrow, steep, and contain many sharp curves, all of which makes timely response by large fire apparatus difficult.

The specific sections of this code that constitute more restrictive building standards are identified in the table set forth below. The more restrictive building standards contained in this code and identified in the table below shall be applicable only in those cities served by the District which have ratified the aforesaid sections in accordance with California Health and Safety Code Section 13869.

Section	Local Condition	Explanation and Findings
304.1.2 – Vegetation	Climatic and Topographical	Local amendment requiring brush clearance to maintain defensible space for fire operations that is necessary due to the unique climate and topography of the County/District to reduce risk of fire and to minimize the spreading of fire to structures.
314.4 – Vehicles	Climatic, Geological, and Topographical	Local amendment providing the fuel-amount equivalencies for indoor display of vehicles using alternative fuels and other newer technologies. Necessary due to the increased risks of fire, earthquake movement and damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

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Section	Local Condition	Explanation and Findings
316.6.1 – Structures	Climatic, Geological, and Topographical	Imposes additional requirements for the grounding of construction under high-voltage transmission lines to protect property, the public, and fire fighters responding to emergencies. Necessary due to the unique climate and topography of the County/District to reduce risk of fire, to reduce the possibility of fires being caused by downed high-voltage transmission lines, to minimize the spreading of fires that may begin under transmission lines, and to protect fire fighters responding to emergencies under transmission lines. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
321 – Artificial Combustible Vegetation	Administrative	Deletion in order to clarify that neither the State nor the District adopts this section or the sections of Chapter 8 that are referenced by it.
322.3 – Fire safety plan	Administrative	Declaratory of existing law for clarification to the code user.
322.4.1 – Limited indoor storage in containers	Climatic, Geological, and Topographical	Local amendment providing the ability for the fire code official to consider other factors affecting the safety of the placement containers used for the collection of damaged and used lithium-based batteries. These batteries have been identified as a known source of fires, especially when damaged or aged. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
326.7 – Fire protection facilities required	Climatic, Geological, and Topographical	Local amendment to require fire safety measures including but not limited to water supply, firebreaks, posting of fire watchers, access roads, restriction of activities during high fire hazard and other conditions to maintain reasonable fire safety. Necessary due to the unique climate and topography of the County/District to reduce risk of fire, to reduce the possibility of wildland fires spreading to structures, and to minimize impacts of fire. Further necessary because risk of fire is increased due to the prevalence of earthquakes

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Section	Local Condition	Explanation and Findings
		in the County/District.
326.12.2 – Chimneys	Climatic and Topographical	Local amendment to reduce the threat of fires by requiring spark arrestors on chimneys that is necessary due to the unique climate and topography of the County/District to reduce risk of fire and to minimize impacts of fire. Such spark arrestors reduce the likelihood of embers exiting a chimney and igniting a fire. These spark arrestors are required by the SFM in both CCR Title 19 and the Building Code.
326.14 – Roadway clearance	Climatic and Topographical	Local amendment requiring clearance of roadways to provide adequate access for firefighting apparatus, to create defensible space for fire operations, and to reduce the possibility of wildland fires spreading to structures. Necessary due to the unique climate and topography of the County/District.
401.10 – Fire watch procedures, 401.10.1, 401.10.2, 401.10.3, 401.10.4, 401.10.5, 401.10.6.	Climatic, Geological, and Topographical	Provides for consistency in the minimum requirements of a fire watch program. Necessary to ensure adequate response times and actions due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.1.1 – Buildings and facilities	Climatic, Geological, and Topographical	Provides for clarification regarding the determination of the fire code official for certain special circumstances. Necessary to ensure adequate response times and actions due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.1.2 – Additional access.	Climatic, Geological, and Topographical	Provides for additional access requirements necessary because of terrain, climate, or other factors that limit access. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.

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Section	Local Condition	Explanation and Findings
503.2.1 – Dimensions, 503.2.1.1, 503.2.1.2, 503.2.1.2.1, 503.2.1.2.2, 503.2.1.2.2.1, 503.2.1.2.2.2	Climatic, Geological, and Topographical	Requires unobstructed clearance to sky on fire apparatus access roads with exception for protected tree species. Necessary to prevent obstruction of access roads by tree limbs or other obstructions and thus allow for quick response times to fires and other emergencies. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Requires sufficient fire apparatus access road widths and the location of said roads in respect to buildings. Necessary because risk of fire and collapse is increased due to the prevalence of earthquakes in the County/District.
503.2.4 – Turning radius, 503.2.5 – Dead-ends, 503.2.7 – Grade	Climatic, Geological, and Topographical	Provides for more stringent width, turning radius, and grade specifications for access roads to ensure access for fire apparatus. Necessary due to unique climatic and topographical conditions that increase the risk of fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.4 – Obstruction of fire apparatus access roads	Climatic, Geological, and Topographical	Adds speed bumps and speed humps to list of prohibited obstructions to fire apparatus access roads. Speed bumps and speed humps reduce response times to fires and other emergencies because fire apparatus have to slow down to pass over them or drive around them. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.4.1 – Traffic-calming devices	Climatic, Geological, and Topographical	Requires fire code official approval to install traffic calming devices such as speed bumps and speed humps. Such devices can reduce response times to fires and other emergencies. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. This section is necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.

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503.6 – Gates	Climatic, Geological, and Topographical	Requires gates placed across fire apparatus access roads meet parameters to ensure emergency access widths and operability. Necessary due to the increased risks of fire, earthquake damage, and electrical power interruption that are consequences of the unique climatic, topographical, and geological conditions of the County/District.
503.7 – Fire apparatus access roads in recreational vehicle, mobile home, manufactured housing, sales lots, and storage lots	Climatic, Geological, and Topographical	Requires fire apparatus access roads in recreational vehicle, mobile home, manufactured housing, sales lots, and storage lots. Necessary to ensure adequate water supply and access to such locations due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.8 – Fire apparatus access roads in mobile home parks and special occupancy parks	Climatic, Geological, and Topographical	Requires additional fire apparatus access roads in mobile home parks and special occupancy parks. Necessary to ensure adequate water supply and access to such locations due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
504.5 – Rooftop barriers and parapets	Climatic, Geological, and Topographical	Provides for emergency access to and egress from the roof in the event of fire or other emergency. Necessary because of increased danger of fire in the County/District due to unique climatic, geological, and topographical conditions.
506.1 – Where required	Climatic, Geological, and Topographical	Local amendment providing for access to structures or areas where immediate access is necessary for life-saving or fire-fighting purposes. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

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507.2.2 – Water tanks	Climatic, Geological, and Topographical	Requires installation and maintenance standards for water tanks providing water for fire protection. Extends certain requirements to associated support structures and piping. Necessary due to the increased risks of fire and exposure that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These unique conditions also increase emergency response times, thereby increasing the time during which these water tank systems must remain in functional order.
507.5.10 – Draft system identification sign	Climatic, Geological, and Topographical	Provides posting of sign to notify Fire Department of draft hydrants, including those for swimming pools and spas in fire hazard severity zone. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
509.1.1 – Utility and hazardous equipment identification, 509.2 – Equipment and disconnection- means access, 509.3	Climatic, Geological, and Topographical	Provides for identification and access to the disconnection means that are required for hazardous equipment and/or energy sources serving structures, as necessary for the protection of life and for fire-fighting purposes. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
510.1 – Emergency responder communication coverage (ERCC) in new buildings	Administrative	Clarifies how the fire code official will make the determination that is required of them by the State code.
510.4.1, 510.4.1.1, 510.4.1.2, 510.4.2, 510.4.2.3, 510.5, 510.5.1,	Climatic, Geological, and Topographical	When the circumstances of a structure necessitate emergency responder communication coverage systems, this amendment specifies “critical areas” of the building, referred to in the State code, at which it is critical that emergency personnel have radio

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510.5.4, 510.6, 510.6.2 ERCC – coverage		coverage. This list of areas is built upon the list of areas that are required to be served when a wired system is installed in lieu of an emergency responder radio coverage system. Systems are required to be provided with standby power for a duration of time. Amendment also clarifies required design standards otherwise left up to determination by the fire code official. Necessary due to the increased risks of fire, earthquake movement and damage, and electrical power interruption that are consequences of the unique climatic, topographical, and geological conditions of the County/District. Further necessary due to the artificial topographical physical features of a structure or area that limit and/or interfere with emergency radio communications for first responders.
603.4 – Working space and clearances	Climatic, Geological, and Topographical	Provides for maintenance of the working clearances that are required to be maintained about electrical equipment such as electrical panels and other equipment specified by the Electrical Code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
603.4.1 – Electrical signage and labeling	Climatic, Geological, and Topographical	Provides clarification of the interpretation of this section, and reference to the related section of code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
604.4 – Emergency signs	Climatic, Geological, and Topographical	Provides guidance with local criteria that the fire code official will use in making the determination required of them by this section. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the

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		County/District. These factors also complicate response times, water needs and availability, and access.
901.6 – Inspection, testing, and maintenance	Climatic, Geological, and Topographical	Prohibits obstruction or impairment of fire protection and life safety system equipment, including initiating devices, alarm notification appliances, and annunciators. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4 – Aboveground controls and valves for water-based fire protection systems	Climatic, Geological, and Topographical	Introductory section to Sections 901.6.4.1 through 901.6.4.4. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4.1 – Signage	Climatic, Geological, and Topographical	Provides signage requirements for water-control valves to facilitate fire-fighter identification and use of said valves in an emergency. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
901.6.4.2 – Locks	Climatic, Geological, and Topographical	Provides for the security, and accessibility to proper authorities, of water-based fire protection systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4.3 – Painting identification	Climatic, Geological, and Topographical	Provides for the identification and maintenance of water-based fire protection systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic,

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		topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4.4 – Clear space	Climatic, Geological, and Topographical	Provides clearance requirements for water-control valves to facilitate fire-fighter identification and use of said valves in an emergency. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
903.2.8 – Group R	Climatic, Geological, and Topographical	Requires that fire sprinklers be installed in mobile homes and manufactured homes located outside of mobile home parks. Necessary due to the increased risks of fire and exposure that are consequences of the unique climatic, topographical, and geological conditions of the County/District.
903.2.11.7 – Occupancies in fire hazard severity zones and within the San Gabriel South face Area or Malibu–Santa Monica Mountains Area	Climatic, Geological, and Topographical	Provides an additional level of protection to occupancies in case of a fire by requiring installation of automatic fire sprinklers. Necessary because of unique climatic and topographical conditions that increase the risk of catastrophic fires in fire hazard severity zones and due to the topography that reduces response times to fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
903.4.2, 903.4.2.1 – Remote annunciator	Climatic, Geological, and Topographical	Provides for fire-fighter access to the alarm system information/status where necessary due to otherwise being inaccessible or inapparent. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

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904.1.1 – Certification of service personnel for fire-extinguishing Equipment	Administrative	Clarification to the code user that neither the Consolidated Fire Protection District of Los Angeles County, nor the State of California adopt this section.
904.3.5 – Monitoring	Climatic, Geological, and Topographical	Requires monitoring of all automatic fire-extinguishing systems when a sprinkler monitoring system is otherwise required. Necessary due to the increased risks of fire and exposure that are consequences of the unique climatic, topographical, and geological conditions of the County/District.
905.2.1 – Class I standpipes	Climatic	Construction and installation requirements for Class I standpipes to ensure adequate fire protection systems and water supply due to fires in the hot and windy climate of the County/District.
905.4 – Location of Class I standpipe hose connections, 905.4.3	Climatic	Installation/Regulation of Fire Protection System to ensure proper location of hose connection to control fires in the hot and windy climate of the County/District.
905.5.3 – Class II system 1½-inch hose	Climatic	Installation and regulation of interior wet standpipes to ensure adequate fire protection system due to fires in the hot and windy climate of the County/District.
905.9 – Riser shutoff valve supervision and drain	Climatic	Additional requirements to fire protection system for testing, maintenance, and operation. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
905.13 – Standpipe diameter	Climatic	Size requirements for Class III standpipes to ensure adequate fire protection system. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
910.2 – Where required	Climatic and geological	Requires smoke and heat removal for buildings. Necessary to increase ability of fire fighters to respond to, and fight, fires in buildings. Necessary because of increased danger of fire in

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		the County/District due to hot and windy conditions and the prevalence of earthquakes in the County/District.
910.2.3 – Group S-2	Climatic, Geological, and Topographical	Requires smoke and heat removal for basement-level parking garages. Necessary to increase ability of fire fighters to respond to fires in parking garages. Necessary due to the increased risks of fire and earthquake damage that are consequences of the unique climatic, topographical, and geological conditions of the County/District. Further necessary due to the artificial topographical physical features of a structure or area that limit and/or interfere with the ability of emergency responders to protect life, property, and the environment.
910.3 – Smoke and heat vent design and installation. 910.3.2, 910.3.4, 910.3.4.1, 910.3.4.2, 910.3.4.2.1, 910.3.4.2.2, 910.3.4.3 910.3.5	Climatic, Geological, and Topographical	Requirements for smoke and heat vents in buildings. Necessary due to the increased risks of fire and earthquake damage that are consequences of the unique climatic, topographical, and geological conditions of the County/District. Further necessary due to the artificial topographical physical features of a structure or area that limit and/or interfere with the ability of emergency responders to protect life, property, and the environment.
910.4.3, 910.4.4 – Mechanical smoke removal systems	Geological	Requirements for smoke and heat vents and mechanical smoke removal systems in buildings. Necessary because of increased danger of fire in the County/District due to seismic concerns with potential water supply issues.
912.2 – Location	Geological and Topographical	Requires that more than one fire department connection may be required. Necessary due to natural and artificial local topography, and the effects of seismic activity that could limit and/or interfere with the ability of emergency responders to access certain locations.

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912.2.1 – Visible location	Climatic, Topographical, Geological	Requires fire department connections to be located within 150 feet of a public fire hydrant and at a safe distance from the building. Necessary because of increased danger of fire in the County/District due to hot and windy conditions. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
912.7 – Inspection, testing and maintenance	Climatic, Geological, and Topographical	Clarifies where provisions for signage, painting, hose threads, physical protection, and clear space, for fire department connections, shall apply. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
912.8 – Identification — paint color	Climatic, Topographical	Requires red paint on fire department connections subject to rust or corrosion to identify them to fire fighters and protect from the elements. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
912.9 – Breakable caps or plugs	Climatic, Topographical	Requires breakable caps or plugs for fire hose couplings to protect them from the elements and to ensure easy access to the fire department connection during fires. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
914.9.1 – Spray booths	Climatic	Requires spray booths to have automatic fire sprinkler system protection under specified conditions. Necessary because of increased danger of fire in the County/District due to hot and windy conditions. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
1032.4 – Exit signs, 1032.4.1, 1032.4.2, 1032.4.3	Climatic, Geological, and Topographical	Requirements for minimum exit signage maintenance, including a bringing-to-one-location of existing CA requirements scattered about the code and/or providing reference thereto. Addresses warnings against elevator use in an emergency, and stairway access. Necessary to ensure proper notice and evacuation in case of fire or other emergency. Necessary because of

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		increased danger of fire in the County/District due to hot and windy conditions. Further necessary because risk of fire and need for evacuation is increased due to the prevalence of earthquakes in the County/District.
1103.11 – Fire department access	Climatic, Geological, and Topographical	Clarifies where provisions for fire department access apply, including reference to a related section of the code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1203.2.3 – Emergency responder communication coverage systems.	Climatic, Geological, and Topographical	Maintains current level of safety by maintaining current standby-power capacity duration for emergency responder communication coverage systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1203.2.5 – Exhaust ventilation	Climatic, Geological, and Topographical	Maintains current level of safety by maintaining current standby-power capacity duration for electrical energy storage system mechanical exhaust ventilation systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

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1203.2.7 – Gas detection systems	Climatic, Geological, and Topographical	Corrects reference number for section addressing exhaust ventilation for electrical energy storage systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1204.4 – Grounding	Climatic, Geological, and Topographical	Clarifies when grounding will be required of portable generators. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1205.2 – Access and pathway	Climatic, Geological, and Topographical	Clarifies that exceptions to access and pathway requirements may not negate the ability of occupants to reliably identify escape and rescue pathways and avoid electrified components therein. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1205.4 – Buildings with rapid shutdown	Climatic, Geological, and Topographical	Provides reference to the related section of code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

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1205.5.1 – Vegetation control	Climatic, Geological, and Topographical	Clarifies where this maintenance provision applies. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1206.10 – Manual shutoff	Climatic, Geological, and Topographical	Provides reference to the related section of code, and harmonizes this section thereto. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.1.2 – Permits, 1207.1.3, 1207.1.4, 1207.1.4.1, 1207.1.4.2, 1207.1.5, 1207.1.7	Climatic, Geological, and Topographical	Require approved permitting for electrical energy storage systems (ESS), including criteria/clarification regarding hazard mitigation analysis and special approvals beyond what the code allows by default. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.3.4, 1207.3.4.1, 1207.3.5	Climatic, Geological, and Topographical	Specifies design and installation requirements for electrical energy storage systems (ESS). Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.4 – General installation requirements, 1207.4.1, 1207.4.2, 1207.4.7,	Climatic, Geological, and Topographical	Specifies/clarifies location, separation, and signage requirements for electrical energy storage systems (ESS). Provides clarification and reference to other code requirements already applicable to these installations. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are

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1207.4.8 – Signage		consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, responding resources, water needs and availability, and access.
1207.5.2, 1207.5.8, Table 1207.7, 1207.7.1, 1207.7.2, 1207.7.3, 1207.7.4, 1207.8.3, 1207.8.4	Climatic, Geological, and Topographical	Specifies/clarifies location and separation requirements for electrical energy storage systems (ESS). Maintains preexisting safety levels. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.4.13, 1207.5.4 – Fire detection, 1207.6.1.1, 1207.6.1.2, 1207.6.1.2.1, 1207.6.1.2.2, 1207.6.1.2.3, 1207.6.1.2.4	Climatic, Geological, and Topographical	Specifies requirements for fire-extinguishing systems, ventilation, standby power, gas detection, explosion control, and the ability to release energy, for electrical energy storage systems (ESS). Includes references to the code sections regarding fire department connections and hydrants. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
Table 1207.6, 1207.6.1.1– 1207.6.1.2.4	Climatic, Geological, and Topographical	Specifies design and installation requirements for various battery technologies used in electrical energy storage systems (ESS). Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.6.3 – Explosion control	Administrative	Corrects typo to reference therein to a section within Chapter 1, which was reorganized in 2021/2022.
1207.4.6 – Combustible storage,	Climatic, Geological, and Topographical	Clarifies that combustible storage within ESS cabinets and enclosures is not allowed, and that vegetation maintenance (operational)

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1207.5.7 – Vegetation		requirements for electrical energy storage systems (ESS) apply to both new and existing installations. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.9.4, 1207.9.5	Climatic, Geological, and Topographical	Addresses special installations of battery energy storage systems (ESS), including those on rooftops and in parking garages. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
Table 1207.10, 1207.10.6, 1207.10.7.2, 1207.10.7.3, 1207.10.7.6	Climatic, Geological, and Topographical	Addresses mobile versions of electrical energy storage system (ESS) installations. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.11, 1207.11.1, 1207.11.2.1, 1207.11.3, 1207.11.3.1, 1207.11.4, 1207.11.5.1, 1207.11.6, 1207.11.7, 1207.11.7.1, Figure 1207.11.7.1, 1207.11.7.2, 1207.11.7.3, 1207.11.7.4, 1207.11.7.4.1,	Climatic, Geological, and Topographical	Addresses installations of battery energy storage systems in Group R-3 and R-4 occupancies. Maintains and clarifies standing requirements in the jurisdiction in order to maintain minimum levels of safety regarding explosion, fire, and toxic gas hazards, both for the property in question and that of neighboring properties. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, responding resources, water needs and availability, and access.

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1207.11.7.4.2, 1207.11.8		
2007.9 – Emergency Helicopter Landing Facility (EHLF), 2007.9.1	Climatic and Topographical	Provides for public safety by an evacuation/landing area on high-rise buildings and the maintenance thereof. Necessary due to large number of high-rise buildings in the County/District and difficulty in evacuating high-rise buildings, and getting resources thereto, in case of fire or other emergency.
2007.10 – Ground-based helicopter facilities, 2007.10.1 – Surface	Climatic, Geological, and Topographical	Provides design standards for helistops and heliports, primarily for establishment in fire hazard severity zones, to enable helicopters and associated water tenders and support equipment to safely operate to conduct operations to combat fires and render other services in those areas. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County/District. Further necessary due to the increased risks of earthquake damage that complicate response times, water needs and availability, and access.
2007.10.2 – Hydrant	Climatic; Topographical	Requires a hydrant next to helistops and heliports, especially in fire hazard severity zones, to enable helicopters to fill their tanks to facilitate water drops on wildland fires in those areas, and for response to aviation accidents. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County/District.
2007.10.3 – Access	Climatic; Topographical	Adopts requirements for fire apparatus access to helistops and heliports, especially in fire hazard severity zones, to enable support equipment and apparatus associated with helicopter operations to combat fires and render other services in those areas. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County/District.

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2007.11 – Maintenance, 2007.11.1 – Fire Department permit required	Climatic, Geological, and Topographical	Requires maintenance of the safe and necessary functionality of a new or existing helicopter facility intended to some extent for emergency Fire Department use. Where such functionality or availability is impaired, a permit and/or notification is required. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for fire apparatus to gain access to portions of the County/District, including for patient care.
2203.3 – Dust-collection systems	Climatic, Geological, and Topographical	Clarifies applicability of this provision, corrects reference error by the State, and maintains the required interlock provision. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
2203.4.2 – Static electricity	Climatic, Geological, and Topographical	Maintains the requirement for permanent grounding or bonding in accordance with approved standards. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
2404.4 – Fire protection	Climatic	Provides for spray booths to be equipped with automatic fire sprinklers. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
2504.6, 2507.2 – Fruit and crop-ripening	Climatic and Geological	Provides requirements for fruit and crop ripening operations to prevent ignition of ethylene gas and reduce risk of fire and explosion. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and to reduce risk of fires and explosion from earthquakes.
3104.5 – Helicopter	Climatic, Geological, and	Provides notice within the section concerning tents and temporary membrane structures that

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landing facilities	Topographical	consideration must be given to nearby helicopter landing facilities so as not to interfere with their safe and necessary functionality. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
3107.15.2.1 – Quantity limit	Climatic, Geological, and Topographical	Harmonizes the code by providing reference to the related section of the code. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
3107.18 – Combustible vegetation	Climatic and Topographic	Increased clearance requirements for combustible vegetation near tents and membrane structures. Necessary to increase fire and life safety around such structures and to create defensible space. Necessary because of fire risk due to climate and unique topography of the County/District.
Table 3206.2	Climatic and Geological	Removes an exception for smoke and heat removal in high-piled combustible storage. Necessary because of unique climatic conditions that increase the risk of fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
3305.5.2.1 – Duties	Climatic, Geological, and Topographical	Harmonizes this new provision to the other longstanding requirements for fire watch within the code. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
3505.9 – Flashback prevention	Geological	Requires protective devices to be installed on fuel gas and oxygen lines to increase safety and reduce risk of explosion and fire. Necessary because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.

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4801.3 – Definitions	Climatic, Geological, and Topographical	Clarifies the interpretation of the code for the code user. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4902.1 – General	Climatic, Geological, and Topographical	Provides definitions by which to clarify the interpretation of the code for the code user. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4906.2 – Application	Climatic, Geological, and Topographical	Serves to clarify the interpretation of the code for the code user. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4906.3 – Landscape Plans, 4906.3.1 – Contents	Climatic, Geological, and Topographical	Original content is being moved to become subsections of 4906.3, and these sections are being utilized to explain the administrative procedures for fuel modification plans in fire hazard severity zones within the jurisdiction. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4906.3.2 – Penalties, 4906.3.3 – Appeals, 4906.3.4 Fuel modification plan review fee schedule	Administrative	Provide administrative procedures regarding the fuel modification plan process.

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4906.3.5, 4906.3.5.1, 4906.4, 4906.4.1, 4906.4.2, 4906.4.2.1	Administrative	Renumbering of code sections for harmonization with longstanding local provisions within which these processes (newly described by new State language) have and will continue to take place.
4907.3 – Requirements	Administrative	Provides reference to other applicable codes; declaratory of existing law.
4907.3 – Requirements	Climatic and Topographical	Local amendment providing notice of preexisting requirement that defensible space shall also comply with vegetation clearance requirements elsewhere in the Fire Code (e.g., for LPG tanks, PV, and ESS), as well as specifically within Chapter 3 of this code. Necessary due to the unique climate and topography of the County/District to reduce risk of fire and to minimize impacts of fire in Fire Hazard Severity Zone.
5003.11.3.8 – Floors	Climatic and Geological	Creates requirements for floors in buildings where hazardous materials are used or stored. Necessary to increase fire and life safety and to minimize fire danger from hazardous materials. Necessary because risk of fire and spillage of hazardous materials is increased due to the prevalence of earthquakes in the County/District.
5704.2.8.3 – Secondary containment	Geological	Requires secondary containment of flammable and combustible liquids that are necessary to increase fire and life safety and to prevent fires involving flammable and combustible liquids from spreading. Necessary because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.2.8.16.1 – System requirements	Climatic and Geological	Requires foam deluge system. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.

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5704.2.9.1.1 – Required foam fire protection systems	Geological and Climatic	Requires all existing aboveground tanks exceeding 1,500 square feet of liquid surface area used for the storage of Class I or Class II flammable liquids to be provided with foam fire protection. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.2.9.6.1.3 – Location of tanks for boil over liquids	Geological and Climatic	Provides for additional spacing between tanks to reduce fire danger and help prevent fire from spreading to adjacent tanks. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.3.7.6 – Construction	Geological and Climatic	Construction and fire access requirements for liquid storage rooms. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of explosion or container failure is increased due to the prevalence of earthquakes in the County/District.
5706.5.1.1 – Location	Geological and Climatic	Provides increased distances for bulk transfer and process transfer operations so that they are farther away from the public and other buildings. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5706.5.1.19 – Liquid transfer	Geological and Climatic	Class I, II, or III liquids shall be transferred from a tank vehicle or tank car only into an approved atmospheric tank or approved portable tank. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.

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6104.4 – Multiple LP-gas container installations	Geological and Climatic	Requirements for LP-gas storage tank distances. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
Chapter 81 – Automobile wrecking yards 8104 – Fire apparatus access roads 8106 – Housekeeping 8108 – Tires 8110.4 – Batteries	Climatic, Geological, and Topographical	Creates requirements for fire access roads and storage requirements for tire storage in automobile wrecking yards to enable fire apparatus and fire fighters to gain access to fight fires and respond to emergencies. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
Chapter 82 – Infractions	Administrative	Lists the violations deemed to be infractions rather than the standard misdemeanor required by the provisions of Chapter 1.
Chapter 83 – Consolidated Fire Protection District Of Los Angeles County Fire Code	Administrative	Declaration of this code as the Fire Code for the Consolidated Fire Protection District of Los Angeles County ("District").
Appendix B, Section B105.1 – One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses	Topographical and Climatic	Provides for increased minimum fire-flow in fire hazard severity zones to allow for more water to be available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix B, Section B105.5 – Land subdivision projects	Topographical and Climatic	Provides for increased fire-flow for subdivisions of certain undeveloped land due to the undetermined building size and type of construction to allow for sufficient water to be available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.

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Appendix C, Section C102.2 – Location on street	Topographical and Climatic	Provides for hydrant spacing on streets to ensure hydrants are accessible to fire fighters. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix C, Section C105.2 – One- and two- family dwellings, and Group R-3 buildings	Topographical and Climatic	Provides for hydrant spacing to ensure that water is available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix C, Section C105.3 - Buildings other than one- and two-family dwellings, and Group R-3 buildings	Topographical and Climatic	Provides for hydrant spacing for buildings other than one- and two-family dwellings, and Group R-3 buildings to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix C, Section C105.4 – Cul-de-sac hydrant location	Topographical and Climatic	Provides for hydrant spacing for cul-de-sacs to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix C, Section C106 - On-site hydrants	Topographical and Climatic	Provides requirements for on-site hydrants to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix O, Section O103 – General requirements	Topographical, Geographic, and Climatic	Provides various design and location requirements for temporary haunted houses, ghost walks, and similar amusement uses where the means of egress are not apparent due to decorative materials, confusing sounds, and/or visual effects. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions and the prevalence of earthquakes in the County/District.
Appendix PP – Local Agency Very High Fire	Administrative	Portion of ordinance serving to fulfill the Statutory requirements of the County/District per California Government Code Sections 51175 through

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Hazard Severity Zones		51189. Recognizes the authorities of the State to impose Fire Hazard Severity Zone designations and of individual cities to expand upon them within the parameters defined by State statute. Also serves to define the "Malibu-Santa Monica Mountains Area" and the "San Gabriel Mountains South face Area" for the sprinkler provisions therein, as described in Chapter 9.
Appendix QQ – Los Angeles County Fire-Code Fee Schedule	Administrative	Provides the code user with the Fire Department fee schedule, specifically for the services provided by the Fire Department in accordance with the Fire Code.
Appendix RR – Rifle Range	Topographical and Climatic	Provides the basic fire- and life-safety requirements for the operation of rifle ranges. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.

ORDINANCE NO. 25-02

AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING BY REFERENCE THE CALIFORNIA FIRE CODE AS AMENDED AND ADOPTED BY LOS ANGELES COUNTY, SET FORTH IN TITLE 32 OF THE LOS ANGELES COUNTY CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS, AND AMENDING THE MAYWOOD MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

Section 1. A new Chapter 5 (Fire Code) is hereby added to Title 8 (Building Regulations) of the Maywood Municipal Code to read as follows:

“CHAPTER 5 FIRE CODE

- 8-5.01. Adoption of Fire Code.**
- 8-5.02. Violations.**
- 8-5.03. Responsibility.**

8-5.01. Adoption of Fire Code.

A. Except as hereinafter provided in this Chapter, the City hereby adopts by reference that certain fire code known and designated as the Los Angeles County Fire Code, Title 32 of the Los Angeles County Code, including all appendices, as adopted by the County of Los Angeles and in effect March 2, 2023, incorporating the 2022 California Fire Code (Part 9 of Title 24 of the California Code of Regulations), including all changes made by the County of Los Angeles, and such Code shall be and become the fire code of the City of Maywood (“Fire Code”).

B. A copy of Title 32 of the Los Angeles County Code, along with a copy of the California Fire Code, 2022 Edition, and the 2021 Edition of the International Fire Code, have been deposited in the office of the City Clerk of the City of Maywood and shall be at all times maintained by the Clerk for use and examination by the public.

8-5.02. Violations.

A. Every person violating any provision of the Fire Code or of any permit or license granted hereunder, or any rule, regulation or policy promulgated pursuant hereto, is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day a violation occurs shall constitute a separate offense.

B. For every violation determined to be an infraction under the Fire Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

8-5.03. Responsibility.

Any person who personally or through another willfully, negligently, or in violation of law sets a fire, allows a fire to be set, or allows a fire kindled or attended by such person to escape from his or her control, allows any hazardous material to be handled, stored or transported in a manner not in accordance with nationally recognized standards, allows any hazardous material to escape from his or her control, neglects to properly comply with any written notice of the chief, or willfully or negligently allows the continuation of a violation of the Fire Code and amendments thereto is liable for the expense of fighting the fire or for the expenses incurred during a hazardous materials incident, and such expense shall be a charge against that person. Such charge shall constitute a debt of such person and is collectible by the public agency incurring such expenses in the same manner as in the case of an obligation under a contract, expressed or implied."

Section 2. The City Council hereby finds that the modifications to the 2022 California Fire Code as adopted by the County of Los Angeles and the City of Maywood, are reasonably necessary because of the local climatic, geological, and topographical conditions as set forth in Resolution No. 6400, on file in the office of the City Clerk and incorporated herein by reference.

Section 3. To the extent the provisions of this Ordinance are substantially the same as previous provisions of the Maywood Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

Section 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 5. Effective Date of Ordinance. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

Section 6. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED, this 26th day of February, 2025.

Mayra Aguiluz, Mayor

ATTEST:

Daisy Guerrero, Deputy City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Daisy Guerrero, Deputy City Clerk of the City of Maywood, do hereby certify that the foregoing Ordinance No. 25-02 was adopted at a regular meeting of the City Council of the City of Maywood held on the 26th day of February, 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Daisy Guerrero, Deputy City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: February 26, 2025

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: A PUBLIC HEARING AND SECOND READING TO CONSIDER ADOPTING ORDINANCE NO. 25-03, ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), EXCEPT FOR THE FIRE CODE AS THE CITY OF MAYWOOD ADOPTS THE LOS ANGELES COUNTY FIRE CODE, AND MAKING AMENDMENTS THERETO; ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 8-01, 8-03, 8-06, 8-09, 8-12, 8-13, 8-18, 8-19, AND 8-21, OF THE MAYWOOD MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing on the ordinance and thereafter move to adopt Ordinance No. 25-03, an ordinance of the City of Maywood, California, an Ordinance of the City of Maywood, California, City Council adopting by reference the 2022 Edition of the California Building Standards Code (cCalifornia Code of Regulations, title 24), except for the 2022 California Fire Code, and making amendments thereto; adoption of the 2021 International Property Maintenance Code; amending chapter 8-01, 8-03, 8-06, 8-12, 8-13, 8-18, 8-19, of the Maywood Municipal Code; and finding the action exempt from the California Environmental Quality Act (CEQA) pursuant to the common sense exemption of CEQA Guidelines Section 15061(b)(3).

BACKGROUND:

On January 22, 2025, the City Council introduced Ordinance No. 25-03, an ordinance of the City of Maywood, California, an Ordinance of the City of Maywood, California, City Council adopting by reference the 2022 Edition of the California Building Standards Code (cCalifornia Code of Regulations, title 24), except for the 2022 California Fire Code, and making amendments thereto; adoption of the 2021 International Property Maintenance Code; amending chapter 8-01, 8-03, 8-06, 8-12, 8-13, 8-18, 8-19, of the Maywood Municipal Code; and finding the action exempt from the California Environmental Quality Act (CEQA) pursuant to the common sense exemption of CEQA Guidelines Section 15061(b)(3).

The City Clerk's Office set the public hearing date on the adoption of Ordinance No. 25-03 for February 26, 2025, at 6:00 p.m. at City Hall and advertised the public hearing according the Government Code Section 50022.3, and posted the notice at City Hall on January 27, 2025, and published it in a local newspaper on January 30, 2025, and again on February 6, 2025.

DISCUSSION:

This proposed Ordinance was prepared to incorporate the 2022 California Building Standards Code (excluding the California Fire Code), the 2021 International Property Maintenance Code, and other related regulations into the city's municipal code. The ordinance makes amendments to local conditions, such as requiring underground utilities for certain developments, to address geographic and climatic risks like fire hazards. It sets permit requirements, administrative processes, enforcement measures, and penalties for violations. The ordinance is exempt from CEQA under a common-sense exemption and, if approved, will become effective 30 days after adoption.

Should the City Council fail to adopt this Ordinance after the public hearing, the provisions of the 2022 California Building Standards Code will still apply, just without the amendments to deal with local climatic and seismic issues. Additionally, the International Property Maintenance Code will not be adopted. Chapter 15.08, which adopted the state housing law regulations by reference, is being repealed as the provisions apply regardless of adoption by the City.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ATTACHMENT(S)

1. PHN - Ordinance Nos. 25-02 and 25-03 Building Code and Fire Code Standards
2. Ordinance No. 25-03 Building Standards Code Adoption w Findings



CITY OF MAYWOOD NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Maywood will hold two public hearings to discuss proposed amendments to the City's Building Code and Fire Code Standards. These hearings provide an opportunity for public input on the proposed changes. The public hearings are scheduled for Wednesday, February 26, 2025, at 6:00 p.m. Details on participation options are provided in this notice.

ORDINANCE NO. 25-02

AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING BY REFERENCE THE CALIFORNIA FIRE CODE AS AMENDED AND ADOPTED BY LOS ANGELES COUNTY, SET FORTH IN TITLE 32 OF THE LOS ANGELES COUNTY CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS, AND AMENDING THE MAYWOOD MUNICIPAL CODE

This proposed ordinance has been prepared to incorporate the Los Angeles County Fire Code (Title 32) as amended and aligned with the 2022 California Fire Code and the 2021 International Fire Code. The ordinance establishes rules, responsibilities, penalties for violations, and liability for costs related to fires and hazardous material incidents. The modifications address local climatic, geological, and topographical conditions, emphasizing public safety. The ordinance takes effect 30 days after adoption.

ORDINANCE NO. 25-03

AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA CITY COUNCIL ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), EXCEPT FOR THE 2022 CALIFORNIA FIRE CODE, AND MAKING AMENDMENTS THERETO; ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 8-01, 8-03, 8-06, 8-12, 8-13, 8-18, 8-19, OF THE MAYWOOD MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

This proposed ordinance has been prepared to incorporate the 2022 California Building Standards Code (excluding the California Fire Code), the 2021 International Property Maintenance Code, and other related regulations into the city's municipal code. The ordinance makes amendments for local conditions, such as requiring underground utilities for certain developments, to address geographic and climatic risks like fire hazards. It sets permit requirements, administrative processes, enforcement measures, and penalties for violations. The ordinance is exempt from CEQA under a common-sense exemption and becomes effective 30 days after adoption.

These summaries have been prepared and are scheduled to be published in accordance with Government Code Section 36933. A certified copy of the full text of Ordinance No. 25-02 and Ordinance No. 25-03 are available for public review at City Hall located at 4319 E. Slauson Avenue, Maywood. You may also request a copy to be emailed to you by contacting the City Clerk's Office at daisy.guerrero@cityofmaywood.org.

If you would like to submit a public comment before the meeting, comments will be accepted for the record until 4:30 p.m. on February 26, 2025. You may send your comment via email to daisy.guerrero@cityofmaywood.org, or, if email is not an option, you can call the City Clerk's Office at (323) 562-5714. All submitted comments will be included in the official written record but will not be read during the meeting. Alternatively, you may attend the meeting in person and provide your public comment at the scheduled time.

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

Posted: January 27, 2025

Published: January 30, 2025, and February 6, 2025

Daisy Guerrero, Deputy City Clerk
City of Maywood, California

ORDINANCE NO. 25-03

AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA CITY COUNCIL ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), EXCEPT FOR THE 2022 CALIFORNIA FIRE CODE, AND MAKING AMENDMENTS THERETO; ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 8-01, 8-03, 8-06, 8-12, 8-13, 8-18, 8-19, OF THE MAYWOOD MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

WHEREAS, in July 2022, the California Building Standards Commission adopted the 2022 Edition of the California Building Standards Code ("CBSC"), effective January 1, 2023 and codified in Title 24 of the California Code of Regulations ("CCR"); and

WHEREAS, the CBSC consists of building standards that regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, electrical systems, plumbing, mechanical systems, and maintenance of all buildings in the state and includes the California Building Code (CCR, Title 24, Part 2); the California Residential Code (CCR, Title 24, Part 2.5); the California Electrical Code (CCR, Title 24, Part 3); the California Mechanical Code (CCR, Title 24, Part 4); the California Plumbing Code (CCR, Title 24, Part 5); the California Energy Code (CCR, Title 24, Part 6); the California Existing Building Code (CCR, Title 24, Part 10); and the California Green Building Standards Code (CCR, Title 24, Part 11); and

WHEREAS, pursuant to California Government Code Section 50022.2, the City of Maywood ("City") may adopt the 2022 Edition of the CBSC by reference; and

WHEREAS, pursuant to sections 17958.7 and 18941.5 of the California Health & Safety Code, the City may adopt local amendments to the CBSC determined by the City Council to be reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, the City desires to adopt the 2022 edition of the CBSC with local amendments to provide for the issuance of permits and the collection of fees, to provide adequate remedies for code violations, to establish administrative

procedures consistent with City protocols, and to ensure that the state standards are reasonably tailored to local conditions; and

WHEREAS, based on the foregoing, the City Council of the City of Maywood does hereby find that except as otherwise provided in Exhibit A, the proposed amendments to the 2022 Edition of the CBSC are limited to administrative or procedural clarifications of the CBSC and the other codes adopted by this Ordinance (“Codes”) and concern themselves with subjects that either are not covered by the Codes or are reasonably necessary to effectively implement the Codes. Therefore, for those provisions, express findings of unique local conditions are not required.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD
DOES ORDAIN AS FOLLOWS:**

SECTION 1. Chapter 1 (Building Code) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

“8-1.01 California Building Code Adopted by Reference.

A. Except as hereinafter provided, the California Building Code, 2022 Edition (Part 2, Title 24, California Code of Regulations) including Appendices F, I and J is hereby adopted by reference as the Building Code for the City of Maywood (“Building Code”).

B. Not less than one copy of said 2022 California Building Code together with any and all amendments thereto proposed by the City of Maywood, shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Building Code is in force.

8-1.02 - Amendments: Section 109.2 Schedule of permit fees.

Section 109.2 of the Building Code is hereby amended to read as follows:

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the City Council. The fee schedules adopted by the City Council shall apply to fees arising under the building code, except where a different fee has been adopted by resolution of the city council.

Sec. 109.2.1 Plan Checking Fees. A plan-checking fee, as established by resolution adopted or amended by the City Council, shall be paid to the City at the time of submitting plans and specifications for plan checking. Where plans are incomplete or changed so as to require additional plan checking, an additional plan-checking fee shall be charged at a rate established by the Building Official.

8-1.03 - Amendments: Section 109.4 Work Commencing g Before Permit Issuance.

Section 109.4 of the Building Code is hereby amended to read as follows:

Sec. 109.4 Work Commencing Before Permit Issuance. When work for which a permit is required by this Chapter of said Building Code is started or proceeded prior to obtaining such permit, the fees specified in Section 1.04 of this Chapter shall be doubled but in no case shall be less than One Hundred and no/100ths (\$100.00) Dollars. The payment of such an investigation fee shall not relieve any person from fully complying with the requirements of this Chapter or said Building Code in the execution of the work not from any other penalties in this section.

8-1.04 - Violations

A. Any person who violates a provision of this Building Code or fails to comply with any of the requirements thereof, or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this Building Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Building Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Building Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Building Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 2. Chapter 3 (Electrical Code) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

8-3.01. California Electrical Code Adopted by Reference.

A. Except as hereinafter provided, the 2022 California Electrical Code (Part 3, Title 24, California Code of Regulations), together with any amendments and appendices thereof is hereby adopted by reference as the Electrical Code of the City of Maywood (“Electrical Code”)

B. Not less than one copy of said 2022 California Electrical Code together with any and all amendments thereto proposed by the City of Maywood shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Electrical Code is in force.

8-3.02. Amendments: Article 230 Installation.

Article 230.30 of the 2022 California Electrical Code is hereby amended by adding the additional paragraphs to read as follows:

(C) Underground service laterals required for new construction.

All new buildings and structures in the City shall provide underground electrical and communications service laterals on the premises to be served as hereinafter required. This provision shall not apply to utility lines that do not provide service in the area being developed.

(D) Underground utilities for new buildings.

All electrical, telephone, community antenna television system (CATV), and similar service wires or cables which provide direct service to new buildings and structures shall be installed underground in compliance with all applicable building and electrical codes, safety regulations and orders, and the rules of the Public Utilities Commission of the State of California.

(E) Underground utilities for existing buildings.

Existing overhead wires and/or new utility service shall be placed underground when one or more new dwelling units are created in an existing building and one or both of the following apply:

1. The expansion exceeds fifty (50) percent of the existing gross floor area;
or

2. The cost of remodeling, expansion or improvement exceeds fifty (50) percent of the value of the existing structure as determined by the building official.

Exception: Undergrounding shall not be required if Southern California Edison deems in writing that such underground installation is infeasible based upon its service requirements or to the unavailability of necessary easements.

(F) Responsibility for compliance.

The developer and owner are jointly and severally responsible for complying with the requirements of this chapter and shall make the necessary arrangements with the utility companies for the installation of such facilities.

(G) Existing underground areas.

On streets where electrical and communications lines have been placed underground or where no overhead lines presently exist on or before July 1, 1977, said lines shall remain permanently underground and no additional electric or communications service facilities shall be added on said streets unless they are placed underground.

8-3.03. Permits.

1. No alteration or addition shall be made to any existing wiring, or shall any wiring for the placing or installation of any electric light, power, or heating device, or any apparatus which generates, transmits, transforms, or utilizes electricity, operating at a voltage exceeding twenty-five (25) volts between conductors or capable of supplying more than fifty (50) watts, be made without first obtaining a permit therefor from the Building Official, excepting minor repair work, such as repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping bare joints, repairing drop cords, and the like.

2. The application, plan, and specifications filed as required by this chapter shall be checked by the Building Official, and, if found to be in conformity with the requirements of this Code and all other laws or ordinances applicable thereto, the Building Official, upon the receipt of the required fee, shall issue a permit therefor. Every permit issued shall be valid only for the location described on the application therefor.

8-3.04. Permission to cover work.

It shall be unlawful for any person to lath over, seal, cover, or conceal any electrical wiring or other electrical equipment, for the installation of which a permit is provided for in this chapter, until such electrical wiring or other electrical equipment shall have been inspected and approved by the Building Official, The Building Official, shall have the power to remove, or to require the removal of, any obstruction which prevents the proper inspection of any electrical equipment.

8-3.05 - Connections.

It shall be unlawful to energize, or cause or permit to be energized, any electrical wiring coming under the provisions of this chapter until such electrical wiring shall have been inspected and approved by the Building Official; provided, however, the Building Official, may give written temporary permission to furnish electric current to, or the use of electric current through, any electrical wiring for a length of time not exceeding thirty (30) days if it appears to the Building Official, that such electrical wiring may be used safely for such purposes and that there exists an urgent necessity for such use.

8-3.06. Reinspections.

1. The Building Official is hereby authorized and empowered to make, at such times and as often as in his discretion it may seem necessary, a thorough reinspection of the installation in or on any building, structure, or premises of all electrical wiring, electrical devices, and electrical material now installed or that may hereafter be installed within the City. When the installation of any such wiring device or material is found to be in a dangerous or unsafe condition, the person, firm, corporation, or governmental agency owning, using, or operating the same shall be notified in writing and shall make the necessary repairs or changes required to place such wiring, device, or material in a safe condition and to have such work completed within a period of ten (10) days after such notice, or within such other reasonable period specified by the Building Official in such notice, and shall pay such fees as are required by the provisions of this chapter.

2. The Building Official is hereby empowered to disconnect, or to order the discontinuance of, electrical service to wiring, devices, or materials found to be defective until the installation of such wiring, devices, or materials has been made safe as directed by the Building Official, and any person, firm, corporation, political subdivision, or governmental agency ordered to discontinue such electrical service shall do so within twenty-four (24) hours after the receipt of such notice and shall not reconnect such service or allow the service to be reconnected until notified so to do by the Building Official.

8-3.07. Plans and specifications.

Plans and specifications, when required, shall be filed with the Building Official, and approved prior to applying for an electrical permit and installing any wiring. When a plan check is required, a plan-check fee as specified by resolution adopted or amended by the City Council may be charged.

8-3.08. Violations

A. Any person who violates a provision of this Electrical Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Electrical Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Electrical Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Electrical Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Electrical Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 3. Chapter 6 (Plumbing Code) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

8-6.01 - California Plumbing Code Adopted by Reference.

A. Except as hereinafter provided, the 2022 California Plumbing Code, Title 24 Part 5 of California Code of Regulations, including any amendments and appendices thereof, as published by the International Association of Plumbing and Mechanical Officials is hereby adopted by reference as the Plumbing Code for the City of Maywood ("Plumbing Code").

B. Not less than one copy of said of 2022 California Plumbing Code, Title 24 Part 5 of California Code of Regulations together with any and all amendments thereto proposed by the City of City of Maywood, shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Plumbing Code is in force.

8-6.02 - Violation; Penalties.

A. Any person who violates a provision of this Plumbing Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Plumbing Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion

thereof, during which any violation of any provision of the Plumbing Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Plumbing Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Plumbing Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 4. Chapter 12 (Mechanical Code) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

8-12.01 - California Mechanical Code Adopted by Reference.

A. Except as provided herein, the 2022 California Mechanical Code, Title 24 Part 4 of California Code of Regulations, as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as the Mechanical Code for the City of Maywood ("Mechanical Code").

B. Not less than one copy of said of 2022 California Mechanical Code, Title 24 Part 4 of California Code of Regulations together with any and all amendments thereto proposed by the City of Maywood, shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Mechanical Code is in force.

8-12.02 - Violations.

A. Any person who violates a provision of this Mechanical Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Mechanical Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Mechanical Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit

it to continue.

B. For every violation determined to be an infraction under the Mechanical Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Mechanical Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 5. Chapter 13 (Energy Conservation Regulations) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 13 - California Energy Code.

8-13.01 - California Energy Code Adopted by Reference.

A. The 2022 edition of the California Energy Code, as published by the in California Code of Regulations Title 24, Part 6, is hereby adopted by reference as the Energy Code for the City of Maywood (“Energy Code”) .

B. Not less than one copy of said of 2022 California Energy Code, Title 24 Part 6 of California Code of Regulations, together with any and all amendments thereto proposed by the City of Maywood, shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Energy Code is in force.

8-13.02. Violations.

A. Any person who violates a provision of this Energy Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Energy Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Energy Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Energy

Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Energy Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 6. Chapter 18 (Residential Code) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

Chapter 18 - RESIDENTIAL CODE

8-18.01 - California Residential Code adopted by reference.

A. Except as hereinafter provided, the 2022 California Residential Code, Title 24 Part 2.5 of California Code of Regulations, as published by the International Code Council, is hereby adopted by reference as the Residential Code for the City of Maywood ("Residential Code").

B. Not less than one copy of said 2022 California Residential Code, Title 24 Part 2.5 of California Code of Regulations, together with any and all amendments thereto proposed by the City of Maywood, shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Residential Code is in force.

8-18.02 - Penalty—Violations.

A. Any person who violates a provision of this Residential Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Residential Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Residential Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Residential Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who

causes, aids, abets or conceals the fact of a violation of this Residential Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

8-18.03 Effect of adoption

The adoption of the city residential code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

- A. Actions and proceedings which began the effective date of this code.
- B. Prosecution for ordinance violations committed before the effective date of this code.
- C. Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
- D. Bonds and cash deposits are required to be posted, filed or deposited pursuant to any ordinance.
- E. Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

SECTION 7. Chapter 19 (Green Building Standards Code) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

8-19.01 - California Green Building Standards Code Adopted by Reference.

A. The 2022 edition of the California Green Building Standards Code, California Code of Regulations Title 24, Part 11, is hereby adopted by reference as the Green Building Standards Code for the City of Maywood ("Green Building Code").

B. Not less than one copy of said 2022 Green Building Standards Code, Title 24 Part 11 of California Code of Regulations together with any and all amendments thereto proposed by the City of Maywood, shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Green Building Code is in force.

8-19.02 - Violations: Penalties.

A. Any person who violates a provision of this Green Building Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Green Building Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Green Building Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Green Building Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Green Building Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 8. A new Chapter 22 (International Property Maintenance Code) is hereby added to Title 8 (Building Regulations) of the Maywood Municipal Code to read as follows:

8-22.01 - Adoption of the International Property Maintenance Code.

Except as hereinafter provided, the International Property Maintenance Code, 2021 Edition, published by the International Code Council, is hereby adopted by reference as the Property Maintenance Code of the City of Maywood. A copy of the International Property Maintenance Code, 2021 Edition, shall be maintained in the office of the City Clerk of the City of Maywood and shall be made available for public inspection while this Code is in force.

8-22.02. Violations.

A. Any person who violates a provision of this Property Maintenance Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Property Maintenance Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Property Maintenance Code is committed. Each person shall be punishable by a

fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Property Maintenance Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Property Maintenance Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 9. CEQA. This proposed ordinance is not subject to CEQA because the adoption of this ordinance is not a “project” pursuant to Section 15061(b)(3). Specifically, this ordinance is to adopt the California Building Code and additional codes by reference and will not result in a direct or reasonably foreseeable indirect physical change in the environment.

SECTION 10. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, without regard to whether any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 11. Effective Date of Ordinance. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

SECTION 12. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED, this 26th day of February, 2025.

Mayra Aguiluz, Mayor

ATTEST:

Daisy Guerrero, Deputy City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Daisy Guerrero, Deputy City Clerk of the City of Maywood, do hereby certify that the foregoing Ordinance No. 25-03 was adopted at a regular meeting of the City Council of the City of Maywood held on the 26th day of February, 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Daisy Guerrero, Deputy City Clerk

EXHIBIT A

FINDINGS

Except as otherwise stated herein, the amendments being proposed to the California Building Standards Code and the other codes set forth in Ordinance No. 25-03 (“Codes”), are limited to administrative or procedural clarifications of the various Codes and concern themselves with subjects that either are not covered by the Codes or are reasonably necessary to effectively implement the Codes. Except as otherwise stated herein, none of the proposed amendments make changes to the building standards set forth in the Codes and, therefore, express findings of unique local conditions are not required.

As it relates to Section 8-3.02 related to the California Electrical Code, amendments were made related to the undergrounding of service laterals and utilities for new construction, new buildings and existing buildings and existing underground areas. Pursuant to the requirements of Health and Safety Code Section 17958.7, the City Council finds that there are local geographical and climatic conditions justifying the amendments. Specifically, the local climate is characterized by periods of high temperatures accompanied by low humidity and high winds each year (i.e. “Santa Ana winds”). These conditions could create an environment in which the fire department may have great difficulty in controlling fires. Recent fires in the region have been caused or associated with utility equipment (including overhead electrical lines) being ignited or being the source of the fire. Maywood is highly dense both in structures and people and ensuring new construction or certain existing building do not exacerbate such issues is paramount caused by the local geographical climatic conditions.



MEETING MINUTES

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

TUESDAY, JANUARY 7, 2025 AT 5:00 PM

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

I. **CALL TO ORDER/ROLL CALL**

Mayor Aguiluz called the meeting to order at approximately 5:00 p.m.

II. **CITY OFFICIALS**

MAYOR

Mayra Aguiluz (present)

CITY CLERK

Vacant

MAYOR PRO TEM

Heber Marquez (present)

CITY TREASURER

Vacant

COUNCIL MEMBERS

Eddie De La Riva (present)

Jaime Flores (present)

Frank Garcia (present)

CITY MANAGER

Jennifer E. Vasquez (present/virtually)

CITY ATTORNEY

Roxanne Diaz (present)

III. **MEETING PROCEDURES**

THIS MEETING WAS HELD IN PERSON AND VIA ZOOM AT:

<https://us02web.zoom.us/j/85832377220> AND VIA THE CITY'S FACEBOOK PAGE.

IV. **MAYOR, COUNCILMEMBERS AND STAFF COMMENTS**

No comments provided by City Council or staff.

V. DISCUSSION/ACTION ITEMS

1. CONSIDERATION OF APPOINTMENT OF THE POSITIONS OF CITY CLERK AND CITY TREASURER PURSUANT TO MAYWOOD MUNICIPAL CODE SECTION 2-2.901 AND SECTION 2-2.801

City Attorney Diaz provided a brief report to the City Council. No questions. Council Member De La Riva motioned to appoint City Manager Vasquez as both, City Clerk and City Treasurer, and there was a second by Council Member Garcia. AYES: AGUILUZ, MARQUEZ, DE LA RIVA, FLORES, GARCIA. Motion passed 5-0.

Mayor Aguiluz administered the oath of offices to City Manager Vasquez for the offices of City Clerk and City Treasurer, and subsequently now holds those offices.

- VI. CONSENT CALENDAR - Motion to approve consent calendar items 2 and 3 by Council Member Garcia and a second by Mayor Pro Tem Marquez. **AYES: AGUILUZ, MARQUEZ, DE LA RIVA, FLORES, GARCIA. Motion passed 5-0.**

2. APPROVAL OF RESOLUTION NO. 6395 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, DESIGNATING THE APPOINTED MAYOR AS BANK SIGNATORY AND CITY MANAGER AS THE APPOINTED CITY TREASURER AND REMOVAL OF PRIOR APPOINTED MAYOR AND PRIOR ELECTED CITY TREASURER FROM BANK SIGNATORY
3. CONSIDERATION OF FIRST READING OF ORDINANCE NO. 25-01 OF THE CITY OF MAYWOOD, CALIFORNIA AMENDING ARTICLE 8 AND ARTICLE 9 OF CHAPTER 2 OF TITLE 2 OF THE MAYWOOD MUNICIPAL CODE TO VEST IN THE CITY MANAGER AUTHORITY TO APPOINT THE CITY CLERK AND THE CITY TREASURER

- VII. ADJOURNMENT – Mayor Aguiluz adjourned the meeting at approximately 5:08 p.m. The next Regular Meeting of the Maywood City Council is scheduled for Wednesday, January 22, 2025, at 6:00 p.m. in the City Council Chambers.



MEETING MINUTES

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

TUESDAY, JANUARY 14, 2025 AT 5:00 PM

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

I. CALL TO ORDER/ROLL CALL

Mayor Aguiluz called the meeting to order at approximately 5:01 p.m.

II. CITY OFFICIALS

MAYOR

Mayra Aguiluz (Present)

CITY CLERK

Jennifer E. Vasquez

MAYOR PRO TEM

Heber Marquez (Present)

CITY TREASURER

Jennifer E. Vasquez

COUNCIL MEMBERS

Eddie De La Riva (Present)

Frank Garcia (Present)

Jaime Flores (Present)

CITY MANAGER

Jennifer E. Vasquez (Present)

CITY ATTORNEY

Roxanne Diaz (Virtual)

III. MEETING PROCEDURES

THIS MEETING WAS HELD IN PERSON AND PROVIDED VIA ZOOM AT

<https://us02web.zoom.us/j/82604998954> AND VIA THE CITY'S FACEBOOK PAGE.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

No comments.

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

No public participation.

VI. CONSENT CALENDAR

1. CONSIDERATION OF ADOPTING RESOLUTION NO. 6396 OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2026

City Manager Vasquez provided a brief report to the City Council. MPT Marquez made a motion to receive and file the amendment and authorize the Successor Agency staff to provide any additional information to the County. There was a second by Council Garcia. AYES: AGUILUZ, MARQUEZ, DE LA RIVA, GARCIA, FLORES. Motion approved 5-0.

- VII. ADJOURNMENT - The was adjourned at approximately 5:06 p.m. The next Regular Meeting of the Maywood City Council is scheduled for Wednesday, January 22, 2025, in the City Council Chambers at 6:00 p.m.





MEETING MINUTES

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

WEDNESDAY, JANUARY 22, 2025 AT 6:00 PM

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

I. CALL TO ORDER/ROLL CALL

Mayor Aguiluz called the meeting to order at approximately 6:07 p.m.

II. CITY OFFICIALS

MAYOR

Mayra Aguiluz (present)

CITY CLERK

Jennifer E. Vasquez

MAYOR PRO TEM

Heber Marquez (present)

CITY TREASURER

Jennifer E. Vasquez

COUNCIL MEMBERS

Eddie De La Riva (present)

Jaime Flores (present)

Frank Garcia (present)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (present)

III. MEETING PROCEDURES

THIS MEETING WAS HELD IN PERSON AND AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/89351447131> AND VIA THE CITY'S FACEBOOK PAGE

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

City Council and staff provided their comments.

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

No public comments.

VI. PUBLIC HEARING

1. A PUBLIC HEARING FOR THE AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2024-2025 AND ADOPTION OF RESOLUTION NO. 6397 APPROVING THE CHANGE IN DESIGNATION OF PARK SITES FOR THE PARK IMPROVEMENTS PROJECT

City Attorney Diaz shared that Council Member Garcia lives within 500 feet of one of the parks in this item and because of FPPC rules, he will recuse himself and step out of the room during this public hearing notice and not participate in this item.

City Manager Vasquez provided a report to the City Council on this item.

Mayor Aguiluz opened public participation for this item. No public comment. Motion to adopt Resolution No. 6397 done by Council Member De La Riva and there was a second by Council Member Flores. AYES: AGUILUZ, MARQUEZ, DE LA RIVA, FLORES. Motion and item approved 4-0.

2. A PUBLIC HEARING FOR THE PROPOSED USES OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION FOR FISCAL YEAR 2025-2026 AND ADOPTION OF RESOLUTION NO. 6398 APPROVING THE FISCAL YEAR 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET

City Manager Vasquez provided a report to the City Council on this item.

Mayor Aguiluz opened public participation for this item. Public comment provided by Mr. David Perez. Motion to adopt Resolution No. 6398 done by Council Member Garcia and there was a second by Mayor Pro Tem Marquez. AYES: AGUILUZ, MARQUEZ, DE LA RIVA, GARCIA, FLORES. Motion and item approved 5-0.

VII. PRESENTATIONS

HOLIDAY HOME DECORATING CONTEST WINNERS

Mayor Aguiluz presented certificates to the winners of the Holiday Home Decorating Contest. First Place – Ana Mateo – 4110 E 58th St / Second Place – Veronica Bayona Martinez – 5419 Pine Ave. / Third Place – Amelia Gonzalez – 5029 E 61st St

RECOGNITION OF THE MAYWOOD CENTER FOR ENRICHED STUDIES FORMER SCHOOL PRINCIPAL GABRIEL DURAN

City Council provided their comments to former MaCES Principal Mr. Duran and presented him with a plaque.

GATEWAY CITIES COUNCIL OF GOVERNMENTS PRESENTATION: CITY OF MAYWOOD RECEIVES THE 2024 GATEWAY CITIES ENERGY ACTION GOLD AWARD

No presentation.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY OF MAYWOOD YEAR IN REVIEW
Special Assignment Deputy SantaCruz provided a brief year in review presentation on the City's crime statistics.

VIII. CONSENT CALENDAR – Council Member Flores pulled item #9 on the consent calendar. City Attorney Diaz shared that item #13 was provided an amended resolution to add the findings information on the item under Attachment A. Council Member Garcia motion to approve items 3 – 8 and 10-13, which includes the amendment language for item #13. Then there was a second by Council Member De La Riva. AYES: AGUILUZ, MARQUEZ, DE LA RIVA, GARCIA, FLORES. Motion and consent items approved 5-0.

3. MINUTES OF THE DECEMBER 17, 2024, REGULAR CITY COUNCIL MEETING
4. REVENUE REPORT DECEMBER 2024
5. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL DECEMBER 2024
6. CONSIDERATION OF ADOPTING RESOLUTION NO. 6399 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
7. OBTAIN AUTHORIZATION IN DECLARING CITY PROPERTY, UNSUABLE BACKHOE TRACTOR AND GOLFCART EQUIPMENT, AS SURPLUS AND AUTHORIZING THOSE ITEMS FOR AUCTION
8. CONSIDERATION OF APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES FOR CANNABIS MANAGEMENT SERVICES
9. CONSIDERATION OF APPROVING THE COMMUNITY PARTNER AGREEMENT WITH KABOOM! FOR THE CONSTRUCTION OF A NEW PLAYGROUND PLAYSPACE AT PIXLEY PARK AND ALLOCATING THE CITY'S CONTRIBUTION AMOUNT OF \$8,500

City Manager Vasquez provided a brief report on the item. Council Member Flores provided recommendations and staff informed that Council those recommendations will be them up during the community meetings. Motion to approve item #9 by Mayor Pro Tem Marquez and a second by Council Member Flores. AYES: AGUILUZ, MARQUEZ, DE LA RIVA, GARCIA, FLORES. Motion and item approved 5-0.
10. OBTAIN AUTHORIZATION TO ADVERTISE A REQUEST FOR PROPOSAL (RFP) OR BID FOR CITY-WIDE TRAFFIC SIGNAL, SIGN AND STREETLIGHT MAINTENANCE SERVICES
11. CONSIDERATION TO APPROVE AMENDMENT NO. 1 TO AN EXISTING PROFESSIONAL SERVICES AGREEMENT WITH TIERRA WEST ADVISORS INC. IN AN AMOUNT NOT TO EXCEED \$135,000 FOR REAL ESTATE PROJECT MANAGEMENT, DISPOSITION SERVICES, AND PLANNING SERVICES
12. CONSIDERATION TO APPROVE RESOLUTION NO. 6400, A RESOLUTION OF THE CITY

COUNCIL OF THE CITY OF MAYWOOD MAKING EXPRESS FINDINGS AND DETERMINATIONS THAT MODIFICATIONS TO THE 2022 CALIFORNIA FIRE CODE ARE REASONABLY NECESSARY BECAUSE OF LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS; AND INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING BY REFERENCE THE CALIFORNIA FIRE CODE AS AMENDED AND ADOPTED BY LOS ANGELES COUNTY, SET FORTH IN TITLE 32 OF THE LOS ANGELES COUNTY CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS, AND AMENDING THE MAYWOOD MUNICIPAL CODE

13. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 25-03 ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), EXCEPT FOR THE FIRE CODE AS THE CITY OF MAYWOOD ADOPTS THE LOS ANGELES COUNTY FIRE CODE, AND MAKING AMENDMENTS THERETO; ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 8-01, 8-03, 8-06, 8-09, 8-12, 8-13, 8-18, 8-19, AND 8-21, OF THE MAYWOOD MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

IX. DISCUSSION/ACTION ITEMS

14. CONSIDERATION OF APPROVING AN EMERGENCY EXTENSION BETWEEN THE CITY OF MAYWOOD AND CROSSTOWN ELECTRICAL & DATA, INC. TO EXTEND THE CONTRACT AGREEMENT FOR AN ADDITIONAL THREE MONTHS

City Manager Vasquez provided a report on this discussion item. Mayor Pro Tem motioned to approve item #14 extending the agreement by 3 months and the additional \$30,000 and there was a second by Mayor Aguiluz. AYES: AGUILUZ, MARQUEZ, DE LA RIVA, GARCIA, FLORES. Motion and item approved 5-0.

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

Public participation by the following:

1. Victor Gonzalez
2. Rene Sanchez

- XI. ADJOURNMENT – Mayor Aguiluz adjourned the meeting at approximately 7:11 p.m.. The next Regular Meeting of the Maywood City Council is scheduled for February 26, 2025, at 6:00 p.m. in the City Council Chambers.



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: February 26, 2025

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 JANUARY 2025

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report for the months of July 2024 - January 2025.

BACKGROUND:

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

DISCUSSION:

General Fund revenues are not received evenly throughout the fiscal year. During the first half of the fiscal year, there is always an issue of timing difference whereby cash receipts do not align with the projected budget forecast, but during the second half of the year the cash receipts begin to align with the projected budget. See attachment 1 and 2 for revenue details comparison between July 2023 – January 2024 and July 2024 – January 2025 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 - January 2025 City of Maywood FY 2024-2025 General Fund
2. July - August 2024 City of Maywood FY 2024-2025 Special Revenue Fund

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of January 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - January 2024	July - January 2025	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(C/A)	
Taxes:							
4203/ 4302	Franchise & Collectors Fee	\$ 570,000	\$ 104,815	\$ 105,200	\$ 385	18.46%	Received 1st Quarter(Collected Quarterly).
Various	Property Taxes	814,022	330,571	383,459	52,889	47.11%	Major payments receive in December and March.
4211	Utility Users Tax	1,400,000	688,507	733,362	44,855	52.38%	Received in the following month.
4206	Transfer Tax	16,000	7,523	12,103	4,580	75.64%	Based on activities.
4202	Transient Occupancy Tax (TOT)	105,000	56,261	31,520	(24,741)	30.02%	Received Quarterly.
4212	Cannabis Sales Tax	1,750,000	355,236	285,643	(69,593)	16.32%	Received Quarterly.
4201	Sales and Use Tax (Retail Sales Tax)	2,335,201	1,043,795	813,226	(230,569)	34.82%	Received in the following month.
Taxes Total		\$ 6,990,223	\$ 2,586,708	\$ 2,364,513	\$ (222,195)	33.83%	
Licenses & Permits:							
4301	Compliance Program Fee	\$ 45,000	\$ -	\$ -	\$ -	0.00%	Payment received in March annually.
Various	Plumbing, Electrical & Conditional/Land Used Permits	13,600	7,167	9,230	2,063	67.87%	Permits fluctuate based on activities.
4305	Public Works Permit Fees	150,000	58,282	94,247	35,965	62.83%	Fees fluctuate based on activities. Higher activites in the current year.
Various	Other Fees & Permits	24,154	14,097	14,541	443	60.20%	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	25,875	41,926	16,051	83.85%	Fees fluctuate based on activities. Higher activites in the current year.
4751	Rental Registry Program Fees	-		23,841			
4307	Commercial Cannabis Renewal Fees	74,250	29,550	14,850	(14,700)	20.00%	Five business licenses: one due in December and four due in April.
4322	Parking Permits	63,000	36,070	52,092	16,022	82.69%	Parking Permits issued during Sept.
4311	Apartment License	20,000	5,546	10,920	5,374	54.60%	Majority of payments are received in January-March.
4205	Business License Tax	240,000	90,657	127,797	37,139	53.25%	Majority of payments are received in January-March.
4110	Vehicle License Fees Excess	31,000	-	39,619	-	127.80%	State Allocation.
4107	Motor Vehicle License Fee (VLF) in lieu	3,639,513	1,770,019	1,833,789	63,770	50.39%	City receives two payments per year: January and May.
Licenses and Permits Total		\$ 4,351,117	\$ 2,037,860	\$ 2,264,016	\$ 162,696	52.03%	

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of January 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - January 2024	July - January 2025	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(C/A)	
Charges for Services:							
4704	Plan Check Fees	58,000	53,290	36,125	(17,165)	62.28%	Fees fluctuate based on activities.
4702	Rents & Concessions	23,800	13,892	13,998	105.63	58.81%	Monthly payments.
Charges for Services Total		\$ 81,800	\$ 67,182	\$ 50,122	\$ (17,060)	61.27%	
Fines and Forfeitures:							
4401	Penalties: Apt & Bus License	\$ 9,000	\$ 6,159	\$ 8,640	\$ 2,481	96.00%	Penalties generally occur after February.
4404	Southeast Municipal Court (SEMC)/ Court Collections	220,000	119,355	115,537	(3,818)	52.52%	Monthly Payments.
4403	Citations: Administrative	5,000	2,100	3,700	1,600	74.00%	Code Enforcement Citations fluctuate based on activities.
4402	Citations: Parking	412,000	184,762	215,291	30,529	52.26%	Fees fluctuate based on activities. Payments are received two months after the citations are paid to third party. The variance is due to Oct revenue was received on Dec 30th as compared to 2023, it was received the first week of January.
Fines and Forfeitures Total		\$ 646,000	\$ 312,376	\$ 343,168	\$ 30,793	53.12%	
Leases and Concessions:							
4501	Leased Property Rental Income	\$ 61,400	\$ 34,420	\$ 32,522	\$ (1,898)	52.97%	Payments received monthly.
Leases and Concessions Total		\$ 61,400	\$ 34,420	\$ 32,522	\$ (1,898)	52.97%	
Miscellaneous:							
4817	Good Corporate Citizen Program	\$ 20,000	\$ -	\$ -	\$ -	0.00%	Payment received in March.
4803	Interest Income	475,000	298,469	374,932	76,463	78.93%	Internal allocations are done quarterly.
4809	Miscellaneous Revenue	10,000	3,414	9,105	5,691	91.05%	
4814	Refunds & Overpayments-Reimb	10,000	718	46,171	45,453	461.71%	Amount received varies from year to year.
4816	Rebates & Insurance Claims Pymts	400	136	344	208	86.00%	
4819	Donations	50,000	1,750	73,352	71,602	146.70%	Donations for centennial celebration.
4850	Parks & Rec Revenues	2,500			0	0.00%	
4800	Transfer In -General	495,705	-		-	0.00%	Internal allocations are done annually.
Miscellaneous Revenue Total		\$ 1,063,605	\$ 304,487	\$ 503,904	\$ 199,417	47.38%	

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of January 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - January 2024	July - January 2025	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(C/A)	
Pension/Retirement Fund:							
4830	Retiree Pension Levy	\$ 1,300,000	\$ 576,775	\$ 595,192	\$ 18,417	45.78%	Majority of payments are received in January & June, following the ROPS distribution.
Retiree Pension Levy Total		\$ 1,300,000	\$ 576,774.73	\$ 595,192	\$ 18,417	45.78%	
General Fund Revenue Total		\$ 14,494,145	\$ 5,919,808	\$ 6,153,439	\$ 170,171	42.45%	

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

Fund #	Fund Description	Adopted Budget FY 2024-25	July - January 2024	July - January 2025	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(A/C)	
212	Gas Tax Fund	\$ 721,127	\$ 359,915	\$ 387,872	\$ 27,958	53.79%	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	254,075	229,062	(25,014)	35.61%	Received monthly.
221	Proposition A Transit Fund	690,396	386,123	370,356	(15,767)	53.64%	Received monthly.
222	Proposition C Transit Fund	582,762	322,875	309,072	(13,803)	53.04%	Received monthly.
223	Air Quality Management District (AQMD) Fund	35,300	8,729	8,314	(415)	23.55%	Received quarterly.
224	Measure R Transit Fund	429,999	240,107	230,353	(9,754)	53.57%	Received monthly.
225	Measure M Transit Fund	498,766	270,687	261,164	(9,524)	52.36%	Received monthly.
232	Supplemental Law Enforcement Services Fund (SLESF) Grant	100,000	100,000	100,000	(0)	100.00%	Received monthly.
243	Community Development Block Grant (CDBG)	625,365	208,389	173,388	(35,001)	27.73%	Reimbursement based on actual expenditures.
251	Street Lighting Fund	174,520	88,855	86,999	(1,856)	49.85%	Payments start in November.
261	Federal / State / County Grants	18,732,814	345,962	639,807	293,845	3.42%	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	174,728	-	(174,728)	0.00%	Payment received normally by December. Staff is monitoring.
412	Sewer Enterprise Fund	326,000	189,041	189,635	595	58.17%	Payment starts in November.
501	PLHA Fund (Permanent Local Housing Allocation)	655,794	-	-	-	0.00%	Reimbursement based on actual expenditures.
611	Redevelopment Successor Agency Fund	-	286,875	273,738			
Special Revenue Funds Total		\$ 25,224,284	\$ 3,284,863	\$ 3,259,759	\$ (11,967)	12.92%	

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: February 26, 2025

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 JANUARY 2025

RECOMMENDATION:

Staff recommends that the City Council receive and file the attached cash and investment report for January 2025.

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 January 31, 2025.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with approving this report.

ATTACHMENT(S)

1. January 2025 Cash and Investment Report

**City of Maywood, California
Cash and Investments Report
As of January 31, 2025**

Description	Type	Ending Balance as of 1/31/2025
A - Non-Investment Cash Accounts		
US Bank - Corporate Checking	Cash	\$ 3,656,534.18
Total Cash Accounts		<u>\$ 3,656,534.18</u>
B - Investment Accounts		
Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	\$ 16,181,635.03
California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$ 1,110,575.79
California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$ 1,032,002.08
Total Investment Accounts		<u>\$ 18,324,212.90</u>
Total Cash and Investments		<u>\$ 21,980,747.08</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: February 26, 2025

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. 6402 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 ACH registers and payroll wire transfers dated 12/5/2024 through 2/13/2025, and adopt Resolution No. 6402 approving the Warrants for Payment.

BACKGROUND:

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

DISCUSSION:

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

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

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

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

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

B - DOCUMENTATION – The City uses a Management Control by producing a summary document (Exhibit A-Summary Warrants for Payment and Wire Transfers/ACH transactions) that represents the cash disbursements required and the City uses an Internal Control by producing a detailed document (Exhibit B – Detail Warrants for Payment) that details information about each check issued for Prepaids and or to-be-paid for Regular Payments. These “disbursements” are accounted for in the FY2024-25 budget.

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

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

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total disbursements for Warrant Registers are \$1,482,703.59 for the period of 12/5/2024 to 2/13/2025. This amount consists of Warrant Registers of \$1,218,073.47 ACH registers of \$85,475.49, and Payroll Wire Transfers of \$179,154.63.

ATTACHMENT(S)

1. Resolution No.6402 Approving the Warrants for Register 2.26.25
2. Exhibit A Summary Warrant Demand 2.26.25
3. Exhibit B Warrant Register Detail 2.26.25

RESOLUTION NO. 6402

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire
Transfers/Automated Clearing House (ACH) Transactions for \$1,482,703.59 are hereby
ratified:

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

PASSED, APPROVED AND ADOPTED THIS 26th day of February 2025.

Mayra Aguiluz, Mayor

ATTEST:

APPROVED AS TO FORM:

Daisy Guerrero, Deputy City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Daisy Guerrero, Deputy City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No.6402, 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 Deputy City Clerk, all at a regular meeting of the City Council held on the 26th day of February, 2025, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Diasy Guerrero, Deputy City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, February 26 2025

Accounts Payable

		Amount
Accounts Payable void warrants for payment: 093067, 09304, 093102	\$	-
Accounts Payable prepaid warrants for payment: Checks No. 093014 - 03111	\$	1,218,073.47
Accounts Payable regular warrants for payment:	\$	-
Accounts Payable regular warrants for payment: ACH No. ACH-253 - ACH-260	\$	85,475.49
Sub-total	\$	1,303,548.96

Payroll /Wire Transfer

01/16/25 Payroll Pay Period 12/29/2024 - 1/11/2025	\$	56,885.21
01/30/25 Payroll Pay Period 1/12/2025 - 1/25/2025	\$	61,353.00
02/12/25 Payroll Pay Period 1/26/2025 - 2/8/2025	\$	60,916.42
Sub-total	\$	179,154.63

Total Demands	\$	<u>1,482,703.59</u>
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Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
093014	P	1/31/2025	Alberto Godinez	19,550.00	Rental Assistance Program Feb 2025 - June 2026	Permanent Local Housing Allocation	501
093015	P	1/31/2025	Amazon Capital Services	65.68	CH Office Supplies- Air Purifier Filters 1/23/25	General Fund	100
		1/31/2025	Amazon Capital Services	69.46	Office Supplies 11/12/24	General Fund	100
093016	P	1/31/2025	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,411.73	IT Software Subscriptions Jan 2025	General Fund	100
		1/31/2025	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	IT Svcs Jan 2025	General Fund	100
093017	P	1/31/2025	AT&T	31.62	Emergency Elevator Phone Svcs 12/10/24-1/9/25	General Fund	100
093018	P	1/31/2025	AT&T U-verse	116.99	Internet Svcs 1/19/25-2/18/25	General Fund	100
093019	P	1/31/2025	Base Hill Inc.	6,172.97	CH Janitorial Svcs-Jan 2025	General Fund	100
093020	P	1/31/2025	Benefit Coordinators Corporation (BCC)	1,611.96	Dental & Vision Benefits for Feb 2025	General Fund	100
		1/31/2025	Benefit Coordinators Corporation (BCC)	141.90	Dental & Vision Benefits for Feb 2025	Gas Tax Fund	212
		1/31/2025	Benefit Coordinators Corporation (BCC)	10.17	Dental & Vision Benefits for Feb 2025	Proposition A Fund	221
		1/31/2025	Benefit Coordinators Corporation (BCC)	32.26	Dental & Vision Benefits for Feb 2025	Proposition C Fund	222
		1/31/2025	Benefit Coordinators Corporation (BCC)	19.40	Dental & Vision Benefits for Feb 2025	Measure R Fund	224
		1/31/2025	Benefit Coordinators Corporation (BCC)	51.60	Dental & Vision Benefits for Feb 2025	Measure M Fund	225
		1/31/2025	Benefit Coordinators Corporation (BCC)	141.90	Dental & Vision Benefits for Feb 2025	CDBG	243
		1/31/2025	Benefit Coordinators Corporation (BCC)	6.45	Dental & Vision Benefits for Feb 2025	Street Lighting Fund	251
		1/31/2025	Benefit Coordinators Corporation (BCC)	129.00	Dental & Vision Benefits for Feb 2025	Local Fiscal Recovery Fund	273
		1/31/2025	Benefit Coordinators Corporation (BCC)	19.36	Dental & Vision Benefits for Feb 2025	Successor Agency Fund	611
093021	P	1/31/2025	Brent Talmo	989.86	Retiree Medical Reimb Feb 2025	General Fund	100
093022	P	1/31/2025	Bruce Leflar	1,207.90	Retiree Medical Reimb Feb 2025	General Fund	100
093023	P	1/31/2025	Bryan Plata	19,250.00	Rental Assistance Program Feb-Dec 2025	Permanent Local Housing	501
093024	P	1/31/2025	Charter Communications Holdings, LLC	631.87	CH Internet & Phone Svcs Jan 2025	General Fund	100
		1/31/2025	Charter Communications Holdings, LLC	325.00	CY Internet & Phone Svcs Jan 2025	General Fund	100
093025	P	1/31/2025	Christine M. Locher	291.15	Retiree Medical Reimb Feb 2025	General Fund	100
093026	P	1/31/2025	Crosstown Electrical & Data Inc.	385.27	District Blvd Ave 11/18/24	Gas Tax Fund	212
		1/31/2025	Crosstown Electrical & Data Inc.	1,644.53	Heliotrope Ave 11/14/24	Gas Tax Fund	212
093027	P	1/31/2025	Department of Conservation	89.09	Dept of Conservation Fee Report Oct - Dec 2024	General Fund	100
093028	P	1/31/2025	Dewey Pest Control	104.50	Pest Control Svc Jan 2025	General Fund	100
093029	P	1/31/2025	Erika Vanessa Agredano	16,880.00	Rental Assistance Program Feb-June 2025	Permanent Local Housing	501

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
093030	P	1/31/2025	Foster & Foster Consulting Actuaries, Inc.	4,850.00	Preparation of GASBS 68 & 75 Reports Svcs	General Fund	100
093031	P	1/31/2025	Francisco & Associates, Inc.	9,950.00	Admin Street Lighting Assessment District FY24-25	Street Lighting Fund	251
		1/31/2025	Francisco & Associates, Inc.	12,495.00	Admin City Sewer Svcs - Prop 218 Procedures FY24-25	Sewer Enterprise Fund	412
093032	P	1/31/2025	Sqaure Signs LLC dba Fron	5,144.70	CH Marquee Sign Replacement Proj 1/17/25	Local Fiscal Recovery Fund	273
093033	P	1/31/2025	Gateway Cities Council of Governments	10,000.00	Gateway COG I-710 Corridor Planning FY24-25	Measure R Fund	224
093034	P	1/31/2025	George Hills Company	288.90	City Claims/Adjuster Oct 2024	General Fund	100
093035	P	1/31/2025	Gilbert Livas	2,835.00	Community Development Consultant Nov	General Fund	100
093036	P	1/31/2025	Los Amigos De Los Maywood Marching Nighthawks	7,000.00	Community Benefit Fund- Maywood Academy Marching B& 1/29/2	General Fund	100
093037	P	1/31/2025	Graffiti Protective Coatings Inc.	5,232.93	Graffiti Bus Shelter Maint Dec 2024	Proposition C Fund	222
093038	P	1/31/2025	HDL Coren & Cone	2,636.97	Property Tax Svcs Jan-Mar 2025	General Fund	100
093039	P	1/31/2025	HdL Software LLC	3,523.69	Business License Processing Svcs Dec 2024	General Fund	100
093040	P	1/31/2025	Heribeto Rivas Jr POA/TTEE	19,656.00	Rental Assistance Program Feb 2025 - Feb 2026	Permanent Local Housing Allocation	501
093041	P	1/31/2025	Hussein Alsaidy	48.00	Citation Refund 1/3/25	General Fund	100
093042	P	1/31/2025	Innova Accelerator	2,318.00	CY Building - Labor/Installation & Material 12/5/24	General Fund	100
093043	P	1/31/2025	Institute for Local Government	3,435.00	Community Outreach Svcs Oct-Dec 2024	Grant Fund	261
093044	P	1/31/2025	JMG Security System	250.00	CH Cameras Svcs 1/22/25	General Fund	100
093045	P	1/31/2025	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Svcs 12/15/24-1/15/25	General Fund	100
093046	P	1/31/2025	Registrar-Recorder/County Clerk	1,182.24	C&date Statement Printing Cost 11/5/2024	General Fund	100
093047	P	1/31/2025	L.B. Johnson Hardware #1	30.73	PW Dept Supplies 1/10/25	General Fund	100
		1/31/2025	L.B. Johnson Hardware #1	48.15	PW Dept Supplies 1/23/24	General Fund	100
		1/31/2025	L.B. Johnson Hardware #1	82.07	PW Dept Supplies 1/9/25	General Fund	100
093048	P	1/31/2025	Regional TAP Service Center	1,056.00	Metro TAP Cards Dec 2024	Proposition C Fund	222
093049	P	1/31/2025	LEAGUE OF CALIFORNIA CITIES	10,012.00	Membership Dues for Calendar Yr 2025	General Fund	100
093050	P	1/31/2025	Maria H. Gonzalez	19,722.00	Rental Assistance Program Feb 2025 - Aug 2026	Permanent Local Housing Allocation	501
093051	P	1/31/2025	Metro Transit Services	39,427.56	Express Shuttle & Dial-A-Ride Transit Svc Dec 2024	Proposition A Fund	221
		1/31/2025	Metro Transit Services	39,427.56	Express Shuttle & Dial-A-Ride Transit Svc Nov 2024	Proposition A Fund	221
093052	P	1/31/2025	Phoenix Group Information Systems	166.40	Admin Citations Processing Fees Dec 2024	General Fund	100
		1/31/2025	Phoenix Group Information Systems	195.44	Admin Citations Processing Fees Nov 2024	General Fund	100
		1/31/2025	Phoenix Group Information Systems	2,189.51	Parking Permit Processing Fees Dec 2024	General Fund	100
		1/31/2025	Phoenix Group Information Systems	3,744.96	Parking Permit Processing Fees Nov 2024	General Fund	100
093053	P	1/31/2025	QDoxs	134.90	Xerox Copiers Jan 2025	General Fund	100
093054	P	1/31/2025	Robert Leach	1,005.00	Retiree Medical Reimb Feb 2025	General Fund	100

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
093055	P	1/31/2025	Ronald Lindsey	1,422.62	Retiree Medical Reimb Feb 2025	General Fund	100
093056	P	1/31/2025	SHERIFF'S DEPT COUNTY OF LOS ANGELES	490,860.55	Municipal Law Enforcement Svcs Dec 2024	General Fund	100
093057	P	1/31/2025	Southeast Rio Vista YMCA	10,000.00	Community Benefit Fund - Southeast Rio Vista YMCA 1/15/25	General Fund	100
093058	P	1/31/2025	Stantec Planning & Landscape Architecture	3,732.75	Slauson Ave & Atlantic Blvd Congestion Relief Improv Dec 20	Grant Fund	261
093059	P	1/31/2025	Staples Business Advantage	26.28	Finance Dept - Calendar 1/18/25	General Fund	100
093060	P	1/31/2025	State of California	150.00	SOC Audit Letter FY23-24	General Fund	100
093061	P	1/31/2025	Transtech Engineers Inc	15,871.75	General City Engineering Svcs Oct 2024	General Fund	100
		1/31/2025	Transtech Engineers Inc	4,541.50	General City Engineering Svcs Oct 2024	Gas Tax Fund	212
		1/31/2025	Transtech Engineers Inc	17,725.00	CIP Management Svcs Oct 2024	LACMTA Funds	227
		1/31/2025	Transtech Engineers Inc	10,363.88	CIP Management Svcs Oct 2024	CDBG	243
		1/31/2025	Transtech Engineers Inc	18,927.25	CIP Management Svcs Oct 2024	Grant Fund	261
		1/31/2025	Transtech Engineers Inc	11,980.50	CIP Management Svcs Oct 2024	Local Fiscal Recovery Fund	273
		1/31/2025	Transtech Engineers Inc	204.00	CIP Management Svcs Oct 2024	Sewer Enterprise Fund	412
		1/31/2025	Transtech Engineers Inc	632.00	CIP Management Svcs Oct 2024	Successor Agency Fund	611
093062	P	1/31/2025	UniFirst Corporation	81.40	Building Mat Svcs 12/13/24	General Fund	100
093063	P	1/31/2025	World Private Security Inc.	8,428.00	Crossing Guard Services Dec 2024	Gas Tax Fund	212
093064	P	1/31/2025	Xerox Financial Services	589.12	Copier Lease 12/30/24-1/29/25	General Fund	100
093065	P	1/31/2025	ZL Management Group, LLC	18,480.00	Rental Assistance Program Feb-Dec 2025	Permanent Local Housing	501
093066	P	2/5/2025	Burke, Williams & Sorensen, LLP	18,632.10	Legal & Professional Services Aug 2024	General Fund	100
		2/5/2025	Burke, Williams & Sorensen, LLP	1,152.80	Legal Svcs Sept 2024	General Fund	100
093068	P	2/5/2025	Mayra Aguiluz	535.10	Reimbursement NLC Conference 1/26/25	General Fund	100
093069	P	2/5/2025	Tri-City Mutual Water Company	42.45	5000 Slauson Ave Jan 2025	General Fund	100
		2/5/2025	Tri-City Mutual Water Company	2,372.00	5950 Walker Ave Jan 2025	General Fund	100
093070	P	2/5/2025	QDoxs	44.90	Copier Base Charge 1/5/25-2/4/25	General Fund	100
		2/5/2025	QDoxs	119.10	Xerox Copiers Feb 2025	General Fund	100
093071	P	2/5/2025	Revueltas Landscape Inc	6,020.00	L&scaping Svcs Jan 2025	General Fund	100
		2/5/2025	Revueltas Landscape Inc	4,325.00	L&scaping Svcs Jan 2025	Gas Tax Fund	212
093072	P	2/5/2025	Sonia Rodriguez	48.00	Citation Refund 10/29/24	General Fund	100
093073	P	2/5/2025	Southern California Edison	2,128.66	Various Locations Jan 2025	General Fund	100
		2/5/2025	Southern California Edison	8,240.34	Everett Ave Jan 2025	Gas Tax Fund	212
		2/5/2025	Southern California Edison	2,609.64	Various Locations Jan 2025	Gas Tax Fund	212
		2/5/2025	Southern California Edison	11,062.11	Various Locations Jan 2025	Street Lighting Fund	251
093074	P	2/5/2025	Sparkletts Drinking Water Corp	163.16	CH Drinking Water Feb 2025	General Fund	100
093075	P	2/5/2025	Techline Sports Lighting, LLC.	9,638.00	Baseball Field Lighting Maywood Park	Grant Fund	261
093076	P	2/5/2025	U.S. Bank Corporate Payment System	6,290.51	Cred Crd- 1/15/25 stmt	General Fund	100
093077	P	2/5/2025	ENL Building Service Inc.	141,809.69	CH Window Replacement Project 1/16/25	Local Fiscal Recovery Fund	273
093078	P	2/13/2025	ACC Business	829.96	Internet Svcs 12/11/24 -1/10/25	General Fund	100
093079	P	2/13/2025	AFSCME District Council 36	891.09	Union Dues for Jan 2025	General Fund	100
093080	P	2/13/2025	Alta Environmental	1,458.79	Professional Svcs Dec 2024	Measure W Fund	280
		2/13/2025	Alta Environmental	2,042.31	Professional Svcs Jan 2025	Measure W Fund	280
093081	P	2/13/2025	Amazon Capital Services	142.34	Bldg & Planning Dept - Office Supplies 1/22/25	General Fund	100
		2/13/2025	Amazon Capital Services	241.50	CH Various Office Supplies 1/29/25	General Fund	100
		2/13/2025	Amazon Capital Services	315.37	Community Svcs Office Supplies 2/9/25	General Fund	100
		2/13/2025	Amazon Capital Services	26.24	HR- Office Supplies 2/4/25	General Fund	100

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
		2/13/2025	Amazon Capital Services	41.38	Recreation Program Supplies 1/18/25	General Fund	100
093082	P	2/13/2025	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,500.21	IT Software Subscriptions Feb 2025	General Fund	100
		2/13/2025	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	IT Svcs Feb 2025	General Fund	100
093083	P	2/13/2025	ArchiveSocial, LLC	2,507.40	Software Subscription 1/29/25-1/28/26	General Fund	100
093084	P	2/13/2025	AT&T	31.35	Emergency Elevator Phone Svcs Jan 2025	General Fund	100
093085	P	2/13/2025	Brinks Inc.	298.09	Armored Truck Svcs Feb 2025	General Fund	100
		2/13/2025	Brinks Inc.	40.18	Cash H&ling Svcs Jan 2025	General Fund	100
093087	P	2/13/2025	California Building Standards Commission	9.90	CA Bldg St&ards Fees Qtr Apr-June 2011	General Fund	100
		2/13/2025	California Building Standards Commission	17.10	CA Bldg St&ards Fees Qtr Apr-June 2012	General Fund	100
		2/13/2025	California Building Standards Commission	7.20	CA Bldg St&ards Fees Qtr Apr-June 2013	General Fund	100
		2/13/2025	California Building Standards Commission	10.80	CA Bldg St&ards Fees Qtr Apr-June 2014	General Fund	100
		2/13/2025	California Building Standards Commission	60.30	CA Bldg St&ards Fees Qtr Apr-June 2016	General Fund	100
		2/13/2025	California Building Standards Commission	17.10	CA Bldg St&ards Fees Qtr Jan-Mar 2011	General Fund	100
		2/13/2025	California Building Standards Commission	30.60	CA Bldg St&ards Fees Qtr Jan-Mar 2013	General Fund	100
		2/13/2025	California Building Standards Commission	9.00	CA Bldg St&ards Fees Qtr Jan-Mar 2015	General Fund	100
		2/13/2025	California Building Standards Commission	73.80	CA Bldg St&ards Fees Qtr July-Sep 2011	General Fund	100
		2/13/2025	California Building Standards Commission	36.00	CA Bldg St&ards Fees Qtr July-Sep 2013	General Fund	100
		2/13/2025	California Building Standards Commission	14.40	CA Bldg St&ards Fees Qtr Oct-Dec 2011	General Fund	100
		2/13/2025	California Building Standards Commission	13.50	CA Bldg St&ards Fees Qtr Oct-Dec 2012	General Fund	100
		2/13/2025	California Building Standards Commission	4.50	CA Bldg St&ards Fees Qtr Oct-Dec 2013	General Fund	100
		2/13/2025	California Building Standards Commission	65.70	CA Bldg St&ards Fees Qtr Oct-Dec 2017	General Fund	100
093088	P	2/13/2025	Charter Communications Holdings, LLC	956.87	CY Internet & Phone Svcs Feb 2025	General Fund	100
093089	P	2/13/2025	CivicPlus LLC	1,749.28	CivicClerk Annual Fee 1/1/25-12/31/2025	General Fund	100
093090	P	2/13/2025	CoreLogic Solutions LLC.	150.00	Property Finder Svcs Jan 2025	General Fund	100
093091	P	2/13/2025	County of L.A. Dept. of Animal Control	11,476.93	Animal Control for Dec 2024	General Fund	100
093092	P	2/13/2025	Daily Journal Corporation	640.00	Notice Inviting Bids FY24-25 Pave Rehab 1/16/25	LACMTA Funds	227
093093	P	2/13/2025	Diana Cho & Associates	1,144.00	Consulting Svcs CDBG Code Enforcement FY24-25- Dec 2024	CDBG	243

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
		2/13/2025	Diana Cho & Associates	484.00	Consulting Svcs Park Improv Proj FY24-25 Dec 2024	CDBG	243
		2/13/2025	Diana Cho & Associates	550.00	Consulting Svcs Sidewalk Rehab Proj FY24-25 Dec 2025	CDBG	243
		2/13/2025	Diana Cho & Associates	1,144.00	Consulting Svcs Sidewalk Rehab Proj FY24-25 Oct 2024	CDBG	243
093095	P	2/13/2025	George Hills Company	378.90	City Claims/Adjuster Dec 2024	General Fund	100
093096	P	2/13/2025	Jhomayra Camacho	150.00	Photography - New Council	General Fund	100
093097	P	2/13/2025	Regional TAP Service Center	1,440.00	Metro TAP Cards Jan 2025	Proposition C Fund	222
093098	P	2/13/2025	Metro Transit Services	39,427.56	Express Shuttle & Dial-A-Ride Transit Svcs Jan 2025	Proposition A Fund	221
093099	P	2/13/2025	National League of Cities	2,190.00	NLC Membership Renewal 11/01/24-11/01/25	General Fund	100
093100	P	2/13/2025	Nationwide Environmental Services	7,537.00	Street Sweeping Services Jan 2025	Measure W Fund	280
093101	P	2/13/2025	Ok Printing Design & Digital Print	2,550.00	Quarterly Newsletter - Jan/Feb/Mar 2025 Printing	General Fund	100
093103	P	2/13/2025	Phoenix Group Information Systems	2,976.71	Citations Processing Fees Dec 2024	General Fund	100
093104	P	2/13/2025	QDoxs	49.28	Copier Base Charge 2/5/25-3/4/25	General Fund	100
093105	P	2/13/2025	Sanchez Awards	198.45	Recognition Plaques 11/12/24	General Fund	100
093106	P	2/13/2025	Southern California Edison	231.21	5916 King Ave/5913 Mayflower Ave 1/8/25-2/5/25	Gas Tax Fund	212
093107	P	2/13/2025	Stantec Planning & Landscape Architecture	8,463.75	Slauson/Atlantic Proj Engineering, Svcs Jan 2025	Grant Fund	261
093108	P	2/13/2025	Staples Business Advantage	48.67	Fin Dept - Seat Cushion 2/8/25	General Fund	100
		2/13/2025	Staples Business Advantage	485.74	Various Office Supplies 2/1/25	General Fund	100
093109	P	2/13/2025	T-MOBILE	586.39	Cell Phone Svcs 12/21/24-1/20/25	General Fund	100
093110	P	2/13/2025	The Gas Company	107.94	4317 Slauson Ave 1/8/25-2/6/25	General Fund	100
		2/13/2025	The Gas Company	36.40	4319 Slauson Ave 1/8/25-2/6/25	General Fund	100
		2/13/2025	The Gas Company	253.79	4323 Slauson Ave 1/8/25 - 2/6/25	General Fund	100
093111	P	2/13/2025	Chavelitas's Party Supply	50.00	State of the City- Table Cloth 11/7/24	General Fund	100
ACH-253		12/5/2024	8x8 Inc.	466.82	Telephone Svcs Nov 2024	General Fund	100
ACH-254		12/16/2024	California Public Employees' Retirement System	8,319.61	CalPERS Contribution 11/17/2024-11/30/2024	General Fund	100
		12/16/2024	California Public Employees' Retirement System	698.49	CalPERS Contribution 11/17/2024-11/30/2024	Gas Tax Fund	212
		12/16/2024	California Public Employees' Retirement System	89.30	CalPERS Contribution 11/17/2024-11/30/2024	Proposition A Fund	221
		12/16/2024	California Public Employees' Retirement System	286.31	CalPERS Contribution 11/17/2024-11/30/2024	Proposition C Fund	222
		12/16/2024	California Public Employees' Retirement System	72.70	CalPERS Contribution 11/17/2024-11/30/2024	Measure R Fund	224
		12/16/2024	California Public Employees' Retirement System	182.22	CalPERS Contribution 11/17/2024-11/30/2024	Measure M Fund	225
		12/16/2024	California Public Employees' Retirement System	590.98	CalPERS Contribution 11/17/2024-11/30/2024	CDBG	243
		12/16/2024	California Public Employees' Retirement System	41.08	CalPERS Contribution 11/17/2024-11/30/2024	Street Lighting Fund	251

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
		12/16/2024	California Public Employees' Retirement System	482.71	CalPERS Contribution 11/17/2024-11/30/2024	Local Fiscal Recovery Fund	273
		12/16/2024	California Public Employees' Retirement System	175.96	CalPERS Contribution 11/17/2024-11/30/2024	Successor Agency Fund	611
ACH-255		12/24/2024	California Public Employees' Retirement System	7,860.00	CalPERS Contribution 12/1/2024-12/14/2024	General Fund	100
		12/24/2024	California Public Employees' Retirement System	633.58	CalPERS Contribution 12/1/2024-12/14/2024	Gas Tax Fund	212
		12/24/2024	California Public Employees' Retirement System	89.30	CalPERS Contribution 12/1/2024-12/14/2024	Proposition A Fund	221
		12/24/2024	California Public Employees' Retirement System	315.81	CalPERS Contribution 12/1/2024-12/14/2024	Proposition C Fund	222
		12/24/2024	California Public Employees' Retirement System	74.25	CalPERS Contribution 12/1/2024-12/14/2024	Measure R Fund	224
		12/24/2024	California Public Employees' Retirement System	226.69	CalPERS Contribution 12/1/2024-12/14/2024	Measure M Fund	225
		12/24/2024	California Public Employees' Retirement System	507.48	CalPERS Contribution 12/1/2024-12/14/2024	CDBG	243
		12/24/2024	California Public Employees' Retirement System	11.55	CalPERS Contribution 12/1/2024-12/14/2024	Street Lighting Fund	251
		12/24/2024	California Public Employees' Retirement System	444.68	CalPERS Contribution 12/1/2024-12/14/2024	Local Fiscal Recovery Fund	273
		12/24/2024	California Public Employees' Retirement System	174.75	CalPERS Contribution 12/1/2024-12/14/2024	Successor Agency Fund	611
ACH-256		1/8/2025	California Joint Powers Insurance Authority	22,355.58	CJPIA Jan 2025	General Fund	100
ACH-257		1/7/2025	California Public Employees' Retirement System	29,249.07	Health Contribution Jan 2025	General Fund	100
		1/7/2025	California Public Employees' Retirement System	2,764.28	Health Contribution Jan 2025	Gas Tax Fund	212
		1/7/2025	California Public Employees' Retirement System	277.96	Health Contribution Jan 2025	Proposition A Fund	221
		1/7/2025	California Public Employees' Retirement System	844.29	Health Contribution Jan 2025	Proposition C Fund	222
		1/7/2025	California Public Employees' Retirement System	423.06	Health Contribution Jan 2025	Measure R Fund	224
		1/7/2025	California Public Employees' Retirement System	1,027.87	Health Contribution Jan 2025	Measure M Fund	225
		1/7/2025	California Public Employees' Retirement System	2,547.93	Health Contribution Jan 2025	CDBG	243
		1/7/2025	California Public Employees' Retirement System	112.63	Health Contribution Jan 2025	Street Lighting Fund	251
		1/7/2025	California Public Employees' Retirement System	2,408.94	Health Contribution Jan 2025	Local Fiscal Recovery Fund	273
		1/7/2025	California Public Employees' Retirement System	513.23	Health Contribution Jan 2025	Successor Agency Fund	611
ACH-258		1/15/2025	US Bank Fees	120.00	Analysis Svc Charges Jan 2025	General Fund	100
ACH-259		1/15/2025	Quadient Postage Funding	648.00	Postage Fees for Nov 2024	General Fund	100

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
ACH-260		1/17/2025	American Family Life Assurance Company of Columbus (AFLAC)	438.38	Aflac payment Dec 2024	General Fund	100
		Total ACH and Warrant Registers		1,303,548.96			
		1/16/2025	Payroll Transfer	56,885.21	Payroll Pay Period 12/29/2024 - 1/11/2025	Various Funds	
		1/30/2025	Payroll Transfer	61,353.00	Payroll Pay Period 1/12/2025 - 1/25/2025	Various Funds	
		2/12/2025	Payroll Transfer	60,916.42	Payroll Pay Period 1/26/2025 - 2/8/2025	Various Funds	
		Total ACH, Warrant Registers and Payroll Transfer		1,482,703.59			

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: February 26, 2025

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: SECOND READING AND CONSIDERATION TO ADOPT ORDINANCE NO. 25-01 OF THE CITY OF MAYWOOD, CALIFORNIA, AMENDING ARTICLE 8 AND ARTICLE 9 OF CHAPTER 2 OF TITLE 2 OF THE MAYWOOD MUNICIPAL CODE TO VEST IN THE CITY MANAGER AUTHORITY TO APPOINT THE CITY CLERK AND THE CITY TREASURER

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 25-01 amending the Municipal Code to vest in the City Manager authority to appoint the City Clerk and City Treasurer.

BACKGROUND:

The voters of the City of Maywood approved two ballot measures converting the offices of City Clerk and City Treasurer from elected to appointed positions. As a result, the City Council now has the authority to appoint individuals to these roles. Additionally, both the adopted ordinances and state law allow the City Council to delegate this appointment authority to the City Manager. The August 5, 2024, agenda report previously recommended that if the ballot measures were approved, the City Council should consider delegating appointment authority to the City Manager. This would ensure that professional staff handle the responsibilities associated with these offices, as is common practice in most cities.

The proposed ordinance, introduced and approved at the January 7, 2025, Special City Council Meeting, formally grants the City Manager the authority to appoint the City Clerk and City Treasurer. To ensure continuity of essential services, the City Council appointed City Manager Jennifer Vasquez to both positions.

DISCUSSION:

The proposed ordinance amends Article 8 (City Treasurer) and Article 9 (City Clerk) to add a new section to each wherein the City Council delegates and authorizes the City Manager to appoint the City Clerk and the City Treasurer. The appointed person is not required to be a City resident or elector. As stated in the August 5, 2024, City Council agenda report, when the Council placed the measures on the ballot, it was the recommendation of staff that if the ballot measures were passed by the voters, that the City Council consider delegating to the City Manager the appointment authority over the City Clerk and City Treasurer to ensure that professional staff undertake the duties performed by these offices. As in most cities, the state law duties of the City Clerk and City Treasurer are performed by existing professional staff. Adoption of this ordinance will ensure that the duties of these offices are carried out by staff that have the qualifications to do so.

LEGAL REVIEW:

This item was reviewed by the City Attorney.

FISCAL IMPACT:

There is no fiscal impact in taking such action as the duties of the City Clerk and City Treasurer are already being performed by existing employees.

ATTACHMENT(S)

1. Ordinance No. 25-01 - Appointment of City Clerk and City Treasurer

ORDINANCE NO. 25-01

AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA AMENDING ARTICLE 8 AND ARTICLE 9 OF CHAPTER 2 OF TITLE 2 OF THE MAYWOOD MUNICIPAL CODE TO VEST IN THE CITY MANAGER AUTHORITY TO APPOINT THE CITY CLERK AND THE CITY TREASURER

WHEREAS, prior to November 5, 2024, the offices of the City Clerk and City Treasurer of the City of Maywood were elective offices pursuant to California Government Code Section 36502;

WHEREAS, Government Code Section 36508 and the Elections Code authorize the City Council to submit to the electors the question of whether the elective City Clerk and City Treasurer shall be appointive offices and, if a majority of voters voting on the measure approve it, the offices shall become appointive;

WHEREAS, on August 5, 2024, pursuant to State law, the City Council adopted Resolution No. 6373, which called for a General Municipal Election to be held on November 5, 2024, submitting to voters a measure to convert the elected office of the City Clerk into an appointive office;

WHEREAS, on August 5, 2024, pursuant to State law, the City Council adopted Resolution No. 6374, which called for a General Municipal Election to be held on November 5, 2024, submitting to voters a measure to convert the elected office of the City Treasurer into an appointive office;

WHEREAS, on November 5, 2024, the voters of the City of Maywood approved the ballot measure set forth for Resolution No. 6373 and thereby approved and adopted an ordinance to make the office of the City Clerk appointive;

WHEREAS, on November 5, 2024, the voters of the City of Maywood approved the ballot measure set forth for Resolution No. 6374 and thereby approved and adopted an ordinance to make the office of the City Treasurer appointive;

WHEREAS, pursuant to Government Code Section 36510, the City Council may by ordinance vest in the City Manager the authority to appoint the City Clerk and City Treasurer; and

WHEREAS, Government Code Section 34856 provides that if the offices of the City Clerk and City Treasurer are appointive and if the City Manager is vested with the appointing power, the City Manager has the power to both appoint and dismiss;

WHEREAS, the City Council wishes to delegate its appointment authority to the City Manager to ensure the appointment of professionals with skills and expertise needed for the positions of City Clerk and City Treasurer; and

THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

Section 1. The City Council hereby specifically finds that all of the facts set forth in the recitals of this Ordinance are true and correct and are incorporated herein as if set forth in full.

Section 2. A new section 2-2.804 is hereby added to Chapter 2 of Article 8 of Title 2 of the Maywood Municipal Code to read as follows:

“2-2.804 — City Manager to Appoint City Treasurer.

Pursuant to Government Code Section 36510, the City Council delegates and authorizes the City Manager to appoint the City Treasurer. The appointed person shall not be required to be a City resident or elector”.

Section 3. A new section 2-2.903 is hereby added to Chapter 2 of Article 9 of Title 2 of the Maywood Municipal Code to read as follows:

“2-2.903 — City Manager to Appoint City Clerk.

Pursuant to Government Code Section 36510, the City Council delegates and authorizes the City Manager to appoint the City Clerk. The appointed person shall not be required to be a City resident or elector.

Section 4. To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or provisions of any prior City ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail.

Section 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, without regard to whether any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 6. Effective Date of Ordinance. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

Section 7. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED, this 26th day of February, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Aguiluz, Mayor

ATTEST:

Jennifer Vasquez, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: February 26, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY, OF ORDINANCE NO. 25-04, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, ADDING CHAPTER 47 (CONTRACTORS-PERMITS FOR LARGE PROJECTS) TO TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT) TO THE MAYWOOD MUNICIPAL CODE TO REQUIRE CONTRACTORS TO APPLY FOR A PERMIT FOR CERTAIN LARGE PROJECTS TO DISCLOSE LABOR VIOLATIONS"

RECOMMENDATION:

Staff recommends that the City Council introduce for first reading, by title only, Ordinance 25-04, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, ADDING CHAPTER 47 (CONTRACTORS-PERMITS FOR LARGE PROJECTS) TO TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT) TO THE MAYWOOD MUNICIPAL CODE TO REQUIRE CONTRACTORS TO APPLY FOR A PERMIT FOR CERTAIN LARGE PROJECTS TO DISCLOSE LABOR VIOLATIONS"

BACKGROUND:

Councilmember Frank Garcia received a letter from Western Regional Council of Carpenters with the subject "Combating Wage Theft and Upholding Labor Standards in Maywood" outlying the wage theft issue in the construction industry. The letter details the current issue with the situation and outlines the opportunity in which the City can help enforce by implementing the proposed ordinance regarding certain disclosure of previous state and federal labor violations. For more information please see Attachment 2: Combating Wage Theft and Upholding Labor Standards in Maywood.

DISCUSSION:

This ordinance would add a new Chapter to the Maywood Municipal Code requiring contractors currently working or about to work in the City on large projects to disclose any pending or final determinations related to state or federal labor violations. This would be accomplished by requiring the contractors to obtain a permit from the City prior to work on the project. Additionally, contractors must disclose any penalties paid to government agencies concerning such violations within the previous five years. The proposed regulations would apply only to projects involving 20 or more residential dwelling units or 20,000 or more square feet of commercial or industrial development.

The new regulation will apply to any contractor and all proposed subcontractors. If the applicant cannot provide a list of valid subcontractors and the required information when the Permit application is submitted, they must submit all necessary information to the City within a reasonable timeframe after the Permit is issued but before any work begins under that Permit.

If a contractor fails to provide all required information, including valid and current subcontractor listings, before starting work or fails to update subcontractor information within 72 hours of learning of any changes, the ordinance provides for a variety of remedies.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The recommendation has no fiscal impact, as it pertains only to the first reading of the ordinance.

ATTACHMENT(S)

1. Attachment 2: Combating Wage Theft and Upholding Labor Standards in Maywood
2. Ordinance No.25-04 Ordinance to Require Contractors to Apply for a permit for Certain Large Projects

To: Honorable Council Member Frank Garcia
From: Western Regional Council of Carpenters
Date: 08/07/2024

Subject: Combating Wage Theft and Upholding Labor Standards in Maywood

ISSUE:

Wage theft has emerged as an alarming and pervasive issue within the construction industry, inflicting significant harm on workers who often endure violations and loss of wages. Unfortunately, many workers are reluctant to report these violations out of fear of retaliation and potential job loss. The cumbersome and time-consuming process of pursuing wage theft claims further exacerbates the problem, disproportionately affecting low-paid workers, particularly minorities and immigrants.

The detrimental effects of wage theft ripple far beyond the affected workers themselves, impacting their families as well. A study conducted by the University of California, Berkeley Labor Center revealed that a staggering 39% of families of construction workers rely on one or more safety net programs, resulting in a substantial cost of nearly \$28 billion per year. Furthermore, three times as many construction workers lack health insurance compared to workers in other industries.

In addition to its direct impact on workers and their families, wage theft contributes to an unfair advantage for unscrupulous employers, perpetuating a decline in labor standards across the entire construction sector. This erosion of labor standards poses a grave concern for the industry as a whole.

The consequences of wage theft extend far and wide, presenting workers with numerous challenges, such as financial struggles, uncertainty about their future, and a profound sense of injustice. Urgent action is required to address this pressing issue and ensure the rights and well-being of construction workers are safeguarded.

OPPORTUNITY:

The City of Maywood has an opportunity to take a proactive stance against wage theft and enforce labor standards by implementing a contractor verification form for large projects in the City. This measure will promote transparency, encourage reporting, and ensure compliance with labor laws. Here are the key components of the proposed contractor verification ordinance:

- **Time of Reporting:** Contractors and subcontractors must submit a verification form and have it validated before building permits are issued. This approach aligns with the practices of other cities like Gardena, Carson, Irvine, Santa Ana, Anaheim, and San Diego.
- **Reporting Threshold:** The disclosure requirement would apply to residential and mixed-use developments comprising 20 or more dwelling units, including single dwelling unit subdivisions, as well as commercial or industrial development involving 20,000 square feet or more of tenant improvements or additional gross floor area. Smaller projects will be exempted.

- **Reporting of Past Labor Violations:** The verification form would require contractors to disclose any pending or prior enforcement actions for state or federal labor violations and whether they have paid any penalties to government agencies related to the provisions of the California Labor Code.
- **Requirements for Incomplete Reporting:** The proposed disclosure requirement should outline the procedure for contractors to rectify incomplete information. Examples by other cities include: giving contractors two business days to fill in any missing details after the permit is awarded.
- **Violations for Not Reporting Information:** Requirements without enforcement lead to inaction. We suggest including violations for not reporting information. Other cities have included the following: (1) issuing a stop-work order, (2) permit revocation, (3) and payment of a penalty equal to the original permit fee to the City for each violation to help defray the City's enforcement costs.

By implementing this common-sense measure, Maywood can enhance transparency, hold contractors accountable, and protect workers from wage theft. Upholding labor standards will contribute to a more fair and just construction industry in Maywood.

Thank you.

Sincerely,
Kyle Patterson
Salvador George
Boris Gresely

ORDINANCE NO. 25-04

AN ORDINANCE OF THE CITY OF MAYWOOD ADDING CHAPTER 47 (CONTRACTORS-PERMITS FOR LARGE PROJECTS) TO TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT) TO THE MAYWOOD MUNICIPAL CODE TO REQUIRE CONTRACTORS TO APPLY FOR A PERMIT FOR CERTAIN LARGE PROJECTS TO DISCLOSE LABOR VIOLATIONS

WHEREAS, the City of Maywood (the “City”) fosters a culture of accountability and safety among companies and organizations that transact business in the City and

WHEREAS, the City strives to protect human rights and workers’ rights and eradicate labor exploitation by identifying and addressing labor violations, including but not limited to wage theft and

WHEREAS, the City recognizes that companies and organizations’ compliance with labor standards enhances public health, safety, and welfare and is in the best interest of the City and its community and

WHEREAS, the City desires to require contractors to disclose any pending or final determinations for state or federal labor violations within the prior five (5) years and make the same disclosures applicable only to projects involving 20 or more residential dwelling units or 20,000 or more square feet of commercial or industrial development; and

WHEREAS, these disclosures are intended to uphold fair labor and business practices for contractors undertaking certain projects.

WHEREAS, the proposed Ordinance will adopt Chapter 47 (Contractors) of Title 5 (Public Welfare, Morals, And Conduct) of the Maywood Municipal Code, requiring contractors to apply for a permit to disclose labor violations on certain large projects.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. A new Chapter 47 entitled “Contractors - Permits for Large Projects” is hereby added to Title 5 (Public Welfare, Morals, and Conduct) of the Maywood Municipal Code to read as follows:

“Chapter 47- CONTRACTORS - PERMITS FOR LARGE PROJECTS

5-47.01- Definitions.

Unless otherwise apparent from the context, certain words and phrases used in this chapter shall be defined as follows:

“City” shall mean the City of Maywood.

“Contractor” shall mean any Person who undertakes, or offers to undertake, or does himself or through others, the construction, alteration, repair, excavation, addition to, subtraction from, improvement, moving, wrecking or demolishing of any building or other structure, project, development or improvement, or any part thereof, including the erection of scaffolding, or other structures, or works in connection therewith. Contractor shall include specialty contractor, but shall not include anyone who merely furnishes materials or supplies without fabricating them into, or consuming them in the performance of, the work of the contractor.

“Permit” shall mean an official document issued by the City under this Chapter.

“Person” shall mean any natural person, firm, company, corporation, partnership, association, any public corporation, trust, estate, joint venture, club, joint stock company, business trust, domestic or foreign corporation, association, syndicate, society or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

“Project” shall mean any development project within the City consisting of 20 or more residential dwelling units or 20,000 or more square feet of commercial or industrial development.

“Subcontractor” shall mean any Person who undertakes, or offers to undertake, or does by himself or through others, for a Contractor, the furnishing of any labor or service in constructing, altering, repairing, excavating, adding to, subtracting from, altering, moving, wrecking, or demolishing any building or other structure, project, or development, or improvement, including the erection of scaffolding, or other structure, or works in connection therewith.

5-47.02- Permit: Required

Any Contractor, Subcontractor or Person working on and/or proposed to provide work on a Project, as defined in Section 5-47.01, shall obtain a Permit prior to commencement of any work on the Project.

5-47.03- Permit: Requirements

No Contractor, Subcontractor or Person shall be issued a Permit unless the Person is:

- (a) A licensed Contractor licensed by the California Contractors State License Board.
- (b) An employee, agent, or authorized representative of a licensed Contractor.
- (c) The property owner performing their work; or

(d) An employee of the owner, provided that the owner shows evidence of workers' compensation insurance required by state and City laws and their federal tax identification number.

5-47.04- Permit: Application Information

A Contractor, Subcontractor or Person applying for a Permit shall submit the following information as part of the Permit application and prior to the commencement of work:

(a) The applicant shall provide a list of all Contractors and Subcontractors that conduct work and/or hired to conduct work or are proposed to conduct work or proposed to be hired on the Project. Information for such Contractors and Subcontractors on the list shall include documents that verify evidence of each Contractor's and Subcontractor's workers' compensation insurance and their state contractor license and license category, City business license, and federal tax identification number. If the applicant is the Contractor or Subcontractor, they shall provide the information required herein for their business on the application. No Person shall contract or subcontract construction work without a valid Contractor's license pursuant to applicable provisions of the California Business and Professions Code.

(b) For each Contractor and Subcontractor on the list provided in paragraph (a) above, the applicant shall provide a disclosure of any pending or final determinations pertaining to state or federal labor violations and any penalties paid to any government agencies related to such violations within the prior five (5) years from the date of the application for each Contractor and Subcontractors on the Project. If the applicant is the Contractor or Subcontractor, they shall provide this disclosure for themselves on the application as required herein.

5-47.05- Permit: Amendment or Changes

(a) If at any time after the Permit is issued and a change occurs in any information submitted to the City pursuant to this Chapter, the Permittee shall submit updated information to the City within three business days of the Permittee acquiring knowledge of such change.

(b) If the Permittee is a Contractor that hires a new Subcontractor after the issuance of their Permit, the Contractor shall within three business days of such hiring, either update the information submitted to the City pursuant to this Chapter to include the information regarding the Subcontractor, or require the Subcontractor to obtain a permit under this Chapter.

(c) If a new Contractor or new Subcontractor begins work commences on the Project, the Contractor or Subcontractor shall submit an application for a Permit to the City within 3 business days of commencing work on the Project.

5-47.06- Permit: Suspension and revocation

In the event that the applicant cannot provide the complete list of valid subcontractors and the information required above upon Permit application, the applicant shall provide to the City within a reasonable period after issuance of each Permit but prior to commencement of any work pursuant to said Permit, all information required by Section 5-47.04. Failure to comply with the provisions of this Chapter, including Sections 5-47.04 and 5-47.05, may result in one or more of the following:

- (1) Issuance of a Stop Work Order;
- (2) Revocation of the Permit;
- (3) The Permit applicant paying a penalty for default to the City in an amount equal to the original Permit fee for each violation to defray City costs of enforcement of this Chapter; or
- (4) The issuance of an administrative citation pursuant to Section 6-4.30 or the penalties set forth in Maywood Municipal Code Section 1-2.01 of this Code.

5-47.07- Conducting Business without a Permit

Any work performed before satisfying this Chapter's requirements shall be deemed performed without the required Permit.

5-47.08- Administrative Regulations.

To implement the provisions of this Chapter, the City Manager may adopt administrative procedures, regulations and guidelines consistent with the provisions of this Chapter. These administrative procedures, regulations and guidelines shall have the force and effect of law and may be relied upon by the parties to determine their rights and responsibilities under this Chapter. Such administrative procedures, regulations and guidelines shall be posted at City Hall or on the City's website or made available by the City when so adopted."

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

Section 3. CEQA. This Ordinance has been reviewed by the City Council concerning applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Ordinance is not a "project" for purposes of CEQA, as that term

is defined by CEQA Guidelines Section 15378, because City has determined, in its discretion and based on substantial evidence, that this Ordinance concerns organizational or administrative activities and presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

Section 4. Effective Date. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

Section 5. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED, this 26th day of March, 2025.

Mayra Aguiluz, Mayor

ATTEST:

Daisy Guerrero, Deputy City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Daisy Guerrero, Deputy City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Ordinance, being Ordinance No. 25-04, 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 26th day of March, 2025, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Daisy Guerrero, Deputy City Clerk

AGENDA REPORT
CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: February 26, 2025

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 ONYX PAVING COMPANY, INC. FOR PAVEMENT REHABILITATION PROGRAM FY 2024-2025 PROJECT NO. 6224 FOR AN AMOUNT OF \$1,123,000

RECOMMENDATION:

Staff recommends that the City Council approve and award a contract to Onyx Paving Company, Inc. for the Pavement Rehabilitation Program FY 2024-2025 Project for a total amount of \$1,123,000.

BACKGROUND:

The project includes asphalt concrete resurfacing (cold mill and overlay), asphalt slurry seal, concrete curb ramp, curb and gutter, sidewalk replacement at various locations, striping and pavement markings, and related work. The proposed improvements will be completed within 50 working days. The project location map is shown in Attachment No. 3.

On January 6, 2025, staff advertised Notice Inviting Bids (NIB) in the local newspaper in conformance with City of Maywood Municipal Code Section 3-7.04. Bids were due on February 5, 2025, at 2:00 p.m.

DISCUSSION:

On February 5, 2025, at 2:00 p.m., a total of eight (8) bids were received as shown below:

Contractor Name (from low to high cost)	Bid Amount
ONYX PAVING COMPANY, INC.	\$1,123,000.00
HARDY & HARPER, INC.	\$1,136,000.00
SEQUEL CONTRACTORS, INC.	\$1,184,104.35
EXCEL PAVING COMPANY	\$1,198,791.50
ALL AMERICAN ASPHALT	\$1,212,984.00
DASH CONSTRUCTION COMPANY	\$1,340,405.36
SULLY-MILLER CONTRACTING CO.	\$1,372,807.64
FS CONTRACTORS, INC.	\$1,678,851.44

Staff conducted a bid analysis for the apparent 1st low bidder, Onyx Paving Company, 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, Onyx Paving Company, Inc. was found to be the lowest responsive bidder.

Staff recommends City Council award a contract to Onyx Paving Company, Inc. for a total amount of \$1,123,000 and authorize the City Manager to execute the contract.

The proposed project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302: Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

LEGAL REVIEW:

City Attorney has reviewed this report.

FISCAL IMPACT:

The total estimated project cost of \$1,643,595.50 will be funded as follows: \$763,596 of SB1 Fund 216, \$605,322 of Measure R Fund 224, \$274,678 of LACMTA Fund in the 2024-25 Capital Improvement Program.

Construction Contract	\$1,123,000.00
Contingency Budget allowance for unforeseen conditions as necessary (15%)	\$168,450.00
Total Construction Budget	\$1,291,450.00
Design Engineering (Preparation of PS&E), geotechnical review (15%)	\$192,145.50
Construction management, inspection, materials testing/inspection (12.4%)	\$160,000.00
Project Total	\$1,643,595.50

ATTACHMENT(S)

1. Agreement w/ Onyx Paving Company
2. Onyx Paving Company Bid
3. Pavement Rehabilitation Program FY 24-25 - Project Location Map

Attachment No. 1 – Agreement with Onyx Paving Company, Inc

CONTRACT

CITY OF MAYWOOD CONTRACT FOR PAVEMENT REHABILITATION PROGRAM FY 2024-2025

THIS CONTRACT ("Contract") is made and entered this February 26, 2025 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and Onyx Paving Company, Inc, a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 630360; Class A, C12. Contractor's DIR registration number is 1000004798.

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 Pavement Rehabilitation Program FY 2024-2025 ("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 One Million One Hundred Twenty Three Thousand dollars (\$1,123,000.00) 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:

PAVEMENT REHABILITATION PROGRAM FY 2024-2025
(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.*

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:

PAVEMENT REHABILITATION PROGRAM FY 2024-2025

(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.

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

- ☐ Following Form
☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____

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*)

Attachment No. 2 – Onyx Paving Company, Inc. Bid

CITY OF MAYWOOD, CALIFORNIA



BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS

for

PAVEMENT REHABILITATION PROGRAM FY 2024-2025 PROJECT NO. 6224

Date Issued: January 6, 2025

Bid Due Date:

February 5, 2025, 2:00 PM

Submit bids to:

**The City will be receiving bids electronically via City of
Maywood's Planetbids portal at**

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

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**NOTICE INVITING BIDS
FOR
PAVEMENT REHABILITATION PROGRAM FY 2024-2025
PROJECT NO. 6224**

NOTICE IS HEREBY GIVEN that the City of Maywood, California ("City") invites electronic Bids for the Project up to the hour of **2:00 PM** on **February 5, 2025**. The City will be receiving bids electronically via City of Maywood's Planetbids portal at <https://pbsystem.planetbids.com/portal/64496/portal-home>

At the time of the bid due time, bids will be opened publicly on Teams via following link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2RhMmQxZjctYTc4Ni00Njk1LTk4Y2ItMGNkMDNjYTNmZiE3%40thread.v2/0?context=%7b%22Tid%22%3a%22c3e6ddd7-74c4-466b-ab23-93b60dd63470%22%2c%22Oid%22%3a%221ebe4ac9-be34-4395-a07a-9bee47a24001%22%7d

Or call in (audio only): (747) 208-5425 Phone ID: 548648337# Meeting ID: 297 704 563 531
Passcode: gE6VQ7mc

SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, consists of and includes asphalt concrete resurfacing (coldmill and overlay), asphalt slurry seal, concrete curb ramp and curb & gutter replacement at various locations, striping and pavement markings and other incidental and appurtenant work necessary as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer.

OBTAINING BID DOCUMENTS. Electronic files of the Plans, Specifications and Contract Documents are available for download on the City website at: <https://pbsystem.planetbids.com/portal/64496/portal-home> Hard copy of the bid package will not be mailed.

TIME OF COMPLETION. The Contractor shall complete all work within 50 working days of the issuance of the Notice to Proceed.

ESTIMATED COST OF WORK. Estimated cost is \$1,300,000.

PRE-BID MEETING AND SITE VISIT. None held. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

DBE: There is no mandatory DBE Participation requirement. All bidders are required to comply with all applicable competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veterans. The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

BONDS. Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

RETENTION OF RECORDS RELEVANT TO AUDITS AND REVIEWS. The Contractor and subcontractors working in the City of Maywood must retain records pertaining to said project for a minimum of five (5) years. Record to be retained include but not limited to documents regarding payroll, change orders, field directives, as-built plans, etc.

LICENSES. Each Bidder shall possess a valid Class A Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments

of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

LIQUIDATED DAMAGES. Liquidated damages is \$500 per calendar day.

All questions regarding this bid shall be submitted electronically via City of Maywood's PlanetBids portal, no later than 10 calendar days prior to bid opening deadline.

INSTRUCTIONS TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary. Each Bid must be submitted via Planetbids.

DELIVERY OF BIDS. The Bid shall be delivered by the time and date electronically via Planetbids. No oral, faxed, emailed, or telephonic Bids or alternatives will be considered. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the Bid submission deadline shall be returned unopened. Bidders are invited to be present for Bid opening. Accepted Bids shall become the property of the City.

AMENDED BIDS. Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the City Clerk before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the Bid opening date.

BIDDER'S SECURITY. Each Bid shall be accompanied by cash, a certified or cashier's check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within fifteen (15) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. The City does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, the City may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. The City Engineer may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received any and all Addenda. Each Bidder is responsible for verifying that it has received all Addenda issued, if any. Bidders must acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

FACSIMILE NUMBER AND EMAIL ADDRESS. Bidders shall register on Planetbids to facilitate transmission of Addenda and other information related to these Contract Documents. Failure to register on Planetbids may result in late notification. A Bidder shall be responsible for all Addenda, and a Bidder shall have no recourse due to not able to download and acknowledge Addenda via Planetbids.

DISCREPANCIES IN BIDS. Each bidder shall set forth as to each item of Work, in clearly legible words and figures, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "extended amount" column, then the amount set forth in the "extended amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "extended amount" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "extended amount" column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each Bidder must carefully examine the Project site and the entirety of the Contract Documents. Upon submission of a Bid, it will be conclusively presumed that the Bidder has thoroughly investigated the Work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Bid submission, it also shall be conclusively presumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents, including all Addenda. No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the City with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than the date specified in Section 4-6 of the General Provisions. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in more than one Bid for the Project, unless alternate Bids are specifically called for. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from

making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

RETURN OF BID SECURITY. The successful Bidder's Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a reasonable time, which in any case shall not exceed sixty (60) Days after the successful Bidder has signed the Contract.

AWARD OF CONTRACT. 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. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within sixty (60) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

DETERMINATION OF LOWEST BID. In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined as indicated in Section B - BID.

TRENCHING. If the Project involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five (5) feet deep or more, then each Bidder must submit, as a Bid item, adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by the City in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

LISTING SUBCONTRACTORS; SELF-PERFORMANCE. Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*). Contractor shall self-perform not less than 50% of the Work, in accordance with Section 3-2 of the Standard Specifications.

EXECUTION OF CONTRACT. The selected Bidder shall execute the Contract in the form included in these Contract Documents within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all insurance and Bonds as herein specified, and provide copies to the City, within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security. In such event, the City may declare the Bidder's security forfeited to the extent permitted by law, and the City may award the Contract to the next lowest responsible Bidder or may reject all bids.

NO COMPENSATION FOR COSTS INCURRED PRIOR TO CONTRACT EXECUTION. All costs incurred by the selected Bidder prior to Contract award and execution of the Contract by the City shall be at the Bidder's sole risk. City shall have no liability for costs incurred prior to its execution of the Contract.

SIGNATURES. The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. Bids submitted as joint ventures must so state and be signed by each joint venturer. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors, a certified copy of a

certificate of partnership acknowledging the signer to be a general partner, or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom. Alternatively, Bids submitted by corporations must be executed as specified in Corporations Code Section 313, and Bids submitted by partnerships must be executed by all partners comprising the partnership.

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given the City evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing the payment of claims for labor and materials.

WORKER'S COMPENSATION. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the City the following certificate prior to performing the work under this contract. The form of such certificate is included as part of the contract documents. "I am aware of the provisions of Section 3700 of the Labor Code which require 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."

EMPLOYMENT OF APPRENTICES. Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 seq. to ensure compliance and complete understanding of the law regarding apprentices. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist. In addition to the above State Labor Code Requirements regarding the employment of apprentices and trainees, the Contractor and all subcontractors shall comply with Section 5 a. 3, Title 29 of the Code of Federal Regulations (29CFR).

CONFLICT OF INTEREST. In the procurement of supplies, equipment, construction and services by sub-recipients, the conflict-of-interest provision including, but not limited to, 2 CFR part 200, Subpart B, 200.112, 24 CFR Part 570.611 and 24 CFR part 85, Section 85.36 (b), respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection or in award of administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

TELEPHONES. Bidders are hereby notified that the City will not provide telephones for their use at the time of Bid submission.

INTERPRETATION OF CONTRACT DOCUMENTS. Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to the City Engineer a written request for an interpretation or correction not later than ten (10) Days before the Bid submission deadline. Requests for clarification received after this date will be disregarded. Please indicate the Project and identification number in the request for clarification. Telephonic requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in

performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

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 |

BID**CITY OF MAYWOOD
PAVEMENT REHABILITATION PROGRAM FY 2024-2025
PROJECT NO. 6224**

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. N/A Date: N/A

Addendum No. N/A Date: N/A

Addendum No. N/A Date: N/A

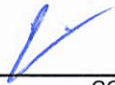
Addendum No. N/A Date: N/A

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.

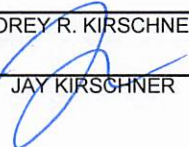
Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter 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 630360, Class A, C12, which expires on 10/31/2025.

Bidder's Name: ONYX PAVING COMPANY, INC.

Signature: 
COREY R. KIRSCHNER

Title: CEO Date: 2/4/2025

Signature: 
JAY KIRSCHNER

Title: VP, SEC. TREAS. Date: 2/4/2025



500

DATE OF DEATH: 05/04/2016 11:00 AM

[Faint, illegible markings]



CITY OF MAYWOOD
BID SHEETS FOR
PAVEMENT REHABILITATION PROGRAM FY 2024-2025
PROJECT NO. 6224

Bidder's Name: ONYX PAVING COMPANY, 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.	Cold-mill 2" existing asphalt concrete.	343,245	SF	\$ <u>0.42</u>	\$ <u>144,162.90</u>
2.	Construct 2" AC overlay, Type C2-PG 64-10 and shall include adjusting manhole frame and cover, adjust water valve cover and gas valve cover to grade. Work includes crack sealing.	4,238	TONS	\$ <u>124</u>	\$ <u>525,512</u>
3.	Construct Quick Set Emulsion Aggregate Slurry Type II (Cationic) with 2½ percent Latex Additive. Work includes crack sealing.	244,034	SF	\$ <u>0.42</u>	\$ <u>102,494.28</u>
4.	Remove and reconstruct existing curb and gutter per SPPWC 120-3 to match existing; work shall include 1' wide x 8" deep AC Pavement slot cut and restore it with AC, type C2-PG 64-10, full depth.	379	LF	\$ <u>111</u>	\$ <u>42,069</u>
5.	Remove and construct curb ramp per SPPWC STD Plan 111-5, type shown on plan; work shall include 1' wide x 8" deep AC Pavement slot cut and restore it with AC, type C2-PG 64-10, full depth.	6	EA	\$ <u>8,228</u>	\$ <u>49,368</u>
6.	Remove and replace PCC cross gutter/spandrel at various locations per SPPWC STD Plan No: 122-3. This bid item shall be used at the locations of the proposed curb ramp improvements to replace damaged cross/longitudinal gutters, and to be field determined by the inspector.	4	EA	\$ <u>5,500</u>	\$ <u>22,000</u>

BID

B-3

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
7.	Install detectable warning (truncated dome / glue-down) to existing compliant curb ramp per SPPWC STD. Plan No: 111-5.	19	EA	\$ <u>1,111</u>	\$ <u>21,109</u>
8.	Remove speed hump and construct new speed hump per detail on sheet 2.	5	EA	\$ <u>4,400</u>	\$ <u>22,000</u>
9.	Installation of parking tees.	1,500	EA	\$ <u>18</u>	\$ <u>27,000</u>
10.	Remove existing pavement markings and striping including raised pavements markers inside and outside AC coldmill and slurry seal areas and install pavement markings & striping including raised pavement markers as shown on the plans including restoration of damaged pavement due to striping removal. This bid item excludes parking tees (parking tees are covered on a separate bid item).	1	LS	\$ <u>121,247.82</u>	\$ <u>121,247.82</u>
11.	Remove and reinstall detector loop and connect wires to existing lead in cables to match existing.	2	EA	\$ <u>1,414</u>	\$ <u>2,828</u>
12.	Adjust Sewer/SD Manhole frame & cover	30	EA	\$ <u>1,111</u>	\$ <u>33,330</u>
13.	Remove existing sign post and install new post per sign post detail on sheet 2. Reinstall existing R1-1 sign and install new R1-3P sign on new post per CA MUTCD and sign post detail on sheet 2.	10	EA	\$ <u>555</u>	\$ <u>5,550</u>
14.	Install R1-3p sign on existing post below stop sign.	39	EA	\$ <u>111</u>	\$ <u>4,329</u>
TOTAL BASE BID AMOUNT IN NUMBERS					\$ <u>1,123,000</u>
TOTAL BASE BID AMOUNT IN WORDS: <u>One million one hundred twenty three thousand dollars even.</u>					

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT

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: \$ 1,123,000

TOTAL BID PRICE IN WORDS: One million one hundred twenty-three thousand dollars even.

Signature: [Signature] Title: CEO Date: 2/4/2025
COREY R. KIRSCHNER

Signature: [Signature] Title: VP, SEC, TREAS. Date: 2/4/2025
JAY KIRSCHNER

BID

B-5

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

QUESTIONNAIRE FORM

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

- (1) Bidder's Name: ONYX PAVING COMPANY, 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.
N/A
- (3) Business Address: 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806
- (4) Telephone: 714-632-6699 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: A, C12
Original Date Issued: 10/09/1991 Expiration Date: 10/31/2025
- (8) DIR Contractor Registration Number: 1000004798
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
COREY R. KIRSCHNER - CEO
- (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: COREY R. KIRSCHNER
Date of Inspection: 1/29/2025
- (11) Number of years' experience the company has as a contractor in construction work: 34
- (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:
COREY R. KIRSCHNER - CEO, ANTHONY STEEN - PRES.,
RICHARD DEVOS - CFO, JAY KIRSCHNER - VP, SEC, TREAS.
2890 E. LA CRESTA AVE. ANAHEIM, CA 92806 714-632-6699
- (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.

N/A

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

N/A

- (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.

N/A

- (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.

N/A

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

SIDEWALK REHABILITATION PROJECT FY 2020-2021 (CDBG)

PUBLIC WORKS YARD

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.

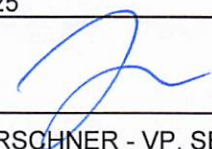
The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Company

Signature: 

Title: COREY R. KIRSCHNER - CEO

Date: 2/4/2025

Signature: 

Title: JAY KIRSCHNER - VP, SEC, TREAS.

Date: 2/4/2025



1. The first step is to identify the problem. This involves understanding the current situation and the goals that need to be achieved.

2. The second step is to analyze the problem. This involves breaking down the problem into smaller, more manageable parts and identifying the causes of the problem.

3. The third step is to develop a solution. This involves brainstorming ideas and selecting the best one to implement.

4. The fourth step is to implement the solution. This involves putting the solution into action and monitoring the results.

5. The fifth step is to evaluate the results. This involves assessing the effectiveness of the solution and making any necessary adjustments.

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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 PLEASE SEE ATTACHED REFERENCES.

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

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 2 Name/Number PLEASE SEE ATTACHED REFERENCES.

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

BID

B-10

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

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 3 Name/Number PLEASE SEE ATTACHED REFERENCES.

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

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 PLEASE SEE ATTACHED REFERENCES.

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

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 PLEASE SEE ATTACHED REFERENCES.

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

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 PLEASE SEE ATTACHED REFERENCES.

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$_____ **Final Contract Amount:** \$_____

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.

PLEASE SEE ATTACHED REFERENCES.

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
Pavement Rehab Company	1051374 C-12, C-8	1000064823	Anaheim, CA 714-238-1444	concrete work and crack seal	\$126,959.92
American Asphalt South, Inc.	7849169 A	1000000645	Riverside, CA 909-427-8216	slurry seal	\$75,138.07
Online Striping Service, Inc.	862350 C-32	1000012226	Corona, CA 714-381-7230	striping and signing	\$123,900
Smithson Electric, Inc.	614518 C-10	1000001610	Orange, CA 714-997-9556	Traffic loops	\$2,300

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.

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 - Surveyor	1000001533	Orange, CA 714-628-8949	Survey	\$11,650

¹ The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

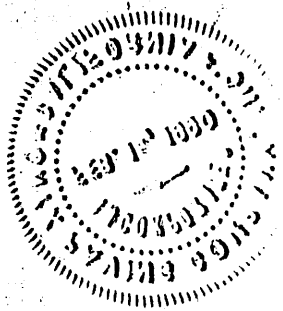
Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (51%) of the Contract Price.

INDUSTRIAL SAFETY RECORD FORMBidder's Name ONYX PAVING COMPANY, INC.

	Current Year of Record	2023	2022	2021	2020	2019	Total
Number of contracts	121	140	133	89	136	137	756
Total dollar amount of contracts (in thousands of dollars)	150,044	108,532	83,134	42,805	39,139	24,294	448,226
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	1	0	2	0	1	4
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

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: COREY R. KIRSCHNER - CEODate: 2/4/2025Signature: Title: JAY KIRSCHNER - VP, SEC, TREAS.Date: 2/4/2025



10

[illegible]

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

Bond No. N/A - Bid Bond**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: Pavement Rehabilitation Program FY 2024-2025 Project No. 6224

WHEREAS Onyx Paving Company, Inc. - 2890 East La Cresta Avenue, Anaheim, CA 92806
(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 _____

Swiss Re Corporate Solutions America Insurance Corporation - 1200 Main St. Suite 800, Kansas City, MO 64105 - 2478
(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 the Total Amount Bid (10%)

Dollars (\$ _____ 10% _____), 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.

BID**B-17****BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"**

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: February 3rd, 2025

“Principal”

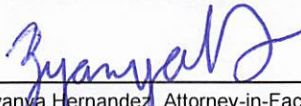
Onyx Paving Company, Inc.
2890 East La Cresta Avenue, Anaheim, CA 92806

By: 
Its: Corey R. Kirschner- CEO

By: _____
Its: _____

“Surety”

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main St. Suite 800, Kansas City, MO 64105 - 2478

By: 
Its: Zyanya Hernandez, Attorney-in-Fact

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 ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

On February 3, 2025 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

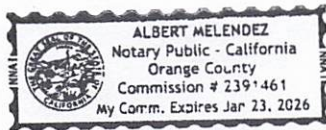
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On FEB 03 2025, before me, Albert Melendez, Notary Public,
personally appeared Zyanya Hernandez

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing
paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE [Signature]

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ERIK JOHANSSON, JENNIFER ANAYA, MELISSA LOPEZ, CHRISTINA ROGERS, ALBERT MELENDEZ

MARTHA BARRERAS, JOAQUIN PEREZ, JONATHAN BATIN, VANESSA RAMIREZ, and ZYANYA HERNANDEZ

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

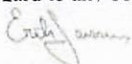
TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

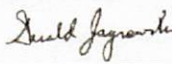
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By 
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of February, 20 25.


Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

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

The undersigned declares:

I am the CEO of ONYX PAVING COMPANY, 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 2/4/2025 [date], at ANAHEIM [city], CA [state].

Signature: _____

Printed Name: COREY R. KIRSCHNER - CEO

Date: 2/4/2025

Signature: _____

Printed Name: JAY KIRSCHNER - VP, SEC, TREAS.

Date: 2/4/2025





REFERENCES

PROJECT NAME: CITYWIDE ASPHALT REPAIRS PROJECT FY 21/22

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: FEB 2022 - NOV 2022

CONSULTING COMPANY: CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629

CONTACT PERSON: SCOTT FISHER 760-814-7226

ORIGINAL CONTRACT AMOUNT: \$1,595,000.00

FINAL CONTRACT AMOUNT: \$1,314,878.59

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENT

APPROXIMATE CONSTRUCTION DATES: SEP 2023- MAR 2024

AGENCY: CITY OF EASTVALE - 12363 LIMONITE AVE #910, EASTVALE, CA 91752

CONTACT PERSON: CHUCK STAGNER 714-925-4628

ORIGINAL CONTRACT AMOUNT: \$5,858,000

FINAL CONTRACT AMOUNT: \$5,998,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2021-2022 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022 - MARCH 2023

AGENCY: CITY OF ARCADIA -240 W. HUNTINGTON DR, ARCADIA, CA 91007

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,899,698.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



PROJECT NAME: 21-22 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022- MAY 2023

AGENCY: CITY OF TEMPLE CITY - 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780

CONTACT PERSON: ALI CAYIR 714-883-8677

ORIGINAL CONTRACT AMOUNT: \$3,727,000

FINAL CONTRACT AMOUNT: \$4,031,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 23-24 SLURRY SEAL AT VARIOUS LOCATIONS

PROJECT DESCRIPTION: CITYWIDE ASPHALT REPAIRS & SLURRY

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - APRIL 2024

AGENCY: CITY OF MONTEREY PARK -320 WEST NEWMARK AVE MONTEREY PARK, CA 91754

CONTACT PERSON: ZIAD MAZBOUDI 626-532-2018

ORIGINAL CONTRACT AMOUNT: \$1,400,000

FINAL CONTRACT AMOUNT: \$1,269,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ACTUAL BID QUATITIES LESS THAN ORIGINAL BID QUANTITY.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 SB1 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS STREET FULL DEPTH RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - MAY 2024

AGENCY: CITY OF HEMET - 445 E FLORIDA AVENUE HEMET, CA 92543

CONTACT PERSON: JILLEEN FERRIS 951-765-2360

ORIGINAL CONTRACT AMOUNT: \$2,020,000

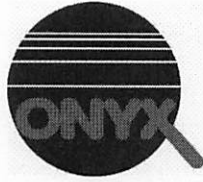
FINAL CONTRACT AMOUNT: \$2,528,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

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PROJECT NAME: PARKS, CIVIC CENTER & SHERRIF STATION PARKING LOT REHABILITATION

PROJECT DESCRIPTION: ASPHALT REMOVAL & REPLACEMENT

APPROXIMATE CONSTRUCTION DATES: FEB 2024 - MAY 2024

AGENCY: CITY OF LAWNSDALE - 14717 BURIN AVE LAWNSDALE, CA 90260

CONTACT PERSON: NICK PETREVSKI 310-973-3265

ORIGINAL CONTRACT AMOUNT: : \$486,486

FINAL CONTRACT AMOUNT: \$601,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREET PAVEMENT REHABILITATION PROJECT, AREA 8

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2022 - OCT 2022

AGENCY: CITY OF DOWNEY-11111 BROOKSHIRE AVE, DOWNEY, CA 90241

CONTACT PERSON: BRIAN ALANAN 562-904-7110

ORIGINAL CONTRACT AMOUNT: \$3,227,000.00

FINAL CONTRACT AMOUNT: \$3,553,442.43

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



LARGE PROJECT REFERENCES

PROJECT NAME: CULVER DRIVE IMPROVEMENTS FROM WALNUT AVENUE TO I-5 FREEWAY

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: SEPT 2022 - JAN 2023

CONSULTING COMPANY: CITY OF IRVINE - 6427 OAK CANYON, IRVINE, CA 92618

CONTACT PERSON: FARHAD BOLOURCHI 949-724-6689

ORIGINAL CONTRACT AMOUNT: \$1,677,000.00

FINAL CONTRACT AMOUNT: \$1,704,308.59

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PHASING 6A - RESIDENTIAL STREET REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES:

CONSULTING COMPANY: CITY OF LA MIRADA - 15515 PHOEBE AVE, LA MIRADA, CA 90638

CONTACT PERSON: ERIC VILLAGRACIA 562-902-2373

ORIGINAL CONTRACT AMOUNT: \$4,242,000.00

FINAL CONTRACT AMOUNT: \$4,524,646.67

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: SCOPES OF WORK CHANGED BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: ROCHESTER AVENUE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: MARCH 2022-AUG 2022

AGENCY: CITY OF RANCHO CUCAMONGA - 10500 CIVIC CENTER DRIVE, RANCHO CUCAMONGA, CA 91730

CONTACT PERSON: ROMEO DAVID 909-774-4070

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,714,733.75

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



REFERENCES

<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
Fullmer Construction	Centerpointe	Moreno Valley	\$3,187,914.00
1725 S. Grove Ave.	Sycamore Bus. Park	Riverside	\$999,708.00
Ontario, CA 91761	Hillwood Hofer Ranch	Ontario	\$603,600.00
Ph: 909-947-9467	Interchange A-E	San Bernardino	\$1,288,615.00
Fax: 909-947-2970	San Michelle Logistics	Moreno Valley	\$670,674.00
Contact: Casey Jones	Terra Francesco	Ontario	\$524,216.00
 KCS West, Inc.	 BP Refinery Maintenance Shop	 Carson	 \$896,357.00
901 Corporate Ctr, Dr, 3 rd flr			
Monterey Park, CA 9174			
Ph: 323-269-0020			
Fx: 323-263-4576			
Contact: Matthew Vawter			
 GMC Engineering, Inc.	 Edison	 Romoland	 \$1,623,480.00
1401 Warner Ave			
Tustin, CA 92780			
Ph: 760-744-133			
Fx: 714-247-1041			
Contact: Gennady			
 Lusardi Construction	 FEDEX – Otay Mesa	 San Diego	 \$1,335,530.00
1570 Linda Vista Dr.	Team Nissan	Oxnard	\$669,075.00
San Marcos, CA 92064	Edge at Campus	El Segundo	\$541,385.00
Ph: 760-744-3133	Carmax	Oxnard	\$606,443.00
Fax: 760-744-9064	Seabridge	Oxnard	\$329,460.00
Contact Scott Staley			

ONYX PAVING COMPANY, INC.

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Haagen Company, LLC 12302 Exposition Blvd Los Angeles, CA 90064 Ph: 310-820-1200 Fx: 310-820-1225 Contact: Chris Fahey	Empire Polo Club	Indio	\$1,036,745.00
ARCO National Construction Co. 900 N. Rock Hill Rd St. Louis, MO 63119 Ph: 314-963-0715 Fx: 314-963-7114 Contact: Chris Wilson	Scannell FEDEX	Burbank	\$1,125,958.00
Grant General Contractors 5051 Avenida Encinas Carlsbad, CA 92008 Ph: 760-438-7500 Fx: 760-438-3056 Contact: Pete Burrows	Whittier Area Community Church Crevier BMW	Whittier Santa Ana	\$625,920.00 \$30,600.00



ASPHALT RUBBER HOT MIX REFERENCES:

<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
GMC ENGINEERING, INC. 1401 Warner Ave, Ste B. Tustin, CA 92780 Ph: 714-247-1040 Fx: 714-247-1041 Contact: Gennady Chizik	Katella Ave. St. Improv Various Projects	Los Alamitos	\$120,000.00
R.D OLSON CONSTRUCITON, INC. 2955 Main Street, 3 rd Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	Lido House Hotel	Newport Beach	\$193,105.00

***IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT
COREY@ONYXPAVING.NET***



CREDIT REFERENCES

ONYX PAVING COMPANY, INC

2890 E. LA CRESTA AVE
ANAHEIM, CA 92806

PHONE: (714) 632-6699

DATE ESTABLISHED 1/4/90

CORP. TAX ID. # 33-0394344

FAX: (714) 632-1883

TYPE OF WORK - ASPHALT PAVING

CONTRACTORS LIC. # 630360-A

PRESIDENT: COREY R. KIRSCHNER

14029 SPRINGWATER LN. EASTVALE, CA 92880

BANK: BANK OF THE WEST

4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807

PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART

15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780

PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT:

TURNER SURETY AND INSURANCE BROKERAGE, INC.

5 HUTTON CENTRE, STE. 730, SANTA ANA, CA 92707

PHONE: (714) 915-4032 JEREMY PENDERGAST

CREDIT REFERENCES:

MATICH CORP. P.O. BOX 10, HIGHLAND, CA 92346 (909) 382-7400 Steve Matich

ALL AMERICAN P.O. BOX 2229, CORONA, CA 92878 (951) 736-7600 Cari

KELTERITE CORP. 12231 PANGBORN AVE. DOWNEY, CA (562) 401-0011 Gladys

VULCAN MATERIALS CO. 16013 E. FOOTHILL BLVD, IRVINDALE, CA 91702 (858) 530-9414 Debbie

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION 1725 S. GROVE AVE., ONTARIO, CA 91761 (909) 947-9467 Casey Jones

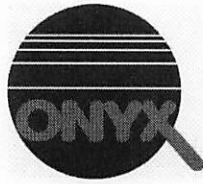
BYROM-DAVEY, INC. 13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO (858) 513-7199 Steve Davey

PACIFIC CONST. GROUP 17895 SKY PARK CIR., IRVINE, CA 92614 (949) 748-1500 Mark Bundy

ERICKSON-HALL CONST. CO. 500 CORPORATE DR., ESCONDIDO, CA 92069 (760) 796-7700 Justin Sinnott

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



RESUME

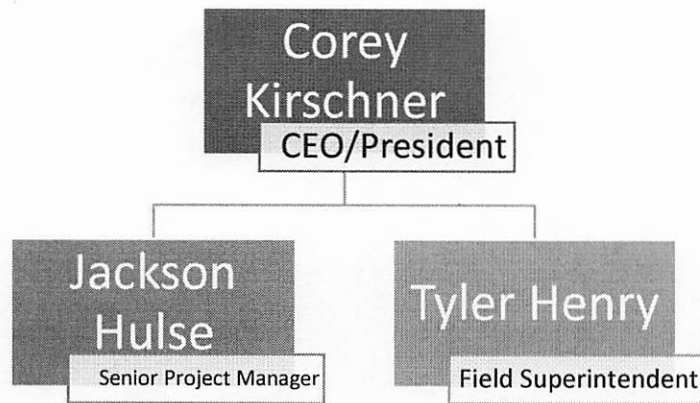
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed over 3,000 paving projects, allowing the company to gross over \$50 million dollars in the previous year.

Jay Kirschner, Senior Project Manager, holds a Bachelor's Degree from Chapman University and has 7 years of experience upholding the maintenance supervisor and lead estimator position for Onyx Paving. He leads our team, with the project managers under his direct supervision, in managing our productions and coordinating our field mobilizations for all projects.

Tyler Henry, Field Superintendent, serves as the core of all field related matters. He has over 20 years of paving experience performing jobs that stretches from San Diego County to Ventura County. Tyler has been with Onyx in completing all of our Public Works projects. Overseeing the on-site laborers, cement masons, and operating engineers is one of his many responsibilities.

BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and Tyler Henry oversee 100% of all current project in attached backlog.



Key Individual Responsibilities:

Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

Jackson Hulse

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

Tyler Henry

- Lead and manage on-site labors and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883

STATE OF CALIFORNIA



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ONYX PAVING COMPANY INC

License Number 630360

to engage in the business or act in the capacity of a contractor in the following classifications:

**A- GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING**

Witness my hand and seal this day,

January 4, 2019

Issued October 9, 1991

Mario Richardson, Board Chair

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not removed.

David R. Fogt, Registrar of Contractors

12L-20 (REV. 10/17)

12L-20 (REV. 10/17)
AUDIT NO: 803322



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **630360**

Entity **CORP**

Business Name **ONYX PAVING COMPANY INC**

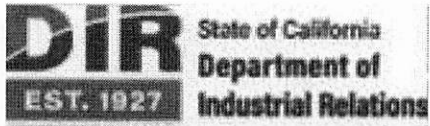
Classification(s) **A C12**

Expiration Date **10/31/2025**

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CA



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ONYX PAVING COMPANY, INC.

Contractor

Contractor business email

davidw@onyxpaving.com

Contractor c ation eff date

2024-07-01

Contractor first name

David

Contractor mailing city

ANAHEIM

Contractor mailing state

CA

Contractor mailing zip

92806

Contractor physical city

ANAHEIM

Contractor physical state

CA

Contractor physical zip

92806

Contractor certify date

2023-06-21

Contractor company type

Corporation

Contractor craft legacy

Cement Mason; Operating Engineer; Labore

Contractor craft snow

Contractor c ation exp date

2025-06-30

Contractor date deactivated

Contractor dba name

Contractor entity number

630360

Contractor ID

1000004798

Contractor last name

Wiltfong

Contractor mailing address2

Contractor physical address1

2890 E. LA CRESTA AVENUE

Contractor physical address2

Contractor source

SNOW

Contractor wc cert date

2022-10-01

Contractor wc exp date

2023-10-12

Contractor wc policy number

WC106300504

Contractor wc selection

Insured by carrier

Contractor legal entity name

ONYX PAVING COMPANY, INC.

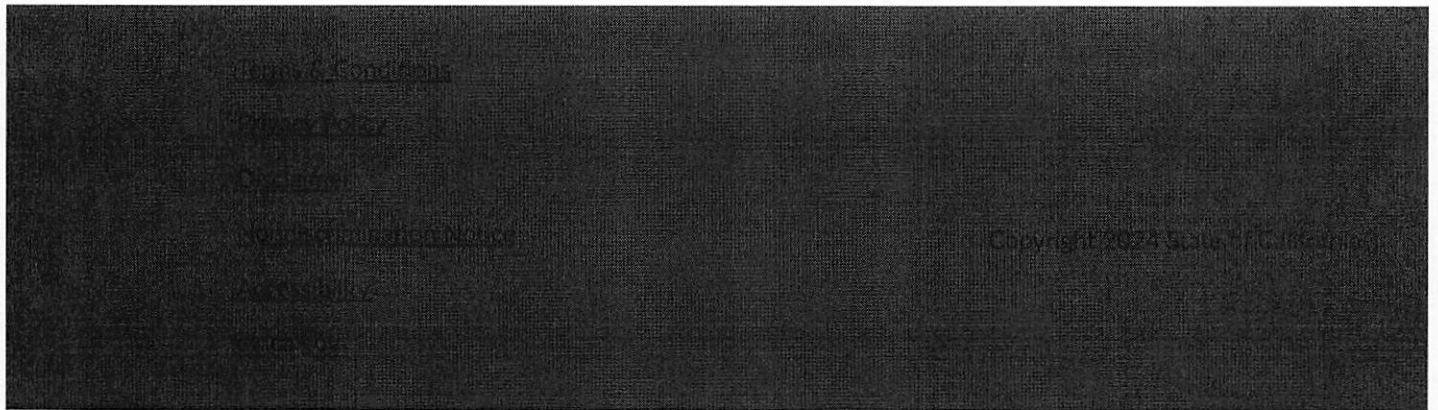
Contractor mailing address1

2890 E. LA CRESTA AVENUE

Contractor wc carrier

Zurich American Insurance Company

☒ Checked



CA



eCPR Public Search

DW

Public Works Support

DW David Wiltfong

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Contractors

Projects

Services

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TRANSACTION0003992

Transaction Record

First Name

David

Last Name

Wiltfong

Payment Amount

400

Payment Period

1

Registration Valid Date

2024-07-01

User Account Email

davidw@onyxpaving.com

Confirmation Number

24071791440573

*Status

Successful

Number

TRANSACT0003992

Payment URL

[Click here](#)

Is this registration a renewal of an existing registration

Yes

[Terms & Conditions](#)

[Privacy Policy](#)

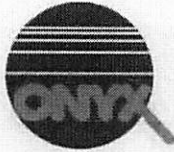
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ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
ONYX PAVING COMPANY, INC,
(a California corporation)

August 20th, 2024

The undersigned director, constituting the entire board of directors (the "Board") of Onyx Paving Company, Inc., a California corporation (the "Corporation"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporations Bylaws:

Approval of Loan Transactions

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer and Jay Kirschner is the Vice President, Secretary and Treasurer (the "Officers"), both with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "Project") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with title Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.



RESOLVED FURTHER, that the Officer(s) are hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute extensions or other installments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]



ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

X

Corey Kirschner
Chief Executive Officer

X

Anthony Steen
President

X

Richard DeVos
Chief Financial Officer

X

Jay Kirschner
Vice President, Secretary, Treasurer

EQUAL EMPLOYMENT OPPORTUNITY

The Company is committed to providing equal employment opportunities to all Employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles), religion or religious creed (including religious dress or grooming practices), color, sex (including pregnancy, childbirth, breastfeeding, or related medical condition), genetic information, gender, gender identity and gender expression, sexual orientation, transgender status, transitioning status, national origin, ancestry, citizenship status, uniform service member status, military and veteran status, marital status, age, protected medical condition, physical or mental disability, holding or presenting a driver's license issued under Cal. Vehicle Code Section 12801.9, or any other protected status in accordance with all applicable federal, state, and local laws.

Company policy also prohibits unlawful discrimination based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of the above characteristics. Discrimination can also include failing to reasonably accommodate religious dress and grooming practices, or individuals with mental or physical disabilities where the accommodation does not pose an undue hardship.

This Policy extends to all aspects of the Company's employment practices, including, but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment, as well as providing wages at the same rate for one sex as those of the opposite sex, and at the same rate for any race/ethnicity as another race/ethnicity, who perform substantially similar work (consisting of similar skill, effort, and responsibility), under similar working conditions.

The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If an Employee requires an accommodation to perform the essential functions of their job, the Employee must notify Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations that will enable the Employee to perform the essential functions of the job.

Employees with questions or concerns about discrimination in the workplace should bring these issues to the attention of Human Resources, or any member of management. Employees can raise concerns, report problems, or make complaints without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including separation of employment.

ONYX PAVING COMPANY, INC.



COREY R. KIRSCHNER
CEO, PRES, VP, SEC, TREA



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ONYX PAVING COMPANY, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 2890 E. LA CRESTA AVE.	Requester's name and address (optional)
	6 City, state, and ZIP code ANAHEIM, CA 92806	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
3	3	-	0	3	9	4	3	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 03/27/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2024

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

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

PRODUCER Burnham WGB Insurance Solutions CA Insurance License 0F69771 15901 Red Hill Avenue Tustin CA 92780	CONTACT NAME: Michael Tran PHONE (A/C, No, Ext): 714-824-8384 E-MAIL ADDRESS: michael.tran@wgbib.com FAX (A/C, No): 714-573-1770
INSURED Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim CA 92806-1816	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Comp INSURER B: Zurich American Insurance Comp INSURER C: Scottsdale Indemnity Co INSURER D: INSURER E: INSURER F:
License#: 0F69771 ONYXPAV-01	NAIC # 40142 16535 15580

COVERAGES

CERTIFICATE NUMBER: 1519793494

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN L AGGREGATE LIMIT APPLIES PER ☐ POLIC ☒ PRO-ECT ☐ LOC ☐ OTHER		BCS2000426	3/14/2024	10/1/2024	EAC OCCURRENCE 2,000,000 DAMAGE TO RENTED PREMISES E 100,000 MED E P A Excluded PERSONAL AD IN UR 2,000,000 GENERAL AGGREGATE 4,000,000 PRODUCTS - COMP OP AGG 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ AN AUTO OWNED AUTOS ONL ☒ RENTED AUTOS ONL ☐ SC EDULED AUTOS NON-OWNED AUTOS ONL		BAP106300605	10/1/2023	10/1/2024	COM INED SINGLE LIMIT E 2,000,000 ODL IN UR P ODL IN UR P PROPERTY DAMAGE P
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION					EAC OCCURRENCE AGGREGATE
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ AN PROPRIETOR PARTNER E ECUTE E OFFICER MEM ERE CLUDED (Mandatory in NH) ☐ DESCRIPTION OF OPERATIONS	☐ Y/N N/A	WC106300505	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OT ER E L EAC ACCIDENT 1,000,000 E L DISEASE - EA EMPLO EE 1,000,000 E L DISEASE - POLIC LIMIT 1,000,000

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

Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:

GL Additional Insured Form #CG 20 10 12 19 and CG 20 37 12 19
GL Additional Insured State-Permits Form #CG 20 12 12 19
GL Primary and Non-Contributory Form #CG 20 01 12 19
GL Waiver of Subrogation Form #CG 24 04 12 19
GL Per Project Form #GLS-332s 01 12
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Onyx Paving Company, Inc.
2890 E. La Cresta Ave.
Anaheim CA 92806

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

AUTHORIZED REPRESENTATIVE

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State of California
Secretary of State

8

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT -- READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G076477

FILED

In the office of the Secretary of State
of the State of California

OCT-01 2018

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER

C1859078

Title Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

2890 E. LA CRESTA AVE., ANAHEIM, CA 92808

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

2890 E. LA CRESTA AVE., ANAHEIM, CA 92808

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

COREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92808

8. SECRETARY ADDRESS CITY STATE ZIP CODE

COREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92808

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

COREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92808

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

COREY KIRSCHNER 2890 E. LA CRESTA AVE., ANAHEIM, CA 92808

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

COREY KIRSCHNER

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

2890 E. LA CRESTA AVE., ANAHEIM, CA 92808

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

ASPHALT PAVING SERVICES

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/01/2018 AFSHIN HAKIM ATTORNEY

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

51-290 (REV 01/2013) Page 1 of 1 APPROVED BY SECRETARY OF STATE



State of California
Secretary of State

9

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see Instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

GB88157

FILED

In the Office of the Secretary of State
of the State of California

JAN-03 2020

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER

C1659076

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See Instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

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5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

Names and Complete Addresses of All Directors, including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address; a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1605 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

01/03/2020 ANA BARBRA RAYPON

OFFICE MANAGER/CONTROLLER

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-200 (REV 01/2015)

APPROVED BY SECRETARY OF STATE

California Environmental Protection Agency
Air Resources Board

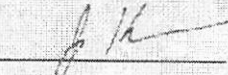
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

ONYX PAVING COMPANY, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**

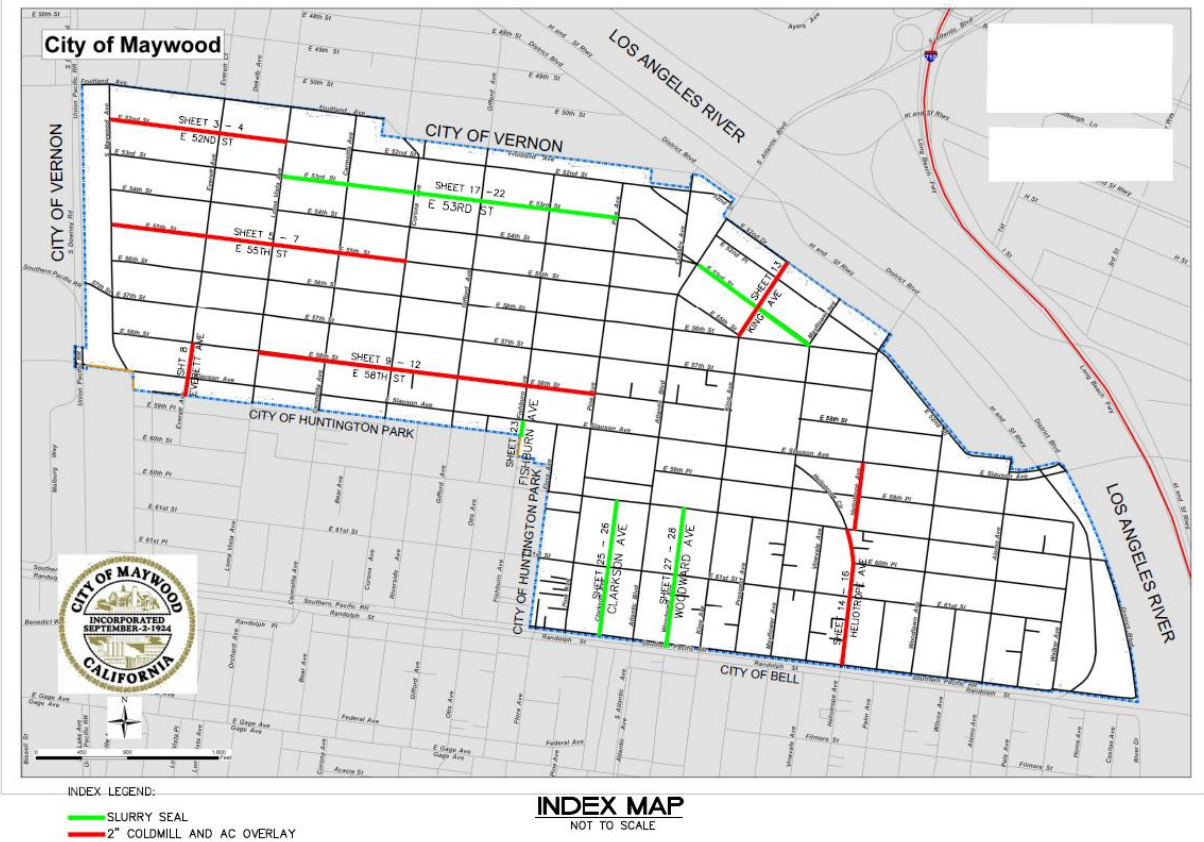

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

2694

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

Attachment No. 3 – Project Location Map



AGENDA REPORT
CITY OF MAYWOOD



AGENDA ITEM NO. 13.

DATE: February 26, 2025

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 YODA PAINTING, INC. FOR CITY HALL PAINTING (EXTERIOR) PROJECT, PROJECT NO. 6107 IN THE AMOUNT OF \$59,000

RECOMMENDATION:

It is recommended that the City Council approve and award a contract to Yoda Painting, Inc. for the City Hall Painting (Exterior) Project for a total amount of \$59,000.00 and authorize the City Manager to execute the contract in a form approved by the City Attorney.

BACKGROUND:

The project includes the exterior painting of the City Hall building, Sheriff's Sub-Station building, City Hall storage building, marquee sign, Public Works garages and offices. This work includes pressure washing, repairing existing stucco and wood as needed, painting, and other incidental work related to completing this project. The proposed improvements will be completed within forty (40) working days.

On January 13, 2025, staff advertised Notice Inviting Bids (NIB) in the local newspaper in conformance with City of Maywood Municipal Code Section 3-7.04. A non-mandatory pre-bid meeting was held at City Hall on January 28th, 2025, at 10:00 a.m. Bids were due on February 11, 2025, at 2:00 p.m.

DISCUSSION:

On February 11, 2025, at 2:00 PM, a total of sixteen (16) bids were received as shown below:

Contractor Name (from low to high cost)	Base Bid Amount (Award is based on this amount)	Additive and Deductive Alternate Bid Amount	Total Bid Amount (Base Bid + Additive Alternate)
YODA PAINTING, INC.	\$48,000.00	\$11,000.00	\$59,000.00
DULUX PAINTING, INC.	\$49,500.00	\$4,500.00	\$54,000.00
PACIFIC RIM PAINTING, INC.	\$50,000.00	\$9,000.00	\$59,000.00
AJ FISTES CORPORATION	\$53,000.00	\$6,500.00	\$59,500.00

PERFECTION PAINTING CORP	\$84,000.00	\$12,000.00	\$96,000.00
COSMIC COLOR PAINTING	\$85,000.00	\$5,000.00	\$90,000.00
COLOR NEW CORP	\$85,000.00	\$33,000.00	\$118,000.00
INNOVATION PAINTING, INC.	\$86,000.00	\$20,000.00	\$106,000.00
3M CONSTRUCTION CORPORATION	\$86,730.00	\$25,000.00	\$111,730.00
GCD PAINTING	\$90,000.00	\$48,000.00	\$138,000.00
VARN PAINTING, INC.	\$110,500.00	\$11,400.00	\$121,900.00
US NATIONAL CORP	\$112,800.00	\$1,400.00	\$114,200.00
PIANA CONSTRUCTION & PAINTING, INC.	\$127,300.00	\$37,000.00	\$164,300.00
MARISCAL PAINTING, INC.	\$130,900.00	\$8,500.00	\$139,400.00
CTG CONSTRUCTION, INC.	\$146,000.00	\$22,000.00	\$168,000.00
SOCAL CONSTRUCTION, INC.	\$169,400.00	\$30,500.00	\$199,900.00

According to the bid package specifications, the construction contract award is based on total base bid amount only. The additive and deductive alternate bid amount is not taken into consideration in determining the lowest responsive and responsible bidder.

Staff conducted a bid analysis based on the base bid amounts for the apparent low bidder, Yoda Painting, 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, Yoda Painting, Inc. was found to be the lowest responsive and responsible bidder.

After establishing Yoda Painting as the lowest responsive and responsible bidder, staff reviewed the amounts given for the additive and deductive alternate bid items. The additive and deductive alternate scope included painting the security screens, fence, and gate at Sheriff's Department and painting the side gate at the City Hall. Total costs for the additive and deductive alternate bid items amounted to \$11,000 on the apparent low bid. Combining the scope of the base bid items and the additive alternate bid items amounted to a total cost of \$59,000.00.

Staff recommends that the City Council award a contract to Yoda Painting, Inc. for a total amount of \$59,000.00 and authorize the City Manager to execute the contract.

The proposed project is subject to CEQA. Staff have reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302: Replacement or reconstruction; (c) 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 \$89,157 will be funded through Local Fiscal Recovery Fund 273 and appropriately budgeted in the 2024/25 Capital Improvement Program.

Construction Contract	\$59,000.00
Contingency Budget allowance for unforeseen conditions as necessary (15%)	\$8,850.00
Total Construction Cost	\$67,850.00
Design Engineering (Preparation of PS&E)	\$11,307.00
Construction management, inspection, materials testing/inspection	\$10,000.00
Project Total	\$89,157.00

ATTACHMENT(S)

1. Yoda Painting Bid
2. Overall Bid Analysis
3. Agreement w/ Yoda Painting

BID
CITY OF MAYWOOD
CITY HALL PAINTING PROJECT
PROJECT NO.: 6107

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>1</u>	Date: <u>1/13/25</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 1050095, Class C33, which expires on 10/31/2025.

Bidder's Name: Yoda Painting Inc.

Signature:  Title: CEO Date: 2/10/25
 Signature: _____ Title: CEO Date: _____

CITY OF MAYWOOD
BID SHEETS FOR
CITY HALL PAINTING PROJECT
PROJECT NO.: 6107

Bidder's Name: Yoda Painting 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.	Painting City Hall & Sheriff Station (Pressure wash, repair stucco and wood as needed, 2 coats)	1	LS	\$ <u>29,000</u>	\$ <u>29,000</u>
2.	Painting City Hall Storage Building (Pressure wash, repair stucco and wood as needed, 2 coats. Includes repair/ replace existing stucco molding around windows, as needed)	1	LS	\$ <u>6,000</u>	\$ <u>6,000</u>
3.	Painting Marquee Sign	1	LS	\$ <u>1,000</u>	\$ <u>1,000</u>
4.	Painting Public Works Garages (Pressure wash, repair stucco and wood as needed, 2 coats)	1	LS	\$ <u>7,000</u>	\$ <u>7,000</u>
5.	Painting Public Works Offices (Pressure wash, repair stucco and wood as needed, 2 coats. Includes replacement of any rotted wood fascia board, as needed)	1	LS	\$ <u>3,000</u>	\$ <u>3,000</u>
6.	Painting metal bars and mesh grates around windows	1	LS	\$ <u>2,000</u>	\$ <u>2,000</u>
TOTAL BASE BID AMOUNT IN NUMBERS					\$ <u>48,000</u>

BID

B-3

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

TOTAL BASE BID AMOUNT IN WORDS: #forty eight thousand#

ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
Add A.1	Prepare and paint security screens at Sheriffs cage. See Appendix A	1	LS	\$ <u>5,000</u>	\$ <u>5,000</u>
Add A.2	Prepare and paint fence and gate at the Sheriff's Department. See Appendix A	1	LS	\$ <u>5,000</u>	\$ <u>5,000</u>
Add A.3	Prepare and paint side gate at the City Hall. See Appendix A	1	LS	\$ <u>1,000</u>	\$ <u>1,000</u>
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN NUMBERS					\$ <u>11,000</u>

TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN WORDS: #eleven thousand#

BID

B-4

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

The award of Contract shall be based on the TOTAL BASE BID AMOUNT. The ADDITIVE AND DEDUCTIVE ALTERNATE BID ITEMS shown per the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE above will not be taken into account in determining the lowest responsible bidder. City may add bid items from the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE at the sole and complete discretion of the City as part of the performance of the contract.	
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: \$ 59,000

TOTAL BID PRICE IN WORDS: #fifty nine thousand#

Signature:  Title: CEO Date: 2/10/25

Signature: _____ Title: CEO Date: _____

QUESTIONNAIRE FORM

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

- (1) Bidder's Name: Yoda Painting 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.
N/A
- (3) Business Address: PO Box 6024 Hayward, CA 94540
- (4) Telephone: (415) 375-1611 Facsimile: None
- (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: 1050095/C33
Original Date Issued: 02/12/2019 Expiration Date: 10/31/2025
- (8) DIR Contractor Registration Number: 10000527505
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Mutlu Takar/CEO
- (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: Mutlu Takar
Date of Inspection: 1/29/2025
- (11) Number of years' experience the company has as a contractor in construction work: 6
- (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:
President: Mutlu Takar. Secretary: Mutlu Takar. Treasurer: Mutlu Takar

BID

B-6

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

(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: NONE

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

• . Briefly summarize the parties' claims and defenses:

• . 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

BID

B-7

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

- (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:

- By you against the owner? Circle one: Yes ☐ No ☒
- By the owner against you? Circle one: Yes ☐ No ☒
- By any outside agency or individual for labor compliance? Circle one: Yes ☐ No ☒
- By Subcontractors? Circle one: Yes ☐ No ☒
- 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.

N/A

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

N/A

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 Yoda Painting Inc.

Signature:  _____

Title: CEO _____

Date: 2/10/25 _____

Signature: _____

Title: CEO _____

Date: _____

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 see attached references

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

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 2 Name/Number _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

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 3 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

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.

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

Project 4 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$_____ **Final Contract Amount:** \$_____

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 _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$_____ **Final Contract Amount:** \$_____

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

BID

B-12

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

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

Project Description

Approximate Construction Dates From:

 To:

Agency Name:

Contact Person:

 Telephone:

Address:

Original Contract Amount: \$

 Final Contract Amount: \$

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.

Mutlu Takar started to work as a painter apprentice in 2014 and started Yoda Painting inc. in 2019 and since 2019 Yoda Painting Inc. has completed many successful painting project in Federal, State and Local agencies level without any claims, delays, liquidated damages. Mutlu Takar has been a designated Project Manager and Superintendent on all those project. Looking forward to work with City of Maywood on this painting project.

BID

B-14

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

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
NONE					

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 Yoda Painting Inc.

	Current Year of Record	2023	2022	2021	2020	2019	Total
Number of contracts	0	17	14	14	8	3	
Total dollar amount of contracts (in thousands of dollars)	0	\$1.6m	\$1.4m	\$1.4m	\$1m	\$450k	\$5.840m
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

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:

CEO

Date: 2/10/25

Signature: 

Title:

CEO

Date: 2/10/25

BID

B-16

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

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

The undersigned declares:

I am the CEO of Yoda Painting 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 2/10/25 [date], at Hayward [city], California [state].

Signature: 

Printed Name: Mutlu Takar

Date: 2/10/25

Signature: 

Printed Name: Mutlu Takar

Date: 2/10/25



415 375 1611 · yodapainting@gmail.com
1272 Encina St. Hayward, CA 94544
Lic: C33 · 1050095

REFERENCES

Exterior painting (JES & OGMS)

Owner: Jamul-Dulzura Union School District

Completion Date: September, 2022

Contact: Eric Huynh; ehuynh@jdusd.org 619-609-1000

Project Amount: \$247,000

Various Fire Stations Exterior Painting

Owner: City of Stockton

Completion Date: May, 2022

Project Amount: \$208,000

Contact: Joshua Lewis; joshua.Lewis@stocktonca.gov 209-937-8055

Exterior Painting at Weaverville ES

Owner: Trinity Alps Unified School District

Completion Date: July 2023

Contract Amount: \$176,000

Contact: Jaime Green; jgreen@tausd.org 530-623-6104

Tustin Middle School Painting

Owner: Tustin Unified School District

Completion Date: August 2023

Contract Amount: \$368,000

Contact: John Parra; jparra@tustin.k12.ca.us (714) 730-7515

Liberty Elementary School Exterior Painting

Owner: Liberty School District

Completion Date: June 2023

Contract Amount: \$183,000

Contact: Amy Grant; agrant@libertysd.org 707-795-4380

Bond No. n/a

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: City Hall Painting Project, Project ID: 6107

WHEREAS Yoda Painting, Inc., 1272 Encina Street Hayward, CA 94544
(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 _____

Old Republic Surety Company, P.O. Box 1635, Milwaukee, WI 53201

(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: February 7, 2025

"Principal"

"Surety"

Yoda Painting, Inc.
1272 Encina Street Hayward, CA 94544

Old Republic Surety Company
P.O. Box 1635, Milwaukee, WI 53201

By: 
 Its: President

By: 
 Its: Sharon Smith, 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.

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 Sacramento

On February 7, 2025 before me, Kathleen Le, Notary Public,
(insert name and title of the officer)

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

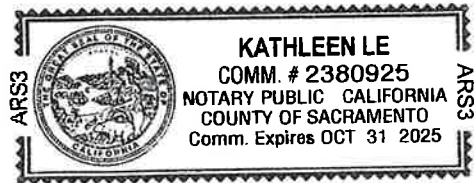
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Renee Ramsey, Elizabeth Collodi, John Weber, Jessica Monlux, John Hopkins, Sara Walliser, Breanna Boatright, Deanna Quintero, Bill Rapp, Tony Clark, Matthew Foster, Jason March, Samantha Watkins, Paula Senna, Pam Sey, Jennifer Lakmann, Mindy Whitehouse, Phil Watkins, Brad Espinosa, Kathleen Le, Sharon Smith, Cassandra Medina, Steven Williams of Chico, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of April, 2024.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of April, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31 2100



Signed and sealed at the City of Brookfield, WI this 7th day of February, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

InterWest Insurance Services

1. BID TABULATION																					
PROJECT NAME: CITY HALL PAINTING PROJECT, PROJECT NO. 6107																					
BID TABULATION				Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4		Apparent Low Bidder 5		Apparent Low Bidder 6		Apparent Low Bidder 7		Apparent Low Bidder 8		Apparent Low Bidder 9	
				Yoda Painting		Dulux Painting		Pacific Rim Painting		AJ Fistes Corporation		Perfection Painting Corporation		Cosmic Color Painting		Color New Corp		Innovation Painting		3M Construction	
BASE BID SCHEDULE																					
Bid Item and Description		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Painting City Hall & Sheriff Station (Pressure wash, repair stucco and wood as needed, 2 coats)	1	LS	\$29,000.00	\$29,000.00	\$30,400.00	\$30,400.00	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00	\$41,000.00	\$41,000.00	\$50,000.00	\$50,000.00	\$47,000.00	\$47,000.00	\$47,000.00	\$47,000.00	\$24,500.00	\$24,500.00
2	Painting City Hall Storage Building (Pressure wash, repair stucco and wood as needed, 2 coats. Includes repair/replace existing stucco molding around windows, as needed)	1	LS	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$17,700.00	\$17,700.00	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$9,000.00	\$9,000.00	\$20,500.00	\$20,500.00
3	Painting Marquee Sign	1	LS	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$4,950.00	\$4,950.00
4	Painting Public Works Garages (Pressure wash, repair stucco and wood as needed, 2 coats)	1	LS	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00	\$7,700.00	\$7,700.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$19,000.00	\$19,000.00	\$7,000.00	\$7,000.00	\$11,950.00	\$11,950.00
5	Painting Public Works Offices (Pressure wash, repair stucco and wood as needed, 2 coats. Includes replacement of any rotted wood fascia board, as needed)	1	LS	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00	\$25,000.00	\$25,000.00	\$5,600.00	\$5,600.00	\$13,000.00	\$13,000.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$21,900.00	\$21,900.00
6	Painting metal bars and mesh grates around windows	1	LS	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$13,000.00	\$13,000.00	\$2,930.00	\$2,930.00
ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE																					
A.1	Prepare and paint security screens at Sherriff's cage.	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00	\$16,100.00	\$16,100.00
A.2	Prepare and paint fence and gate at Sheriff's Department.	1	LS	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$11,000.00	\$11,000.00	\$6,000.00	\$6,000.00	\$6,100.00	\$6,100.00
A.3	Prepare and paint side gate at the City Hall.	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$11,000.00	\$11,000.00	\$4,000.00	\$4,000.00	\$2,800.00	\$2,800.00
BID RANKING					Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4		Apparent Low Bidder 5		Apparent Low Bidder 6		Apparent Low Bidder 7		Apparent Low Bidder 8		Apparent Low Bidder 9
TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES The award of Contract shall be based on the TOTAL BASE BID AMOUNT.					\$48,000.00		\$49,500.00		\$50,000.00		\$53,000.00		\$84,000.00		\$85,000.00		\$85,000.00		\$86,000.00		\$86,730.00
TOTAL BASE BID AMOUNT INDICATED BY BIDDER					\$48,000.00		\$49,500.00		\$50,000.00		\$53,000.00		\$84,000.00		\$85,000.00		\$85,000.00		\$86,000.00		\$86,730.00
CALCULATION CORRECTIONS TO BASE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL ADDITIVE ALTENATE BID AMOUNT					\$11,000.00		\$4,500.00		\$9,000.00		\$6,500.00		\$12,000.00		\$5,000.00		\$33,000.00		\$20,000.00		\$25,000.00
TOTAL BASE BID + ADDITIVE ALTENATE BID AMOUNT					\$59,000.00		\$54,000.00		\$59,000.00		\$59,500.00		\$96,000.00		\$90,000.00		\$118,000.00		\$106,000.00		\$111,730.00
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS				Yes																	
SUBCONTRACTOR % AND AMOUNT SHOWN IN THE BID				0% \$0.00		0% \$0.00		0% \$0.00		0% \$0.00		0% \$0.00		0% \$0.00		0% \$0.00		0% \$0.00		0% \$0.00	
SUBCONTRACTORS				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
				TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00

1. BID TABULATION																					
PROJECT NAME: CITY HALL PAINTING PROJECT, PROJECT NO. 6107																					
BID TABULATION				Apparent Low Bidder 10		Apparent Low Bidder 11		Apparent Low Bidder 12		Apparent Low Bidder 13		Apparent Low Bidder 14		Apparent Low Bidder 15		Apparent Low Bidder 16		AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE
		GCD Painting		VARN Painting		US National Corp		Piana Construction		Mariscal Painting		CTG Construction		Socal Construction							
BASE BID SCHEDULE																					
Bid Item and Description		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1	Painting City Hall & Sheriff Station (Pressure wash, repair stucco and wood as needed, 2 coats)	1	LS	\$33,000.00	\$33,000.00	\$29,500.00	\$29,500.00	\$66,400.00	\$66,400.00	\$72,000.00	\$72,000.00	\$75,000.00	\$75,000.00	\$55,000.00	\$55,000.00	\$64,500.00	\$64,500.00	\$42,518.75	\$42,518.75	\$4,000.00	\$75,000.00
2	Painting City Hall Storage Building (Pressure wash, repair stucco and wood as needed, 2 coats. Includes repair/replace existing stucco molding around windows, as needed)	1	LS	\$15,000.00	\$15,000.00	\$24,250.00	\$24,250.00	\$18,400.00	\$18,400.00	\$16,000.00	\$16,000.00	\$17,000.00	\$17,000.00	\$20,000.00	\$20,000.00	\$29,400.00	\$29,400.00	\$15,140.63	\$15,140.63	\$5,000.00	\$29,400.00
3	Painting Marquee Sign	1	LS	\$5,000.00	\$5,000.00	\$5,900.00	\$5,900.00	\$2,500.00	\$2,500.00	\$4,800.00	\$4,800.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$3,515.63	\$3,515.63	\$1,000.00	\$8,000.00
4	Painting Public Works Garages (Pressure wash, repair stucco and wood as needed, 2 coats)	1	LS	\$8,000.00	\$8,000.00	\$24,700.00	\$24,700.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$24,000.00	\$24,000.00	\$20,000.00	\$20,000.00	\$24,500.00	\$24,500.00	\$13,084.38	\$13,084.38	\$4,000.00	\$24,700.00
5	Painting Public Works Offices (Pressure wash, repair stucco and wood as needed, 2 coats. Includes replacement of any rotted wood fascia board, as needed)	1	LS	\$20,000.00	\$20,000.00	\$23,200.00	\$23,200.00	\$9,000.00	\$9,000.00	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$27,000.00	\$27,000.00	\$13,387.50	\$13,387.50	\$3,000.00	\$27,000.00
6	Painting metal bars and mesh grates around windows	1	LS	\$9,000.00	\$9,000.00	\$2,950.00	\$2,950.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$1,900.00	\$1,900.00	\$25,000.00	\$25,000.00	\$16,000.00	\$16,000.00	\$6,986.25	\$6,986.25	\$1,500.00	\$25,000.00
ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE																					
A.1	Prepare and paint security screens at Sherriff's cage.	1	LS	\$18,000.00	\$18,000.00	\$5,400.00	\$5,400.00	\$300.00	\$300.00	\$22,000.00	\$22,000.00	\$4,800.00	\$4,800.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$7,881.25	\$7,881.25	\$300.00	\$22,000.00
A.2	Prepare and paint fence and gate at Sheriff's Department.	1	LS	\$15,000.00	\$15,000.00	\$3,500.00	\$3,500.00	\$800.00	\$800.00	\$8,500.00	\$8,500.00	\$1,900.00	\$1,900.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$5,518.75	\$5,518.75	\$800.00	\$15,000.00
A.3	Prepare and paint side gate at the City Hall.	1	LS	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00	\$300.00	\$300.00	\$6,500.00	\$6,500.00	\$1,800.00	\$1,800.00	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00	\$4,400.00	\$4,400.00	\$300.00	\$15,000.00
BID RANKING					Apparent Low Bidder 10		Apparent Low Bidder 11		Apparent Low Bidder 12		Apparent Low Bidder 13		Apparent Low Bidder 14		Apparent Low Bidder 15		Apparent Low Bidder 16				
TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES The award of Contract shall be based on the TOTAL BASE BID AMOUNT.					\$90,000.00		\$110,500.00		\$112,800.00		\$127,300.00		\$130,900.00		\$146,000.00		\$169,400.00				
TOTAL BASE BID AMOUNT INDICATED BY BIDDER					\$90,000.00		\$110,500.00		\$112,800.00		\$112,801.00		\$130,900.00		\$146,000.00		\$169,400.00				
CALCULATION CORRECTIONS TO BASE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT					\$0.00		\$0.00		\$0.00		\$14,499.00		\$0.00		\$0.00		\$0.00				
TOTAL ADDITIVE ALTENATE BID AMOUNT					\$48,000.00		\$11,400.00		\$1,400.00		\$37,000.00		\$8,500.00		\$22,000.00		\$30,500.00				
TOTAL BASE BID + ADDITIVE ALTENATE BID AMOUNT					\$138,000.00		\$121,900.00		\$114,200.00		\$164,300.00		\$139,400.00		\$168,000.00		\$199,900.00				
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS																					
SUBCONTRACTOR % AND AMOUNT SHOWN IN THE BID				0% \$0.00		0% \$0.00		0% \$0.00		0% \$0.00		0% \$0.00		0% \$0.00		0% \$0.00					
SUBCONTRACTORS				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
				TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00		

2. REVIEW OF APPARENT LOW BID					
APPARENT LOW BID SUBMITTED BY:		Yoda Painting			APPARENT LOW BID AMOUNT: \$48,000.00
ITEM REVIEWED/CHECKED		REVIEW RESULT	BY	DATE	REMARKS
BID STAMPED AS RECEIVED PRIOR BID TIME:		YES	CITY CLERK	2/12/25	
BID BOND IN PROPER AMOUNT:		YES	RR	2/12/25	
ADDENDA ACKNOWLEDGEMENT:		YES	RR	2/12/25	
ANY APPARENT DISCREPANCY IN THE SUBMITTAL:		NO	RR	2/12/25	
TOTAL BID PRICES CALCULATED CORRECTLY:		YES	RR	2/12/25	
NON-COLLUSION DECLARATION FORM EXECUTED:		YES	RR	2/12/25	
SUBCONTRACTOR AMOUNT:		\$0.00	RR	2/12/25	
MIN PRIME CONTRACTOR % REQUIREMENT FOR WORK PER SPECIFICATIONS:		50.00%	RR	2/12/25	
PRIME CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR MORE THAN ABOVE %):		100.00%	RR	2/12/25	
BIDDER COMPLIES WITH MIN PRIME CONTRACTOR % REQUIREMENT:		YES	RR	2/12/25	
MAX ALLOWABLE SUBCONTRACTOR PERCENT PER SPECIFICATIONS:		50.00%	RR	2/12/25	
SUB CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR LESS THAN ABOVE %):		0.00%	RR	2/12/25	
BIDDER COMPLIES WITH MAX. SUB CONTRACTOR % REQUIREMENT:		YES	RR	2/12/25	
PRIME CONTRACTOR LICENSE STATUS:	Yoda Painting	1050095	RR	2/12/25	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)
PRIME CONTRACTOR DIR REGISTRATION STATUS:	Yoda Painting	1000527505	RR	2/12/25	Print-out from DIR Web Page attached (https://cadir.my.salesforce-sites.com/ContractorSearch?)
PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Yoda Painting	NOT ON STATE DEBARRED LIST	RR	2/12/25	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)
PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Yoda Painting	NOT ON FEDERAL DEBARRED LIST	RR	2/12/25	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)
REFERENCE CHECK ACCEPTABLE:		YES	RR	2/12/25	See Reference Check

3. REFERENCE CHECK OF APPARENT LOW BIDDER												
Yoda Painting												
REFERENCE DATA FOR APPARENT LOW BIDDER					REFERENCE CHECK FOR APPARENT LOW BIDDER						CHECKED BY	DATE
					Answer "YES" if satisfied or "NO" if not satisfied							
REFERENCE PROJECT	OWNER	CONTACT & TELEPHONE	AMOUNT	DATE COMPLETED	DID THE CONTRACTOR DO QUALITY WORK	DID THE CONTRACTOR STAY ON SCHEDULE	DID THE CONTRACTOR ASK FOR UNNECESSARY CHANGE ORDERS	DID THE CONTRACTOR FILE CLAIMS AGAINST YOU	WILL YOU HIRE THE CONTRACTOR AGAIN	REMARKS		
Exterior Painting (JES & OGMS)	Jamul-Dulzura Union School District	Eric Huynh (619) 609-1000	\$247,000.00	9/1/2022	N/A	N/A	N/A	N/A	N/A	Called 2/12 & left a VM. Called 2/14 & left a VM.	RR	2/14/2025
Various Fire Stations Exterior Painting	City of Stockton	Joshua Lewis (209) 937-8055	\$208,000.00	5/1/2022	Yes	Yes	No	No	Yes	Stated that the City is looking forward to working with Yoda Painting again on a future project.	RR	2/14/2025
Exterior Painting at Weaveville ES	Trinity Alps Unified School District	Jaime Green (530) 623-6104	\$176,000.00	7/1/2023	N/A	N/A	N/A	N/A	N/A	Called 2/12 & left a VM. Called 2/14 & left a VM.	RR	2/14/2025
Tustin Middle School Painting	Tustin Unified School District	John Parra (714) 730-7515	\$368,000.00	8/1/2023	N/A	N/A	N/A	N/A	N/A	Called 2/12 & left a VM. Called 2/14 & left a VM.	RR	2/14/2025
Liberty Elementary School Exterior Painting	Liberty School District	Amy Grant (707) 795-4380	\$183,000.00	6/1/2023	Yes	Yes	No	No	Yes	Stated that the Contractor did great work overall.	RR	2/12/2025

4. LOWEST RESPONSIVE BID	
LOWEST RESPONSIVE BID SUBMITTED BY:	Yoda Painting
IN THE AMOUNT OF:	\$48,000.00



CONTRACTORS STATE LICENSE BOAR

▼Contractor's License Detail for License # 1050095

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/12/2025 3:53:38 PM

Business Information

YODA PAINTING INC
PO BOX 6024
HAYWARD, CA 94540
Business Phone Number:(415) 375-1611

Entity Corporation
Issue Date 02/12/2019
Reissue Date 10/28/2019
Expire Date 10/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

[C33 - PAINTING AND DECORATING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [HUDSON INSURANCE COMPANY](#).
Bond Number: 30129145
Bond Amount: \$25,000
Effective Date: 10/26/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual MUTLU TAKAR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 10/28/2019

Workers' Compensation

This license has workers compensation insurance with the [ENDURANCE ASSURANCE CORPORATION](#)
Policy Number:EAW00001375
Effective Date: 05/24/2024
Expire Date: 05/24/2025
[Workers' Compensation History](#)

Miscellaneous Information

- ▶ 10/28/2019 - LICENSE REISSUED TO ANOTHER ENTITY

► Personnel listed on this license (current or disassociated) are listed on other licenses.

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Home > Customer Account Lookup > Yoda Painting Inc.

Yoda Painting Inc.

Customer Account Lookup

Name

Yoda Painting Inc.

Customer Account



Yoda Painting Inc.

Type

Contractor

Website

(empty)



Email

yodapainting@gmail.com

Address 1

PO Box 6024

Address_2

City

Hayward

State

CA

Zip

94540

Contractor Status

DIR Approved

CSLB

1050095

Legal Name

Yoda Painting inc

Business Structure

-- None --

Business Phone

4153751611

Registration Number

President

Mutlu Takar

PWCR

1000527505

Registration Start Date

2024-07-01

Registration End Date

2027-06-30

Doing Business As (DBA)

Crafts

Painter

Legacy Registration Date

2024-07-01

Legacy Registration Expiration

2027-06-30

Related Lists

Historical Registration Dates ⁽²⁾

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DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the “Period of Debarment” for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\)](#) 
- [The Federal debarment list at the Excluded Parties List System](#) 

Name of contractor	Period of debarment
MICHAEL FLOORING, INC.; BENNY MICHAEL CSLB License Number: 874947	9/13/24 through 9/13/27 Decision SC 7278  The debarment order is currently stayed by order of the Kern County Superior Court
TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON, CSLB License Number: 758012	5/10/2023 through 5/10/2026 Decision SC 7250 
G M Climate Control, Inc. CSLB License Number: 967267	3/2/2023 through 9/2/2024 Decision 40-71536-603 
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA, CSLB License Number: 612429	9/27/2021 through 9/26/2022 Decision LB 6333 



**GRFCO, INC. DBA ONSITE KRUSHING;
GARCIA JUAREZ CONSTRUCTION, INC.;
GEORGE ROBERT FROST; AND JAMES CRAIG
JACKSON**

5/21/2021 through 5/20/2024

[Decision LB 6629](#) 

CSLB License Number: 291013 and 84801

**ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.;
UMAR KHALID RANA, an individual and CEO/RMO of
ECS CONTRACTORS, INC.; and KANWAL SAJJAD
RANA, an individual and RMO of ECS CONTRACTORS,
INC.**

3/1/2020 through 3/1/2023

[Decision LB 5590](#) 

CSLB License Number: 975222

**Avi Shechter, Individually
DBA Avi Shechter**

5/6/2019 through 5/5/2022

[Decision LB 6328](#) 

CSLB Number: 908891 and 1018353

**Patrick Kim, Individually
DBA Ritecon Plumbing**

8/21/2018 through 8/20/2019

[Decision LB 6762](#) 

CSLB Number: 991018

Bighorn Construction, Inc.

5/5/2018 through 5/4/2021

[Decision LB 6658](#) 

CSLB Number: 597866

**Doug Parks, Individually dba
Doug Parks and Son Plumbing**

10/11/2017 through 10/10/2019

[Decision SC 5807](#) 

CSLB Number: 411825

Worthington Construction, Inc.;
Dale Worthington, an individual and CEO/RMO of
Worthington Construction, Inc.; and,
Holi Jeanne Worthington, an individual and Officer of
Worthington Construction

6/15/2018 through 9/16/2019

[Decision LB 5267](#) 

CSLB Number: 714836

RMV Construction, Inc., A California Corporation; and
Robert
Michael Vasil II a.k.a. Robert Michael Vasil a.k.a.
Mike Vasil, an Individual and CEO/RMO President of
RMV
Construction, Inc.

4/1/2017 through 8/18/2018

[Decision LB 5266](#) 

CSLB Number: 892389

Gewargis Youkhanis Narso, an individual dba
GEHVAC and Technologies, a sole proprietorship,
And GEHVAC Co., a sole proprietorship

2/1/2017 through 1/31/2020

[Decision 40-48480-516](#) 

CSLB Number: 899312 and 1013848

Joseph Brothers Enterprise, Inc.; Ken Joseph
Individually and as CEO

4/3/2018 through 10/3/2019

[Decision SC 6390](#) 

CSLB Number: 849169

Dave Cook Concrete Construction, Inc., and David
William Cook
34231 Camino Capistrano #102
Capistrano Beach, CA 92624-1189

3/1/2017 through 2/29/2020

[Decision LB 6207](#) 

CSLB Number: 461897

**Bannaoun Engineers Constructors Corporation; Omar
Maloof, An Individual**
P.O. Box 16599
Beverly Hills, CA 90209-2599

05/12/17 through 05/11/20

[Decision SC 5517](#) 

CSLB Number: 827829

Evans Roofing Co., Inc.
2020 South Yale Street
Santa Ana, CA 92706

10/31/16 through 10/30/19

[Decision LB 6270](#) 

CSLB Number: 610549

**Guillermo Ibaibarriaga dba Sierra Nevada Stucco and
2K Roofing**

05/14/17 through 05/13/20

[Decision SC 6037](#) 

Sierra Nevada Stucco
P.O. Box 8472
Reno, NV 89502
CSLB Number: 915812

2K Roofing
820 Kuenzli Street
Reno, NV 89502
CSLB Number: 954551

**Del Norte Construction, And Trinidad Manuel Canales,
an Individual**
PO Box 5101
Oxnard, CA 93030

6/01/16 through 5/31/17

[Decision LB 5533](#) 

5020 Wooley Rd.
Oxnard, CA 93030

CSLB Number: #945723

Diversified Building & Electric Company, Inc.
409 Tennant Station

2/15/16 through 8/15/17

[Decision SC 5714](#) 

Morgan Hill, CA 95037

**Denis Andrew Maris, Individually and Doing Business as
Diversified Electric Company**

CSLB Number: #765312

Fast Demolition, Inc.

601-C East Palomar Street #123

Chula Vista, CA 91911

CSLB Number: #792729

**Rogelio Medina Vazquez., an individual and in his
capacity as Responsible Managing Officer of FAST
DEMOLITION, INC.**

4/1/44 through 3/31/47

[Decision LB5742](#) 

4/1/41 through 3/31/44

[Decision LB5665](#) 

4/1/36 through 3/31/39

[Decision LB5740](#) 

4/1/33 through 3/31/37

[Decision LB5651](#) 

4/1/33 through 3/31/37

[Decision LB5739](#) 

4/1/24 through 3/31/27

[Decision LB5741](#) 

4/1/30 through 3/31/33

[Decision LB5743](#) 

4/1/27 through 3/31/30

[Decision LB5666](#) 

4/1/21 through 3/31/24

[Decision LB5667](#) 

4/1/18 through 3/31/21

[Decision LB5668](#) 

4/01/15 through 3/31/18

[Decision LB5345](#) 

**Amerivet Plumbing, Inc.; Walter Edward Jacob
Kuhlmann III, Individually And dba Amerivet Plumbing**

8/6/15 through 8/5/18

[Decision SC 5756](#) 

Services

CSLB Number: #969048 and #919761

Ultimate Inc., And, Enrique Vera, an Individual

PO Box 571117

Tarzana, CA 91356-1117

CSLB Number: #949229

12/1/15 through 11/30/18[Decision LB 5655 & LBS659](#) **Travioli Construction, Inc.**

PO Box 231

Visalia, CA 93274

CSLB Number: #936832

9/11/15 through 3/10/17[Decision SC 5800](#) **Integrity Sheet Metal, Inc.**

319 McArthur Way

Upland, CA 91786

CSLB #726770

2/01/15 through 1/31/18[Decision LB 5596](#) **William Ben Hicks, an individual;****Margaret Mary Hicks, an individual****L A Builders, Inc., a California Corporation**

15635 Saticoy Street, #H

Van Nuys, CA 91406

CSLB #748591

2/01/15 through 1/31/18[Decision LB5 171](#) **Alon Gamliel, an individual****USA Wall Systems, Inc.**

8309 Sunshine Lane

Riverside, CA 92508

CSLB #929610

4/01/15 through 3/31/18[Decision LB 5323](#) **Edward Eugene Brammer, an individual**
and in his capacity as President/CEO/RMO

Daughter Construction
formerly dba Hy Carpentry Construction
15407 Thornlake Avenue
Norwalk, CA 90650
CSLB #979297

4/01/15 through 3/31/18
[Decision LB 5466, LB5467, LB5468](#)
[& LB5520](#) 

Sharon Jin Yoo, an individual;
Dae Hyun Yoo, an individual
and in his capacity as manager/supervisor for Sharon
Jin Yoo and in his capacity as General Partner for HY
Construction, a General Partnership.

RDA Construction, Inc.
1692 W. Bullard Ave.,
Fresno, CA 93711
CSLB# 383306

12/15/14 through 12/14/16
[Decision 40-40508-522 & 44-](#)
[40509-522](#) 

Titan Electrical Construction, Inc.
Lucas Oliver Stickney, an individual
Jamie Noel Furr, an individual
630 Natoma Street
San Francisco, CA 94103
CSLB# 919516

11/3/14 through 11/2/17
[Decision SC 5539](#) 

Ramos Painting
Carlos Ray Ramos, an individual
P.O. Box 3871
Paso Robles, CA 93447
CSLB# 753575

11/3/14 through 11/2/15
[Decision SC 5518](#) 

Dick Emard Electric.
dba Emard Electric Luke Richard Emard, an individual
and RMO
5930 Key Court, Suite A
Loomis, CA 95650
CSLB# 794007

11/3/14 thorough 11/2/17
[Decision SC 5521](#) 

Nixon Electric

Gordon Fulton Nixon, an individual
5624 Faust Ave.
Woodland Hills, CA 91367
CSLB# 796802

8/1/14 through 7/31/17

[Decision LB 4495](#) 

Neris General Contractors, a California Corporation

Efren Neri, an individual
Servando Neri, an individual
Rebeca Neri, an individual
Luis Abelardo Castro, an individual
6087 California Ave.
Long Beach, CA 90805
CSLB# 797967

2/28/14 through 2/27/17

[Decision LB 4511, LB4512 &
LB4521](#) 

Southland Construction

Reza Mohammadi, an individual
3943 Irvine Blvd., #405, Irvine, CA 92602
CSLB# 663784 (expired)

10/14/14 through 10/13/17

[Decision SAC 5492](#) 

**National Drywall Corporation,
A Dissolved California Corporation**

603 S. Milliken Avenue, Suite F
Ontario, CA 91761
CSLB #834335

8/4/14 through 8/3/17

[Decision SAC 5506](#) 

**Miguel Contreras, an Individual and
Responsible Managing Officer/CEO/President**

**Dora Maria Contreras, an Individual and
Agent/Officer of the Corporation**

Tadros & Youssef Construction, Inc.
Kamel Shaker Tadros & Makram Youssef Youssef,
Individually
1221 E 8th Street, Unit A, Upland, CA 91786
CSLB# 698182 (expired)

5/10/14 through 5/9/17

[Decision SAC 5308](#) 

Serenity Fire Protection
417 S. Associated Road, Brea, CA 92821
CSLB# 902927

5/1/14 through 4/30/17

[Decision LB 4202](#) 

Don Kelly Construction , Inc.
Don Kelly, Individual and Lisa Kelly, Individual
171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT
59719

3/25/14 through 3/24/17

[Decision LB 4484](#) 

Aldan, Inc.
P.O. Box 9428, Brea, CA 92822
CSLB #949229

2/28/14 through 2/27/17

[Decision LB5175](#) 

Russell/Thompson, Inc.
James Jean Russell & Valery Alena Thompson,
Individually
4684 Oak Glen Dr., Redding, CA 96001
CSLB# 915036 (revoked)

10/31/13 through 10/31/16

[Decision SC 5309](#) 

Ayodejia A. Ogundare, Individual
Db a Pacific Engineering Company
6310 Stewart Way, Bakersfield, CA 93308
CLSB#710322

5/15/2013 through 5/15/2014

[Decision SAC 1039](#) 

Wallcrete Industries, Inc.; Garit David
Wallace and Amber Anderson, Individuals
400 Kansas, Redlands, CA 92373

CSLB#834220

7/29/12 through 7/28/15

[Decision SAC 5175](#) 

FEI Enterprises, Inc
Gabriel Fedida, Individual
5749 Venice Blvd., Los Angeles, CA 90019

CSLB#659252

6/14/12 through 6/13/15

[Decision SC 5198](#) 

Jeffrey Alan Mott and Michelle Mott, individuals
Dda Integrity Landscape
3756 Independence Avenue
Sanger, CA 93637
CSLB#774222

3/29/12 through 3/28/15

[Decision SC 5160](#) 

Jensen Drywall & Stucco
Jeffrey E. Jensen
3714 Lynda Place
National City, CA 91950-8121
CSB # 664168 Exp. 2/18/11 (expired)

3/31/11 through 3/30/13

[Decision SC 5095](#) 

All West Construction, Inc.
Donald Kent Russell
495 N. Marks Ave.
Fresno, CA 93706
CSB # 592321 Exp. 4/3/12 (suspended)

3/31/11 through 3/30/13

[Decision se 5013](#) 

Country Builders, Inc.
Weldon Offill, individually
5915 Graham Ct.
Livermore, CA 94550
CSB # 699574 Exp. 11/30/12 (active)

3/1/11 through 2/28/14

[Decision SC 5053](#) 

[Addendum SC 5053](#) 

Sutter Foam & Coating, Inc.

909 A. George Washington

Yuba City, CA 95993

CSB # 732014 Exp. 1/31/09 (inactive)

7/1/10 through 6/30/13

[Decision SAC 5012](#) **David Alvin Trexler, an individual**

909 A. George Washington

Yuba City, CA 95993

Kenneth A. Trexler, an individual

2603 Lago Lane

Marysville, CA 95901

**Soo Dong Kim, an individual,
dba Soo Kim Electric Company**

16224 Ridgeview Lane

La Mirada, CA 90638

CSB # 568103 Exp. 8/1/09 (inactive)

4/19/10 through 4/18/13

[Decision SAC 1064](#) **Hyo Nam Jung, an individual,****dba Lucid Electric**

18621 Well Street

Rowland Heights, CA 91748

CSB # 914692 Exp. 4/3/10

**Southwest Grading,
dba Southwest Grading Services, Inc.,**

22031 Waite Street

Wildomar, CA 92595

3/18/10 through 3/17/13

[Decision SAC 1058](#) **David Walter Cholewinski, an individual**

22031 Waite Street

Wildomar, A 92595

29970 Technology Drive, Ste. 205

Murrieta, CA 92563

CSB #840416 Exp. 6/30/10

S.J. Cimino Electric, Inc., a California corporation,
 3267 Dutton Ave.
 Santa Rosa, CA 95404
Salvatore Joseph Cimino, RMO, CEO and President of
S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino
Electric, an individual
 5825 Heights Rd.
 Santa Rosa, CA 95401
 CSB #343802 Exp. 2/28/10
 CSB #294141 Exp. 9/30/13 (inactive)

10/15/09 through 10/14/12

[Decision SAC 1052](#) 

Cedar Development Corporation
Serghon Gabriel Afram, individually
 12477 Feather Dr
 Mira Loma, CA 91752
 CSB # 839898 Exp. 6/30/10 (suspended)

8/5/09 through 8/4/12

[Decision SAC 1042](#) 

All Floors Commercial and Residential Flooring, Inc.
Salvador Elias Perea, individually
 750 E. McGlincy Lane, #103
 Campbell, CA 95008
 CSB #430969 Exp. 7/31/09

5/14/09 through 5/13/12

[Decision SAC 1040](#) 

1-AMD Construction, Inc.
Alberto Mordoki, individually
Mirella Mordoki, individually
 5300 Beach Blvd., Suite 110-416
 Buena Park, CA 90621
 CSB #787533, revoked

3/16/09 through 3/15/12

[Decision SAC1037](#) 

Updated: November 2024



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☒ All Words 

☐ Exact Phrase 

e.g. 1606N020Q02

Yoda Painting



Federal Organizations

Status 

☒ Active

☐ Inactive

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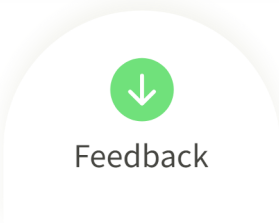
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Attachment No. 1 – Agreement with Yoda Painting, Inc.

CONTRACT

CITY OF MAYWOOD CONTRACT FOR CITY HALL PAINTING PROJECT

THIS CONTRACT ("Contract") is made and entered this February 26, 2025 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and Yoda Painting, Inc., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 1050095; Class C33. Contractor's DIR registration number is 1000527505.

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 City Hall Painting Project ("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 dollars (\$59,000.00) 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:

CITY HALL PAINTING PROJECT
(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.*

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:

CITY HALL PAINTING PROJECT

(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.

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

- ☐ Following Form
☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____

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*)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 14.

DATE: February 26, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEPHANIE ARECHIGA
SPECIAL LEGAL COUNSEL

SUBJECT: CONSIDERATION TO APPROVE RESOLUTION NO. 6403, APPROVING A LOAN AGREEMENT BY AND BETWEEN THE CITY OF MAYWOOD AND THE HUB CITIES CONSORTIUM FOR FINANCIAL ASSISTANCE

RECOMMENDATION:

Staff recommendation that the City Council:

1. Adopt the attached Resolution No. 6403, appropriating a loan to Hub Cities Consortium from the General Fund in an amount to be determined by the City Council for financial assistance as a member agency; and
2. Authorize the City Manager to enter into a loan agreement, approved as to form by the City's Special Legal Counsel.

BACKGROUND:

Hub Cities Consortium Joint Powers Authority ("Hub Cities") was established in 1988, and is comprised of six member cities, including, Bell Gardens, Cudahy, Huntington Park, Lynwood, Maywood and South Gate. Hub Cities provides a wide range of specialized programs and services for its key target groups, which include job assistance programs, services to youth and young adults, and business services.

DISCUSSION:

On February 10, 2025, Hub Cities Consortium requested \$545,000 in financial assistance from its six member cities to continue operations through June 30, 2025. The City of Maywood's financial assistance will be no more than 1/6th of the total requested amount, which will not exceed \$90,834. This would allow Hub Cities to continue operations under their existing funding agreements through the end of the fiscal year, while they await the results of a funding proposal with Los Angeles County.

LEGAL REVIEW:

Special Legal Counsel has reviewed this report.

FISCAL IMPACT:

If approved, the appropriated funds will be allocated from the FY 24-25 unallocated General Fund.

ATTACHMENT(S)

1. Board Joint Exercise of Powers Agreement
2. Resolution No. 6403 Re Hub Cities Loan Agreement

EXHIBIT A

FIRST AMENDMENT TO THE FOURTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT

FOURTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT

First Amendment to the Fourth Amended Joint Exercise of Powers Agreement Hub Cities Consortium

This First Amendment is to that Fourth Amended Joint Exercise of Powers Agreement dated for reference April 1, 1998, attached herein as Exhibit A ("Agreement") and is made by and among the City of Bell Gardens, City of Cudahy, City of Huntington Park, City of Lynwood, City of Maywood and City of South Gate ("Cities").

This First Agreement is made pursuant to the Joint Exercise of Powers Law (Articles 1 through 4 [commencing with Section 6500] of Chapter 5, Division 7, Title 1 of the California Government Code, as now or hereafter amended, hereinafter the "Act").

PREAMBLE

Whereas, the City of Bell Gardens desires to be a member of the Hub Cities Consortium, a joint powers authority, organized to provide for the development of a systematic process for the planning, implementation and coordination of programs for the delivery of job training, economic development and human services;

Whereas, Section 9 of Article VI of the Agreement requires that any city that desires to be part of the Hub Cities Consortium be approved by the Hub Cities Consortium Board of Directors;

Whereas, on November 17, 2011, the Board of Directors passed Resolution No. 11-01, approving the inclusion of Bell Gardens to the Hub Cities Consortium; and

Whereas, the City of Bell Gardens desires to be a party to the Agreement.

NOW, THEREFORE and in consideration of the foregoing and of the mutual covenants and promises herein set forth, the Cities agree to amend the Agreement as follows:

Section 1. The Agreement is amended to include the City of Bell Gardens as a party to the Agreement. By its signature to this Amendment No. 1, Bell Gardens agrees to be a party to the Agreement and accepts the terms of the Agreement.

Section 2. The first paragraph of the Agreement is hereby amended to read as follows (with new language underlined and in bold lettering and omitted language struck):

"This Fourth Amended Joint Exercise of Powers Agreement (the "Agreement"), dated for reference April 1, 1998, is by and among the cities of Cudahy, California, Huntington Park, California, Lynwood, California, Maywood, California, ~~and South Gate, California~~ **and Bell Gardens, California** (collectively, the "Cities"). Each of the Cities is a municipal corporation duly organized and existing under the Constitution and laws of the

State of California. The address of the principal business offices of the individual Cities is as follows: City of Cudahy, 5220 Santa Ana Street, Cudahy, California 90201; City of Huntington Park, 6550 Miles Avenue, Huntington Park, California 90225; City of Lynwood, 11330 Bullis Road, Lynwood, California 90262; City of Maywood, 4319 East Slauson Avenue, Maywood, California 90270; and City of South Gate, 8650 California Avenue, South Gate, California 90280; and City of Bell Gardens, 7100 South Garfield Avenue, Bell Gardens, California 90201."

Section 3. The Preamble of the Agreement is hereby amended to add a final recital as follows:

"WHEREAS, the Fourth Amended Agreement dated April 1, 1998 has been amended (by First Amendment) to reflect the addition of the City of Bell Gardens, California as a party to this Agreement."

Section 4. Except as expressly amended by this First Amendment, all of the other provisions of the Agreement shall remain in full force and effect as written in the Agreement.

Section 5. The undersigned warrant and represent that they are fully authorized to execute this First Amendment on behalf of their respective clients and that this First Amendment is entered into by the Parties freely and voluntarily, with and upon the advice of counsel.

Section 6. This First Amendment may be executed in counterparts, and photocopies or facsimile copies of this First Amendment may be used as originals.

Section 7. This First Amendment to the Agreement shall take effect upon its execution on behalf of the last of the six cities to do so.

[signatures on next pages]

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FOURTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT

HUB CITIES CONSORTIUM

This Fourth Amended Joint Exercise of Powers Agreement (the "Agreement"), dated for reference April 1, 1998, is by and among the cities of Cudahy, California, Huntington Park, California, Lynwood, California, Maywood, California, and South Gate, California (collectively, the "Cities"). Each of the Cities is a municipal corporation duly organized and existing under the Constitution and laws of the State of California. The address of the principal business offices of the individual Cities is as follows: City of Cudahy, 5220 Santa Ana Street, Cudahy, California 90201; City of Huntington Park, 6550 Miles Avenue, Huntington Park, California 90225; City of Lynwood, 11330 Bullis Road, Lynwood, California 90262; City of Maywood, 4319 Slauson Avenue, Maywood, California 90270; and City of South Gate, 8650 California Avenue, South Gate, California 90280.

This Agreement is made pursuant to the Joint Exercise of Powers Law (Articles 1 through 4 [commencing with Section 6500] of Chapter 5, Division 7, Title 1 of the California Government Code, as now or hereafter amended, hereinafter the "Act").

PREAMBLE

WHEREAS, each of the Cities is authorized by law to develop a systematic process for the planning, implementation, and coordination of programs for the delivery of job training, economic development and human services; and

WHEREAS, each of the Cities has determined that there is a need to develop a systematic process for the planning, coordination, and implementation of programs for the delivery of job training, economic development and human services; and

WHEREAS, each of the Cities desires and plans to develop a systematic process for the planning, implementation and coordination of programs for the delivery of job training, economic development and human services; and

WHEREAS, each of the Cities has determined that the creation and use by the Cities of a single entity to develop, plan, implement and coordinate such programs will enable the Cities to realize significant cost savings and administrative efficiencies in developing, planning, implementing, and coordinating such programs; and

WHEREAS, each of the Cities is authorized by law to purchase, own, lease, and use real and personal property necessary or convenient for the conduct of its governmental business; and

WHEREAS, each of the Cities desires and plans to finance, acquire, own and use real and personal property for and in connection with the conduct of its governmental business; and

WHEREAS, each of the Cities has determined that the creation and use by the Cities of a single entity to finance, acquire, own and use such property will enable the Cities to realize significant cost savings and administrative efficiencies in acquiring, financing, and using such property; and

WHEREAS, agencies created pursuant to the Act are authorized by the Act to, inter alia, finance, acquire, and own public capital improvements and to convey such public capital improvements to any of its members; and

WHEREAS, agencies created pursuant to the Act are authorized by the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 [commencing with Section 6584] of Chapter 5, Division 7, Title 1 of the California Government Code, as now or hereafter amended, hereinafter the "Pooling Law") to issue bonds for the purposes provided in the Pooling Law and the Act;

WHEREAS, it has been determined by the Board of the Consortium and the Cities that the Third Amended Agreement dated May 23, 1997 ought to be amended to reflect the addition of the City of Lynwood, California as a party to this Agreement and that Agreement ought to be in all other respects affirmed;

NOW, THEREFORE and in consideration of the foregoing and of the mutual covenants and promises herein set forth, the Cities agree to amend and restate the Agreement as follows:

ARTICLE I

PURPOSE AND ADMINISTRATION

(1) Purpose. The purpose of this Agreement is to create a public entity to develop, finance, and administer programs for the delivery of job training, economic development and human services to the residents of the Cities and adjacent unincorporated areas, to finance the acquisition of Public Capital Improvements (as defined in Section 6585(g) of the Pooling Law) for the Cities by directly acquiring such Public Capital Improvements and/or purchasing the Bonds (as defined in Section 6585(c) of the Pooling Law) of any of the Cities, and by using all other financing techniques provided for or authorized by in the Act and the Pooling Law, and to undertake such other programs as the Board of Directors may authorize. Any such purchases of Bonds by the public entity created hereby shall be pursuant to agreements between the public entity and any or all of the Cities whereby the public entity shall agree to purchase Bonds issued by any or all of the Cities (Bond Purchase Agreements) and any loan made under the Act or the Pooling Law

shall be made pursuant to an agreement as provided in the Act and the Pooling Law.

(2) Creation Of Consortium. Pursuant to the Act, there is hereby created a public entity to be known as the "Hub Cities Consortium" (the "Consortium"). The Consortium shall be a public entity separate and apart from each of the Cities, and shall administer this Agreement.

(3) Board.

(a) Created. The Consortium shall be administered by a Board of Directors (the "Board"). The Board shall be called the "Board of Directors of the Hub Cities Consortium." All voting power of the Consortium shall reside in the Board.

(b) City Directors. The City Council of each of the Cities shall appoint one Director and one alternate. Each City Director and alternate shall be a member of the City Council of the party hereto which appoints such Director and alternate and a vacancy shall be declared if any Director or alternate shall cease service on the appointing legislative body.

(c) County Directors. Each member of the Los Angeles County Board of Supervisors who represents any of the territory of the Cities may appoint one Director and one alternate, such appointments to be evidenced in writing.

(d) At-Large Director. If by virtue of the addition of a City to the Consortium pursuant to Paragraph (9) of Article VI below or for any other reason, the number of Directors appointed to the Board shall be an even number, the Board of Directors may by resolution appoint an additional Director and alternate.

(e) Terms: Vacancies. Each Director and alternate shall serve a two-year term commencing on July 1st and ending on June 30th of the second following year and each Director and alternate shall serve at the pleasure of the body or person that appointed such Director and alternate. Vacancies during a term and following expiration of the term of any Director or alternate shall be filled in the same manner as the original appointments. Nothing in this Agreement shall bar the reappointment of a Director who continues to qualify for appointment.

(f) Compensation; Expenses. Directors and alternates shall receive reasonable compensation for each meeting of the Board attended. The amount of said compensation shall be determined by the Board of Directors from time to time but shall not exceed an amount that is usual and customary. Each Director and alternate may be reimbursed for his or her necessary expenses

including travel incurred in connection with his or her services as Director, pursuant to resolution of the Board.

(4) Meetings of the Board.

(a) Regular Meetings. Regular meetings of the Board shall be held at 5:30 p.m. on the third (3rd) Thursday of every month or at such other time as the Board may fix by resolution from time to time, and if any day so fixed shall fall upon a legal holiday, then, upon the next succeeding business day at the same hour. No notice of any regular meeting of the Board need be given to the Directors.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of Sections 54950 et seq. of the California Government Code.

(5) Minutes. The Secretary (as defined in Article II, Paragraph (3) hereof) shall cause to be kept minutes of the meetings of the Board, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to each of the Cities.

(6) Voting. Each Director and each alternate shall have one vote. Said vote can only be exercised by the Director or alternate in attendance at the meeting and no alternate may vote if the Director for whom that alternate was appointed is in attendance at the time the vote is to be cast. In no event shall any City or County Supervisor have more than one vote.

(7) Quorum; Required Votes; Approvals. A majority of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings of the Board.

(8) By-laws. The Board may adopt by-laws, rules and regulations for the conduct of its meetings or as are necessary for the purposes hereof.

(9) Fiscal Year. The fiscal year of the Consortium shall be from July 1 of one year to June 30 of the following year, or any other twelve-month period hereafter designated by the Directors.

(10) Private Advisory Committee. The Consortium may establish the Private Advisory Committee (the "PAC") of the Hub Cities Consortium. The Board shall appoint the members of the PAC and shall fill all vacancies on the PAC and shall establish

procedures and regulations for the function of the PAC as the Board deems appropriate. The PAC shall perform such duties as are delegated by the Board.

(11) Personnel. The Board shall be responsible for the regulation of all personnel activities, including but not limited to the selection, recruitment, discipline, and discharge of any Consortium staff. The Board may designate the Executive Director or another person to exercise the authority of the Board to perform any or all of the duties of this Section (11) and to take such action as is necessary and appropriate with regard to those duties.

ARTICLE II

OFFICERS AND EMPLOYEES

(1) Chairman. The Consortium shall have a Chairman who shall be a Director and who shall be selected as Chairman by the Board and whom shall perform the duties normal to said office. The Chairman may sign contracts on behalf of the Consortium, and shall perform such other duties as may be imposed by the Board.

(2) Vice-Chairman. The Consortium shall have a Vice-Chairman who shall be a Director and who shall be selected as Vice-Chairman by the Board. In the absence of the Chairman the Vice-Chairman shall perform the duties of the Chairman and shall perform all duties normal to such office.

(3) Secretary. The Consortium shall have a Secretary who shall be selected by the Board and shall perform all duties normal to such office.

(4) Treasurer and Auditor. Pursuant to Sections 6505.5 and 6505.6 of the Act, the present accountant of the Consortium and any successor to that accountant shall be designated as the Treasurer/Auditor of the Consortium by the Board. The Treasurer/Auditor shall be the depository, shall have custody of all of the accounts, funds and money of the Consortium from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure strict accountability of all funds and reporting of all receipts and disbursements of the Consortium. As provided in Section 6505 and Section 6505.6 of the Act, the Treasurer/Auditor shall make arrangements with a certified public accountant or firm of certified public accountants for an annual independent audit of accounts and records of the Consortium.

(5) Executive Director. The Board may appoint an Executive Director by a majority vote of the whole Board and may delegate authority to the Executive Director to execute contracts approved by the Board and to perform any duties necessary and

appropriate for the day-to-day management and operation of the Consortium.

(6) Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Treasurer/Auditor shall have charge of, handle and have access to all accounts, funds and money of the Consortium and all records of the Consortium relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Consortium.

(7) Bonding Persons Having Access to Public Capital Improvements. From time to time, the Board may designate persons, in addition to the Secretary and the Treasurer/Auditor, having charge of, handling or having access to any records, funds or accounts or any Public Capital Improvement of the Consortium, and may designate the respective amounts of the official bonds of the Secretary and the Treasurer/Auditor and such other persons pursuant to Section 6505.1 of the Act.

(8) General Counsel. The Board may appoint a General Counsel of the Consortium who shall provide legal advice and perform such other duties as may be prescribed by the Board.

(9) Other Employees. The Board shall have the power to appoint and employ such other employees, consultants and independent contractors as may be necessary to accomplish the purposes of this Agreement.

(10) Assistant Officers. The Board may appoint such assistants to act in the place of the Secretary or other officers of the Consortium (other than any Director) as the Board shall from time to time deem appropriate.

(11) Removal and Reappointment. Unless otherwise expressly stated herein, all officers of the Consortium shall serve at the pleasure of the Board. However, nothing in this paragraph shall authorize the Board to appoint or dismiss a Director.

ARTICLE III

POWERS

(1) General Powers. The Consortium shall exercise in the manner herein provided the powers common to each of the Cities and necessary or appropriate to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Paragraph (4) of this Article III.

(2) Power to Issue Revenue Bonds. The Consortium shall have all of the powers provided in Article 4 of the Act (commencing with Section 6584), including the power to issue Bonds under the Pooling Law.

(3) Specific Powers. The Consortium is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

- (a) to develop, plan and implement programs for the delivery of job training, economic development and human services to citizens of the Cities and adjacent unincorporated areas and to undertake such other programs as the Board of Directors may authorize;
- (b) to make and enter into contracts;
- (c) to employ agents or employees;
- (d) to acquire, construct, own, manage, maintain, dispose of, or operate any Public Capital Improvement, including the common power of the Cities to acquire any Public Capital Improvement by the power of eminent domain;
- (e) to sue and be sued;
- (f) to issue bonds and otherwise to incur debts, liabilities or obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation of any or all of the Cities;
- (g) to apply for, accept, receive and disburse grants, loans and other aid from any agency of the United States of America, the State of California, or of the County of Los Angeles;
- (h) to invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Consortium, as the Consortium determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
- (i) to apply for letters of credit to secure the repayment of Bonds and enter into agreements in connection therewith;
- (j) to carry out and enforce all the provisions of this Agreement;
- (k) to make and enter into Bond Purchase Agreements or other agreements necessary to carry out the purposes of this Agreement;

- (l) to exercise any and all other powers as may be provided in the Act and the Pooling Law; and
- (m) to purchase obligations issued by any or all of the Cities.

(4) Restrictions on Exercise of Powers. The powers of the Consortium shall be exercised in the manner prescribed in the Act and in the Pooling Law, and, except for those powers set forth in the Pooling Law, shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the City of Cudahy, a general law city, in the exercise of similar powers, provided, however, that if the City of Cudahy shall cease to be a member, then the Consortium shall be restricted in the exercise of its power in the same manner as is the City of South Gate, a general law city.

(5) Obligations of Consortium. The debts, liabilities and obligations of the Consortium shall not be the debts, liabilities and obligations of any or all of the Cities.

ARTICLE IV

CONTRIBUTION: ACCOUNTS AND REPORTS; FUNDS

(1) Contributions. Each of the Cities may in the appropriate circumstance when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use its personnel, equipment or property in lieu of other contributions or advances. The provisions of Section 6513 of the California Government Code are hereby incorporated into this Agreement.

(2) Accounts and Reports. The Treasurer/Auditor shall establish and maintain such funds and accounts as may be required by any applicable laws or regulations, good accounting practice, or by any provision of any trust agreement entered into with respect to the proceeds of any Bonds issued by the Consortium. The books and records of the Consortium in the hands of the Treasurer/Auditor shall be open to inspection at all reasonable times by representatives of the Cities. The Treasurer/Auditor, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Cities. The trustee appointed under any trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said trust agreement as may be desirable to carry out this Agreement.

(3) Funds. Subject to the applicable provisions of any instrument or agreement into which the Consortium may enter, which may provide for a trustee to receive, have custody of and disburse Consortium funds, the Treasurer/Auditor of the Consortium shall receive, have the custody of and disburse Consortium funds in accordance with generally accepted accounting practices, shall approve demands against the Consortium pursuant to Government Code Section 6505.5(e), and shall make the disbursements required by this Agreement or necessary to carry out any of the provisions or purposes of this Agreement.

(4) Annual Budget and Administrative Expenses. The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Consortium, prior to the commencement of each fiscal year.

ARTICLE V

TERM; DISPOSITION OF ASSETS

(1) Term. This Agreement shall continue in full force and effect so long as any Bonds remain outstanding or so long as the Consortium shall own any interest in Public Capital Improvements or until terminated by a unanimous vote of the Board.

(2) Disposition of Assets. Upon the winding up and dissolution of the Consortium, after paying or adequately providing for the debts and obligations of the Consortium, the remaining assets of the Consortium shall be distributed to the parties to the Agreement. If for any reason the parties to the Agreement are unable or unwilling to accept the assets of the Consortium, said assets will be distributed to the Federal Government or to the State of California or any local government for public purposes.

(3) Terminations. Any party may withdraw from its status as a party to this Agreement at the end of any given fiscal year provided that at such time said party has either discharged, or arranged for, to the satisfaction of the remaining members of the Board, the discharge of any pending obligation it has assumed hereunder, and further provided that written notice of intention to so withdraw has been served upon the Board and the City Clerk of each party hereto no later than April 30th preceding the end of the fiscal year.

(4) Continuation. The inclusion of additional parties to this Agreement or the withdrawal of some, but not all, of the parties to this Agreement shall not be deemed a dissolution of the Consortium nor a termination of this Agreement. The Consortium shall continue to exist and this Agreement shall continue in full force and effect so long as there shall be at least two parties To this Agreement.

ARTICLE VI

GENERAL PROVISIONS

(1) Notices. Any notices required by or given pursuant to this Agreement shall be in writing and shall be delivered to the City Clerk of each of the Cities at the address of the principal business offices of the respective Cities listed in the introduction of this Agreement or at such other address as any City may specify in writing to the Consortium.

(2) Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of California.

(3) Headings. The article and paragraph headings contained in this Agreement are for the convenience of reference only and are not intended to define, limit or describe the scope of any provision of this Agreement.

(4) Consent. Whenever any consent or approval is required by this Agreement, such consent or approval shall not be unreasonably withheld.

(5) Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of bonds issued by the Consortium or certificates of participation regarding payments to be made by the Consortium or the Cities or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required to carry out any of the provisions of this Agreement or for any other purpose.

(6) Enforcement By Consortium. The Consortium is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

(7) Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby.

(8) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Cities, respectively. None of the Cities may assign any right or obligation hereunder without the written consent of the other Cities.

CITY OF LYNWOOD

April R.

Dated: July 23 - 1998

ATTEST:

Andrea L. Hooper

(SEAL)

CITY OF MAYWOOD

Dated: _____

ATTEST:

(SEAL)

CITY OF SOUTH GATE

Dated: _____

ATTEST:

(SEAL)

CITY OF LYNWOOD

Dated: _____

ATTEST:

(SEAL)

CITY OF MAYWOOD

Margarita Rinalca

Dated: May 12, 1998

ATTEST:

[Signature]

(SEAL)

CITY OF SOUTH GATE

Dated: _____

ATTEST:

(SEAL)

CITY OF MAYWOOD

Dated: _____

ATTEST:

(SEAL)

CITY OF SOUTH GATE

Henry C. Gonzales

Dated: July 13, 1998

ATTEST:

[Signature]
(SEAL)

APPROVED AS TO FORM:

Arnold Alvarez-Glasman

Arnold Alvarez-Glasman, City Attorney
South Gate

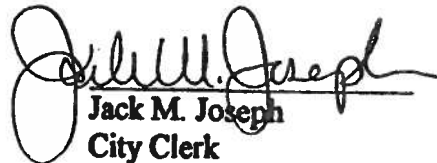
(SEAL)

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

I, JACK M. JOSEPH, CITY CLERK OF THE CITY OF CUDAHY, DO HEREBY CERTIFY that the foregoing Resolution No. 98-18 was duly and regularly adopted by the City Council at a meeting held thereof on the 5th day of May, 1998, by the following vote:

AYES: Councilmembers Galvan, Rodriguez, and Silva,
Mayor pro tem Gonzalez, Mayor Perez

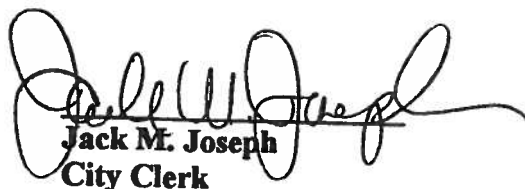
NOES: None


Jack M. Joseph
City Clerk

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

I, JACK M. JOSEPH, CITY CLERK OF THE CITY OF CUDAHY, DO HEREBY CERTIFY that the foregoing Resolution No. 98-18, was duly and regularly adopted by the City Council at a meeting held on MAY 5, 1998, and is a true and correct copy of said Resolution.

(SEAL)


Jack M. Joseph
City Clerk

(9) New Parties. Upon approval by the Board and by their governing bodies, additional Cities or public agencies may become parties to this Agreement.

(10) Execution in Counterparts. This Agreement may be executed on behalf of the respective Cities in one or more counterparts all of which collectively shall constitute one document and agreement.

(11) Effective Date. This Fourth Amended Agreement shall take effect upon its execution on behalf of the last of the five cities to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the parties.

CITY OF CUDAHY

Dated: _____

ATTEST:

(SEAL)

CITY OF HUNTINGTON PARK

Jessica R. Mas

Dated: May 18, 1998

ATTEST:

Matthew A. Orfello

(SEAL)

[signatures continue]

RESOLUTION NO. 6403

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, APPROVING A LOAN AGREEMENT BY AND BETWEEN THE CITY OF MAYWOOD AND THE HUB CITIES CONSORTIUM FOR FINANCIAL ASSISTANCE

WHEREAS, the Hub Cities Consortium (“Hub Cities”) was established in 1988 to provide specialized programs and services, including job assistance, youth development, and business support, to the Southeast Los Angeles region; and

WHEREAS, Hub Cities is dedicated to empowering individuals toward self-sufficiency while meeting the workforce needs of the business community; and

WHEREAS, Hub Cities is comprised of the Cities of Bell Gardens, Cudahy, Huntington Park, Lynwood, Maywood, and South Gate; and

WHEREAS, on February 10, 2025, Hub Cities contacted all member cities requesting financial assistance due to financial uncertainty; and

WHEREAS, the City of Maywood (“City”) wishes to provide financial assistance to Hub Cities in the form of a loan agreement.

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

Section 1. The Recitals set forth above are true and correct, constitute a material part of this Resolution, and are incorporated herein in their entirety as part of the findings.

Section 2. The City Council hereby authorizes the Finance Director to appropriate a sum not to exceed _____ Dollars (\$_____) (“Requested Amount”) from the general fund for FY2024-25 in the form of a loan to Hub Cities for financial assistance. If other Hub Cities city members authorize an amount less than the Requested Amount, then the loan amount from the City shall be lowered accordingly.

Section 3. The City Council hereby approves a loan agreement by and between the City and Hub Cities, in a form approved by the City’s Special Legal Counsel, for an amount not-to-exceed _____ Dollars (\$_____).

Section 4. The City Council hereby authorizes the City Manager to negotiate the terms of the loan, in a form approved by the City’s Special Legal Counsel.

Section 5. The City Council further authorizes the City Manager to execute the loan agreement, along with all documents reasonably necessary to effectuate the intent of this Resolution.

Section 6. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED THIS 26th day of February 2025.

Mayra Aguiluz, Mayor

ATTEST:

Daisy Guerrero, Deputy City Clerk

APPROVED AS TO FORM:

Stephanie A. Arechiga, Special Legal Counsel

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Daisy Guerrero, Deputy City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No. 6403, 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 26th day of February 2025, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Daisy Guerrero, Deputy City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 15.

DATE: February 26, 2025

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 TO APPROVE AN EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY, THE CITY OF MAYWOOD AND THE CESAR CHAVEZ FOUNDATION

RECOMMENDATION:

Staff recommends that the Successor Agency and the City Council approve an Exclusive Negotiation Agreement with the Cesar Chavez Foundation (CCF) to facilitate the development of 100% affordable housing at 5102 & 5110 District Boulevard, subject to final negotiation and approval by the City Manager and City Attorney and authorize the City Manager to execute the agreement and any related documents.

BACKGROUND:

Cesar Chavez Foundation (CCF) has extensive experience in developing and managing safe, decent, and affordable rental and market-rate housing in California. The Successor Agency/City currently owns real property located at 5102 and 5110 District Boulevard, along with an additional parcel (APN 6313-001-900) (collectively, the "Site"). The Successor Agency to the City of Maywood, the City of Maywood (City) intends to sell or otherwise transfer the Site to CCF and facilitate the construction of a 100% affordable rental housing project for income-qualified applicants (the "Project").

Pursuant to the California Surplus Land Act (Government Code Sections 54220 et seq.), the Agency must complete all compliance requirements before transferring the property. The proposed Exclusive Negotiating Agreement includes provisions for the parties due diligence activities, refinement of the project and ultimately negotiation of a Disposition and Development Agreement (DDA). The DDA will include the terms and conditions for CCF to develop the Site within a reasonable timeframe. The DDA would be contingent upon the CCF securing necessary financing (including tax credit equity) and all permits for project development.

DISCUSSION:

The proposed Exclusive Negotiation Agreement (ENA) establishes a framework for negotiations between the parties regarding the development of the Site for an affordable housing project. Key provisions of the ENA include the following:

- **Exclusive Negotiation Period** – The City agrees to negotiate solely with the CCF for the sale and development of the Site, except for compliance with the Surplus Land Act. The ENA term begins on February 27, 2025, and lasts for twelve (12) months, with the possibility of two (2) three-month

extensions by the City Manager.

- **Conditions for the DDA** – The negotiated DDA will be subject to approval of the parties, compliance with the California Environmental Quality Act (CEQA), and adherence to Surplus Land Act requirements. Either party may terminate negotiations if terms are not agreed upon.
- **CCF Responsibilities** – CCF must submit required documentation (as outlined in Exhibit A) and provide monthly reports on project progress.
- **Indemnity and Site Access** – CCF will indemnify the City and the City against claims arising from site inspections. CCF and its consultants will have access to the property for environmental and geological assessments.
- **Termination and Default** – The City Manager may terminate the ENA if the CCF fails to make reasonable progress on negotiations or violates ENA terms. CCF must correct any deficiencies within ten (10) days of written notice from the City Manager.
- **CCF Representations and Warranties** – CCF must confirm that it is a nonprofit public benefit corporation in good standing in California, has legal authority to enter into the agreement, and is not subject to insolvency proceedings.
- **Notices** – Communication between the parties must be in writing and sent via certified mail or email to designated contacts.

CCF is still reviewing the ENA and its terms may be further refined or revised and therefore Staff is recommending that the ENA be approved subject to the final negotiations and approval of the City Manager and City Attorney. Additionally, if this agreement is approved by the City Council, Exhibit A demonstrates the materials to be delivered by CCF and the timeline. Additionally, the City Manager may terminate the ENA by written notice to CCF if there is no reasonable progress in negotiating the DDA.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The initial deposit of \$10,000 will be utilized for the City's costs incurred during the ENA process.

ATTACHMENT(S)

1. Maywood - ENA with Cesar Chavez Foundation
2. CCF Presentation

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EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT (this “**Agreement**” or “**ENA**”) is dated as of February 26, 2025 (“**Effective Date**”), and is entered into by and between the Successor Agency to the Maywood Community Redevelopment Agency (“**Agency**”), the City of Maywood, a municipal corporation (“**City**”), and the Cesar Chavez Foundation, a California public benefit corporation (the “**Developer**”). Agency, Developer and the City are sometimes collectively referred to herein collectively as the “**Parties**” or individually as the “**Party**.” The Agency and City shall be referred to collectively as “**Agency**,” unless the text provides otherwise.

RECITALS

A. The Developer has significant experience developing and managing safe, decent and affordable rental and market-rate housing in California;

B. The Agency is the owner of certain real property located at 5102 District Boulevard (APN 6313-001-902), 5110 District Boulevard (APN 6313-001-901) and APN 6313-001-900 (“**Site**”);

C. The Agency intends to transfer the property to the City of Maywood and/or the Developer in order to allow the development of the Site with a project containing 100% affordable rental units for income qualified applicants (“**Project**”);

D. Thereafter and upon completion of the Agency’s completing compliance with the California Surplus Land Act (California Government Code Sections 54220 et seq.), Agency and Developer desire to negotiate with each other regarding the potential terms and conditions of a “Disposition and Development Agreement” (“DDA”) between Agency and Developer for Developer to acquire the Site and develop the Project on the Site within a reasonable period of time thereafter; and

E. The DDA would condition the closing of the sale of the Site (if applicable) upon the Developer first obtaining, among other things, all necessary financing (including tax credit equity), and all permits for development of the Project.

NOW, THEREFORE, in view of the goals and objectives of Agency relating to providing affordable housing in the City of Maywood, and in consideration of the mutual promises of the Parties set forth in this Agreement, the Agency, City and Developer agree as follows:

1. Exclusive Negotiation; Negotiation of DDA. During the Term (defined in Section 2 below), Agency shall negotiate only with Developer for the sale and development of the Site, except that Agency and the City of Maywood may complete the process under the California Surplus Land Act (California Government Code Sections 54220 et seq.) (“Surplus Land Act”). During this period, the Agency and Developer shall negotiate the terms of a DDA; however, the DDA so negotiated shall be subject to the approval of the City Council of the City of Maywood in its sole and absolute discretion, after compliance with the California Environmental Quality Act (“CEQA”) and subject to compliance with the Surplus Land Act. Developer may terminate such negotiations and this ENA, or disapprove the negotiated DDA and terminate this ENA, by written notice to Agency.

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2. Term. The Term of this ENA is conditioned for the benefit of the Agency and the City of Maywood upon the Agency/City's completing compliance with the Surplus Land Act. Subject to the foregoing, the term of this ENA shall commence on February 27, 2025 and shall end twelve (12) calendar months thereafter, unless extended in writing by the Agency Executive Director/City Manager ("City Manager") pursuant to Section 3 below.

3. Extension of Term. The Term may be extended by the City Manager of the City in writing for up to two (2) consecutive periods of three (3) months each.

4. Developer Acknowledgments. Developer acknowledges and agrees that under this Agreement, Agency or the City of Maywood is not committing itself or agreeing to enter into a DDA or other agreement or approve any land use entitlements or any permits, or provide any financial assistance.

5. Materials and Information. The Developer shall deliver the materials and information identified on Exhibit A to the Agency within the times set forth therein. Additionally, at the beginning of each calendar month during the ENA Term (as extended under Section 3, if applicable), Developer shall provide a written report to the Agency describing in reasonable detail the Developer's activities with respect to the Project during the preceding calendar month.

6. Deposit for Agency Costs and Expenses. Developer shall reimburse the Agency for its out-of-pocket costs and expenses (including, without limitation, legal fees and costs) incurred in preparing this ENA and fulfilling its obligations under this ENA, including, but not limited to: (i) the costs of negotiating and preparing the DDA; (ii) the costs of complying with CEQA; and (iii) the costs of appraisals and economic consultants to evaluate the Project or proposed transaction terms (collectively, the "Reimbursable Costs"). Concurrently with its execution of this ENA, Developer shall deposit with the Agency the sum of Ten Thousand Dollars and No/100 Dollars (\$10,000.00) (the "Reimbursement Funds"). The Reimbursement Funds may be used and applied from time to time by the Agency to pay or reimburse itself for Reimbursable Costs not otherwise paid or reimbursed by the Developer. Any Reimbursement Funds not applied shall be delivered to the Developer without interest (along with a final accounting of the Agency's application of the Reimbursement Funds) within sixty (60) business days after the expiration or earlier termination of this ENA. If Reimbursable Costs exceed the Reimbursement Funds then on deposit, Developer shall pay, within five (5) business days after written request from Agency, an additional deposit reasonably determined by Agency to pay the projected Reimbursable Costs. The provisions of this Section shall survive the expiration or earlier termination of this ENA, to the extent that the Agency has incurred actual Reimbursable Costs for which there are insufficient Reimbursement Funds then on deposit with the Agency.

Notwithstanding anything to the contrary in this ENA, express or implied, the Agency shall have the right in its sole and absolute discretion to cease evaluation of submittals relating to the Project, stop any other staff work and/or work of its consultants and stop negotiating or discussing the Project, and DDA and terminate this ENA if the City Manager determines that the sums then on deposit with Agency are not clearly sufficient to pay for all of the projected/established Reimbursable Costs projected/estimated in good faith by the City Manager and Developer has failed to replenish the Reimbursement Funds within five (5) business days after written request from the City Manager.

7. Developer Indemnity; Right of Entry. Developer shall indemnify, defend and hold harmless the Agency and the City of Maywood, and their elected and appointed officials, officers, agents and employees of Agency and the City (individually or collectively, an "**Indemnified Party**") against any and all claims, liabilities, losses, damages, costs and expenses arising out of,

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caused by, or related to any entry by Developer or its designees onto the Property and any allegation that this ENA violates CEQA.

Developer and its contractors and consultants designated in writing by Developer to Agency shall have the right to enter the Property to inspect the Property, survey the Property and prepare Phase I environmental reports for the Property, and if reasonably approved in writing by the City Manager, to take soils and groundwater samples as recommended by such a Phase I (for purposes of preparing a Phase II environmental report) provided a copy of the Phase I recommending such samples/tests has been provided to the City Manager.

8. Termination by Agency. The City Manager may terminate this ENA by written notice to Developer if Developer is not making reasonable progress in negotiating the DDA, or is otherwise in violation of this ENA, and Developer fails to correct such failure to make reasonable progress within ten (10) days after written notice from the City Manager describing the nature of the default or failure to make progress.

9. Developer Representations and Warranties. Developer represents and warrants to and for the benefit of Agency as follows:

9.1 Valid Existence; Good Standing; Joint Venture Relationships. Developer is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California. Developer has all requisite power and authority to own its property and conduct their respective business as presently conducted. Developer has made all filings and is in good standing in the jurisdiction of the State of California.

9.2 Authority. Developer has all requisite power and authority to enter into and perform this Agreement.

9.3 No Limitation on Ability to Perform. Neither Developer's articles of incorporation nor any other organizational document regarding Developer in any way prohibits, limits or otherwise affects the right or power of Developer to enter into or perform this Agreement. Developer is not a party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument that could prohibit, limit or otherwise affect Developer's entry into or performance of this Agreement. To the best of Developer's knowledge, no consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person or entity is required for the due execution, delivery or performance by Developer of this Agreement or any of the terms or covenants contained in this Agreement. There is no pending or threatened suit or proceeding or undischarged judgment affecting Developer before any court, governmental agency, or arbitrator that might materially adversely affect the enforceability of this Agreement, the ability of Developer to perform the transactions contemplated by this Agreement or the business, operations, assets or condition of Developer.

9.4 Valid Execution. The execution and delivery of this Agreement by Developer has been duly and validly authorized by all necessary action of Developer and others. This Agreement is a legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

9.5 Insolvency. No attachments or execution proceedings and no assignments for the benefit of creditors or insolvency, bankruptcy, reorganization or other proceedings are

DRAFT FOR REVIEW

pending or, to Buyer's knowledge, threatened against Buyer, nor are any such proceedings contemplated by Buyer.

10. Notices. A notice or communication under this Agreement by either Party to the other shall be sufficiently given or delivered, if in writing and delivered by reputable overnight messenger, or certified first class mail with return receipt requested (for U.S. mailings) or when sent by electronic mail ("email") to the appropriate Party at its address as follows:

In the case of a notice or communication to Agency and City:

City of Maywood
4319 E. Slauson Avenue
Maywood, California 90270
Attn: City Manager
Telephone: (323) 562-5700
with a required copy to:

Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Attn: Roxanne Diaz
email: rdiaz@rwglaw.com

Any such address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. Notices by overnight messenger shall be deemed delivered on the next business day, or, if mailed, on the delivery date or attempted delivery date shown on the return receipt or if by email, when sent.

11. General Provisions.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by the Agency, City of Maywood and Developer.

11.2 Severability; HCD Comments. If any provision of this Agreement, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect.

Without limiting the foregoing, in the event that any HCD comments on the surplus property determination claimed by the Agency, which prevents or precludes compliance with any material term of this Agreement, the Parties shall promptly modify, amend or suspend this Agreement, or any portion of this Agreement, to the extent necessary to comply with such comments or either Party may terminate this Agreement upon written notice to the other Party. In the event of such termination, the Developer, Agency and City agree that neither the Developer, Agency or City shall have any further rights or obligations under this Agreement except as otherwise provided herein.

11.3 Non-Waiver. No waiver made by either Party with respect to the performance, or manner or time of performance, or any obligation of the other Party or

DRAFT FOR REVIEW

any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived, to the extent of such waiver, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

11.4 Non-Liability. No member, official, agent or employee of the Agency or the City of Maywood will be personally liable to Developer in the event of a default by the Agency or the City of Maywood. No director, officer, agent or employee of Developer will be personally liable to the Agency or the City of Maywood in an event of default by Developer.

11.5 No Third Party Beneficiary. This Agreement is for the exclusive benefit of the Parties to this Agreement and not for the benefit of any other person and shall not be deemed to have conferred any rights, express or implied, upon any other person.

11.6 No Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other.

11.7 Governing Law. Agency and Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the substantive and procedural laws of the State of California, without application of conflicts or choice of laws principles.

12. Interpretation of Agreement. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement.

13. Entire Agreement. This Agreement (including the attachments and exhibits) contains the entire agreement between the Parties with respect to the subject matter of this Agreement.

14. Time of the Essence. Time is of the essence with respect to each provision of this Agreement.

15. Counterparts, pdfs. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. An electronic copy of this Agreement shall be as effective as the original for all purposes.

16. Relationship of the Parties. The subject of this Agreement is a private development with neither Party acting as the agent of the other Party in any respect. None of the provisions in this Agreement shall be deemed to render the Agency or the City of Maywood a partner in Developer's business, or joint venturer or member in any joint enterprise with Developer.

IN WITNESS WHEREOF, the Agency, City and Developer have signed and entered into this Agreement as of the Effective Date by and through the signatures of their respective authorized representative(s).

DRAFT FOR REVIEW

**SUCCESSOR AGENCY TO THE
MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Jennifer Vasquez, Executive Director

ATTEST:

Deputy City Clerk

**CITY OF MAYWOOD
a California municipal corporation**

By: _____
Jennifer Vasquez, City Manager

ATTEST:

Deputy City Clerk

CESAR CHAVEZ FOUNDATION

By: _____
Name and Title

By: _____
Name and Title

EXHIBIT "A"

MATERIALS TO BE DELIVERED BY DEVELOPER

Written Status Reports	Every months, on the 15 th day of the month, commencing on the first full month after the Effective Date.
Developer will disclose to Agency the names of primary employee contracts, primary consultants, or representatives anticipated to be directly involved in the Project. Developer shall promptly notify Agency of any changes as they occur.	Within forty-five (45) days after the Effective Date
Developer will conduct due diligence including, but are not limited to, investigative studies, feasibility studies, preliminary title report, etc. Developer will submit to the Agency in writing any and all objections.	Within one-hundred eighty (180) days after the Effective Date
Developer will lead public outreach for the Project in coordination with the Agency. Agency and Developer shall determine the extent and number of outreach meetings appropriate.	Within one-hundred eighty (180) days after the Effective Date
Develop Conceptual Plans for the project.	Within one-hundred eighty (180) days after the Effective Date
Submit entitlements application.	Within two-hundred seventy (270) days after the Effective Date
Draft Preliminary Financing Plan and Preliminary Development Schedule	Within two-hundred seventy (270) days after the Effective Date
Parties negotiate form of Term Sheet for purpose of negotiating DDA and the form for the disposition of the property	Within two-hundred seventy (270) days after the Effective Date
Final Preliminary Financing Plan with anticipated Debt and Equity Financing	Within three-hundred (300) days after the Effective Date
Initial draft DDA (including disposition of property if applicable)	Within three-hundred sixty days (360) days after the Effective Date



CESAR CHAVEZ FOUNDATION

INSPIRING & TRANSFORMING COMMUNITIES

Agenda

- About Cesar Chavez
- Cesar Chavez Foundation
- Development Project Experience
- Proposed Project
- Questions & Answers



Cesar Chavez Foundation



Our Propose

Inspiring & Transforming Communities.

Our Mission

At the Cesar Chavez Foundation, our mission is to carry on Cesar's life's work of uplifting the lives of Latinos and working families by inspiring and transforming communities through social enterprises that address essential human, cultural and community needs.



About Cesar Chavez

- Born in 1927 in Yuma, Arizona
- Joined the U.S. Navy 1944 at 17 years old
- Joined the Community Service Organization (CSO)
- Co-founded the NFWA with Dolores Huerta
- Used these Experiences to help improve the conditions of those marginalized in society.



The Cesar Chavez Foundation

Today, Cesar Chavez Foundation (CCF) is Broken into 4 Funds:

- 1) The National Chavez Center Fund (NCC)
- 2) Education Fund
- 3) Communication Fund
- 4) Housing & Economic Development Fund (HED)



HED Overview

Fast Facts

- Headquartered in Los Angeles, California
- Developed 300 single-family homes for sale for lower-income households
- Over 4,900 affordable multi-family units at 49 separate sites
- 226 units projected to come online by end of 2024
- Over 1,400 affordable units in the pipeline



Photographed by
OMAR MATEO



HED Overview

In-House Expertise

- Real Estate Development
- General Contracting
- Property Management
- Social Services
- Financial Wherewithal
- Expertise in Different Capital Structure in 4 Different States

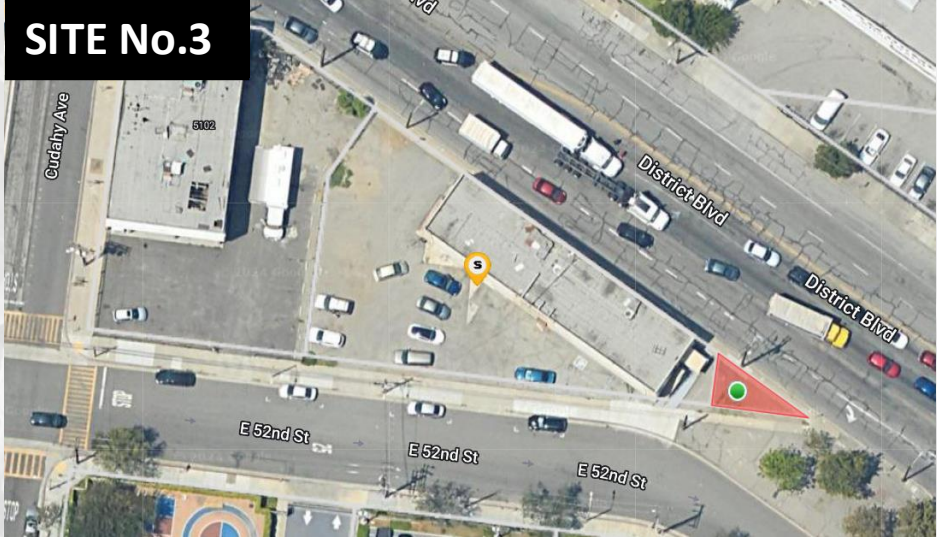
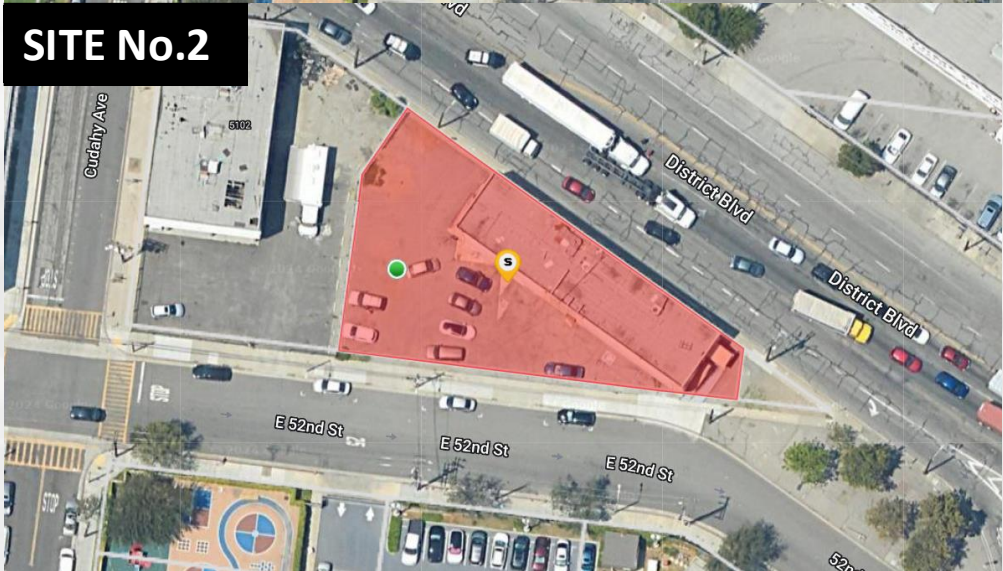
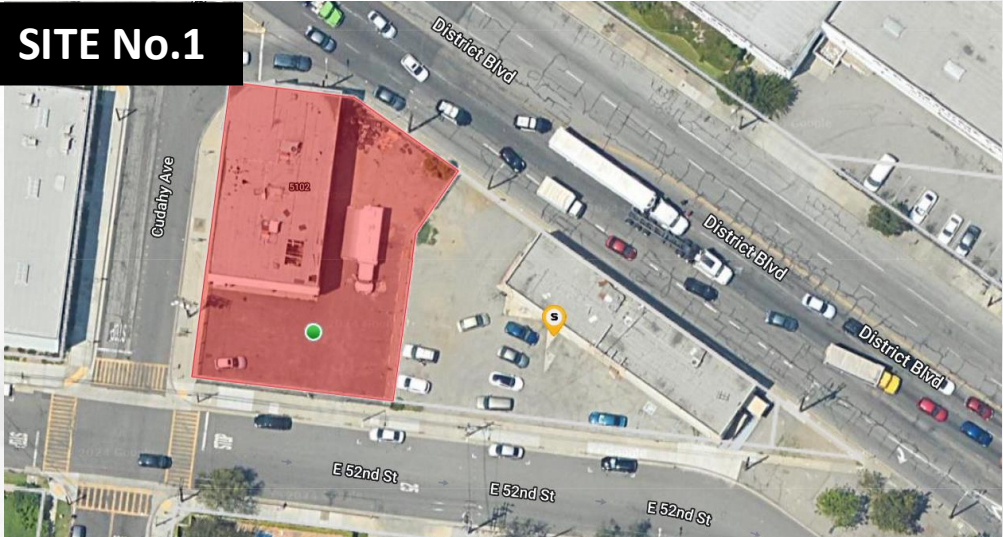


CCFs Local Experience

- Since 2020
 - In Operations
 - 106 Units
 - In Construction
 - 204 Units
 - 2025 Construction
 - 127 Units
- **TOTAL: 434 Units**



Maywood Surplus Land



SITE	APN	ADDRESS	SIZE
Site No.1	6313-001-902	5102 District Blvd.	~0.28 Acres
Site No.2	6313-001-901	5110 District Blvd.	~0.28 Acres
Site No.3	6313-001-900	4801 Slauson Ave.	~0.02 Acres



Proposed Site Plan



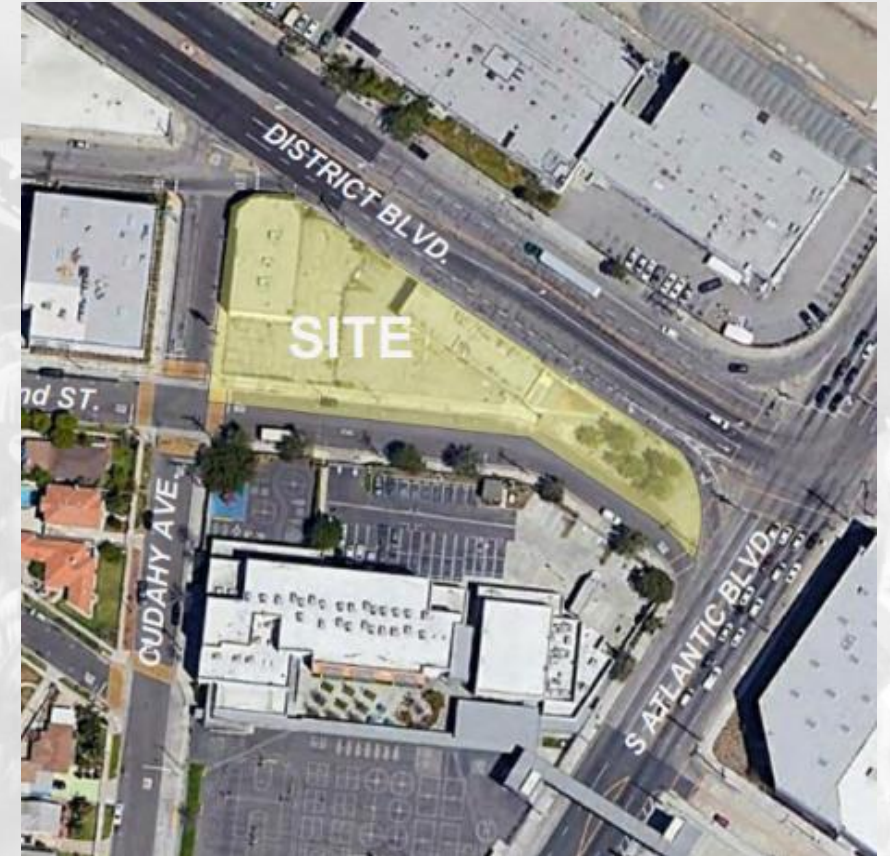
Proposed Project Units

No. Units	Bedrooms	% AMI	SIZE
16	1-Bedroom	30% AMI + Vouchers	542 SF
2	2-Bedroom	30% AMI + Vouchers	775 SF
3	1-Bedroom	50% AMI	542 SF
3	2-Bedroom	50% AMI	775 SF
3	3-Bedroom	50% AMI	1060 SF
10	1-Bedroom	60% AMI	542 SF
11	2-Bedroom	60% AMI	775 SF
12	3-Bedroom	60% AMI	1060 SF
1	2-Bedroom	Manager's Unit	775 SF
61		49%	44,793 SF



Proposed Schedule

Date	Action
02/26/25	City Council Meeting/Approval
03/05/25	LACDA Application Due
4/14/25	Projected Gateway Cities Affordable Housing Trust Application Due
05/30/25	HCD Application Due
02/23/26	CTCAC 9% Application Due
04/06/26	Commence with Construction Documents
12/21/26	Plan Check – Construction Documents Approval
12/28/26	Estimated Construction Loan Cloing
01/04/27	Start Construction
07/04/28	Construction Completion



Questions & Answers





CESAR CHAVEZ FOUNDATION

INSPIRING & TRANSFORMING COMMUNITIES

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 16.

DATE: February 26, 2025

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 TO APPROVE A FIVE-YEAR LEASE AGREEMENT WITH FLOCK GROUP INC. FOR AUTOMATED LICENSE PLATE READERS (ALPR) FOR PUBLIC SAFETY TECHNOLOGY SERVICES IN AN AMOUNT NOT TO EXCEED \$61,100

RECOMMENDATION:

It is recommended that the City Council approve a five-year agreement with Flock Group, Inc. for the deployment of four Automated License Plate Readers (ALPRs) and authorize the Mayor to execute the agreement in the form approved by the City Attorney with a total cost not to exceed \$61,100.

BACKGROUND:

Recognizing the growing concerns around public safety and infrastructure security, the City of Maywood has identified the need for advanced public safety tools to address these challenges. The proposed agreement with Flock Group, Inc. will enable the deployment of hardware and software that utilize Automatic License Plate Recognition (ALPR) technology. This system enhances situational awareness and supports law enforcement in crime prevention, investigations, and broader public safety initiatives.

The deployment will consist of four ALPR cameras, strategically located throughout the City to maximize coverage and effectiveness. If approved, two cameras will be installed at each end of Slauson Avenue (east and west sides), while the other two cameras will be placed at the ends of Atlantic Boulevard (north and south sides). These key corridors were selected based on traffic patterns and their potential to support proactive crime prevention efforts.

The proposed ALPR technology has been reviewed in collaboration with the Los Angeles County Sheriff's Department to ensure alignment with Maywood's specific public safety needs. Flock Group, Inc., a leading provider of ALPR solutions, currently serves over 5,000 communities nationwide, including over 400 law enforcement agencies in California. Local cities such as Monterey Park, Rosemead, Commerce, Bell Gardens, South Gate, Vernon, and Downey have successfully implemented this technology.

The need for this technology is underscored by the significant increase in auto thefts within the City. In 2024, auto theft cases rose from 129 in 2023 to 207, an increase of 60%. Stolen vehicles are not only a source of hardship for their owners but also serve as tools for further criminal activity, including gang-related crimes. Proactively addressing auto theft often leads to the detection of other criminal behaviors and helps prevent serious crimes. ALPR technology has been proven effective in assisting law enforcement to locate stolen vehicles and solve crimes involving automobiles. It has also become more cost-efficient and accessible in recent years. These high-speed, computer-controlled camera systems automatically capture license plate numbers within their view. The collected data can aid in criminal investigations, locate wanted or missing

persons, and significantly enhance efforts to recover stolen vehicles.

DISCUSSION:

Under the proposed agreement, Flock Group, Inc. will provide both hardware and software to implement an ALPR system, which includes:

1. Hardware: Flock's proprietary devices with features such as solar panels, automatic license plate recognition cameras, and other installation components.
2. Software Services: Access to Flock's platform for data collection, analysis, and storage, allowing city staff and law enforcement to view, search, and archive footage.

Key provisions of the agreement include:

- Data Retention: All footage is retained on a rolling 30-day basis unless extended due to litigation holds or other specific requirements.
- Privacy and Security: Compliance with state and federal data privacy laws, including the California Consumer Privacy Act (CCPA) and Criminal Justice Information Services (CJIS) standards.
- Term: The initial term of the agreement will commence upon execution and installation of the hardware, with automatic renewals unless notice is provided.

This technology will significantly improve public safety outcomes by enabling quicker responses to incidents and more efficient evidence collection for investigations. Flock's services include regular updates, technical support, and maintenance to ensure uninterrupted operations. Additionally, deploying ALPR technology aligns with the City's commitment to public safety and reflects a strategic investment in innovative solutions to address rising crime trends. The partnership with Flock Group, Inc. represents a thoughtful and collaborative approach to improving community safety while leveraging advanced tools to support the Los Angeles County Sheriff's Department in their mission to protect Maywood residents.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The financial commitment associated with this agreement is detailed in the attached quote form (Exhibit A). This includes costs for hardware installation, software subscription fees, and necessary maintenance over a five-year period, totaling \$61,100. Funding for this amount will be appropriated from the General Fund. Upon approval of the agreement, an initial payment of \$13,100 will be required, followed by an annual recurring cost of \$12,000 for the next four years. Staff will explore potential grant funding opportunities and ensure the required amounts are included in the annual budget.

ATTACHMENT(S)

1. Flock Group Inc. Master Services Agreement w/ Exhibits

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly and is thereby rendered “anonymized data” as defined in ISO 25237:2017, Sections 3.2 and 3.3.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer and/or LASD accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media and content provided or made accessible to Flock by Customer through or in connection with the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party cameras owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, cameras, solar panel, installation components, and any other Flock owned physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” or “Services” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services and Flock Hardware.

1.13 “**Permitted Purpose**” means any legitimate public safety and/or business purpose, including, but not limited to, the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored by Flock within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Vehicle Fingerprint 'TM'**” means the unique vehicular attributes captured through the Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

1.17 “**LASD**” means the Los Angeles County Sheriff’s Department.

1.18 “**Applicable Laws**” means Title 1.81 of Part 4 of Division 3 of the California Civil Code, including Section 1798.90.5, et seq., and the California Consumer Privacy Act, Section 1798.100, et seq., Government Code Section 7284, et seq., and any and all other applicable local, State and federal laws and regulations.

1.19 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the longer of: the Retention Period, period of retention required by Customer's records retention requirements or State law including California Government Code Section 34090, et seq., or any period set forth in a notice of litigation hold as provided herein. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer may request that access by any Authorized End User of the Flock Services requires 2-step verification. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage), provided any such third parties with access to Customer Data, maintain confidentiality of Customer Data.

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within forty-eight (48) hours of becoming aware of a malfunction in the Flock Services or Flock Hardware. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com such services collectively referred to as "**Support Services**").

2.4 Updates to Platform. Flock may make any updates to its system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or

services to its customers, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand and agree that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required in order to provide the Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of an unforeseeable Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties under Customer's direction, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit, unless the suspension occurred at no fault of Customer. If the

Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer or LASD. Authorized End Users shall only use Customer or LASD-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining , and/or requiring LASD to obtain and maintain, any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and shall require LASD to provide reasonable access to LASD facilities, and to Customer and LASD personnel, as applicable in order to enable Flock to perform the Services (such obligations of Customer are collectively defined as ***“Customer Obligations”***).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer and/or LASD shall use Flock Services only in compliance with this Agreement

and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

3.3 NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THE PARTIES ACKNOWLEDGE AND AGREE THAT: (A) LASD WILL BE AN “AUTHORIZED END USER” AND OPERATOR OF THE FLOCK ALPR SYSTEM, INCLUDING ALL HARDWARE, FLOCK IP, AND THE SERVICES; (B) LASD IS THE LAW ENFORCEMENT AGENCY PROVIDING LAW ENFORCEMENT SERVICES FOR THE CUSTOMER AND THAT IT IS LASD, BY AUTHORIZATION FROM THE CUSTOMER, THAT WILL BE ACCESSING AND USING THE ALPR DATA COLLECTED BY THE FLOCK HARDWARE, SOFTWARE AND SYSTEM; (C) FLOCK SHALL EXTEND TO LASD THE SAME RIGHTS AND BENEFITS OF THIS AGREEMENT AS ARE PROVIDED TO THE CUSTOMER, INCLUDING, WITHOUT LIMITATION, THE RIGHTS AND BENEFITS OF THIS SECTION 3.2, SECTION 5, SECTION 8, AND SECTION 9; AND (D) CUSTOMER SHALL REMAIN RESPONSIBLE FOR COMPLIANCE WITH THESE SECTIONS.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. For the term of this Agreement, Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data solely for the purpose of performing all acts as may be necessary for Flock to lawfully provide the Flock Services to Customer. Notwithstanding any other provision herein, Flock shall: (a) keep and maintain Customer Data and Customer Generated Data (collectively, “Data” sometimes in this Section 4) in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose the Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and Applicable Laws; (c) allow access to the Data only to Customer, Authorized End Users, and those employees or agents of Flock who are directly involved with and responsible for providing the Services, and/or third parties bound in writing to maintain confidentiality of the Data; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available any of the Data for Flock’s own purposes or for the benefit of anyone other than Customer without Customer’s prior written consent, or as otherwise provided herein.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest it otherwise possesses in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. For the term of this Agreement, Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not share, disseminate, or sell Customer Generated Data, except as expressly authorized herein.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data, as defined herein to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Security of Customer Data. In storing, handling, transmitting, and/or accessing Data, Flock shall incorporate a comprehensive set of data security protocols comprising a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with Applicable Laws, to protect Data at rest, Data in use, and Data in transit, and that, at minimum: (i) control access to Data; (ii) include regular audits, including threat assessments, to evaluate susceptibility to unauthorized access; (iii) provide regular maintenance and updating to ensure current cyber threats are identified and proactive defensive measures are undertaken; (iv) meet all current rules, regulations, policies, and standards of the Criminal Justice Information Services, Division of the Federal Bureau of Investigation (CJIS), including ensuring that persons having access to Data are free of criminal history or any other security threat that would otherwise disqualify any such person from accessing confidential

criminal justice information under current rules, regulations, policies, and standards of the CJIS; and (v) provide for the physical and environmental protection of all Data.

In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of Data, or the physical, technical, administrative, or organizational safeguards put in place by Flock that relate to the protection of the security, confidentiality, or integrity of that Data, Flock shall, as applicable: (a) notify Customer and LASD as soon as practicable or as required by Applicable Laws, but no later than forty-eight (48) hours of becoming aware of such occurrence; (b) cooperate with Customer and LASD in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with Applicable Laws; (c) in the case of personally identifiable information, provide all notifications to individuals required by Applicable Laws; (d) perform or take any other actions required to comply with Applicable Law as a result of the occurrence; and (e) provide to Customer a detailed plan within ten (10) calendar days of the occurrence describing the measures Flock will undertake to prevent a future occurrence.

To the maximum extent permitted by law, Flock shall indemnify, defend and pay reasonable attorneys' fees and costs, and hold Customer and the County of Los Angeles, and Customer's and County's elected officials, officers, employees, and agents free and harmless, with respect to any and all claims and liabilities to the extent arising out of, related to, or incurred in connection with any unauthorized access to or theft of Data, including any and all related bank charges in the case of identity theft; provided, however, that Flock's liability for "cyber theft" shall not exceed the limits of Flock's cyber liability policy required herein. All cloud-based storage shall comply with ISO/IEC 27001 - 27018, as applicable, or successor standards thereto, and shall be provided solely within the continental United States and on computing and data storage devices residing therein, and all such locations shall be disclosed to Customer promptly upon request. Cloud based storage using Amazon Web Services (AWS) or Microsoft Azure, shall be deemed to satisfy the foregoing requirements.

Customer and LASD shall have full and complete access to, and ability to download, any Data 24 hours per day, 7 days per week, except during authorized periods of maintenance by Flock or

during a Service Suspension not due to the fault of Customer. Customer or LASD may at any time, provide Flock with a written “litigation hold” notice, therein requiring Flock to isolate and maintain any Data that Flock has access to and that becomes relevant to any criminal or civil action or discovery process involving Customer or LASD.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer or any to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. For avoidance of doubt, all Customer Data and Customer Generated Data is Proprietary Information. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, judicial or governmental order, or the California Public Records Act provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order or disclosure. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the

Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, and in compliance with all Applicable laws, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a court order, subpoena, or Applicable Laws, legal process, enforce this Agreement, or detect, prevent or otherwise address an actual security breach, crime of fraud, or emergency situations where there is an actual threat to public health or safety.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date

of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer shall use reasonable efforts contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim, except a claim that any Flock Hardware installed by Flock is not properly functioning. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. Unless sooner terminated as provided herein, the initial term of this Agreement shall be the period of time set forth on the Order Form (the "**Term**"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set

forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 4, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software to perform as represented by Flock or as described in any applicable documentation (a “*Defect*”), Customer shall utilize reasonable efforts to notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware. However, annual fees paid hereunder shall be reduced in proportion to the reduced functionality resulting from the reduction in Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Service Level Guarantee. Flock understands and agrees that Customer is a public entity and that the Services are paid for with public funds. Therefore, in order to ensure accountability to the public and that the public is receiving the level of performance of online services for which public funds are being paid (“Guaranteed Service Levels”), Flock agrees that, unless otherwise agreed upon in writing, “Uptime Availability” of the Web Interface shall be not less than 99% over any calendar month period based on the following formula: “Scheduled Uptime” = the total minutes in the reporting month, minus the total minutes consumed by scheduled downtime for

maintenance or documented force majeure events. “Actual Uptime” means the total minutes in the reporting month that the Web Interface was actually available to Customer and Authorized End Users for normal use. “Uptime Availability” = (Actual Uptime/Scheduled Uptime) x 100. Failure to maintain the Guaranteed Service Levels for any two consecutive month period shall constitute a material breach of this Agreement.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE LAW OF THE STATE OF CALIFORNIA.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions not caused by a party hereto, Notwithstanding the foregoing, nothing herein shall require Customer to pay for Services made unavailable by any force majeure.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED

THERE TO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS. THIS SECTION 9.1 SHALL NOT APPLY TO, AND NOTHING IN THIS SECTION 9.1 SHALL LIMIT, FLOCK'S LIABILITY ARISING OUT OF ANY INDEMNITY OR INSURANCE PROVISION OR OBLIGATION HEREIN.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, stop notices, costs (including defense) and expenses, on account of: (i) any alleged or actual infringement of any intellectual property or proprietary right, any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement or related to the Flock Services; or (ii) any damage, injury, or death to any person or any damage to property to the

extent directly caused by Flock's installation of Flock Hardware by Flock, or any of Flock's employees, agents, or contractors, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Should Customer or any Authorized End User be prevented from using the Flock Services or any of the Flock Hardware as a result of any such infringement claim or violation, at Flock's expense, Flock shall (i) obtain all rights for Customer and Authorized End Users to utilize the Services and/or Flock Hardware; (ii) provide alternate services or hardware providing substantially the same functionality; or (iii) refund all amounts prepaid to Flock, remove all Flock Hardware, and restore each Flock Hardware site to its original condition, reasonable wear and tear excepted.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware, unless otherwise necessary in order to protect the public health or safety, or to safeguard Flock Hardware until retrieval by Flock. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services for not less than sixty (60) days after receipt of written demand by Flock, Flock may remove Flock Hardware at Flock's discretion and Flock shall restore all Customer property to substantially its original condition, wear and tear excepted. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the

event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer. Customer may also reject any location proposed by Flock, without penalty. Customer hereby grants Flock a right of entry in and onto Customer's property to perform Installation Services. Flock understands and agrees that, since LASD shall be the operator of the Flock Equipment and shall have exclusive possession and control over the Footage, Customer will assist Flock as reasonably necessary to enable Flock to make any necessary physical, including electronic, connections to LASD facilities. Notwithstanding any other provision herein, Customer's obligation to commence payment of subscription fees shall not commence unless and until LASD is fully capable of receiving the Footage.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>), Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement, and in compliance with All Applicable Laws including, but not limited to, the current California Building Code and California Electrical Code. Upon termination or expiration of this Agreement Flock Hardware shall be removed and, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or

third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with All Applicable Laws including all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). If applicable, Flock shall comply with all California Labor Code requirements related to "public works" projects.

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. Customer shall not be bound by the terms of any "click-through" end user license or similar online agreement unless provided to and approved in writing in advance by Customer. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither

contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California. The Parties hereto agree that venue would be proper in the Superior Court for the County of Los Angeles , California, or the U.S. District Court for the Central District, State of California. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Provided Customer's written consent is first obtained, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and

according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

These Terms and Conditions are subject to change upon written agreement of the parties.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

The Parties have executed this Agreement as of the dates set forth below.

CITY OF MAYWOOD

FLOCK GROUP, Inc.

Jennifer Vasquez, City Manager

Date _____

Name _____

Title _____

Date _____

ATTEST:

Daisy Guerrero, Deputy City Clerk

APPROVED AS TO FORM

Roxanne Diaz, City Attorney

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT A
ORDER FORM

Flock Safety + CA - City of Maywood

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Evan Sandler
evan.sandler@flocksafety.com
+19493552100



EXHIBIT A
ORDER FORM

Customer: CA - City of Maywood
Legal Entity Name: CA - City of Maywood
Accounts Payable Email: daisy.guerrero@cityofmaywood.org
Address: 4319 E Slauson Ave Maywood, California 90270

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$12,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	3	\$450.00

Subtotal Year 1: \$13,100.00
Annual Recurring Subtotal: \$12,000.00
Estimated Tax: \$0.00
Contract Total: \$61,100.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$13,100.00
Annual Recurring after Year 1	\$12,000.00
Contract Total	\$61,100.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - City of Maywood

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage. The commercial general, umbrella or excess liability and the automobile liability policies shall contain an endorsement naming City of Maywood and the County of Los Angeles, and their elected and appointed officials, officers, employees and agents as additional insureds. The insurance policies required herein shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City shall be in excess of Contractor's insurance and shall not contribute with it. In addition, Flock hereby waives all rights of subrogation against City.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

EXHIBIT C

CUSTOMER IMPLEMENTATION GUIDE

WILL BE PROVIDED UPON APPROVAL

OF THE AGREEMENT

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 17.

DATE: February 26, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES SUPERVISOR

SUBJECT: CONSIDERATION OF APPROVING RECREATION PROGRAMMING FOR MAYWOOD RESIDENTS AT THE SOUTHEAST RIO VISTA YMCA (YMCA), IN THE AMOUNT OF \$76,380

RECOMMENDATION:

Staff recommends that the City Council consider approval of the proposed programming in an amount of \$76,380 for Maywood residents at the YMCA.

BACKGROUND:

On February 28, 2024, the City City Council approved financial assistance for Maywood residents to access swim lessons, open swim opportunities, water aerobics, youth sports, summer day camp and summer family camp. The budget for the spring and summer programming totaled \$88,814.

The following provides a summary of the budget allocated, and the actual funds expended for the spring and summer 2024 programming:

Program	Allocated	Actual
Swim Lesson Sessions (Saturdays) April-October \$60 per participant	280 lessons x \$60 = \$16,800 40 participants each session/month	228 lessons x \$60 = \$13,680
Summer Day Camp \$89 per participant for 1 week \$109 per participant for 7 weeks <i>Note: Some campers did not register for the full 8-week program. Discount for 1 week (4th of July closed) at \$89 for that week.</i>	50 campers x 8 weeks = \$39,600 Total weeks per 50 campers = 400 weeks	35 campers registered for 1 week: Total weeks: 35 Rate: \$89 Cost: \$3,115 35 campers registered for 2 weeks: Total weeks: 70 Rate: \$109 Cost: \$7,630 41 campers registered for 6 weeks: Total weeks: 195 Rate: \$109 Cost: \$21,255 Total Cost: \$32,000
Family Summer Camp - \$645 per family	15 families x \$645 = \$9,675 2 busses = \$6,800	\$9,675 + \$6,800 = \$16,925
Water Aerobics: July -September 50 total staff hours worked Instructor Rate - \$20/hour (2hrs) AQ Clerk Rate - \$16.78/hour (2 hours) Lifeguard Rate - \$18/hour (2 hours)	\$20/hour x 50 total hours = \$1000 \$16.78/hour x 50 total hours = \$839 \$18/hour x 50 total hours = \$900 Total Cost - \$2,739	\$20/hour x 50total hours = \$1000 \$16.78/hour x 50 total hours = \$839 \$18/hour x 50 total hours = \$900 Total Cost - \$2,739

Youth Sports League (25 participants/sports) Dodgers Dreamteam Spring \$25 Dodgers Dreamteam Summers \$25 Jr. Clippers Basketball I & II \$80 Jr. Galaxy Soccer \$60	Dodgers Dreamteam Spring: \$25 x 25 = \$625 Dodgers Dreamteam Summer: \$25 x 25 = \$625 Jr. Clippers Basketball 1 & II: \$80 x 25 = \$2,000 Jr. Galaxy Soccer: \$60 x 25 = \$1,500 Total Cost - \$4,750	Dodgers Dreamteam Spring: \$25 x 7 = \$175 Dodgers Dreamteam Spring: \$25 x 20= \$500 Jr. Clippers Basketball 1 & II: \$80 x 15 = \$1200 Jr. Galaxy Soccer \$60 x 13 = \$780 Total Cost - \$2,655
Family Swim - April - September 2024	1000 passes x \$4 pass = \$4,000	992 passes sold x \$4 = \$3,968
	Total Cost - \$84,812	Total Cost - \$71,967

DISCUSSION:

In preparation for the upcoming spring/summer season, staff has worked with the YMCA to develop and create the following programming to be considered by the City Council:

Family Swim

Dates/Days/Hours	Number of Passes	Cost Per Participant	Total
April - September 2025 Monday- Friday 12:30-4:30 PM Saturdays 12:30 - 4:00 PM	900	\$4.00	900 x \$4 = \$3,600

Swim Lessons

Classes are offered for various age groups, including parent-and-child sessions for ages 6 to 36 months, youth swim lessons for ages 3 to 12, and teen and adult lessons for ages 13 and up.

Dates	Scholarships/Session	Cost Per Participant	Total
Session 1: March 8 – 29 Session 2: April 5 – 26 Session 3: May 3 – 31 Session 4: June 7 – 28 Session 5: July 5– 26 Session 6: August 2 – 30 Session 7: September 6 – 27 Session 8: October 4 – 25 Saturdays Only	30 scholarships/session 8 sessions	\$70 per participant	30 x \$70 = \$2,100 per session 8 x \$2,100 = \$16,800

Summer Day Camp

Summer Day Camp at the YMCA will be available Monday through Friday, 8:00 a.m. - 4:00 p.m. for children 5 - 12 years.

Dates	Number of Campers	Cost Per Camper	Total
June 16 - August 8, 2025 (8 week)	40 campers x 8 weeks = 320 weeks	1 week (Holiday) @ \$89/camper 7 weeks @ \$109/camper	40 campers x 1 week x \$89 = \$3,560 40 campers x 7 weeks x \$109 = \$30,520 Total Cost = \$34,080

Family Summer Camp

The price covers 2 nights, 4 meals and lodging. Transportation fees are not included. Two (2) buses have been budgeted to accommodate a maximum of 75 participants. If transportation by bus is not required, no charges will be applied to the City. Tentative dates will be the end of July or first weekend of August 2025 (Friday thru Sunday).

Number of Families	Cost Per Family	Cost for Charter Bus	Total
15 families	\$690 cost per family	Two(2) charter buses at \$3,400	\$690 x 15 = \$10,350

		each	\$3,400 x 2 = \$6,800 Total cost = \$17,150
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Sports Program

Age groups include 5-6, 7-8, 9-10, and 11-12 years old. To ensure Maywood residents without a YMCA membership can participate, the YMCA will reserve 25 spots in each league exclusively for them.

League	Cost Per Participant	Number of Participant	Total
Dodgers RBI Spring	\$25	25	\$25 x 25 = \$625
Dodgers RBI Summer	\$25	25	\$25 x 25 = \$625
LA Galaxy Soccer (Fall)	\$60	25	\$60 x 25 = \$1,500
Jr. Clippers Basketball (Fall)	\$80	25	\$80 x 25 = \$2,000
			Total for 100 participants = \$4,750

Water Aerobics

This year, the YMCA has decided to offer Water Aerobics as part of the summer programming at no cost to the City. The program will continue to run twice a week from July through September 2025.

Total Programming Cost- \$76,380

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Sufficient funds are available, with \$19,170 appropriately budgeted in the Local Fiscal Recovery Act Fund (273) for FY 2024-25. The remaining \$57,210 for FY 2025-26 will be allocated in the General Fund budget for that fiscal year.

Funds for Fiscal Year 2024-2025: \$19,170

Program	Total
Family Swim - April through June	3 months - 200 participants @ \$4 each = \$800
Swim Lessons - March through June	4 session @ \$2,100 per session = \$8,400
Summer Day Camp - June	40 campers for 2 weeks = \$8,720
Youth Sports League - March & June	Dodgers Dreamteam Program Spring & Summer = \$1,250

F.Y. 24-25 Impact: \$19,170	Current F.Y. Budget: 2024-2025
Fund Impacted:	Budget adjustment requested: n/a
Source of funds:	Updated Account Budget: \$0
Account Number:	For fiscal year: 24/25

Funds used for Fiscal Year 2025-2026: \$57,210

Program	Total
Family Swim - July through September	3 months - 700 participants @ \$4 each = \$2,800
Swim Lessons - July through October	4 session @ \$2,100 per session = \$8,400
Summer Day Camp July and August	40 campers for 5 weeks = \$21,800 40 campers for 1 week @ \$89 = \$3,560

Family Summer Camp - August	15 families plus 2 buses = \$17,150
Sports Program - September & October	Soccer Fall & Basketball = \$3,500

F.Y. 25-26 Impact: \$57,210	Current F.Y. Budget: 2025-2026
Fund Impacted:	Budget adjustment requested: n/a
Source of funds:	Updated Account Budget: \$0
Account Number: 611	For fiscal year: 2025/2026

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 18.

DATE: February 26, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

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

SUBJECT: FISCAL YEAR 2024-2025 MID-YEAR BUDGET REPORT AND CONSIDERATION TO APPROVE RESOLUTION NO. 6404 TO AMEND THE FISCAL YEAR 2024-2025 BUDGET

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive, discuss, and file the fiscal year (FY) 2024-2025 Mid-Year Budget Report.
2. Approve the following appropriations adjustments for the fiscal year 2024-2025:
 - a) General Fund (100) Total Revenues increased by \$209,935;
 - b) General Fund (100) Total Expenditures decreased by (\$444,557); and
 - c) Net Transfers In/Out from Local Fiscal Recovery Fund 273 to General Fund 100 is \$1,058,136.

BACKGROUND:

The Mid-Year Budget Review Report provides an assessment of the City's budget condition in the current fiscal year as compared to the FY 2024-2025 actual performance during the first six months of FY 2024-2025. Projections are determined by historical trends, revenue received in the current year, anticipated business growth, as well as consulting with experts. For reporting and budget review purposes, the City's General Fund comprises three funds: General Fund (100), Local Fiscal Recovery Fund (273) and Pension Retirees Fund (711).

DISCUSSION:

General Fund (100)

On June 26, 2024, the City adopted the FY2024-2025 General Fund Budget. Revenues were budgeted at \$13.19 million, and expenditures were budgeted at \$12.81 million. At mid-year, the revenues are projected to be \$13.4 million, and the expected expenditures are \$12.36 million excluding the Net Transfers In/Out between General Fund 100 and Local Fiscal Recovery Fund 273 of \$1,058,136. Overall, the mid-year General Fund net revenues over expenditures before Transfers-In from the Local Fiscal Recovery Fund is \$1.04 million. The estimated Fund Balance at 6/30/25 including the Transfers-In is \$15.35 million.

General Fund 100 Projection Summary & Estimated Fund Balance

General Fund 100	FY 2024-25 Adopted	Increases/(Decreases)	FY 2024-25 End of Year Projection
Estimated Begin Fund Balance at 7/1/2024			\$13,249,650
Revenues	\$13,194,145	\$209,935	\$13,404,080
Expenditures	12,805,707	(444,557)	12,361,150
Surplus/(Deficit)	388,438	654,492	1,042,930
Transfers-In (from Local Fiscal Recovery Fund 273)*	-	1,058,136	1,058,136
Estimated Ending Fund Balance at 6/30/25	\$388,438	\$1,712,628	\$15,350,716

Local Fiscal Recovery Fund (273)

The City received a one-time allocation from the American Rescue Plan Act (ARPA) of \$6,452,515 in Fiscal Year 2022. Each year, the City has drawn down from the funds to support various budgeted projects and programming. The estimated beginning fund balance on 7/1/2024 is \$2.89 million. For Fiscal Year 2024-25, budgeted expenditures were \$1.75 million at adoption and were revised at mid-year to \$1.83 million. After including the Net Transfers-Out of \$1.06 million, the Fund Balance estimated at 6/30/25 is zero.

Local Fiscal Recovery Fund 273 Projection Summary & Estimated Fund Balance

Local Fiscal Recovery Fund (273)	FY 2024-25 Adoption	Increases/(Decreases)	FY 2024-25 End of Year Projection
Estimated Begin Fund Balance at 7/1/24			\$ 2,885,916
Revenues	-	-	-
Expenditures	\$ 1,745,636	\$82,144	\$1,827,780
Transfers Out-(to General Fund 100)*			1,058,136
Surplus/(Deficit)	(1,745,636)	(82,144)	(2,885,916)
Estimated Fund Balance at 6/30/25	\$-	\$-	\$-

*-The City follows the US Federal Treasury for State and Local Fiscal Recovery requirement. On April 22, 2024, the final interim ruling was issued, and the City is in full compliance with the reporting standard after making the necessary adjustments.

Pension Retirees Fund (711)

Pension Retirees Fund (711) estimated fund balance on 7/1/2024 is \$703,769. There were no adjustments during the mid-year budget review. The estimated fund balance on 6/30/25 is \$540,334.

Pension Retirees Fund 711 Projection Summary & Estimated Fund Balance

	FY 2024-25 Adopted	Increases/(Decreases)	FY 2024-25 End of Year Projection
Estimated Begin Fund Balance at 7/1/24			\$703,769
Revenues	\$1,300,000	\$-	\$1,300,000
Expenditures	1,463,435	-	1,463,435
Surplus/(Deficit)	(163,435)	-	(163,435)
Estimated Ending Fund Balance at 6/30/25	\$-	\$-	\$540,334

Revenues:

General Fund (100)

The General Fund (100) is the City's primary fund with taxes and major user fees funding basic public services. General Fund revenues are categorized into six (6) types: Taxes, License and Permits, Charges for Services, Fines and Forfeitures, Miscellaneous Revenues and Transfers. The detailed increases/(decreases) of the General Fund (100), Local Fiscal Recovery Fund (273), and Pension Retirees Fund (711) are described as follows:

General Fund (100)	FY 2023-24 Actuals (Unaudited)	FY 2024-25 Adopted	FY 2024-25 Increases/ (Decreases)	FY 2024-25 Projected Budget	Mid-Year FY 2024-25 (Actual As of 12/31/24)
Taxes	\$6,817,842	\$6,680,223	(\$130,458)	\$6,549,770	\$1,665,163
Licenses & Permits	4,210,547	4,303,257	42,783	4,346,040	216,529
Charges for Services	556,839	458,560	103,000	561,560	164,442
Fines and Forfeitures	772,866	646,000	34,000	680,000	280,506
Miscellaneous Revenue	816,817	610,400	160,600	771,000	275,366
Transfers-In	53,072	495,705	-	495,705	-
Total General Fund Revenue	13,227,983	13,194,145	209,935	13,404,080	2,602,006
Transfers-In (from Local Fiscal Recovery Fund 273)	2,836,032	-	2,559,620	2,559,620	2,559,620
General Fund Revenue & Transfers-In (LFRF)273	\$16,064,015	\$13,194,145	\$2,769,555	\$15,963,700	\$5,161,626
Local Fiscal Recovery Fund (LFRF) (273)					
Revenues:					
Transfers In-General Fund (100)	\$-	\$-	\$1,501,484	\$1,501,484	\$-
Pension Retirees Fund (711)					
Revenues:					
Pension Tax Levy	\$1,355,621	\$1,300,000	\$-	\$1,300,000	\$196,892
Combined General Fund Revenue (100,273 & 711)	\$17,419,636	\$14,494,145	\$4,271,039	\$18,765,184	\$5,358,518

Tax Revenues

The City's largest revenue source is taxes. Revenue from this source is expected to decrease by (\$130,453) due mainly to a decrease of (\$179,000) in Sales & Use Tax and Cannabis Sales Tax of (\$100,000). This decrease is offset by an increase in Utility Users Tax which is expected to be \$150,000 higher than budgeted amount.

Licenses and Permits

Licenses and Permits are projected to be \$42,783 higher as compared to the budgeted amount. This is primarily due to small increases expected from business license tax and vehicle license fee excess of \$28,220 and from various permits, totaling \$14,570.

Charges for Services

Charges for Services are expected to increase by \$103,000 due to an increase from Collector fee of \$40,000 and Plan Check fees of \$12,000, which were conservatively estimated at budget adoption. In addition, the City is expected to receive approximately \$50,000 from the rental registry. This is the first year where this fee is being imposed, and it is likely the City will not see the full amount collected as property owners are still being educated on this requirement and staff has limited capacity for enforcement at this time. This fee is related to the City's rent stabilization ordinance.

Fines and Forfeitures

Fines and Forfeitures increased by \$34,000, the following categories have increased: \$6,000 in Apartment & Business License penalties, \$18,000 in parking citations and \$10,000 in Court collections.

Miscellaneous Revenues

Miscellaneous revenue, including interest income, donations, and other reimbursements increased by \$160,600. The largest increase is in interest income from the City's investment in the Local Agency Investment Fund (LAIF). The account has an increase of \$95,000. Refunds & Reimbursements increased by \$40,000 and donations increased by \$25,000 due to the City receiving various donations for the State of the City and additional donations for the Centennial Celebration.

Transfers

The transfers were made to comply with the US Federal Treasury Local Fiscal Recovery requirement.

Expenditure:

General Fund (100)

At mid-year, General Fund (100) total expenditures before Transfers-Out to Local Fiscal Recovery Fund 273 are projected at \$12.36 million, which is \$444,557 lower than the budgeted amount of \$12.81 million. Below are explanations of the major increases/(decreases) by Department.

General Fund (100)	FY 2023-24 Actual Expenditures	FY 2024-25 Budget	FY 2024-25 Increases/ (Decreases)	FY 2024-25 Projected Budget	FY 2024-25 Expenditures as of 12/31/24
Personnel Costs	\$1,931,806	\$2,216,978	(\$139,758)	\$2,077,220	\$977,303
Non-Personnel & CIPs Costs					
City Council	\$23,090	\$55,900	(\$19,900)	\$36,000	\$19,300
City Administration	115,675	152,000	34,500	186,500	81,008
City Clerk	44,792	151,770	(26,220)	125,550	24,741
Finance	191,475	144,900	(2,200)	142,700	61,333
Human Resources	493,898	769,400	(32,900)	736,500	557,734
Community Services	112,786	268,800	49,320	318,120	240,571
General Government	7,100,466	8,056,184	(695,644)	7360,540	3,708,047
Building & Planning	337,954	345,035	119,965	464,500	144,463
Public Works	1,665,104	644,740	268,280	913,020	280,500
		\$10,588,729	(\$304,799)	\$10,283,930	\$5,117,697
Total Non-Personnel & CIPs Costs	\$10,085,240				
	\$12,017,046	\$12,805,707	(\$444,557)	\$12,361,150	\$6,095,000
Total Personnel, Non-Personnel, & CIPs Costs					
Transfers-Out (to Local Fiscal Recovery Fund 273)	\$-	\$-	\$1,501,484	\$1,501,484	\$-
Total General Fund Expenditures	\$12,017,046	\$12,805,707	\$1,056,927	\$13,862,634	\$6,095,000

General Fund (100) Personnel Services Cost

Total Personnel Services expenditures have decreased by (\$139,758), primarily due to cost savings from vacant positions. Currently, there are five vacancies: Director of Building & Planning, Assistant Planner, Administrative Assistant, Code Compliance Officer, and Housing staff. As part of our commitment to maintaining excellence within the Public Works Department, we are addressing operational needs and leadership capacity by budgeting for a Public Works Lead position. This adjustment is driven by turnover and the evolving needs of the Department. To support this, our mid-year budget includes a total salary increase of \$22,700 for the Lead position, allocated as follows: \$2,300 to the Public Works General Fund, \$13,500 to the Gas Tax Fund, and \$6,900 to Measure M. This increase is factored into the overall personnel cost savings of (\$139,758).

General Fund (100) Non-Personnel Services Cost

Total General Fund (100) Non-Personnel costs were down by (\$304,799) before transfers-out to Local Fiscal Recovery Fund.

- City Administration Department increased by \$34,500 due to expected Animal Control Services with the County. Based on the actual expenditures incurred through January 31, 2025, the increase is expected to be \$50,000 higher than budgeted amount of \$123,000.
- City Clerk division anticipates a decrease of (\$26,220) due to savings from election services.
- Human Resources Division is expected to decrease by (\$32,900). This decrease is mainly due to a decrease of \$60,000 from Public Liability Insurance. This is despite an increase in legal services of \$35,000.
- Community Services Division is expected to increase by \$49,320. Community Events costs increased by \$50,300. This budget includes various events that the City sponsors for the community, including the City's Centennial Celebration.
- General Government Division decreased by (\$695,644). The Los Angeles County Sheriff's contract was overestimated by \$683,036 due to lack of clarity on the contract's estimated calculation.
- The Building & Planning Department increased by \$119,965. Temporary services are added to the mid-year budget of \$127,000 to fill the vacancies for the Director of Building & Planning and Assistant Planner

positions.

- Public Works Department increased by \$268,280. Contractual services were up by \$202,500 due to the City reclassifying the Successor's Agency's property demolition of \$136,160 and \$54,000 for real estate project management disposition services. The City included both the demolition and the project management disposition services costs in the ROPS FY25-26 and is waiting for approval from the Department of Finance. If this is approved these expenditures will be transferred back to the Successor Agency. In addition, Street Lighting Maintenance was increased by \$62,000 for the City's portion of the maintenance effort required by the State of California.

Local Fiscal Recovery Fund (273)

At mid-year, total expenditure increased by \$82,144 due to an increase in the window replacement project. After requesting for proposals twice, staff needed to recommend an increase of \$60,000 for the project. In addition, the City is required to provide a match of \$22,940 for the Climate Action, Adaptation, and Resilience Plan. This amount was originally budgeted in the General Fund, but after staff's review of all appropriations approved after the initial budget was adopted it was found that the City Council at the 8/28/24 Council Meeting had approved the match to be funded by the Local Fiscal Recovery Fund.

Local Fiscal Recovery Fund (273)	FY 2023-24 Actual Expenditures	FY 2024-25 Budget	FY 2024-25 Increase/ (Decreases)	FY 2024-25 Projected Budget	FY 2024-25 Expenditures as of 12/31/24
Personnel Cost	\$70,300	\$111,217	\$3	\$111,220	\$50,353
Non-Personnel Cost	418,281	1,634,419	82,141	1,716,560	301,550
Total Local Fiscal Recovery Fund Expenditures	488,581	-	82,144	1,827,780	351,903
Transfers-Out (to General Fund)	2,836,032	1,745,636	2,559,620	2,559,620	2,559,621
Total Expenditures including Transfers-Out	\$3,324,613	\$1,745,636	\$2,641,765	\$4,387,400	\$2,911,524

Pension Retirees Fund (711)

The City budgeted \$1,463,435 for payment to the Pension Obligation Bonds 2021 debt and the Calpers unfunded liabilities. There is no adjustment at mid-year.

Pension Retirees Fund (711)	FY 2023-24 Actual Expenditures	FY 2024-25 Budget	FY 2024-25 Increases/ (Decreases)	FY 2024-25 Projected Budget	FY 2024-25 Expenditures as of 12/31/24
Expenditures	\$1,020,218	\$1,463,435	\$-	\$1,463,435	\$710,950

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The General Fund (100) surplus at the end of the year is estimated to be \$1,042,930. The estimated combined General Funds (100, 273 & 711) ending fund balance at 6/30/25 is \$15,891,050.

ATTACHMENT(S)

1. Resolution No. 6404 Mid-Year Budget Amendments
2. Attachment 1 Combined General Funds Revenue Mid-Year 2425
3. Attachment 2 Combined General Funds Expenditures Mid-Year 2425

RESOLUTION NO. 6404

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MAYWOOD, CALIFORNIA,
AMENDING THE FISCAL YEAR 2024-2025
BUDGET**

WHEREAS, the City Council adopted the Fiscal Year 2024-2025 budget on June 26, 2024, for the General Fund via Resolution No. 6359; and

WHEREAS, the midyear analysis of Fiscal Year 2024-2025 has been performed and staff recommends additional expenditure appropriations based upon the mid-point of the Fiscal Year; and

WHEREAS, a Midyear analysis of FY2024-2025 has been performed and staff recommends Revenue Projections as follows: General Fund (100) of \$13,404,080; and Pension Retirees Fund (711) of \$1,300,000. (Attachment 1); and

WHEREAS, a Midyear analysis of FY2024-2025 has been performed and staff recommends Appropriations as follows: General Fund (100) of \$12,361,150; Local Fiscal Recovery Fund (273) of \$1,827,780; and Pension Retirees Fund (711) of \$1,463,435. (Attachment 2); and

WHEREAS, a Midyear analysis of FY2024-2025 has been performed and staff recommends A net Transfers-In/Out between the Local Fiscal Recovery Fund (273) and the General Fund (100) of \$1,058,136. (Attachment 1 & 2)

WHEREAS, the City Council has determined it necessary to amend the Fiscal Year 2024-2025 budget.

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

Section 1. The following amendments to the City's Fiscal Year 2024-2025 budget are hereby approved and staff is hereby directed to make the appropriate revisions to the City's Fiscal Year 2024-2025 budget; and

Section 2. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall attest to and certify the vote adopting this Resolution.

Section 3. The City Clerk shall certify the adoption of the resolution and shall cause a certified resolution to be filled in the book of original resolutions.

PASSED, APPROVED AND ADOPTED THIS 26th day of February 2025.

Mayra Aguiluz, Mayor

ATTEST:

APPROVED AS TO FORM:

Daisy Guerrero, Deputy City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Daisy Guerrero, Deputy Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No. 6404, 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 26th day of February 2025, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Daisy Guerrero, Deputy City Clerk

Attachment 1
FY 2024-25 Combined General Funds Revenue Summary

General Fund	FY 2023-24 Actual	FY 2024-25 Adopted	FY 2024-25 Increase/ Decrease	FY 2024-25 Projected Budget	Mid-Year FY 2024-25 (Actual As of 12/31/24)
Taxes:					
Property Taxes	\$ 233,642	\$ 274,022	\$ 23,438	\$ 297,460	\$ 127,420
Property Taxes-Successor Agency's Passthrough & Residual	467,590	438,400	\$ -	438,400	-
Sales & UseTax Revenue	2,383,481	2,335,201	\$ (178,901)	2,156,300	640,192
Transient Occupancy Tax	112,002	105,000	\$ (26,000)	79,000	23,634
Franchise Fee	258,100	260,000	\$ -	260,000	12,466
Proprty TaxTransfer Tax (Real Estate)	18,223	16,000	\$ 2,000	18,000	11,338
Prop 172: PublicSafety Sales Tax	99,906	101,600	\$ (990)	100,610	31,995
Utility Users Tax	1,515,226	1,400,000	\$ 150,000	1,550,000	623,749
Cannabis Sales Tax	1,729,672	1,750,000	\$ (100,000)	1,650,000	194,369
Taxes Total	\$ 6,817,842	\$ 6,680,223	\$ (130,453)	\$ 6,549,770	\$ 1,665,163
Licenses & Permits:					
Motor Vehicle License Fee (VLF)	\$ 3,540,038	\$ 3,639,513	\$ (3)	\$ 3,639,510	\$ -
Vehicle License Fee Excess-State	31,047	31,000	8,620	39,620	-
Business License Tax	263,742	240,000	16,000	256,000	22,311
SB1186 License Fee & Use for Construction	5,519	4,900	1,100	6,000	684
License Processing Fees	4,531	2,000	2,500	4,500	1,610
Public Works Permit Fees	114,605	150,000	-	150,000	71,809
Commercial Cannabis Renewal Fees	74,250	74,250	-	74,250	14,850
Fireworks Application Fee/Sales	194	194	(4)	190	-
Tobacco License/Garage Sale Permits/Conditional/Land Use Permit	6,042	6,800	-	6,800	1,650
Apartment License	20,542	20,000	2,000	22,000	1,055
Building Permits	58,930	50,000	5,000	55,000	37,816
Plumbing Prmits	5,094	4,500	1,500	6,000	3,597
Electrical Permits	7,259	5,500	1,500	7,000	3,903
Mechanical Permits	3,588	4,000	-	4,000	1,427
Misc Building Permits	9,076	7,000	2,000	9,000	5,619
Occupancy Permits	1,195	600	570	1,170	1,166
Parking Permits	64,895	63,000	2,000	65,000	49,032
Licenses and Permits Total	\$ 4,210,547	\$ 4,303,257	\$ 42,783	\$ 4,346,040	\$ 216,529
Charges for Services:					
Collector Fee (Waste Mgmnt fee)	\$ 388,460	\$ 310,000	\$ 40,000	\$ 350,000	\$ 92,667
Pre-Sale Property Report Fee	1,980	1,800	400	2,200	1,650
Construction & Demolition Waste admin Fee	845	750	-	750	390
Leased Property Income	59,006	61,400	-	61,400	27,532
Vending Machine Revenue	315	300	-	300	-
Assessment (Waste Mgmnt)	1,372	-	-	-	-
Rents & Concessions	23,814	23,800	600	24,400	11,913
Copies, Maps, Gen, Plan,etc	7	10	-	10	-
Plan Check Fees	78,975	58,000	12,000	70,000	30,290
Rental Registry Fee	-	-	50,000	50,000	-
Park & Rec Revenue	2,065	2,500	-	2,500	-
Charges for Services Total	\$ 556,839	\$ 458,560	\$ 103,000	\$ 561,560	\$ 164,442

Attachment 1
FY 2024-25 Combined General Funds Revenue Summary

General Fund	FY 2023-24 Actual	FY 2024-25 Adopted	FY 2024-25 Increase/ Decrease	FY 2024-25 Projected Budget	Mid-Year FY 2024-25 (Actual As of 12/31/24)
Fines and Forfeitures:					
Penalties: Apt & Bus License	\$ 19,706	\$ 9,000	\$ 6,000	\$ 15,000	\$ 4,541
Parking Citations	481,007	412,000	18,000	430,000	172,416
Administrative Citations	3,100	5,000	-	5,000	3,600
SEMC: Court Collections (DMV)	269,053	220,000	10,000	230,000	99,949
Fines and Forfeitures Total	\$ 772,866	\$ 646,000	\$ 34,000	\$ 680,000	\$ 280,506
Miscellaneous:					
Compliance Program	\$ 45,000	\$ 45,000	\$ -	\$ 45,000	\$ -
Interest Income	466,341	475,000	95,000	570,000	152,790
Miscellaneous Revenue	17,418	10,000	-	10,000	2,709
Refunds & Reimbursements	64,667	10,000	40,000	50,000	46,171
Credit Card Rebates	1,009	400	600	1,000	344
Good Corporate Citizen Prog	20,000	20,000	-	20,000	-
Donations	48,979	50,000	25,000	75,000	73,352
County Reimbursement	153,403	-	-		
Miscellaneous Revenue Total	\$ 816,817	\$ 610,400	\$ 160,600	\$ 771,000	\$ 275,366
Transfers In:					
Supplemental Law Enforcement Fund	-	450,000	-	450,000	-
Successor's Agency Fund 611	53,072	45,705	5	45,710	-
Transfers In Total	\$ 53,072	\$ 495,705	\$ 5	\$ 495,710	\$ -
Total General Fund Revenue	\$ 13,227,983	\$ 13,194,145	\$ 209,935	\$ 13,404,080	\$ 2,602,006
Transfers-In Local Fiscal Recovery Fund 273	2,836,032	-	2,559,620	2,559,620	2,559,620
Grand Total General Fund Revenues	\$ 16,064,015	\$ 13,194,145	\$ 2,769,555	\$ 15,963,700	\$ 5,161,626
Local Fiscal Recovery Fund (273)					
Transfers-In (from General Fund)	\$ -	\$ -	\$ 1,501,484	\$ 1,501,484	\$ -
Local Fiscal Recovery Fund Revenues Total	\$ -	\$ -	\$ 1,501,484	\$ 1,501,484	\$ -
Pension Retirees Fund (711)					
Retiree Pension Levy	\$ 1,355,621	\$ 1,300,000	\$ -	\$ 1,300,000	\$ 196,892
Retiree Pension Revenues Total	\$ 1,355,621	\$ 1,300,000	\$ -	\$ 1,300,000	\$ 196,892
Combined General Funds Revenues (100, 273 & 711)	\$ 17,419,636	\$ 14,494,145	\$ 4,271,039	\$ 18,765,184	\$ 5,358,518

Attachment 2

FY 2024-2025 Combined General Funds Appropriations Summary

	2023-24	2024-25	2024-25	2024-25	2024-25
	Actual Expenditures	Requested Budget	Increases/ (Decrease)	Projected Budget	Expenditures as of 12/31/24
General Fund 100					
Personnel Costs					
City Council	\$ 70,738	\$ 90,054	\$ (4)	\$ 90,050	\$ 34,884
City Administration	423,725	451,127	3	451,130	203,322
City clerk	25,838	68,191	(21,111)	47,080	13,763
Finance	433,392	550,321	(301)	550,020	259,057
Human Resources	282,955	311,201	(13,711)	297,490	136,506
Community Services	128,298	144,989	(899)	144,090	70,939
General Governmental	-	-	-	-	-
Building & Planning	521,113	555,200	(131,980)	423,220	227,335
Public Works	45,747	45,895	28,245	74,140	31,497
Total Personnel Cost	\$ 1,931,806	\$ 2,216,978	\$ (139,758)	\$ 2,077,220	\$ 977,303
Non Personnel and CIPs Costs					
City Council	\$ 23,090	\$ 55,900	\$ (19,900)	\$ 36,000	\$ 19,300
City Administration	115,675	152,000	34,500	186,500	81,008
City clerk	44,792	151,770	(26,220)	125,550	24,741
Finance	191,475	144,900	(2,200)	142,700	61,333
Human Resources	493,898	769,400	(32,900)	736,500	557,734
Community Services	112,786	268,800	49,320	318,120	240,570
General Governmental	7,100,466	8,056,184	(695,644)	7,360,540	3,708,047
Building & Planning	337,954	345,035	119,965	465,000	144,463
Public Works	1,665,104	644,740	268,280	913,020	280,500
Total Non Personnel and CIPs Costs	\$ 10,085,240	\$ 10,588,729	\$ (304,799)	\$ 10,283,930	\$ 5,117,696
Total Personnel & Non Personnel and CIPs Costs	\$ 12,017,046	\$ 12,805,707	\$ (444,557)	\$ 12,361,150	\$ 6,095,000
Transfers-Out (to LFRF 273)	\$ -	\$ -	\$ 1,501,484	\$ 1,501,484	\$ -
Grand Total General Fund-Expenditures including Transfers-Out	\$ 12,017,046	\$ 12,805,707	\$ 1,056,927	\$ 13,862,634	\$ 6,095,000

Local Fiscal Recovery Fund (LFRF)273					
Personnel cost	\$ 70,300	\$ 111,217	\$ 3	\$ 111,220	\$ 50,353
Non Personnel and CIPs Costs	\$ 418,281	\$ 1,634,419	\$ 82,141	\$ 1,716,560	\$ 301,550
Total Personnel & Non Personnel and CIPs Costs	\$ 488,581	\$ 1,745,636	\$ 82,144	\$ 1,827,780	\$ 351,903
Transfers-Out (General Fund 100)	\$ 2,836,032	\$ -	\$ 2,559,620	\$ 2,559,620	\$ 2,559,621
Grand Total Local Fiscal Recovery Fund Expenditures including Transfers-Out	\$ 3,324,613	\$ 1,745,636	\$ 2,641,764	\$ 4,387,400	\$ 2,911,524

Pension Retirees Fund 711					
Pension retirees expenditures	\$ 1,020,218	\$ 1,463,435	\$ -	\$ 1,463,435	\$ 710,950
Total Combined General Fund (100,273 & 711) Expenditures	\$ 16,361,877	\$ 16,014,778	\$ 3,698,691	\$ 19,713,469	\$ 9,717,474