



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

WEDNESDAY, APRIL 22, 2026 AT 6:00 PM

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

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Heber Marquez

CITY CLERK
Jennifer E. Vasquez

MAYOR PRO TEM
Jaime Flores

CITY TREASURER
Jennifer E. Vasquez

COUNCIL MEMBERS
Mayra Aguiluz
Eddie De La Riva
Frank Garcia

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/85882021265> AND VIA THE CITY'S FACEBOOK PAGE.

Public Participation Options:

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

2. **Before the Meeting:** Public comment will be accepted for the record in advance by 4:30 p.m. the day of the meeting by email to miguel.leon@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

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

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

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

VI. PRESENTATIONS

GATEWAY CITIES COUNCIL OF GOVERNMENTS PRESENTS MAYWOOD WITH THE 2025 GATEWAY CITIES ENERGY ACTION GOLD AWARD

CITY OF MAYWOOD 5K RUN/WALK LOGO CONTEST WINNER PRESENTATION

SELA CULTURAL CENTER PROJECT UPDATE

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

VII. CONSENT CALENDAR

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

1. MINUTES FOR THE MARCH 25, 2026, ADJOURNED CITY COUNCIL MEETING
2. CONSIDERATION OF ADOPTING RESOLUTION NO. 6456 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
3. MONTHLY CASH AND INVESTMENT REPORT MARCH 2026

4. REVENUE REPORT MARCH 2026
5. CONSIDERATION OF ADOPTING RESOLUTION NO. 6457 AUTHORIZING THE DESTRUCTION OF OBSOLETE CITY RECORDS
6. ACCEPTANCE OF 52ND STREET/ 52ND PLACE SEWER IMPROVEMENT PROJECT, CITY PROJECT NO. 6105 AND ALLOCATION OF THE REMAINING REIMBURSABLE FEDERAL EPA GRANT FUNDS, IN THE AMOUNT OF \$118,842.74
7. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR STRATEGIC PLANNING CONSULTING SERVICES
8. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS FOR PERMANENT LOCAL HOUSING ALLOCATION (PLHA) RESIDENTIAL REHABILITATION PROGRAM ADMINISTRATION SERVICES
9. CONSIDERATION OF INTRODUCTION AND FIRST READING OF ORDINANCE NO. 26-01, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AMENDING PENALTY PROVISIONS FOR VARIOUS VIOLATIONS OF THE MAYWOOD MUNICIPAL CODE
10. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO ONYX PAVING COMPANY, INC. FOR FY 25/26 PAVEMENT REHABILITATION PROGRAM IN THE AMOUNT OF \$2,968,000.00

VIII. DISCUSSION/ACTION ITEMS

11. CITY COUNCIL APPOINTMENT OF TWO MEMBERS TO THE MAYWOOD PLANNING COMMISSION
12. DISCUSSION REGARDING FUNDING OPTIONS FOR THE TEEN TECH CENTER PROJECT
13. PROVIDE INPUT ON CITY-INITIATED ZONING CODE TEXT AMENDMENT: PARKING FLEXIBILITY FOR LEGALLY NON-CONFORMING COMMERCIAL AND INDUSTRIAL PARCELS AND CONSIDERATION OF RESIDENTIAL PROTECTION MEASURES
14. DISCUSSION AND DIRECTION REGARDING THE NAME OF THE MAYWOOD CESAR CHAVEZ LIBRARY
15. CONSIDERATION OF APPROVING A FUNDING PARTNER ADDENDUM TO THE COMMUNITY PARTNER AGREEMENT WITH KABOOM! AND AUTHORIZATION

OF THE RELEASE OF A NOTICE INVITING BIDS FOR SITE PREPARATION
SERVICES FOR THE PIXLEY PARK PLAYSPACE PROJECT

16. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 6458 APPROVING A BUDGET APPROPRIATION FOR THE OPEN STREETS EVENT SCHEDULED FOR JUNE 20, 2026 IN THE AMOUNT OF \$58,550

IX. 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.

- X. ADJOURNMENT - (In Memory of Former Mayor and City Council Member, Mayor Thomas H. Engle) The next Study Session of the Maywood City Council is scheduled for May 27, 2026, at 5:00 p.m., with the Regular Meeting following 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) 562-5714 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.





City of Maywood / LASD

March Crime Statistics

Month-to-Month Change



	Feb'26	Mar'26	(Feb26-Mar26)
Crimes Against a Person			
Homicide	0	0	No Change
Sexual Assault	2	0	↓ -2
Aggravated Assault	5	3	↓ -2
Crimes Against Property			
Robbery (Armed)	0	1	↑ 1
Robbery (Other)	4	0	↓ -4
Burglary (Residential)	0	0	No Change
Burglary (Other)	3	2	↓ -1
Grand Theft	8	13	↑ 5
Theft from Vehicle	1	2	↑ 1
Petty Theft	3	3	No Change
Auto Theft	4	7	↑ 3
Arson	0	1	↑ 1



City of Maywood / LASD

March Crime Statistics

Year-to-Year Change



	Mar' 25	Mar'26	(Mar25-Mar26)
Crimes Against a Person			
Homicide	0	0	No Change
Sexual Assault	4	0	↓ -4
Aggravated Assault	1	3	↑ 2
Crimes Against Property			
Robbery (Armed)	0	1	↑ 1
Robbery (Other)	4	0	↓ -4
Burglary (Residential)	0	0	No Change
Burglary (Other)	4	2	↓ -2
Grand Theft	9	13	↑ 4
Theft from Vehicle	5	2	↓ -3
Petty Theft	8	3	↓ -5
Auto Theft	8	7	↓ -1
Arson	1	1	No Change

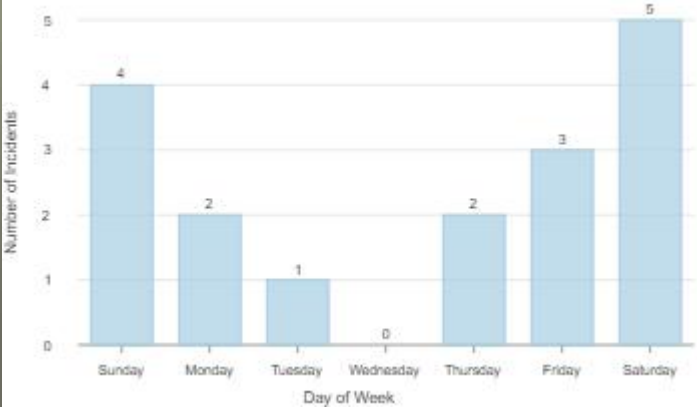
City of Maywood Crime Trend

Source: LARCIS Master Query
04/08/2026

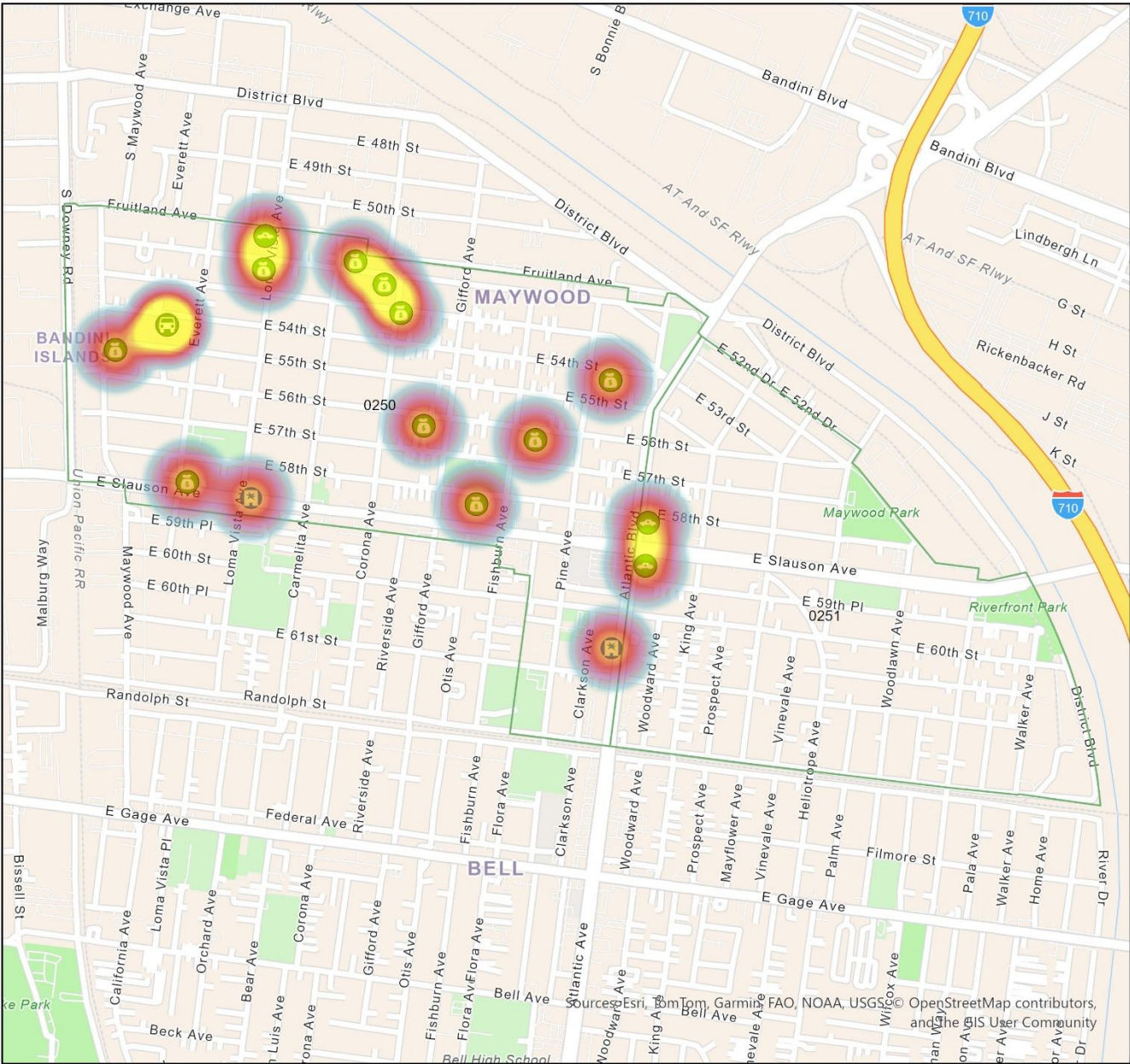
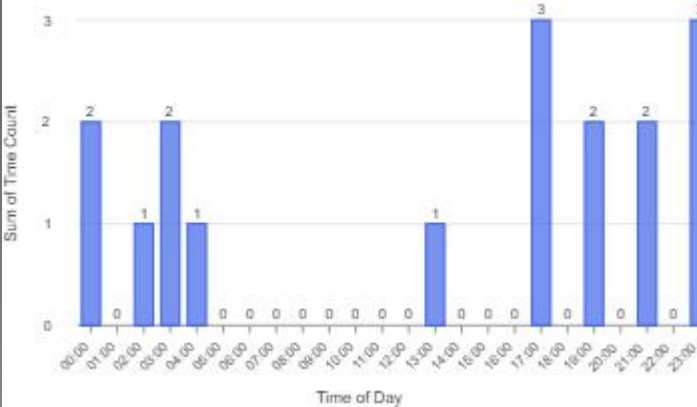
City of Maywood Crime Trends in the categories of:
Robbery (Weapon and Strong-Arm), Burglary (Commercial), Grand Theft, GTA, Vehicle Burglary, Petty Theft, and Sex Felony.

Most Freq. RDs: RD 0250 - 15, RD 0251 - 2.

Day of Week Count



Time of Day Count



Los Angeles
Sheriff

East LA - City of Maywood
Crime Trend
03/01 - 03/15/2026

Legend

- BURGLARY, OTHER STRUCTURE
- GRAND THEFT VEHICLE (GTA)
- GRAND THEFT
- VEHICLE BURGLARY
- Sparse
- Dense

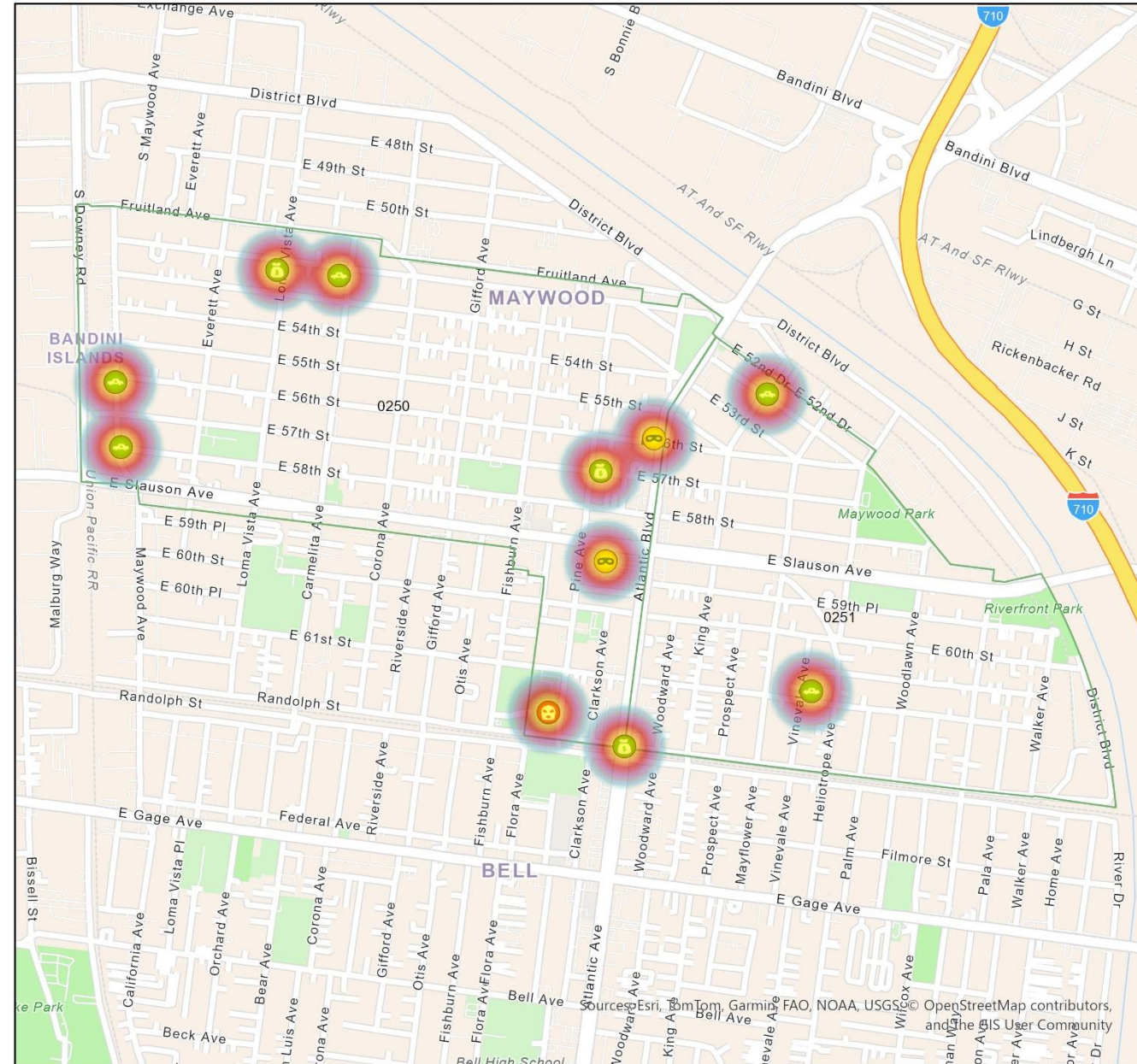
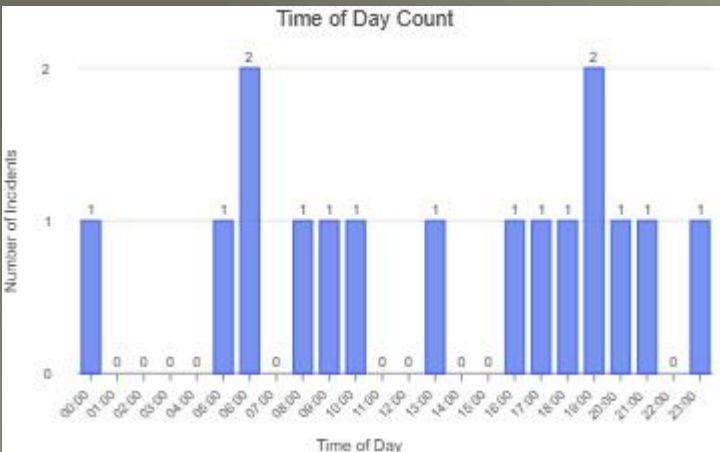


0 0.1 0.2
Miles

This agency is not responsible for the misinterpretation of this map and makes no inference or judgment as to the relative safety of particular areas. This map does not meet national map accuracy standards and should not be used for engineering purposes.

Source: LARCIS Master Query
04/08/2026

Most Freq. RDs: RD 0250 - 10, RD 0251 - 6.



This agency is not responsible for the misinterpretation of this map and makes no inference or judgment as to the relative safety of particular areas. This map does not meet national map accuracy standards and should not be used for engineering purposes.



MEETING MINUTES

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

WEDNESDAY, MARCH 25, 2026 AT 6:00 PM

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

I. CALL TO ORDER/ROLL CALL

The meeting was called to order at approximately 6:01 p.m. by Mayor Marquez.

Deputy City Clerk Leon performed roll call:

Councilmember Mayra Aguiluz (present)
Councilmember Frank Garcia (present)
Councilmember Eddie De La Riva (present)
Mayor Pro Tem Jaime Flores (present)
Mayor Heber Marquez (present)

II. CITY OFFICIALS

MAYOR
Heber Marquez

CITY CLERK
Jennifer E. Vasquez (present)

MAYOR PRO TEM
Jaime Flores

CITY TREASURER
Jennifer E. Vasquez (present)

COUNCIL MEMBERS
Mayra Aguiluz
Eddie De La Riva
Frank Garcia

CITY MANAGER
Jennifer E. Vasquez (present)

CITY ATTORNEY
Roxanne Diaz (present)

STAFF

Rimo Hanson, Finance Director (present)
Daisy Guerrero, Deputy Director of Building & Planning (present)
John Thorthon, Community Services Supervisor (present)

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

Comments were provided by members of the City Council and staff.

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

The following individuals provided public comments on agenda items:

1. David Perez

VI. **PRESENTATIONS**

CITY OF MAYWOOD YOUTH COMMISSION SURVEY " THE POWER OF YOUTH VOICES"

The presentation was provided by Eliud Gonzalez, Chair, Roy Hernandez, Vice Chair, and Community Services Supervisor John Thornton regarding the Maywood Youth Commission Survey.

LOS ANGELES COUNTY FIRE DEPARTMENT PROGRAMS AND SERVICES UPDATE
PRESENTATION BY ASSISTANT FIRE CHIEF PAUL STUMP

The presentation was provided by Assistant Fire Chief Paul Stump and Community Services Liaison Herlinda E. Chico regarding Fire Department programs and services.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

Special Assignment Deputy Peña provided a brief monthly presentation on the City's crime statistics and updates.

VII. PUBLIC HEARING

1. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 6452 TO ADOPT THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CLIMATE ACTION, ADAPTATION, AND RESILIENCE PLAN AND ADOPTION OF THE CLIMATE ACTION, ADAPTATION, AND RESILIENCE PLAN

Jeff Caton, P.E., LEED AP, of Environmental Science Associates (ESA), provided a presentation on the Climate Action, Adaptation, and Resilience Plan. Mayor Marquez opened the public hearing. One public comment was received from David Perez. City Council provided their comments. Mayor Marquez closed the public hearing.

MOTION: It was moved by **Mayor Marquez**, seconded by **Council Member De La Riva**, to adopt Resolution No. 6452 adopting the Initial Study and Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Climate Action, Adaptation, and Resilience Plan and adopting the Climate Action, Adaptation, and Resilience Plan.
Motion Passed [5-0].

AYES: Marquez, Flores, Aguiluz, De La Riva, Garcia.

2. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 6453 ACCEPTING AND ADOPTING THE URBAN FOREST MANAGEMENT PLAN AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINE 15061(B)(3)

Claire Robinson, Amigos de los Rios (ADLR), founder, and Sarah Pando, California Climate Action Corps Fellow, provided a presentation on the Urban Forest Management Plan. Mayor Marquez opened the public hearing.

The following individuals provided public comments:

1. Penelope
2. Gianella
3. Marlene
4. David Perez
5. Fatima Cardenas
6. Soad
7. Zuniga
8. Jacqueline
9. Fatima Gonzalez
10. Evangelina Quiroz
11. Elizabeth Vega
12. Aaliyah Ornelas

City Council provided their comments. Mayor Marquez closed the public hearing.

MOTION: It was moved by **Council Member De La Riva**, seconded by **Council Member Garcia**, to adopt Resolution No. 6453 accepting and adopting the Urban Forest Management Plan and making a finding of exemption under the California Environmental Quality Act (CEQA) Guideline 15061(b)(3).
Motion Passed [5-0].

AYES: Marquez, Flores, Aguiluz, De La Riva, Garcia.

3. PUBLIC HEARING, SECOND READING, AND ADOPTION OF ORDINANCE NO. 25-06, AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING CODE; THE 2025 CALIFORNIA RESIDENTIAL CODE; THE 2025 CALIFORNIA ELECTRICAL CODE; THE 2025 CALIFORNIA MECHANICAL CODE; THE 2025 CALIFORNIA PLUMBING CODE; THE 2025 CALIFORNIA ENERGY CODE; THE 2025 CALIFORNIA FIRE CODE; THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2025 CALIFORNIA HISTORICAL BUILDING CODE; THE 2025 CALIFORNIA EXISTING BUILDING CODE; THE 2025 CALIFORNIA REFERENCED STANDARDS CODE; THE 2025 CALIFORNIA ADMINISTRATIVE CODE; THE 1997 UNIFORM HOUSING CODE; THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, INCLUDING CERTAIN AMENDMENTS; AMENDING TITLE 8 OF THE MAYWOOD MUNICIPAL CODE; FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

City Attorney Diaz presented the report. Mayor Marquez opened the public hearing. One public comment was received from David Perez. City Council provided their comments. Mayor Marquez closed the public hearing.

MOTION: It was moved by **Council Member Garcia**, seconded by **Council Member De La Riva**, to adopt Ordinance No. 25-06 adopting by reference the 2025 California Building Standards Codes, related codes and amendments, amending Title 8 of the Maywood Municipal Code, and finding the action exempt from CEQA pursuant to Guidelines Section 15061(b)(3).
Motion Passed [5-0].

AYES: Marquez, Flores, Aguiluz, De La Riva, Garcia.

VIII. CONSENT CALENDAR

Item No. 9 was pulled from the Consent Calendar by Council Member De La Riva for discussion.

MOTION: It was moved by **Mayor Marquez**, seconded by **Council Member Garcia**, to adopt Consent Calendar Items 4 through 8 and item 10 through 14.
Motion Passed [5-0].

AYES: Marquez, Flores, Aguiluz, De La Riva, Garcia.

4. MINUTES FOR THE FEBRUARY 25, 2026, ADJOURNED CITY COUNCIL MEETING
5. CONSIDERATION OF ADOPTING RESOLUTION NO. 6454 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
6. MONTHLY CASH AND INVESTMENT REPORT FEBRUARY 2026
7. REVENUE REPORT FEBRUARY 2026
8. AUTHORIZATION TO ADVERTISE AND APPROVAL OF REQUEST FOR PROPOSAL FOR THE CONSULTING SERVICES FOR THE PREPARATION OF A NEW COMPREHENSIVE ZONING CODE
9. CONSIDERATION OF AWARD FOR JANITORIAL SERVICES AGREEMENT FOR CITY PARKS AND CITY FACILITIES TO COASTAL BUILDING SERVICES FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$324,185 OVER THE THREE-YEAR INITIAL TERM AND APPROPRIATE \$7,701 FROM THE GENERAL FUND TO COVER THE SERVICES THROUGH THE REMAINDER OF THE FISCAL YEAR

Item No. 9 was pulled for discussion by Council Member De La Riva. City Council provided comments.

MOTION: It was moved by **Council Member Garcia**, seconded by **Mayor Pro Tem Flores**, to approve the award for janitorial services agreement for City parks and City facilities to Coastal Building Services for a total contract amount not-to-exceed \$324,185 over the three-year initial term and appropriate \$7,701 from the General Fund to cover the services through the remainder of the fiscal year.

Motion Passed [5-0].

AYES: Marquez, Flores, Aguiluz, De La Riva, Garcia.

10. AUTHORIZATION TO ADVERTISE AND APPROVAL OF REQUEST FOR PROPOSALS (RFP) FOR LANDSCAPE MAINTENANCE SERVICES FOR MAYWOOD PARK BASEBALL FIELD
11. CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO ST. ROSE OF LIMA SCHOOL LOCATED AT 4422 E. 60TH STREET FOR AN ANNUAL FUNDRAISER AND DIRECTION REGARDING CONDITIONS OF APPROVAL AS RECOMMENDED IN THE STAFF REPORT
12. CONSIDERATION OF APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AVANT-GARDE AND APPROPRIATION IN THE AMOUNT OF \$26,090

13. 2025 GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORTS
14. REQUEST TO ADOPT RESOLUTION NO. 6455 APPROVING THE ASSIGNMENT OF THE RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY AND CROWN CASTLE NG WEST, LLC, IN CONNECTION WITH ITS SALE TO A THIRD PARTY

IX. DISCUSSION/ACTION ITEMS

15. CONSIDERATION OF APPROVING RECREATION PROGRAMMING FOR MAYWOOD RESIDENTS AT THE SOUTHEAST RIO VISTA YMCA (YMCA), IN THE AMOUNT OF \$80,000 FOR FY 2026/2027

Prior to consideration of Item No. 15, **Mayor Pro Tem Flores** recused himself due to a potential conflict of interest and did not participate in the discussion or vote.

Community Services Supervisor John Thornton presented the report. City Council provided comments.

MOTION: It was moved by **Council Member Garcia**, seconded by **Council Member De La Riva**, to approve recreation programming for Maywood residents at the Southeast Rio Vista YMCA in the amount of \$80,000 for FY 2026/2027.

Motion Passed [4-0].

AYES: Marquez, Aguiluz, Garcia, De La Riva.

16. CONSIDERATION OF APPROVING THE ELECTRIC VEHICLE CHARGER CONCEPTUAL DESIGN AND PARTICIPATION IN SOUTHERN CALIFORNIA EDISON CHARGER READY PROGRAM

City Manager Vasquez presented the report. City Council provided comments.

MOTION: It was moved by **Council Member Aguiluz**, seconded by **Council Member Garcia**, to approve the Electric Vehicle Charger Conceptual Design and participation in the Southern California Edison Charger Ready Program. **Motion Passed [5-0].**

AYES: Marquez, Flores, Aguiluz, Garcia, De La Riva.

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

The following individuals provided public comments on non-agenda items:

1. David Perez
2. Ofelia Juarez
3. Garmain

4. Maria Ascencio
5. Edith Rodriguez
6. Amador Ceja
7. Mrs. Lemus
8. Edwin Carpio
9. Salma Franco

XI. ADJOURNMENT

The meeting adjourned at approximately 8:53 p.m. to the next Regular Meeting of the Maywood City Council, Wednesday, April 22, 2026, at 6:00 in the City Council Chambers.

Attest by: _____
Deputy City Clerk, Miguel Leon

Approved by: _____
Mayor, Heber Marquez

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 2.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6456 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 3/11/2026 through 4/9/2026 and adopt Resolution No. 6456 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 all disbursement documents to ensure that they meet the approval requirements and adequate support documentation.

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's adopted City Budget.

A1.1 Prepayment - 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.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total disbursements for Warrant Registers are \$498,563.34 for the period from 3/11/2026 to 4/9/2026. This amount consists of Warrant Registers of \$240,250.71, ACH registers of \$99,509.55 and Payroll Wire Transfers of \$158,803.08

ATTACHMENT(S)

1. Resolution No.6456 Approving the Warrants for Register 4.22.26
2. Exhibit A Summary Warrant Demand 4.22.26
3. Exhibit B Warrant Register Detail 4.22.2026

RESOLUTION NO. 6456

**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 \$498,563.34 are hereby
ratified:

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

PASSED, APPROVED AND ADOPTED THIS 22nd day of April 2026.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Miguel Leon, Deputy City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Miguel Leon, 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.6456, 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 22nd day of April, 2026, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Miguel Leon, Deputy City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, April 22, 2026

Accounts Payable

	Amount
Accounts Payable void warrants for payment: Checks No. 094579 (Print Error)	\$ -
Accounts Payable prepaid warrants for payment: Checks No. 094580 - 094645	240,250.71
Accounts Payable ACH warrants for payment: ACH No. 571 - 589	99,509.55
Sub-total	<u>\$ 339,760.26</u>

Payroll /Wire Transfer

03/26/26 Payroll Pay Period 3/8/2026 - 3/21/2026	\$ 79,390.07
04/09/26 Payroll Pay Period 3/22/2026 - 4/4/2026	79,413.01
Sub-total	<u>\$ 158,803.08</u>

Total Demands	<u><u>\$ 498,563.34</u></u>
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Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
094579	VOID	3/26/2026	N/A	0.00	Printing Error	N/A	N/A
094580	P	3/26/2026	ACC Business	833.58	Internet Svcs 2/11/26-3/10/26	General Fund	100
094581	P	3/26/2026	AT&T U-verse	107.00	CY Internet Svcs 3/19/26-4/18/26	General Fund	100
094582	P	3/26/2026	PC Inc.	690.00	Baseball Field Improv Proj - Final Retention 3/24/26	Grant Fund	261
094583	P	3/26/2026	PEAC Solutions	590.46	Copier Lease 2/28/26-3/29/26	General Fund	100
094584	P	3/26/2026	Quadient Finance USA Inc.	800.00	Postage Usage 2/11/26-3/11/26	General Fund	100
094585	P	3/26/2026	U.S. Bank Corporate Payment System	8,884.79	Cred Crd- 3/16/26 stmt	General Fund	100
094586	P	3/26/2026	UniFirst Corporation	90.34	Building Mat Svcs 3/12/26	General Fund	100
		3/26/2026	UniFirst Corporation	90.34	Building Mat Svcs 3/19/26	General Fund	100
094587	P	3/26/2026	Los Angeles County Clerk	3,068.75	Notice of Determination - CAARP Proj 3/25/26	General Fund	100
094588	P	4/6/2026	Abila	485.95	Main & Support Subscription Mar 2026	General Fund	100
094589	P	4/6/2026	Avant Garde, Inc.	642.75	52nd Street 52nd Place Sewer Impr Proj Jan 2026	Grant Fund	261
094590	P	4/6/2026	AFSCME District Council 36	1,163.87	AFSCME Dues - February 2026	General Fund	100
094591	P	4/6/2026	Amazon Capital Services	41.04	CH- Various Supplies 1/12/26	General Fund	100
		4/6/2026	Amazon Capital Services	57.42	CH- Various Supplies 1/29/26	General Fund	100
		4/6/2026	Amazon Capital Services	57.33	CS Dept - Measuring Wheel 3/24/26	General Fund	100
		4/6/2026	Amazon Capital Services	8.99	CS Dept - Recreation Supplies 3/28/26	General Fund	100
		4/6/2026	Amazon Capital Services	20.40	CS Dept- Recreation Supplies 3/18/26	General Fund	100
094592	P	4/6/2026	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	525.00	Enhanced Security Alignment 3/31/26	General Fund	100
		4/6/2026	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,975.00	Infrastructure Simplification 2/28/26	General Fund	100
094593	P	4/6/2026	Angelina Martinez	50.00	Planning Commissioner Stipend 3/17/26	General Fund	100
094594	P	4/6/2026	AT&T	31.90	Emergency Elevator Phone Svcs 2/10/26-3/9/26	General Fund	100
		4/6/2026	AT&T	31.91	Emergency Elevator Phone Svcs Mar 2026	General Fund	100
094595	P	4/6/2026	Base Hill Inc.	6,172.67	Janitorial Svcs Mar 2026	General Fund	100
094596	P	4/6/2026	Benefit Coordinators Corporation (BCC)	1,727.27	Dental & Vision Benefits April 2026	General Fund	100

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
		4/6/2026	Benefit Coordinators Corporation (BCC)	244.51	Dental & Vision Benefits April 2026	Gas Tax Fund	212
		4/6/2026	Benefit Coordinators Corporation (BCC)	14.15	Dental & Vision Benefits April 2026	Prop A Fund	221
		4/6/2026	Benefit Coordinators Corporation (BCC)	32.26	Dental & Vision Benefits April 2026	Prop C Fund	222
		4/6/2026	Benefit Coordinators Corporation (BCC)	23.65	Dental & Vision Benefits April 2026	Measure R Fund	224
		4/6/2026	Benefit Coordinators Corporation (BCC)	103.20	Dental & Vision Benefits April 2026	Measure M Fund	225
		4/6/2026	Benefit Coordinators Corporation (BCC)	19.12	Dental & Vision Benefits April 2026	CDBG	243
		4/6/2026	Benefit Coordinators Corporation (BCC)	6.45	Dental & Vision Benefits April 2026	Street Lighting Fund	251
		4/6/2026	Benefit Coordinators Corporation (BCC)	15.48	Dental & Vision Benefits April 2026	Permanent Local Housing Allocation	501
		4/6/2026	Benefit Coordinators Corporation (BCC)	20.91	Dental & Vision Benefits April 2026	Successor Agency Fund	611
094597	P	4/6/2026	Brent Talmo	1,005.00	Retiree Medical Reimb Apr2026	General Fund	100
094598	P	4/6/2026	Bruce Leflar	957.46	Retiree Medical Reimb Apr2026	General Fund	100
094599	P	4/6/2026	California Consulting Inc.	3,900.00	Grant Writing Svcs Mar 2026	General Fund	100
094600	P	4/6/2026	Certified Information Management	303.00	Secure Document Destruction Svcs 1/1/26	General Fund	100
094601	P	4/6/2026	Christine M. Locher	503.50	Retiree Medical Reimb Apr-2026	General Fund	100
094602	P	4/6/2026	Occupational Health Centers of CA	244.00	Pre-Employment Physical 2/24/26 - 2/25/26	General Fund	100
094603	P	4/6/2026	Crosstown Electrical & Data Inc.	75.50	Slauson Ave & Mayflower Ave (camera removal) 2/24/26	General Fund	100
		4/6/2026	Crosstown Electrical & Data Inc.	302.00	5910 Alamo St 2/2/26	Gas Tax Fund	212
		4/6/2026	Crosstown Electrical & Data Inc.	720.00	Atlantic Blvd & 55th St 2/27/26	Gas Tax Fund	212
		4/6/2026	Crosstown Electrical & Data Inc.	54.00	Atlantic Blvd & Randolph St 2/4/26	Gas Tax Fund	212
		4/6/2026	Crosstown Electrical & Data Inc.	1,077.67	Slauson Ave & Everett Ave 2/25/26	Gas Tax Fund	212
		4/6/2026	Crosstown Electrical & Data Inc.	755.00	Slauson Ave & Everett Ave 2/26/26	Gas Tax Fund	212
		4/6/2026	Crosstown Electrical & Data Inc.	197.93	Slauson Ave & Heliotrope Ave 2/11/26	Gas Tax Fund	212

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
		4/6/2026	Crosstown Electrical & Data Inc.	75.50	Slauson Ave & Heliotrope Ave 2/24/26	Gas Tax Fund	212
		4/6/2026	Crosstown Electrical & Data Inc.	256.79	Slauson Ave & Woodlawn Ave 2/11/26	Gas Tax Fund	212
		4/6/2026	Crosstown Electrical & Data Inc.	1,432.41	Slauson Ave & Woodlawn Ave 2/24/26	Gas Tax Fund	212
		4/6/2026	Crosstown Electrical & Data Inc.	1,125.00	Street Preventive Maint Feb 2026	Street Lighting Fund	251
094604	P	4/6/2026	Daily Journal Corporation	1,460.00	Ordinance Publication 3/12/26	General Fund	100
094605	P	4/6/2026	Stickers & Banners LA Inc.	144.05	CS Dept - Sponsorship Banners 3/25/26	General Fund	100
094606	P	4/6/2026	Dave and Frank Automotive	513.20	Tires/Alignment VIN#42171 3/17/26	General Fund	100
094607	P	4/6/2026	Diego Jimenez	50.00	Planning Commissioner Stipend 3/17/26	General Fund	100
094608	P	4/6/2026	Environmental Science Associates	0.11	Climate Action Adaptation & Resilience Plan Dec 2025	General Fund	100
		4/6/2026	Environmental Science Associates	11,815.15	Climate Action Adaptation & Resilience Plan Feb 2026	General Fund	100
094609	P	4/6/2026	Gilbert Livas	1,080.00	Planning & Economic Development Svcs Mar 2026	General Fund	100
		4/6/2026	Gilbert Livas	1,557.86	Planning & Economic Devt Svcs Feb 2026	General Fund	100
		4/6/2026	Gilbert Livas	1,743.04	Planning & Economic Devt Svcs Jan 2026	General Fund	100
094610	P	4/6/2026	GOGov, Inc. dba GOGovApps	1,000.00	Annual Voice & Text Credits 4/1/26-3/31/27	General Fund	100
094611	P	4/6/2026	Graffiti Protective Coatings Inc.	9,588.00	Citywide Graffiti Removal Feb 2026	General Fund	100
		4/6/2026	Graffiti Protective Coatings Inc.	7,896.00	Citywide Graffiti Removal Feb 2026	Gas Tax Fund	212
		4/6/2026	Graffiti Protective Coatings Inc.	5,232.93	Graffiti Bus Shelter Maint Mar 2026	Prop C Fund	222
094612	P	4/6/2026	HD Supply formerly Home Depot Pro	26.30	PW Dept - Renown Black Dispenser 3/1/26	General Fund	100
		4/6/2026	HD Supply formerly Home Depot Pro	238.09	PW Dept - Various Supplies 3/23/26	General Fund	100
		4/6/2026	HD Supply formerly Home Depot Pro	78.32	PW Dept - Various Supplies 4/1/26	General Fund	100

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
094613	P	4/6/2026	HdL Software LLC	3,449.06	Business License Processing Svcs Feb 2026	General Fund	100
094614	P	4/6/2026	Helio & Herminia Torres	19,500.00	Rental Assistance Program May 2026- Aug 2027	Permanent Local Housing Allocation	501
094615	P	4/6/2026	Myers & Sons Hi-Way Safety Inc.	284.09	PW Dept - Signs 3/20/26	General Fund	100
		4/6/2026	Myers & Sons Hi-Way Safety Inc.	2,066.43	PW Dept - Street Signs 3/24/26	Gas Tax Fund	212
094616	P	4/6/2026	Innovative Fence Inc.	314.90	Fence Rental 5110 District 3/9/26-4/9/26	General Fund	100
		4/6/2026	Innovative Fence Inc.	689.00	Fence Rental 5110 District (Corner Lot) 2/9/26 to 3/9/26 - 3	General Fund	100
094617	P	4/6/2026	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Svcs 2/16/26-3/15/26	General Fund	100
094618	P	4/6/2026	Kimley-Horn and Associates Inc.	819.43	HSIP Cycle 11 Traffic Signal Improv Feb 2026	Measure R Fund	224
094619	P	4/6/2026	L.B. Johnson Hardware #1	34.83	PW Dept - Fasteners 3/25/26	General Fund	100
		4/6/2026	L.B. Johnson Hardware #1	39.50	PW Dept - Hand Tool 3/25/26	General Fund	100
		4/6/2026	L.B. Johnson Hardware #1	30.70	PW Dept - Paint Rollers 3/24/26	General Fund	100
		4/6/2026	L.B. Johnson Hardware #1	51.54	PW Dept - Various Supplies 3/19/26	General Fund	100
		4/6/2026	L.B. Johnson Hardware #1	54.84	PW Dept - Various Supplies 3/24/26	General Fund	100
		4/6/2026	L.B. Johnson Hardware #1	37.28	PW Dept -Various Supplies 3/16/26	General Fund	100
094620	P	4/6/2026	Laura Ahrens	807.05	Retiree Medical Reimb Apr2026	General Fund	100
094621	P	4/6/2026	Los Angeles Unified School District	2,873.68	Comm Benefit Fund- Irvine FC Field Rental Apr-May 2026	General Fund	100
094622	P	4/6/2026	Tri-City Mutual Water Company	48.60	5000 Slauson Ave Mar 2026	General Fund	100
		4/6/2026	Tri-City Mutual Water Company	2,652.00	5950 Walker Ave Mar 2026	General Fund	100
094623	P	4/6/2026	Monjaras & Wismeyer Group, Inc.	2,280.00	Employee Accommodation Meeting 10/24/25-11/21/25	General Fund	100
		4/6/2026	Monjaras & Wismeyer Group, Inc.	1,080.00	Employee Accommodation Meeting 11/22/25-12/12/25	General Fund	100
094624	P	4/6/2026	Nationwide Environmental Services	7,537.00	Street Sweeping Svcs Apr 2026	Gas Tax Fund	212
094625	P	4/6/2026	Ok Printing Design & Digital Print	2,687.32	Newsletters April - June 2026	General Fund	100
094626	P	4/6/2026	BlueTriton Brands, Inc.	41.97	PW Dept - Drinking Water 2/25/26-3/24/26	General Fund	100
094627	P	4/6/2026	QDoxs	53.83	Xerox Copier 3/5/26-4/4/26	General Fund	100

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
094628	P	4/6/2026	Quadient Leasing USA, Inc.	972.48	Postage Meter Lease 4/22/26-7/21/26	General Fund	100
094629	P	4/6/2026	RACAIA Inc.	35,263.80	A&E Svcs - Public Facilities ADA Improv Proj 2/13/26-3/13/26	General Fund	100
094630	P	4/6/2026	Raul Rodriguez	50.00	Planning Commissioner Stipend 3/17/26	General Fund	100
094631	P	4/6/2026	Revueltas Landscape Inc	4,500.00	Dodgers Landscape Maint Mar 2026	General Fund	100
		4/6/2026	Revueltas Landscape Inc	6,020.00	Landscaping Svcs Mar 2026	General Fund	100
		4/6/2026	Revueltas Landscape Inc	4,325.00	Landscaping Svcs Mar 2026	Gas Tax Fund	212
094632	P	4/6/2026	Robert Leach	1,005.00	Retiree Medical Reimb Apr2026	General Fund	100
094633	P	4/6/2026	Ron's Maintenance Inc	5,340.00	Storm Drain Maintenance Mar-2026	Measure W Fund	280
094634	P	4/6/2026	Ronald Lindsey	1,935.31	Retiree Medical Reimb Apr2026	General Fund	100
094635	P	4/6/2026	Ruben Iniguez	19,440.00	Rental Assistance Program May 2026- Jul 2027	Permanent Local Housing Allocation	501
094636	P	4/6/2026	Stantec Planning & Landscape Architecture	685.00	Slauson Ave & Atlantic Blvd Cong Relief Improv 1/2/26	Grant Fund	261
		4/6/2026	Stantec Planning & Landscape Architecture	8,974.50	Slauson Ave & Atlantic Blvd Cong Relief Improv Nov 2025	Grant Fund	261
094637	P	4/6/2026	Staples Business Advantage	133.96	BP Dept - HP Toner 3/14/26	General Fund	100
		4/6/2026	Staples Business Advantage	618.55	CH - Various Supplies 2/28/26	General Fund	100
		4/6/2026	Staples Business Advantage	317.25	CH - Various Supplies 3/28/26	General Fund	100
094638	P	4/6/2026	T-MOBILE	636.67	Cell Phone Svcs 2/21/26-3/20/26	General Fund	100
094639	P	4/6/2026	UniFirst Corporation	90.34	Building Mat Svcs 3/26/26	General Fund	100
094640	P	4/6/2026	United Pumping Service Inc.	2,320.00	Waste Disposal Svcs 3/18/26	General Fund	100
094641	P	4/6/2026	Varsity Brands, Inc.	353.62	CS Dept - Dodger Dream Field Supplies 3/23/26	General Fund	100
094642	P	4/6/2026	Vernon City of	23.88	Slauson/Downey 1/15/26-2/12/26	General Fund	100
094643	P	4/6/2026	West Coast Arborists, Inc	5,238.00	Tree Maintenance Svcs 2/16/26-2/28/26	Gas Tax Fund	212
094644	P	4/6/2026	Willdan Engineering	5,400.00	Code Enforcement Svcs Feb 2026	General Fund	100
094645	P	4/6/2026	Young Men's Christian Association of Metropolitan LA	240.00	CS Dept-YMCA Southeast Rio Vista Basketball Prog 3/18/26	General Fund	100
ACH-571		3/11/2026	California Public Employees' Retirement System	32,818.51	Health Contribution Mar 2026	General Fund	100
		3/11/2026	California Public Employees' Retirement System	5,042.21	Health Contribution Mar 2026	Gas Tax Fund	212

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
		3/11/2026	California Public Employees' Retirement System	368.24	Health Contribution Mar 2026	Prop A Fund	221
		3/11/2026	California Public Employees' Retirement System	925.92	Health Contribution Mar 2026	Prop C Fund	222
		3/11/2026	California Public Employees' Retirement System	642.89	Health Contribution Mar 2026	Measure R Fund	224
		3/11/2026	California Public Employees' Retirement System	2,011.52	Health Contribution Mar 2026	Measure M Fund	225
		3/11/2026	California Public Employees' Retirement System	532.98	Health Contribution Mar 2026	CDBG	243
		3/11/2026	California Public Employees' Retirement System	186.14	Health Contribution Mar 2026	Street Lighting Fund	251
		3/11/2026	California Public Employees' Retirement System	348.86	Health Contribution Mar 2026	Permanent Local Housing Allocation	501
		3/11/2026	California Public Employees' Retirement System	662.27	Health Contribution Mar 2026	Successor Agency Fund	611
ACH-572		3/12/2026	California Joint Powers Insurance Authority	22,355.58	CJPIA Mar2026	General Fund	100
ACH-573		3/13/2026	US Bank Fees	130.00	Analysis Svc Charges Mar 2026	General Fund	100
ACH-574		3/17/2026	Colonial Life	27.44	Colonial Life Feb 2025	General Fund	100
ACH-575		3/18/2026	Southern California Edison	983.04	Maywood / Slauson Atlantic Corridor Improvements	Grant Fund	261
ACH-576		3/18/2026	American Family Life Assurance Company of Columbus (AFLAC)	478.22	Aflac payment Feb 2025	General Fund	100
ACH-577		3/18/2026	Southern California Edison	263.68	5916 King Ave/5913 Mayflower Ave 2/9/2026-3/10/2026	Gas Tax Fund	212
ACH-578		3/18/2026	Southern California Edison	1,105.14	4805 E 58th St 2/10/2026-3/11/2026	General Fund	100
ACH-579		3/18/2026	Southern California Edison	8,465.30	Everett Ave 2/1/26-2/28/26	Gas Tax Fund	212
ACH-580		3/18/2026	Southern California Edison	2,980.58	Various Locations Feb 2026	General Fund	100
		3/18/2026	Southern California Edison	2,700.31	Various Locations Feb 2026	Gas Tax Fund	212
		3/18/2026	Southern California Edison	10,606.34	Various Locations Feb 2026	Street Lighting Fund	251
ACH-581		3/20/2026	Southern California Edison	83.56	5317 Atlantic Ave PED 2/17/2026-3/17/2026	Gas Tax Fund	212
ACH-582		3/27/2026	Automatic Data Processing	606.74	Payroll Fees Mar 2026	General Fund	100
ACH-583		3/30/2026	The Gas Company	15.78	4319 Slauson Ave 2/6/26-3/10/26	General Fund	100
ACH-584		3/30/2026	The Gas Company	34.07	4317 Slauson Ave 2/6/26-3/10/26	General Fund	100
ACH-585		3/30/2026	The Gas Company	24.25	4323 Slauson Ave 2/6/26-3/10/26	General Fund	100

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
ACH-586		3/31/2026	State Compensation Insurance Fund	4,415.00	Workers Comp Insurance - Mar 2026	General Fund	100
ACH-587		4/1/2026	US Bank Fees	25.00	Bank Merchant Fees- Rental Registry Credit Card Mar 2026	General Fund	100
ACH-588		4/1/2026	US Bank Fees	35.15	Bank Merchant Fees - Rental Registry Checks Mar 2026	General Fund	100
ACH-589		4/1/2026	US Bank Fees	634.83	Bank Merchant Fees - Front Counter Mar 2026	General Fund	100
			Total ACH and Warrant Registers	339,760.26			
		3/26/2026	Payroll Transfer	79,390.07	Payroll Pay Period 3/8/2026 - 3/21/2026		
		4/9/2026	Payroll Transfer	79,413.01	Payroll Pay Period 3/22/2026 - 4/4/2026		
			Total ACH, Warrant Registers and Payroll Transfer	498,563.34			

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR

SUBJECT: MONTHLY CASH AND INVESTMENT REPORT MARCH 2026

RECOMMENDATION:

Staff recommends that the City Council receive and file the attached cash and investment report for March 2026.

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.

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 the end of the month. The 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 balances as of March 31, 2026.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with approving this report.

ATTACHMENT(S)

1. March 2026 Cash and Investment Report

City of Maywood, California
Cash and Investments Report
As of March 31, 2026

Description	Type	Ending Balance as of 3/31/2026
A - Non-Investment Cash Accounts		
US Bank - Corporate Checking	Cash	\$ 1,568,940.73
Total Cash Accounts		<u>\$ 1,568,940.73</u>
B - Investment Accounts		
Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	\$ 16,896,656.17
California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$ 1,242,246.39
California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$ 1,120,398.02
Total Investment Accounts		<u>\$ 19,259,300.58</u>
Total Cash and Investments		<u>\$ 20,828,241.31</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR

SUBJECT: REVENUE REPORT MARCH 2026

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report for the months of July 2025–March 2026.

BACKGROUND:

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue Report for the City's 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 gradually begin to align with the projected budget. See attachment 1 and 2 for revenue details comparison between July 2024–March 2025 and July 2025–March 2026 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 2025 - March 2026 City of Maywood FY 2025-2026 - General Fund
2. July 2025 - March 2026 City of Maywood FY 2025-2026 - Special Revenue

Year-To-Date Revenue Report-General Fund
FY 2025-2026
As of March 31, 2026

Acct #	Account Description	Adopted Budget FY 2025-26	July 2024 - March 2025	July 2025 - March 2026	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(C/A)	
Taxes:							
Various	Property Taxes	\$ 793,230	\$ 422,939	\$ 436,329	\$ 13,390	55.01%	Major payments receive in December and March.
4203/4302	Franchise & Collectors Fee	604,000	207,532	216,550	9,018	35.85%	Received Quarterly.
4211	Utility Users Tax	1,500,000	1,032,944	1,020,929	(12,015)	68.06%	Received in the following month.
4206	Transfer Tax	16,000	14,967	14,940	(27)	93.38%	Based on activities.
4202	Transient Occupancy Tax (TOT)	83,000	52,759	49,727	(3,032)	59.91%	Received Quarterly.
4212	Cannabis Sales Tax	1,650,000	548,445	628,931	80,486	38.12%	Received Quarterly.
4213	Cannabis Sales Tax - Installment Pmts	-	-	144,413	144,413	0.00%	This is a new account to account for installment payments.
4201	Sales and Use Tax (Retail Sales Tax)	2,240,720	1,171,775	1,231,473	59,698	54.96%	Received in the following month.
Taxes Total		6,886,950	3,451,361	3,743,292	291,931	54.35%	
Licenses & Permits:							
4301	Compliance Program Fee	47,810	-	-	-	0.00%	Payment is generally received in March.
Various	Plumbing, Electrical & Conditional/Land Used Permits	13,220	11,951	15,933	3,982	120.52%	Permits fluctuate based on activities.
4305	Public Works Permit Fees	100,000	117,339	130,495	13,156	130.50%	Fees fluctuate based on activities.
Various	Other Fees & Permits	25,694	20,815	26,965	6,150	104.95%	Fees fluctuate based on activities.
4320	Occupancy Permits	1,200	1,165	-	(1,165)	0.00%	Fees fluctuate based on activities.
4313	Building Permits	70,000	54,341	73,354	19,013	104.79%	Fees fluctuate based on activities.
4751	Rental Registry Program Fees	88,000	53,120	291,150	238,030	330.85%	The City started collecting the fees in January 2025.
4753	Rental Registry Program - Late Fees	45,000	-	62,183	62,183	0.00%	New revenue source beginning January 2025.
4307	Commercial Cannabis Renewal Fees	74,250	29,700	14,850	(14,850)	20.00%	Five business licenses: one due in December and four due in April.
4322	Parking Permits	65,000	55,642	53,782	(1,860)	82.74%	Parking Permits issued during Sept.
4311	Apartment License	22,000	22,257	31,202	8,945	141.83%	Majority of payments are received in January-March.
4205	Business License Tax	267,000	251,869	270,108	18,239	101.16%	Majority of payments are received in January-March.
4110	Vehicle License Fees Excess	30,600	39,619	-	(39,619)	0.00%	State Allocation. Generally City receives two payments: January and June.

Year-To-Date Revenue Report-General Fund
FY 2025-2026
As of March 31, 2026

Acct #	Account Description	Adopted Budget FY 2025-26	July 2024 - March 2025	July 2025 - March 2026	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(C/A)	
4107	Motor Vehicle License Fee (VLF) in lieu	3,783,840	1,833,789	1,947,609	113,820	51.47%	City receives two payments per year: January and May.
Licenses and Permits Total		4,633,614	2,491,607	2,917,631	426,024	62.97%	
Charges for Services:							
4704	Plan Check Fees	55,000	48,399	28,564	(19,835)	51.93%	Fees fluctuate based on activities.
4702	Rents & Concessions	25,005	18,165	18,754	589	75.00%	Monthly payments.
4850	Parks & Rec Revenues	2,600	-	4,778	4,778	183.77%	Amount received depends on when the facility rental occurred.
Charges for Services Total		82,605	66,564	52,096	(14,468)	63.07%	
Fines and Forfeitures:							
4401	Penalties: Apartment & Business Lic	13,000	11,315	18,299	6,984	140.76%	Penalties generally occur after February.
4404	Southeast Municipal Court (SEMC)/ Court Collections	210,000	157,831	119,670	(38,161)	56.99%	Monthly Payments.
4403	Citations: Administrative	5,000	4,600	5,900	1,300	118.00%	Code Enforcement Citations fluctuate based on activities.
4402	Citations: Parking	400,000	278,202	265,371	(12,831)	66.34%	Fees fluctuate based on activities. Payments are received two months after the citations
Fines and Forfeitures Total		628,000	451,948	409,240	(42,708)	65.17%	
Leases and Concessions:							
4501	Leased Property Rental Income	59,880	42,501	45,591	3,090	76.14%	Payments received monthly.
Leases and Concessions Total		59,880	42,501	45,591	3,090	76.14%	
Miscellaneous:							
4817	Good Corporate Citizen Program	21,000	-	-	-	0.00%	Payment is generally received in March.
4803	Interest Income	550,000	308,821	291,327	(17,494)	52.97%	Internal allocations are done quarterly.
4821	Other Interest Income	8,950	-	13,817	13,817	154.38%	This is a new account to track interest other than investment earning.
4809	Miscellaneous Revenue	52,000	9,190	58,074	48,884	111.68%	Amount received varies from year to year.
4814	Refunds & Overpayments-Reimb	10,000	47,629	9,165	(38,464)	91.65%	Amount received varies from year to year.
4816	Rebates & Insurance Claims Pymts	2,000	1,399	672	(727)	33.58%	Amount received varies from year to year.
4819	Donations	20,000	73,352	26,300	(47,052)	131.50%	Amount received varies from year to year.
Various	County/State/Federal Grants	93,839	-	107,011	107,011	114.04%	Reimbursement based on actual expenditures.

Year-To-Date Revenue Report-General Fund
FY 2025-2026
As of March 31, 2026

Acct #	Account Description	Adopted Budget FY 2025-26	July 2024 - March 2025	July 2025 - March 2026	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(C/A)	
4800	Transfer In -General	552,000	2,691,574	-	(2,691,574)	0.00%	Generally, transfers are processed at year-end. The total transfer of \$2,691,574 is comprised of two components: \$131,953 from Successor Agency to cover the City's admin costs, and \$2,559,621 from Local Fiscal Recovery Fund to support public safety costs and to complete the closeout of the fund at 12/31/24.
Miscellaneous Revenue Total		1,309,789	3,131,965	506,366	(2,625,599)	38.66%	
Pension/Retirement Fund:							
4830	Retiree Pension Levy	1,300,000	627,402	703,130	75,728	54.09%	Majority of payments are received in January & June.
Retiree Pension Levy Total		1,300,000	627,402	703,130	75,728	54.09%	
General Fund Revenue Total		\$ 14,900,838	\$ 10,263,348	\$ 8,377,346	\$ (1,886,002)	56.22%	

Year-To-Date Revenue Report-Special Revenue Funds
FY 2025-2026
As of March 31, 2026

Fund #	Fund Description	Adopted Budget FY 2025-26	July 2024 - March 2025	July 2025 - March 2026	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(A/C)	
212	Gas Tax Fund	\$ 749,414	\$ 506,936	\$ 480,740	\$ (26,196)	64.15%	Received monthly.
214	Transportation Development Act (TDA) Bikeway	100,026	-	-	-	0.00%	Reimbursement based on actual expenditures.
216	SB-1 Road Maintenance Rehabilitation Act Fund	657,040	399,642	398,642	(1,000)	60.67%	Received monthly.
221	Proposition A Transit Fund	632,687	483,541	491,821	8,280	77.74%	Received monthly.
222	Proposition C Transit Fund	541,131	410,377	415,757	5,380	76.83%	Received monthly.
223	Air Quality Management District (AQMD) Fund	32,500	16,330	16,227	(103)	49.93%	Received quarterly.
224	Measure R Transit Fund	413,474	313,692	318,160	4,468	76.95%	Received monthly.
225	Measure M Transit Fund	470,937	353,533	358,431	4,898	76.11%	Received monthly.
227	LACMTA - Exchange STP-L for Metro Fund	75,014	-	-	-	0.00%	City expects to receive the exchange amount in FY25-26.
232	Supplemental Law Enforcement Services Fund (SLESF) Grant	175,000	194,664	201,537	6,873	115.16%	Received monthly.
243	Community Development Block Grant (CDBG)	632,388	239,569	107,349	(132,220)	16.98%	Reimbursement based on actual expenditures.
251	Street Lighting Fund	204,520	119,400	123,807	4,407	60.54%	Payments start in November.
261	Federal / State / County Grants	18,894,412	586,815	133,401	(453,414)	0.71%	Reimbursement based on actual expenditures.
272	Measure A Park Fund	634,746	-	-	-	0.00%	Reimbursement based on actual expenditures.
280	Measure W Safe Clean Water Program Fund	175,000	-	174,304	174,304	99.60%	Payment Received in August.
412	Sewer Enterprise Fund	-	215,920	8,750	(207,170)	0.00%	The City's sewer system was annexed effective July 1, 2025, and sewer assessments are now collected by the County. The \$8,750 receipt may represent payments associated with prior billing periods. City staff is currently reviewing this item to gain a better understanding.
501	PLHA Fund (Permanent Local Housing Allocation)	267,788	234,873	233,188	(1,685)	87.08%	Reimbursement based on actual expenditures.
611	Redevelopment Successor Agency Fund	-	274,468	340,995	66,527	0.00%	
Special Revenue Funds Total		\$ 24,656,077	\$ 4,349,760	\$ 3,803,109	\$ (546,651)	15.42%	

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6457 AUTHORIZING THE DESTRUCTION OF OBSOLETE CITY RECORDS

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6457 authorizing the destruction of obsolete records.

BACKGROUND:

State law allows public agencies to purge and destroy obsolete public records. The Government Code sets a two-year minimum as a starting point for retention of records. However, other laws and regulations impose longer retention periods for certain records.

Government Code Section 34090 et. seq. sets forth the process for permissibly destroying obsolete City records and provides that, unless otherwise provided by law, "with the approval of the legislative body by resolution and the written consent of the City Attorney, the head of a City Department may destroy any City record, document, instrument, book or paper, under his charge, without making a copy thereof, after the same is no longer required." However, Section 34090 does not permit destruction of: (a) records affecting the title to real property or liens thereon; (b) court records; (c) records required to be kept by statute; (d) records less than two years old; and (e) the minutes, ordinances, or resolutions of the legislative body or of a City board or commission. Other laws and regulations impose specific retention periods for certain records. If a public officer or employee does not have proper authorization, Government Code Sections 6200 and 6201 make it a crime to destroy a City record.

Unless a law specifically requires a particular type of document to be kept, the general rule is that a City record falls under the minimum two-year retention rule or a longer retention period as specified in a retention schedule if so adopted by the public entity.

DISCUSSION:

In 2009, the City Council adopted Resolution No. 5478 "Records Retention and Destruction Policy" ("Policy") for the retention and destruction of City records. The Policy also includes a request form for the destruction of obsolete records and a record's retention schedule. The retention schedule is organized by categories of records with a retention period for each category. The following procedure is outlined in the policy:

- The Department Head completes and signs a request form, listing the date and description of documents to be destroyed, and submits the form to the City Clerk.

- The City Clerk's Office staff checks the documents listed on the form to confirm the documents are not required to be permanently retained and that the document has been retained for the legally required period of time. City Clerk also confirms the applicable reproduction of the documents is complete and that the documents must not be retained for any other reason, such as being relevant to a lawsuit in progress or reasonably anticipated.
- The City Clerk's Office staff submits the form to the City Attorney to review, sign, and return.
- The City Clerk's Office staff submits the form and a resolution to the City Council for approval to destroy the documents.
- After City Council approval, the City Clerk's Office oversees the destruction, indicating method of destruction on the form and signing the form.
- The City Clerk's Office staff retains all original signed request forms for a minimum of two years.
- The City Clerk's Office staff keeps a master log of all destroyed documents.

The records proposed for destruction under Resolution No. 6457 are obsolete records maintained by the Building and Planning Department, City Clerk's Office, and Human Resources Department.

A summary of the record categories is provided below, and the complete inventory of records, including specific file descriptions, dates, and record series, is set forth in Exhibit A.

Department	Category of Record	Legal Authority	Legal Retention Period
Building & Planning Department	Parking Citations	Government Code (GC) 34090	Until settled/adjudicated + 2 years
City Clerk's Office	Election - Ballots and Related Documents	Elections Code (EC) 17302, 17306, 17505	6 months
Human Resources Department	Employee Files	Government Code (GC) 12946; Government Code (GC) 6254(c)	While current + 2 years
Human Resources Department	Employee Information, General	Government Code (GC) 12946; 29 Code of Regulations (CCR) 1627.3; Labor Code (LC) 1174	3 years
Human Resources Department	Employee Information - CEIR	2 California Code of Regulations (CCR) 7287(a); 2 California Code of Regulations (CCR) 7287(c)(2); Government Code (GC) 12946	2 years
Human Resources Department	Employee Information - Applicant Identification Records	2 Code of Regulations (CCR) 7287(b); 2 Code of Regulations (CCR) 7287(c)(2)	2 years
Human Resources Department	Employee Reports	Government Code (GC) 34090	2 years
Human Resources Department	Employment Eligibility Verification (I-9 Forms)	8 USC 1324a(b)(3); Pub. Law 99-603	3 years after date of hire, or 1 year after termination, whichever is later

Staff verified that these records are not subject to any permanent retention requirement, pending litigation, audit, claim, Public Records Act request, or other legal hold or preservation obligation. The records are eligible

for destruction pursuant to the authorities identified above and the City's Records Retention Schedule.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The cost of shredding obsolete City records is included in the Office Materials and Supplies account within the General Fund, under the General Government department.

ATTACHMENT(S)

1. Record Retention Policy
2. Resolution No. 6457 Destruction of Obsolete Records
3. Exhibit A - Requests for Obsolete Records

EXHIBIT "A"

CITY OF MAYWOOD
RECORDS RETENTION AND DESTRUCTION POLICY

[See Attached:

- * Records Retention and Destruction Policy
(Pages 1 through 11)
- * Attachment "A" to Policy - Request for Destruction of Obsolete Records
(sample form) (1 Page)
- * Attachment "B" to Policy - Records Retention Schedule
(Pages 1 through 37)

All Dated 04-28-09]

CITY OF MAYWOOD

RECORDS RETENTION AND DESTRUCTION POLICY

I. PURPOSE

The purpose of this Policy is to provide guidelines to staff regarding the retention and destruction of obsolete and unnecessary records of the City of Maywood ("City"); provide for the identification, maintenance, safeguarding and destruction of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

II AUTHORIZATION

Pursuant to Government Code section 34090, staff must receive approval from the City Council by resolution and written consent from the City Attorney before destroying any City records.

III. PROCEDURE

- A. The Department Head completes and signs a "Request for Destruction of Obsolete Records" form, listing the date and description of each document to be destroyed. A sample form is attached to this Policy as **Attachment "A"** and incorporated herein by reference, and the City Clerk or his or her designee shall have the authority to make all changes to this form which he or she deems necessary from time to time. The Department Head submits the form to the City Clerk.
- B. The City Clerk checks the documents listed on the submitted form to confirm that each document is: (1) not required to be permanently retained, or (2) has been retained for the legally required period of time. The City Clerk also confirms that any applicable reproduction requirements (i.e., electronic imaging, etc.) for each document are complete. The City Clerk also verifies that the documents are not relevant to a lawsuit, administrative charge or investigation, or similar proceeding, which is in progress or which can reasonably be anticipated.
- C. The City Clerk submits the form to the City Attorney, who reviews and signs the form and then returns the signed form to the City Clerk.
- D. After receiving the signed form, the City Clerk submits the form and a resolution to the City Council for approval to destroy the documents.
- E. After the City Council approves destruction, the City Clerk oversees the destruction of the documents, indicates the method of destruction on the form and signs the form.

- E. The City Clerk will retain all original signed forms requesting destruction of records for a minimum period of two (2) years.
- F. The City Clerk will keep a master log of all destroyed documents which includes the titles or brief descriptions of the documents that were destroyed, the method of destruction and the date of destruction.

IV. GENERAL GUIDELINES

- A. Unless otherwise provided by law or this Policy, the obsolete and unnecessary records of the City are authorized to be destroyed as provided by Government Code sections 34090 – 34090.7 and as those sections may be added to and amended from time to time by the California Legislature. However, the following conditions apply to all City records: (1) no record may be destroyed without prior approval of the City Council and the City Attorney, and (2) no record may be destroyed if it is relevant to a lawsuit, administrative charge or investigation, or similar proceeding which is in progress or which can reasonably be anticipated.
- B. The City Clerk shall be responsible for the administration of this Policy and shall assist all City personnel to comply with the provisions of this Policy and with the Records Retention Schedule, set forth in **Attachment "B"** attached hereto and incorporated herein by reference. The City Council shall approve all substantial changes to the Records Retention Schedule; provided, however, that the City Manager and/or City Attorney shall have ongoing authority, without further approval by the City Council, to make minor amendments from time to time, in accordance with changes to State and federal laws and regulations which may affect retention periods for City records.
- C. The following general guidelines apply to all City records:
 - 1. Pursuant to Government Code section 34090, the City shall not destroy any of the following records:
 - (a) Records affecting the title to real property or liens thereon.
 - (b) Court records.
 - (c) Records required to be kept by statute.
 - (d) Records less than two years old.
 - (e) The minutes, ordinances, or resolutions of the City or of a City board or commission.
 - 2. The City Clerk may authorize the destruction of any **duplicate** records less than two (2) years old at any time, pursuant to the procedures listed in this Policy. (Gov. Code § 34090.7.)
 - 3. Unless otherwise provided by State or federal law, the City may authorize the destruction of any original document which is more than two (2) years

old, with the approval of the City Council and written consent from the City Attorney, without retaining a copy of the document as long as the retention and destruction of the document complies with the retention schedule as set forth in this Policy (Gov. Code § 34090.)

4. The City Clerk may authorize the destruction of City records upon complying with all of the requirements of Government Code section 34090.5, including having the records reproduced either: (i) electronically, (ii) recorded on optical disk, (iii) reproduced on film or other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document, (iv) reproduced on film, optical disk, or other medium complying with standards found in Government Code section 12168.7 for recording permanent and nonpermanent documents in electronic media, or (v) otherwise reproduced in the manner prescribed in Government Code section 34090.5.
5. The records preserved pursuant to Government Code section 34090.5 shall be made as accessible for public reference as the original records were. A true copy of archival quality of the film, optical disk, or any other medium reproductions shall be kept in a safe and separate place for security purposes. Any page of a record that cannot be reproduced on film with full legibility shall be permanently preserved in a manner that will afford easy reference.
6. The reproduction of an original record made in accordance with Government Code section 34090.5 shall be deemed to be an original record and a transcript, exemplification, or certified copy of such reproduction shall be deemed to a transcript, exemplification, or certified copy of the original.
7. In addition to the retention period required under this Policy, the City shall retain original administrative, legal, fiscal and/or historical records with continued value (i.e., records for long-term transactions and/or special projects) until all matters pertaining to such records are completely resolved or the time for appeals has expired.

IV. SPECIFIC GUIDELINES

A. Accounting Records

1. Accounting Records include, but are not limited to, the following:
 - (a) Source Documents
 - Invoices
 - Warrants
 - Vouchers
 - Requisitions/Purchase Orders (attached to invoices)
 - Cash Receipts
 - Claims (attached to warrants in place of invoices)
 - Bank Statements
 - Bank Deposits

- Checks
- Bills
- Various accounting authorizations taken from City Council meeting or City commission meeting minutes, resolutions or contracts.

(b) Journals

- Cash Receipts
- Accounts Receivable or Payable Register
- Check or Warrant Register
- General Journal
- Payroll Journal

(c) Ledgers

- Expenditure
- Revenue
- Accounts Payable or Receivable Ledger
- Assets/Depreciation
- Warrants payable
- Construction
- General ledger

(d) Trial Balance

(e) Adjusting Entries

(f) Statements (Interim or Certified - Individual or All Fund)

- Balance Sheet
- Analysis of Changes in Available Fund Balance
- Cash Receipts and Disbursements
- Inventory of Fixed Assets (Purchasing)

(g) Closing Entries

(h) Reversing Entries

(i) Other

- Inventory Records (Purchasing)
- Capital Asset Records (Purchasing)
- Depreciation Schedule
- Cost Accounting Records

2. General ledgers must be kept a minimum of four (4) years after audited. (Code Civ. Proc. § 337.) The Secretary of State Local Government Records Management Guidelines recommends permanent retention.
3. In general, the City should retain original source documents that are detailed in a register, journal, ledger or statement **until audited plus four (4) years**. Certain source documents may be retained for a shorter period of time. Refer to the Records Retention Schedule for specific accounting documents.

4. The City may destroy at any time rough drafts, notes, working papers (except audit), cards, listings, nonpermanent indices, and papers used for controlling work or transitory files.
5. In addition to any required legal retention period, the City shall not authorize the destruction of any record subject to audit until it has been determined that the audit has been performed. (Gov. Code § 34090.)

B. Long-Term Debt Records

1. The City Clerk shall retain the original records of proceedings for the authorization of long-term debt, bonds, warrants, loans, etc. after issuance or execution. Original records may be microfilmed or otherwise reproduced, as described in Government Code section 34090.5. (Gov. Code, §§ 34090, 34090.5.)
2. The City Clerk shall retain **permanently** the original records of the terms and conditions of bonds, including authorization, public hearing records, prospectus, proposals, notices, transcripts, etc. Original records may be microfilmed or otherwise reproduced, as described in Government Code section 34090.5. (Gov. Code, §§ 34090, 34090.5.)
3. Upon such conditions as the City Treasurer may set, the City Clerk may destroy paid or canceled bonds, warrant certificates and interest coupons after **two years**, upon approval of the City Administrator and written consent of the City Attorney. (Gov. Code, § 53921.) Unsold bonds may also be destroyed after **two years** and upon meeting the requirements of Government Code sections 43900, et seq.
4. Final bond documentation, including monthly statements of transactions and other supporting documents must be retained for **10 years**. (Code Civ. Pro. § 337.5.)

C. City Records

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1. ~~The City shall retain original records of the minutes of meetings of the City Council and City commissions indefinitely. (Gov. Code § 34090, subd. (e).)~~
 2. The City shall retain original ordinances and resolutions **indefinitely**. (Gov. Code § 34090, subd. (e).)

D. Statements and Reports Filed Pursuant to the Political Reform Act.

1. The City Clerk shall **permanently** retain original campaign statements of the elected Mayor, City Council members, and Committees supporting such officeholders. Such statements may be imaged as described in Government Code section 34090.5 after **two (2) years**. (Gov. Code, § 81009, subds.(b), (g).)

2. The City Clerk shall retain original campaign statements of candidates NOT elected to Mayor or City Council and the Committees supporting such candidates for **five (5) years**. Such statements may be imaged as described in Government Code section 34090.5 after **two (2) years**. (Gov. Code, §81009, subds. (b), (g).)
3. The City Clerk shall retain original campaign statements and reports for persons and committees other than Mayor and City Council for **seven (7) years**. (Gov. Code § 81009 (c), (e).)
4. The City Clerk shall retain copies of statements or reports for **four (4) years**. The officer does not have to keep more than one copy of a statement or report. (Gov. Code § 81009 (f).)
5. The City Clerk, as Filing Officer, shall retain copies of the original Statements of Economic Interests that are forwarded to the Fair Political Practices Commission for the Mayor, City Council, Planning Commission, City Manager, City Attorney, City Treasurer and all other City officials who manage public investments, as defined by 2 Cal. Code of Regs § 18701(b), and are subject to the disclosure requirements of Government Code § 87200. City Clerk retains the copies for **four (4) years**, provided there are no requirements to keep more than one copy. Such copies may be imaged as described in Government Code section 34090.5 after **two (2) years**. (Gov. Code, §81009, subds. (f), (g).)
6. The City Clerk, as Filing Officer, shall retain original Statements of Economic Interests for other City employees designated in the City's Conflict of Interest Code as defined in Government Code section 82019. The City Clerk shall retain such originals for **seven (7) years**. Such statements may be microfilmed or otherwise reproduced as described in Government Code section 34090.5 after **two (2) years**. (Gov. Code, §81009, subds. (f), (g).)

E. Contracts

1. The City shall retain original contracts/agreements and any back-up materials for **four (4) years** after termination/completion of the contracts. (Code Civ. Proc. § 337.)
2. The City shall retain original contracts/agreements and any back-up materials with any person or entity who develops real property or furnishes the design, specifications, surveying, planning, supervision, testing, or observation of construction or improvement to real property for **ten (10) years** after substantial completion of the development or improvement. (Code Civ. Proc. § 337.15.)

F. Property Records.

The City shall retain original property records, such as title documents, **indefinitely**, or until the property is transferred or otherwise no longer owned by the City. (Gov. Code § 34090.)

G. Payroll and Personnel Records.

1. Payroll and personnel records include, but are not limited to, the following:

- Accident reports, injury claims and settlements
- Applications, changes or terminations of employees
- Earnings records and summaries
- Fidelity bonds
- Garnishments
- Injury frequency charts
- Insurance records of employees
- Job descriptions
- Medical histories
- Retirements
- Time cards or time sheets

2. The City shall retain personnel files for **three (3) years** after an individual's employment terminates. (29 CFR 1627.3.)

3. The City shall retain medical records of employees who have been exposed to toxic substances or harmful physical agents for **thirty (30) years beyond the length of employment**. Such medical records shall include records maintained by a physician, nurse, or other health care personnel or technician pertaining to exposure to hazardous substances. (8 Cal. Code Regs. § 3204 (d)(1)(A)(B).)

For employees who are employed by the City for less than one year, the City does not need to retain the employee's medical records regarding exposure to hazardous substances if the City provides the employee with such records upon termination of employment. (Ibid.)

Routine medical records such as first aid records for one-time treatment, observation of minor injuries, records relating to medical leave taken by employees, burns, splinters, etc., should be kept for the **length of employment plus three (3) years**. (Gov. Code §§ 12946, 34090; 29 CFR 1627.3.)

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4. The City may destroy fidelity bonds **two (2) years** after termination and garnishments **three (3) years** after termination.
 5. The City shall retain payroll records containing the name, address, date of birth, sex, job classification, hours worked, and regular and overtime wages for each employee for **three (3) years** beyond the length of employment. (29 CFR Part 516.5(a); Labor Code §§ 1174, 1197.5) The Secretary of State Local Government Records Management Guidelines recommends permanently retaining payroll registers listing labor costs by employee and program.

6. The City shall retain basic time and earning cards or sheets on which are entered daily starting and stopping time of individual employees for **two (2) years**. (29 CFR Part 516.6(a)(1).)
7. The City shall retain employment applications and employment referral records and files for **two (2) years** after such records or files are created. (Gov. Code § 12946; 29 CFR 1627.3.)
8. The City shall retain records regarding the race, sex, and national origin of each applicant and the job for which such applicant applied for **two (2) years** from the date of the making of the record or the date of the personnel action involved, whichever occurs later. The City may either retain the original documents used to identify applicants, or keep statistical summaries of the collected information. (2 CCR § 7287.0, subds. (b)(2), (c).)
9. The City shall retain any records pertaining to any payments, loans, promises or agreements by the City to any labor organization or representative of a labor organization for **five (5) years**. (29 USC § 436.)

H. Construction and Engineering Records.

1. The City shall retain certain original construction records, such as bids, correspondence, and change orders, for **four (4) years** after project completion, unless the records pertain to a project which includes a guarantee or grant, in which event they shall be retained for the life of the guarantee or grant plus four (4) years.
2. The City shall retain during the life of the building an official copy of all building plans filed with the City and for which the City issued a building permit. This retention requirement does not include any building containing a financial institution or a public utility. (Health & Saf. Code §§ 19850 – 19853.)
3. The City shall retain supporting documents on capital improvement projects, including bidders lists, specifications, reports, plans, work orders, schedules, etc., for **ten (10) years after project completion**. (Code Civ. Proc. § 337.15.)

I. Exposure/Safety Records and Material Safety Data Sheets (MSDS).

1. The City shall retain employee exposure records and exposure assessment records for at least **thirty (30) years**. Such records should reveal the identity of the toxic substance or harmful physical agent and where and when such substance or agent was used. (8 CCR § 3204.)
2. The City may destroy the material safety data sheet (MSDS) for a hazardous substance after the City stops using the hazardous substance provided it keeps a record of the substance (chemical name if known) and when and where it was used for **thirty (30) years**. (8 CCR § 3204(d)(1)(B)(2).)

J. **Video Monitoring, Telephone and Radio Communications; Other Video and Audio Recordings**

1. The City shall retain recordings of **routine video monitoring** (e.g., building security taping systems) for at least **one (1) year**. After the one year retention period, the City may destroy the video recording pursuant to the procedure stated in this Policy. (Gov. Code § 34090.6.) If the recordings are evidence in any claim filed or pending litigation, they shall be preserved until the pending litigation is resolved.
2. Upon authorization of the City, recordings of telephone and radio communications maintained by the City may be destroyed after **100 days** pursuant to the procedure stated in this Policy. (Gov. Code § 34090.6.) If the recordings are evidence in any claim filed or pending litigation, they shall be preserved until the pending litigation is resolved.
3. Video or digital recordings of City meetings, made at the direction of the City, must be retained for **at least 30 days** after the meeting. (Gov. Code § 54953.5.)
4. If the City keeps another record, such as written minutes, of an event (other than City meetings) that is recorded on video tape or digitally recorded, the City must keep the video tape recording of the event for **at least 90 days** after the occurrence of the event. **After 90 days**, the video tape may be destroyed or erased, pursuant to the procedure stated in this Policy.. (Gov. Code § 34090.7.)
5. When an audio tape recording of a meeting is made solely to facilitate the preparation of minutes for that meeting, the tape recording may be destroyed or erased after it is no longer required and after the minutes for that meeting have been approved. (Gov. Code § 34090; 64 Ops.Atty.Gen. 317.)

V. **RECORDS RETENTION SCHEDULE**

The "Records Retention Schedule" is attached to this Policy as Attachment "B" and is incorporated herein by reference.

Attachments:

- Attachment "A" - Request for Destruction of Obsolete Records (sample form) (1 Page)
- Attachment "B" - Records Retention Schedule (Pages 1 through 41)

ATTACHMENT "A"
REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

[See Attached Form (1 Page)]

CITY OF MAYWOOD

To: City Clerk
From: Department Head
Subject: Request for Destruction of Obsolete Records

I am requesting approval to destroy the obsolete records listed below.

Department Head

Date

DATE OF RECORD	DESCRIPTION OF RECORD

(If additional space is needed to describe records, please attach additional pages)

APPROVED

City Attorney

Date

The obsolete records described above (and on any attached pages) were approved by the City Council for destruction on:

Date: _____ Resolution No. _____

The obsolete records described above (and on any attached pages) were destroyed under my supervision using the following method:

☐ Shredding ☐ Burning ☐ Other (specify method) _____

I certify that such destruction meets the requirements of the City's Records Retention and Destruction Policy and all applicable requirements of State and federal law.

City Clerk

Date of Records Destruction

ATTACHMENT "B"
RECORDS RETENTION SCHEDULE

[See Attached Schedule (Pages 1 through 37)]

RECORDS RETENTION SCHEDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney,
unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Accident/Illness Reports	Not a public record For Employee Medical Records & Employee Exposure Records regarding exposure to toxic substances or harmful physical agents --Includes Material Safety Data Sheets (MSDS) Does NOT include: health insurance claims; first aid records of one-time treatments for minor injuries; records of employees who worked less than one (1) year if records are given to employee upon termination	GC 6254(c) 8 CCR 3204(d)(1)(A)(B)	Length of employment + 30 years
Accidents/Damage to City Property	Risk management administration	GC 34090 CCP 337.15	10 years
Accounting Records – General Ledger	General Ledger	GC 34090 CCP 337	Until audited + 4 years Sec. of State Guidelines recommends permanent retention
Accounting Records – - Permanent Books of Accounts	Records showing items of gross income, receipts and disbursement (including inventories, per IRS regulations)	26 CFR 1.6001-1(c) & (e)	Permanent

Legal Authority Abbreviations

CCP	Code of Civil Procedure (California)	GC	Government Code (California)	PC	Penal Code (California)
CCR	California Code of Regulations	IRC	Internal Revenue Code	R&TC	Revenue & Taxation Code (California)
CFR	Code of Federal Regulations	IRS	Internal Revenue Service	USC	United States Code
EC	Elections Code (California)	LC	Labor Code (California)		

RECORDS RETENTION SCHEDULE FOR CITIES

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unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Accounts Payable	Invoices and back-up documents, purchase orders, travel expense reimbursements, petty cash, postage, PERS reports, check requests, etc.	CCP 337 26 CFR 31.6001-1(e)(2); Sec. of State Guidelines recommendation	Until audited + 4 years
Accounts Receivable	Receipt books, cash receipts, cash register tapes, payments for building permits/parking permits/utility bills/Transient Occupancy Tax, etc.	CCP 337 26 CFR 31.6001-1(e)(2); Sec. of State Guidelines recommendation	Until audited + 4 years
Affidavits of Publication / Posting	Legal Notices	GC 34090	2 years
Agenda / Agenda Packets	City Council, Redevelopment Agency, Commissions – agendas and packets can be imaged immediately for permanent retention, if desired. A paper copy can be maintained for one year, if desired.	GC 34090 GC 34090.5	2 years
Agenda reports (staff reports)	Council/Redevelopment Agency/Commissions - Paper copies of agenda packets can be maintained for one year as complete packets. Originals can be imaged immediately for permanent retention, if desired. The imaged record can serve as the permanent record, if desired.	GC 34090 GC 34090.5	2 years

Legal Authority Abbreviations

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CFR	Code of Federal Regulations	IRS	Internal Revenue Service	USC	United States Code
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RECORDS RETENTION . SCHEDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney,
unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Agreements (See also Contracts)	Original contracts and agreements and back-up materials	CCP 337	4 years after termination/ completion
Annexations / Reorganizations	Notices, Resolutions, Certificates of Completion	GC 34090	Permanent
Applications for Boards, Commissions Committees	Not selected	GC 34090	2 years
Applications for Boards, Commissions, Committees	Selected	GC 34090 Sec. of State Guidelines	Current + 5 years
Appraisals	For Real Property Owned by City or Redevelopment Agency – Not a public record until real estate transaction is complete	GC 34090 GC 6254(h)	2 years
Articles of Incorporation		GC 34090	Permanent
Assessment Districts	Original Documentation	GC 34090	Permanent
Annual Financial Report		GC 34090	Until audited + 2 years
Audit Reports	Financial services; internal and/or external reports; independent auditor analysis	GC 34090	2 years Sec. of State Guidelines recommends permanent retention – may be revised at a later time

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RECORDS RETENTION SCHEDULE FOR CITIES

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unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Audit Hearing or Review	Documentation created and or received in connection with an audit hearing or review	GC 34090	2 years
Backflow Test Reports	Reports of testing and maintenance – water systems	17 CCR § 7605	3 years
Bank Account Reconciliations	Bank statements, receipts, certificates of deposit, etc.	26 CFR 31.6001-1(e)(2)	Until audited + 4 years (Sec. of State Guidelines – recommended retention: until audited + 5 years)
Benchmark Data	Horizontal, vertical & control	GC 34090	2 years
Bids, Accepted	Includes plan and specifications; notices/affidavits.	GC 34090 CCP 337, 337.1	4 years
Bids, Unaccepted	Unaccepted bid packages only	GC 34090	2 years
Bonds	Authorization/public hearing records/prospectus/proposals/certificates/notices (transcripts)/registers/statements.	GC 34090	Permanent
Bonds, Development	Housing; Industrial Development	CCP 337.5	10 years
Bonds, Employee	Personnel fidelity bonds	GC 34090	While employed + 2 years
Bonds - Final	Final bond documentation; monthly statement of transactions; supporting documents	GC 34090 CCP 337.5	10 years

Legal Authority Abbreviations

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CFR	Code of Federal Regulations	IRS	Internal Revenue Service	USC	United States Code
EC	Elections Code (California)	LC	Labor Code (California)		

RECORDS RETENTION . EDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney,
unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Bonds - Paid	Paid Bonds; warrant certificates; interest coupons	GC 34090 GC 53921	2 years
Bonds, Surety	Documentation created and/or received in connection with the performance of work/services for the City, or for parcel maps and subdivision work	CCP 337	4 years
Bonds - Unsold	Unsold Bonds	GC 34090 GC 43900 et seq.	2 years
Brochures/ Publications	Retain selected documents only for historic value.	GC 34090	2 years
Budget, Annual	Adjustments, journal entries, account transfers	GC 34090	Current + 2 years
Building, Blueprints/ Specifications	Copies submitted by contractors with application for building permit or Certificate of Occupancy	GC 34090	Current + 2 years
Building, Certificates	Compliance, elevation, occupancy – affecting title to real property or liens on real property	GC 34090	Permanent
Building, Construction (Approved)	New commercial and residential construction, tenant improvements, room additions, spas, signs, block wall, remodel (including security bonds)	CCP 337.15 GC 34090	10 years
Building, Inspection	Correspondence, fees, appeal requests, reports	GC 34090	2 years
Building, Permits	Permits for buildings; signs; grading; encroachment permits	GC 34090	Until completed + 2 years

Legal Authority Abbreviations

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CFR	Code of Federal Regulations	IRS	Internal Revenue Service	USC	United States Code
EC	Elections Code (California)	LC	Labor Code (California)		

RECORDS RETENTION SCHEDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney, unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Building Plans	Official copy -- Not to be reproduced until written permission is obtained from architect of record, and current building owner (Retention requirement not applicable to buildings containing a financial institution or public utility.)	GC 34090 H&S 19850, 19851	For the life of the building
Building, Signs (temporary)	Home occupation, off-premise signs	GC 34090	2 years
Business License Annual Reports	Finance	GC 34090	2 years
Business Licenses/Permits	City issued	GC 34090	While current plus 2 years
Cal-OSHA	Personnel-Logs, Supplementary Record, Annual Summary (Federal & State-Cal OSHA)	LC 6410; 8 CCR 14300.33	5 years
California State Tax Records	Forms filed annually; quarterly and year-end reports	R&TC 19530 R&TC 19704	6 years
Campaign Statements - Mayor, City Council - <u>elected</u> (originals)	<u>Original</u> statements of elected candidates and committees supporting elected candidates for Mayor, City Council	GC 81009(b) GC 81009(g)	Permanent (can image after 2 years)
Campaign Statements - candidates for Mayor, City Council - <u>not elected</u> (originals)	<u>Original</u> statements of candidates and supporting committees for candidates not elected for Mayor, City Council	GC 81009(b) GC 81009(g)	5 years (can image after 2 years)

Legal Authority Abbreviations

CCP	Code of Civil Procedure (California)	GC	Government Code (California)	PC	Penal Code (California)
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CFR	Code of Federal Regulations	IRS	Internal Revenue Service	USC	United States Code
EC	Elections Code (California)	LC	Labor Code (California)		

RECORDS RETENTION . SCHEDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney,
unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Campaign Statements for other than Mayor, City Council; other campaign reports (originals)	Original statements of all other persons and committees; other original reports and statements	GC 81009(c), (e) GC 81009(g)	7 years (can image after 2 years)
Campaign Statements/Reports Copies of	Copies of reports/statements (if filing officer is not required to keep more than one copy)	GC 81009(f) GC 81009(g)	4 years (can image after 2 years)
Certificates of Compliance	Building department documents	GC 34090	2 years
Checks	Includes payroll, canceled and voided checks	GC 34090 CCP 337 26 CFR 31.6001-1(e)	Until audited +4 years (Sec. of State Guidelines – recommended retention: until audited + 5 years)
Citizen Feedback	General correspondence.	GC 34090	2 years
Claims Against the City	Paid/Denied	GC 34090	Until settled + 2 years
Code Enforcement, Case files (see Nuisance Abatement)	Building, housing and mobile home code violation records including inspections; public nuisance rubbish and weed abatement, citations [records on vehicle abatement/abandoned vehicles - generally Police Records]	GC 34090	2 years

Legal Authority Abbreviations

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CFR	Code of Federal Regulations	IRS	Internal Revenue Service	USC	United States Code
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RECORDS RETENTION SCHEDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney,
unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Code Enforcement, Liens & Releases	Utilities, abatement, licenses	GC 34090	2 years Permanent if document is recorded
Code Enforcement - Logs	Lien recovery	GC 34090	2 years
Code Enforcement Regulations	Includes rules	GC 34090	2 years
Code Enforcement Reports, Federal and State	Code enforcement statistics; may contain records affecting title to real property or liens thereon	GC 34090	Minimum 2 years; Permanent if records affect title or lien
Collective Bargaining Agreements		29 CFR 516.5	3 years
Community Surveys	Review final survey reports for historic significance	GC 34090	2 years
Complaints/Requests	Various files, non-code enforcement, not related to specific lawsuits involving the City and not otherwise specifically covered by the Retention Schedule.	GC 34090	2 years
Comprehensive Annual Financial Reports (CAFR)	Finance	GC 34090	2 years

Legal Authority Abbreviations

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RECORDS RETENTION . SCHEDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney,
unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Contracts, City	Original contracts and agreements and back-up materials.	CCP 337	4 years after termination/ completion
	Original contracts/agreements regarding the development of real property, design, specifications, surveying, planning, supervision, testing, or observation of construction or improvement to real property	CCP 337.15	10 years after termination/completion
Correspondence	General correspondence, including letters and e-mail; Various files, not related to specific cases and not otherwise specifically covered by the retention schedule.	GC 34090	2 years
Deeds, Real Property	File with recorded documents; originals may not be destroyed.	GC 34090	Permanent
Deferred Compensation Reports	Finance - pension/retirement funds	29 CFR 516.5	3 years
Demographic/ Statistical Data		GC 34090	2 years
Deposits, Receipts	Receipts for deposited checks, coins, currency	GC 34090 CCP 337	Until audited + 4 years
DMV Driver Information Reports	Personnel--Not a public record.	GC 34090 GC 6254(c)	Until superseded
Development Conditions	Mitigation measures; filed with project files	GC 34090	For the life of the project

Legal Authority Abbreviations

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CFR	Code of Federal Regulations	IRS	Internal Revenue Service	USC	United States Code
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RECORDS RETENTION SCHEDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney,
unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Development Agreements	Infrastructure contracts, franchises. Original maintained for seven years.	CCP 337, 337.1, CCP 337.15 GC 34090 48 CFR 4.703	Permanent
Development, General Subject Files	Internal working files including correspondence	GC 34090	2 years
Development, Incident Files	Emergency Call Outs	GC 34090	2 years
Development Logs	Logs, registers or similar records listing permits, certificates of occupancy issued, may include inspection, building activity, daily, plan check, utility	GC 34090(a) GC 4003, GC 4004 H&S 19850 - 19853	5 years
Development, Photographs	Aerial Photographs	GC 30490	Current + 2 years
Development, Projects-Not completed or denied	Building, engineering, planning	GC 34090	2 years
Development, Reports	Activity, Periodic	GC 34090	2 years
Development, Seismic Retrofit Program	Includes Certificates of Compliance	GC 34090	Permanent
Development, Street Names and House Numbers	Street dedications, closings, address assignment/changes	GC 34090	Permanent

Legal Authority Abbreviations

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RECORDS RETENTION . SCHEDULE FOR CITIES

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unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Development, Studies, Special Projects & Areas	Engineering, joint powers, noise, transportation	GC 34090	2 years
Development, Surveys	Recording data and maps	GC 34090	Permanent
Development Standards	Landscape mediums, parkway landscape development, public works construction	GC 34090	Permanent
Drawings, Project Plan	Does not include those usually filed with case or project.	GC 34090	2 years
Easements, Real Property	File with recorded documents; originals may not be destroyed.	GC 34090	Permanent
Economic Development Projects	Administrative records/Staff reports/Project files	GC 34090	2 years
Economic Interest Statements - Form 700 (copies) (elected officials)	Copies of original statements of elected officials forwarded to Fair Political Practices Commission.	GC 81009(f), (g)	4 years (can image after 2 years)
Economic Interest Statements - Form 700 (originals) (non-elected)	Originals of statements of designated employees	GC 81009(e), (g)	7 years (can image after 2 years)
Election - Administrative Documents	Not ballot cards or absentee voter lists/applications.	GC 34090	2 years
Election – Affidavit Index		EC 17001	5 years

Legal Authority Abbreviations

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Election - Ballots and Related Documents	STATE & LOCAL ELECTIONS: All ballot cards (voted, spoiled, canceled) arranged by precinct, unused absentee ballots, ballot receipts, absent voter identification envelopes, absentee voter applications. May be destroyed subject to any pending contest.	EC 17302, 17306, 17505	6 months
Election - Ballots and identification envelope – Federal offices	For elections to Federal office (President, Vice President, US Senator, US Representative)	EC 17301	22 months
Election - Ballots - Prop. 218 (Assessment Districts)	Property related fees (Assessment Ballot proceeding)	California Constitution Art. XIII	Permanent
Election - Canvass	Notifications and Publication of Election Records used to compile final election results, including tally sheets, voting machine tabulation, detailed breakdown of results; special election results	EC 17304	6 months
Election - Certificates of Election	Certificates of election; original reports and statements	GC 81009(a)(d)	Termination + 4 years
Election - Charter Amendments/Measures	Chapter designations by Secretary of State following adoption of voters	GC 34458-60 GC 34090	Permanent

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Election - Election Official's Package of Documents	Package of 2 tally sheets, copy of index, challenge lists, assisted voters list. Public record - all voters may inspect after commencement of official canvass of voters	EC 17304	6 months
Election - Nomination Documents - successful	All nomination documents and signatures in lieu of filing petitions	EC 17100	during term and 4 years after
Election - Nomination Documents - unsuccessful		GC 81009(b)	5 years
Election Petitions - Initiative/Recall/Ref. Charter Amendments	Not a public record - documents resulting in an election - retention is from election certification.	EC 17200, 17400 GC 6253.5; EC 17400; GC 34458-60	8 months
Election Petitions - No election	Not a public record. Not resulting in an election. Retention is from final examination.	EC 17200, 17400 GC 6253.5	8 months
Election - Precinct Records	From date of election: Precinct official material; declaration of intention; precinct board member applications; orders appointing members of precinct boards and designating polling places includes notice of appointment of office and record of service	EC 17503	5 months
Election - Roster of Voters	From date of election; initiative; referendum recall; general municipal election; Charter Amendments	EC 17300	5 years

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Election - Voter Affidavits		EC 17000	5 years
Election - Voter Registration Signature Copy	Fire, special or school district	EC 17000	5 years
Employee Bonds	Personal fidelity bonds	GC 34090	While current + 2 years
Employee Files	Personnel--Not a public record.	GC 12946 GC 6254(c)	While current + 2 years
Employee Information, General	Name, address, date of birth, occupation, rate of pay and weekly compensation earned	GC 12946 29 CFR 1627.3 LC 1174	3 years
Employee Information - CEIR	Personnel--California Employer Information Report (for employers of 100 or more employees)	2 CCR 7287(a), 2 CCR 7287(c)(2) GC 12946	2 years
Employee Information - Applicant Identification Records	Personnel--Data regarding race, sex, national origin of applicants	2 CCR 7287(b), (c)(2)	2 years

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RECORDS RETENTION . SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Employee, Medical & Exposure Records (toxic substances or harmful physical agents)	Medical records are part of personnel file --not a public record. Includes medical records made or maintained by a physician, nurse, or other health care personnel, or technician pertaining to employees exposed to toxic substances or harmful physical agents. Does <u>not</u> include first-aid records of one-time treatment made on-site by a non-physician or observation of minor scratches, cuts, burns, splinters, etc., which do not involve medical treatment, loss of consciousness, restriction of work or motion, or transfer to another job. (For employees of less than 1 year, no need to retain medical records regarding exposure to toxic substances/harmful physical agents if they are returned to employee upon termination)	GC 6254(c) 29 CFR 1910.1020 8 CCR 3204 (d)(1)(A)(B)	Length of employment + 30 years
Employee, Motor Vehicle Pulls (DMV)		GC 12946	2 years

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RECORDS RETENTION . SCHEDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney,
unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Employee, Noise Exposure	Noise exposure measurement records Employee audiometric test records	8 CCR 5100 8 CCR 5100	Current + 2 years Length of employment
Employee, Non-safety	Non-safety employee records may include release authorizations; certifications; reassignments; outside employment; commendations, disciplinary actions; terminations; oaths of office; pre-employment medical evaluations; fingerprints; identification cards (ID's)	29 CFR 1627.3 GC 12946 GC 34090	Length of employment + 3 years
Employee Programs	Includes EAP and Recognition	GC 34090 GC 12946	2 years
Employee, Recruitment	Alternate lists/logs, ethnicity disclosures, examination materials, examination answer sheets, job bulletins	GC 12946 GC 34090 29 CFR 1602.31 29 CFR 1627.3	2 years
Employee, Reports	Employee statistics, benefit activity, liability loss	GC 34090	2 years

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EC	Elections Code (California)	LC	Labor Code (California)		

RECORDS RETENTION SCHEDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney,
unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Employee, Safety	Police (except for peace officers), fire, emergency employees- - records may include release authorizations; certifications; reassignments; outside employment; commendations; disciplinary actions; terminations; oaths of office; pre- employment medical evaluations	29 CFR 1627.3 29 CFR 1602.31 29 CFR 516.6 et. seq. 45 CFR 1068.6(a) GC 34090 GC 12946	Length of employment + 3 years
	Peace officer personnel records	Op.Atty.Gen. No. 99-1111 [May 2, 2000]	Length of employment + 5 years
Employee Rights - General		GC 12946 29 CFR 1602.14	Length of employment + 2 years
Employment Applications - Not Hired	Applications submitted for existing or anticipated job openings, including any records pertaining to failure or refusal to hire applicant	GC 34090 GC 12946 29 CFR 1627.3	2 years

Legal Authority Abbreviations

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CFR	Code of Federal Regulations	IRS	Internal Revenue Service	USC	United States Code
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RECORDS RETENTION . SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Employment Eligibility Verification (I-9 Forms)	Federal Immigration and Nationality Act; Immigration Reform/Control Act 1986	8 USC 1324a (b)(3) Pub. Law 99-603	3 years after date of hire, or 1 year after date of termination, whichever is later
Employment - Surveys and Studies	Includes classification, wage rates	GC 12946 GC 34090 29 CFR 516.6	2 years
Employment - Training Records, Non-Safety	Volunteer program training - class training materials, internships	GC 34090 GC 12946	Length of employment + 2 years
Employment - Personnel (by name)	Paperwork documenting internal and external training	GC 34090	Length of employment + 2 years
Employment - Public Safety	Certification/designations	GC 34090	Length of employment + 2 years
Employment - Vehicle Mileage Reimbursement Rates	Annual mileage reimbursement rates	GC 34090	Until superseded + 2 years
Engineering Capital Improvement Projects	Supporting documentation including bidders list, specifications, reports, plans, work orders, schedules, etc.	GC 34090	Project completion + 2 years

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Engineering Construction Tracking, Daily		CCP 337.15	Project completion + 10 years
Engineering Drawings, Traffic Control Plan	Signs, signing and striping, road construction	GC 34090	Permanent
Engineering Flood Control	Storm Drains	GC 34090	Permanent
Engineering Special Districts	Supporting documents re: improvement, lighting, underground utility; bonds, taxes and construction	GC 34090	Permanent
Engineering Street/Alley (Abandonment/Vacation)	Relinquishment of rights and fee title	GC 34090	Permanent
Engineering Traffic Signals	Counts, collisions, accidents	GC 34090	Completion + 2 years
Environmental Quality Air Quality (AQMD)	Participants/voucher logs, Total Daily Mileage Survey (TDM); various local authorities; Commute Alternative	CCP 338(k); GC 34090	3 years
Environmental Quality Asbestos	Documents, abatement projects, public buildings	GC 34090	Permanent

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Environmental Quality California Environmental Quality Act (CEQA)	Exemptions, Environmental Impact Report, Mitigation monitoring, negative declaration, notices of completion and determination, comments, statements of overriding considerations	GC 34090 CEQA Guidelines	Permanent
Environmental Quality Congestion Management	Ride sharing, trip management	GC 34090	Completion + 2 years
Environmental Quality Environmental Review	Correspondence, consultants, issues, conservation	GC 34090	Completion + 2 years
Environmental Quality Pest Control	Pesticide applications, inspections and sampling, documents	GC 34090	Completion + 2 years
Environmental Quality Soil	Analysis, construction recommendations	GC 34090	Completion + 2 years
Environmental Quality Soil Reports	Final Reports	GC 34090	Permanent
ERISA Records	Employee Retirement Income Security Act of 1974 - plan reports, certified information filed	29 USC 1027	6 years
ERISA Records	Employee Retirement Income Security Act of 1974 - records of benefits due	29 USC 1059	Indefinitely

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Ethics Training Records (AB 1234; effective 1/1/06)	Records required to be kept under Gov. Code section 53235.2 (effective 1/1/06). Records must show dates that local officials satisfied the training requirements and the entity that provided the training	GC 53235.2	5 years after receipt of training
Events Planning, Community	Review for historic significance	GC 34090	2 years
Family and Medical Leave Act (federal)	Records of leave taken, City policies relating to leave, notices, communications relating to taking leave	29 CFR 825.500 GC 12946	3 years (federal) 2 years (State)
Federal Tax Records	May include Forms 1096, 1099, W-4 and W-2	29 USC 436 26 CFR 31.6001.1-4 26 CFR 31.6001-1(c) 29 CFR 516.5-516.6	6 years
Fee Schedules/Studies	Considered by the City Council	GC 34090	2 years
Fire Protection District Administration	Administrative documents.	GC 34090	2 years

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Fire Safety Administration	General orders, policies & procedures	GC 34090	Until superseded + 2 years
Fixed Assets Inventory	Reflects purchase date, cost, account number	GC 34090	Until audited + 2 years
Fixed Assets Surplus Property	Auction; disposal – Listing of property; sealed bid sales of equipment	GC 34090 CCP 337	Until audited + 4 years
Fixed Assets Vehicle Ownership & Title	Title transfers when vehicle is sold.	VC 9900 et. seq.	Until sold
Flood Plain Maps	FEMA - not a City record, for information only.		Until Superseded
Forms	Administrative - blank		Until Superseded
Fund Transfers	Internal; bank transfers & wires	GC 34090	Until audited + 2 years
General Ledgers	All annual financial summaries--all agencies	GC 34090 CCP 337	Until audited + 4 years Sec. of State Guidelines recommends permanent retention

Legal Authority Abbreviations

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
General Plan	Image on completion. 1 paper copy in library until superseded.	GC 34090	Until Completed
General Plan Amendments	Image on completion.	GC 34090	Until Completed
Gifts/Bequests	Finance - to the City (kept with cash receipts)	GC 34090	2 years
Grading Permits		GC 34090	Until completed + 2 years
Grading Variances		GC 34090	Until completed + 2 years
Grants Community Development Block Grant (CDBG); Urban Development; other Federal and State grants	Grants documents and all supporting documents: applications, reports, contracts, project files, proposals, statements, sub-recipient dockets, environmental review, grant documents, inventory, consolidated plan, etc.	GC 34090 24 CFR 570.502 24 CFR 85.42	Until completed + 4 years
Grants - Unsuccessful	Applications not entitled	GC 34090	2 years
Hazardous Materials & Hazardous Waste Disposal Records	Examples of hazardous materials/hazardous waste: medical waste; used oil; pesticides	HSC 117945 HSC 118165 22 CCR 66279.91 3 CCR 6624(g)	3 years
Hazardous Materials - Permits, Hazardous Materials Storage	[Permanent retention of environmentally sensitive materials is recommended]	GC 34090	While current + 2 years

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Hazardous Materials - Programs, Household Hazardous Waste	Documents regarding federal, State or local programs on disposal of household hazardous waste	GC 34090	Until superseded + 2 years
Hazardous Materials - Exposure Records, etc.	Employee exposure records; name/identity of chemical substance used; when & where chemical substance was used	8 CCR 3204(d) et. seq.	Length of employment + 30 years
Hazardous Materials - Underground Storage Tank Compliance	Documents regarding: storage, location, installation, removal, remediation	GC 34090	Permanent
Hazardous Materials - Underground Storage Tank Maintenance and Repair	Documents regarding: repairs, lining and upgrades	23 CCR 2660(j), 2712	For the life of the tank
Historic Preservation Inventory	Records of historic landmarks, including historic register	GC 34090	Current + 2 years
Home Occupation Permits	Business license related	GC 34090	Current + 2 years
Housing Programs	Planning/ Redevelopment Agency files.	GC 34090	Current + 2 years
Housing Programs	Includes comprehensive Housing Authority Strategy, Meeting Credit Certificates, Housing Bond Advisory, HOME, In-Lieu Housing Mitigation, Low/Moderate Housing, Rental Housing Assistance	24 CFR 570.502 24 CFR 85.42	4 years

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Information Services, Internet/World Wide Web	Management policies and supporting documentation	GC 34090	Until superseded + 2 years
Information Systems, Inventory	Hardware/software inventory logs; systems manuals	GC 34090	Until superseded + 2 years
Information Systems, Network Information Systems (LAN/WAN)	Configuration maps and plans	GC 34090	2 years
Information Systems, Program Files and Directories		GC 34090	2 years
Information Systems, Tapes	System generation	GC 34090	2 years
Insurance	Personnel related	GC 34090	Until Superseded
Insurance, Joint Powers Agreement	Accreditation, MOU, agreements and agendas	GC 34090	Current + 2 years
Insurance Certificates, City	Liability, performance bonds, employee bonds, property; Insurance certificates filed separately from contracts, includes insurance filed by licensees.	GC 34090	Until superseded
Insurance, Liability/Property	May include liability, property, Certificates of Participation, deferred, use of facilities	GC 34090	Until superseded

Legal Authority Abbreviations

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Insurance, Risk Management Reports	Federal OSHA Forms; Loss Analysis Report; Safety Reports; Actuarial Studies	29 CFR 1904.44 GC 34090	5 years (Federal) 2 years (State)
Investment Reports, Transactions	Summary of transactions, inventory and earnings report	GC 34090 CCP 337	Until audited + 4 years
Invoices	Copies sent for fees owed, billing, related documents	GC 34090	Until audited + 2 years
Land Use and Development Code		GC 34090	Until superseded
Legal Notices/Affidavits of Publication		GC 34090	2 years
Legal Opinions	Confidential – not for public disclosure (attorney-client privilege)	GC 34090	Until superseded + 2 years
Licenses/Permits – Special (Events; Solicitation)	This category DOES NOT include business licenses/permits	GC 34090	Current + 2 years
Litigation	Case files	GC 34090	Until settled + 2 years
Local Appointments List (“Maddy List”)	List of all regular and ongoing boards, commissions, and committees appointed by the City Council – pursuant to the Maddy Local Appointive List Act	GC 54970 GC 34090	Until superseded (new list prepared each Dec. 31 st)
Lot Line Adjustments	Land use - case files.	GC 34090	Permanent
Maintenance Manuals	Equipment service/maintenance	GC 34090	Until superseded

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Maintenance/Repair Records	Equipment	GC 34090	2 years
Maps & Plats	Engineering & field notes and profiles; cross section of roads, streets, right-of-way, bridges; may include annexations, parks, tracts, block, storm drains, water easements, bench marks, trees, grading, landfill, fire hydrants, base maps, etc.	GC 34090	Permanent
Marketing, Promotional	Brochures, announcements, etc.	GC 34090	2 years
Master Plans, Annual	Special or long range program plan for municipalities – coordination of services; strategic planning	GC 34090	2 years
Materials Board, Renderings Boards & Photographs	Planning/Engineering	GC 34090	2 years
Minutes	Council/Redevelopment Agency/Commissions. Documents are to be imaged immediately. Paper records are to be maintained permanently by the City Clerk Division.	GC 34090(e)	Permanent
Municipal Code	Cities may wish to retain old versions for historic value.	GC 34090	Until superseded
Municipal Facilities Construction	Contains records regarding plans, design, construction, conversion or modification of local government-owned facilities, structures and systems	GC 34090 H&S 19850	For the life of the building

Legal Authority Abbreviations

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Municipal Facilities Facility Rentals; Use	Permits, contracts, diagrams, schedules, insurance binders	GC 34090	Current + 2 years
Municipal Facilities Maintenance and Operations	Service requests, invoices supporting documentation, buildings, equipment, field engineering, public facilities including work orders and graffiti removal	GC 34090	2 years
Neighborhood Planning	Area and neighborhood Planning case records.	GC 34090	Until Completed
Newsletter, City	May wish to retain permanently for historic reference.	GC 34090	2 years
Notices – Public Meetings	Special Meetings	GC 34090	2 years
NPDES Permits – sewage/sludge	National Pollutant Discharge Elimination System (NPDES) – permit – sewage sludge use and disposal – monitoring records	40 CFR 503.17	5 years
NPDES Permits -	NPDES permit - monitoring information, including calibration and maintenance records, original strip chart recordings, required reports and all data used to complete the permit application	40 CFR 122.41	3 years
Nuisance Abatement	Includes citations (not police), nuisance abatement, and liens resulting from nuisance abatement.	GC 34090	Until settled + two years
Oaths of Office	Elected and public officials (i.e., Council members; commissioners; etc.)	GC 34090 29 USC 1113 Sec. of State Guidelines	Current plus 6 years

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Offers of Dedication		GC 34090	Until Completed
Ordinances	Vital records - originals may never be destroyed. Image immediately.	GC 34090(e)	Permanent
OSHA	OSHA Log 200, Supplementary Record, Annual Summary (Federal & State-Cal-OSHA)	LC 6410; 8 CCR 14300.33 29 CFR 1904.2 - 1904.6	5 years
OSHA (Accident/Illness Reports)	Personnel - Employee Exposure Records & Employee Medical Records Not a public record	LC 6410; 8 CCR 14300.33; 8 CCR. 3204; GC 6254(c)	Duration of employment plus 30 years
Paramedic Services	Documents other than original contracts.	GC 34090	2 years
Parcel Map Waivers	Land use - planning case files	GC 34090	Permanent
Parcel Maps	Land use - planning/engineering case files	GC 34090	Permanent
Parking Citations	Includes administrative parking citations and appeals	GC 34090	Until settled/adjudicated + 2 years
Parking Studies	Engineering	GC 34090	2 years

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RECORDS RETENTION . EDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney,
unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Payroll - Federal/State Reports	Annual W-2's, W-4's, Form 1099s, etc.; quarterly and year-end reports	29 USC 436 26 CFR 31.6001-4 R&TC 19530 R&TC 19704 IRC 6001 IRS Reg. 301.6501(a)-1 26 CFR 31.6001-1(e) 29 CFR 516.5 – 516.6	6 years
Payroll Deduction/ Authorizations	Finance	29 CFR 516.6(c)	While Current
Payroll records, terminated employees	Finance files	29 CFR 516.5	3 years from date of last entry

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Payroll, registers	Finance Labor costs by employee & program	29 CFR 516.5(a) LC 1174(d)	3 years (Sec. of State Guidelines – recommended permanent retention)
Payroll, time cards/sheets	Employee	29 CFR 516.6(a)(1) LC 1174(d)	2 years (Sec. of State guidelines – recommended retention: until audited + 6 years)
Payroll - Wage Rates / Job Classifications	Employee records	LC 1197.5(d) LC 1174(d) GC 34090 GC 12946 29 CFR 516.6 29 CFR 1602.4 29 CFR 1627.3	While current + 3 years
Permits, Construction	Other than building permits - For signs, grading, encroachment, including blueprints and specifications	GC 34090	Until completed + 2 years

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RECORDS RETENTION SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Permits, Other	Alterations, encroachment, excavations, road, street sidewalks & curb alterations, transportation, swimming pool drainage, temporary uses, etc.	GC 34090	Until completed + 2 years
PERS - Employee Benefits	Retirement Plan	29 USC 1027	6 years
Personnel Records	Payroll or other records containing name, address, date of birth, occupation, rate of pay, etc., including records relating to promotion, demotion, transfer, lay-off, termination	29 CFR 1627.3	3 years
Personnel Rules and Regulations	Including employee handbook	GC 34090	Until superseded + 2 years
Petitions	Submitted to legislative bodies	GC 34090	Current + 2 years
Planning Commissioners	Applications and other documents relating to commissioners.	GC 34090	Until Superseded + 2 years
Police - Administration Investigations Administrative/Internal	Initiated by citizen complaints or internally initiated; includes complaint, reports, findings [Detailed listings of retention periods for police and other public safety records should be governed by a separate records retention schedule.]	PC 832.5 EVC 1045 PC 801.5	Until closed + 5 years
Policies, Administrative	All policies and procedures, directives rendered by Council not assigned a resolution or ordinance number	GC 34090	Until Superseded + 2 years

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Policies, Council/ RDA/Commissions	Original policies adopted by the City Council/RDA/ Commissions. Imaged immediately as part of Council packet or minutes.	GC 34090	Until Superseded
Political Support/Opposition, Requests & Responses	Related to legislation.	GC 34090	2 years
Press Releases	City related.	GC 34090	2 years
Procedure Manuals	Administrative.	GC 34090	Until superseded + 2 years
Proclamations	City issued proclamations	GC 34090	2 years
Property, Abandonment	Buildings, condemnation, demolition	GC 34090	Permanent
Property Acquisition/ Disposition	City and RDA owned. Supporting documents regarding sale, purchase, exchange, lease or rental of property by City	CCP 337.15	10 years
Public Records Request	Requests from the public to inspect or copy public documents	GC 34090	2 years
Purchasing RFQ's, RFP's	Requests for Qualifications; Requests for Proposals regarding goods and services	GC 34090	Current + 2 years
Purchasing, Requisitions, Purchase Orders	Original Documents	GC 34090 CCP 337	Until audited + 4 years

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Recordings - audiotaped (for preparation of meeting minutes)	Council/Commission/ Redevelopment Agency meetings	GC 34090 64 Ops.Atty.Gen 317	Until no longer required for preparation of minutes (after minutes are approved)
Recordings - routine video monitoring, telephone, and radio communications	Routine daily taping/recording of telephone communications & radio communications; routine video monitoring including in-car video systems, jail observation/monitoring systems, building security systems	GC 34090, 34090.6	Videos - 1 year; Phone & Radio communications - 100 days (destruction must be approved by City Council & City Attorney)
Recordings, videotaped – meetings of legislative bodies	Tapes of public meetings made by or at the direction of the city (e.g., Council/Commission/Redevelopment Agency meetings)	GC 54953.5	30 days
Recordings, videotaped –	Other than videotapes of public meetings; Considered duplicate records if another record of the same event is kept (i.e., written minutes)	GC 34090, 34090.7	90 days after event is recorded
Records Management Disposition Certification	Documentation of final disposition of records	GC 34090	Permanent
Records Retention Schedules		GC 34090	Current + 2 years
Recruitments and Selection	Records relating to hiring, promotion, selection for training	29 CFR 1627.3	3 years
Refuse Collection	General administrative records	GC 34090	2 years

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RECORDS RETENTION . SCHEDULE FOR CITIES

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Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Registration Forms	Human Services Recreation Programs	GC 34090	2 years
Release Forms/Waivers	Human Services Recreation Programs	GC 34090	2 years
Resolutions	Vital records - originals may never be destroyed. Image immediately.	GC 34090(e)	Permanent
Returned Checks	Finance-NSF (not City checks)	GC 34090	2 years after audit
Salary Surveys		GC 34090	2 years
Sewer Construction/Improvement/Maintenance	Administrative records.	GC 34090	2 years
Sister Cities	Correspondence, etc. (May wish to retain permanently for historic reference.)	GC 34090	2 years
Social Events/Celebrations	Review for historic significance, only documents deemed significant will be imaged and maintained permanently.*	GC 34090	2 years
Speed Surveys	Engineering	GC 34090	Until superseded plus 2 years
State Controller	Annual reports.	GC 34090	2 years
Stop Payments	Finance - bank statements	GC 34090	2 years
Storm Drain Construction/Improvement/Maintenance	Administrative records.	GC 34090	2 years

Legal Authority Abbreviations

CCP	Code of Civil Procedure (California)	GC	Government Code (California)	PC	Penal Code (California)
CCR	California Code of Regulations	IRC	Internal Revenue Code	R&TC	Revenue & Taxation Code (California)
CFR	Code of Federal Regulations	IRS	Internal Revenue Service	USC	United States Code
EC	Elections Code (California)	LC	Labor Code (California)		

RECORDS RETENTION . SCHEDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney,
unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Street Construction/Improvements	Administrative records	GC 34090	2 years
Street Vacations	Offers to dedicate; drainage; access rights, etc.	GC 34090	Permanent
Studies, Various City		GC 34090	While current + 2 years
Taxes, Special	Special tax levied by a local agency on a per parcel basis	CCP 338	Until audited + 3 years
Unemployment Insurance Records		IRC 3301-3311	4 years
Utility Services - Applications	Applications for utility connections, disconnects, registers, service	GC 34090	Completion + 2 years
Utility Services - Billing Records	Customer name, service address, meter reading, usage, payments, applications/cancellations	GC 34090	Until audited + 2 years
Utility Services - Journals, Utility Billing	Billing including monthly activity	GC 34090	Until audited + 2 years
Utility Services - Meter Reading; Reports		GC 34090	Current + 2 years
Utility Services - Utility Rebates, Reports		GC 34090	Current + 2 years
Vouchers - Payments	Account postings with supporting documents	GC 34090 CCP 337	Until audited + 4 years

Legal Authority Abbreviations

CCP	Code of Civil Procedure (California)	GC	Government Code (California)	PC	Penal Code (California)
CCR	California Code of Regulations	IRC	Internal Revenue Code	R&TC	Revenue & Taxation Code (California)
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RECORDS RETENTION SCHEDULE FOR CITIES

Destruction of any City record must have City Council approval and written consent from the City Attorney,
unless otherwise provided by law. (Gov. Code § 34090.)

Category of Record	Description or Example of Record	Legal Authority	Legal Retention Period
Warrant Register/Check Register	Record of checks issued; approved by legislative body (copy is normally retained as part of agenda packet information)	GC 34090	Until audited + 2 years
Waste Management	Solid Waste – Administrative documents	GC 34090	2 years
Workers Compensation Files	Work-injury claims (including denied claims); claim files, reports, etc.	8 CCR 10102 8 CCR 15400.2	Until settled + 5 years

Legal Authority Abbreviations

CCP	Code of Civil Procedure (California)	GC	Government Code (California)	PC	Penal Code (California)
CCR	California Code of Regulations	IRC	Internal Revenue Code	R&TC	Revenue & Taxation Code (California)
CFR	Code of Federal Regulations	IRS	Internal Revenue Service	USC	United States Code
EC	Elections Code (California)	LC	Labor Code (California)		

RESOLUTION NO. 6457

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD,
CALIFORNIA AUTHORIZING THE DESTRUCTION OF OBSOLETE CITY
RECORDS**

WHEREAS, Resolution 5478 sets forth the City of Maywood ("City") adopted Records Retentions Policy in conformance with Government Code Section 34090 ("Policy");

WHEREAS, the Policy sets forth the retention period for records of the City and authorizes the destruction of certain records and documents by a department head, with the approval of the legislative body by resolution and the written consent of the City Attorney; and

WHEREAS, the City Manager, Human Resource Manager, Deputy Director of Building and Planning recommend that certain obsolete records identified on Exhibit A are no longer required or necessary; and

WHEREAS, the City Attorney has given written consent for the destruction of the records herein set forth as Exhibit A;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD
DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:**

Section 1. The City Council hereby finds and determines that the records identified on Exhibit A are older than the applicable retention period set forth in the City's Policy and are no longer needed or required to be kept by statute or law.

Section 2. The City Council hereby authorizes and directs the destruction of the records described on Exhibit A in accordance with the terms and conditions of the City's Policy.

Section 3. This Resolution shall be effective immediately upon its passage and approval.

Section 4. 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 22nd day of April.

Heber Marquez, Mayor

ATTEST:

Jennifer E. Vasquez, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Jennifer E. Vasquez, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6457 was adopted at a regular meeting of the City Council of the City of Maywood held on the 22nd day of April, 2026 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Jennifer E. Vasquez, City Clerk



REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

TO: MIGUEL LEON, DEPUTY CITY CLERK

FROM: NANCY RODRIGUEZ, HUMAN RESOURCES MANAGER,
DEPARTMENT HEAD

I am requesting approval to destroy the obsolete records listed below:

Date	Type of Record	Name	Type	ID	Social Security	DOB	Address	
11/29/2005 - 12/10/2013	Personnel File	Aguirre, Felipe	Council Member	101	359-46-0686	5/26/1952	4020 1/2 E Slauson Ave, CA 90270	Personnel File Records, I-9 Form, Benefits Enrollment, Certificates, Letters, Memos, Wage Salary
11/29/2005 - 12/10/2013	Treasurer Checks	Aguirre, Felipe	Council Member	101	359-46-0686	5/26/1952	4020 1/2 E Slauson Ave, CA 90270	Maywood Checks
07/31/2018 - 4/3/2020	Personnel File	Alvarez, Carlos	Council Member	n/a	552-77-5375	8/22/1983	6147 Helitrope Ave #A Maywood, CA 90270	Personnel File; Benefits Enrollment, CalPERS Enrollment, Certificates
12/4/2007	Personnel File	Bravo Ramirez, Patricia	City Clerk	1093	565-97-0520	8/12/1985	6000 Mayflower Ave Maywood, CA 90270	Personnel File, Certificates, Personnel Action Forms, Benefits Enrollment, Payroll Records, Application of Employment, W-4 Form, I-9 Form
6/16/1982 - 02/16/2005	Personnel File	Cota, Jim	PT Recreation - Lifeguard	1880	563-57-2819	6/28/1961	2543 Gaspar Ave Commerce, CA 90040	Personnel Action Forms, W-4 Form, I-9 Form, Application of Employment, Certificates
7/1/2008	Personnel File	Covarrubias, Maria Cristina	Clerk	1951	640-09-1349	7/24/1986	2835 California St, Walnut Park CA 90255	Personnel Action Forms, W-4 Form, I-9 Form
12/5/2007	Personnel File	Guardado, Veronica	Council Member	2043	572-17-7485	6/18/1961	5125 E 60th Place Maywood, CA 90270	Pre-Employment Forms, Personnel Action Forms, Benefits Enrollment, Wage and Salary, Payroll Records, Certificates
8/10/2002 - 07/29/2004	Personnel File	Hernandez, Richard G	Custodian	3637	573-60-1899	9/13/1997	1509 S. Downey Rd Los Angeles, CA 90023	I-9 Form, W-4 Forms, Application of Employment, EDD Forms, Personnel Action Form
07/01/1999 - 10/30/2015	Personnel File	Huerta, Victor Manuel	PT Recreation	3689	556-13-3639	9/2/1960	6644 San Carlos St Paramount, CA 90723	I-9 Form, W-4 Forms, Application of Employment, EDD Forms, Personnel Action Form, Certificate from American Red Cross
12/29/2013 - 10/18/2015	Timesheets	Huerta, Victor Manuel	PT Recreation	3689	556-13-3639	9/2/1960	6644 San Carlos St Paramount, CA 90723	Timesheets from pay periods 12/29/2013 - 10/18/2015
3/11/2008 - 04/04/2013	Personnel File	Leal, Daniel	Lifeguard	4402	624-18-3358	2/18/1988	61270 King Ave Apt B Maywood, CA 90270	Personnel Action Form, Application of Employment, Live Scan, W-4 Form, Payroll (direct deposit), I-9 Form
12/26/2006 - 05/20/2009	Personnel File	Ledesma, Karina	PT Recreation	4435	615-96-6692	11/22/1988	4811 E 60th Pl Maywood, CA 90270	Personnel Action Form, Application of Employment, Live Scan, W-4 Form, Payroll (direct deposit), I-9 Form, Physical Exam

Request for destruction of obsolete records
Page 2 of 3

Date	Type of Record	Name	Type	ID	Social Security	DOB	Address	
4/4/2013 - 05/31/2013	Personnel File	Lopez, Alberto	Custodian	n/a	613-64-5055	4/10/1993	3559 E 52nd St Maywood, CA 90270	Personnel Action Form, Application of Employment, Live Scan, W-4 Form, Payroll (direct deposit), I-9 Form
2/12/2011 - 02/01/2016	Personnel File	Magana, Oscar	Council Member	5245	556-69-1360	10/23/1981	4914 E 59th Pl Maywood, CA 90270	W-4 Form, Personnel Records, Certificates, I-9 Form, Benefits, CalPERS Enrollment, Payroll Records, Direct Deposit, Personnel Action Forms
1/9/2012	Personnel File	Ramirez, Evelyn	Intern	n/a	603-62-3905	12/24/1992	4516 E 53rd Street Maywood, CA 90270	Application for Employment, W-4 Form
1/9/2012	Timesheets	Ramirez, Evelyn	Intern	n/a	603-62-3905	12/24/1992	4516 E 53rd Street Maywood, CA 90270	Timecards from 1/1/2012 - 1/14/2013; 1/15/2012 - 1/28/2012; 1/15/2012 - 1/28/2012
5/27/2014 - 8/9/2015	Timesheets	Ramirez, Jennipher	Admin Assistant Intern	n/a	n/a	n/a	n/a	Timesheets 5/27/2014 - 8/9/2015
6/20/2006	Personnel File	Rizo, Ana R	City Council	7853	545-83-4229	7/11/1980	3812 E 57th St Maywood, CA 90270	Personnel Records, I-9 Form, Wages, Certificates, Benefits Enrollment
12/6/2010 - 12/01/2011	Personnel File	Robles, Mayra		7866	549-81-1360		1256 S Montebello, CA 90640	I-9 Form, W-4 Form, Personnel Action Form, EDD Forms
7/16/2008 - 6/30/2010	Personnel File	Rubio, Gisela	CDBG Coordinator	8132	546-63-1407	12/17/1978	8946 Evergreen Ave Apt A South Gate, CA 90280	Pre-Employment Forms, Personnel Action Forms, Benefits Enrollment, Wage and Salary, Payroll Records, Certificates
6/12/2006 - 06/30/2010	Personnel File	Sandoval, Lizeth	City Treasurer and Department Secretary	8655	565-83-7888	9/9/1981	3619 E 57th St Maywood, CA 90270	Personnel File, Pre-Employment Forms, Physical Exam, Application for Employment, EDD Forms, I-9 Form, Benefits, CalPERS Enrollment, Payroll Records, Personnel Action Forms, Performance Evaluation, W-4 Form
12/6/2004	Personnel File	Saucedo, Steve M	Parking Enforcement Officer	8674	548-61-5317	8/26/1964	4243 W 133 Hawthorne, CA 90250	Personnel File, Pre-Employment Forms, Physical Exam, Application for Employment, EDD Forms, I-9 Form, Benefits, CalPERS Enrollment, Payroll Records, Personnel Action Forms, Performance Evaluation, Payroll Checks
12/6/2004	Timesheets	Saucedo, Steve M	Parking Enforcement Officer	8674	548-61-5317	8/26/1964	4243 W 133 Hawthorne, CA 90250	12/29/2013 - 7/27/14 Timesheets
12/9/2009	Personnel File	Varela, Edward	Council Member	9220	573-17-5086	10/27/1968	4634 E 58th St Maywood, CA 90270	Employment Forms, Personnel Action Forms, Payroll Forms (W-4 Form, Direct Deposit), Wage/Salary, Benefits
2/15/2008	Personnel File	Vilchis, Leonardo	Planning Commisioner	9399	564-65-4553	8/4/1962	661 S Matthews Los Angeles, CA 90023	Certificates, I-9 Form, W-4 Form, Payroll Forms

(If additional space is needed, please attach additional pages)

Request for destruction of obsolete records
Page 3 of 3

(If additional space is needed, please attach additional pages)



Department Head

4/15/26

Date



City Attorney

4/16/2026

Date

The obsolete records described above (and on any attached pages) were approved by the city council for destruction on:

Date: 4/22/2026 Resolution No. 6457

The obsolete records described above (and on any attached pages) were destroyed under my supervision using the following method:

☐ Shredding

☐ Burning

☐ Other (specify method): _____

I certify that such destruction meets the requirements of the City's Records Retention and Destruction Policy and all applicable requirements of State and Federal Law.

Deputy City Clerk

Date



REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

TO: MIGUEL LEON, DEPUTY CITY CLERK

FROM: JENNIFER VASQUEZ, CITY CLERK, DEPARTMENT HEAD

I am requesting approval to destroy the obsolete records listed below:

DATE OF RECORD	DESCRIPTION OF RECORD
3/4/2003	116 Ballots General Municipal Election Absentee 3/4/2003 Red Box #1
3/4/2003	425 Ballots General Municipal Election Absentee 3/4/2003 Red Box #2
3/4/2003	138 Ballots General Municipal Election Precinct No. 1 3/4/2003 Red Box #3
3/4/2003	193 Ballots General Municipal Election Precinct No. 2 3/4/2003 Red Box #4
3/4/2003	163 Ballots General Municipal Election Precinct No. 5 3/4/2003 Red Box #5
3/4/2003	177 Ballots General Municipal Election Precinct No. 8 3/4/2003 Red Box #6
3/4/2003	130 Ballots General Municipal Election Precinct No. 10 3/4/2003 Red Box #7
3/4/2003	161 Ballots General Municipal Election Precinct No. 3 3/4/2003 Red Box #8
5/11/2004	Special Municipal Election Ballots Precinct No. 8 5/11/2004 Red Box # 9
5/11/2004	Special Municipal Election Ballots 5/11/2004 Precinct No. 10 Red Box # 10
5/11/2004	76 Ballots Special Municipal Election Precinct No. 5 5/11/2004 Red Box # 11

Request for destruction of obsolete records
Page 2 of 2

5/11/2004	102 Ballots Special Municipal Election Precinct No. 2 5/11/2004 Red Box # 12
5/11/2004	Special Municipal Election Ballots Absentee 5/11/2004 Red Box # 13
5/11/2004	Special Municipal Election Ballots Absentee 5/11/2004 Red Box # 14
5/11/2004	72 Ballots Special Municipal Election Precinct No. 3 5/11/2004 Box # 15
5/11/2004	Special Municipal Election Ballots Absentee 5/11/2004 Red Box # 16
10/1/1999	Ballot Headers PBC-38 White Box #17

(If additional space is needed, please attach additional pages)



Department Head


City Attorney

4/16/2026
Date
4/16/2026
Date

The obsolete records described above (and on any attached pages) were approved by the city council for destruction on:

Date: 4/22/2026 Resolution No. 6457

The obsolete records described above (and on any attached pages) were destroyed under my supervision using the following method:

☐ Shredding ☐ Burning
☐ Other (specify method): _____

I certify that such destruction meets the requirements of the City's Records Retention and Destruction Policy and all applicable requirements of State and Federal Law.

Deputy City Clerk

Date



REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

TO: MIGUEL LEON, DEPUTY CITY CLERK

FROM: DAISY GUERRRERO, DEPUTY DIRECTOR OF BUILDING & PLANNING, DEPARTMENT HEAD

I am requesting approval to destroy the obsolete records listed below:'

DATE OF RECORD	DESCRIPTION OF RECORD
January-August 2018	Citation Invoices January-August 2018 & Citation Dismiss/Void 2018 Folder
September-December 2018	Citation Invoices September-December 2018 & Parking Citation Mail Out Folder 2018
January-July 2019	Citation Invoices January-July 2019
August- December 2019	Citation Invoices August- December 2019 & Parking Citation Mail Out Folder 2019
January-March 2020	Citation Invoices January-March 2020
2017 & 2019	Overnight Parking Applications #00150-#002099 2017 & 2019
2018, 2019, & 2020	Overnight Parking Applications #002100-#003049 2018, 2019 & 2020
2017,2018, 2019, & 2020	Overnight Parking Applications #003085--#004249 2017,2018, 2019, & 2020
2017,2018, 2019, & 2020	Overnight Parking Applications #004250--#004899 2017,2018, 2019, & 2020

2018, 2019, 2020	Overnight Parking Applications #005950-#006099 2018, 2019, & 2020
2017, 2018, 2019	Overnight Parking Applications #005500-#005949 2017, 2018, 2019
2017, 2018, 2019 & 2020	Overnight Parking Applications #004900-#005449 2017, 2018, 2019 & 2020
2017, 2018 & 2019	CLOSED Overnight Parking Applications #000001-#006499 2017, 2018 & 2019
2018, 2019 & 2020	Overnight Parking Applications # 006100-006552 2018, 2019 & 2020
2017, 2018, 2019 & 2020	Overnight Parking Applications # 0001-001146 2017, 2018, 2019 & 2020

(If additional space is needed, please attach additional pages)



Department Head

April 15, 2020

Date



City Attorney

4-16-2020

Date

The obsolete records described above (and on any attached pages) were approved by the city council for destruction on:

Date: 4/22/2026

Resolution No. 6457

The obsolete records described above (and on any attached pages) were destroyed under my supervision using the following method:

☐ Shredding

☐ Burning

☐ Other (specify method): _____

I certify that such destruction meets the requirements of the City's Records Retention and Destruction Policy and all applicable requirements of State and Federal Law.

Deputy City Clerk

Date

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: ACCEPTANCE OF 52ND STREET/ 52ND PLACE SEWER IMPROVEMENT PROJECT, CITY PROJECT NO. 6105 AND ALLOCATION OF THE REMAINING REIMBURSABLE FEDERAL EPA GRANT FUNDS, IN THE AMOUNT OF \$118,842.74

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the 52nd Street/ 52nd Place Sewer Improvement Project performed by CEM Construction Corporation as complete; and
2. Authorize the City Manager to file a project with the Notice of Completion with the County of Los Angeles Recorder's Office; and
3. Authorize the City Manager to release the 5% retention payment to CEM Construction Corporation 35 days following the recording of the Notice of Completion pursuant to contract documents; and
4. Allocate the additional remaining reimbursable, unappropriated Federal EPA Grant Funds, in the amount of \$118,842.74 to cover the total project cost

BACKGROUND:

On March 20, 2025, staff advertised Notice Inviting Bids (NIB) on the local newspaper in conformance with City of Maywood Municipal Code Section 3-7.04.

On May 6, 2025, at 2:00 PM, a total of five (5) bids were received. Staff conducted a bid analysis based on the base bid amounts for the apparent low bidder, CEM Construction Corporation, and verified their CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files, and references. Based on the bid analysis, CEM Construction Corporation was found to be the lowest responsive and responsible bidder.

On June 25, 2025, the City Council awarded a construction contract for \$696,567.00 to CEM Construction Corporation for the 52nd Street/ 52nd Place Sewer Improvement Project and authorized Transtech to perform construction management and inspection services.

DISCUSSION:

On August 27, CEM Construction Corporation commenced construction work for the 52nd Street/ 52nd Place Sewer Improvement Project. The project included the replacement of approximately 1,415 feet of existing 8-

inch sewer main and pavement rehabilitation of the existing Asphalt Concrete pavement on 52nd Street between Fishburn Avenue and 52nd Place and 52nd Place between 52nd Street and Cudahy Avenue, and other incidental and appurtenant work necessary for the proper construction of the project. All improvements have been completed satisfactorily, and in conformance with the approved project specifications. The total construction contract cost amounted to \$790,621.83.

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

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The final construction phase of this project, including the construction contract related change orders, construction management and inspection, material testing and labor compliance is estimated at \$1,000,000, which will be covered by the awarded EPA Federal grant funds. Funds in the amount of \$881,157.26 in Grants Fund 261 was originally allocated during the construction award. An additional \$118,842.74 of the Federal EPA grant funds are needed to cover the total cost of the project. The following is the estimated project cost break down:

Contract amount	\$696,567.00
Total Change Orders	\$108,304.83
Final Construction Contract Cost	\$804,871.83
Estimated Construction Management and Inspection	\$164,578.17
Estimated Material Testing	\$17,695.00
Estimated Labor Compliance	\$12,855.00
Total Estimated Project cost	\$1,000,000.00

ATTACHMENT(S)

1. Attachment No. 1, Notice of Completion – 52nd Street/ 52nd Place Sewer Improvement Project

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: City of Maywood
3. The full address of the owner is: 4319 E Slauson Ave, Maywood, CA 90270
4. The nature of the interest or estate of the owner is: In Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

NONE

6. The full names and fill addresses of the predecessors in interest of the undersigned. IF the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

NONE

7. A work of improvement on the property hereinafter described was completed on January 21, 2026.
The work was: 52nd Street/ 52nd Place Sewer Improvement Project.
8. The name of the contract, if any, for such work of improvement was
CEM Construction Corporation June 25, 2025
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)
9. The property on which the work of improvement was completed is in Maywood, County of Los Angeles, State of California, and is described as follows: 52nd Street between Fishburn Avenue and 52nd Place and 52nd Place between 52nd Street and Cudahy Avenue.
10. The street address of the property is NONE
(IF NO STREET ADDRESS HAS BEEN OFFICIALY ASSIGNED, INSERT 'NONE')

Dated: _____
(NAME)

_____, City Manager
(SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

VERIFICATION

I, the undersigned, say: I am the _____ of _____, the declarant of the foregoing notice of completion; I have read said notice of completion and know the content thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____, at _____
(CITY) (STATE)

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.))

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR STRATEGIC PLANNING CONSULTING SERVICES

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to advertise the Request for Proposals (RFP) for Strategic Planning Consulting Services for the preparation of a Strategic Plan.

BACKGROUND:

The City continues to advance organizational improvements, strengthen municipal operations, enhance community services, and implement initiatives that support residents and businesses. In 2023, the City Council participated in a facilitated strategic planning workshop process led by the Institute for Local Government (ILG) that included discussion of organizational priorities, review of the City's mission statement, development of a vision statement, and identification of strategic focus areas.

To build upon that prior work, staff has prepared a Request for Proposals (RFP) to solicit qualified consulting firms to assist the City in developing a formal Strategic Plan that establishes clear goals, measurable objectives, implementation strategies, and a framework for accountability.

DISCUSSION:

The proposed RFP seeks proposals from qualified firms with experience in strategic planning, organizational facilitation, public engagement, and municipal operations. The selected consultant would work collaboratively with the City Council, City staff, and the community to prepare a practical Strategic Plan that reflects current priorities, operational needs, and long-term goals.

The scope of services includes:

- Initial planning meetings with City leadership and staff;
- Facilitation of workshops and community engagement activities;
- Review and refinement of mission, vision, and strategic priorities;
- Preparation of draft and final Strategic Plan documents;
- Development of measurable goals, objectives, and implementation strategies; and
- Final presentation of the Strategic Plan to the City Council.

The RFP proposes a competitive selection process through PlanetBids, with proposals due **May 21, 2026**, and

a tentative contract award to be presented to the City Council July 2026.

Approval of the RFP will allow staff to proceed with solicitation of proposals and return to the City Council with a recommendation for consultant selection and contract award.

LEGAL REVIEW:

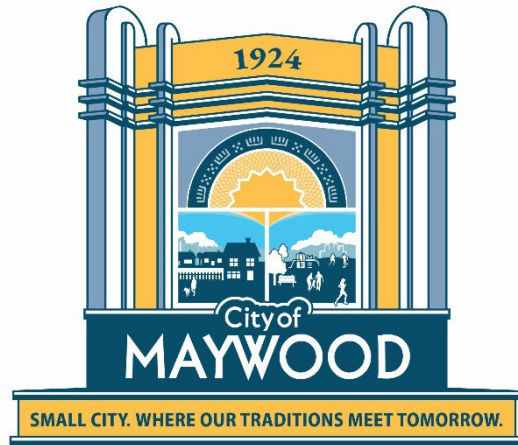
The City Attorney has reviewed this report.

FISCAL IMPACT:

Funding for the consultant services is anticipated to be included within the City's adopted budget Fiscal Year 2026-27 or future appropriations. The agreement resulting from the RFP process will be presented to the City Council for consideration of award and approval.

ATTACHMENT(S)

1. Request for Proposals (RFP) for Strategic Planning Consulting Services



REQUEST FOR PROPOSALS FOR CITY OF MAYWOOD STRATEGIC PLAN

PROPOSALS MUST BE RECEIVED NO LATER THAN **3:00 PM, May 21, 2026**, AND SHALL BE SUBMITTED IN SEARCHABLE PDF FORMAT ON THE CITY'S PORTAL ON PLANETBIDS AT THE FOLLOWING WEBSITE:

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

Date of Issuance: April 23, 2026

Attn: Miguel Leon, Deputy City Clerk / Assistant to the City Manager

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I. PURPOSE

The purpose of this Request for Proposals (“RFP”) is to solicit proposals from qualified consulting firms to assist the City of Maywood (“City”) in the preparation of a Citywide Strategic Plan. The City seeks to engage a qualified consultant to facilitate a collaborative planning process, assess current priorities, review and refine strategic direction, and prepare a practical Strategic Plan that will guide City decision-making, organizational priorities, and long-term planning efforts.

The City intends to award one professional services agreement on a not-to-exceed basis to the firm determined to be most qualified and in the best interest of the City.

II. BACKGROUND

The City of Maywood is a densely populated urban community located in Los Angeles County. Incorporated in 1924, the City encompasses approximately 1.8 square miles and serves a diverse residential and business community.

The City has made significant progress in recent years in strengthening municipal operations, enhancing community services, improving fiscal management, investing in infrastructure, and expanding partnerships that benefit residents and businesses.

In 2023, the City participated in a facilitated strategic planning workshop process that included discussion of organizational priorities, review of the City’s mission statement, development of a vision statement, and identification of strategic focus areas. The City now seeks to build upon that prior work through preparation of a formal Strategic Plan that establishes clear goals, measurable objectives, implementation strategies, and a framework for accountability.

The Strategic Plan should reflect the City’s current needs, community priorities, operational realities, and long-term aspirations while serving as a practical roadmap for City Council and staff.

GENERAL REQUIREMENTS

- A. Respondents shall have at least five (5) years of consecutive experience in strategic planning, organizational facilitation, municipal operations, public engagement, or related services for local government agencies.
- B. Respondents should have demonstrated success preparing strategic plans for cities, counties, special districts, or other public agencies.
- C. The selected Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and professional standards.
- D. Respondent shall comply with the insurance requirements set forth in the form professional services agreement.
- E. The proposed project term shall be sufficient to complete all services described herein, unless extended by mutual written agreement of the parties.

III. SCOPE OF SERVICES

The City of Maywood is seeking a consultant qualified to provide the services described in the Scope of Services identified below. Modifications of the Scope of Services through negotiation and/or by written addendum will be made as part of the future Professional Services Agreement.

The selected Proposer agrees to provide the following services in accordance with industry standards and standards set by City needs.

1. REQUESTED SERVICES

Requested Services include, but are not limited to, the following:

A. Community Engagement Event(s) / Goal Setting Workshops

1. Plan community engagement event(s) to receive feedback from the community to help determine City priorities, services needed, and future direction.
2. Conduct initial planning meetings with the City Manager, City Council, and City staff to confirm project goals, expectations, schedule, available background materials, and desired outcomes.
3. Workshop agenda planning and review of existing mission and vision statements, and development of draft strategic priorities for the Strategic Plan.
4. Prepare agendas, presentation materials, discussion exercises, and facilitation tools for workshops and meetings.
5. Facilitate half-day workshops for City Council and staff.
6. Summarize workshop discussions, key themes, areas of consensus, and recommended next steps.

B. Strategic Plan Development

1. Prepare a draft Strategic Plan based on information gathered through initial planning meetings with the City Manager, City Council, and City staff; community engagement event(s); goal setting workshops; review of existing City documents; and other information provided by the City.
2. The Strategic Plan shall serve as a practical roadmap to guide the City's future decision-making, organizational priorities, service delivery, budgeting considerations, and long-term planning efforts.
3. The draft Strategic Plan shall include, at minimum, a review of the existing mission and vision statements, confirmed or updated strategic priorities, goals, objectives, recommended actions, implementation strategies, performance measures, and a framework for monitoring progress and reporting results.

4. Recommendations shall be organized in a clear, measurable, and actionable format that can be implemented and tracked by the City over time.
5. Provide opportunities for City staff and City Council to review administrative draft materials and provide comments, revisions, and direction throughout the drafting process.
6. Revise the draft Strategic Plan based on feedback received from the City and prepare a final Strategic Plan for City Council consideration.
7. Final deliverables shall be professionally formatted and provided in editable electronic format and PDF format.

C. Final Presentation and Adoption

1. Present the draft and/or final Strategic Plan to the City Council at a public meeting, workshop, or study session, as requested by the City.
2. Incorporate final revisions requested by the City Council.
3. Provide final electronic copies in editable format and PDF format.
4. Provide recommendations for implementation tracking and future plan updates.

IV. SCHEDULE

Deadlines

Release of Requests for Proposals	April 23, 2026
Submittal of Questions	May 6, 2026, by 3:00 pm
Response to Questions	May 13, 2026, by 5:00 pm
Proposal Due Date	May 21, 2026, by 3:00 pm
Proposal Review/Evaluation	Week of June 1, 2026
Optional Interview (if required)	Week of June 8, 2026
Tentative City Council award	June 2026
Tentative Start date	July 2026

* These dates are anticipated and may change.

V. QUESTIONS

All inquiries regarding this request must be submitted to PlanetBids. City will post responses to questions on PlanetBids.

VI. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP.

Proposals shall be submitted in searchable PDF format on the City's portal on PlanetBids at the following website: <https://pbsystem.planetbids.com/portal/64496/portal-home>

Please address the Proposals to:
City of Maywood
Attention: Miguel Leon
4319 Slauson Avenue
Maywood, CA 90270

Separate files shall be submitted for Technical and Cost Proposals. Submittals received after the specified date and time will be considered late and will not be considered for further evaluation.

VII. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. The proposal shall not exceed 20 pages. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter
 - a. Provide a cover letter including the Respondent's name, address, and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the

Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. The letter should be signed by an individual who can bind the Respondent contractually.

- b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").
- c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.

2. Table of Contents

- a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

3. Experience and Qualifications

- a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure. Include a discussion demonstrating that the Respondent has the resources, staffing capacity, and experience available to provide services under this RFP.
- b. Provide a summary of Respondent's qualifications, experience, and background in strategic planning for public agencies.
- c. Provide a summary of Respondents qualification and experience in the Provide a summary of Respondent's qualifications, experience, and background in strategic planning for public agencies. At a minimum, Respondent should have at least five (5) years of consecutive experience.
- d. Provide at least three references from municipal clients that received similar services from the Respondent. Include name of agency, contact name, title, telephone number, and email address.
- e. Provide at least three examples of similar projects completed within the last five years. Include the name of organization, contact name, telephone number, and email address.
- f. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.

4. Approach to Scope of Services
 - a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.
 - b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
 - c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.
 - d. Include timeframe for completion of tasks, including milestone dates for primary deliverables, meetings, workshops, draft documents, and final Strategic Plan adoption.
 - e. The City prefers that the project be completed within six months of contract award.
 - f. Include discussion of where the project timeline may be delayed if assumptions are not met relative to project task completion or City review timeframes.

B. COST PROPOSAL

1. Detailed Cost Proposal
 - a. Respondent shall submit a detailed not-to-exceed cost proposal that shall include all tasks required to perform the Scope of Services.
 - b. The cost proposal shall indicate how the City will be charged for services (i.e. hourly, fixed fee, or flat rate basis as appropriate).
 - c. This includes a breakdown of personnel hours, hourly rates, reimbursable expenses, subcontractor costs (if any), and total project cost.
 - d. In addition, Respondent shall also submit the rates/compensation for any additional services that Respondent can provide.

VIII. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Maywood's Agreement for Professional Services (Attachment 2) is included for review and comment. The Respondent's submission of a proposal indicates Respondent's compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter; however, the City maintains discretion to accept or reject the Respondent's request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

IX. GENERAL ADMINISTRATIVE INFORMATION

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

Each Respondent understands and agrees that the City, its departments, its officers, employees, or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery, or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data provided by the City, its officers, employees, or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify, or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

X. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section V - Schedule" of this RFP. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XI. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation committee.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City's final selection will not be dictated on any single factor or criteria including price. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the quality of services proposed, and the work experience of the proposer in determining the best value to the City.
2. Other criteria shall include, but not be limited to:
 - a. Quality and completeness of proposal
 - b. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff
 - c. Similar experience and expertise in the type of work required, with the City or with other public agencies
 - d. Demonstrated understanding of the scope of services requested as well as capacity of respondent
 - e. References
 - f. Cost to the City
 - g. Oral interviews
 - h. Any other factors determined by the City to be relevant to the performance of these services.

XII. AUTHORITY TO WITHDRAW

The City of Maywood reserves the right to withdraw this Request for Proposals without prior notice. The City of Maywood makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned.

XIII. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An

award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XIV. ATTACHMENTS

Attachment 1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent Contractor to perform _____.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be _____ (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through _____, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement, _____, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, Contractors and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than \$_____, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

B. Expenses. The City will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent Contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or Subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or Subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and Subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and Subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or Subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's Subcontractor, its officers, agents, servants,

employees, Subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's Subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall provide insurance in the amount required by California law.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing

Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or Subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its Subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. Records and Inspections. Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least ten calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by

courier service during Contractor's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Contractor:

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, Subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that Subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be
(1) effective unless it is in writing and signed by the Party making the waiver,
(2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or

right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, Subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, Subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty

except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. “Business days” means days Maywood City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Maywood.

30. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf

of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

SAMPLE

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Maywood,
a California municipal corporation

Contractor:

By: _____
Mayra Aguiluz
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Miguel Leon, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

SAMPLE

EXHIBIT B

COMPENSATION

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY DIRECTOR OF BUILDING AND PLANNING

SUBJECT: AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS FOR PERMANENT LOCAL HOUSING ALLOCATION (PLHA) RESIDENTIAL REHABILITATION PROGRAM ADMINISTRATION SERVICES

RECOMMENDATION:

City staff recommends that the City Council authorize the issuance of a Request for Proposals ("RFP") for professional consulting services to administer the City's Permanent Local Housing Allocation ("PLHA") Residential Rehabilitation Program.

BACKGROUND:

The State of California Permanent Local Housing Allocation ("PLHA") Program provides formula-based funding to local jurisdictions to support housing-related activities, including housing preservation and rehabilitation programs. The City of Maywood receives PLHA funding through the Los Angeles County Development Authority ("LACDA") for eligible housing-related activities.

To implement the City's planned Residential Rehabilitation Program, staff seeks authorization to issue a Request for Proposals ("RFP") for qualified professional consulting firms with demonstrated experience administering residential rehabilitation programs funded through PLHA, HUD, CDBG, HOME, or similar housing rehabilitation funding sources

DISCUSSION:

The City has \$307,762 in available PLHA funding for the implementation of a Residential Rehabilitation Program, inclusive of administrative/personnel and direct rehabilitation loan funding. These funds are currently available for expenditure and may be deployed upon establishment of the program and retention of qualified program administration support.

Given the technical, regulatory, underwriting, environmental review, contractor procurement, loan servicing coordination, and compliance monitoring requirements associated with administering a housing rehabilitation program, staff recommends retaining a qualified consultant with specialized expertise in residential rehabilitation program administration.

The proposed RFP will solicit proposals from firms capable of providing full-service administration of the City's PLHA Residential Rehabilitation Program, including but not limited to:

- Applicant intake and eligibility review;

- Income verification and underwriting;
- Property inspections and work write-ups;
- Contractor bid solicitation and procurement support;
- Environmental/historical review coordination;
- Construction monitoring and inspection;
- Loan document preparation and processing;
- Train current housing staff on the intake process;
- Program compliance and reporting; and
- General program administration consistent with PLHA and LACDA requirements.

Issuance of the RFP at this time will allow staff to competitively solicit qualified firms and return to City Council with a recommended consultant and professional services agreement for formal award at a future meeting.

There is no immediate fiscal impact associated with issuance of the RFP. Consultant services resulting from the RFP process will be funded through the \$307,762 in PLHA funds, subject to future City Council approval of a professional services agreement.

LEGAL REVIEW:

City Attorney has reviewed this report.

FISCAL IMPACT:

There is no immediate fiscal impact associated with issuance of the Request for Proposals. Upon future award of a professional services agreement, consultant and eligible personnel/administrative costs associated with implementation of the Residential Rehabilitation Program will be funded through the City's available \$307,762 in PLHA funds, of which up to 20% or \$61,552 may be utilized for eligible program administration, personnel, and consultant costs in accordance with PLHA requirements. The remaining funds will be reserved for direct residential rehabilitation assistance to qualifying program participants.

ATTACHMENT(S)

1. Request for Proposals for PLHA Rehabilitation Program Services

City of Maywood
Request for Proposals
For
Permanent Local Housing Allocation (PLHA)
Residential Rehabilitation Program Services



Date of Issuance: April 23, 2026
RESPONSES MUST BE RECEIVED NO LATER THAN
5:00 PM, May 22, 2026

City of Maywood
Housing Division
4319 E. Slauson Avenue
Maywood, CA 90270

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I. PURPOSE

The City of Maywood is requesting proposals from qualified firms to assist with the initial implementation of a Residential Rehabilitation Program funded through the Permanent Local Housing Allocation (PLHA), and to provide training for the City's in-house team to manage the administration and operations of the proposed program. Upon completion of successful training of the City's housing program team, the firm may continue to provide technical assistance on an on-going and/or as needed basis.

The City wishes to obtain a qualified consulting firm under a Professional Services Agreement. The City will award no more than one contract on a not-to-exceed basis. The individuals or firm that is selected will be required to assign a representative to the City, who would be responsible for the requested services.

II. BACKGROUND

The City will launch a Residential Rehabilitation Program to provide financial assistance to eligible low- and moderate-income homeowners to address health and safety issues, correct code violations, and preserve the City's housing stock. The Residential Rehabilitation Program will provide funding for deferred loans at 0% interest and/or low-interest forgivable loans to low- and moderate-income homeowners earning up to 150 percent of AMI. The single-family residential homeowners who qualify for this program can receive a maximum of \$20,000.

The program is funded through the Permanent Local Housing Allocation (PLHA) administered by the Los Angeles County Development Authority (LACDA). LACDA applied for a grant from the California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation (PLHA) Program in 2020. The City has allocated \$307,762 to support this program from PLHA Year 4 funds in the amount of \$201,957 and PLHA Year 5 funds in the amount of \$105,805.

The City will be using PLHA funds to fund the services of the selected firm, and all applicable Federal, State, and local regulations relative to the expenditures of such funds shall be adhered to.

The City assumes no responsibility for any costs incurred by a proposer in the preparation and/or presentation of a proposal in response to this request. To be considered, proposals shall be submitted to the City and completed in the manner and form indicated herein, showing the proposed price clearly and legibly. Proposals presented otherwise may not be considered. Proposals must be signed by the individual or an officer of the respondent authorized to bind the individual/firm to its provisions. All proposals,

associated costs and agreements shall be considered valid and binding for a period of ninety (90) days after the proposal due date. All proposals submitted in response to this RFP shall become the property of the City of Maywood upon its receipt by the City and will not be returned.

Each proposal so submitted, must be filed prior to the time, and at the place, designated in the cover page. A proposal so presented, however, may be withdrawn by the proposer, provided the request therefore is made in writing, is signed by the proposer or his authorized representative, and is filed prior to the time fixed for the final filing of proposals. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal, provided there is sufficient time to do so.

Proposers must satisfy themselves by personal examination of the proposed work and by such other means as they prefer as to the actual conditions and requirements of the work, and shall not at any time after submission of the proposal, dispute, complain, or assert that there was any misunderstanding in regard to the nature or scope of work to be done.

The City reserves the right to accept or reject any and all proposals received and reserves the right to waive technicalities where such action best serves the interests of the City. The City reserves the right to waive discrepancies, informalities and irregularities in the proposal process or to request additional information from any or all of the respondents for the purpose of ascertaining the most qualified individual/firm for the services requested. The City also reserves the right to withdraw this Request for Proposal without prior notice. The City makes no representation that any agreement will be awarded to any respondents as a result of having responded to this request and may decline to award an agreement at its sole discretion. The City is not liable for any pre-contractual expenses incurred by any proposer or successful proposer.

III. GENERAL REQUIREMENTS

- A. Respondents shall have demonstrated experience in implementing PLHA funded residential rehabilitation programs and in working with LACDA.
- B. The proposed term of the contract under this RFP shall be for at least one (1) year at the discretion of the City and upon availability and completion of PLHA funding, expected completion is June 30, 2027.
- C. Respondent shall comply with the insurance requirements set forth in the form professional services agreement.

IV. SCOPE OF SERVICES

- A. The selected Respondent shall provide the following scope of services as follows:

General Description of Scope of Work

Services to be provided under this proposal include, but not necessarily limited to, the following

1. Preparing and/or finalizing PLHA Residential Rehabilitation program forms with City's program specialists for the required client applications, project checklists, Promissory Notes, Deeds of Trust, and any related residential rehabilitation loan program documentation in compliance with the LACDA and State HCD requirements.
2. Assisting and training City's program specialists to:
 - a. Conduct preliminary interviews with homeowners to determine eligibility status and desired improvements for dwelling unit.
 - b. Obtain and vet all required supporting documentation including income verification and grant deed.
 - c. Conduct property inspections and estimate costs for rehabilitation work.
 - d. Prepare and complete all applicable PLHA and LACDA documents for Residential Rehabilitation activities.
 - e. Procure asbestos and lead based paint testing, abatement, and clearance requirements if necessary.
 - f. Prepare loan documents.
 - g. Prepare specifications and bid documents, and reviewing bids received with the homeowners.
 - h. Obtain contractor clearance through the State Contractor's License Board.
 - i. Prepare award proposals for review by the City's Screening Committee.
 - j. Award contracts after approval by Screening Committee, prepare and execute documents for the loans.
 - k. Ensure that the following forms are completed, executed and/or recorded: Promissory Notes, Notices of Right to Cancel, Deeds of Trust, Requests for Notice(s), Truth in Lending Disclosures, and any other forms and documents required by the City.
 - l. Conduct preconstruction conferences to review all projected work with homeowners and the contractors.
 - m. Conduct progress inspections to make certain that work is proceeding in a timely manner and to authorize progress payments.
 - n. Execute notices of completion upon final inspection certifying that rehabilitations have been completed in accordance with contract specifications.

- o. Acquire lien releases from contractors and subcontractors, obtain homeowner's authorization for final payment, execute close-outs of rehabilitation work, and ensure that permanent files contain complete documentation required for County, LACDA, and State HCD monitoring and audit purposes.
3. Develop the Continued Owner-Occupancy Certification for the loan recipient to attest that the property remains as their principal residence. Additionally, work with the City to develop a process for the City to collect the self-certifications from loan recipients on an annual basis.
4. Develop the PLHA Loan Portfolio Status Report for use by the City's program specialists and Finance Department as required by the LACDA.
5. Provide training for staff and on-going technical assistance for the City program team as needed.

V. SCHEDULE

Deadlines

Release of Requests for Proposals	April 23, 2026
Submittal of Questions	May 7, 2026
Responses to Questions	May 14, 2026
Proposal Due Date	May 22, 2026 by 5:00 pm
Proposal Review/Evaluation	Week of May 25, 2026
Optional Interview (if required)	*Week of June 8, 2026
Tentative award of contract	June 24, 2026
Tentative Start date	July 1, 2026

* These dates are anticipated and may change.

VI. QUESTIONS

All questions regarding this RFP must be submitted to PlanetBids. City will post responses to questions on PlanetBids.

LIST OF INTERESTED PROPOSERS

The full content of the RFP is available through the City website at <https://pbsystem.planetbids.com/portal/64496/portal-home>. If addendums are necessary, they will be posted onto the previously mentioned websites as well. All Respondents who wish to receive updates about this RFP, including project updates, addenda, changes, or responses to written inquiries, are encouraged to join the "List of Interested Proposers."

VII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP. Proposals shall be submitted in searchable PDF format on the City's portal on PlanetBids at the following website: <https://pbsystem.planetbids.com/portal/64496/portal-home>

All proposal submittals shall be submitted via PlanetBids no later than May 22, 2026 at 5:00 p.m. addressed as follows:

City of Maywood | Housing Division
4319 Slauson Avenue
Maywood, CA 90270

Separate files shall be submitted for Technical and Cost Proposals. Submittals received after the specified date and time will be late and will not be considered for further evaluation.

VIII. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 120 days following submission. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter
 - a. Provide a cover letter including the Respondent's name, address and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should be signed by an individual who can bind the Respondent contractually.
 - b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").
 - c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.
2. Table of Contents

- a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.
3. Experience and Qualifications
 - a. Proposers must be thoroughly competent and capable of satisfactorily performing the work covered by the proposal. A description of the firm's related work experience should be indicated, particularly residential rehabilitation experience in dealing with the Los Angeles County Development Authority (LACDA), experience with PLHA projects and activities, and LACDA and State HCD program requirements. Provide references of at least three (3) recent and/or current clients for whom the proposer's firm has provided and/or is providing services, of a similar nature. Each reference shall include agency or organization name, contact person, title, telephone number, and summary of services performed (NOTE: the City of Maywood shall presume that the firm has no objection to the City contacting the listed clients to review the firm's current and/or past performance and determine client satisfaction).
 - b. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.
 - c. At a minimum, Respondent should have at least five (5) years of consecutive experience.
 - d. Provide at least three references that received similar services from your Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
 - e. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.
 - f. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
4. Approach to Scope of Services
 - a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's

requirements, the work to be done and the objectives to be accomplished.

- b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
- c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.
- d. Describe the management and staffing configuration to be used to complete the Scope of Work. Resumes of proposed project personnel must be included. The proposal must indicate a staff representative to act as Project Manager, who will have primary responsibility for this entire project.

B. COST PROPOSAL

1. Detailed Cost Proposal

- a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the City will be charged for services (i.e., unit, hourly or flat rate basis as appropriate) for the term of the contract, including any extensions. Costs should include all services and materials if any, needed to perform the Scope of Services.
- b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.
- c. In addition, Respondent shall also submit the rates/compensation for any "additional services" that Respondent can provide.

IX. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Maywood's Agreement for Professional Services (Attachment 1) is included for review and comment. The Respondent's submission of a proposal indicates Respondent's compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter, however, the City maintains discretion to accept or reject the Respondent's request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

X. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and

convenient (i.e., visiting the locations), that Respondent is capable of providing the equipment, goods and services necessary to furnish landscape maintenance in a manner that meets the City's objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the City, its departments, its officers, employees or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XI. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section V - Schedule" of this RFP. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further

consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Maywood personnel.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City's final selection will not be dictated on any single factor or criteria including price. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.
2. Other criteria shall include, but not be limited to:
 - a. Quality and completeness of proposal
 - b. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff
 - c. Similar experience and expertise in the type of work required, with the City or with other public agencies
 - d. Demonstrated understanding of the scope of services requested as well as capacity of respondent
 - e. References
 - f. Financial stability of proposer
 - g. Cost to the City
 - h. Oral interviews, if applicable.
 - i. Any other factors determined by the City to be relevant to the performance of these services.

XIII. AUTHORITY TO WITHDRAW

The City of Maywood reserves the right to withdraw this Request for Proposals without prior notice. The City of Maywood makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned.

XIV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council.

Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XV. ATTACHMENTS

Attachment 1. Form Professional Services Agreement

ATTACHMENT 1

Form Professional Services Agreement

ATTACHMENT 1

Form Professional Services Agreement

CITY OF MAYWOOD PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2026 by and between the **City of Maywood**, a municipal organization organized under the laws of the State of California with its principal place of business at 4319 East Slauson Avenue, Maywood, California 90270 (“City”) and _____ with its principal place of business at _____. (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Permanent Local Housing Allocation (PLHA) Residential Rehabilitation Program Services to public clients, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the PLHA Residential Rehabilitation Program, (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the PLHA Residential Rehabilitation Program Services for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2026 to June 30, 2028, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. Additionally, there shall be three (3) one-year options to renew the Agreement for FY 2028-2029, FY 2029-2030, and FY 2030-2031 with the mutual written consent of both parties.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: _____.

3.2.5 City's Representative. The City hereby designates Jennifer Vasquez, City Manager, or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in

connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Project or the Services including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.2.12.2 Liability for Non-compliance. Failure to comply with the laws, regulations and policies described in paragraph 3.2.12.1 is a violation of law that may subject Consultant or City to penalties, fines, or additional regulatory requirements. Consultant hereby agrees to indemnify, hold harmless and defend (with counsel selected by the City) City, its officers, agents and employees from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Consultant's non-compliance with the laws, regulations and policies described in paragraph 3.2.12.1, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

3.2.12.3 Training. In addition to the standard of care requirements set forth in paragraph 3.2.8, Consultant warrants that all employees and subcontractors shall have

sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.2.12.1. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.2.12.1 as they may relate to the Services provided under this Agreement. Upon request, City will provide Consultant with a list of training programs that meet the requirements of this paragraph.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed _____ dollars. (\$_____) without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City and based upon the approved rates of Los Angeles County Auditor-Controller.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold

the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered to others by the City.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete, accurate and clearly identifiable records with respect to all costs and expenses incurred under this Agreement. Consultant shall maintain all such records and make them accessible for audit or examination for a period of five (5) years after final payments are issued and other pending matters are closed. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. This Agreement, or any part thereof, may be terminated by mutual consent of the Parties in writing or by either Party upon thirty (30) days written notice and delivery by certified mail or by personal delivery. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. City may terminate this Agreement, or any part thereof, without cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

City:

City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270
Attn: Jennifer Vasquez, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has

become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

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

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, contractors and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultants shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultant. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 PERS Eligibility Indemnity. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7 Conflicts of Interest.

3.7.1. Disclosure and Compliance. Consultant agrees that any conflict or potential conflict of interest shall be full disclosed prior to execution of contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflict of interest in accordance with 24 CFR Part 84 Sec. 84.42.

3.8 Political Activity/Lobbying Certification.

3.8.1. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public office during time compensated for under representation that such activity is being performed as a part of the contract responsibility.

3.9 County Lobby Certification.

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

4. Federal and County Contract Provisions

4.1 Equal Employment Opportunity: During the performance of this Agreement, the Consultant agrees as follows The Consultant will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

4.2 The Consultant will, in all solicitation of advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex or national origin.

4.3 The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

4.6 In the event of the Consultant's non-compliance with the equal opportunity clauses of the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

4.7 The Consultant will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the CITY, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

5.0 Non-Discrimination.

5.1 Executive Order 11246. During the performance of this Agreement, Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Consultant will take affirmative action to ensure

that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer: recruitment or recruitment advertising: layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Consultant setting forth the provisions of this nondiscrimination clause.

5.2 Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Both Parties agree to abide by this provision of the Civil Rights Act in carrying out this Agreement.

5.3 Age Discrimination. The prohibition against discrimination on the basis of age under The Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to this Agreement.

5.4 Housing and Community Development. Section 109, Title I of the Housing and Community Development Act of 1974, provides that no person shall, on the ground race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

6.0 Section 3 Requirements.

6.1 Low-Income Opportunities. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et. Seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part, by persons residing in the area of the project.

7.0 Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

7.1 Consultant acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Consultant for an exemption or exclusion, the Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

Failure of the Consultant to maintain compliance with the requirements set forth in the County Ordinance shall constitute default under this Agreement. Without limiting the rights and remedies available to the CITY under any other provision of this Agreement, failure of the Consultant to cure such default within ten (10) days of notice shall be grounds upon which the CITY may suspend or terminate this Agreement pursuant to the County's Defaulted Property Tax Reduction Program found at County Ordinance No. 2009-0026 and codified at County Code Chapter 2.206. Additionally, failure of the Consultant to comply with the provisions of the County Ordinance may prevent the Consultant from being awarded a new contract by the City.

8.0 Other PLHA Requirements.

8.1 Consultant agrees to abide by all applicable California State laws and regulations applicable to projects involving PLHA funding.

[Signatures on Next Page]

CITY OF MAYWOOD

[INSERT NAME OF CONSULTANT]

By: _____
Heber Marquez, Mayor

By: _____

Attest:

Miguel Leon, Deputy City Clerk

Approved as to Form:

Roxanne Diaz, City Attorney

EXHIBIT “A”

SCOPE AND SCHEDULE OF SERVICES

SAMPLE

EXHIBIT “B”

COMPENSATION

SAMPLE

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ROXANNE DIAZ, CITY ATTORNEY

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: CONSIDERATION OF INTRODUCTION AND FIRST READING OF ORDINANCE NO. 26-01, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AMENDING PENALTY PROVISIONS FOR VARIOUS VIOLATIONS OF THE MAYWOOD MUNICIPAL CODE

RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 26-01, an ordinance of the City Council of the City of Maywood Amending Penalty Provisions for Various Violations of the Maywood Municipal Code by title only and waive full reading of Ordinance No. 26-01 in its entirety.

BACKGROUND:

California Government Code Section 36900(a) provides that every violation of a city ordinance is a misdemeanor unless by ordinance it is made an infraction. In 2023, the City adopted Ordinance No. 23-03 to amend certain penalty provisions of the Maywood Municipal Code to provide the City with greater ability to deter violations of the Code and to sanction persons who do commit violations of the Maywood Municipal Code. The City Prosecutor, who works with City Staff on code enforcement matters, is recommending that the City make several clarifications and amendments to strengthen the City's ability to impose fines and penalties on those persons who violate the Municipal Code and to clean-up inconsistencies in our Code.

DISCUSSION:

The proposed ordinance in Section 1 makes several revisions to the general penalty provisions of the Municipal Code to make clear that it is a violation not only to violate or fail to comply with any provision of the Municipal Code but also any ordinance of the City or rule or regulation adopted pursuant to an ordinance or any approval or permit issued under the Code. Further, there are clarifications as to when a violation is not a misdemeanor. In Section 2, the public nuisance provision has been updated. In the remaining Sections 3 through 9, revisions were made for clarity and internal consistency to provide the City with the most flexibility in terms of enforcement. Attachment 1 provides a redline of the proposed revisions and Attachment 2 is the clean final version of Ordinance No. 26-01.

LEGAL REVIEW:

The City Prosecutor drafted Ordinance 26-01 and the City Attorney has drafted this report.

FISCAL IMPACT:

There is no significant fiscal impact related to this item at this time.

ATTACHMENT(S)

1. Attachment 1 - Final Ordinance 26-01 Penalties Ordinance
2. Attachment 2 - Legislative Digest of Ordinance 26-01 Penalties

ORDINANCE NO. 26-01

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD
AMENDING PENALTY PROVISIONS FOR VARIOUS VIOLATIONS OF THE
MAYWOOD MUNICIPAL CODE**

WHEREAS, California Government Code Section 36900(a) provides that every violation of a city ordinance is a misdemeanor unless by ordinance it is made an infraction;

WHEREAS, on April 26, 2023, the City Council of the City of Maywood adopted Ordinance No. 23-03, which, in part, amended penalty provisions of the Maywood Municipal Code to provide greater ability to the City to deter violations of the Maywood Municipal Code and to sanction persons who do commit violations of the Maywood Municipal Code;

WHEREAS, infraction violations, like traffic tickets, are punishable only by a fine, and a defendant is often able to avoid appearing before a judge by paying the requisite fine;

WHEREAS, misdemeanor violations are punishable by a fine, imprisonment in jail, or both fine and jail, and persons charged and/or convicted of misdemeanor violations are subject to court supervision in the form of “diversion” or “probation” and can be ordered to address recurring behavioral issues and/or to correct any ongoing or continuing violation; and,

WHEREAS, the City Council of the City of Maywood desires to further clarify the penalties for violations of the Maywood Municipal Code

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

Section 1. Section 1-2.01.A (“Misdemeanors, Infractions, and Civil Penalty”) of Chapter 2 (“Penalty Provisions”) of Title 1 (“General Provisions”) of the Maywood Municipal Code is hereby amended to read as follows:

“1-2.01 – Misdemeanors, Infractions, and Civil Penalty

A. No person shall violate or fail to comply with any provision or requirement of this Code, any ordinance of the City, any rule or regulation promulgated pursuant to any ordinance or provision of this Code, or any approval or permit issued pursuant to this Code.

Any person who shall violate or fail to comply with any provision or requirement of this Code, any ordinance of the City, any rule or regulation promulgated pursuant to any ordinance or provision of this Code, or a condition of any approval or permit issued pursuant to this Code, shall be guilty of a misdemeanor, unless:

- 1) Such a violation or failure is designated as an infraction by this Code, any ordinance of the City, or any applicable State or Federal law;
- 2) The City Attorney or City Prosecutor files a complaint charging the offense as an infraction;
- 3) After the filing of a misdemeanor complaint, the Court, upon motion of the people, reduces the offense to an infraction, and the defendant does not object to having the case proceed as an infraction; or,
- 4) Such a violation or failure is prosecuted as a civil administrative action pursuant to Title 6, Chapter 4, Section 6-4.30 of this Code.”

Section 2. Section 1-2.01.B (“Misdemeanors, Infractions, and Civil Penalty”) of Chapter 2 (“Penalty Provisions”) of Title 1 (“General Provisions”) of the Maywood Municipal Code is hereby amended to read as follows:

“B. **Public Nuisance.** In addition to the penalties provided by this Section, Any violation of any provision of this Code, any ordinance of the City, any rule or regulation promulgated pursuant to any ordinance or provision of this Code, or any approval or permit issued pursuant to this Code, shall be deemed a public nuisance and may be summarily abated by the City by any and all means (civil, administrative, and/or equitable) as provided by law or in equity. All remedies provided herein shall be cumulative and not exclusive.”

Section 3. Section 3-1.102(b) (“License: Required”) of Article 1 (“General Provisions”) of Chapter 1 (“Business Licensing”) of Title 3 (“Finance”) of this Code is hereby amended to read as follows:

“(b) Any person violating any of the provisions of the herein title or knowingly or intentionally misrepresenting to any officer or employee of the city any material fact in procuring or any license or permit provided for in this Code shall be deemed guilty of an misdemeanor, punishable in accordance with the provisions of Section 1-2.01 of this Code. Any person failing to comply with this Article shall continue to be responsible for the payment of any license fees, interest, and/or penalties due the City All remedies

prescribed herein shall be cumulative, and the use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions of this Code.”

Section 4. Section 4-8.11 (“Violations”) of Chapter 8 (“Alarm Systems”) of Title 4 (“Public Safety”) of this Code is hereby amended to read as follows:

“(a) In addition to any other penalty authorized by law, any alarm installed or maintained in violation of this chapter is declared to be a public nuisance and may be abated as provided by law.”

Section 5. Section 5-25.04(b) (“Enforcement – Penalty for Violation”) of Chapter 25 (“Sales of Personal Property in Residential Zones”) of Title 5 (“Public Welfare, Morals, and Conduct”) of this Code is hereby amended to read as follows:

“(b) *Penalty for violation*

(1) In addition to any other penalty authorized by law, violators shall also forfeit any permit issued under this chapter and the right to seek a permit hereunder for one (1) year from the date of the violation.”

Section 6. Section 5-42.03 (“Enforcement”) of Chapter 42 (“Smoking Prohibited in Parks and Recreation Areas”) of Title 5 (“Public Welfare, Morals, and Conduct”) of this Code is hereby amended to read as follows:

“(a) Punishment under this Chapter shall not preclude punishment pursuant to Health and Safety Code Section 13002, Penal Code Section 374.4 or any other law proscribing the act of littering. Nothing in this Chapter shall preclude any person, corporation or governmental entity from seeking any other remedies, penalties or procedures provided by law whether civil or criminal.”

Section 7. Section 6-10.07 (“Enforcement”) of Chapter 10 (“Urban Storm Water Mitigation, Management, and Discharge”) of Title 6 (“Sanitation and Health”) of this Code is hereby amended to read as follows:

“(a) Whenever necessary to make an inspection to enforce any of the provisions of this chapter or whenever an authorized

enforcement officer has reasonable cause to believe that there exists in any building or upon any premises any condition which constitutes a violation of the provisions of this chapter, the officer may, upon consent or upon obtaining an inspection warrant, enter such building or premises at all reasonable times to inspect the same or perform any duty imposed upon the officer by this chapter.

(b) Routine or area inspections shall be based upon such reasonable selection process as may be deemed necessary to carry out the objectives of this chapter, including but not limited to, random sampling and/or sampling in areas with evidence of storm water contamination, discharges of non-storm water into the City's storm drain system, discharges which are not pursuant to an NPDES permit or similar factors.

(c) For the first failure to comply with any provision of this chapter, the City Manager, or his or her designee, [may](#) issue to the person believed to be the violator, a written notice, which includes the following:

- (1) A statement specifying the violation committed;
- (2) A specified time period within which the affected person shall correct the failure or file a written notice disputing the notice of violation;
- (3) A statement of the penalty for continued noncompliance

(d) Each failure to comply with any provision of this chapter following written notice issued pursuant to subsection (c) of this section, shall constitute a misdemeanor punishable as provided in [Section 1-2.04](#) of the Maywood Municipal Code. Each day during which a person fails to comply with the provisions of this chapter following written notice shall constitute a separate offense.

(e) A violation of any provision of this chapter is declared a public nuisance, and the City Attorney is authorized to abate such violation by means of a civil action.

(f) The penalties and remedies established by this section shall become accumulative.”

Section 8. Section 8-16.01 (“Temporary Structures, Canopies and Similar Uses”) of Chapter 16 (“Temporary Structures and Canopies”) of Title 8 (“Building Regulations”) of this Code is hereby amended to read as follows:

“Temporary structures as defined by Section 2020.200 of the Zoning Ordinance are not permitted in any zoning land use designation where visible from the public right-of-way except pursuant to this section. The definition of temporary structure shall also include any structure which is covered by a tarpaulin, or a tarpaulin which is suspended by any means which is used for shelter purposes.

Professionally manufactured appropriately sized canopies and tarpaulin covers designed for shelter of vehicles or outdoor activities and used in the manner for which they were designed, may be maintained on a long-term basis in driveways and approved parking areas of front yards, side yards and rear yards for the cover of vehicles, so long as they are properly maintained in safe condition, do not become deteriorated, and do not protrude into the front yard setback area from the front of the building structure by more than three (3') feet.

Except as provided above, temporary structures visible from the public right-of-way such as canopies or tarpaulin covers, shall not be utilized for longer than forty-eight (48) consecutive hours, once a month in any calendar year on any lot within the City. Violation of this section may be enforced by any means legally available to the City, including as set forth in Chapter 2 (“Penalty Provisions”) of Title 1 (“General Provisions”) of this Code, as that Chapter may be amended from time to time.”

Section 9. The following sections and subsections are hereby repealed and deleted in their entirety:

- (a) Section 5-22.05 (“Littering – Violation: Infraction”); and,
- (b) Section 5-30.02 (“Consumption of Alcoholic Beverages – Violation: Infraction”).

SECTION 10: Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion 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 thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION 11: **Effective Date.** This Ordinance shall go into effect and be in full force and operation from and after thirty (30) days after 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 20th day of May, 2026.

HEBER MARQUEZ, Mayor

ATTEST:

MIGUEL LEON, Deputy City Clerk

I, Miguel Leon, Deputy City Clerk of the City of Maywood, hereby certifies that Ordinance No. 26-01 was duly passed, approved, and adopted by the City Council of the City of Maywood at a regular meeting held the 20th day of May, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MIGUEL LEON, Deputy City Clerk

LEGISLATIVE DIGEST OF MUNICIPAL CODE REVISIONS

ORDINANCE NO. 26-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AMENDING PENALTY PROVISIONS FOR VARIOUS VIOLATIONS OF THE MAYWOOD MUNICIPAL CODE

WHEREAS, California Government Code Section 36900(a) provides that every violation of a city ordinance is a misdemeanor unless by ordinance it is made an infraction;

WHEREAS, on April 26, 2023, the City Council of the City of Maywood adopted Ordinance No. 23-03, which, in part, amended penalty provisions of the Maywood Municipal Code to provide greater ability to the City to deter violations of the Maywood Municipal Code and to sanction persons who do commit violations of the Maywood Municipal Code;

WHEREAS, infraction violations, like traffic tickets, are punishable only by a fine, and a defendant is often able to avoid appearing before a judge by paying the requisite fine;

WHEREAS, misdemeanor violations are punishable by a fine, imprisonment in jail, or both fine and jail, and persons charged and/or convicted of misdemeanor violations are subject to court supervision in the form of “diversion” or “probation” and can be ordered to address recurring behavioral issues and/or to correct any ongoing or continuing violation; and,

WHEREAS, the City Council of the City of Maywood desires to further clarify the penalties for violations of the Maywood Municipal Code

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

Section 1. Section 1-2.01.A (“Misdemeanors, Infractions, and Civil Penalty”) of Chapter 2 (“Penalty Provisions”) of Title 1 (“General Provisions”) of the Maywood Municipal Code is hereby amended to read as follows:

1-2.01 – Misdemeanors, Infractions, and Civil Penalty

A. No person shall violate or fail to comply with any provision or requirement of this Code, [any ordinance of the City](#), [any rule or regulation promulgated pursuant to any ordinance or](#)

LEGISLATIVE DIGEST OF MUNICIPAL CODE REVISIONS

provision of this Code, or any approval or permit issued pursuant to this Code.

Any person who shall violate or fail to comply with any provision or requirement of this Code, any ordinance of the City, any rule or regulation promulgated pursuant to any ordinance or provision of this Code, or a condition of any approval or permit issued pursuant to this Code, shall be guilty of a misdemeanor, unless:

- 1) ~~s~~Such a violation or failure is designated as an infraction by this Code, any ordinance of the City, or any applicable State or Federal law;
- 2) The City Attorney or City Prosecutor files a complaint charging the offense as an infraction;
- 3) After the filing of a misdemeanor complaint, the Court, upon motion of the people, reduces the offense to an infraction, and the defendant does not object to having the case proceed as an infraction; or,
- 4) ~~or is subsequently prosecuted as an infraction, in which case such person is guilty of an infraction; or 2)~~ sSuch a violation or failure is prosecuted as a civil administrative action pursuant to Title 6, Chapter 4, Section 6-4.30 of this Code.

Section 2. Section 1-2.01.B (“Misdemeanors, Infractions, and Civil Penalty”) of Chapter 2 (“Penalty Provisions”) of Title 1 (“General Provisions”) of the Maywood Municipal Code is hereby amended to read as follows:

B. **Public Nuisance.** In addition to the penalties provided by this Section, Any violation of any provision of this Code, any ordinance of the City, any rule or regulation promulgated pursuant to any ordinance or provision of this Code, or any approval or permit issued pursuant to this Code, shall be deemed a public nuisance and may be summarily abated by the City by any and all means (civil, administrative, and/or equitable) as provided by law or in equity. All remedies provided herein shall be cumulative and not exclusive. ~~may be prosecuted as a misdemeanor, as an infraction, or as a civil administrative action in the discretion of the city attorney or prosecutor.~~

Section 3. Section 3-1.102(b) (“License: Required”) of Article 1 (“General Provisions”) of Chapter 1 (“Business Licensing”) of Title 3 (“Finance”) of this Code is hereby amended to read as follows:

LEGISLATIVE DIGEST OF MUNICIPAL CODE REVISIONS

(b) Any person violating any of the provisions of the herein title or knowingly or intentionally misrepresenting to any officer or employee of the city any material fact in procuring or any license or permit provided for in this Code shall be deemed guilty of an ~~infraction~~ misdemeanor, punishable in accordance with the provisions of Section 1-2.01 of this Code. Any person failing to comply with this Article shall continue to be responsible for the payment of any license fees, interest, and/or penalties due the City. All remedies prescribed herein shall be cumulative, and the use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions of this Code.

Section 4. Section 4-8.11 (“Violations”) of Chapter 8 (“Alarm Systems”) of Title 4 (“Public Safety”) of this Code is hereby amended to read as follows:

~~(a) Any person violating the provisions of this chapter, excluding Sections 4-8.02 (e) and 4-8.05 hereof, shall be guilty of an infraction punishable by a fine of One Hundred and No/100th (\$100.00) Dollars.~~

~~(a)~~ In addition to any other penalty authorized by law, Any alarm installed or maintained in violation of this chapter is declared to be a public nuisance and may be abated as provided by law.

Section 5. Section 5-25.04(b) (“Enforcement – Penalty for Violation”) of Chapter 25 (“Sales of Personal Property in Residential Zones”) of Title 5 (“Public Welfare, Morals, and Conduct”) of this Code is hereby amended to read as follows:

(b) *Penalty for violation*

~~(1) Any person violation any of the provisions of this subsection is guilty of an infraction.~~

~~(2) Any person convicted of an infraction under the provisions of this subsection is punishable upon a first offense by a fine of not more than twenty five and no/100ths (\$25.00) dollars, and for a second conviction within a period of one (1) year by a fine of not more than fifty and no/100ths (\$50.00) dollars, and for a third or any subsequent conviction within a period of one (1) year by a fine of not more than one hundred and no/100ths (\$100.00) dollars.~~

LEGISLATIVE DIGEST OF MUNICIPAL CODE REVISIONS

(13) In addition to any other penalty authorized by law, ~~violators will~~ shall also forfeit any permit issued under this chapter and the right to seek a permit hereunder for one (1) year from the date of the violation.

Section 6. Section 5-42.03 (“Enforcement”) of Chapter 42 (“Smoking Prohibited in Parks and Recreation Areas”) of Title 5 (“Public Welfare, Morals, and Conduct”) of this Code is hereby amended to read as follows:

~~(a) — Each separate violation of this chapter is an infraction punishable by:~~

~~(1) — A fine not to exceed One Hundred and no/100ths (\$100.00) dollars for the first violation.~~

~~(2) — A fine not to exceed Two Hundred and no/100ths (\$200.00) dollars for the second violation of this chapter within one (1) year.~~

~~(3) — A fine not to exceed Five Hundred Fifty and no/100ths (\$500.00) dollars for each additional violation of this chapter within one (1) year.~~

(ab) Punishment under this ~~section~~ Chapter shall not preclude punishment pursuant to Health and Safety Code Section 13002, Penal Code Section 374.4 or any other law proscribing the act of littering. Nothing in this ~~section~~ Chapter shall preclude any person, corporation or governmental entity from seeking any other remedies, penalties or procedures provided by law whether civil or criminal.

Section 7. Section 6-10.07 (“Enforcement”) of Chapter 10 (“Urban Storm Water Mitigation, Management, and Discharge”) of Title 6 (“Sanitation and Health”) of this Code is hereby amended to read as follows:

(a) Whenever necessary to make an inspection to enforce any of the provisions of this chapter or whenever an authorized enforcement officer has reasonable cause to believe that there exists in any building or upon any premises any condition which constitutes a violation of the provisions of this chapter, the officer may, upon consent or upon obtaining an inspection warrant, enter such building or premises at all reasonable times to inspect the same or perform any duty imposed upon the officer by this chapter.

LEGISLATIVE DIGEST OF MUNICIPAL CODE REVISIONS

- (b) Routine or area inspections shall be based upon such reasonable selection process as may be deemed necessary to carry out the objectives of this chapter, including but not limited to, random sampling and/or sampling in areas with evidence of storm water contamination, discharges of non-storm water into the City's storm drain system, discharges which are not pursuant to an NPDES permit or similar factors.
- (c) For the first failure to comply with any provision of this chapter, the City Manager, or his or her designee, ~~shall~~ **may** issue to the person believed to be the violator, a written notice, which includes the following:
 - (1) A statement specifying the violation committed;
 - (2) A specified time period within which the affected person shall correct the failure or file a written notice disputing the notice of violation;
 - (3) A statement of the penalty for continued noncompliance
- (d) Each ~~subsequent~~ failure to comply with any provision of this chapter following written notice issued pursuant to subsection (c) of this section, shall constitute an ~~infraction~~ **misdemeanor** punishable as provided in Section 1-2.04 of the Maywood Municipal Code. Each day during which a person fails to comply with the provisions of this chapter following written notice shall constitute a separate offense.
- (e) A violation of any provision of this chapter is declared a public nuisance, and the City Attorney is authorized to abate such violation by means of a civil action.
- (f) The penalties and remedies established by this section shall become accumulative.

Section 8. Section 8-16.01 ("Temporary Structures, Canopies and Similar Uses") of Chapter 16 ("Temporary Structures and Canopies") of Title 8 ("Building Regulations") of this Code is hereby amended to read as follows:

Temporary structures as defined by Section 2020.200 of the Zoning Ordinance are not permitted in any zoning land use designation where visible from the public right-of-way except pursuant to this section. The definition of temporary structure shall also include any structure which is covered by a tarpaulin,

LEGISLATIVE DIGEST OF MUNICIPAL CODE REVISIONS

or a tarpaulin which is suspended by any means which is used for shelter purposes.

Professionally manufactured appropriately sized canopies and tarpaulin covers designed for shelter of vehicles or outdoor activities and used in the manner for which they were designed, may be maintained on a long-term basis in driveways and approved parking areas of front yards, side yards and rear yards for the cover of vehicles, so long as they are properly maintained in safe condition, do not become deteriorated, and do not protrude into the front yard setback area from the front of the building structure by more than three (3') feet.

Except as provided above, temporary structures visible from the public right-of-way such as canopies or tarpaulin covers, shall not be utilized for longer than forty-eight (48) consecutive hours, once a month in any calendar year on any lot within the City. Violation of this section may be enforced by any means legally available to the City, including as set forth in Chapter 2 ("Penalty Provisions") of Title 1 ("General Provisions") of this Code, as that Chapter may be amended from time to time ~~citation as an administrative violation or an infraction.~~

Section 9. The following sections and subsections are hereby repealed and deleted in their entirety:

- (a) Section 5-22.05 ("Littering – Violation: Infraction"); and,
- (b) Section 5-30.02 ("Consumption of Alcoholic Beverages – Violation: Infraction").

SECTION 10: Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion 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 thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

LEGISLATIVE DIGEST OF MUNICIPAL CODE REVISIONS

SECTION 11: **Effective Date.** This Ordinance shall go into effect and be in full force and operation from and after thirty (30) days after 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.

AGENDA REPORT
CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: April 22, 2026

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 FY 25/26 PAVEMENT REHABILITATION PROGRAM IN THE AMOUNT OF \$2,968,000.00

RECOMMENDATION:

It is recommended that the City Council approve and award a contract to Onyx Paving Company, Inc. for the FY 25/26 Pavement Rehabilitation Program Project for a total amount of \$2,968,000.00, appropriate \$157,000 from Proposition A Fund 221 and \$789,280 from Measure M Fund 225, and Construction Management and Inspection Services by Transtech Engineers, Inc. pursuant to their On-Call Professional Consulting Services Agreements.

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, installation of banner poles, bus shelter infrastructure, storm drain connector pipe screen (CPS), signage, striping and pavement markings, and related work. The proposed improvements will be completed within 180 working days, including long lead time material procurement (banner poles). The project location map is shown on Attachment No. 3.

On March 26, 2026, staff advertised Notice Inviting Bids (NIB) on the local newspaper in conformance with City of Maywood Municipal Code Section 3-7.04. Bids were due on April 15, 2026, at 11:00 AM.

DISCUSSION:

On April 15, 2026, at 11:00 AM, a total of seven (7) bids were received as shown below:

Contractor Name (from low to high cost)	Base Bid Total	Additive Alternate Bid Total	Base Bid + Additive Alternate Bid Total
Onyx Paving Company	\$2,111,000.00	\$857,000.00	\$2,968,000.00
All American Asphalt	\$2,198,092.05	\$849,000.00	\$3,047,092.05
Gentry Brothers, Inc.	\$2,247,915.00	\$809,000.00	\$3,056,915.00
Hardy & Harper, Inc.	\$2,285,000.00	\$1,140,000.00	\$3,425,000.00
Excel Paving Company	\$2,534,542.00	\$545,000.00	\$3,079,542.00

Sequel Contractors	\$2,539,040.00	\$606,000.00	\$3,145,040.00
Axiom Group	\$2,616,822.00	\$1,202,400.00	\$3,819,222.00

The award decision is based on the base bid schedule total. The base bid schedule scope includes asphalt concrete resurfacing (cold mill and overlay), asphalt slurry seal, curb and gutter, sidewalk replacement at various locations, bus shelter infrastructure, storm drain connector pipe screen (CPS), signage, striping and pavement markings, and related work. The total base bid amount on the apparent 1st low bid submitted by Onyx Paving Company, Inc. is \$2,111,000.00.

The project bid package also includes additive alternate bid schedule. The additive alternate bid schedule scope includes construction of 40 concrete curb ramps, installation of 15 banner poles, and related work. According to the contract documents, the City may add bid items from the additive alternate bid schedule at the sole and complete discretion of the City as part of the performance of the contract. The total additive alternate bid amount on the apparent 1st low bid submitted by Onyx Paving Company, Inc. is \$857,000.00. The total base bid and additive alternate bid total amount equals to \$2,986,000.00.

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 \$2,986,000.00 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:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total estimated project cost of \$3,766,280.00 will be funded as follows:

General Fund 100	\$98,094
TDA Article III Fund 214	\$95,000
SB 1 Fund 216	\$826,892
PROP C Fund 222	\$595,000
Measure R Fund 224	\$790,000
Measure M Fund 225	\$1,089,280
LACMTA Fund 227	\$75,014
Measure W Fund 280	\$40,000
Prop A Fund 221 (Citywide Bus Shelters)	\$157,000
Total Project Funds	\$3,766,280.00

Below is the project cost breakdown:

Construction Contract	\$2,968,000.00
Contingency Budget allowance for unforeseen conditions as necessary (10%)	\$296,800.00
Total Construction Budget	\$3,264,800.00
Design Engineering (Preparation of PS&E)	\$175,000.00
Construction management, inspection, materials testing/inspection	\$326,480.00
Total Project Budget	\$3,766,280.00

Of the total project cost of \$3,766,280, \$2,820,000 has already been budgeted across the various funds noted above in FY2025-26. The remaining \$946,280 will require additional appropriations, consisting of \$157,000 from Proposition A Fund 221 and \$789,280 from Measure M Fund 225.

ATTACHMENT(S)

1. Attachment 1, Agreement
2. Attachment 2, Bid
3. Attachment 3, Project Location Map

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

CONTRACT

CITY OF MAYWOOD CONTRACT FOR FY 25/26 PAVEMENT REHABILITATION PROGRAM

THIS CONTRACT ("Contract") is made and entered this April 22, 2026 ("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 FY 25/26 Pavement Rehabilitation Program ("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 Two Million Nine Hundred Sixty Eight Thousand dollars (\$2,968,000.00) 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:

FY 25/26 PAVEMENT REHABILITATION PROGRAM
(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:

FY 25/26 PAVEMENT REHABILITATION PROGRAM

(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*)

CITY OF MAYWOOD, CALIFORNIA



BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS for FY 25/26 PAVEMENT REHABILITATION PROJECT

Date Issued: March 26, 2026

Bid Due Date:
April 15, 2026, 11:00 AM

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
FY 25/26 PAVEMENT REHABILITATION PROJECT**

NOTICE IS HEREBY GIVEN that the City of Maywood, California ("City") invites electronic Bids for the Project up to the hour of **11:00 AM** on **April 15, 2026**. 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 Microsoft Teams via following link:

<https://teams.microsoft.com/meet/25192981177394?p=S5lpauCAynkcCPMC00>
Or call in (audio only): 747-208-5425 Phone conference ID: 128 001 412#

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, streetlight and banner pole installation and other appurtenant improvements 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 60 working days of the issuance of the Notice to Proceed for the base bid schedule. If the City awards the additive alternate bid schedule, then, additional working days will be added to the Contract as listed on Section "Instructions to Bidders", Construction Schedule, Progress Of Work, Liquidated Damages of the Bid Package.

ESTIMATED COST OF WORK. Estimated cost is \$2,200,000.

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.

CONSTRUCTION SCHEDULE, PROGRESS OF WORK, LIQUIDATED DAMAGES: In accordance with the provisions of Section 6-1.1 of the Standard Specifications for Public Works Construction ("Greenbook"), latest edition, and/or as may be provided for within the herein Special Provisions, after notification of award and prior to start of any work, the Contractor's shall submit to the Engineer for approval its proposed Construction Schedule. The selected Contractor shall complete the project within the duration identified on Section NIB. "Time of Completion" of City's issuance of a Notice to Proceed.

The following is the project schedule showing important milestones the contractor shall adhere to:

Task No	Description	Date
1.City Task	Contract award by the City Council.	Date 1
2.City Task	City will send out Contract to Contractor for signatures.	Date 2 = Date 1 + 5 working days
3.Contractor Task	Contractor shall return signed Contract with required bonds and insurances to City.	Date 3 = Date 2 + 5 working days
4. City Task	City will counter sign the Contract and provide a fully executed Contract to Contractor.	Date 4 = Date 3 + 5 working days
5. Joint Task	A Pre-construction meeting will be held. Contractor shall submit its project schedule and all material submittals to the City at the Pre-construction meeting, with project start date established based on Date 6 shown in Task 6.	Date 5 = Date 4 + 5 working day <i>Note: If Contractor delays attending the pre-con meeting and does not submit project schedule within the required duration, City will assess \$500 per calendar day as liquidated damages.</i>
6. Scheduled Task	City will issue to the Contractor NTP (Notice to Proceed) to commence with the project construction.	Date 6 = Date 5 + 5 working days (Effective Date of for the start of construction)
From the project start date established based on Date 6 shown in Task 6, the contractor shall complete the project within 60 working days for base bid schedule as follows. If the City elects to award additive alternate bid schedule (at City discretion), then, additional working days will be added to the Contract as identified below:		

Task No	Description	Date
7. Contractor Task	Contractor shall complete field construction for base bid schedule within 60 working days. If Additive Bid Schedule A, Bid Item A.1 is awarded (at City's discretion), then, add 20 working days for this work. If Additive Bid Schedule A, Bid Item A.2, A.3, A.4 are awarded (at City's discretion), then, add 100 working days for this work to allow the Contractor coordinate the procurement of long lead time materials including streetlight standards (poles etc.), signs and other materials. Note: Any area cold milled, shall be paved within 2 working days. No street area shall be left open with cold milled section during weekend (Saturday and Sunday) or during City recognized holidays. All cold milled areas shall be paved by 3 pm Friday (Within the same working week). Immediately after paving, temporary cat tracking shall be painted and temporary tabs shall be placed to delineate lane lines, crosswalks, stop legends, stop bars, limit lines, and all other markings and legends as necessary. No parking signs shall be posted onsite minimum 72 hours prior to the pavement rehabilitation operations. Resident notifications shall be hand delivered minimum 1 week prior to the rehabilitation operations. Any area of demolished Portland Cement Concrete (PCC) shall be fully reconstructed within two (2) working days of demolition. At no time shall demolished or removed sidewalk, curb ramp, curb, or gutter sections be left open over a weekend (Saturday and Sunday) or during City-recognized holidays. All PCC demolition occurring during a given workweek shall be fully reconstructed no later than 3:00 p.m. on Friday of that same workweek, unless otherwise approved in writing by the City	Date 7 = Date 6 + 60 working days <i>Note: If the work described in this task is not completed by the contractor within the required duration, City will assess \$500 per calendar day as liquidated damages.</i>
All durations above related to Contractor tasks shall remain the same regardless of City's completion of City tasks.		

At a scheduled date prior to commencement of work, the Contractor and all subcontractors shall attend a pre-construction conference at the City Hall. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of MAYWOOD. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by

the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the/an allotted time so that the damages are minimized.

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
FY 25/26 PAVEMENT REHABILITATION PROJECT**

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. _____ 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 630360, Class A, C12, which expires on 10/31/2027.

Bidder's Name: ONYX PAVING COMPANY, INC.

Signature:  COREY R. KIRSCHNER

Title: CEO Date: 4/13/2026

Signature:  JAY KIRSCHNER

Title: VP, SEC, TREAS. Date: 4/13/2026



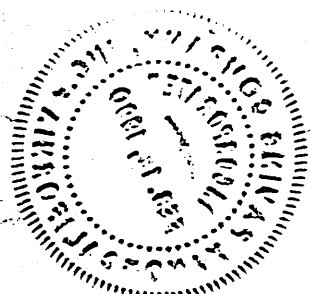
1. The purpose of this document is to provide information regarding the status of the project and the progress of the work. The information is classified as SECRET - SECURITY INFORMATION.

2. The information is classified as SECRET - SECURITY INFORMATION.

3. The information is classified as SECRET - SECURITY INFORMATION.

4. The information is classified as SECRET - SECURITY INFORMATION.

5. The information is classified as SECRET - SECURITY INFORMATION.



CITY OF MAYWOOD
BID SHEETS FOR
FY 25/26 PAVEMENT REHABILITATION PROJECT

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.	COLDMILL 1.50" EXISTING AC PAVEMENT.	861,000	SF	\$ <u>0.28</u>	\$ <u>241,080</u>
2.	TYPE II SLURRY SEAL EXISTING AC PAVEMENT. REMOVE MARKING, STRIPING AND RAISED PAVEMENT MARKERS PRIOR TO APPLICATION OF SLURRY ON AC PAVEMENT.	343,000	SF	\$ <u>0.28</u>	\$ <u>96,040</u>
3.	CONSTRUCT 1.50" THICK AC PAVEMENT. (C2 PG 64-10)	8,075	TON	\$ <u>123</u>	\$ <u>993,225</u>
4.	LOCALIZED AC PAVEMENT REPAIR AT THE ENGINEER'S DIRECTION DURING CONSTRUCTION: REMOVE AC PAVEMENT SECTION TO A DEPTH OF 10" AND RECONSTRUCT IT WITH 4" AC PAVEMENT SECTION CONSISTING OF 2" AC WEARING COURSE (TYPE C2-PG 64-10) AND 2" AC LEVELING COURSE (TYPE B-PG 64-10) WITH 6" CRUSHED AGGREGATE BASE AND PRIOR TO CONSTRUCTION OF AC PAVEMENT SECTION, SCARIFY AND RECOMPACT THE EXPOSED BASE/SUBGRADE.	2,500	SF	\$ <u>20</u>	\$ <u>50,000</u>
5.	INSTALL BLUE REFLECTIVE RAISED PAVEMENT MARKERS (RPM-921-B) AT ALL EXISTING FIRE HYDRANT.	47	EA	<u>11</u>	<u>517</u>
6.	INSTALL R1-3P (ALL WAY) PER CAMUTCD.	126	EA	<u>222</u>	<u>27,972</u>

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
7.	INSTALL "25" MPH SPEED LIMIT SIGN (R2 - 1) PER CAMUTCD. WORK LOCATIONS PROVIDED IN APPENDIX G - PAVEMENT MARKING AND SIGNS EXHIBIT.	2	EA	345	690
8.	PAVEMENT MARKING & STRIPING INCLUDING AC SPEED HUMP MARKINGS AND RPMS BUT EXCLUDE FIRE HYDRANT REFLECTIVE RAISED PAVEMENT MARKERS. WORK ALSO INCLUDES PAVEMENT MARKINGS IN APPENDIX G - PAVEMENT MARKING AND SIGNS EXHIBIT.	1	LS	195,748 (C) 224,748	195,748 (C) 224,748
9.	ADJUST EXIST. STORM DRAIN/SEWER MANHOLE FRAME AND COVER TO GRADE.	96	EA	777	74,592
10.	ADJUST EXIST. WATER/GAS VALVE COVER TO GRADE.	106	EA	111	11,766
11.	REMOVE AND RECONSTRUCT AC SPEED HUMP EXCLUDING MARKINGS.	11	EA	3,000	33,000
12.	REMOVE AND RESTORE EXISTING TYPE E AND/OR D TRAFFIC LOOP DETECTOR LOOP AS SHOWN ON THE PLAN AND CONNECT WIRES TO EXISTING LEAD IN CABLES TO MATCH EXISTING PER CALTRANS STD ES-5D.	67	EA	639	42,813
13.	FURNISH AND INSTALL CONNECTOR PIPE SCREEN (CPS) (AT CITY OWNED CB LOCATIONS) AS PER LA COUNTY STANDARDS, LOCATIONS AND SPECIFICATIONS PROVIDED IN APPENDIX D - CONNECTOR PIPE SCREEN (CPS) INSTALLATION LOCATIONS AND SPECIFICATIONS. WORK SHALL INCLUDE INSPECTING AND MEASURING CATCH BASINS.	11	EA	3,169	34,859
14.	REMOVE AND RECONSTRUCT EXISTING CONCRETE CURB AND GUTTER PER SPPWC STD PLAN NO 120-3 TO MATCH EXISTING AT VARIOUS LOCATIONS. WORK SHALL INCLUDE 12" WIDE BY 8" DEEP AC PAVEMENT SLOT CUT AND RESTORE IT AC, TYPE C2-PG 64-10, FULL DEPTH OF AC.	154	LF	137	21,098

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
15.	SAWCUT AND REMOVE EXISTING (JOINT TO JOINT) AND RECONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO 113-2. WORK LOCATIONS PROVIDED IN APPENDIX E - PCC SIDEWALK REPLACEMENT LOCATIONS.	2,800	SF	22	61,600
16.	REMOVE EXISTING BUS STOP SIGN & POLE INCLUDING FOOTINGS AND FOUNDATIONS. REMOVE EXISTING (JOINT TO JOINT) SIDEWALK AND RECONSTRUCT 4" PCC PER SPPWC STD PLAN NO 113-2. FURNISH AND INSTALL NEW BUS SHELTER (INCLUDING SHELTER, 2 BENCHES, TRASH BIN, DISPLAY, MOUNTINGS, BRACKETS, SIGNS, SOLAR POWERED LIGHTING, FOOTINGS, FOUNDATIONS AND ALL RELATED APPURTENANCES) AS SHOWN ON APPENDIX F FOR COMPLETE INSTALLATION. WORK LOCATIONS PROVIDED IN APPENDIX F - BUS SHELTER SPECIFICATIONS & LOCATIONS.	1	EA	65,000	65,000
17.	REMOVE EXISTING BUS SHELTER (INCLUDING SHELTER, BENCHES, TRASH BINS, SIGNS, FOOTINGS, FOUNDATIONS AND ALL RELATED APPURTENANCES). REMOVE EXISTING (JOINT TO JOINT) SIDEWALK AND RECONSTRUCT 4" PCC PER SPPWC STD PLAN NO 113-2. FURNISH AND INSTALL NEW BUS SHELTER (INCLUDING SHELTER, 2 BENCHES, TRASH BIN, DISPLAY, MOUNTINGS, BRACKETS, SIGNS, SOLAR POWERED LIGHTING, FOOTINGS AND FOUNDATIONS AND ALL RELATED APPURTENANCES) AS SHOWN ON APPENDIX F FOR COMPLETE INSTALLATION. WORK LOCATIONS PROVIDED IN APPENDIX F - BUS SHELTER SPECIFICATIONS & LOCATIONS.	1	EA	65,000	65,000

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
18.	PROTECT EXISTING BUS STOP SIGN & POLE. FURNISH AND INSTALL 1 NEW BUS BENCH AS SHOWN ON APPENDIX F FOR COMPLETE INSTALLATION. WORK LOCATIONS PROVIDED IN APPENDIX F - BUS SHELTER SPECIFICATIONS & LOCATIONS.	1	EA	2,000	2,000
19.	REMOVE EXISTING BENCH, BUS STOP SIGN & POLE INCLUDING FOOTINGS AND FOUNDATIONS. REMOVE EXISTING (JOINT TO JOINT) SIDEWALK AND RECONSTRUCT 4" PCC PER SPPWC STD PLAN NO 113-2. FURNISH AND INSTALL NEW BUS SHELTER (INCLUDING SHELTER, 2 BENCHES, TRASH BIN, DISPLAY, MOUNTINGS, BRACKETS, SIGNS, SOLAR POWERED LIGHTING, FOOTINGS, FOUNDATIONS AND ALL RELATED APPURTENANCES) AS SHOWN ON APPENDIX F FOR COMPLETE INSTALLATION. WORK LOCATIONS PROVIDED IN APPENDIX F - BUS SHELTER SPECIFICATIONS & LOCATIONS.	1	EA	65,000	65,000
TOTAL BASE BID AMOUNT IN NUMBERS					\$ 2,082,000 (K) 2,111,000
TOTAL BASE BID AMOUNT IN WORDS: Two million eighty-two thousand (K) one hundred eleven thousand dollars even.					

ADDITIVE ALTERNATE BID SCHEDULE A					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
ADD A.1	REMOVE EXISTING IMPROVEMENTS AND CONSTRUCT/RECONSTRUCT CURB RAMP PER SPPWC STD PLAN NO 111-5, CASE AND TYPE TO BE DETERMINED BY THE ENGINEER DURING CONSTRUCTION, WORK INCLUDES 12" BY 8" DEEP AC PAVEMENT SLOT CUT TO BE RESTORED FULL DEPTH WITH AC, TYPE C2-PG 64 10, RECONSTRUCTION OF ASSOCIATED PCC SIDEWALK, ADJUST EXISTING UTILITY VAULT, BOXES & VALVE TO GRADE, AND RECONSTRUCTION OF CURB & GUTTER/CROSS GUTTER SHALL BE INCLUDED.	40	EA	\$ <u>13,875</u>	\$ <u>555,000</u>
ADD A.2	FURNISH AND INSTALL NEW MAYWOOD DECO FLUTED BANNER POLE ASSEMBLY PER DRAWING# 09-S00168-080709-1 BCFL01850-5A70RF185BLK-BP DESIGNED FOR 100MPH PAINTED SEMI-GLOSS BLACK, OR APPROVED EQUAL, WITH ASSOCIATED FOOTINGS PER SPPWC STD PLAN NO 432-1. LOCATIONS AND SPECIFICATIONS PROVIDED IN APPENDIX C - STREETLIGHT AND BANNER POLE INSTALLATION LOCATIONS AND MANUFACTURER CUTSHEETS. THE WORK SHALL INCLUDE REMOVING EXISTING FOOTINGS, REPAIRING DAMAGED SIDEWALK AFFECTED BY CONSTRUCTION PER SPPWC STD PLAN NO 113-2.	13	EA	<u>16,000</u>	<u>208,000</u>

ADDITIVE ALTERNATE BID SCHEDULE A					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
ADD A.3	FURNISH AND INSTALL NEW MAYWOOD "M" POLE ASSEMBLY PER DRAWING# 10-C00003-010710-1, OR APPROVED EQUAL, WITH ASSOCIATED FOOTINGS PER SPPWC STD PLAN NO 432-1, LOCATIONS AND SPECIFICATIONS PROVIDED IN APPENDIX C - STREETLIGHT AND BANNER POLE INSTALLATION LOCATIONS AND MANUFACTURER CUTSHEETS. THE WORK SHALL INCLUDE REMOVING EXISTING FOOTINGS, REPAIRING DAMAGED SIDEWALK AFFECTED BY CONSTRUCTION PER SPPWC STD PLAN NO 113-2.	2	EA	27,000	54,000
ADD A.4	FURNISH AND INSTALL NEW BANNER BRACKET KITS MANUFACTURED BY SOUTH COAST LIGHTNING AND DESIGN, OR APPROVED EQUAL, WITH ALL REQUIRED ACCESSORIES PER APPENDIX C - STREETLIGHT AND BANNER POLE INSTALLATION LOCATIONS AND MANUFACTURER CUTSHEETS CONCRETE POLE BANNER ARMS AS PER DRAWING NUMBER 13-S00071-031813-3 SHEET NUMBER 3 OF 3.	10	EA	4,000	40,000
TOTAL ADDITIVE ALTERNATE BID AMOUNT IN NUMBERS					\$ 857,000
TOTAL ADDITIVE ALTERNATE BID AMOUNT IN WORDS: <u>Eight hundred fifty seven thousand dollars even.</u>					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT. The ADDITIVE ALTERNATE BID ITEMS shown per the ADDITIVE ALTERNATE BID SCHEDULE above will not be taken into account in determining the lowest responsible bidder. City may add bid items from the ADDITIVE 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.	

2,111,000

TOTAL BASE BID AMOUNT IN DIGITS: \$ 2,111,000 (CK)

TOTAL BASE BID AMOUNT IN WORDS: Two million one hundred eleven thousand dollars even. (CK)

~~Two million eighty-two thousand dollars even.~~

Signature: _____ Title: CEO Date: 4/13/2026

Signature: _____ COREY R. KIRSCHNER

Signature: _____ Title: VP, SEC, TREAS. Date: 4/13/2026

Signature: _____ JAY KIRSCHNER



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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: 22707 LA PALMA AVE, YORBA LINDA, CA 92887
- (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: 630360; A, C12
Original Date Issued: 10/09/1991 Expiration Date: 10/31/2027
- (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: 4/8/2026
- (11) Number of years' experience the company has as a contractor in construction work: 36
- (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 - PRESIDENT;
RICHARD DEVOS - CFO; JAY KIRSCHNER - VP, SEC, TREAS.
22707 LA PALMA AVE, YORBA LINDA, CA 92887 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:

- (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:

Pavement Rehabilitation Program FY 2024-25 - Project No. 6224, Pavement

Rehabilitation Project FY 2019-2020

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.

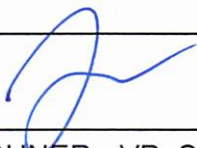
The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Company

Signature: 

Title: COREY R. KIRSCHNER - CEO

Date: 4/13/2026

Signature: 

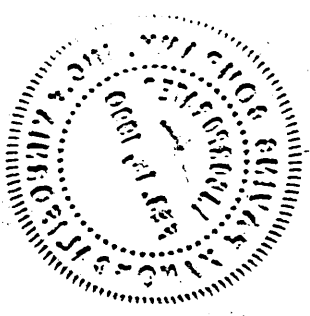
Title: JAY KIRSCHNER - VP, SEC, TREAS.

Date: 4/13/2026



1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

[Faint, illegible handwritten notes]



REFERENCES FORM

The bidder is required to state what work of a similar character to that included in the proposed contract they have successfully performed and give references which will enable the City to judge of their responsibility, experience, skill, business and financial standing.

The following are the names, addresses, and telephone numbers for six public agencies for which BIDDER has performed similar work with public agency within the past **five years**, provide the following information:

Project 1 Name/Number AREA 3 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION

Project Description CITYWIDE STREET IMPROVEMENTS

Approximate Construction Dates From: APRIL 2024 To: SEP 2024

Agency Name: CITY OF DIAMOND BAR

Contact Person: CHRISTIAN MALPICA **Telephone:** (909) 208-5199

Address: 21810 COPLEY DR. DIAMOND BAR, CA 91765

Original Contract Amount: \$9,369,000 **Final Contract Amount:** \$9,619,251.50

If final amount is different from original amount, please explain (change orders, extra work, etc.).
STRIPING LAYOUT CHANGES REQUESTED BY CITY,
ADDITIONAL CONCRETE WORK REQUESTED BY CITY

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.

N/A

Project 2 Name/Number RESIDENTIAL STREETS PAVEMENT REHABILITATION PROJECT – AREA 5&7

Project Description CITYWIDE STREET IMPROVEMENT

Approximate Construction Date From: JULY 2024 To: JAN 2025

Agency Name: CITY OF DOWNEY

Contact Person: EDWARD TORRES **Telephone:** (562) 904-7110

Address: 11111 BROOKSHIRE AVE., DOWNEY, CA 90241

Original Contract Amount: \$ 7,337,000 Final Contract Amount: \$ 8,745,633.88

If final amount is different from original amount, please explain (change orders, extra work, etc.).
ADDITIONAL WORK ADDED BY CITY. DISCREPANCY IN
BID ITEM QUANTITY VERSUS ACTUAL QUANTITY IN FIELD AND ON PLANS.

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.

N/A

Project 3 Name/Number FY 23-24 RESIDENTIAL STREET REHABILITATION PROJECT

Project Description VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

Approximate Construction Dates From: OCT 2024 To: FEB 2025

Agency Name: CITY OF WEST COVINA

Contact Person: OKAN DEMIRCI **Telephone:** (714)319-6137

Address: 1444 W GARVEY AVE S, WEST COVINA, CA 91790

Original Contract Amount: \$ 4,324,000 Final Contract Amount: \$ 4,407,861.46

If final amount is different from original amount, please explain (change orders, extra work, etc.).
ADDED ADA RAMPS REQUESTED BY CITY

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.

N/A

Project 4 Name/Number FY 2024-25 PAVEMENT REHABILITATION PROJECT

Project Description CITYWIDE STREET IMPROVEMENTS

Approximate Construction Dates From: JUNE 2025 To: DEC 2025

Agency Name: CITY OF TEMPLE CITY

Contact Person: ADAM TALBOT **Telephone:** (626) 762-8531

Address: 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780

Original Contract Amount: \$5,014,369 **Final Contract Amount:** \$5,392,669.48

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

ADDITIONAL WORK INCLUDING CONCRETE
IMPROVEMENTS, GRINDING & PAVING, AND STRIPING & SIGNING REQUESTED BY CITY.

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.

N/A

Project 5 Name/Number GLENWOOD DRIVE PAVEMENT REHABILITATION

Project Description CITYWIDE ASPHALT REPAIRS & SLURRY

Approximate Construction Dates From: OCT 2025 To: NOV 2025

Agency Name: CITY OF ALISO VIEJO

Contact Person: QUANG LE **Telephone:** (949) 425-2531

Address: 12 JOURNEY, ALISO VIEJO, CA 92656

Original Contract Amount: \$1,110,000 **Final Contract Amount:** \$1,116,282.62

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

ADDITIONAL CONCRETE WORK NEEDED TO INSTALL
ADA RAMPS.

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.

N/A

Project 6 Name/Number IRVINE CENTER DRIVE PAVEMENT REHABILITATION

Project Description VARIOUS STREET FULL DEPTH RECONSTRUCTION

Approximate Construction Dates From: NOV 2024 To: JUNE 2025

Agency Name: CITY OF IRVINE

Contact Person: FARHAD BOLOURCHI **Telephone:** (949) 724-6689

Address: 1 CIVIC CENTER PLAZA, IRVINE, CA 92606

Original Contract Amount: \$ 7,595,000 **Final Contract Amount:** \$ 7,835,217.88

If final amount is different from original amount, please explain (change orders, extra work, etc.).
CHANGE ORDER FOR NEW STRIPING LAYOUT AND MATERIALS.

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.

N/A

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
catracking Inc.	991122 - A, B, C8, C12, C32, C31	1000011750	Riverside, CA 951-682-1494	striping	\$193,170
Case Land Surveying Inc.	LS411 - surveyor	1000001533	Orange, CA 714-628-8948	survey	\$42,925
American Asphalt South, Inc.	784969 - A	1000000645	Riverside, CA 909-427-8276	slurry seal	\$81,291
Logos Engineering Inc.	1034755 - A, C42	1000058563	Perris, CA 714-271-7187	CB screen	\$33,000

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
Smithson Electrical, Inc.	614518 C-10	1000001610	Orange, CA (714) 997-9556	Loops	\$33,000 \$36,850
Electron Belco Electrical, Inc.	738518 A, B, C-10	1000004804	Chino, CA (909) 993-5470	Electrical	\$393,138

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

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

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name ONYX PAVING COMPANY, INC.

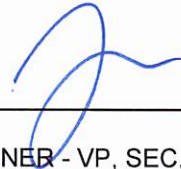
	Current Year of Record	2025	2024	2023	2022	2021	Total
Number of contracts	34	97	121	140	133	89	614
Total dollar amount of contracts (in thousands of dollars)	37,860	132,876	150,319	108,532	83,134	42,805	555,529
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	3	2	1	0	2	8
Number of lost 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 - CEO

Date: 4/13/2026

Signature: 

Title: JAY KIRSCHNER - VP, SEC, TREAS.

Date: 4/13/2026



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: FY 25/26 Pavement Rehabilitation Project

WHEREAS Onyx Paving Company, Inc. - 22707 La Palma Avenue, Yorba Linda, CA 92887
(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 _____
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.

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: April 9th, 2026

"Principal"

Onyx Paving Company, Inc.
22707 La Palma Avenue, Yorba Linda, CA 92887

By: [Signature]
Its: Corey R. Kirschner - CEO

By: [Signature]
Its: Jay Kirschner - VP, Sec, Treas.

"Surety"

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

By: [Signature]
Its: Zyanya Hernandez, Attorney-in-Fact

By: [Signature]
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.



THE UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Washington, D. C. 20535

DATE: 10/10/60

TO: SAC, NEW YORK

FROM: SAC, NEW YORK

SUBJECT: [Illegible]

RE: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]

8. [Illegible]

9. [Illegible]

10. [Illegible]

11. [Illegible]

12. [Illegible]

13. [Illegible]

14. [Illegible]

15. [Illegible]

16. [Illegible]

17. [Illegible]

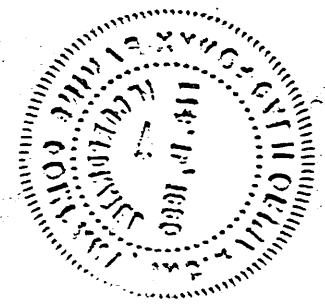
18. [Illegible]

19. [Illegible]

20. [Illegible]

21. [Illegible]

22. [Illegible]



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 April 9, 2026 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 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 April 9, 2026 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Jay 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

A handwritten signature in blue ink that reads "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

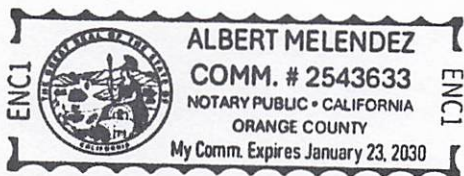
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange }

On APR 09 2026, 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.



WITNESS my hand and official seal.

SIGNATURE [Signature]

PLACE NOTARY SEAL ABOVE

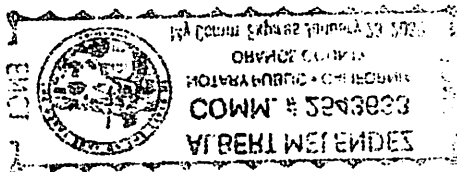
Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____



7000 000000

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
JOAQUIN PEREZ, JONATHAN BATIN, VANESSA RAMIREZ, ZYANYA HERNANDEZ and CHRISTINE STRADFORD

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

By Gerald Jagrowski
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, 2022

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, 2022, 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 9th day of April, 2026.

Jeffrey Goldberg
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 4/13/2026 [date], at YORBA LINDA [city], CALIFORNIA [state].

Signature: 

Printed Name: COREY R. KIRSCHNER - CEO

Date: 4/13/2026

Signature: 

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

Date: 4/13/2026



UNITED STATES DEPARTMENT OF JUSTICE

OFFICE OF THE ATTORNEY GENERAL

WASHINGTON, D. C. 20530

TO: [illegible]
FROM: [illegible]
SUBJECT: [illegible]

[illegible text block]

[illegible text block]

[illegible text block]

[illegible text block]





REFERENCES

PROJECT NAME: AREA 3 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

COMPLETION DATE: SEP 2025

CONSULTING COMPANY: CITY OF DIAMOND BAR – 21810 COPLEY DR. DIAMOND BAR, CA 91765

CONTACT PERSON: CHRISTIAN MALPICA // (909) 208-5199 // Cmalpica@DiamondBarCA.gov

ORIGINAL CONTRACT AMOUNT: \$9,369,000

FINAL CONTRACT AMOUNT: \$9,619,251.50

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: STRIPING LAYOUT CHANGES REQUESTED BY CITY, ADDITIONAL CONCRETE WORK REQUESTED BY CITY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREETS PAVEMENT REHABILITATION PROJECT – AREA 5&7

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENT

COMPLETION DATE: JAN 2025

AGENCY: CITY OF DOWNEY – 11111 BROOKSHIRE AVE., DOWNEY, CA 90241

CONTACT PERSON: EDWARD TORRES // (562) 904-7110 // etorres@downeyca.gov

ORIGINAL CONTRACT AMOUNT: \$7,337,000

FINAL CONTRACT AMOUNT: \$8,745,633.88

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADDITIONAL WORK ADDED BY CITY. DISCREPANCY IN BID ITEM QUANTITY VERSUS ACTUAL QUANTITY IN FIELD AND ON PLANS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 23-24 RESIDENTIAL STREET REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

COMPLETION DATE: FEB 2025

AGENCY: CITY OF WEST COVINA – 1444 W GARVEY AVE S, WEST COVINA, CA 91790

CONTACT PERSON: OKAN DEMIRCI // (714)319-6137 // okan.demirci@transtech.org

ORIGINAL CONTRACT AMOUNT: \$4,324,000

FINAL CONTRACT AMOUNT: \$4,407,861.46

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADDED ADA RAMPS REQUESTED BY CITY.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

22707 La Palma Ave. Yorba Linda, CA 92887 – TEL (714) 632-6699 – FAX (714) 632-1883



PROJECT NAME: FY 2024-25 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

COMPLETION DATE: DEC 2025

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

CONTACT PERSON: ADAM TALBOT // (626) 762-8531 // Adam.Talbot@transtech.org

ORIGINAL CONTRACT AMOUNT: \$5,014,369

FINAL CONTRACT AMOUNT: \$5,392,669.48

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADDITIONAL WORK INCLUDING CONCRETE IMPROVEMENTS, GRINDING & PAVING, AND STRIPING & SIGNING REQUESTED BY CITY.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: GLENWOOD DRIVE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: CITYWIDE ASPHALT REPAIRS & SLURRY

COMPLETION DATE: NOV 2025

AGENCY: CITY OF ALISO VIEJO – 12 JOURNEY, ALISO VIEJO, CA 92656

CONTACT PERSON: QUANG LE // (949) 425-2531 // Qle@avcity.org

ORIGINAL CONTRACT AMOUNT: \$1,110,000

FINAL CONTRACT AMOUNT: \$1,116,282.62

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADDITIONAL CONCRETE WORK NEEDED TO INSTALL ADA RAMPS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: IRVINE CENTER DRIVE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: VARIOUS STREET FULL DEPTH RECONSTRUCTION

COMPLETION DATE: JUNE 2025

AGENCY: CITY OF IRVINE – 1 CIVIC CENTER PLAZA, IRVINE, CA 92606

CONTACT PERSON: FARHAD BOLOURCHI // (949) 724-6689 – Fbolourchi@cityofirvine.org

ORIGINAL CONTRACT AMOUNT: \$7,595,000

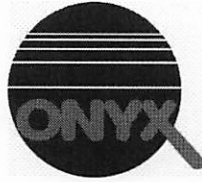
FINAL CONTRACT AMOUNT: \$7,835,217.88

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER FOR NEW STRIPING LAYOUT AND MATERIALS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

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PROJECT NAME: STREET REHABILITATION PROJECT

PROJECT DESCRIPTION: ASPHALT REMOVAL & REPLACEMENT

COMPLETION DATE: JUNE 2025

AGENCY: CITY OF SAN MARINO – 2200 HUNTINGTON DR, SAN MARINO, CA 91108

CONTACT PERSON: ANTHONY FLORES // (562) 547-8555 // aflores@zandkconsultants.com

ORIGINAL CONTRACT AMOUNT: : \$7,171,000

FINAL CONTRACT AMOUNT: \$7,529,500

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



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.COM***



REFERENCES

<u>GENERAL CONTRACTORS:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
American Asphalt South, Inc.	Eastvale	\$365,000
2990 Myers St.	Ventura	\$37,000
Riverside, CA 92503	Ontario	\$595,000
Ph: 909-427-8276	Palos Verdes Estates	\$174,000
Contact: Tim Griffin	Santa Clarita	\$484,000
Roy Allan Slurry Seal	La Mirada	\$222,000
12643 Emmens Way	Victorville	\$77,000
Santa Fe Springs, CA 90670	La Palma	\$107,000
Ph: 562-864-3363	San Clemente	\$432,000
Contact: Lawrence Allan	Buena Park	\$88,550
KASA Construction	Westminster	\$602,800
15148 Sierra Bonita Ln	El Monte	\$233,000
Chino, CA 91710		
Ph: 909-457-8260		
Contact: Sam Kasbar		
Alabbasi Construction & Engineering	Menifee	\$51,000
764 W. Ramona Expressway, Suite C	Coachella	\$45,000
Perris, CA 92571	Perris	\$68,900
Ph: 951-776-9300		
Contact: Han Sohn		

ONYX PAVING COMPANY, INC.

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Pavement Coatings Company	Los Angeles County	\$177,235
10240 San Sevaine Way	Manhattan Beach	\$115,000
Jurupa Valley, CA 91752	Upland	\$48,000
Ph: 951-934-4763		

Byrom Davey	East Los Angeles	\$344,000
1232 Monte Vista Ave, Suite 5	Los Angeles	\$333,000
Upland, Ca 91786	Anaheim	\$30,000
Ph: 858-513-7199		
Contact: Julio Diaz		

ONYX PAVING COMPANY, INC.

22707 La Palma Ave. Yorba Linda, CA 92887 – TEL (714) 632-6699 – FAX (714) 632-1883



CREDIT REFERENCES

ONYX PAVING COMPANY, INC

22707 LA PALMA AVE

YORBA LINDA ,CA 92887

DATE ESTABLISHED 1/4/90

CORP. TAX ID. # 33-0394344

TYPE OF WORK - ASPHALT PAVING

CONTRACTORS LIC. # 630360-A

PHONE: (714)632-6699

FAX: (714) 632-1883

14029 SPRINGWATER LN. EASTVALE, CA 92880

PRESIDENT: COREY R. KIRSCHNER

5000 E. SPRING ST, SUITE 620, LONG BEACH, CA 90815

BANK: AMERICAN BUSINESS BANK

PHONE: (562) 236-8114 SUSIE SMITH

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, IRWINDALE, 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.

22707 La Palma Ave. Yorba Linda, CA 92887 – TEL (714) 632-6699 – FAX (714) 632-1883



RESUME

Corey Kirschner - CEO

Corey Kirschner is a seasoned leader with over 25 years of experience fueling growth in the construction industry, particularly in asphalt paving for city municipalities. Known for sharp organizational skills and a proactive approach, Corey has been instrumental in strengthening Onyx Paving's position among the top-tier General Contractors in Southern California. Since taking ownership of Onyx Paving in 2018, a company with a distinguished 30-year legacy, Corey has driven the company to surpass \$120 million in annual revenue. With an eye for forecasting, budgeting, and crafting innovative solutions, Corey consistently navigates market challenges to deliver exceptional results, earning widespread respect and trust in the industry.

Jay Kirschner – Vice President

Jay Kirschner is Vice President at Onyx Paving since 2018. Jay takes pride in building strong, collaborative relationships with city agencies, fosters trust and open communication, ensuring projects align with municipal goals and community needs. By overseeing project managers and cultivating lasting partnerships, Jay drives seamless project delivery and upholds Onyx Paving's reputation as a trusted leader in Southern California's asphalt paving industry.

Justin Kirschner – Director of Operations

Justin Kirschner came on board with Onyx Paving in 2018. He has become a key leader managing daily operations across Southern California. He directly oversees over 20 foremen who lead a team of 150+ field employees, while keeping projects on track. Justin handles the job schedule and oversees a large fleet of equipment, working closely with the shop manager and mechanics to ensure the equipment is well-maintained and safe. Known for keeping teams efficient and meeting deadlines, Justin is quick to adapt, find solutions, and shift resources when needed. His practical approach and problem-solving skills strengthen Onyx Paving's reputation for dependable, high-quality results.

Glenn Campbell – Safety Manager

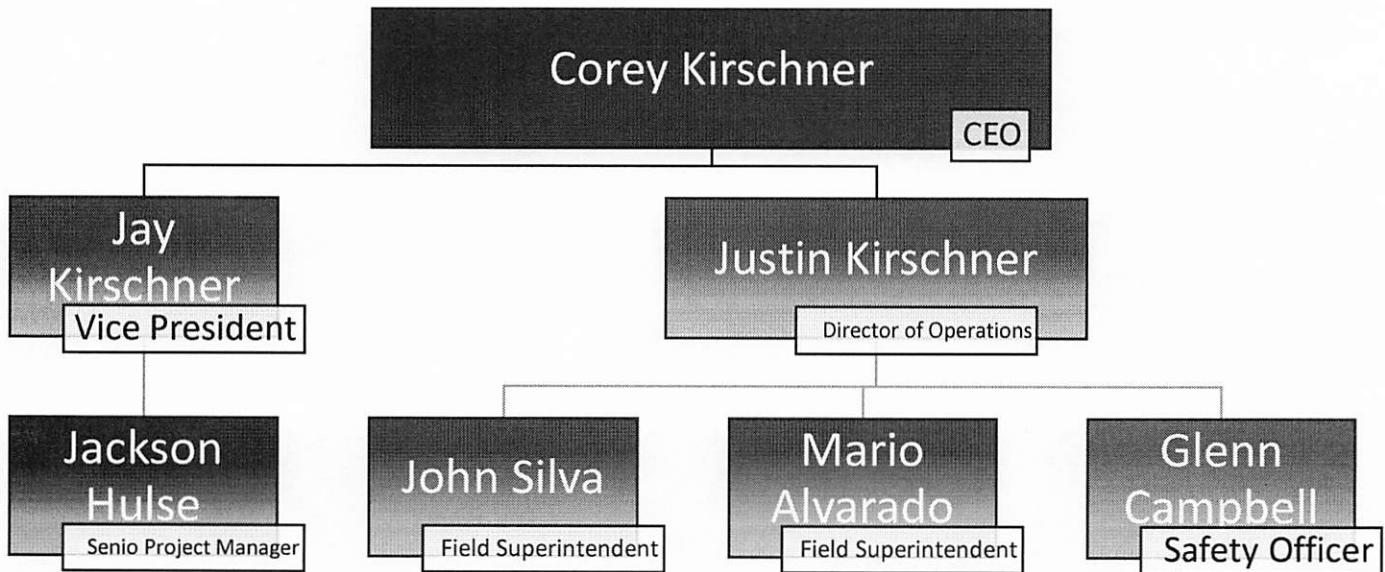
Glenn Campbell serves as Onyx Paving's dedicated Safety Manager, focusing entirely on ensuring compliance, workplace safety, and thorough employee onboarding with comprehensive training. With over 20 years of experience consulting for major highway and bridge contractors, Glenn chose to bring his expertise to Onyx Paving and make it his professional home. His approach to safety mirrors his role as head running back coach for Mater Dei football, where he fosters a team-oriented culture built on trust and care. Glenn instills a mindset where the field is his team, and he prioritizes the well-being of every employee thus cultivating a strong safety-first environment at Onyx Paving.

General Superintendents

Mario Alvarado and John Silva have over 60 years of combined experience and form the backbone of Onyx Paving's field operations. They are responsible for overseeing on-site laborers, cement masons, and operating engineers, ensuring projects are completed safely, on time, and in alignment with both city requirements and internal operational goals. Their deep expertise and hands-on leadership drive the successful execution of asphalt paving and concrete improvement projects across Southern California, maintaining Onyx Paving's commitment to quality and reliability in every job.

ONYX PAVING COMPANY, INC.

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



BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and our Field Superintendent 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

Field Superintendents

- Lead and manage on-site laborers 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

Marlo 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

CSL-200 (REV. 10/17)

AUDIT NO: 802593



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **630360**

Entity **CORP**

Business Name **ONYX PAVING COMPANY INC**

Classification(s) **A C12**

Expiration Date **10/31/2027**

www.cslb.ca.gov



CA



Public Works Support

DW

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DW David Wiltfong

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Search



1000004798 - ONYX PAVING COMPANY, INC.

Customer Account Lookup

PWCR

1000004798

Contractor Status

DIR Approved

CSLB

630360

Business Phone

7146326699

Ext

Registration Start Date

2025-07-01

Legal Entity Name

ONYX PAVING COMPANY, INC.

Doing Business As (DBA)

ONYX PAVING COMPANY, INC.

Business Structure

-- None --

President

COREY KIRSCHNER

Email

davidw@onyxpaving.com

Registration End Date

2028-06-30

Crafts

Operating Engineer Laborer and Related Classifications Cement Mason

Address

Mailing Address

2890 E. LA CRESTA AVENUE

Mailing Address - City

ANAHEIM

Mailing Address - State

CA

Mailing Address - Zip

92806

Mailing Address - Country

USA

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (10)

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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)**

June 3rd, 2025

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.

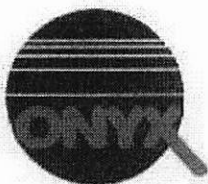
The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested 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**

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

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Onyx Paving Company Inc	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 22707 La Palma Ave,	Requester's name and address (optional)
6 City, state, and ZIP code Yorba Linda, CA 92887	
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. See also *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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 <i>David Wiltfong</i>
------------------	--

Date **11/10/2025**

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2025

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 The Baldwin Group West, LLC 15901 Red Hill Ave, Ste 100 Tustin CA 92780	CONTACT NAME: Michael Tran
	PHONE (A/C, No, Ext): (714) 505-7000 FAX (A/C, No): (714) 573-1770
	E-MAIL ADDRESS: michael.tran@wgbib.com
	INSURER(S) AFFORDING COVERAGE
INSURER A: American Zurich Insurance Comp	NAIC # 40142
INSURER B: Evanston Insurance Company	35378
INSURER C: Great American Insurance Compa	16691
INSURER D: Scottsdale Insurance Company	41297
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 195164515 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		BCS2003096	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAP106300607	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		TUE490440203	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC106300507	10/1/2025	10/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Pollution Liability		MKLV5ENV105319	10/1/2025	10/1/2026	Aggregate Occurrence Deductible \$10,000,000 \$5,000,000 \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Policy #TUE490440203 is Excess over the General Liability, Auto Liability, and Workers Compensation

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
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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BA20250508272



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20250508272

Date Filed: 3/11/2025

B3511-3304 03/11/2025 9:31 AM Received by California Secretary of State

Entity Details																			
Corporation Name		ONYX PAVING COMPANY, INC.																	
Entity No.		1659076																	
Formed In		CALIFORNIA																	
Street Address of Principal Office of Corporation																			
Principal Address		2890 E LA CRESTA AVE ANAHEIM, CA 92806																	
Mailing Address of Corporation																			
Mailing Address		2890 E. LA CRESTA AVE. ANAHEIM, CA 92806																	
Attention		Joan Ward																	
Street Address of California Office of Corporation																			
Street Address of California Office		2890 E. LA CRESTA AVE. ANAHEIM, CA 92806																	
Officers																			
<table><thead><tr><th>Officer Name</th><th>Officer Address</th><th colspan="2">Position(s)</th></tr></thead><tbody><tr><td>Corey Kirschner</td><td>2890 E LA CRESTA AVE ANAHEIM, CA 92806</td><td colspan="2">Chief Executive Officer</td></tr><tr><td>Richard DeVos</td><td>2890 E. LA CRESTA AVE. ANAHEIM, CA 92806</td><td colspan="2">Chief Financial Officer</td></tr><tr><td>Jay Kirschner</td><td>2890 E. LA CRESTA AVE. ANAHEIM, CA 92806</td><td colspan="2">Secretary</td></tr></tbody></table>				Officer Name	Officer Address	Position(s)		Corey Kirschner	2890 E LA CRESTA AVE ANAHEIM, CA 92806	Chief Executive Officer		Richard DeVos	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Chief Financial Officer		Jay Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Secretary	
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Additional Officers																			
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Director Name	Director Address																		
Anthony Steen	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806																		
Corey Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806																		
The number of vacancies on Board of Directors is: 0																			
Agent for Service of Process																			
Agent Name		COREY KIRSCHNER																	
Agent Address		2890 E. LA CRESTA AVE ANAHEIM, CA 92806																	

Type of Business	ASPHALT PAVING AND CONCRETE SERVICES
Email Notifications	Yes, I opt-in to receive entity notifications via email.
Labor Judgment	No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.
Electronic Signature	☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.
<u>Joan Ward</u>	<u>03/11/2025</u>
Signature	Date

California Environmental Protection Agency
Air Resources Board

January 1, 2026

**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 2/28/2027**

Michelle Buffington

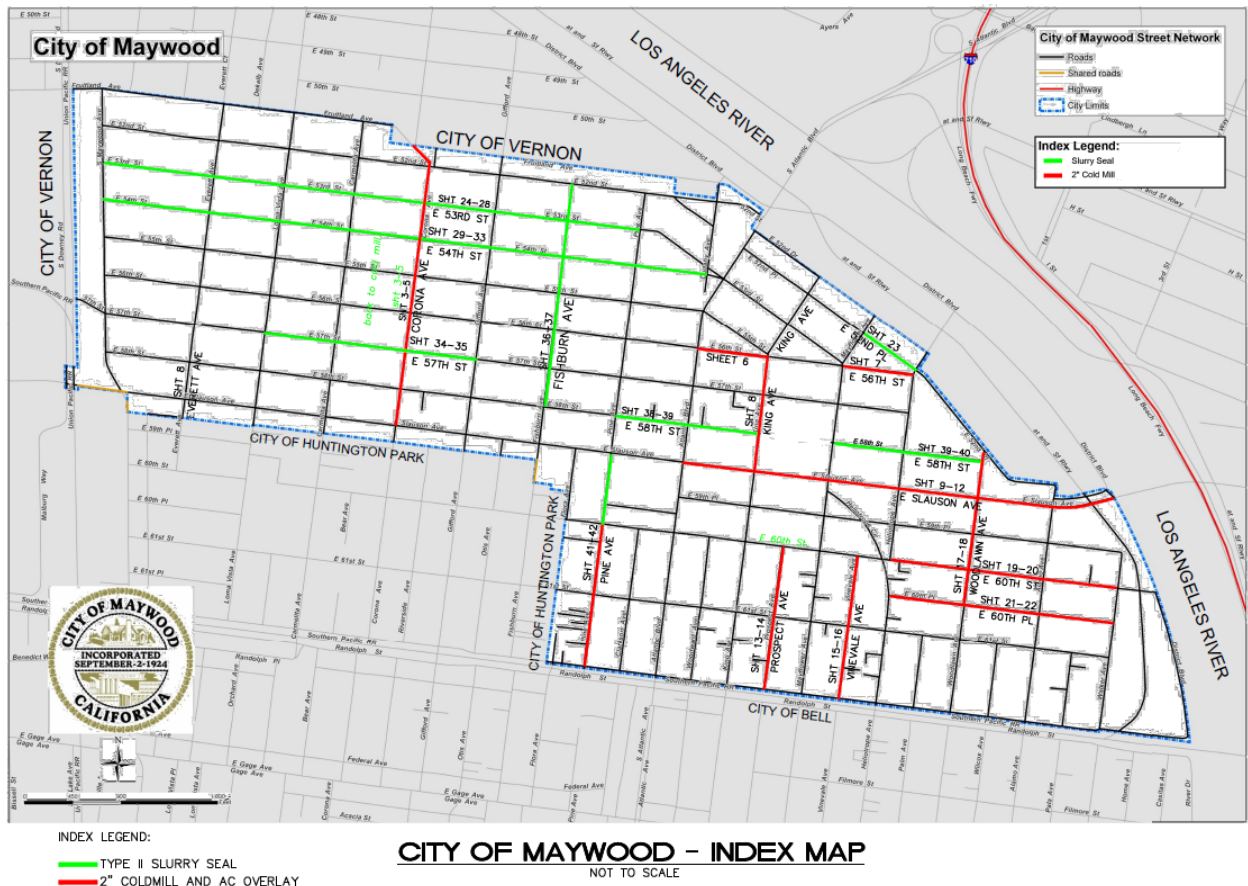
Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

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. 11.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CITY COUNCIL APPOINTMENT OF TWO MEMBERS TO THE MAYWOOD PLANNING COMMISSION

RECOMMENDATION:

Staff recommends that the City Council fill (2) vacancies on the Planning Commission. The vacancies include Seat No. 3 for a full four-year term expiring February 6, 2030, and Seat No. 5 for the remainder of an unexpired term expiring June 19, 2026, following the resignation of former Planning Commissioner Crystal Acosta.

BACKGROUND:

The Planning Commission is a five-member body appointed by the City Council that reviews and acts on matters related to planning, land use development, and community development. The Planning Commission serves an essential role in the City's planning process by acting as an advisory body to the City Council on planning and development matters.

Duties of the Planning Commission include, but are not limited to:

- Holding public hearings and meetings;
- Reviewing the General Plan;
- Reviewing and recommending zoning code regulations; and
- Taking action on variances, conditional use permits, and more.

Two vacancies currently exist on the Planning Commission as follows:

- **Seat No. 3:** The term expired on February 6, 2026.
- **Seat No. 5:** Commissioner Crystal Acosta resigned in January 2026, creating a mid-term vacancy.

In response, the City solicited applications from interested residents/employees within City limits to serve on the Planning Commission. Pursuant to Maywood Municipal Code Title 9, Chapter 1, Section 9-1.02, Planning Commissioners must, at the time of application and throughout their term, be residents of the City of Maywood or otherwise employed in the City.

The application period opened on March 13, 2026, and was advertised on the City's social media platforms on March 13, March 19, March 26, March 31, and April 8, 2026. The application period closed on April 10, 2026, and the City received five (5) applications. Of the five applications received, two (2) were deemed incomplete

and did not meet the minimum application requirements due to the omission of the required résumé, and one (1) complete application was submitted after the deadline. Two (2) complete applications were determined eligible for City Council consideration.

DISCUSSION:

Staff reviewed all submitted applications and verified that eligible applicants meet the qualification requirements of the Maywood Municipal Code.

The City Council may appoint applicants to fill the two vacant seats, direct staff to re-advertise one or both vacancies, or provide alternative direction.

For clarity regarding appointments:

- **Seat No. 3** shall be appointed to a new full four-year term ending February 6, 2030.
- **Seat No. 5** shall be appointed to serve the remainder of the unexpired term associated with the vacated seat ending June 19, 2026.

Applicant materials are attached for City Council consideration.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Planning Commissioners receive a stipend of \$50.00 per month. Funding is available within the adopted Fiscal Year budget. No additional budget appropriation is required.

ATTACHMENT(S)

1. Cesar Bueno - Planning Commission Application
2. Lidia Alvarez - Planning Commission Application
3. Angelina Martinez - Planning Commission Application
4. Sergio Marmolejo - Planning Commission Application
5. Maritza Cruz - Planning Commission Application



APPLICATION FOR PLANNING COMMISSIONER

City of Maywood

Date Stamp Received

2023 10 2023

CITY OF MAYWOOD

4319 E. Slauson Ave., Maywood, CA 90270 • Telephone (323) 562-5700 • Fax (323) 773-2806

Submission Requirements (Completed Application must contain the following)

☒ Completed, signed Application

☒ Three (3) references with contact information

☒ Resumé

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the Application itself. Resumes, attachments and other supporting documentation cannot be substituted for an Application form. It is important that you answer all questions on your Application fully and accurately. If additional space is needed to answer questions, attach additional sheets.

Completed Applications should be returned to the City Hall, 4319 E. Slauson Ave., Maywood, CA 90270 or by email to daisy.guerrero@cityofmaywood.org

Information Sheet

1. Please confirm that you are applying for a Planning Commission seat: ☒ Yes ☐ No
2. Have you ever served on the City of Maywood Planning Commission or been employed by the City? ☐ Yes ☒ No

If yes, in what capacity and when (months/years) _____

3. Name: Bueno (Last) Cesar (First) Angel (Middle)

4. Residential Address: [REDACTED] MAYWOOD, CA 90270

5. Phone Number: [REDACTED] Email: [REDACTED]@gmail.com

6. Are you a registered voter in the City of Maywood? ☒ Yes ☐ No
7. Do you currently reside within the incorporated City limits? ☒ Yes ☐ No
8. Do you currently work within the incorporated City limits? ☐ Yes ☒ No

9. Occupation and Place of Employment: IT Analyst - Los Angeles County Department of Justice, Care and Opportunities

10. Do you have any relatives currently working for the City of Maywood? ☐ Yes ☒ No

If Yes, please list name(s) and relationship: _____

11. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

12. Please state the reasons you are interested in being a member of the Planning Commission:

As someone who cares about Maywood, I want to be more involved in the decisions that affect the city's neighborhoods, appearance, safety, and future development. Serving on the Planning Commission would give me the opportunity to contribute my time, judgment, and commitment to the community while helping ensure that development and planning decisions are made responsibly and in the best interest of residents.

13. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

I believe my background makes me a suitable candidate because I am committed, dependable, and motivated to serve the community in a meaningful way. My experience has helped me build strong organizational, analytical, and communication skills, which are important when reviewing issues that affect residents and the city as a whole. I understand the value of thoughtful planning, community input, and responsible growth, and I would approach the role with professionalism, fairness, and a strong sense of responsibility.

14. Please briefly express your views regarding current and future development in Maywood:

I believe current and future development in Maywood should focus on improving quality of life for residents while preserving the character of the community. Development should be thoughtful, well-planned, and consistent with the City's General Plan, with attention to safe neighborhoods, adequate parking, infrastructure, housing opportunities, and support for local businesses.

15. References (Provide the names and contact information for three (3) individuals who we can contact)

1. Julie Martinez

(Name)

Home Number:

Cell Number:

2. Rosangela Bueno

(Name)

Home Number:

Cell Number:

3. Neil Teodoro

(Name)

Home Number:

Cell Number:

DISCLOSURE AND REGULATORY REQUIREMENTS

Conflict of Interest Disclosure – In compliance with state law, appointed officials may be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

I, acknowledge, that if appointed, I am required to make information available as to any potential conflict of interest arising from my business/affiliations where that affiliation or business may be doing business with the City of Maywood, or any decisions taken by the City of Maywood that may influence that business or affiliation as well as provide other information as required by the California State Fair Political Practices Commission. The City will provide appointees with the filing form and instructions.

C.B
Initials

Attendance (MMC §9-1.05) – Commission members are required to attend meetings on a regular basis, and are automatically removed if a member does not attend three regularly scheduled meetings within any calendar year.

C.B
Initials

Mandatory Ethics Training (Government Code §53234) – In compliance with state law, if appointed, I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office.

C.B
Initials

I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Maywood. Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record and I, therefore, waive any perceived rights to privacy of the information furnished.


Applicant's Signature

03/13/2026

Date

FOR INTERNAL USE ONLY

Meets Minimum Requirements: ☒ Yes

☐ No

Residency and/or Employment Verified: ☒ Yes

☐ No

Application Active Until:

April 13, 2028

CESAR BUENO

PROFESSIONAL SUMMARY

Enterprise IT professional with experience administering Microsoft 365, Entra ID, Intune, Dynamics 365, SharePoint, and Amazon Connect in a public-sector environment. Skilled in identity and access management, user lifecycle administration, endpoint provisioning, audit and compliance reporting, and workflow automation. Recognized for resolving high-impact support issues, strengthening access controls, and improving operational efficiency across department systems.

TECHNICAL SKILLS

- Cloud / Contact Center: Amazon Connect, Amazon S3, Contact Flows, CCP Administration
- Microsoft Stack: Microsoft 365, Exchange Online, Entra ID, Intune, SharePoint Online, Power Automate, Dynamics 365
- Identity / Governance: MFA Administration, Azure Security Groups, Teams Groups, Shared Mailboxes, Licensing, Access Reviews, User Provisioning / Deprovisioning
- Endpoint / Network: Windows Autopilot, Laptop Provisioning, Device Wipe / Reimage, Zscaler Troubleshooting
- Collaboration / Admin: Zoom Administration, Microsoft Teams Administration
- Tools / Reporting: XRMToolBox, Freshservice, Excel, PowerPoint

EXPERIENCE

IT Analyst

Jan 2024 – Present

- Administer Microsoft 365, Entra ID, Intune, Dynamics 365, and SharePoint environments to support department access, endpoint policy enforcement, and day-to-day IT operations.
- Conduct access and compliance audits across development and production environments to strengthen governance and reduce permission risk.
- Resolved a call center-wide silent call issue by troubleshooting Zscaler, Amazon Connect CCP, and Dynamics 365 CRM, restoring audio functionality and reducing dropped and no-sound calls.
- Build and maintain SharePoint sites, permissions, and department access structures to improve collaboration and content organization.
- Manage onboarding and offboarding activities, including account creation, MFA setup, email access, security group assignments, laptop provisioning, and device decommissioning.

Senior IT Support Technician

Aug 2023 – Jan 2024

- Escalated and coordinated with vendors as needed to resolve persistent hardware, software, and network issues.
- Resolved the highest ticket volume on the team and earned MVP recognition for one year based on productivity and service quality.
- Authored 90+ knowledge base articles and technical solutions to improve internal documentation and speed up issue resolution.
- Provisioned and deployed laptops through Windows Autopilot and Intune to standardize endpoint setup and streamline employee onboarding.

Independent IT Consultant

Jan 2015 – Jul 2023

Self-Employed · Los Angeles, CA

- Provided technical support, system maintenance, and troubleshooting for client hardware, software, and home office environments.
- Delivered one-on-one technology training to help users adopt software and hardware more effectively.
- Performed system upgrades, repairs, and performance optimization across desktops, laptops, and peripherals.

COMMISSION APPLICATION PACKET

City of Maywood Planning Commission



The City of Maywood has established the Planning Commission which is comprised of residents and employees in the City who volunteer their time to review and act on matters related to planning and development. Members of the Commission serve at the will and at the pleasure of the City Council. Besides a willingness to serve, there is no formal background requirement; however, it would be desirable for applicants to have experience in planning, land use, and/or architecture. The Maywood Planning Commission consists of five members appointed by the City Council to serve four-year terms. There currently are no term limits.

PLANNING COMMISSION (4-YEAR TERM)

Meets 3rd Tuesday (as needed), Council Chamber, 4319 E. Slauson Ave. – 7:00 p.m.

- General Eligibility Requirements: An applicant must be a resident of, or employed within the incorporated limits of the City of Maywood for the entire term of office. (MMC §9-1.02)
- Must be a registered voter
- Planning Commissioners must submit annual conflict of interest statements and are required to satisfy a biennial ethics training requirement.

Application Process

To apply, you must complete and submit a Commission Application Packet.

1. Those interested in applying for appointment to the Planning Commission may obtain an Application from the City Hall, 4319 E. Slauson Ave., Maywood, or by downloading from the City's web site: www.cityofmaywood.org.
2. Completed applications must be submitted to City Hall in person, by mail delivery, or electronically to daisy.guerrero@cityofmaywood.org
3. All requested information must be furnished on the application itself. Resumes, attachments and other supporting documentation may be included but cannot be substituted for an application form.
4. Provide three (3) references with contact information.
5. Applications will be kept on file for two years.
 - a. Applications on file will NOT be automatically included in future recruitments except as otherwise provided herein..
 - b. The City will email notice of vacancy to persons with applications on file.
 - c. Persons with applications on file wishing to be considered for appointment to vacancy(ies) occurring after the initial recruitment, must notify the City in writing during the recruitment period and prior to the advertised application deadline.
 - d. It is the applicant's responsibility to ensure their application is current and updated prior to each recruitment.

Eligibility

1. Applicants must meet all requirements of the Commission at the time their application is submitted as well as during their entire term of service (i.e. resident of the City or employed in the City, etc.).
2. Applicants shall be considered **ineligible** to serve on the Commission if the applicant's relative(s) is employed by the City in the same department serving as liaison to the Planning Commission.

Disclosure and Regulatory Requirements and Non-Compliance

Conflict of Interest Disclosure

In compliance with state law, appointed officials are required to file a Statement of Economic Interests with the Fair Political Practices Commission upon appointment to office, and annually thereafter. If appointed, you may be required to make information publicly available regarding your personal finances. This information is used to assess whether there is any potential conflict of interest between your financial interests and the decisions you make as a public official.

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CONTACT INFORMATION

CITY OF MAYWOOD PLANNING COMMISSION

MAYWOOD CITY HALL

Department of Planning and Building

4319 E. Slauson Ave.

Maywood, CA 90270

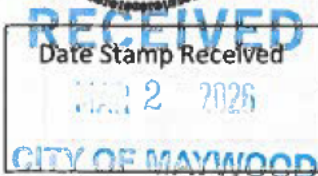
Office: (323) 562-5723

Maywood City Web Site: www.cityofmaywood.org



APPLICATION FOR PLANNING COMMISSIONER

City of Maywood



4319 E. Slauson Ave., Maywood, CA 90270 • Telephone (323) 562-5700 • Fax (323) 773-2806

- ☒ Submittal Requirements / Completed Application must contain the following
- ☒ Completed, signed Application ☒ Three (3) references with contact information ☒ Resumé

Instructions (Please Type or Print Clearly)

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Completed Applications should be returned to the City Hall, 4319 E. Slauson Ave., Maywood, CA 90270 or by email to daisy.guerrero@cityofmaywood.org

Information Sheet

1. Please confirm that you are applying for a Planning Commission seat: ☒ Yes ☐ No
2. Have you ever served on the City of Maywood Planning Commission or been employed by the City? ☐ Yes ☒ No

If yes, in what capacity and when (months/years) _____

3. Name: Lidia (Last) Alvarez (First) _____ (Middle)

4. Residential Address: _____ 60th pl

5. Phone Number: _____ Email: _____

6. Are you a registered voter in the City of Maywood? ☒ Yes ☐ No
7. Do you currently reside within the incorporated City limits? ☒ Yes ☐ No
8. Do you currently work within the incorporated City limits? ☒ Yes ☐ No

9. Occupation and Place of Employment: self-employed

10. Do you have any relatives currently working for the City of Maywood? ☐ Yes ☒ No

If Yes, please list name(s) and relationship: _____

11. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

I have worked with Ms. Foundation for Women, Custom Collaborative, Movement Strategy Center, Iris House, Alliance for Felix Cove, Beloved Communities Network, After Incarceration, WaterDrop LA, and Organized Power in Numbers across immigrant rights, climate justice, and movement building.

12. Please state the reasons you are interested in being a member of the Planning Commission:

I am interested in learning ways we can advance public land acquisition for the greater good of the community. I am also interested in being a member of the Planning Commission because I believe community planning processes support positive public adoption of any future development. I would look forward to supporting ways which we can adopt cooperative community planning processes to our planning decision making. I am tech-savvy, detail-oriented, and ready to contribute immediately.

13. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

My career has centered on advancing environmental, racial, and economic equity. Experience Connects People to the Community. P

14. Please briefly express your views regarding current and future development in Maywood:

I moved to Maywood in September of 2025. In my short time living here, I have become enamored with the city and it's "small town feel." When I think about a productive town planning, I think about the children book series, "Busy World of Richard Scarry." With vibrant photos of a town with a library, plenty of grocery stores, plenty of parks, local thrift shops, and multicultural cuisine, libraries, and community centers, the "Busy World" books remind me a lot of Maywood. The city of Maywood has a special magic that I have not found in all the small towns I have visited across the country. It is something that deserves protection and care. To continue building on the colorful Maywood, I am excited to see more local residents opening business while maintaining the integrity of our communities health and safety.

15. References (Provide the names and contact information for three (3) individuals who we can contact)

1. Jennifer Reyes

(Name)

Home Number

Cell Number

2. Samantha Jacobson

(Name)

Home Number

Cell Number

3. Shannon Cunningham

(Name)

Home Number

Cell Number:

DISCLOSURE AND REGULATORY REQUIREMENTS

Conflict of Interest Disclosure – In compliance with state law, appointed officials may be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

I, acknowledge, that if appointed, I am required to make information available as to any potential conflict of interest arising from my business/affiliations where that affiliation or business may be doing business with the City of Maywood, or any decisions taken by the City of Maywood that may influence that business or affiliation as well as provide other information as required by the California State Fair Political Practices Commission. The City will provide appointees with the filing form and instructions.

LA
Initials

Attendance (MMC §9-1.05) – Commission members are required to attend meetings on a regular basis, and are automatically removed if a member does not attend three regularly scheduled meetings within any calendar year.

LA
Initials

Mandatory Ethics Training (Government Code §53234) – In compliance with state law, if appointed, I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office.

LA
Initials

I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Maywood. Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record and I, therefore, waive any perceived rights to privacy of the information furnished.

[Redacted Signature]

Applicant's Signature

03/23/2026

Date

FOR INTERNAL USE ONLY

Meets Minimum Requirements: ☒ Yes

☐ No

Residency and/or Employment Verified: ☒ Yes

☐ No

Application Active Until:

March 2028



Lidia Alvarez

Maywood, CA

| COMMUNICATIONS STRATEGIST & PROJECT MANAGER



SKILLS

- Strategic Communication
- Issue advocacy
- Social media management
- Facilitation
- Content creation
- Project management
- Policy & Data Synthesis
- Crisis Management
- Brand Development
- Corporate Social Responsibility

EDUCATION

Master of Science Risk Resilience & Integrity Management

Glasgow Caledonian New
York College
New York City, NY
Sep 2020 - Dec 2022

Bachelor of Arts Fashion & Textiles

California State University,
Los Angeles
Los Angeles, CA
Sep 2008 - June 2013

ABOUT ME

I believe a better world is possible—and I help mission-driven organizations make it happen. With over a decade of experience in operations, project/event management, and communications strategy across nonprofits, social enterprises, and movement-building organizations, I bring a unique blend of decisive planning and meticulous execution to organizations looking to connect community champions with their unique vision for a more just world.

CLIENTS / EXPERIENCE

Nov 2024 - Present

Established a monthly newsletter cadence, achieving an average open rate of 66.4%. Developed and executed a social media strategy that resulted in over 20% overall follower increase.

Aug 2024 - Nov 2024

Created and implemented a brand identity and guidelines for two franchise locations. Established and expanded their social media followings.

Jun 2021 - Aug 2024

Developed comprehensive social media strategies, calendars, and content targeting key accounts and ensuring relevant representation, resulting in a 194% increase in reach.

Sep 2020 - Jun 2021

Developed and directed an internship and ambassador program and planned and executed digital events, including developing templates, managing external engagements, and curating invitations.

Jun 2015 - Jun 2017

As Co-Chair and founding member of the Young Professionals Advisory Board, I grew membership to over 150 and raised over \$50,000 by creating guidelines and organizing events. I also led workshops and panels to advocate for human rights.

Founder, 2019

Established a "Know Your Rights" initiative, training 20 volunteers to distribute essential information in 5 NYC immigrant communities.

Founder, 2018

Successfully organized a grassroots campaign in Brooklyn, San Francisco, Los Angeles, and Tijuana, raising \$4k and in-kind donations for asylum migrant families.

COMMISSION APPLICATION PACKET

City of Maywood Planning Commission



The City of Maywood has established the Planning Commission which is comprised of residents and employees in the City who volunteer their time to review and act on matters related to planning and development. Members of the Commission serve at the will and at the pleasure of the City Council. Besides a willingness to serve, there is no formal background requirement; however, it would be desirable for applicants to have experience in planning, land use, and/or architecture. The Maywood Planning Commission consists of five members appointed by the City Council to serve four-year terms. There currently are no term limits.

PLANNING COMMISSION (4-YEAR TERM)

Meets 3rd Tuesday (as needed), Council Chamber, 4319 E. Slauson Ave. – 7:00 p.m.

- General Eligibility Requirements: An applicant must be a resident of, or employed within the incorporated limits of the City of Maywood for the entire term of office. (MMC §9-1.02)
- Must be a registered voter
- Planning Commissioners must submit annual conflict of interest statements and are required to satisfy a biennial ethics training requirement.

Application Process

To apply, you must complete and submit a Commission Application Packet.

1. Those interested in applying for appointment to the Planning Commission may obtain an Application from the City Hall, 4319 E. Slauson Ave., Maywood, or by downloading from the City's web site: www.cityofmaywood.org.
2. Completed applications must be submitted to City Hall in person, by mail delivery, or electronically to daisy.guerrero@cityofmaywood.org
3. All requested information must be furnished on the application itself. Resumes, attachments and other supporting documentation may be included but cannot be substituted for an application form.
4. Provide three (3) references with contact information.
5. Applications will be kept on file for two years.
 - a. Applications on file will NOT be automatically included in future recruitments except as otherwise provided herein..
 - b. The City will email notice of vacancy to persons with applications on file.
 - c. Persons with applications on file wishing to be considered for appointment to vacancy(ies) occurring after the initial recruitment, must notify the City in writing during the recruitment period and prior to the advertised application deadline.
 - d. It is the applicant's responsibility to ensure their application is current and updated prior to each recruitment.

Eligibility

1. Applicants must meet all requirements of the Commission at the time their application is submitted as well as during their entire term of service (i.e. resident of the City or employed in the City, etc.).
2. Applicants shall be considered **ineligible** to serve on the Commission if the applicant's relative(s) is employed by the City in the same department serving as liaison to the Planning Commission.

Disclosure and Regulatory Requirements and Non-Compliance

Conflict of Interest Disclosure

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CONTACT INFORMATION

CITY OF MAYWOOD PLANNING COMMISSION

MAYWOOD CITY HALL

Department of Planning and Building

4319 E. Slauson Ave.

Maywood, CA 90270

Office: (323) 562-5723

Maywood City Web Site: www.cityofmaywood.org



APPLICATION FOR PLANNING COMMISSIONER

City of Maywood

Date Stamp Received

APR 15 2022

CITY OF MAYWOOD

4319 E. Slauson Ave., Maywood, CA 90270 • Telephone (323) 562-5700 • Fax (323) 773-2806

Submittal Requirements (Completed Application must contain the following)

- ☒ Completed, signed Application ☒ Three (3) references with contact information ☒ Resumé

Instructions (Please Type or Print Clearly)

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Information Sheet

1. Please confirm that you are applying for a Planning Commission seat: ☒ Yes ☐ No
2. Have you ever served on the City of Maywood Planning Commission or been employed by the City? ☒ Yes ☐ No

If yes, In what capacity and when (months/years) 05/11/2022

3. Name: Martinez (Last) Angelina (First) _____ (Middle)

4. Residential Address: 57th St

5. Phone Number: _____ Email: @gmail.com

6. Are you a registered voter in the City of Maywood? ☒ Yes ☐ No
7. Do you currently reside within the incorporated City limits? ☒ Yes ☐ No
8. Do you currently work within the incorporated City limits? ☐ Yes ☒ No

9. Occupation and Place of Employment: _____

10. Do you have any relatives currently working for the City of Maywood? ☒ Yes ☐ No

If Yes, please list name(s) and relationship: N/A

11. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

I hold chairperson position in planning commission for the City of Maywood.

12. Please state the reasons you are interested in being a member of the Planning Commission:

As chairperson seeing the impact of my vote impact the community is quite awe inspiring. As a team member for this city my small part for voting on motions to better the city is wonderful. I am a representative of people, so I hold this position for the residence of the city to vouch for their best interest. I want to continue learning new innovations the city is doing for the people and helping those plans come true.

13. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

My background of having a college degree in political science and economics I want to use my degree to be implied in real world applications. The learning I took part in for years I want to use the knowledge attained to be used for a positive impact for the people in my city. I also took part in board of directors for Eco Rapid Transit with my fellow local government representatives from other city in collaboration to create a system to help those without vehicles to travel and have a more eco-friendly way to transport people. I want to continue making a positive impact as I have been doing being a planning commissioner as well for voting for the best interest of people as well.

14. Please briefly express your views regarding current and future development in Maywood:

I want the city to grow, I seen many businesses shut down especially near Randolph which brings a sadness of having that area that used to be occupied now quiet and alone. I want to bring those changes for allowing business enter to make an economic expansion to allow people to have more employment within the city for residence first, so that way the city can flourish. Along with making park changes so children can have space to be kids and have that bonding community within the city. I want to have the streets to have shade from trees and have the city have the yearly carnival return.

15. References (Provide the names and contact information for three (3) individuals who we can contact)

1. Perla Corona
(Name)

Home Number:

Cell Number:

2. Jessica Burhanudin
(Name)

Home Number:

Cell Number:

3. Bryan Mercado
(Name)

Home Number:

Cell Number:

DISCLOSURE AND REGULATORY REQUIREMENTS

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AM *AM*
Initials

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AM *AM*
Initials

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Applicant's Signature

04/14/2026

Date

FOR INTERNAL USE ONLY

Meets Minimum Requirements: ☒ Yes ☐ No

Residency and/or Employment Verified: ☒ Yes ☐ No

Application Active Until:

April 2028

Hello I am ANGELINA MARTINEZ.

[REDACTED]@gmail.com

SUMMARY

Bilingual and results-driven professional with diverse experience in customer service, administrative support, finance, and community engagement. Skilled in Microsoft Office, Google Suite, and financial recordkeeping. Strong interpersonal communication, active listening, and cultural awareness, with a demonstrated ability to work collaboratively across teams and with the public.

REFERENCES:

Rosalinda Zamudio – [REDACTED]

SKILLS

- **Bilingual: English & Spanish (Fluent); Japanese (Basic)**
- **Microsoft Office Suite, Google Workspace, Statpack**
- **Financial Reporting, Budget Management**
- **Customer Relations & Conflict Resolution**
- **Administrative Organization & Documentation**
- **Leadership & Community Outreach**

PROFESSIONAL EXPERIENCE

Customer Service Representative

- Managed inbound and outbound calls regarding policy renewals and payments

- Processed in-person and phone transactions; ensured regulatory compliance
- Maintained accurate documentation and submitted daily reconciliation reports

Bookkeeper / Office Manager

- Organized and categorized financial data using Excel and Google Sheets
- Conducted monthly budget reviews and provided insights on expenditures
- Maintained detailed records of receipts, invoices, and financial reports

Chairperson, Planning Commission

City of Maywood | 2022–2026

- Participated in urban development planning and zoning decisions
- Attended monthly city and council meetings to vote on infrastructure projects

Board Member

Eco-Rapid Transit | 2022–2023

- Evaluated transit and environmental impact reports
- Reviewed and approved budgets related to Metro corridor projects

Cashier

- Handled cash register operations and customer transactions
- Provided excellent customer service and maintained clean product displays

Student Leadership Roles

East Los Angeles College

- **Vice President, Economics Student Association (2018–2019):** Supported academic peer engagement and organized campus/community events

- **Vice President, Asian American Studies Club (2016–2018):** Promoted cultural awareness and organized educational events

Volunteer

Loma Vista Elementary School | 2014–2016

- Assisted with office administration and ESL instruction

EDUCATION

License Insurance Producer: [REDACTED]

California State University, Los Angeles (*In Progress*)

Bachelor's Degree in Finance Economics

East Los Angeles College

Associate Degrees:

- Economics
- Political Science
- Social & Behavioral Sciences

California Department of Insurance

ANGELINA MARTINEZ

Pursuant to the requirements of the State of California Insurance Code,
ANGELINA MARTINEZ is authorized to act in the following capacity.

License
Insurance Producer

Qualification
Listed Lines Automobile Agent

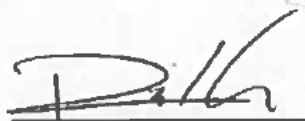
Business Address 5861-S Fresno Blvd, South Gate, California 90280

Effective Date

02/13/2025

Expiration Date




Ricardo Lara, Insurance Commissioner



Please note: To validate the accuracy of this license you may review the relevant or business entity's license record on the California Department of Insurance's website at www.insurance.ca.gov "Check License Status."

COMMISSION APPLICATION PACKET

City of Maywood Planning Commission



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CONTACT INFORMATION

CITY OF MAYWOOD PLANNING COMMISSION

MAYWOOD CITY HALL

Department of Planning and Building

4319 E. Slauson Ave.

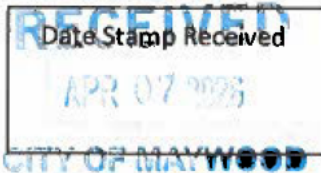
Maywood, CA 90270

Office: (323) 562-5723

Maywood City Web Site: www.cityofmaywood.org



APPLICATION FOR PLANNING COMMISSIONER
City of Maywood



4319 E. Slauson Ave., Maywood, CA 90270 • Telephone (323) 562-5700 • Fax (323) 773-2806

- Submittal Requirements** / Completed Application must contain the following
- ☒ Completed, signed Application
 - ☒ Three (3) references with contact information

☐ Resumé *missing*

Instructions (Please Type or Print Clearly)

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Information Sheet

1. Please confirm that you are applying for a Planning Commission seat: ☒ Yes ☐ No
2. Have you ever served on the City of Maywood Planning Commission or been employed by the City? ☐ Yes ☒ No
- If yes, in what capacity and when (months/years) _____

3. Name: Marmolejo (Last) Sergio (First) _____ (Middle)

4. Residential Address: [REDACTED] Maywood CA 90270

5. Phone Number: [REDACTED] Email: [REDACTED]

6. Are you a registered voter in the City of Maywood? ☒ Yes ☐ No
7. Do you currently reside within the incorporated City limits? ☒ Yes ☐ No
8. Do you currently work within the incorporated City limits? ☐ Yes ☒ No
9. Occupation and Place of Employment: Spectrum
10. Do you have any relatives currently working for the City of Maywood? ☐ Yes ☒ No

If Yes, please list name(s) and relationship: _____

11. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

YMCA southeast LA
Pico Rivera chamber of commerce
Bellflower Chamber of commerce

12. Please state the reasons you are interested in being a member of the Planning Commission:

Be more involved in the city I live in. Be aware of changes and help shape the future. Learn about how city hall works and everything that goes into running the city.

13. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

BA in business management
BA in operations and logistics
General manager and supervisor experience. Comfortable present and speaking in public. Want to be more involved in my city and helping shape the future.

14. Please briefly express your views regarding current and future development in Maywood:

Need to continue to invest in keeping the city safe and clean
Provide more city functions for families
Be more involved with the youth and provide more programs

15. References (Provide the names and contact information for three (3) individuals who we can contact)

1. Gabriela Paniagua

(Name)

Home Number

Cell Number

2. Saul Martinez

(Name)

Home Number

Cell Number

3. Sergio Guerrero

(Name)

Home Number

Cell Number

DISCLOSURE AND REGULATORY REQUIREMENTS

Conflict of Interest Disclosure – In compliance with state law, appointed officials may be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

I, acknowledge, that if appointed, I am required to make information available as to any potential conflict of interest arising from my business/affiliations where that affiliation or business may be doing business with the City of Maywood, or any decisions taken by the City of Maywood that may influence that business or affiliation as well as provide other information as required by the California State Fair Political Practices Commission. The City will provide appointees with the filing form and instructions.

SW

Initials

Attendance (MMC §9-1.05) – Commission members are required to attend meetings on a regular basis, and are automatically removed if a member does not attend three regularly scheduled meetings within any calendar year.

SW

Initials

Mandatory Ethics Training (Government Code §53234) – In compliance with state law, if appointed, I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office.

SW

Initials

I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Maywood. Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record and I, therefore, waive any perceived rights to privacy of the information furnished.



4/17/2016

Date

FOR INTERNAL USE ONLY

Meets Minimum Requirements: Yes

☒ No

Residency and/or Employment Verified: ☒ Yes

 No

Application Active Until:

Missing resume

COMMISSION APPLICATION PACKET

City of Maywood Planning Commission



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PLANNING COMMISSION (4-YEAR TERM)

Meets 3rd Tuesday (as needed), Council Chamber, 4319 E. Slauson Ave. – 7:00 p.m.

- General Eligibility Requirements: An applicant must be a resident of, or employed within the incorporated limits of the City of Maywood for the entire term of office. (MMC §9-1.02)
- Must be a registered voter
- Planning Commissioners must submit annual conflict of interest statements and are required to satisfy a biennial ethics training requirement.

Application Process

To apply, you must complete and submit a Commission Application Packet.

1. Those interested in applying for appointment to the Planning Commission may obtain an Application from the City Hall, 4319 E. Slauson Ave., Maywood, or by downloading from the City's web site: www.cityofmaywood.org.
2. Completed applications must be submitted to City Hall in person, by mail delivery, or electronically to daisy.guerrero@cityofmaywood.org
3. All requested information must be furnished on the application itself. Resumes, attachments and other supporting documentation may be included but cannot be substituted for an application form.
4. Provide three (3) references with contact information.
5. Applications will be kept on file for two years.
 - a. Applications on file will NOT be automatically included in future recruitments except as otherwise provided herein..
 - b. The City will email notice of vacancy to persons with applications on file.
 - c. Persons with applications on file wishing to be considered for appointment to vacancy(ies) occurring after the initial recruitment, must notify the City in writing during the recruitment period and prior to the advertised application deadline.
 - d. It is the applicant's responsibility to ensure their application is current and updated prior to each recruitment.

Eligibility

1. Applicants must meet all requirements of the Commission at the time their application is submitted as well as during their entire term of service (i.e. resident of the City or employed in the City, etc.).
2. Applicants shall be considered **ineligible** to serve on the Commission if the applicant's relative(s) is employed by the City in the same department serving as liaison to the Planning Commission.

Disclosure and Regulatory Requirements and Non-Compliance

Conflict of Interest Disclosure

In compliance with state law, appointed officials are required to file a Statement of Economic Interests with the Fair Political Practices Commission upon appointment to office, and annually thereafter. If appointed, you may be required to make information publicly available regarding your personal finances. This information is used to assess whether there is any potential conflict of interest between your financial interests and the decisions you make as a public official.

Disclosure and Regulatory Requirements and Non-Compliance

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Brown Act (Government Code §54950, et seq.)

The Planning Commission is subject to the Brown Act and each member must abide with the Brown Act's various provisions. Commission members are required to attend a City-held Brown Act training within one year of appointment and every two-years thereafter.

Public Records Act (Government Code §6250-6276.48.)

This application qualifies as a public record and all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record.

Attendance (MMC §9-1.05 Meetings/Absences)

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Non-Compliance with Requirements

City of Maywood Commission members not in compliance with the required State law disclosure and regulatory requirements, which include a current AB1234 Ethics Training certificate, conflict of interest disclosure statements and attendance of a City held Brown Act training, will be suspended from participating in meetings until compliance is re-established.

CONTACT INFORMATION

CITY OF MAYWOOD PLANNING COMMISSION

MAYWOOD CITY HALL

Department of Planning and Building

4319 E. Slauson Ave.

Maywood, CA 90270

Office: (323) 562-5723

Maywood City Web Site: www.cityofmaywood.org



APPLICATION FOR PLANNING COMMISSIONER

City of Maywood

Date Stamp Received

APR 10 2025

CITY OF MAYWOOD

4319 E. Slauson Ave., Maywood, CA 90270 • Telephone (323) 562-5700 • Fax (323) 773-2806

- ☒ Submittal Requirements (Completed Application must contain the following)
- ☒ Completed, signed Application ☒ Three (3) references with contact information

☐ Resumé *missing*

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the Application itself. Resumes, attachments and other supporting documentation cannot be substituted for an Application form. It is important that you answer all questions on your Application fully and accurately. If additional space is needed to answer questions, attach additional sheets.

Completed Applications should be returned to the City Hall, 4319 E. Slauson Ave., Maywood, CA 90270 or by email to daisy.guerrero@cityofmaywood.org

Information Sheet

1. Please confirm that you are applying for a Planning Commission seat: ☒ Yes ☐ No
2. Have you ever served on the City of Maywood Planning Commission or been employed by the City? ☐ Yes ☒ No

If yes, in what capacity and when (months/years) _____

3. Name: MARITZA (Last) CRUZ (First) _____ (Middle)

4. Residential Address: _____ MAYWOOD CA 90270

5. Phone Number: _____ Em: _____

6. Are you a registered voter in the City of Maywood? ☒ Yes ☐ No
7. Do you currently reside within the incorporated City limits? ☒ Yes ☐ No
8. Do you currently work within the incorporated City limits? ☒ Yes ☐ No

9. Occupation and Place of Employment: _____

10. Do you have any relatives currently working for the City of Maywood? ☐ Yes ☒ No

If Yes, please list name(s) and relationship: _____

11. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

NONE AT THE MOMENT

12. Please state the reasons you are interested in being a member of the Planning Commission:

I want to play an active role in shaping the future of my community. Being part of the planning commission allows me to contribute to decisions that directly affect neighborhoods, quality of life, and long-term growth.

I strongly believe on the importance of listening to community members and want to help guide decisions that not only address current needs but also prepare the city for future challenges.

13. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

Being a Maywood resident for 29yrs and counting I believe I understand some of my community needs, challenges. Living and engaging in certain community event.s allows me to represent residents concerns effectively. I take responsibilities seriously and act with honesty and fairness. i understand the importance of transparency and accountabilty in a role.

I am open to learning more and continously improving and also willing to educate myself on policies, regulations, and best practices to contribute meaningfully.

14. Please briefly express your views regarding current and future development in Maywood:

Looking ahead, I support thoughtful development. Responsible use of land and enviromentally sustainable practiceses. Overall future developement should prioritize community needs, safety, and long term sustainability.

15. References (Provide the names and contact information for three (3) individuals who we can contact)

1. Dr. Monika Ortega Gonzalez

(Name)

Home Number: _____

Cell Number: _____

2. JOYCELYN MADDUX

(Name)

Home Number: _____

Cell Number: _____

3. AVA WHITE

(Name)

Home Number: _____

Cell Number: _____

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4 / 10 / 2026
Date

FOR INTERNAL USE ONLY

Meets Minimum Requirements: _____ Yes

☒ No

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_____ No

Application Active Until:

April -

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Office: (323) 562-5723

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AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR

SUBJECT: DISCUSSION REGARDING FUNDING OPTIONS FOR THE TEEN TECH CENTER PROJECT

RECOMMENDATION:

Staff recommends that the City Council provide direction to staff regarding the various funding options and to return to the City Council with further information and applicable action items.

BACKGROUND:

City-owned property at 4801 Slauson Avenue, totaling 8,188 square feet, has remained vacant for an extended period and is now proposed for adaptive reuse as a Teen Tech Center. The project is designed to meet the minimum space requirements for a Best Buy Teen Tech Center, which includes at least 1,300 square feet of dedicated space, as well as specialized areas such as a music studio and staff office. The facility must also be secure and capable of accommodating high-value equipment within a controlled, standalone environment.

The proposed Teen Tech Center will serve as a hub for community engagement, housing, and mental health resources. Programming will focus on workforce development, technology-based education—such as information technology, 3D printing—as well as life skills development, including healthy cooking and nutrition.

The project is currently undergoing building and plan check review. In preparation of issuing requests for construction proposals, staff has reviewed financing options to satisfy the gap in construction funding for this project.

DISCUSSION:

As of April 2026, the Teen Center Project has secured the following confirmed funding sources, with the total project cost currently estimated at \$8 million.

FUNDING SOURCE	AMOUNT
Local Fiscal Recovery Funds (FY 2023/24 Budget)	\$98,247
Earmark from Congressman Garcia (HUD)	\$850,000
U.S. Department of Energy Federal Grant	\$250,000
State Parks and Recreation Specified Grant (Contract No. C5056029)	\$750,000
Best Buy Grant (through YMCA)	\$60,000
TOTAL SECURED FUNDING	\$2,008,247
FUNDING GAP (toward \$8M total)	\$5,991,753
Total Project Estimated Costs	\$8,000,000

FINANCING TOOLS UNDER CONSIDERATION

To close the funding gap for the Teen Tech Center Project, staff have evaluated the following financing options.

1. New Markets Tax Credit (NMTC) Program

A federal tax incentive that attracts private investment into low-income communities. The New Markets Tax Credit (NMTC) structure combines private equity and leveraged debt, potentially generating a net subsidy of approximately \$1,271,000 towards the Teen Center Project after transaction costs. This requires a seven-year compliance period. This option is more feasible at the \$8,000,000 project scale. It is also important to note that this option will bring the funding gap to about \$4,720,753.

\$8 Million with NMTC

Under this scenario, NMTC financing would be combined with other funding sources, based on an \$8 million tax credit allocation.

- **Gross NMTC subsidy:** \$2,496,000
- NMTC Reserves, Financing, and Closing costs: \$1,225,000
- City Cash contribution \$6,729,000
- **Net benefit to the City:** Approximately \$1,271,000 (after fees and transaction costs)

The NMTC allocation process typically requires 12 to 24 months from engagement to closing.

2. HUD Section 108 Loan Guarantee Program

The Section 108 Loan Program allows the City to borrow funds using future federal grant allocations as a guarantee. The City's program is administered by the Los Angeles County Development Authority (LACDA).

Based on current estimates, the City could borrow up to approximately \$1,574,655, which is five times the annual entitlement of \$574,655, less any outstanding balances under standard guidelines. However, after discussions with LACDA it has been indicated that financing could potentially be structured to cover the full project gap of about \$6 million, subject to approval.

This program requires the City to pledge collateral, most likely from General Fund reserves, which would be held in an interest-bearing account.

- Loan term: 20 years
- Estimated interest rate: 4.28%
- Estimated annual payments: \$459,784 to \$565,930

Key Considerations:

- Requires a formal application, public hearing, and federal review
- Approval process takes approximately 4 to 6 months

- Project cannot proceed until funding is approved
- A fixed, straight-line repayment option could save approximately \$360,328 over time

3. Bond Issuance — \$6 Million

To provide another alternative of financing, the City could pursue Lease Revenue Bonds as the primary financing vehicle, as modeled by Kosmont Financial Services. The proposed bond parameters are as follows:

ITEM	AMOUNT
Par Amount of Bonds	\$6,340,000
Underwriter's Discount (1.0%)	(\$63,400)
Costs of Issuance	(\$200,000)
Gross Bond Insurance Premium (50 basis points)	(\$61,521)
Survey Fee (2.5%)	(\$10,321)
Net Deposit to Project Construction Fund	\$6,000,000
Coupon Rate	4.950%
Term	30 years (2027-2056)
Estimated Annual Debt Service	Approximately \$409,000/year
Total Debt Service (30 years)	\$12,304,255

Under this scenario, the City would issue Lease Revenue Bonds backed by a lease of City-owned property. The City retains ownership, with lease payments structured to cover annual debt service. This approach does not require NMTC or HUD involvement but requires the City to absorb the full cost of issuance and service the debt from the General Fund's reserve balance.

4. Self-Financing Using the City's Reserve Funds

As of June 30, 2025, the General Fund balance is approximately \$18 million. The City could elect to allocate \$6 million from these reserves to close the project funding gap.

5. Explore the possibility of private placement from a bank or institutional lender

Under a private placement structure, the City would secure financing directly from a bank rather than issuing bonds through the public market. This approach can be completed more quickly and with fewer procedural steps and provides greater flexibility in negotiating terms such as interest rates, repayment schedules and covenants compared to a traditional public bond issuance.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this item. This item seeks City Council direction and authorization for staff to conduct a structured analysis of financing strategies to address the funding gap for the Teen Tech Center Project and to return to the City Council with further information and applicable action items.

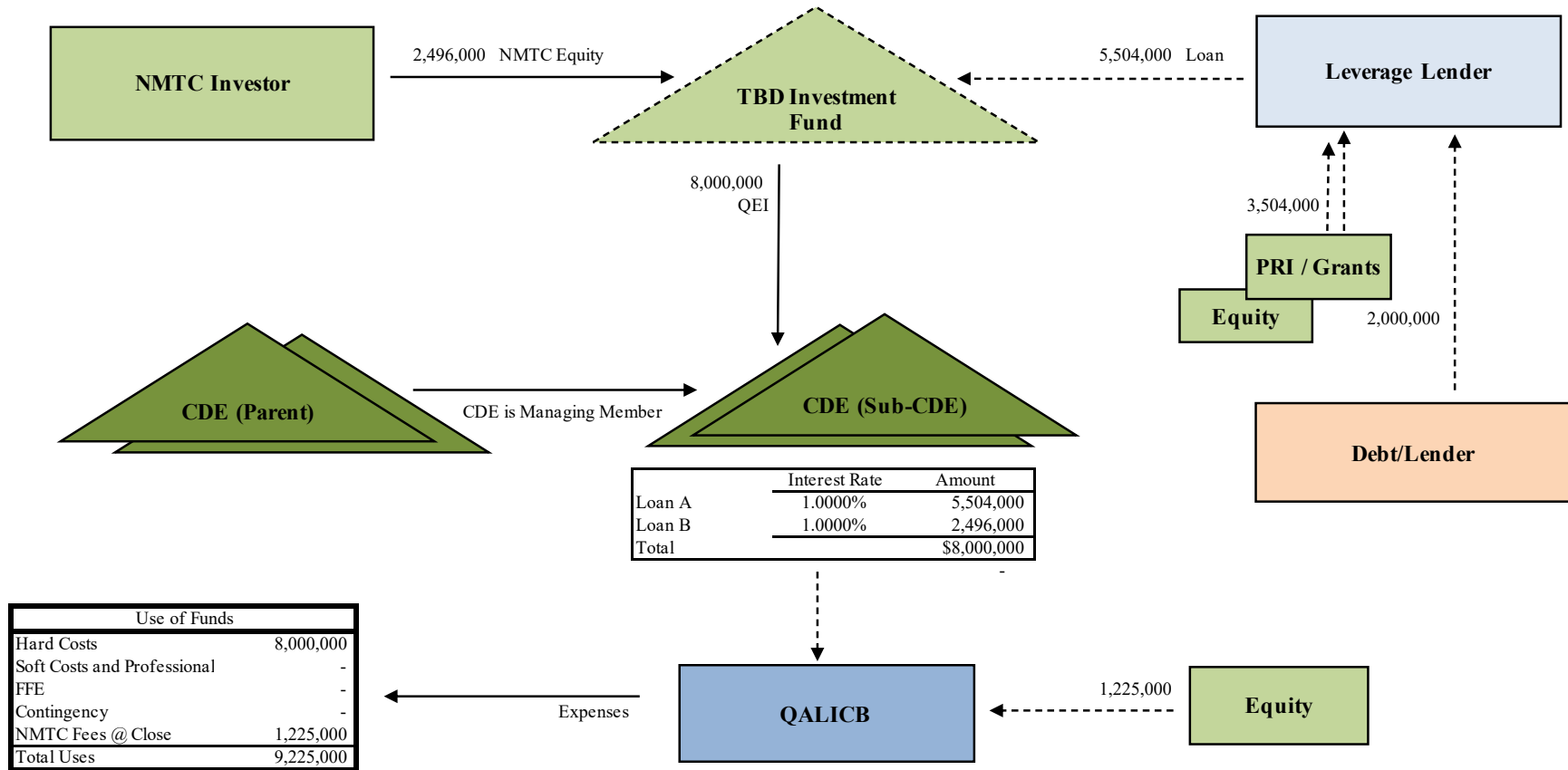
ATTACHMENT(S)

1. Exhibit 1. NMTC Sample
2. Exhibit 2. Section 108 Amortization Sample
3. Exhibit 3. Bond Debt Service Schedule Sample

Sample Sources and Uses	
Sample Sources	
NMTC Subsidy	2,496,000
Equity	2,500,000
Debt	2,000,000
PRI / Grants	2,229,000
Total Sources	9,225,000
Sample Uses	
Hard Costs	8,000,000
Soft Costs and Professional Fees	
FFE	
Contingency	
NMTC Reserves, Financing and Closing Costs	1,225,000
Total Development Budget	9,225,000
Federal Subsidy (Assuming \$8M NMTC Transaction)	
NMTC Subsidy	2,496,000
NMTC Closing Costs (legal, advisory, title, etc.)	(445,000)
NMTC Investor and CDE Fees (Closing, Ongoing, Put)	(680,000)
NMTC Expense Reserve (Audits, Taxes and Compliance)	(100,000)
Net Federal Subsidy to Project	1,271,000

Sample Expense and Fee Assumptions		
Expenses	Total	Payment Schedule and Notes
QALICB & Leverage Lender	75,000.00	Sponsor Legal
CDE Legal	75,000.00	CDE Legal
Investor	75,000.00	NMTC Investor
MISC NMTC Closing Costs & Fees	20,000.00	AUPs, Reports, Insurance Review, Plan and Cost, Title
Accounting/Financial Model	30,000.00	Novogradac/Reznick
Consulting and Advisory Fees	170,000.00	NMTC Advisors
Closing Expenses	445,000.00	Third Party Closing Expenses
Inv Fund Fees	-	
CDE Sub-Allocation Fee	80,000.00	1% of QEI
QALICB Level Fees	320,000.00	4% of QEI
3rd Party Ongoing Expenses	100,000.00	CDE Audits, Exit + Misc Legal
Ongoing CDE Fee	280,000.00	3.5% AMF
Total Expenses	1,225,000.00	Total Expenses and Fees

Sample NMTC Flow of Funds



Maywood Sample Repayment Schedule										
LACDA HUD 108 Loan Summary										
Permanent Loan - HUD 108 Loan										
Total 108 Loan Amount		6,096,500								
Credit Subsidy Fee		2026	0.58%		35,360					
HUD Loan Fee +			1.00%		60,965					
Net Loan to Project		\$6,000,175			6,000,175					
+Estimated										
108 Payments										
HUD 108 Loan Amortization		20 Yrs		Annual		Monthly				
Interest Rates *				\$459,784		\$38,315				
HUD Fixed Rate		10-YR Treasury + .7.		3.53%		4.28%				
Projected Permanent HUD Interest Rate		4.28%								
WSJ Prime Rate		6.75%								
		Scenario #1					Scenario #2			
					108 Prin Payments Rounded to 1,000	Loan Balance			108 Principal Payments (Rounded to 1,000's)	Loan Balance
	YR	Annual Debt Service	Interest Portion	Principal Portion			Annual Debt Service	Interest Portion		
						\$6,096,500				\$6,096,500
2027	1	\$459,784	\$260,930	\$198,853	\$199,000	\$5,897,647	\$565,930	\$260,930	\$305,000	\$5,791,500
2028	2	\$459,784	\$252,419	\$207,364	\$207,000	\$5,690,282	\$552,876	\$247,876	\$305,000	\$5,486,500
2029	3	\$459,784	\$243,544	\$216,240	\$216,000	\$5,474,043	\$539,822	\$234,822	\$305,000	\$5,181,500
2030	4	\$459,784	\$234,289	\$225,495	\$225,000	\$5,248,548	\$526,768	\$221,768	\$305,000	\$4,876,500
2031	5	\$459,784	\$224,638	\$235,146	\$235,000	\$5,013,402	\$513,714	\$208,714	\$305,000	\$4,571,500
2032	6	\$459,784	\$214,574	\$245,210	\$245,000	\$4,768,192	\$500,660	\$195,660	\$305,000	\$4,266,500
2033	7	\$459,784	\$204,079	\$255,705	\$256,000	\$4,512,487	\$487,606	\$182,606	\$305,000	\$3,961,500
2034	8	\$459,784	\$193,134	\$266,649	\$267,000	\$4,245,838	\$474,552	\$169,552	\$305,000	\$3,656,500
2035	9	\$459,784	\$181,722	\$278,062	\$278,000	\$3,967,777	\$461,498	\$156,498	\$305,000	\$3,351,500
2036	10	\$459,784	\$169,821	\$289,963	\$290,000	\$3,677,814	\$448,444	\$143,444	\$305,000	\$3,046,500
2037	11	\$459,784	\$157,410	\$302,373	\$302,000	\$3,375,441	\$435,390	\$130,390	\$305,000	\$2,741,500
2038	12	\$459,784	\$144,469	\$315,315	\$315,000	\$3,060,126	\$422,336	\$117,336	\$305,000	\$2,436,500
2039	13	\$459,784	\$130,973	\$328,810	\$329,000	\$2,731,316	\$409,282	\$104,282	\$305,000	\$2,131,500
2040	14	\$459,784	\$116,900	\$342,883	\$343,000	\$2,388,432	\$396,228	\$91,228	\$305,000	\$1,826,500
2041	15	\$459,784	\$102,225	\$357,559	\$358,000	\$2,030,874	\$383,174	\$78,174	\$305,000	\$1,521,500
2042	16	\$459,784	\$86,921	\$372,862	\$373,000	\$1,658,012	\$370,120	\$65,120	\$305,000	\$1,216,500
2043	17	\$459,784	\$70,963	\$388,821	\$389,000	\$1,269,191	\$357,066	\$52,066	\$305,000	\$911,500
2044	18	\$459,784	\$54,321	\$405,462	\$406,000	\$863,729	\$344,012	\$39,012	\$305,000	\$606,500
2045	19	\$459,784	\$36,968	\$422,816	\$423,000	\$440,913	\$330,958	\$25,958	\$305,000	\$301,500
2046	20	\$459,784	\$18,871	\$440,913	\$441,000	\$0	\$314,904	\$12,904	\$302,000	-\$500
		\$9,195,672	\$3,099,172	\$6,096,500	\$6,097,000		\$8,835,344	\$2,738,344	\$6,097,000	

\$360,328

Preliminary

City of Maywood

2026 Proposed Lease Revenue Bonds

Sources & Uses

Dated 08/01/2026 | Delivered 08/01/2026

Sources Of Funds

Par Amount of Bonds	\$6,340,000.00
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Total Sources	\$6,340,000.00
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Uses Of Funds

Total Underwriter's Discount (1.000%)	63,400.00
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Costs of Issuance	200,000.00
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Gross Bond Insurance Premium (50.0 bp)	61,521.28
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Surety Fee - 2.5%	10,321.07
-------------------	-----------

Deposit to Project Construction Fund	6,000,000.00
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Rounding Amount	4,757.65
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Total Uses	\$6,340,000.00
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Preliminary

City of Maywood

2026 Proposed Lease Revenue Bonds

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
08/01/2026	-	-	-	-	-
08/01/2027	95,000.00	4.950%	313,830.00	408,830.00	408,830.00
08/01/2028	100,000.00	4.950%	309,127.50	409,127.50	409,127.50
08/01/2029	105,000.00	4.950%	304,177.50	409,177.50	409,177.50
08/01/2030	110,000.00	4.950%	298,980.00	408,980.00	408,980.00
08/01/2031	115,000.00	4.950%	293,535.00	408,535.00	408,535.00
08/01/2032	125,000.00	4.950%	287,842.50	412,842.50	412,842.50
08/01/2033	130,000.00	4.950%	281,655.00	411,655.00	411,655.00
08/01/2034	135,000.00	4.950%	275,220.00	410,220.00	410,220.00
08/01/2035	140,000.00	4.950%	268,537.50	408,537.50	408,537.50
08/01/2036	150,000.00	4.950%	261,607.50	411,607.50	411,607.50
08/01/2037	155,000.00	4.950%	254,182.50	409,182.50	409,182.50
08/01/2038	165,000.00	4.950%	246,510.00	411,510.00	411,510.00
08/01/2039	170,000.00	4.950%	238,342.50	408,342.50	408,342.50
08/01/2040	180,000.00	4.950%	229,927.50	409,927.50	409,927.50
08/01/2041	190,000.00	4.950%	221,017.50	411,017.50	411,017.50
08/01/2042	200,000.00	4.950%	211,612.50	411,612.50	411,612.50
08/01/2043	210,000.00	4.950%	201,712.50	411,712.50	411,712.50
08/01/2044	220,000.00	4.950%	191,317.50	411,317.50	411,317.50
08/01/2045	230,000.00	4.950%	180,427.50	410,427.50	410,427.50
08/01/2046	240,000.00	4.950%	169,042.50	409,042.50	409,042.50
08/01/2047	255,000.00	4.950%	157,162.50	412,162.50	412,162.50
08/01/2048	265,000.00	4.950%	144,540.00	409,540.00	409,540.00
08/01/2049	280,000.00	4.950%	131,422.50	411,422.50	411,422.50
08/01/2050	295,000.00	4.950%	117,562.50	412,562.50	412,562.50
08/01/2051	305,000.00	4.950%	102,960.00	407,960.00	407,960.00
08/01/2052	320,000.00	4.950%	87,862.50	407,862.50	407,862.50
08/01/2053	340,000.00	4.950%	72,022.50	412,022.50	412,022.50
08/01/2054	355,000.00	4.950%	55,192.50	410,192.50	410,192.50
08/01/2055	370,000.00	4.950%	37,620.00	407,620.00	407,620.00
08/01/2056	390,000.00	4.950%	19,305.00	409,305.00	409,305.00
Total	\$6,340,000.00	-	\$5,964,255.00	\$12,304,255.00	\$12,304,255.00

2026 Proposed Lease Reven | SINGLE PURPOSE | 3/16/2026 | 4:42 PM

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 13.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY DIRECTOR OF BUILDING AND PLANNING

SUBJECT: PROVIDE INPUT ON CITY-INITIATED ZONING CODE TEXT AMENDMENT: PARKING FLEXIBILITY FOR LEGALLY NON-CONFORMING COMMERCIAL AND INDUSTRIAL PARCELS AND CONSIDERATION OF RESIDENTIAL PROTECTION MEASURES

RECOMMENDATION:

Staff recommends that the City Council provide input on the proposed Zoning Code Text Amendment to the Maywood Zoning Ordinance Section 4100.50.B.2.b. and add language for the purpose of off-site parking flexibility for legally non-conforming commercial and industrial parcels, including all proposed amendment components and associated policy options presented in this report. Staff further recommends that the City Council provide direction on the full range of viable policy considerations, including the extent of parking flexibility, geographic applicability, support for small businesses, and the incorporation of residential protection measures such as delivery and operational standards. Based on City Council input, staff will return at an upcoming meeting with a refined Zoning Code Text Amendment, including final draft ordinance language for formal consideration and adoption.

BACKGROUND:

The City of Maywood is a fully built-out urban community characterized by small lot sizes and historic commercial development patterns that predate current off-street parking standards. Many commercial and industrial parcels were developed prior to the adoption of modern parking regulations and are legally non-conforming with respect to parking requirements. Due to physical lot constraints, some commercial and industrial lots are unable to meet current parking standards.

Under existing Section 4100.50.B.2.b of the Zoning Code Ordinance, no more than twenty percent (20%) of required parking spaces can be relocated to an off-site location or subordinate lot. Additionally, the Zoning Code requires that properties be in full compliance with parking requirements when a change of use with more intensive parking requirements is proposed.

Multiple commercial and industrial properties have been identified throughout the City where prospective businesses are unable to obtain business licenses or establish operations due to parking restrictions. This has resulted in delayed occupancy of vacant storefronts, barriers to small business establishments, and lost economic activity along key commercial corridors.

The proposed amendment will modernize the City's parking regulations to better reflect Maywood's built-out conditions while maintaining appropriate parking management safeguards and neighborhood protections.

DISCUSSION:

Off-Street Parking Allowance

The proposed City-initiated Zoning Code Text Amendment is intended to allow flexibility for legally non-conforming commercial and industrial parcels with limit availability while maintaining regulatory oversight and neighborhood compatibility protections.

The amendment proposes to add a new section to Section 4100 – Parking and Loading, to allow businesses located on legally non-conforming commercial and industrial parcels to relocate up to fifty percent (50%) of their required parking spaces to an off-site location or subservient lot. Applications for off-site parking relocation will be reviewed administratively and subject to approval by the Director of Building and Planning. Additionally, up to one hundred percent (100%) off-site parking may be allowed for properties where on-site parking is not physically feasible, subject to Director-level findings and a recorded shared parking agreement.

The amendment would also authorize shared parking arrangements between properties with complementary uses, support parking reductions for small tenant buildings with limited on-site parking spaces, and a reduction in parking ratio requirements for change-of-use applications where more intensive parking requirements are proposed within existing buildings where no expansion of floor area is proposed, and strict compliance is infeasible.

These changes are intended to reduce barriers to occupancy of existing nonconforming commercial and industrial buildings while supporting economic revitalization and small business retention in the City's constrained built environment.

Residential Protection Considerations

While staff supports the proposed parking flexibility measures, recent operational impacts associated with nearby regional warehouses and distribution activity have highlighted the need for additional residential protection measures.

Staff has received numerous complaints from residents regarding independent delivery drivers and commercial vehicle operators parking, staging, idling, and waiting for dispatch assignments on residential streets within the City due to operational spillover from distribution and logistics facilities located in neighboring jurisdictions. These activities have generated resident complaints regarding parking congestion, noise, litter, traffic conflicts, and diminished neighborhood quality of life.

To proactively address these concerns, staff recommends incorporating residential protection standards into the amendment to ensure parking flexibility approvals do not contribute to or exacerbate neighborhood parking and operational impacts.

Below is the framework and outline of a proposed text amendment. Once City Council input is provided, staff will work with the City Attorney to draft the text amendment in the correct format as well as form of text. Also, some other provisions of the City's Municipal Code may need to be amended to ensure internal consistency.

PROPOSED CODE TEXT AMENDMENT

Section 4100.70 – Off-Street Parking Requirements For Legally Non-Conforming Parcels (Amended)
B. Modifications for Legally Non-Conforming Commercial and Industrial Parcels

1. Applicability

The provisions of this subsection shall apply to legally non-conforming commercial and industrial parcels that are unable to meet current off-street parking requirements due to physical site constraints.

2. Off-Site Parking Allowance

a. Up to fifty percent (50%) of required parking spaces may be provided off-site for legally non-conforming commercial and industrial parcels, subject to administrative approval by the Director of Building and Planning.

b. Up to one hundred percent (100%) of required parking spaces may be provided off-site where the Director determines that on-site parking is not physically feasible.

3. Required Findings for Off-Site

The staff shall make the following findings:

- The off-site parking location is within a reasonable distance of the subject property;
- A legally binding and recorded shared parking agreement is provided;
- The arrangement will not result in significant adverse impacts to surrounding properties or public streets; and
- Adequate parking supply is available during the proposed hours of operation.

4. Shared Parking

Shared parking arrangements between properties with complementary uses may be approved administratively, subject to documentation demonstrating differing peak demand periods.

5. Change of Use - Existing Buildings

For changes of use within existing buildings where parking compliance is not feasible and where no expansion of floor area is proposed, the Director of Building And Planning may allow the proposed use to continue the existing parking ratio set by the previous use.

6. Small Tenant Spaces

The Director of Building and Planning may approve reduced parking requirements for tenant spaces less than 1,500 square feet based on anticipated parking demand.

Residential Protection Measures

7. Proximity to Residential Zones

The Director shall evaluate potential parking, circulation, loading, and operational impacts on nearby residential neighborhoods and may impose conditions necessary to ensure land use compatibility for commercial and industrial properties located within five hundred (500) feet of a residential zone or residential used property.

8. Delivery, Staging, and Loading Restrictions

Businesses utilizing parking flexibility under this Section shall not permit delivery, dispatching, staging, loading, fleet management, or employee vehicle queuing activities to occur within public streets, alleys, parkways, or residential zoned areas adjacent to the business.

No business shall use nearby residential streets for:

- Driver dispatch or staging;
- Vehicle queuing or waiting for assignments;
- Fleet parking or overnight vehicle storage;
- Loading or unloading operations; or
- Regular employee parking where parking is required as a condition of approval.

9. Operational Mitigation Measures

Where the Director of Building and Planning determines that a proposed use may generate substantial delivery, dispatch, parking, or circulation impacts, a Parking and Operations Management Plan may be required with conditions, including but not limited to:

- Designated employee parking areas;
- On-site loading/queuing management requirements;
- Signage prohibiting staging or parking in nearby residential areas;

- Monitoring/reporting requirements; and
- Periodic operational review.

10. Revocation / Modification Authority

Failure to comply with operational conditions imposed pursuant to this Section shall constitute grounds for modification, suspension, or revocation of any parking flexibility approval.

11. Use Limitations

Parking flexibility provisions shall not be interpreted to permit warehouse, logistics, dispatch, fulfillment, courier hub, fleet storage, or other high-intensity delivery-support operations in zones where such uses are otherwise prohibited.

POLICY CONSIDERATIONS

The proposed amendment is intended to support economic revitalization by reducing barriers to business activity in Maywood's built-out environment while preserving neighborhood livability. Staff requests direction from the City Council on the following policy considerations:

- Appropriate level of off-site parking flexibility;
- Whether allowing up to 100% off-site parking is appropriate under limited circumstances;
- Whether the amendment should apply citywide or be limited to certain commercial corridors;
- Whether reduced parking requirements for small tenant spaces should be included;
- Scope and applicability of residential protection standards; and
- Whether the City should pursue supplemental anti-staging or parking management regulations citywide.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

City Council's discussion and direction regarding the proposed Zoning Code Text Amendment does not directly authorize new development, increase density, or require capital expenditures. Therefore, no immediate direct fiscal impact is anticipated.

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 14.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: DISCUSSION AND DIRECTION REGARDING THE NAME OF THE MAYWOOD CESAR CHAVEZ LIBRARY

RECOMMENDATION:

Staff recommends that the City Council provide direction regarding the name of the Maywood Cesar Chavez Library.

BACKGROUND:

The library facility located at 4323 East Slauson Avenue, Maywood, California, is operated by the County of Los Angeles Public Library and is currently named the Maywood Cesar Chavez Library.

Based on archived 1993 City Council meeting minutes, the naming of the library was established through City Council discussion.

DISCUSSION:

In accordance with the City of Maywood Park and Recreation Facility Naming Policy, the City Council may adopt a name for a City facility based on one or more of the criteria provided within the Policy. The criteria within the Policy is as follows:

1. A facility may be named for a theme, geographic location or landmark, distinctive natural or geological features, adjacent street name, neighborhood, historical or cultural significance, or a living/deceased prominent personality that has made significant and exceptional contributions to the City, community, county, state, or fields of parks and recreation.
2. Appropriate facility names should be easy to spell and pronounce.
3. When possible, use terms that will identify the facility (i.e., neighborhood, center, play center, sports complex, etc.).

Should the City Council wish to proceed with a name change for the library, staff would prepare a public notice of the tentative naming proposal and the date of the City Council Meeting at which the naming would be considered. The Policy requires the City to notify the public thirty days prior to presentation of the tentative naming proposal.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this item at this time.

ATTACHMENT(S)

1. Park and Recreation Facility Naming Policy
2. June 22, 1993 Minutes - Library - Page 7
3. July 13, 1993 Minutes - Dedication - Pages 9 -10
4. August 10, 1993 Minutes - CAO Report - Page 5
5. August 24, 1993 Minutes - Library - Page 6
6. September 14, 1993 Minutes - Dedication - Page 6



CITY OF MAYWOOD PARK AND RECREATION FACILITY NAMING POLICY

The City of Maywood will adopt a name for each city park based on one or more of the following criteria and, when deemed appropriate, may do the same for a recreational facility located within the physical boundaries of a city park. The following criteria shall be used in determining the names of city parks and recreational facilities:

1. A park may be named for a theme, geographic location or landmark, distinctive natural or geological features, adjacent street name, neighborhood, historical or cultural significance, or a living/deceased prominent personality that has made significant and exceptional contributions to the city, community, country, state, or the fields of parks and recreation.
2. Appropriate park names should be easy to spell and pronounce.
3. When possible, use terms that will identify park. (i.e. neighborhood, center, play center, sports complex, etc.)
4. The City Council may issue a request for proposals when considering naming parks and recreation facilities. A written proposal must be submitted to the City Manager for review and presentation to the City Council. Any person or organization may submit a proposal to name a park. The proposal must contain the following:
 - A. The proposal must clearly identify the facility, the reason for naming the feature and include supporting documentation for the proposal.
 - B. A proposal to commemorate an individual must contain an explanation of how and why the individual's name is being proposed along with the contributions that the individual made to the city, community, state or country.
 - C. Proposals not containing all the required elements will not be considered and maybe declared invalid.

5. Thirty days prior to the presentation of the proposal to the City Council at a regularly noticed Council Meeting, the public shall be notified of the tentative naming proposal and the date of the City Council Meeting at which the naming will be considered.
6. The City Council will review and consider park naming proposals at the regularly noticed and posted Council Meeting. The council will hear public comment on the proposed name and vote on final action.
7. Based on the action taken by the City Council, staff will take all the appropriate measures regarding the naming of the park. Appropriate publicity and signage shall be coordinated. Regional agencies shall be informed of name, location, and facilities in order to keep travel maps and directories current.

June 22, 1993

**MINUTES OF THE REGULAR MEETING OF THE MAYWOOD
CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 E. SLAUSON AVENUE ON THE ABOVE DATE**

Mayor Engle called meeting to order at 7:00 p.m.

PRESENT: Councilmembers Rose Marie Busciglio, Henry Santiago, Jr.; William Hamilton, Dorothy Ramirez and Mayor Thomas H. Engle. Also present Chief Administrative Officer Ronald L. Lindsey, Assistant Chief Administrative Officer Edward W. Ahrens, Deputy City Attorney C. Edward Dilkes, City Clerk Samuel A. Peña, City Treasurer Michael Williams, Chief of Police Theodore Heidke, Assistant Planning Director Linda Dovalis, City Engineer Matt Binder, and Spanish Interpreter Myriam Vijil.

The Pledge of Allegiance was led by Deputy City Attorney Edward Dilkes.

The Invocation was given by Pastor Dale Hoffschinder, Zion Lutheran Church.

APPROVAL OF MINUTES:

A. Regular meeting June 8, 1993

Moved by Councilmember Busciglio, seconded by Councilmember Ramirez

APPROVE MINUTES OF REGULAR MEETING JUNE 8, 1993

Motion carried:	AYES:	Councilmembers Santiado, Ramirez, Hamilton, Busciglio and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	None
	ABSTAIN:	None

B. Adjourned meetins of june 10 and June 18, 1993.

Moved by Councilmember Busciglio, seconded by Councilmember Ramirez

APPROVE MINUTES OF ADJOURNED MEETINGS JUNE 10 AND JUNE 18, 1993

Motion carried:	AYES:	Councilmembers Santiado, Ramirez, Hamilton, Busciglio and Mayor Engle.
	NAYES:	None
	ABSTAIN:	Councilmember Santiago

PROCLAMATION: - Parks and Recreation Month, July 1993

mayor Thoams Engle resented Edward W. Ahrens, Community Service Director, the proclamation and wished the Recreation Department continued success.

ADMINISTRATION OF OATH: All persons wishing to address the City Council and/or Redevelopment Agency on any Public Hearing matter, please rise at this time and be sworn by the City Clerk.

Two people were sworn in by the City Clerk.

CITIZEN COMMUNICATIONS:

None.

CONSENT ITEMS: (1-10) Roll call vote required. Information concerning the consent items has been posted with the City Clerk prior to the meeting for study. Unless a Councilmember or member of the audience has a question concerning a particular item and asks that it be withdrawn from the consent calendar, the items will be approved at one time by the Council.

1. General Correspondence - Information Only
Reports: a. Animal Control Report-May 1993
 b. Diversified Transit Report-May 1993
 c. Fire Department Report-May 1993
2. Personnel Changes:
 - a. Samuel A. Pena Administrative Assistant, has complete six months of satisfactory service and is entitled to a step increase effective July 1, 1993.
 - b. Caesar Gutierrez, Street Maintenance Worker, has complete six months of satisfactory service and is entitled to a step increase effective June 1, 1993.
 - c. Greory S.Clark, Police Officer, transferred from the Patrol Divison to the Detective Bureau and is entitled to a 5% assignment pay, effective June 16,1993.
 - d. Lourdes Bonnett, Police Clerk, has earned an Associate in arts degree and is entitled to an educational incentive pay increase, effective March 16, 1993.
 - e. Mark Alvarez, Recreation Leader, resigned, effective June 7,1993
 - f. Appoint John Rogers, Recreation Leader, temporary employment, effective June 16, 1993
3. Appointment of Planning Commissioner
4. Notice of Expiration of Term, July 11, 1993, of Planning Commissioner Randall Lee.
5. Appointment of Design Review Board Member.
6. Request for Fireworkers Stand from
 - a. Southeast Hispanic Business and Professional Association at 57th and Athlantic Blvd.
7. Application for Alcoholic Beverage License:
 - a. Heliotrope Market, 6033 Heliotrope Avenue, license type 20.
 - b. K & S Market, 5300 Maywood Avenue, license type 20.
8. Staff recommends entering into agreement with Iguana Boxing Promotions to conducting a boxing show at Maywood Park July 10, 1993.
9. Approve Memorandum of Understanding with MPORA
10. Approve Memorandum of Understanding with MGEA

**RECEIVE AND FILE ITEMS #1, 2A-2E; APPROVE ITEMS #2F;
SETTING FOR REAPPOINTMENT FOR NEXT MEETING FOR ITEM
#4; SEPARATE ACTION ON ITEMS #3, #5, #8 AND #9; APPROVE
#7A, #7B AND #10; REQUIRED BY LAW TO DENY ITEM #6.**

Motion carried:	AYES:	Councilmembers Santiago, Ramirez, Hamilton, Busciglio and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	None
	ABSTAIN:	None

Councilmember Busciglio wanted an explanation on why Item #6 was denied.

Mr. Dikes explained that because of Urgency Ordinance 93-402 that was adopted last Council Meeting which outlines distances from various types of uses. One of those uses would be gasoline stations. The denial is based on the short distance in relation to the gas station.

3. Appointment of Planning Commissioner.

Councilmember Hamilton nominated Dean Larson. He went on to state that Mr. Larson is a member of this community for many years and a member of the VFW. Moose Lodge and other community groups. He apologized for not submitting a resume.

Councilmember Busciglio mentioned that we had received a letter from Arlene Savage and verbal request from David Hernandez expressing interest in serving on the planning Commission.

Chief Administrative Officer Ronald L. Lindsey mentioned that if a verbal request was made that would just as good as a written request.

Mayor Engle asked the other Councilmembers if they would want to go on with the nomination or what till next month.

Councilmembers Busciglio and Ramirez both agreed that it would be helpful to have the nomination request in writing.

Hearing no objection, Mayor Engle to order.

SCHEDULE APPOINTMENT OF CITY OF MAYWOOD PLANNING COMMISSIONER TO NEXT REGULAR COUNCIL MEETING JULY 13, 1993 AT 7:00 P.M.

Appointment of Design Review Board Member.

Councilmembers Busciglio asked Assistant Planning Director Linda L. Dovalis to give a brief description on the duties of a Design Review Board Member.

Ms. Dovalis explained that the Board meets on a "as needed basis" to approve designs for new dwelling units, new commercial and industrial buildings. Currently, the Board has four members: Mr. Matt Binder, City Engineer; Mr. Ronald L. Lindsey, CAO/Planning Director; Mr. Bill Hamilton, Councilmember; and Mr. Randall Lee, Planning Commissioner. We have one At-Large Member and that position is currently vacant.

Hearing no objects, Mayor Engle order.

SCHEDULE APPOINTMENT OF CITY OF MAYWOOD DESIGN REVIEW BOARD MEMBER AT NEXT REGULAR COUNCIL MEETING JULY 13, 1993 AT 7:00 P.M.

8. Staff recommends entering into agreement with Iguana Boxing Promotions to conduct a boxing show at Maywood Park July 10, 1993.

Deputy City Attorney Dilkes stated that the only change to the agreement that the promoter is only "Iguana Boxing Promotions, Inc."

Councilmember Ramirez wanted to know if they were going to submit a resolution on who exactly will be authorized to sign the agreement.

Attorney Dilkes said when the person authorized to sign the agreement executes the contract, there should be a resolution authorized him /her to sign.

Moved by Councilmember Busciglio, and second by Councilmember Santiago

**AGREEING TO ENTER INTO AGREEMENT WITH IGUANA BOXING, INC.
FOR A BOXING SHOW ON JULY 10, 1993 AT MAYWOOD PARK**

Motion carried: AYES: Councilmembers Santiago, Ramirez, Hamilton, Busciglio and Mayor Engle.
NAYAS: None
ABSENT: None
EXCUSED: None

TREASURER'S REPORT:

11. Financial Report, May 1993.

Hearing no objects, Mayor Engle order

THE MAY 1993 TREASURER'S REPORT BE RECEIVED AND FILED

PUBLIC HEARING:

12. Public Hearing to consider regulations governing KTV studios and Karaoke Entertainment establishments.

Ms. Dovalis stated that the City Council adopted an Urgency Ordinance in early January and the Planning Commission and Planning Staff have studied the matter further. Staff and the Planning Commission feel that regulations are needed due to fact that other cities have had trouble and the businesses are also being regulated in other cities. The Commission voted unanimously to approve the regulations. Staff recommend that the City Council direct the City Attorney to prepare an ordinance.

Public Hearing was opened at 7:29

Hearing no testimony on the matter, Mayor Engle closed the hearing at 7:29.

13. Public Hearing to consider approving the Engineer's report for certain improvements and maintenance in the City of Maywood Lighting District.

City Engineer Matt Binder stated that it has been required by law since 1972 to hold a Public Hearing. The rates and the cost distribution by zones have been unchanged for years. If a rate increase was proposed, then individual notices would be mailed.

Mayor Engle opened the Public Hearing at 7:30.

There being no testimony on the matter, Mayor Engle closed the hearing at 7:30.

14. Public Hearing to consider amending the Maywood Municipal Code relating to the sale of aerosol spray paint and marker pens.

Ms. Dovalis stated that recently the Board of Supervisors of Los Angeles County amended the County Code by requiring certain writing instrument of a certain withd, etching devices and spray paint be stored in locked cabinets prior to sale. The City of Maywood pays approximately \$3,000 monthly for labor and materials for its graffiti removal program. Staff and the Planning Commission have come up with some denifitions to be included in the ordinance which will amend Chapter 34, Title 5 of the Maywood Municipal Code. The ordinance will regulate storage and possession of such instruments. Staff recommends adopting a negative declaration.

Mayor Engle opened the Public Hearing at 7:34.

There being no testimony on the matter, Mayor Engle closed the hearing at 7:34.

Moved by Councilmember Busciglio, and seconded by Councilmember Santiago

APPROVE AND FILE A NEGATIVE DECLARATION

Motion carried: AYES: Councilmembers Santiago, Ramirez, Hamilton, Busciglio and Mayor Engle.

NAYES: None

ABSENT: None

EXCUSED: None

Mayor Engle stated that it is shamful that ordinance like this to have to place on the books. He went on to point out that the MTA spent \$13 million dollars on graffiti removal and surrounding cities spend as much as \$3 million dollars for such services.

Councilmember Hamilton commented on the Long Beach Freeway, and he has notice the thousands of dollars worth of spray paint. He said it sad and sick to see such conditions.

RESOLUTIONS:

15. Res. # 4303, approving Demands & Payroll.

Moved by Councilmember Busciglio, and seconded by Councilmember Santiago

WAIVE THE READING AND ADOPT RESOLUTION #4303

Motion carried: AYES: Councilmembers Santiago, Ramirez, Hamilton, Busciglio, and Mayor Engle.

NAYES: None

ABSENT: None

EXCUSED: None

16. Res.# 4303, A resolution of the City Council of the City of Maywood, California, approving the Engineer's report for certain improvements and maintenance in the City of Maywood Lighting District.

Moved by Councilmember Busciglio, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT RESOLUTION #4303

Motion carried: AYES: Councilmembers Santiago, Ramirez, Hamilton, Busciglio and Mayor Engle.
NAYES: None
ABSENT: None
Excused: None

17. Res. # 4305, A resolution of the City Council of Maywood to participate as Co-Permittee in the National Pollutant Discharge Elimination System (NPDES) Permit No. CA0061654.

Moved by Councilmember Santiago, and seconded by Councilmember Busciglio

WAIVE THE READING ADOPT RESOLUTION #4305

Motion carried: AYES: Councilmember Santiago, Ramirez, Hamilton, Busciglio and Mayor Engle.
NAYES: None
ABSENT: None
EXCUSED: None

18. Res. # 4306, A resolution of the City Council of the City of Maywood, authorizing the position of "No Left Turn" signs at the westbound intersection of Slauson Avenue and Malburg Way.

Moved by Councilmember Ramirez, and seconded by Councilmember Busciglio

WAIVE THE READING AND ADOPT RESOLUTION #4306

Motion carried: AYES: Councilmember Santiago, Ramirez, Hamilton, Busciglio, and Mayor Engle.
NAYES: None
ABSENT: None
EXCUSED: None

ORDINANCES - FIRST READING:

4. Ordinance. # 93-403, An ordinance of the City Council of the City of Maywood amending Title 5, Chapter 34 of the Maywood Municipal Code relating to the sale, possession and storage requirements for aerosol spray paint and dye containers, and certain writing instruments.

Moved by Councilmember Busciglio, and seconded by Councilmember Ramirez

WAIVE THE READING AND INTRODUCE ORDINANCE #93-403

Motion carried: AYES: Councilmembers Santiago, Ramirez, Hamilton, Busciglio and Mayor Engle.
NAYES: None
ABSENT: None
EXCUSED: None
ABSTAIN: None

URGENCY ORDINANCES - FIRST READING:

5. Urgency Ord. # 93-404, An urgency ordinance of the City Council of the City of Maywood imposing a 45-Day moratorium on the installing of diesel fuel tanks in the City and directing the Planning Commission to initiate a study regarding development of appropriate zoning regulations governing such uses.

Moved by introduce Mayor Engle

Motion died for lack of second.

URGENCY ORDINANCES - SECOND READING:

6. Urgency Ord. # 93-402, An ordinance of the City Council of the City of Maywood amending Title 5, Article 2, of the Maywood Municipal Code relating to the fireworks, and declaring the urgency thereof.

Moved by Councilmember Busciglio, and seconded by Councilmember Santiago

WAIVE THE READING AND INTRODUCE ORDINANCE #93-402

Motion carried:	AYES:	Councilmembers Santiago, Ramirez, Hamilton, Busciglio and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	None
	ABSTAIN:	None

At this time Mayor Engle adjourned to the Redevelopment Agency Agenda at 7:43 p.m. and reconvened to the regular meeting at 7:45 p.m.

ORAL REPORTS

Mayor's Report: Asked the Council for some their assistance in paying tribute to Labor Leader Cesar Chavez, a very dedicated individual that the Mayor feels the City should honor. An Ad Hoc Committee composed of Ronald Lindsey, Edward Ahrens, Councilmember Dorothy Ramirez and Mayor Tom Engle was formed. A report will be given next meeting. The Mayor welcomed everybody to join the Council at the 4th of July Fireworks Show.

Council Report: Councilmember Hamilton expressed the desire to adjourn the meeting in the memory of Pat Nixon, former First Lady.

 Councilmember Ramirez wished everyone a safe holiday.

 Councilmember Santiago was impressed with the design which Praise Chapel submitted to the City.

CAO Report: Requested closed session to discuss personnel matters and employee negotiations. Also a study session/presentation by Southeast Area Municipal Materials Recovery Facility (SAMM) for next agenda meeting.

City Clerk Report: None

City Attorney Report: None

Staff: Mr. Ahrens welcomed everyone to Maywood Park July 4, for the Fireworks show and July 10 for the Pro Boxing Show.

At this time the members of the Southeast Area Municipal Materials Recovery Facility (SAMM) were introduced. They were Jesse Carbajal, Martin Sluser, Jeff Goldstein, John Telesio and David Lund. They gave a presentation that would help alleviate the AB939 requirements of 25% diversion by 1995 and by the year 2000 50%. The City of Bell is investing its time and efforts into building a facility that would meet the needs of AB939.

Martin Sluser stated that they have been working with the City of Bell. The City of Bell purchased the 18 acre property at Bandini and Atlantic for the purpose of building a material recovery facility. The service agreement which will finance the project will need to be reviewed by the City Attorney. The project team would like a resolution by the City stating its intention to proceed with the facility.

Mr. Lindsey stated that this would not put rubbish carriers out of business, but the City would instruct the carrier to take it to the waste recovery facility instead of the landfill.

Jeff Goldstein is part of the SAMM team with consultants in engineering, financing and legal strength. He discussed the charts that were provided to the City Council earlier.

Mayor Engle wanted to know if the facility included hazardous waste, and if so, how was would it be screened out and how would it relate to cost of running the facility.

Mr. Goldstein stated that hazardous waste will not be allowed in the facility. He said that loads are inspected and material is identified. As the carrier tips the load, the facility then regulates and separates materials. The point is to recover materials that are recyclable, hazardous and the rest goes to compost.

Dave Lund briefed the council on the financing of the project.

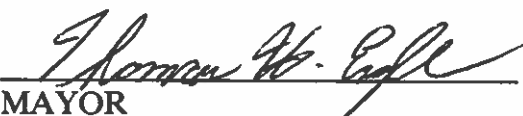
John Telesio, Consolidated Disposal, Inc., expressed his support of the project.

Mayor Engle adjourned to a closed session at 9:02 p.m. and reconvened the regular meeting at 9:48 p.m.

Mr. Dilkes stated that the closed session was held for the purposes stated. The Council also met in closed session to discuss two pieces of pending of litigation. The first was to discuss Concha/Highland Fed vs. City of Maywood. A report was provided and no action was taken. The second was to discuss Contreras vs. Locher. A report was provided and no action was taken. City Council instructed the negotiators how to proceed with MPORA. The votes on how to instruct the negotiators were unanimous.

**CITY COUNCIL MINUTES
JUNE 22, 1993
PAGE 9**

Hearing no further business, meeting was adjourned at 9:50 p.m., to Tuesday July 13, 1993 at 7:00 p.m. The Maywood City Council adjourned the meeting in memory of former First Lady Pat Nixon who passed away this morning.


MAYOR

ATTEST:


CITY CLERK

July 13, 1993

**MINUTES OF THE REGULAR MEETING OF THE MAYWOOD
CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 E. SLAUSON AVENUE ON THE ABOVE DATE**

Mayor Engle called meeting to order at 7:00 p.m.

PRESENT: Councilmembers Rose Marie Busciglio, William Hamilton, Dorothy Ramirez, and Mayor Thomas H. Engle. Also present Chief Administrative Officer Ronald L. Lindsey, Assistant Chief Administrative Officer Edward W. Ahrens, City Attorney Cary Reisman, City Clerk Samuel A. Peña, City Treasurer Michael Williams, Chief of Police Theodore Heidke, Assistant Planning Director Linda L. Dovalis, City Engineer Matt Binder, and Spanish Interpreter Myriam Vijil.

Councilmember Henry Santiago, Jr. was excused.

The Pledge of Allegiance was led by City Attorney Cary Reisman.

The Invocation was given by Ron Garcia, Southern California Edison Company.

APPROVAL OF MINUTES: Regular meeting June 22, 1993

Moved by Councilmember Busciglio, seconded by Councilmember Hamilton

APPROVE MINUTES OF REGULAR MEETING JUNE 22, 1993

Motion carried:	AYES:	Councilmembers Ramirez, Hamilton, Busciglio and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago
	ABSTAIN:	None

ADMINISTRATION OF OATH: All persons wishing to address the City Council and/or Redevelopment Agency on any Public Hearing matter, please rise at this time and be sworn by the City Clerk.

No people were sworn in by the City Clerk.

CITIZEN COMMUNICATIONS:

None.

CONSENT ITEMS: (1-10) Roll call vote required. Information concerning the consent items has been posted with the City Clerk prior to the meeting for study. Unless a Councilmember or member of the audience has a question concerning a particular item and asks that it be withdrawn from the consent calendar, the items will be approved at one time by the Council.

1. General Correspondence - Information Only
Reports: a. Building Report - June 1993
b. Code Enforcement Report - June 1993
c. Investment Report - June 1993
d. Street Department Report - June 1993
Meetings: e. Planning Commission draft minutes of June 15, 1993.
2. Appointment to the City of Maywood Planning Commission.

3. Reappointment of Randall Lee to the City of Maywood Planning Commission.
4. Personnel Changes:
 - a. Lourdes Bonnett, Police Clerk, elimination of position, effective June 30, 1993
 - b. Appoint Jason Forgash, Police Reserve Officer, to fill a vacant position, effective July 1, 1993.
5. Appointment to the Design Review Board.
6. Application for Alcoholic Beverage License:
 - a. Maywood Liquor, 5625 Atlantic Boulevard, license type 21.
7. Approve Consolidated Disposal Service. Inc. for a Rate Adjustment Application of Refuse Collection and Disposal Rates.
8. Staff recommends approval of service contract with Managed Logistics Systems. Inc. to provide fleet maintenance and management services for the 1993-1994 fiscal year.
9. Staff recommends approval of the Summer Food Service Program for Maywood Youth.
10. Approve Memorandum of Understanding with MPORA.
11. Staff recommends Council approval of payment for excess vacation for certain employees.

Councilmember Ramirez commented on Item #9 that staff should look into having the Food Program on the west side of town when the opportunity becomes available.

Moved by Councilmember Busciglio, seconded by Councilmember Ramirez

RECEIVE AND FILE ITEMS #1A-1E AND #4A; APPROVE ITEMS #4B; RECEIVE AND FILE WITH NO CAUSE FOR PROTEST ON ITEM #6A; APPROVE ITEMS #8 AND #9; APPROVE ITEMS #11 WITH THE PROVISION THE MAXIMUM AMOUNT OF ACCRUED VACATION FOR THE LISTED EMPLOYEES BE INCREASED TO 280 AFFECTED RETROACTIVELY TO JUNE 30, 1993 AND TO COMPENSATE THE LISTED EMPLOYEES WHO HAVE MORE THAN 280 HOURS FOR THOSE EXCESS HOURS; SEPARATE ACTION ON ITEMS #2, #3, #5, #7 AND #10;

Motion carried:	AYES:	Councilmembers Ramirez, Hamilton, Busciglio and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago
	ABSTAIN:	None

Item #2. Appointment to the City of Maywood Planning Commission.

Chief Administrator Officer Ronald L. Lindsey stated that we have received two résumés: Dean Larson and Arlene Savage.

Councilmember Busciglio stated that she receive a verbal request from David Hernandez.

Mr. Reisman stated that on the Notice of Vacancy it did indicate that the applicant were suppose to submit résumés indicating qualifications.

Moved by Councilmember Hamilton, seconded by Councilmember Busciglio

**NOMINATE MR. DEAN LARSON TO FILL UNEXPIRED VACANT TERM ON
THE CITY OF MAYWOOD PLANNING COMMISSION**

Motion carried:	AYES:	Councilmembers Ramirez, Hamilton, Busciglio and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago
	ABSTAIN:	None

Councilmember Hamilton thanked Ms. Savage for her application and expressed the feeling that she should be considered for the vacancy on the Design Review Board that is on today's agenda.

Councilmember Busciglio suggested that the City draft a letter thanking her for her interest and application and that we will keep her in mind on other such vacancy.

Item #3 Reappointment of Randall Lee to the City of Maywood Planning Commission.

Councilmember Busciglio was happy to renominated Randall Lee to the City of Maywood Planning Commission. She noted that Mr. Lee has served on the Planning Commission for 6 years and has done a terrific job.

Moved by Councilmember Busciglio, seconded by Councilmember Ramirez

**NOMINATE MR. RANDALL LEE FOR REAPPOINTMENT FOR A FULL
TERM ON THE CITY OF MAYWOOD PLANNING COMMISSION**

Motion carried:	AYES:	Councilmembers Ramirez, Hamilton, Busciglio and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago
	ABSTAIN:	None

Mayor Engle congratulated Mr. Lee and thanked him for his interest in serving our community.

Item #5 Appointment to the Design Review Board.

Mr. Lindsey stated that we had receive one résumé: Fernando Martinez, a 17 year resident.

Councilmember Busciglio noted that Mr. Martinez is studying architecture at Rio Hondo College and it looks like this would be right in his field of study. She also mentioned that the City Clerk, Samuel A. Peña, knows him personally and has willing to vouch for his character.

Moved by Councilmember Busciglio, seconded by Councilmember Ramirez

**NOMINATE MR. FERNANDO MARTINEZ FOR APPOINTMENT FOR THE
CITY OF MAYWOOD DESIGN REVIEW BOARD**

Motion carried:	AYES:	Councilmembers Ramirez, Hamilton, Busciglio and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago
	ABSTAIN:	None

Item #7 Approve Consolidated Disposal Service, Inc. for a Rate Adjustment
Application of Refuse Collection and Disposal Rates.

Mayor Engle had a question to John Telesio, President of Consolidated Disposal. When Consolidated first requested the rate increase (May 18, 1993 correspondence), the Rate Adjustment Formula showed a 70% Consumer Price Index (CPI) cost which included a tipping fee of 25%, if needed. The Mayor wanted to know if that tipping fee increase was really a necessity at this time and if it was possible not to have that increase.

Mr. Reisman explained that what Mayor Engle was referring to was the initial proposal indicated that there had been no cost increase for Disposal Tipping Fee and the letter (May 18, 1993) suggested that the company would take the risk on any increases in the future. But the revised letter (June 1, 1993) suggests that the company is not willing to take the risk even though they state that they are willing to take the risk. In reality, the increase was shifted from the Disposal Tipping Fee to the Consumer Price Index. Mr. Reisman asked Mr. John Telesio if he knows what the Disposal Tipping Fees are.

John Telesio, 12235 Los Nietos Roads, stated that he was not prepared to respond more conclusively than the letter has. He said that the Sanitation District has not yet indicated on what their final decision would be on this matter. Mr. Telesio also said that he was having trouble communicating with the District and the head on their Solid Waste Program, Steve Mcgywn. The District, Mr. Telesio claims, have not made any indications on how much the increase will be.

Mayor Engle stated that if the Disposal Tipping Fee were not included, the Total Adjustment would be 2.75% (May 18 letter) instead of 3.5% (June 1 letter).

Mr. Telesio stated that the 3.5% increase would cover Consolidated for a worse case scenario.

Mayor Engle wanted to know if the rate increase would be notified ahead of time to the general public.

Mr. Telesio stated that by policy that they do try to notify in advance, but there are some cases because of time constrains, it seems that they are not allowed to give them a lot of time. But by policy they try to give the public 15 to 30 days.

Enrique Vaquez, Vice President of Consolidated Disposal, said that if the approval is done within thirty days, then the public will get thirty days notice towards their next billing cycle. If its done within less than thirty days of the next then the general public can not be notified with due time.

Councilmember Busciglio noticed that Consolidated has a new billing system and expects the notice to be noted on the next bill.

Councilmember Ramirez wanted to know if Consolidated notifies in any other way.

Mr. Vaquez said that on occasion they would notify through the local newspaper, if the area had a circulation in the area.

Councilmember Ramirez asked if this same rate adjustment was the same proposed to the other cities.

Mr. Telesio said yes.

Mr. Lindsey requested that because of the past complains about the rates being retroactive, what would be Consolidated's stand on the effective date on this possible rate increase.

Mr. Vaquez said that because this quarter's bill have already been sent out that there would have to be some adjustment in the following billing cycle.

Mr. Engle wanted to know why we can not make this rate increase effective as of the October 1993 billing cycle instead of the July 1993 cycle because of the problem with billing people retroactively.

Mr. Telesio said because of the Sanitation District holding back on their decision, the fiscal year has began and those cost must be recovered.

Mr. Vaquez went back and stated that because of the new billing cycle, changes can be noted on peoples next the bill.

Councilmember Busciglio, as a Director on the Sanitation District Board, she does not think that a 40¢ increase is a large increase. One has to also consider that the tipping fee are very expensive.

Mr. Telesio stated they are willing to work City staff to make this rate increase noticed to the public.

Mr. Lindsey wanted to know if the City Council would have any problem with making the rate increase from July 1, 1993 through October 1, 1994 because of the budget situations at all levels of governments.

Mr. Telesio explained that because of the fiscal year set-up from July 1 through June 30 of all government agencies that they would be required to carry the cost for an entire quarter and maybe more. Mr. Telesio stated that this rate adjustment process needs to begin earlier in the year and the Sanitation District needs to also do the same with their budget situation.

Mayor Engle then asked Mr. Telesio if this rate increase (effect July 1, 1993 through June 30, 1994) would be the only proposed increase.

Mr. Telesio said yes, but also requested that if the Sanitation District comes in with higher figures than they predicted that they be allowed to come back and request another adjustment.

Mayor Engle asked how often do the Sanitation District change the rates.

Mr. Telesio said that the District can adjust rates at random and noted that last year they adjusted their rates in the middle of the fiscal year.

Councilmember Hamilton wanted to make sure that the notice that would notify the residents of the increase would be in a language that can be easily understood.

Mr. Telesio suggested that a draft letter given to staff to make sure the language meets their approval.

Councilmember Busciglio said that would not be necessary.

Moved by Councilmember Busciglio, seconded by Councilmember Ramirez

**APPROVE CONSOLIDATED DISPOSAL SERVICE INC. FOR A RATE
ADJUSTMENT APPLICATION OF REFUSE COLLECTION AND DISPOSAL
RATES.**

Motion carried:	AYES:	Councilmembers Ramirez, Hamilton, Busciglio and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago
	ABSTAIN:	None

PUBLIC HEARINGS:

12. Public Hearing to consider adopting a resolution to approve the City of Maywood Municipal Budget for the 1993-1994 fiscal year.

Mayor Engle at 7:44 open the public hearing.

Hearing no testimony, Mayor Engle closed the public hearing at 7:44.

Mayor Engle asked Mr. Lindsey if there were any changes that the Council should be made aware of.

Mr. Lindsey said that there were some employee situation still pending and needed to be discussed in closed session.

13. Set Public Hearing for July 27, 1993 at 7:00 p.m. at the City Council Chambers to consider adopting a resolution in compliance with the 1992 Congestion Management Program (CMP) and approving the CMP Conformance Checklist.

Hearing no objection

**SET PUBLIC HEARING FOR JULY 27, 1993 AT 7:00 P.M. AT THE CITY
COUNCIL CHAMBERS**

14. Set Public Hearing for July 27, 1993 at 7:00 p.m. at the City Council Chambers to consider an Energy Service Contract & Lease-Purchase Agreement for the Financing of the Energy Service Contract with Honeywell, Inc.

Hearing no objection

**SET PUBLIC HEARING FOR JULY 27, 1993 AT 7:00 P.M. AT THE CITY
COUNCIL CHAMBERS**

RESOLUTIONS:

15. Res. # 4307, Approving Demands & Payroll.

Moved by Councilmember Hamilton, and seconded by Councilmember Busciglio

WAIVE THE READING AND ADOPT RESOLUTION #4307

Motion carried: AYES: Councilmembers Ramirez, Hamilton, Busciglio
and Mayor Engle.
NAYES: None
ABSENT: None
EXCUSED: Councilmember Santiago

16. Res. # 4308, A Demands - Asset and Seizure account

Moved by Councilmember Busciglio, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT RESOLUTION #4308

Motion carried: AYES: Councilmembers Ramirez, Hamilton, Busciglio
and Mayor Engle.
NAYES: None
ABSENT: None
EXCUSED: Councilmember Santiago

17. Res. # 4309, A resolution of the City Council of the City of
Maywood in support of Senate Bill 778 (Dills).

Moved by Councilmember Busciglio, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT RESOLUTION #4309

Motion carried: AYES: Councilmembers Ramirez, Hamilton, Busciglio
and Mayor Engle.
NAYES: None
ABSENT: None
EXCUSED: Councilmember Santiago

18. Res. # 4310, A resolution of the City Council of the City of
Maywood approving the destruction of certain old
records in the Office of the City Clerk of the City of
Maywood.

Moved by Councilmember Busciglio, and seconded by Councilmember Hamilton

WAIVE THE READING AND ADOPT RESOLUTION #4310

Motion carried: AYES: Councilmembers Ramirez, Hamilton, Busciglio
and Mayor Engle.
NAYES: None
ABSENT: None
EXCUSED: Councilmember Santiago

19. Res. # 4311, A resolution of the City Council of the City of Maywood vacating a public street pursuant to the Public Streets, Highways, and Service Easement Vacation Law. The street to be vacated is the 3400 block of 57th street. Amending Resolution #4287.

Moved by Councilmember Busciglio, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT RESOLUTION #4311

Motion carried: AYES: Councilmembers Ramirez, Hamilton, Busciglio and Mayor Engle.
 NAYES: None
 ABSENT: None
 EXCUSED: Councilmember Santiago

20. Res. # 4312, A resolution of the City Council of the City of Maywood ordering territory designated "Reorganization 1-92 Parcel A and B" annexed to the City of Maywood. Amending Resolution #4299.

Moved by Councilmember Busciglio, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT RESOLUTION #4312

Motion carried: AYES: Councilmembers Ramirez, Hamilton, Busciglio and Mayor Engle.
 NAYES: None
 ABSENT: None
 EXCUSED: Councilmember Santiago

Councilmember Busciglio noted that this resolution will finalize the land swap application with the City of Huntington Park and annex the old Safeway building to the City of Maywood.

21. Res. # 4313, A resolution of the City of Maywood authorizing an increase in the amount of funds to be borrowed for fiscal year 1993-1994 and increasing the amount of the 1993-1994 Tax and Revenue Anticipation Note to be issued therefor in connection with the City's participation in the California Cash Flow Financing Program.

Mr. Lindsey stated that because of our property tax receipts the City is eligible to borrow up to \$830,000. We can invest those funds and earn what he called "arbitral" on these funds. If we can put those funds into an accounts and earn a higher interest rate on it, we would be allowed to keep those funds.

Moved by Councilmember Busciglio, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT RESOLUTION #4313

Motion carried: AYES: Councilmembers Ramirez, Hamilton, Busciglio and Mayor Engle.
 NAYES: None
 ABSENT: None
 EXCUSED: Councilmember Santiago

22. Res. # 4314, A resolution of the City Council of the City of Maywood, California establishing compensation and benefits for City employees -- 1993-1994.

Moved by Councilmember Busciglio, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT RESOLUTION #4314

Motion carried: AYES: Councilmembers Ramirez, Hamilton, Busciglio and Mayor Engle.
NAYES: None
ABSENT: None
EXCUSED: Councilmember Santiago

ORDINANCES - SECOND READING:

23. Ordinance. # 93-403, An ordinance of the City Council of the City of Maywood amending Title 5, Chapter 34 of the Maywood Municipal Code relating to the sale, possession and storage requirements for aerosol spray paint and dye containers, and certain writing instruments.

Moved by Councilmember Busciglio, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT ORDINANCE #93-403

Motion carried: AYES: Councilmembers Ramirez, Hamilton, Busciglio and Mayor Engle.
NAYES: None
ABSENT: None
EXCUSED: Councilmember Santiago
ABSTAIN: None

At this time Mayor Engle adjourned to the Redevelopment Agency Agenda at 7:53 p.m. and reconvened to the regular meeting at 8:01 p.m.

ORAL REPORTS

Mayor's Report:

Reported on the Ad Hoc committee meeting that was formed to honor labor leader Cesar Chavez. The Committee had narrowed its recommendation to three choices: the Library, the Community Building and the Recreation Room at Maywood Park. At this time he asked for a vote from the present Councilmembers for their choices (1st choice would receive 3 votes, 2nd - 2 votes and 3rd - 1 vote). Councilmember Ramirez voted Library, Community Building, Recreation Room in that order. Councilmember Busciglio voted Library, Community Building, Recreation Room. Councilmember Hamilton voted Library, Community Building, Recreation Room. Mayor Engle voted Library, Community Building, Recreation Room. It was a unanimous vote: the Library. The scheduled date for the dedication would be somewhere around September. That would coincide with the City's birthday, Labor Day or Mexican Independence Day. Mayor Engle then went on to recall his personal dealing with Mr. Chavez and his labor movement.

CITY COUNCIL MINUTES

JULY 13, 1993

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He described Mr Chavez as a very dedicated man who devoted his entire life to the movement. Moving on to a different subject, Mayor Engle thanked everybody for showing up for the Fourth of July show at Maywood Park.

Council Report:

Councilmember Hamilton said that his grand daughter was involved in the big accident on the Long Beach Freeway. She is okay, but she sustain some injuries.

Councilmember Ramirez offered a video tape titled "The Wrath of Grapes" that discusses Cesar Chavez and some of the things he stood for. Councilmember Ramirez also reported that her daughter, Maria, was in Japan when the big earthquake occurred and that she is doing okay. She then went on to congratulated Mr. Larson and Mr. Lee on their appointments.

Councilmember Busciglio thanked Mr. Edward W. Ahrens, Assistant Chief Administrative Officer, for the fireworks show and the wrestling show. She then announced that she will not be able to attend the next Council meeting. She will be in Hawaii. Please excuse her for been absent.

CAO Report:

Requested a closed session to discuss personnel matters and employee negotiations. Further discussions on the Budget will be held in open session after the closed session.

City Clerk Report:

None

City Attorney Report:

Reported on the Concha vs. City of Maywood. Explained that the decision in the case favored the City. Also, requested a closed session to discuss City of Maywood vs. Moeller and Rusas. Council was given a copy of Attorney Robert L. Kress, an attorney from his law office, who investigated the complain by Chris and Susan Wu, 5601 Fishburn. The report exonerated both Linda L. Dovalis and David Mango and the entire Building's Department of any wrong doing.

Staff:

Mr. Ahrens stated that the boxing show on the 10th of July and the also the Fourth of July show were a big success.

Spanish Interpreter, Miriam Vijil, reported that she has been certified as a court interpreter in the State of Nevada. She has also passed the written examination for the new Federal interpreter's program and is eligible for the oral exam.

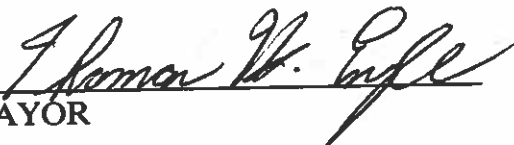
Mayor Engle adjourned to a closed session at 8:21 p.m. and reconvened the regular meeting at 9:43 p.m.

City Attorney Reisman reported on the closed session. The City Council discussed on personnel matters including negotiation with the MPORA. The City Council instructed the negotiators with that matter. Those instruction moved Item #10 to be placed on the next regular agenda. City Attorney also reported on City of Maywood vs. Moeller and Rusas and received instruction.

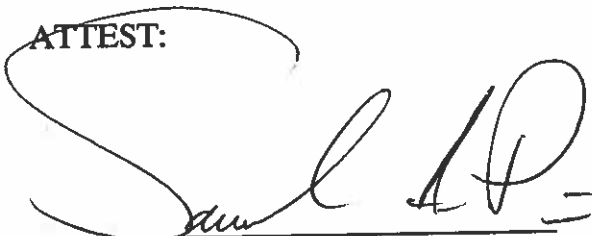
**CITY COUNCIL MINUTES
JULY 13, 1993
PAGE 11**

Mr. Lindsey reported on the Budget and requested that the matter be placed on the next regular meeting.

Hearing no further business, meeting was adjourned at 9:45 p.m., to Thursday July 22, 1993 at 5:30 p.m. The Maywood City Council adjourned the meeting in memory of the two young girls killed Saturday by a drunk driver. The two young girls were both girls were Maywood residents.


MAYOR

ATTEST:


CITY CLERK

August 10, 1993

**MINUTES OF THE REGULAR MEETING OF THE MAYWOOD
CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 E. SLAUSON AVENUE ON THE ABOVE DATE**

Mayor Engle called meeting to order at 7:07 p.m.

PRESENT: Councilmembers Henry Santiago, Jr., William Hamilton, Dorothy Ramirez, and Mayor Thomas H. Engle. Also present Chief Administrative Officer Ronald L. Lindsey; Assistant Chief Administrative Officer Edward W. Ahrens; City Attorney Cary Reisman; City Clerk Samuel A. Peña; Chief of Police Theodore Heidke; City Engineer Matthew Binder; Assistant Planning Director Linda L. Dovalis; and Spanish Interpreter Myriam Vijil.

Councilmember Rose Marie Busciglio was excused.

The Pledge of Allegiance was led by Councilmember Dorothy Ramirez.

The Invocation was given by Councilmember William Hamilton.

APPROVAL OF MINUTES: - Regular meeting July 27, 1993

Moved by Councilmember Santiago, seconded by Councilmember Ramirez

APPROVE MINUTES OF REGULAR MEETING JULY 27, 1993

Motion carried:	AYES:	Councilmembers Santiago, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Busciglio.
	ABSTAIN:	Councilmember Hamilton

ADMINISTRATION OF OATH: All persons wishing to address the City Council and/or Redevelopment Agency on any Public Hearing matter, please rise at this time and be sworn by the City Clerk.

No people were sworn in by the City Clerk.

CITIZEN COMMUNICATIONS:

Elvira Moreno, 4537 E. 59th Pl., stood up at this time and presented herself to the City Council.

CONSENT ITEMS: (1-3) Roll call vote required. Information concerning the consent items has been posted with the City Clerk prior to the meeting for study. Unless a Councilmember or member of the audience has a question concerning a particular item and asks that it be withdrawn from the consent calendar, the items will be approved at one time by the Council.

1. General Correspondence - Information Only
Reports: a. Building Report - July 1993
b. Code Enforcement Report - July 1993
c. Investment Report - July 1993
d. Street Department Report - July 1993
Meetings: e. Planning Commission draft minutes of July 20, 1993.
2. Request from Carlos and Margarita Diaz to put concrete on the parkway at 3552 E. 57th Street.

3. Personnel Changes:
a. Kenneth Meisels, Police Sergeant, has completed six months of satisfactory service and is entitled to a step increase, effective June 1, 1993.

Moved by Councilmember Santiago, seconded by Councilmember Ramirez

RECEIVE AND FILE ITEMS #1A-1E; APPROVE ITEM #2; RECEIVE AND FILE ITEM #3A.

Motion carried:	AYES:	Councilmembers Santiago, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Busciglio
	ABSTAIN:	None

TREASURER'S REPORT

4. Financial Report, July 1993.

hearing no objections:

RECEIVE AND FILE FINANCIAL REPORT, JULY 1993

PUBLIC HEARINGS:

5. Set Public Hearing for August 24, 1993 at 7:00 p.m. in the City Council Chambers to consider an ordinance of the City Council of the City of Maywood amending the Maywood Municipal Code regarding civil service hearings.

Hearing no objections:

PUBLIC HEARING IS SET FOR AUGUST 24, 1993 TO CONSIDER AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AMENDING THE MAYWOOD MUNICIPAL CODE REGARDING CIVIL SERVICE HEARINGS.

RESOLUTIONS:

6. Res. # 4320, Approving Demands & Payroll.

Moved by Councilmember Hamilton, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT RESOLUTION #4320

Motion carried:	AYES:	Councilmembers Santiago, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Busciglio.
	ABSTAIN:	None

7. Res. # 4321, Approving Demands - Asset and Seizure account

Moved by Councilmember Santiago, and seconded by Councilmember Hamilton

WAIVE THE READING AND ADOPT RESOLUTION #4321

Motion carried:	AYES:	Councilmembers Santiago, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Busciglio.
	ABSTAIN:	None

8. Res. # 4322, A resolution of the City Council of the City of Maywood adopting the City of Maywood Statement of Investment Policy dated July 1993.

Ronald L. Lindsey, Chief Administrative Officer, explained that this was a guideline to the investment procedures that the City of Maywood follows. The resolution was prepared by the City Treasurer which is updated every year.

Moved by Councilmember Santiago, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT RESOLUTION #4322

Motion carried:	AYES:	Councilmembers Santiago, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Busciglio
	ABSTAIN:	None

9. Res. # 4323, A resolution of the City Council of the City of Maywood, California establishing compensation and benefits for City employees -- 1993-1994, amending resolution 4314.

Moved by Councilmember Ramirez, and seconded by Councilmember Santiago.

WAIVE THE READING AND ADOPT RESOLUTION #4323

Motion carried:	AYES:	Councilmembers Santiago, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Busciglio.
	ABSTAIN:	None

10. Res. # 4324, A resolution of the City Council of the City of Maywood authorizing execution of program supplement No. 010 to agreement between the State Department of Transportation and the City of Maywood.

Moved by Councilmember Santiago, and seconded by Councilmember Hamilton

WAIVE THE READING AND ADOPT RESOLUTION #4324

Motion carried:	AYES:	Councilmembers Santiago, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Busciglio
	ABSTAIN:	None

ORDINANCES - FIRST READING

11. Ord. # 93-404, An ordinance of the City Council of the City of Maywood amending the Maywood Municipal Code regarding civil service hearings.

Moved by Councilmember Santiago, and seconded by Councilmember Hamilton

WAIVE THE READING AND INTRODUCE ORDINANCE #93-404

Motion carried:	AYES:	Councilmembers Santiago, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Busciglio
	ABSTAIN:	None

12. Ord. # 93-405, An ordinance of the City Council of the City of Maywood amending the salary schedule for Councilmembers.

Moved by Councilmember Santiago, and seconded by Councilmember Hamilton

WAIVE THE READING OF ORDINANCE #93-405

Motion carried:	AYES:	Councilmembers Santiago, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Busciglio
	ABSTAIN:	None

Moved by Councilmember Santiago, and seconded by Councilmember Hamilton

TO INTRODUCE ORDINANCE #93-405

Motion carried:	AYES:	Councilmembers Santiago, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Busciglio
	ABSTAIN:	None

At this time Mayor Engle adjourned to the Redevelopment Agency Agenda at 7:25 p.m. and reconvened to the regular meeting at 7:29 p.m.

ORAL REPORTS

Mayor's Report:

Mayor Engle commented on the Maywood Municipal Ordinance regarding yard sale limits. He asked Staff for a weekly list to see who is permitted. Also, commented on vendors that are not only in vehicles, but in shopping cart. He would like to see the problem eliminated. He made a statement on the L.A. County Library and thanked Staff for all their efforts for keeping the office open. Also, asked Staff to see if they can have extended hours for students after school. Wished the best for the Hamiltons and hoped for a speedy recovery. Reported on the HUB Cities program and its continued success. Welcomed staff writer from LA City Times, Mary Helen Berg.

Council Report:

Councilmember Ramirez wished the Hamiltons the best and a speedy recovery. Congratulated Councilmember Santiago on the birth of his daughter.

Councilmember Hamilton thanked everyone for their prayers, cards and flowers on behalf of his wife, Millie and his family.

Councilmember Santiago expressed his happiness on the recovery of Millie Hamilton, and he announced the birth of his daughter, Lina Marie, on August 1. Also, welcomed the Bell High students from Mr. Jansen's class.

CAO Report:

Stated that he will not need the requested closed session. Also, commented on the Maywood Library and the City's request to keep it open from 1 p.m. to 8 p.m. two days a week. The City is also negotiating with the county library to open a third or fourth day. Introduced his daughter, Brooke, who is visiting from Oregon, and his mother, Nettie.

City Clerk Report:

Wished the best for the Hamiltons and his family. Also, congratulated Councilmember Santiago on the birth of his new daughter.

City Attorney Report:

Added his best wishes to the Hamiltons and his family. Also, congratulated Councilmember Santiago on the birth of his new daughter. Was going to report on Contreras vs. Locher, but the deposition is not complete.

Staff:

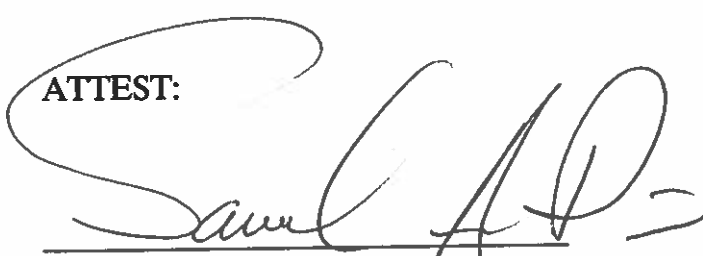
Assistant Planning Director, Linda Dovalis, reminded the Council about the of the Regional Comprehensive Plan that is being developed and Public Workshop to the held on Wednesday, August 11.

Assistant Chief Administrative Officer, Edward Ahrens, stated that Staff has been in contact with Pageantry Production for a festival that is planned. Also, reported on the federally funded food program that is being conducted at the City Park. Mr. Ahrens also congratulated Councilmember Santiago and wished the best for Councilmember Hamilton and his family.

Hearing no further business, meeting was adjourned at 7:39 p.m., to Tuesday, August 24, 1993 at 7:00 p.m.


MAYOR

ATTEST:


CITY CLERK

August 24, 1993

**MINUTES OF THE REGULAR MEETING OF THE MAYWOOD
CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 E. SLAUSON AVENUE ON THE ABOVE DATE**

Mayor Engle called the meeting to order at 7:02 p.m.

PRESENT: Councilmembers Rose Marie Busciglio, William Hamilton, Dorothy Ramirez, and Mayor Thomas H. Engle. Also present Chief Administrative Officer Ronald L. Lindsey; Assistant Chief Administrative Officer Edward W. Ahrens; City Attorney Cary Reisman; City Clerk Samuel A. Peña; Chief of Police Theodore Heidke; City Engineer Matthew Binder; and Spanish Interpreter Myriam Vijil.

Councilmember Henry Santiago, Jr. was excused.

The Pledge of Allegiance was led by City Engineer Matthew Binder.

The Invocation was given by Councilmember William Hamilton.

APPROVAL OF MINUTES: - Regular meeting August 10, 1993

Moved by Councilmember Hamilton, seconded by Councilmember Ramirez

APPROVE MINUTES OF REGULAR MEETING AUGUST 10, 1993

Motion carried:	AYES:	Councilmembers Hamilton, Ramirez and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago.
	ABSTAIN:	Councilmember Busciglio.

ADMINISTRATION OF OATH: All persons wishing to address the City Council and/or Redevelopment Agency on any Public Hearing matter, please rise at this time and be sworn by the City Clerk.

No people were sworn in by the City Clerk.

CITIZEN COMMUNICATIONS:

Daniel Quintero, 3949 E. 55th Street, coach of the Maywood Giants, would like to present the City Council with the second place trophy they have received from the Los Angeles Coca-Cola Baseball Tournament. This is the second year they have made it to the finals of this tournament in which more than 30 local teams, ages 12 to 14, participated. He introduced some of his players: Delvis Llanes, Rafael Rivera, Jimmy Rocha and Roberto Lopez. Some of his players in the past have gone on and played at Bell High School and other teams. He also thanked Assistant Chief Administrative Officer, Edward Ahrens, for his support and use of the City Park. He asked the City Council for support for next years program, and if possible, to start a traveling league for other age groups.

Mayor Engle accepted the trophy on behalf of the City and expressed his appreciation for their representation of the City.

Coach Quintero thanked the Park Staff, his players for their efforts, his wife Alma and the City for everything. He would eventually like to see a Maywood team in the World Championships.

Councilmember Hamilton stated that it takes good men to win a trophy in a tournament and then turn around and give it to the City. The Council thanked and congratulated the team.

Ron Garcia, Southern California Edison Company, announced that Sunday is the Miss Maywood Pageant hosted by the Maywood Chamber of Commerce and invited the Council to attend the ceremonies on Sunday August 29 at 5:00 p.m. at the Radisson Hotel. There are twelve participants who will be vowing for Miss Maywood 1993.

Louis Cevayos, 4550 E. 61st Street, stated that he is very proud of Mr. Quintero for all he has done and appreciates all the work he has done. Mr. Cevayos' son has played for Mr. Quintero in the past and is currently playing on a traveling team that will be playing in Las Vegas in a couple of weeks.

Mayor Engle stated that he appreciates the effort by Mr. Quintero and Staff will continue to support team sports in the City of Maywood.

CONSENT ITEMS: (1-4) Roll call vote required. Information concerning the consent items has been posted with the City Clerk prior to the meeting for study. Unless a Councilmember or member of the audience has a question concerning a particular item and asks that it be withdrawn from the consent calendar, the items will be approved at one time by the Council.

1. General Correspondence - Information Only
Reports: a. Animal Control Report - July 1993
 b. Diversified Paratransit Report - July 1993
 c. Fire Department Report - July 1993
2. Application for Alcoholic Beverage License:
 a. El Torito Market, 6128 Atlantic Blvd., person to person transfer, license type 20.
 b. Thrifty Drug Store #688, 4410 E. Slauson Ave., person to person transfer, license type 21.
3. Staff recommends approval of two Prop "C" Projects: Construction of bus pads on Slauson Ave. and Randolph Street reconstruction. Staff also recommends submitting these projects for MTA approval.
4. Personnel Changes:
 a. Keith Shishido, Police Dispatcher, has completed one year of satisfactory service and is entitled to a step increase, effective August 16, 1993.

Moved by Councilmember Hamilton, seconded by Councilmember Ramirez

RECEIVE AND FILE ITEMS #1A-1C; RECEIVE AND FILE WITH NO CAUSE FOR PROTEST ON ITEMS #2A AND #2B; APPROVE ITEM #3; RECEIVE AND FILE ITEM #4A.

Motion carried:	AYES:	Councilmembers Busciglio, Hamilton, Ramirez and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago.
	ABSTAIN:	None

PUBLIC HEARINGS:

5. Set Public Hearing for September 14, 1993 at 7:00 p.m. at the Maywood City Council Chambers to consider an ordinance of the City Council of the City of Maywood regarding Floodplain Management.

Hearing no objections:

PUBLIC HEARING IS SET FOR SEPTEMBER 14, 1993 TO CONSIDER AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD REGARDING FLOODPLAIN MANAGEMENT.

6. Public Hearing to consider an ordinance of the City Council of the City of Maywood amending the Maywood Municipal Code regarding civil service hearings.

City Attorney Cary Reisman stated that this ordinance came about because of the negotiations with the MPORA. The new procedures would clarify that the City Council appoint the hearing officer and/or body, thus the City is not required to utilize the Los Angeles County Civil Service hearing officers. This procedure would also clarify appeal rights for both parties of the case.

Mayor Engle opened the public hearing at 7:17 p.m.

Hearing no testimony, Mayor Engle closed the public hearing at 7:17 p.m.

Vote for Ordinance was taken up later on in the agenda.

RESOLUTIONS:

7. Res. # 4325, Approving Demands & Payroll.

Moved by Councilmember Busciglio, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT RESOLUTION #4325

Motion carried:	AYES:	Councilmembers Busciglio, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago.
	ABSTAIN:	None

8. Res. # 4326, A resolution of the City Council of the City of Maywood, California, establishing a Parking Violation Adjudication Procedure.

Mr. Reisman stated that under State law, the Legislature has decided to take the parking violations out of the criminal courts and move them back to the City. This would outline appeal rights before they would see any court appearances. Under this new legislation, the City is required to pass a resolution outlining its intentions and procedures. The manual that is Exhibit "A" covers procedures and instructions on rights.

Councilmember Ramirez asked about the particular "body" that will be hearing the appeals on the parking violations.

Mr. Reisman stated that the first level of appeal would be with the Technical Aide II. Then, the second level of appeal would be the Hearing Officer/Finance Director. The third level would be an appeal at Huntington Park court.

Councilmember Ramirez asked what would happen if the Technical Aide or Hearing Officer was absent for the proceedings.

City Treasurer Michael Williams stated that violators have thirty days before any additional fees are added. If no one is available at a particular time, they can be rescheduled to come back.

Mr. Reisman recommended that the City Council adopt some provisions to appoint alternates in case absences occur. The changes can be made in the resolution.

Moved by Councilmember Busciglio, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT RESOLUTION #4326 -- WITH THE AMENDMENT IN SECTION 1. WHICH SHALL READ "THE FIRST LEVEL OF APPEAL SHALL BE WITH THE TECHNICAL AIDE II, OR OTHER EQUIVALENT LEVEL EMPLOYEE AS APPOINTED BY THE CHIEF ADMINISTRATIVE OFFICER. THE SECOND LEVEL OF APPEAL SHALL BE CONDUCTED BY THE FINANCE DIRECTOR, OR DESIGNEE, AND THE THIRD LEVEL OF APPEAL SHALL BE TRIAL DE NOVO THROUGH THE SOUTHEAST MUNICIPAL COURT. ALL APPEALS SHALL BE FILED WITHIN THE TIME LIMITS AND FORMAT PRESCRIBED FOR IN THE ADJUDICATION MANUAL."

Motion carried:	AYES:	Councilmembers Busciglio, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago.
	ABSTAIN:	None

9. Res. # 4327, A resolution of the City Council of the City of Maywood fixing the amount of revenue from a property tax approved by the voters of said City for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS) and fixing the rate of such taxes and levying such taxes for the fiscal year beginning July 1, 1993.

Moved by Councilmember Busciglio, and seconded by Councilmember Hamilton

WAIVE THE READING AND ADOPT RESOLUTION #4327

Motion carried:	AYES:	Councilmembers Busciglio, Hamilton, Ramirez and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago.
	ABSTAIN:	None

ORDINANCES - SECOND READING

10. Ord. # 93-404, An ordinance of the City Council of the City of Maywood amending the Maywood Municipal Code regarding civil service hearings.

Moved by Councilmember Busciglio, and seconded by Councilmember Hamilton

WAIVE THE READING AND ADOPT ORDINANCE #93-404

Motion carried:	AYES:	Councilmembers Busciglio, Hamilton, Ramirez and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago
	ABSTAIN:	None

11. Ord. # 93-405, An ordinance of the City Council of the City of Maywood amending the salary schedule for Councilmembers.

Moved by Councilmember Busciglio, and seconded by Councilmember Hamilton

WAIVE THE READING OF ORDINANCE #93-405

Motion carried:	AYES:	Councilmembers Busciglio, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	Councilmember Santiago
	ABSTAIN:	None

Moved by Councilmember Ramirez, and seconded by Councilmember Hamilton

TO ADOPT ORDINANCE #93-405

Motion carried:	AYES:	Councilmembers Hamilton, Ramirez and Mayor Engle.
	NAYES:	Councilmember Busciglio
	ABSENT:	None
	EXCUSED:	Councilmember Santiago
	ABSTAIN:	None

At this time Mayor Engle adjourned to the Redevelopment Agency Agenda at 7:25 p.m. and reconvened to the regular meeting at 7:29 p.m.

ORAL REPORTS

Mayor's Report: Congratulated Mildred Hamilton, Councilmember William Hamilton's wife, on her speedy recovery and wished her continued success in her rehabilitation. He also wished everybody a safe Labor Day Weekend.

Council Report: Councilmember Busciglio wished the best for Mildred and the Hamilton family.

Councilmember Ramirez wished the Hamiltons the best and a speedy recovery. She reported that her daughter, Maria, has returned safely from Japan. Also reported that exchange students visiting from Japan sponsored by Maywood Lions Club members were being treated to a Dodger game by her husband tonight. Also, extended her prayers to Councilmember Santiago and his family concerning the death of his father-in-law.

Councilmember Hamilton thanked everyone for their prayers on behalf of his wife and his family. She is recovering well. She is able to sing, talk and recognize people which is a very good sign. Also stated that April of 1993 marked their 50th wedding anniversary.

CAO Report: Stated that he will not need the requested closed session. Also, stated that the Maywood Library would be repainted and dedicated on September 11, 1993. A flier will be sent out regarding the carnival, dedication and the City's birthday.

City Clerk Report: Sent his prayers and best wishes for Councilmembers Hamilton and Santiago. Congratulated Councilmember Busciglio on her return from vacation and on Councilmember Ramirez daughter's safe return from Japan. Reported that Planning Commissioner Randall Lee has fallen very ill and has expressed his desire to resign. With his resignation, it will leave a vacancy on the Planning Commission, Traffic Committee and on the Design Review Board (which should be filled by a Planning Commissioner).

City Attorney Report: Stated that he will be requesting a closed session to discuss two pieces of pending litigation: Concha vs. Maywood and Contreras vs. Locher.

Staff: Mr. Ahrens stated publicity for the carnival is in the works at this time. Also clarified that the age old problem with the park facilities was space for outside groups to use the facilities. He congratulated the team for their accomplishments and accepted the trophy on behalf of the City. Reported on the team sports in the City of Maywood and City-sponsored traveling teams.

Mr. Ahrens also reported on the federally funded food program that is being conducted at Maywood City Park. The program is averaging about twenty kids a day.

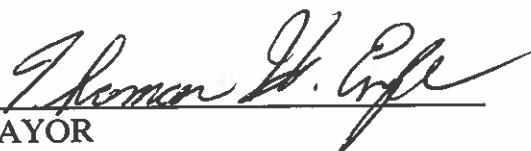
Mayor Engle adjourned the City Council to a closed session at 7:35 p.m.

Mayor Engle reopened the City Council meeting at 8:15 p.m.

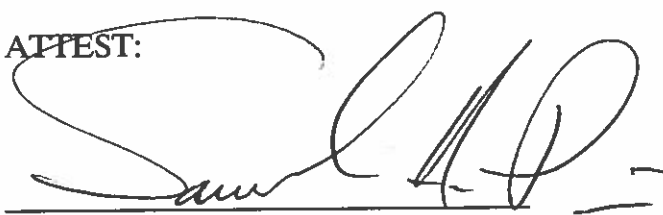
**CITY COUNCIL MINUTES
AUGUST 24, 1993
PAGE 7**

Mr. Cary Reisman reported on the closed session. He stated the City Council was advised on the status on the two pieces of pending litigation mentioned to the City Council in the City Attorney's Report. No votes were necessary or taken.

Hearing no further business, meeting was adjourned at 8:17 p.m., to Tuesday, August 24, 1993 at 7:00 p.m. The City Council was adjourned in the memory of Nedra Heidel, Manual Castro and Francis Krier.


MAYOR

ATTEST:


CITY CLERK

September 14, 1993

**MINUTES OF THE REGULAR MEETING OF THE MAYWOOD
CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 E. SLAUSON AVENUE ON THE ABOVE DATE**

Mayor Engle called the meeting to order at 7:02 p.m.

PRESENT: Councilmembers Rose Marie Busciglio, Henry Santiago, Jr., William Hamilton, Dorothy Ramirez, and Mayor Thomas H. Engle. Also present Chief Administrative Officer Ronald L. Lindsey; Assistant Chief Administrative Officer Edward W. Ahrens; City Attorney Cary Reisman; City Clerk Samuel A. Peña; City Treasurer Michael Williams; Chief of Police Theodore Heidke; City Engineer Matthew Binder; Assistant Director of Building and Planning Linda L. Dovalis; and Spanish Interpreter Myriam Vijil.

The Pledge of Allegiance was led by Mayor Engle.

The Invocation was given by Pastor Dale Hoffshneider.

APPROVAL OF MINUTES: - Regular meeting August 24, 1993

Moved by Councilmember Busciglio, seconded by Councilmember Ramirez

APPROVE MINUTES OF REGULAR MEETING AUGUST 24, 1993

Motion carried:	AYES:	Councilmembers Busciglio, Hamilton, Ramirez and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	None
	ABSTAIN:	Councilmember Santiago.

ADMINISTRATION OF OATH: All persons wishing to address the City Council and/or Redevelopment Agency on any Public Hearing matter, please rise at this time and be sworn by the City Clerk.

One person was sworn in by the City Clerk.

PROCLAMATION: -Constitutional Week Sept. 17-23, 1993

Mildred Reed accepted the proclamation and wished to post the proclamation at the Maywood Cesar Chavez Library.

PRESENTATION: -Certificate of Appreciation to Maywood City Park Coaches Sergio Martinez and Daniel Quintero

Mayor Engle presented Mr. Quintero and Mr. Martinez with the Certificates of Appreciation.

CITIZENS COMMUNICATIONS:

Oscar Guardo, 3614 E. 54th St., with the help of the Interpreter, came to complain about the bad administration at the Recreation Department. He accused José Gomez, Leader, and his assistant coach of physically hitting a player and making rude remarks, and he commented about an incident during a game. He continued to remark on the people he had spoken to during the last month: Pete Parra, George Martinez and Samuel Peña. He questioned the use of the field by outside organizations that contribute to the detriment of the baseball field. He questioned the policy of such uses.

Mayor Engle then directed Mr. Guardo's comments and some of his questions to Edward Ahrens, Assistant Chief Administrative Officer.

Mr. Ahrens commented that he never met the gentleman before, but has heard from his Staff that this particular coach has caused many problems. The field is prepared every day before a baseball game. The baseball season is about a week from ending. He was quite aware of the conversation Mr. Guardo had with Pete Parra, Assistant Community Services Director, and the concerns that were brought out in their conversation. Mr. Ahrens responded to the questions about the field conditions and the maintenance of the field.

Mayor Engle expressed his desire to set up a meeting between Mr. Ahrens and Mr. Guardo to discuss the incident.

Mr. Guardo commented on the condition of the Park and the field maintenance. He mentioned some of his comments weren't relayed to the proper people. He said that he understood the Mayor's reasons to doubt his story but he can present witnesses to collaborate his side.

Ronald L. Lindsey, Chief Administrative Officer, stated that Mr. Ahrens will investigate the situation and that it will be up to Mr. Ahrens to determine if any action is necessary. He also stated that if it needs to be taken to a higher level of administration, Mr. Ahrens will make that decision.

Angelica Leon, 6200 Santa Fe, Huntington Park, agreed with the facts Mr. Guardo pointed out. She commented on the fight that broke out during the game between the players and the coaches.

Guadalupe Lopez, 4535 E. 56th Street #A, is the mother of one of the boys that was involved in the incident. She also commented on the Recreation Leaders duties and administration of baseball activities.

Mayor Engle suggested that any parents who may wish to attend the meeting or be informed of the proceedings please leave their names with the City Clerk.

Councilmember Santiago congratulated the Maywood Park Flag Football team and their coach Sergio Martinez. Mr. Martinez played Varsity Football for Bell High School 1986 when the team went to the City Finals. Councilmember Santiago also pointed out that many Bell High School players started out playing flag football for the City of Maywood. He also pointed out that Mr. Quintero's kids play Varsity Baseball for Councilmember Santiago, and that he has only heard positive things about from Mr. Quintero program.

CONSENT ITEMS: (1-10) Roll call vote required. Information concerning the consent items has been posted with the City Clerk prior to the meeting for study. Unless a Councilmember or member of the audience has a question concerning a particular item and asks that it be withdrawn from the consent calendar, the items will be approved at one time by the Council.

1. General Correspondence - Information Only
Reports:
 - a. Building Report - August 1993
 - b. Code Enforcement Report - August 1993
 - c. Investment Report - August 1993
 - d. Street Department Report - August 1993

2. Personnel Changes:
 - a. Gregory Clark, Police Officer, has completed two years of satisfactory service and is entitled to a step increase, effective September 1, 1993.
 - b. Angel Torres, Reserve Police Officer, was appointed to a vacant position effective July 30, 1993.
 - c. Ricky Lopez, Police Officer, has been awarded the P.O.S.T. Intermediate certificate by the Calif. Dept. of Justice and is entitled to a educational incentive, effective August 1, 1993.
3. Resignation of Randall Lee, Planning Commissioner, Member of the Traffic Committee and Design Review Board Member.
4. Notice of Vacancy for Planning Commission.
5. Notice of Vacancy for Traffic Committee.
6. Notice of Vacancy for Design Review Board.
7. Staff recommends approval of Councilmembers and City Officials to attend League of California Cities Conference October 16-19.
8. Request from the "Brotherhood of the Señor de Los Milagros" to conduct a procession west on 60th Street starting at Atlantic Blvd. then north on Clarkson Avenue to Randolph on October 17th, 1993.
9. Request from Super Marketing, Inc. to conduct a program between September 15 through October 24, 1993.
10. Staff request authorization to solicit bids for new office furniture and work stations for the front office at City Hall.

Councilmember Hamilton asked to consider Item #3 separately.

Councilmember Busciglio asked who would be going to the League of California Cities Conference in October. Those attending would be: Councilmember Ramirez, Chief Administrative Officer, Assistant Chief Administrative Officer, City Attorney, City Clerk, and Assistant Director of Building and Planning.

Moved by Councilmember Santiago, seconded by Councilmember Ramirez

RECEIVE AND FILE ITEMS #1A-1D; RECEIVE AND FILE ITEMS #2A-2C; RECEIVE AND FILE ITEM #4 AND #5; APPROVE ITEM #7, #8 AND #9; APPROVE ITEM #10 AND SET BID OPENING FOR OCTOBER 6, 1993. SEPARATE ACTION ITEM #3 AND #6

Motion carried:	AYES:	Councilmembers Busciglio, Santiago, Hamilton, Ramirez and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	None
	ABSTAIN:	None

Item #3 Resignation of Randall Lee, Planning Commissioner, Member of the Traffic Committee and Design Review Board Member.

Councilmember Hamilton expressed his sorrow on the resignation of Randall Lee. Councilmember Hamilton had a chance to work with Mr. Lee on the Design Review Board, and he is saddened to hear of his deteriorating health.

Mayor Engle stated that there was a presentation at the home of Mr. Lee for his years of service and reported on his ill health.

Samuel A. Peña, City Clerk, also expressed his regret to see Mr. Lee resign. He stated when he was serving on the Planning Commission, there was no one that worked as hard as Mr. Lee. He was very grateful to have worked with the gentleman and wished him the best.

Moved by Councilmember Busciglio, seconded by Councilmember Ramirez

**ACCEPT THE RESIGNATION OF RANDALL LEE FROM THE
PLANNING COMMISSION, TRAFFIC COMMITTEE AND THE
DESIGN REVIEW BOARD WITH REGRET**

Motion carried:	AYES:	Councilmembers Busciglio, Santiago, Hamilton, Ramirez and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	None
	ABSTAIN:	None

Item #6 Notice of Vacancy for Design Review Board.

Councilmember Busciglio expressed the thought that since the City has a hard time filling the position of the Design Review Board we should abolish it. She pointed out that only one other city in the area has a Design Review Board.

Cary Reisman, City Attorney, stated that because the Board was established by the passage of the Maywood Zoning Ordinance it would have to be amended through the Public Hearing process, unlike the Traffic Committee which was approved through minute action.

Moved by Councilmember Santiago, seconded by Councilmember Hamilton

TO PROCEED WITH THE ABOLISHMENT OF THE DESIGN REVIEW BOARD

Motion carried:	AYES:	Councilmembers Busciglio, Santiago, Hamilton, Ramirez and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	None
	ABSTAIN:	None

TREASURER'S REPORT

11. Financial Report, August 1993.

Mayor Engle removed the item, and it will be considered the next regular meeting.

PUBLIC HEARINGS:

12. Public Hearing to consider an ordinance of the City Council of the City of Maywood regarding Floodplain Management.

Matthew Binder, City Engineer, stated that the federal government has a Flood Insurance Program. In order to qualify for that program there are requirements that have to met by all jurisdictions. The ordinance that is before the City Council will meet the requirements that the Federal Program sets. The premiums would be held to a minimum. This would help people obtain flood insurance and aid their loan processing needs. The flood insurance will still be voluntary on the part of the property owner.

Public Hearing was open at 7:52 p.m.

No one came spoke and Mayor Engle closed the Public Hearing at 7:52 p.m.

ORDINANCES - FIRST READING:

13. Ord. # 93-406, An ordinance of the City Council of the City of Maywood amending the Maywood Municipal Code regarding Floodplain Management.

Moved by Councilmember Busciglio, seconded by Councilmember Ramirez

TO WAIVE THE READING AND INTRODUCE ORDINANCE #93-406

Motion carried:	AYES:	Councilmembers Busciglio, Santiago, Hamilton, Ramirez and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	None
	ABSTAIN:	None

RESOLUTIONS:

14. Res. # 4328, Approving Demands & Payroll.

Moved by Councilmember Busciglio, and seconded by Councilmember Santiago

WAIVE THE READING AND ADOPT RESOLUTION #4328

Motion carried:	AYES:	Councilmembers Busciglio, Santiago, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	None
	ABSTAIN:	None

15. Res. # 4329, Approving Demands - Asset and Seizure Account

Moved by Councilmember Busciglio, and seconded by Councilmember Santiago

WAIVE THE READING AND ADOPT RESOLUTION #4329

Motion carried:	AYES:	Councilmembers Busciglio, Santiago, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	None
	ABSTAIN:	None

16. Res. # _____, A resolution of the City Council of the City of Maywood regarding energy conservation measures, amending Resolution #4316.

Moved by Councilmember Busciglio, and seconded by Councilmember Ramirez

WAIVE THE READING AND ADOPT RESOLUTION #4330

Motion carried:	AYES:	Councilmembers Busciglio, Santiago, Hamilton, Ramirez, and Mayor Engle.
	NAYES:	None
	ABSENT:	None
	EXCUSED:	None
	ABSTAIN:	None

At this time Mayor Engle adjourned to the Redevelopment Agency Agenda at 7:55 p.m. and reconvened to the regular meeting at 8:10 p.m.

ORAL REPORTS

Mayor's Report: None

Council Report: Councilmember Busciglio thanked Congresswoman Lucille Roybal-Allard, representatives from State Assembly Martha Escutia and Charles Calderon for attending the dedication of the Cesar Chavez Library. From there, the celebration continued at Maywood City Park. She also wished the best for Mildred and the Hamilton family.

Councilmember Ramirez thanked Mr. Ahrens for all the work he put in to the City festival and she thanked Tony Lopez for the music and entertainment. She also thanked Mr. Lindsey and Mr. Peña for their work in the Cesar Chavez Library dedication. On Sept. 24-26, she will represent the City at the Contract Cities Convention in San Diego.

Councilmember Hamilton thanked everyone for their prayers on behalf of his wife and his family. The hospital is planning to release her sometime in October. She is recovering well. She will have therapy, but she will recover just fine.

CITY COUNCIL MINUTES
SEPTEMBER 14, 1993
PAGE 7

CAO Report: Stated that he will not need the requested closed session. Wished the Hamiltons the best on the recovery. Also, thanked Mr. Lee for his service on the Planning Commission, and he hopes that he recovers well from his illness.

City Clerk Report: None.

City Attorney Report: Stated that he has requested a closed session to discuss pending litigation: Concha vs. Maywood.

Staff: Mr. Ahrens stated that the carnival had a much better turn out than in previous years. He would like to thank the Recreation and Police Departments for their long hours in making it a very successful event.

Ted Heidke, Police Chief, reported on the Mobile Command Unit and that some readjustments have to be made because of the build of some of our officers. Everything else is on schedule.

Mayor Engle adjourned the City Council to a closed session at 8:15 p.m.

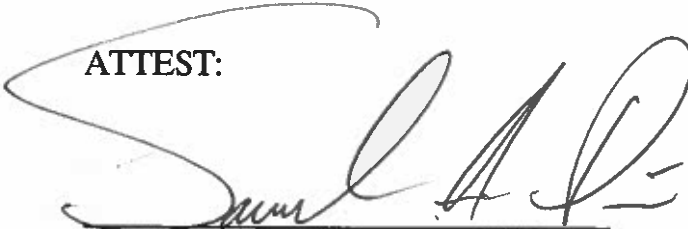
Mayor Engle reopened the City Council meeting at 8:37 p.m.

Mr. Cary Reisman reported on the closed session. He stated the City Council was advised on the status on the pending litigation mentioned to the City Council in the City Attorney's Report. The meeting was informational only. No votes were necessary or taken.

Hearing no further business, meeting was adjourned at 8:39 p.m., to Tuesday, August 24, 1993 at 7:00 p.m. The City Council adjourned in the memory of Nedra Heidel, Manual Castro and Francis Krier.


MAYOR

ATTEST:


CITY CLERK

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 15.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER
OKAN DEMIRCI, CITY ENGINEER

SUBJECT: CONSIDERATION OF APPROVING A FUNDING PARTNER ADDENDUM TO THE COMMUNITY PARTNER AGREEMENT WITH KABOOM! AND AUTHORIZATION OF THE RELEASE OF A NOTICE INVITING BIDS FOR SITE PREPARATION SERVICES FOR THE PIXLEY PARK PLAYSPACE PROJECT

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the Funding Partner Addendum to the existing Community Partner Agreement between the City of Maywood and KABOOM!, identifying The CarMax Foundation as the project funding partner, contingent upon final review and approval by the City Attorney.
2. Authorize the City Manager to execute the funding partner addendum with The CarMax Foundation and any related documents.
3. Authorize the release of a Notice Inviting Bids for site preparation services for the Pixley Park Playspace Project, with final scope and specifications to be developed by the City Engineer.

BACKGROUND:

On January 25, 2025, the City Council approved and authorized the execution of a Community Partner Agreement with KABOOM! for the development of a new playground at Pixley Park.

Pixley Park, located at 3626 East 56th Street, has an existing playground that is approximately 10 years old and due for replacement to better meet current safety, accessibility, and community needs.

The City of Maywood has been selected as a community partner by KABOOM!, a nonprofit organization focused on improving access to safe play spaces for children. KABOOM! has secured The CarMax Foundation as the project funding partner. As a result, a Funding Partner Addendum has been prepared to formally identify the funding partner.

The KABOOM! grant will fund playground equipment which will cover approximately 2,500 square feet of play area. The City will prepare and improve the surrounding area, including new surfacing and other site preparation work.

The project Build Week is scheduled for September 22–24, 2026.

DISCUSSION:

The project will include a community Design Day where residents will provide input on the playground amenities, followed by Build Week activities where we will encourage community participation.

Under the project agreement, the City is responsible for the following:

- Contribution of \$8,500 toward playground equipment
- Complete site preparation, including demolition, grading, permits, and inspections
- Coordinate soil testing and utility checks
- Support outreach and volunteer recruitment
- Maintain the playground after completion

KABOOM! will provide project support, equipment, and coordination during design and construction.

No changes are proposed to the original agreement terms as outlined above; the proposed addendum only identifies the funding partner. The project Build Week is scheduled for September 22–24, 2026, and requires site preparation to be completed in advance.

Site Preparation and Procurement

Site preparation will include removal of existing equipment, grading, utility coordination, soil testing, permitting, and installation of safety surfacing.

The playground equipment will be installed within an approximately 2,500 square foot footprint. The City will improve the surrounding area beyond that footprint. The City plans to install rubberized safety surfacing instead of wood chips to improve safety, accessibility, and long-term maintenance.

As part of the project plan, staff is requesting authorization to release a Notice Inviting Bids for site preparation services. This step will allow the City to move forward with procurement and ensure the site is prepared in advance of Build Week.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

A total of \$8,500 from the General Fund will be allocated to KABOOM! as the City's required contribution toward playground equipment as part of the partnership. No additional impact to the General Fund is anticipated beyond the contribution noted above.

Funding for site preparation and related improvements, including project management, permitting, engineering, and construction, will be supported by State Parks funds allocated for park improvements, with approximately \$200,000 currently available in the FY 2025-26 budget. These funds will be reallocated from the Baseball Field Improvement Project #6310 to the Pixley Park Playspace Project.

Final site preparation costs will be determined through competitive bidding process and will be presented to the City Council for approval prior to contract award.

F.Y. 25-26 Impact: \$8,500	Current F.Y. Budget: 2025-2026
Fund Impacted: 100	Budget adjustment requested: \$8,500
General Fund, Estimated Fund Bal at 4/1/2026: \$17,403,059	Updated General Fund, Estimated Fund Balance: \$17,394,559

ATTACHMENT(S)

1. 2025 KABOOM! Inc. - Community Partner Agreement
2. Pixley Park Playspace Site Map
3. KABOOM! Community Partner Agreement Cover Letter
4. City of Maywood Funding Partner Addendum
5. Exhibit Packet - Materials referenced in the KABOOM! Community Partner Playspace Agreement
6. Pixley Park Playground Site Preparation- NIB



COMMUNITY PARTNER AGREEMENT

January 14, 2025

KABOOM!, Inc. (referred to herein as KABOOM!) is pleased that City of Maywood (referred to herein as the Community Partner) has agreed to collaborate with KABOOM! and the Funding Partner in the construction of a new playspace at Pixley Park, 3626 E 56th St, Maywood, CA 90270 (the "Project"). This Community Partner Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project. The Community Partner acknowledges and agrees the primary source of funding for the Project is a contribution from the Funding Partner. In the event that such a contribution is not funded, then this agreement shall immediately terminate upon written notice thereof from KABOOM!.

1. **Obligations of the Community Partner.** The Community Partner shall work with KABOOM! and the Funding Partner as well as community residents to design, plan, and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KABOOM!:
 - (a) **Contribution.** In support of the Project, the Community Partner must contribute \$8,500 to KABOOM!, which will apply the funds directly to the purchase of the equipment. KABOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Week (as defined below).
 - (b) **Project Site.**
 - (i) **Ownership.** At the time of execution of this Agreement, the Community Partner shall provide KABOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playspace in its entirety, for the lifetime of the product, including the equipment and/or safety surfacing at the time purchased by KABOOM! with the financial resources provided by the Funding Partner.
 - (ii) **Permits.** Prior to Build Week, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession, and use of the playspace in compliance with applicable laws and regulations.
 - (iii) **Preparation.** The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) preparing the site for the installation of the Project at least two weeks before Build Week, which may include removing existing equipment, footers, and safety surfacing, grading the land, repairing existing surfacing and removing fencing (2) conducting up to two (2) utility checks as reasonably requested by KABOOM! with the appropriate utility companies, with the first test being completed before Design Day (as defined below) and with all utility check documentation provided upon completion to the KABOOM! Project Manager who shall supervise the planning and installation of the equipment (the "Project Manager"); and (3) conducting up to two (2) soil site tests as reasonably requested by KABOOM!, with the first test being completed before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible

for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.

- (iv) Safety and Security. The Community Partner shall ensure the security of equipment, tools, supplies, and well-being of the adults and children from the beginning of the preparation activities until the conclusion of Build Week, including any postponement. The Community Partner shall also ensure that all volunteers sign a waiver and designate a CPR certified staff member or volunteer to serve as the safety leader onsite for the Build Week.
- (v) Maintenance. Maintenance of the facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KABOOM! during the Project planning process to develop a maintenance program (a copy of which has been provided) for the play equipment and, with the support of the property owner (if owner is a separate party), shall maintain the equipment and the property before and after the Build Week to ensure a safe and attractive playspace. It is also the responsibility of the Community Partner to ensure that no one enters the playground within 72 hours of the completion of the final Build Day. Anyone accessing and/or touching the playground within 72 hours of its completion could prevent the concrete from curing properly or the surfacing (if rubber) from setting properly, leading to long-term damage that would be the responsibility of the Community Partner to repair. In furtherance of the foregoing, in the event any equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner promptly shall notify KABOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such equipment available to children in the same manner contemplated as of the Build Week and maintain (or permit the Community Partner to maintain) such play equipment in accordance with the maintenance program. In addition, if applicable, the Community Partner shall accept and maintain engineered wood fiber as play equipment safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playspace. Guidance and materials for the purpose of developing a maintenance plan for the playspace are available, upon request, from the play equipment and safety surfacing manufacturers.
- (c) Design Day. The Community Partner agrees to host a KABOOM! facilitated Design Day event with at least twenty (20) adult volunteers and twenty (20) youth. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- (d) Build Week. The Community Partner shall recruit up to 90 total community volunteers to participate in a 3-day volunteer installation event (to be comprised of 30 volunteers on Day 1, 10 volunteers on Day 2 and 50 volunteers on Day 3) scheduled to occur on a mutually agreed upon date which is referred to herein as the Build Week. The Community Partner shall ensure that all volunteers sign a waiver (a copy of which has been provided). During the Build Week, the Community Partner shall provide food, water, tools, dumpsters, music, hand washing and/or hand sanitizing facilities, and restroom facilities for all volunteers on each day.
- (e) Promotion; Intellectual Property. The Community Partner shall seek prior approval from KABOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of them, the "Marks") of KABOOM! and/or the Funding Partner, including press releases, fliers, and promotional materials. The Community Partner acknowledges and agrees that each of KABOOM! and the Funding Partner is the sole owner of all rights, title, and interest in and to its respective Marks. The parties acknowledge that KABOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KABOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would

harm the reputation of KABOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KABOOM! and the Funding Partner to secure media coverage for the Project.

- (f) Signage. The Community Partner shall allow the names and logos of KABOOM! and the Funding Partner to be displayed on permanent signage (a copy of which has been provided) and shall be no greater than 19 ½ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location. If applicable, the Community Partner shall allow individual instructional signs to accompany the equipment.
- (g) Costs. The Community Partner is solely responsible for and shall hold KABOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades, or improvements, or any equipment or materials purchased to supplement those secured by KABOOM!.
- (h) Warranty. The equipment and the safety surfacing related to the Project may be covered under warranty by the applicable manufacturers (a copy of which has been provided). The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KABOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty, or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.
- (i) Insurance. The Community Partner (or such other appropriate entity to which KABOOM! consents in writing) shall obtain and maintain from no less than seven (7) days prior to the Build Week and through the first anniversary of the Build Week, commercial general liability insurance (providing coverage against liability for bodily injury, death, and property damage that may arise out of or be based upon the use of the equipment) with a limit of not less than one million dollars (\$1,000,000) per occurrence. The Community Partner shall also obtain and maintain worker's compensation insurance policies with statutory limits for the state in which the work is performed for their volunteer employees. Within seven (7) days from execution of this Agreement, the Community Partner shall provide to KABOOM! a copy of a certificate from its insurer indicating the nature, scope, duration, and amount of insurance coverage, and naming KABOOM! and the Funding Partner as additional insureds under such policy, which insurance shall be primary over any other insurance covering KABOOM! and the Funding Partner and which policy shall provide that KABOOM! and the Funding Partner is given at least thirty (30) days prior written notice of any change or cancellation of coverage.
- (j) Indemnification. The Community Partner shall indemnify and hold harmless KABOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents, and representatives from any and all losses, liabilities, claims, actions, fees, and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending, or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, resulting from any actions taken by the Community Partner associated with this Project or resulting from the use of any play property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.
- (k) Data and Reporting. The Community Partner shall distribute and complete play-related surveys, provided by KABOOM!, to its stakeholders, including parents/caregivers, volunteers, and staff (i) promptly following the execution of this agreement (ii) 2 weeks following the completion of the Project (iii) 12 months after the completion of the Project. Additionally, the Community Partner shall use its reasonable efforts to provide KABOOM! with any other information related to the Project that KABOOM! may request.

- (l) Code of Conduct. The Community Partner agrees to comply with the build site rules (a copy of which has been provided). The Community Partner shall allow the build site rules to be displayed on site and communicate and enforce the build site rules for all participants in the Project's Design Day and Build Week events.

2. Obligations of KABOOM!.

- (a) Project. KABOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
 - (i) Coordinate Funding Partner participation, facilitate design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
 - (ii) On the behalf of and in collaboration with the Community Partner, KABOOM! shall manage construction logistics for the Project, coordinate site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary small hand tools and materials and other general supplies are available on the Build Week; Lead the Build Week activities, including the coordination of Build Week volunteers.
 - (iii) Make available certain educational and promotional materials related to the Project.
- (b) Inspection. KABOOM!, in collaboration with the Community Partner, will secure an Installation Supervisor to review the structure at the conclusion of the Build Week to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the installation is not completed during the Build Week due to failure of the Community Partner, in which case the Community Partner shall secure the Installation Supervisor.
- (c) Promotion. KABOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.
- (d) Website Listing. KABOOM! will place the playspace on its list of KABOOM! builds on the KABOOM! website, and KABOOM! will send information to the Community Partner on maintenance programming and enhancements.

3. Build Week Postponement.

- (a) Public Health Compliance. KABOOM! will adhere to public health and safety guidelines as required. If health conditions do not allow project completion within close to the originally scheduled date, project will be rescheduled on a mutually agreed upon date or converted to a professional installation with no volunteers participating in building the playspace.
- (b) Weather or other conditions unrelated to Public Health. Build Week shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playspace. The decision to postpone the Build Week will be made by majority agreement of the representatives of KABOOM!, the Community Partner, and the Funding Partner, except where such decision must be made by KABOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Week is postponed, KABOOM!, the Community Partner, and the Funding Partner shall develop a plan for rescheduling the Build Week at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Week, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; provided, however, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Week. Notwithstanding the foregoing, in the event that the date of the Build Week is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KABOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Week.

4. Funding Partner Relations. KABOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KABOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.
5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KABOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KABOOM! shall refund to the Community Partner any amounts paid to KABOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KABOOM! by the Community Partner exceeds the sum paid to KABOOM! hereunder, the Community Partner shall pay KABOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.
6. General Provisions. The Community Partner represents to KABOOM! that all information provided by it to KABOOM!, including in the application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified, or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i), and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Agreement where indicated below, each of KABOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

City of Maywood

By: Jennifer E. Vasquez
Date: 1/28/2025

Name: Jennifer E. Vasquez
Title: City Manager

Address:
4319 E. Slauson Avenue,
Maywood, CA 90270
T: (323) 562-5700
F: (323) 773-2806
e-mail: jennifer.vasquez@cityofmaywood.org

KABOOM!, Inc.

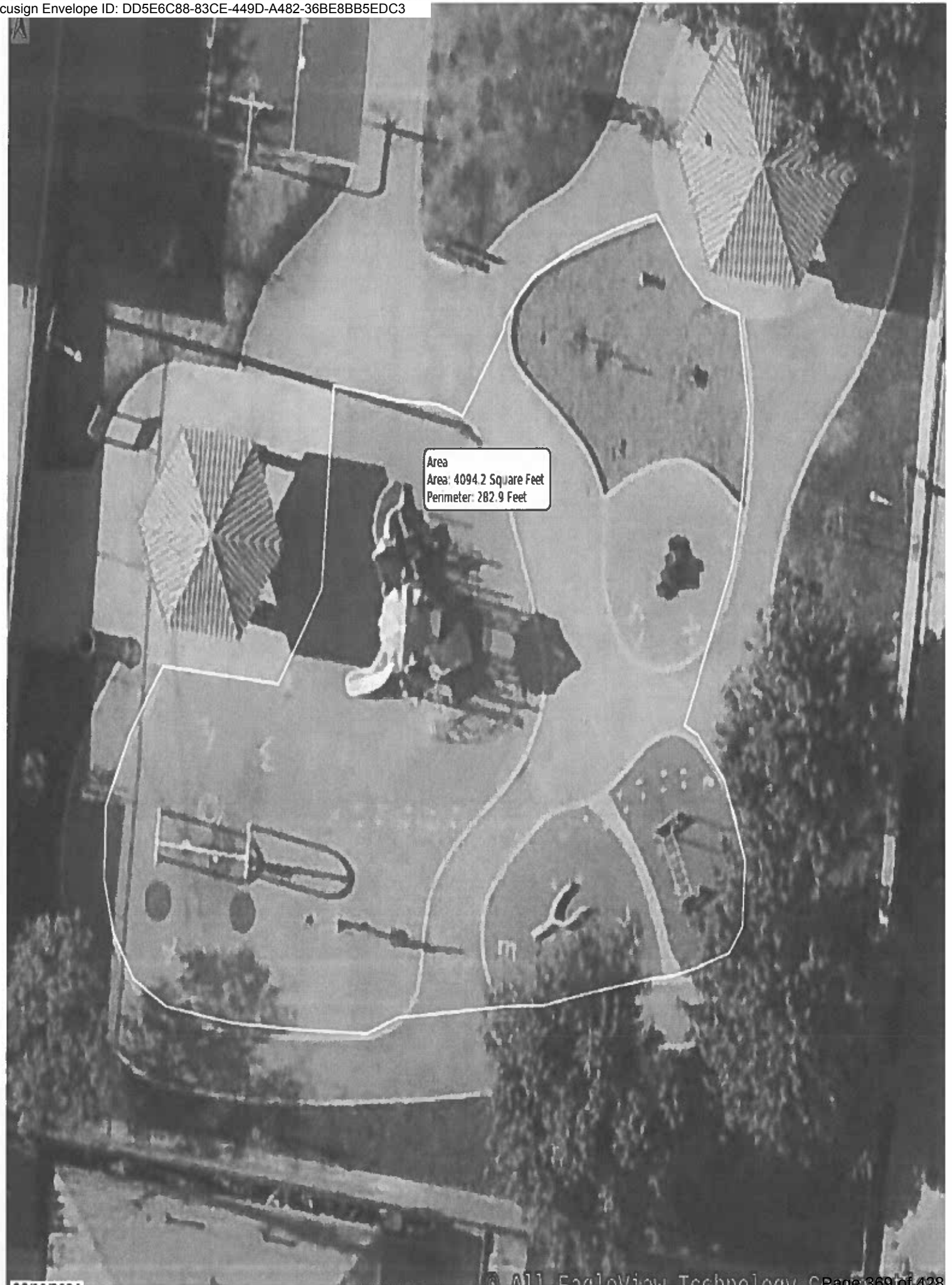
By: Gerry Megas
Date: 1/28/2025

Name: Gerry Megas
Title: Chief Financial Officer

Address:
7200 Wisconsin Avenue, Suite 400
Bethesda, MD 20814
T: (202) 464-6180
F: (202) 659-0210
e-mail: gmegas@kaboom.org

Contact information from the Community Partner who should receive KABOOM! invoices:

Name: Luz Maria
Title: Accounting Specialist
Mailing Address: 4319 E. Slauson Avenue,
Maywood, CA 90270
Email Address: luz.maria@cityofmaywood.org
Phone Number: (323) 562-5705





Area
Area: 2032.3 Square Feet
Perimeter: 192 Feet





Area
Area: 590.6 Square Feet
Perimeter: 96.4 Feet



Dear Potential Community Partner,

Thank you for applying for a KABOOM! Playground grant. We appreciate the time you have invested in this process and for prioritizing play for kids! The next step in the screening process is to fully review, sign, and return the agreement.

CONTEXT:

A playground grant is made possible by a large donation from a Funding Partner (FP). Our role at KABOOM! is to identify, screen, and recommend a viable Community Partner (CP) to the FP for confirmation of the grant. We can only recommend a CP once the standard agreement has been approved as we are representing to the FP that there are no barriers (legal or otherwise) to moving forward with a project. When the agreement is approved and signed by the CP, we will send a formal recommendation to the FP.

Signing the agreement does not guarantee that your organization has been approved for the grant. The playground grant is contingent upon FP funding and formal confirmation. If approved for a grant, KABOOM! will countersign the agreement and the agreement will be fully executed.

NEXT STEPS:

- ☐ Please review the attached Letter of Agreement.
- ☐ Route the agreement through your formal contracting review and approval process (attorney, board, risk, etc.).
- ☐ If there are questions or concerns, please address them at this point. (Note: KABOOM! uses an approved standard agreement with limited ability to edit. The assurances in this agreement, are based on specific assurances that KABOOM! has made to the FP as part of FP donation. These assurances include but are not limited to insurance and indemnification provisions.)
- ☐ Once the agreement has been fully vetted and approved, please have the legal signatory sign the agreement. The legal signatory represents and warrants that they are authorized to execute the agreement.
- ☐ KABOOM! will send a formal recommendation to the FP.
- ☐ If/When the FP confirms the project, KABOOM! will immediately countersign the agreement.
- ☐ Playground planning can begin!!

Please let me know if you have any questions. Our team is ready to jump in and support this approval process and would be happy to talk to anyone on your team to move this forward.



April 9, 2026

In the event of any inconsistencies in the terms, provisions and conditions of the Community Partner Agreement between the Community Partner and KABOOM! and this Addendum the terms, provisions and conditions of this Addendum shall govern.

Addendum to the Community Partner Agreement between City of Maywood and KABOOM! executed on 1/28/2025.

This addendum confirms the name of the Funding Partner. The Funding Partner is the CarMax Foundation

By signing this Agreement, both parties agree that each has read and understands this Addendum in its entirety.

Terms Agreed to by:

City of Maywood

By: _____
Name: Jennifer E. Vasquez
Title: City Manager

Address:
4319 E. Slauson Avenue,
Maywood, CA 90270
T: (323) 562-5700
F:(323) 773-2806
e-mail: jennifer.vasquez@cityofmaywood.org

KABOOM!, Inc.

By: _____
Name: Lysa Ratliff
Title: Chief Executive Officer

Address:
7200 Wisconsin Ave, Ste 400
Bethesda, MD 20814
T: (202) 464-6075
F: (202) 659-0210
e-mail: lratliff@kaboom.org



Exhibit Packet

Materials referenced in the KABOOM! Community Partner Playspace Agreement

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Playspace and Surrounding Project Maintenance Plan for:

It is very important for our children's safety that we make sure that the playspace is kept in a good and safe condition to decrease and/or eliminate injuries. This maintenance plan is to ensure that we keep the playspace in a good working condition so the children can have it to play on for years to come. The maintenance of the playspace system and surrounding projects installed at _____ will be comprised of daily, weekly, and annual inspections by the _____. The daily inspection is to be completed by all **house parents and staff** using the playspace. The focus of these daily inspections should include:

- Note and report splinters, loose fasteners, broken equipment and incidents of vandalism
- Check safety zones (slides) for any objects such as trash, bottles and anything that may be a hazard to the children
- Pick up litter
- Check surfacing (wood fiber) in high-use areas. Rake over any areas that may have become worn away by use
- Note excess water as in draining or on equipment other than rain or condensation

The weekly inspection will be performed by a _____. **Note:** The resident children can be utilized to assist with the weekly inspection. This inspection will encompass all of the items mentioned in the daily inspection as well as checking the following:

- Grounds upkeep
- Surfacing
- General hazards
- Equipment deterioration (chipped paint, rust)
- Security of bolts, nuts, and fasteners

An annual inspection will be performed by a _____ or a **certified playspace safety inspector**.

The inspection will include, but not be limited to the following:

- Inspection of key areas for signs of wear, tear and vandalism
- Check and tighten all bolts, nuts, and fasteners
- Lubricate any moving parts
- Measure, evaluate and make recommendations as to the condition and depth of the safety surface
- Complete a written maintenance report
- Meet with staff to discuss report and to answer any questions or to identify any areas to watch

If any safety problems are noted in these inspections, the problems will be corrected within _____ hours. If the safety problems cannot be corrected in a timely manner, the playspace will be temporarily closed until safety issues are corrected. Complete documentation of virtually everything related to the playspace, including original specifications, bid documents, purchase orders, warranties, and insurance certificates, as well as manufacturer recommendations, parts lists, scaled drawings, audit records, completed inspection checklists, repair schedules and work orders will be retained permanently. All Reports will be kept in _____ and will be available for review by KABOOM!

Maintenance Inspection

The following checklist will be used to determine the condition of our playspace. The person completing the inspection will sign off the checklist. The checklist will be kept on file at _____ and will be available for review by KABOOM!

Name of park or playspace: _____

Name of inspector: _____

Date of inspection: _____

Time of inspection: _____

Weather conditions at time of inspection: _____

Number of playspace users: _____

REPAIR PRIORITY:

- 1** – Imminent Hazard (Repair Immediately)
- 2** – Scheduled Maintenance (Repair Next Visit)
- 3** – Planning (To Administration for \$ _)
- 4** – No issues to date

Playspace Specifics	Repair Priority	Comments
<i>Playspace Upkeep</i>		
Check entire playspace area for miscellaneous debris or litter such as trip hazards, broken glass, poor drainage areas, and no obstruction of play.		
Check to make sure that trash receptacles are being emptied.		
Check for any damage to equipment or other playspace feature caused by the following: Vandalism, general wear, broken equipment, and missing equipment.		
Check the condition of the Sign. Is it present, visible, and in good shape?		
<i>Surfacing</i>		
What type of surfacing is used?		
What is the depth of current surfacing?		
Check for equipment that does not have adequate safety surfacing under and around it, and for surfacing materials that have deteriorated		
What areas need surfacing or raking?		
<i>General Hazards: Equipment General</i>		
Check all equipment and other playspace features for any hazards that may have emerged. It is important to check slides, climbing apparatus, and composite play structures for the following:		
no head entrapment or entanglement		

All hardware in good condition with no loose screws or bolts		
capped ends		
no sharp points, corners, edges, or loose welds		
no protrusions or projections		
no pinch, crush, or shearing points		
no tripping hazards		
no suspended hazards (cables, wires, ropes)		
no equipment > 7 ft. high		
no worn/frayed cables		
smooth surfaces		
no exposed footings		
no loose steps, handholds, or rails		
no loose step/ring/rung		
General Hazards: Equipment Specific		
SWINGS		
S-hooks closed		
good chains/seats/hangers		
Deterioration of Equipment		
Check all equipment and other playspace features for rust, rot, and cracks, with special attention to the possible corrosion where structures come in contact with the ground.		
Check for unstable anchoring or equipment.		
Security of Hardware		
Check for any loose or worn connecting, covering, or fastening hardware devices; for example, check the S - hooks at both ends of suspending elements of swings and all connection points on flexible climbers wear.		
Check all moving parts, such as swing bearing hangers for wear.		
Make sure all other moveable joints or connection pieces are properly covered and not entanglement or entrapment hazards.		
Equipment Use Zones		
Check for obstacles in equipment use zones (see CPSC guidelines for definition of use zones).		

Surrounding Area	Repair Priority	Comments
General Hazards: Material Specific		
Check all equipment and other playspace features for rust, rot, cracks, and splinters, with special attention to the possible corrosion where structures come in contact with the ground.		
Check for unstable anchoring or equipment.		
<i>Metal</i>		
No Rust or corrosion		
<i>Concrete</i>		
No cracked or broken pieces		
<i>Paint</i>		
Chipped paint		
<i>Wood</i>		
No wood rot		
No mold		
Check for any loose or worn connecting, protruding, covering, or fastening hardware		
Check for unstable		
No splinters		
General Hazards: Project Specific		
<i>Fencing/backstops</i>		
<i>Metal Fence</i>		
Check that all anchors are secure and that there are no breaks or fray in fencing structure		
<i>Wooden Fence</i>		
Check that all boards are secure. Replace any boards or posts that have rot.		
<i>Sandbox</i>		
Rake out and maintain clean sand		
<i>Garden</i>		
Watering (Daily)		
Weeding (Weekly)		
Deadheading (clip old flowers) (Seasonally)		
Mulching (Seasonally)		
** Vegetable Gardens will require more frequent attention depending on plants		

DATES REPAIRS COMPLETED : _____ (Note Items Repaired)

BY: _____

IF SKETCH IS NEEDED, DRAW ON REAR OF FORM.

Sports Court and Site Enhancement Project Maintenance Plan for:

It is very important for our children's safety that we make sure that the sports court is kept in a good and safe condition to decrease and/or eliminate injuries. This maintenance plan is to ensure that we keep the sports court in a good working condition so the children can have it to play on for years to come. The maintenance of the sports court and surrounding projects installed at will be comprised of daily, weekly, and annual inspections by the_____.

The daily inspection is to be completed by all **parents and staff** using the sports court and site enhancement projects. The focus of these daily inspections should include:

- Remove debris, including leaves, sticks, and trash, from the surfacing with a leaf blower
- Check and tighten nuts and bolts to ensure they are tight on the following equipment:
 - Basketball Hoops, Adjustable Net System, Rebounder System and Soccer Goals
- Note and report splinters, loose fasteners, broken equipment and incidents of vandalism
- Note excess water as in draining or on equipment other than rain or condensation

The weekly inspection will be performed by_____. **Note:** The resident children can be utilized to assist with the weekly inspection. This inspection will encompass all of the items mentioned in the daily inspection as well as checking the following:

- Grounds upkeep
- Surfacing
- General hazards
- Equipment deterioration (chipped paint, rust)
- Security of bolts, nuts, and fasteners

An annual inspection will be performed by a_____ or a **local Sport Court representative**. The inspection will include, but not be limited to the following:

- Inspection of key areas for signs of wear, tear and vandalism
- Check for damaged sports court tiles
- Check and tighten nuts and bolts to ensure they are tight on the following equipment:
 - Basketball Hoops, Adjustable Net System, Rebounder System and Soccer Goals
- Check and tighten all bolts, nuts, and fasteners on all wood projects
- Complete a written maintenance report
- Meet with staff to discuss report and to answer any questions or to identify any areas to watch

If any safety problems are noted in these inspections, the problems will be corrected within____hours. If the safety problems cannot be corrected in a timely manner, the sports court will be temporarily closed until safety issues are corrected.

Complete documentation of virtually everything related to the sports court, including original specifications, bid documents, purchase orders, warranties, and insurance certificates, as well as manufacturer recommendations, parts lists, scaled drawings, audit records, completed inspection checklists, repair schedules and work orders will be retained permanently.

All Reports will be kept in_____and will be available for review by KABOOM!

Printed & Signature _____

Date _____

2024 Playspace Volunteer Build Day Waiver

KABOOM! PLAYSPACE PROJECT – VOLUNTEER WAIVER AND RELEASE

This form must be signed by or on behalf of each volunteer who will participate in or otherwise be involved with the construction of the **FP, CP** and **KABOOM!** Playspace Build (the "Playspace Build" or the "Project"), or will be on the construction site of the Playspace Build, occurring **Build Month, Day, Year** in **City, State**. If you are unable to read this print, please speak with the person handling volunteer registration for assistance.

The **KABOOM!** project and activities will include the playspace construction, side projects and play enhancement projects on and in the periphery of the playspace construction site including, without limitation, building interiors at or near the site. The "playspace construction site" is the physical space where the playspace is being installed; the playspace construction projects are any activities directly related to the installation and placement of the playspace equipment, the mixing of concrete, and/or moving safety surfacing onto the playspace site. Volunteers under age 18 (or under 19 in AL and NE) may not work on the "playspace construction site", as defined above. Volunteers under 18 but who meet this state's minimum age for employment may work on the side projects, such as beautification and play enhancement projects, and other non-playspace construction site projects and may help with preparation for the build day only if they have received and delivered **KABOOM!** written approval from a parent or legal guardian for participation. Any children under state's minimum age for employment will not be supervised by **KABOOM!** in any way or be allowed to participate in playspace or non-playspace construction projects managed by **KABOOM!**; however **KABOOM!** will work with the community partner to procure supplies for use by these children and to help them plan projects that are occurring on a site that is distinctly separated from the playspace construction site. No children under this state's legal working age should be on the playspace construction site.

I understand that I will be spending the day(s) as a volunteer for the Project and will be participating at my own risk. I acknowledge that my participation is voluntary and does not constitute a condition or requirement of employment. I further acknowledge that the Project will occur at a construction site and that the construction site will be a potentially dangerous place. I attest that I am physically fit and prepared for this event and these activities.

I will not create an unsafe situation for other individuals or myself nor will I use any tool or engage in any task with which I am not completely comfortable. I will abide by all applicable federal, state and local laws, as well as the rules and directions of the sponsors and coordinators. If I see any situation that I feel is unsafe, I will immediately call it to the attention of **KABOOM!** or a safety coordinator. If I bring any children or young adults with me to participate in the Project, I will be solely responsible for providing for their safety and will keep them under close supervision at all times. **FOR EACH PARTICIPANT UNDER 18 (19 in AL and NE), THE PARENT OR GUARDIAN MUST FILL OUT A SEPARATE WAIVER.** I understand that a volunteer may be at the Project to provide medical treatment in the event of an injury, and if necessary to assist in arranging transportation to medical facilities, but acknowledge that neither **KABOOM!** nor any other of the Released Parties (as defined below) are in any way responsible for providing such medical volunteer or treatment.

On behalf of myself, as well as my heirs, executors, administrators and assigns, I hereby forever release, discharge, waive and agree to indemnify and hold harmless **KABOOM!, FP, CP, Landscape Structures Inc. and/or Connor Sport Court International**, and any additional sponsors of the Project, along with their respective officers, directors, agents, employees, contractors, successors and assigns, and any volunteers to whom I give my consent to provide medical treatment to me or to any children or young adults under my supervision ("Released Parties"), from and against any and all claims, demands, actions, causes of action, obligations,

liabilities, suits, losses, damages, costs, expenses, and fees, including, without limitation, court costs and attorneys' fees, of any and every nature of character, including, without limitation, for death, personal injury and/or loss of property, whether anticipated or unanticipated, directly or indirectly, whether caused, in whole or in part, by the sole or concurrent negligence or wrongdoings, strict liability or fault of the Released Parties or otherwise, arising out of or connected in any way with my participation in the Project or any side projects in connection with the Project.

I acknowledge that I have read the foregoing paragraph and know and understand the full contents and effects of it. **IF BUILD IS IN CALIFORNIA ADD:** I understand the full nature, extent, and import of Section 1542 of the California Civil Code and of the entire release stated in the foregoing paragraph. Accordingly, I waive and relinquish, any and all rights or benefits that I may have under the provisions of Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." I hereby grant **KABOOM!, FP and CP** full and complete permission to use my name and likeness, including any photographs, videography and interview footage and quotations from me obtained in connection with the Project (whether or not at the Project Build or otherwise) in legitimate promotions of the Project and to further the mission and vision of **KABOOM!** in any and all media now known or hereinafter developed without restriction or compensation.

I understand that I have given up substantial rights by signing this Waiver and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and I **INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE** of all liability of Released Parties to the greatest extent allowed by law.

Adult Volunteer (Age 18+)	Volunteer Under Age 18 (Or under 19 in AL and NE)
I am here to volunteer from: ☐ CP (I am a: ☐ staff member / ☐ non-staff member) ☐ Local Community ☐ FP	Please fill out a SEPARATE waiver for your child—use this section ONLY
Signature of Participant _____ Date _____	Signature of Parent or Legal Guardian of Participant _____
Printed Name of Participant _____	Printed Name of Parent or Legal Guardian _____
Address _____	Do you affirm that your child or dependent meets this state's minimum age requirements for employment? ☐ Yes, my child may volunteer ☐ No, my child cannot volunteer
City _____ State _____ Zip _____	Printed Name of Child Participant _____ Date _____
Email Address _____	
☐ I would not like to receive information about KABOOM! in the future. ☐ I would not like to receive information about CP in the future.	

Playground Sign

2-5 playground

Back Side



FRONT SIDE



Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury or death from falls. Drawstrings have entangled on slides and other playground equipment causing strangulation, REMOVE helmets, drawstrings, scarves, and other accessories around the neck prior to playing on the playground.

Surfacing and play surfaces may become HOT and cause burns. Check for hot surfaces prior to playing on the playground. Wet surfaces may be slippery. Use with caution to avoid falls.

Sign dimensions: 19.5"W x 27.725"H

Playground Sign

5-12 playground

Back Side

FRONT SIDE

Kids Rule!

Have Fun!
Play Safely!
Watch Out for
Each Other!
Laugh a Lot!

This playspace was designed for children **5 to 12 years of age** with adult supervision recommended.

Visit kaboom.org to help build inspiring playspaces that spark unlimited opportunities for every kid, everywhere.

⚠ WARNING

Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury or death from falls. Drawstrings have entangled on slides and other playground equipment causing strangulation. REMOVE helmets, drawstrings, scarves, and other accessories around the neck prior to playing on the playground. Surfacing and play surfaces may become HOT and cause burns. Check for hot surfaces prior to playing on the playground. Wet surfaces may be slippery. Use with caution to avoid falls.

Welcome to Your Playspace!

FUNDING PARTNER LOGO

COMM.
PARTNER
LOGO



This kid-inspired playspace was made possible through the funding and volunteer power of <<Funding Partner>>, <<Community Partner>>, KABOOM! and this community.

Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury or death from falls. Drawstrings have entangled on slides and other playground equipment causing strangulation, REMOVE helmets, drawstrings, scarves, and other accessories around the neck prior to playing on the playground.

Surfacing and play surfaces may become HOT and cause burns. Check for hot surfaces prior to playing on the playground. Wet surfaces may be slippery. Use with caution to avoid falls.

Sign dimensions: 19.5"W x 27.725"H

Adventure Course Sign

13+

Back Side



Adventure Course

Challenge yourself!

This Adventure Course tests your agility, balance, upper and lower body and grip strength.

Master each obstacle, compete with peers and reach your personal best.

This Adventure Course was designed for **13+ years of age**.

To use properly, see instructions posted near each obstacle.

Visit kaboom.org to help build inspiring playspaces that spark unlimited opportunities for every kid, everywhere.

FRONT SIDE



Welcome to your Adventure Course

FUNDING PARTNER LOGO

COMM.
PARTNER
LOGO



This Adventure Course was made possible through the funding and volunteer power of <<Funding Partner>>, <<Community Partner>>, KABOOM! and this community.

Sign dimensions: 19.5"W x 27.725"H



Play Equipment Warranty

You have our word.

Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/ or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/ natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

3-Year Limited Warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers,

all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/ or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/ or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

 President

Signed:

Date: 01/01/20





Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. **NOTE:** All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (*inside the U.S.A.*)
763.972.5200 (*outside the U.S.A.*)
playlsi.com



601 7th Street South • Delano, MN 55328-8605 • 888.438.6574 • 763.972.5200 • Fax 763.972.3185 • playlsi.com

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Connor Sport Court Intl., Inc.

Game Court Components and Accessories Warranty

(Valid Upon Registration)

10-Year Limited Warranty

For a period of ten (10) years from the date of the installation, Connor Sport Court International, Inc. (herein Sport Court®) and its authorized Representative (herein Distributor/Dealer/Sales Agent) warrants to the Original Purchaser that Sport Court®'s Components and Accessories (herein Components and Accessories) are free from any defect(s) in workmanship or material. This Limited Warranty is subject to the Components and Accessories Warranty, Additional Provisions, Limitations/Exclusions and Registration of Warranty provisions set forth below.

COMPONENTS AND ACCESSORIES WARRANTY

During the 10-year period covered under this Components and Accessories Warranty, Sport Court® will replace/repair any defective Component(s) or Accessory(ies) under the following schedule:

- Basketball Systems, including height adjustment mechanism, arms and actuators; basketball poles, backboards, winches, basketball rims, and anchors; and other steel components including light and net poles, light bars, rebounder frames, poles and sleeves;
 - 0 _ 3 Years, no charge to Original Purchaser.
 - 4 _ 7 Years, 50% of List Price (as defined below) to Original Purchaser.
 - 8 _ 10 Years, 70% of List Price (as defined below) to Original Purchaser.
- Light bulbs and lenses, court nets, ball containment netting, game equipment (excluding balls), backboard and pole pads only as follows:
 - 0 _ 1 Year, no charge to Original Purchaser.

This Components and Accessories Warranty is subject to the Additional Provisions, Limitations/Exclusions and Registration of Warranty Provisions set forth below and specifically excludes any aesthetic oxidation/rust of/to any Components incident to or arising from the installment/use of any Components in an outdoor setting.

ADDITIONAL PROVISIONS

At its option, Sport Court® may replace/repair any defective aspect of the Components or the Accessories covered by any of the foregoing Warranties, according to the schedules set forth herein. For purposes of the foregoing Warranties, List Price shall mean the prevailing retail price as of the date any Component(s)/Accessory(ies) that may be replaced. Original Purchaser's refusal, or failure, to pay his/her portion of any replacement costs due under the foregoing Warranties renders the foregoing Warranties void and unenforceable and relieves Sport Court® and Distributor/Dealer/Sales Agent of any further obligation(s) under any of the foregoing Warranties.

LIMITATIONS/EXCLUSIONS

Sport Court®'s Warranties herein are void and unenforceable as to the Original Purchaser if:



Connor Sport Court Intl., Inc.

Game Court Components and Accessories Warranty

(Valid Upon Registration)

SPORT COURT

- Original Purchaser fails to maintain the Component(s) or Accessory(ies) in accordance with Sport Court®'s approved maintenance procedures; or
- The Component(s) or Accessory(ies) have been misused, used in other than approved applications, or damaged by accident, unreasonable use, abuse, neglect, act(s) of God, or any other cause not directly due to any defect(s) in material(s) or workmanship of the Component(s) or Accessory(ies); or
- The Component(s) or Accessory(ies) have been exposed to any use(s)/load(s) in excess of Sport Court®'s specifications that have been provided to Original Purchaser by Distributor/Dealer/Sales Agent at the time of installation. If the Original Purchaser cannot locate the specification sheet, Sport Court® will provide the same upon request, or Original Purchaser may visit Sport Court®'s website at www.sportcourt.com to obtain a copy of the same.
- Original Purchaser does not utilize Distributor/Dealer/Sales Agent to install the Component(s) or Accessory(ies) and the alleged defect(s) in workmanship or material result from or is/are incident to, in whole or in part, the installation of any Component(s) or Accessory(ies).

Sport Court® is not a joint venturer with, or partner, affiliate, agent or representative of, any Distributor/Dealer/Sales Agent or any others, and only authorized officers of Sport Court® have the authority to bind or obligate Sport Court® in connection with the foregoing Warranties or in any other manner whatsoever. Except as provided herein, Sport Court® does not warrant or guarantee installation. Any alteration or amendment of the foregoing Warranties without the prior written consent of Sport Court® shall invalidate the foregoing Warranties in their entirety.

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BEYOND THOSE WARRANTIES SET FORTH HEREIN. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY(IES) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO ANY COMPONENT(S) OR ACCESSORY(IES) ARE EXCLUDED. NEITHER SPORT COURT® NOR THE DISTRIBUTOR/DEALER/SALES AGENT SHALL BE LIABLE OR RESPONSIBLE TO THE ORIGINAL PURCHASER FOR ANY LOST PROFITS/WAGES, INCONVENIENCE, COMMERCIAL LOSS, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED OR SUSTAINED BY THE ORIGINAL PURCHASER. SPORT COURT®,S MAXIMUM RESPONSIBILITY TO THE ORIGINAL PURCHASER UNDER THE FOREGOING WARRANTIES IS/ARE LIMITED TO THE TOTAL PRICE PAID BY THE ORIGINAL PURCHASER TO SPORT COURT® FOR THE COMPONENT(S)/ACCESSORY(IES). THE FOREGOING DAMAGE LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE ORIGINAL PURCHASER ASSERTS ANY CLAIM(S) FOR BREACH OF WARRANTY/CONTRACT, STRICT LIABILITY OR TORTIOUS MISCONDUCT AND REGARDLESS OF WHETHER SPORT COURT® HAS BEEN ADVISED OF ANY POTENTIAL FOR DAMAGE(S) TO THE ORIGINAL PURCHASER PRIOR TO ACCRUAL OF ANY CLAIM(S) BY, TO, OR FOR THE BENEFIT OF THE ORIGINAL PURCHASER.

THE FOREGOING WARRANTIES MAY NOT BE ASSIGNED OR TRANSFERRED BY THE ORIGINAL PURCHASER. SPORT COURT® S AND DISTRIBUTOR S/SALES AGENT S OBLIGATIONS UNDER THE FOREGOING WARRANTIES ARE EXTINGUISHED UPON THE ORIGINAL PURCHASER,S SALE, ASSIGNMENT, TRANSFER OR RELOCATION OF THE COMPONENT(S)/ACCESSORY(IES) FROM THE SITE THE COMPONENT(S)/ACCESSORY(IES) WAS/WERE ORIGINALLY INSTALLED BY DISTRIBUTOR/DEALER/SALES AGENT. IF THE ORIGINAL PURCHASER SELLS, ASSIGNS



Connor Sport Court Intl., Inc.

Game Court Components and Accessories Warranty

(Valid Upon Registration)

**S P O R T
C O U R T**

OR TRANSFERS THE COMPONENT(S)/ACCESSORY(IES) AS A FIXTURE TO THE REAL PROPERTY UPON WHICH THE COMPONENT(S)/ACCESSORY(IES) WAS/WERE ORIGINALLY INSTALLED, SPORT COURT® AND DISTRIBUTOR/DEALER/SALES AGENT SHALL HAVE NO FURTHER OBLIGATIONS UNDER THE FOREGOING WARRANTIES TO ANY PURCHASER, ASSIGNEE OR TRANSFEREE OF THE ORIGINAL PURCHASER. THE FOREGOING WARRANTIES SHALL BE GOVERNED AND INTERPRETED UNDER THE INTERNAL LAWS OF THE STATE OF UTAH WITHOUT REFERENCE TO ANY CHOICE OF LAW PROVISION(S) OF ANY OTHER STATE OR JURISDICTION.

REGISTRATION OF WARRANTY

Registration of this warranty may be accomplished by:

The authorized Sport Court® Distributor/Dealer/Sales Agent will submit Original Purchaser's name and information to the Warranty Registration Database at the Sport Court® corporate office.

If the authorized Sport Court® Distributor/Dealer/Sales Agent fails to correctly register the Customer's warranty, then Sport Court®'s obligations under this Warranty shall become effective on the date of Distributor's/Dealer's/Sales Agent's installation of the Component(s) or Accessory(ies). If the Component(s) or Accessory(ies) is/are not installed by any Distributor/Dealer/Sales Agent of Sport Court, then this Warranty shall become effective upon Original Purchaser's full payment for the Component(s) or Accessory(ies).



**S P O R T
C O U R T**

Outdoor Surface Warranty

15-Year Limited Warranty

For a period of fifteen (15) years from the date of installation, Sport Court® warrants to the Original Purchaser (herein Purchaser) that Sport Court's Outdoor Surface tiles (herein Tiles) are free from any defect in workmanship or material. This 15-Year Limited Warranty is subject to the Outdoor Surface Tiles Warranty, Replacement or Repair of Product, Limitations and Exclusions, and Warranty Registration and Claim Procedure provisions set forth below.

Outdoor Surface Tiles Warranty

During the fifteen (15) year period covered under this Outdoor Surface Tiles Warranty, Sport Court through its authorized Distributors, Dealer or Sales Agent (herein Agent) will replace or repair any defective tiles under the following schedule:

0 to 5 Years - No charge to Purchaser.

6 to 7 Years - 60% of List Price (as defined below) charge to Purchaser.

8 to 15 Years - 75% of List Price (as defined below) charge to Purchaser.

Replacement or Repair of Product

At its option, Sport Court may replace or repair any defective Tiles or Surface component covered by this Warranty according to the schedule herein. List Price shall mean the prevailing retail price as of the date on which any warranty claim is filed with Sport Court. Purchaser's refusal or failure to pay their portion of any replacement costs due under this Warranty renders the Warranty void and unenforceable and relieves Sport Court and its authorized Agent of any further obligation under this Warranty.

Limitations and Exclusions

Sport Court warranties are void and unenforceable if:

- a) Purchaser fails to maintain the Tiles in accordance with the Sport Court approved maintenance procedures; or
- b) The Tiles have been misused, used in other than approved applications or damaged by accident, unreasonable use, abuse, neglect, acts of God, or any other cause not directly due to any defect in materials or workmanship of the Tiles; or
- c) The Tiles have been exposed to any uses or loads in excess of the Sport Court specifications provided to Purchaser by Agent at the time of installation. If the Purchaser cannot locate the specification sheet, Sport Court will provide the same upon request, or Purchaser may visit Sport Court's website at www.sportcourt.com to obtain a copy of the same.

Sport Court is not a joint venture with, or partner, affiliate, or representative of, any Agent, or any others, and only authorized officers of Sport Court have the authority to bind or obligate Sport Court in connection with this Warranty or in any other manner whatsoever. Except as provided herein, Sport Court does not warrant installation.

Any alteration or amendment of this Warranty without the prior written consent of Sport Court shall invalidate this Warranty in its entirety.

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BEYOND THE WARRANTIES SET FORTH HEREIN. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO ANY FLOORING IS EXCLUDED. NEITHER SPORT COURT NOR THE AGENT SHALL BE LIABLE OR RESPONSIBLE TO THE PURCHASER FOR ANY LOST PROFITS OR WAGES, INCONVENIENCE, COMMERCIAL LOSS, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES SUFFERED OR SUSTAINED BY THE PURCHASER.

THE MAXIMUM RESPONSIBILITY OF SPORT COURT TO THE PURCHASER UNDER THIS WARRANTY IS LIMITED TO THE TOTAL PRICE PAID BY THE PURCHASER TO SPORT COURT OR ITS AGENT FOR THE FLOORING. THE FOREGOING DAMAGE LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE PURCHASER ASSERTS ANY CLAIM FOR BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY OR TORTIOUS MISCONDUCT, AND REGARDLESS OF WHETHER SPORT COURT HAS BEEN ADVISED OF ANY POTENTIAL FOR DAMAGES TO THE PURCHASER PRIOR TO ACCRUAL OF ANY CLAIM BY, TO, OR FOR THE BENEFIT OF THE PURCHASER.

THE FOREGOING WARRANTY MAY NOT BE ASSIGNED OR TRANSFERRED BY THE PURCHASER. THE OBLIGATIONS OF SPORT COURT AND ITS AUTHORIZED AGENT UNDER THIS WARRANTY ARE EXTINGUISHED UPON THE PURCHASER'S SALE, ASSIGNMENT, TRANSFER, OR RELOCATION OF THE FLOORING FROM THE SITE WHERE THE FLOORING WAS ORIGINALLY INSTALLED BY AGENT. IF THE PURCHASER SELLS, ASSIGNS, OR TRANSFERS THE FLOORING AS A FIXTURE TO THE REAL PROPERTY UPON WHICH THE FLOORING WAS ORIGINALLY INSTALLED, SPORT COURT AND ITS AUTHORIZED AGENT SHALL HAVE NO FURTHER OBLIGATION UNDER THIS WARRANTY TO THE PURCHASER, OR ANY ASSIGNEE, OR TRANSFEREE OF THE PURCHASER.

THE FOREGOING WARRANTY SHALL BE GOVERNED AND INTERPRETED UNDER THE INTERNAL LAWS OF THE STATE OF UTAH WITHOUT REFERENCE TO ANY CHOICE OF LAW OR PROVISION OF ANY OTHER STATE OR JURISDICTION.

Warranty Registration and Claim Procedure

The Agent will register this Warranty. If the authorized Agent fails to register the warranty, then the obligation of Sport Court under this Warranty shall become effective on the date of installation.

Should you have a problem with any Sport Court product, please contact your Sport Court Agent. To file a claim under this Warranty, Sport Court or its authorized Agent may request photos and tile samples.

Build Site Expectations and Code of Conduct

KABOOM! believes a playspace Build site should be a safe, inclusive environment with a welcoming atmosphere for each participant. Across the site, from balloons and playful banners to managing tool safety, participants at a KABOOM! Build site should feel comfortable, respected and able to participate in a meaningful way. All participants (including employees, vendors, visitors and volunteers) shall comply with the following practices and code of conduct:

- **No smoking, alcohol or drugs**
 - KABOOM! sites are non-smoking, tobacco-free areas (this includes chewing tobacco and electronic cigarettes). Participants wishing to take a break to use tobacco products must leave the Build site area and are expected to comply with applicable laws and regulations further prohibiting the use of tobacco products in or around the property (example: smoke-free school zone).
 - The use of alcoholic beverages or drugs is prohibited anywhere in or around the Build site.
- **Family-friendly language**
 - All Build Days should feel like a celebration that is inclusive and respectful to all participants. KABOOM! will work with the Community Partner to incorporate upbeat music into the day. The music must be family-friendly, with no expletives, nor any lyrics or content that may be demeaning to any race, religion, gender identity, age, ethnicity, sexual orientation, disability or other characteristic.
 - Participants must not use profane or obscene language on a KABOOM! Build sites.
 - Language or innuendos that degrade or demean a person of any race, religion, gender identity, age, ethnicity, sexual orientation, disability or other characteristic are prohibited on a KABOOM! Build site.
- **Safety**
 - A KABOOM! Build is an active construction site. There are many deep holes and other moving parts on a KABOOM! site. Volunteers are reminded to be careful and mindful of safety for everyone throughout the day.
 - There will be no power tools operated on Build Day, with the exception of corded or cordless drills. Anyone operating a drill should wear safety goggles.
 - Gloves, dust masks, ear plugs and other safety supplies are available for participants' use.
 - While KABOOM! Builds happen rain or shine, a clearly outlined evacuation plan will be in place prior to Build Day in the event of lightning or extremely inclement weather.
 - Youth may participate in the youth activities area or other projects designated by the KABOOM! staff outside of the playground footprint, but not in the playground footprint.
- **Open Carry**
 - KABOOM! is committed to providing a safe and inviting atmosphere for all of our volunteers and staff. We request that participants do not bring firearms onto our playgrounds even in states where 'open carry' is permitted.

Any participant observing a violation of this code of conduct, should promptly advise a KABOOM! staff member on site. The staff member will advise the Community Partner so that it may address the situation with the individual(s) involved. All KABOOM! staff members on site shall endeavor to promote a safe, welcoming, inclusive and fun environments for all participants.

Corporate Sponsorship Policy

The purpose of the Corporate Sponsorship Policy is to ensure that there is appropriate recognition of the Community Partner and Funding Partner for the playspace project and the new playspace.

The Community Partner must agree to and ensure the following:

- Volunteers recruited from companies, foundations, or local businesses must be limited to groups of 10 or less. Local nonprofit organizations and service groups may send up to 25 volunteers.
- Volunteers cannot wear hats, shirts, buttons, etc. identifying them as part of another group or organization. This restriction will be enforced on site.
- No branded clothing or signage from groups other than the Community and Funding Partner may be worn or displayed during Build Week
- Only the Funding Partner, Community Partner, and KABOOM! may have permanent signage or individual recognition on the project site. Other contributors to the project may be recognized on a banner or permanent signage installed after Build Week with the following exceptions:
 - If a restaurant donates food or provides it at a discount, they may have signage in the meal area and include menus or cards on the serving table(s).
 - If a company completes site preparation or provides it at a discount, they may have signage in the playground area acknowledging their donation.
- Community Partners cannot solicit support from direct competitors of the Funding Partner, or any company or organization that sells or promotes alcohol, tobacco, or weapons/firearms.
- Speakers during the Build Day ceremonies will be limited to representatives from the Community Partner, Funding Partner and KABOOM!. Any additions must be made with mutual agreement by the project partners.

**NOTICE INVITING BIDS
FOR
PIXLEY PARK PLAYGROUND SITE PREPARATION
PROJECT NO 6314**

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 **Thursday May 7th, 2026**. 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/meet/21700175995754?p=v15W7C9ELzD6r96QYF>

Or call in (audio only): (747) 208-5425 Phone ID: 966358538# Meeting ID: 217 001 759 957 54 Passcode: **tn6Tx92b**

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 the demolition and haul away of existing play equipment (including concrete footings), demolition and haul away of existing PIP rubber surfacing, furnish and install new PIP rubber surface 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 **30** working days of the issuance of the Notice to Proceed.

ESTIMATED COST OF WORK. Estimated cost is \$**120,000**.

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 General Engineering 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.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 16.

DATE: April 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY DIRECTOR OF BUILDING AND PLANNING
JOHN THORNTON, COMMUNITY SERVICES SUPERVISOR

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 6458 APPROVING A BUDGET APPROPRIATION FOR THE OPEN STREETS EVENT SCHEDULED FOR JUNE 20, 2026 IN THE AMOUNT OF \$58,550

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6458, approving a budget appropriation in the amount of \$58,550 to fund the City of Maywood's share of costs associated with the June 20, 2026, Open Streets Event, and authorize the City Manager, or designee, to execute purchase orders, vendor agreements, and related documents necessary to facilitate event implementation and reimbursement processing.

BACKGROUND:

The City of Maywood, in partnership with the City of Bell, has been awarded grant funding through the Los Angeles County Metropolitan Transportation Authority (Metro) Open Streets Grant Program to support implementation of a regional Open Streets event scheduled for June 20, 2026.

The total Metro grant award for the event is \$126,669, of which the City of Maywood is anticipated to receive approximately \$35,000 toward eligible event-related expenses.

The event will temporarily close a designated segment of Atlantic Avenue to vehicular traffic and activate the corridor for pedestrians, bicyclists, runners, and families through recreational programming, community booths, live entertainment, food vendors, and wellness activities. The event is anticipated to serve as the City's first large-scale Open Streets/5K-style community activation event, promoting healthy lifestyles, economic activity, and community engagement.

Because the Metro grant is administered on a reimbursement basis, the City must incur eligible expenditures in advance and submit reimbursement requests following event completion. Due to Metro's reimbursement processing timeline, reimbursement is not anticipated until the subsequent fiscal year.

DISCUSSION:

Staff has been coordinating with the City of Bell, Metro representatives, consultants, and event partners regarding route planning, event logistics, programming, public safety coordination, and operational needs.

Based on current cost estimates, the City of Maywood's projected share of event expenses totals \$58,550.

Approval of the proposed budget appropriation will allow the City to timely:

- Procure event vendors and consultants;
- Secure traffic control and public safety support services;
- Purchase and rent event equipment and operational materials;
- Conduct marketing and outreach efforts; and
- Finalize all logistical planning in advance of the scheduled June 20, 2026, event.

Approximately \$35,000 of eligible expenditures are anticipated to be reimbursed to the City through the Metro Open Streets Grant Program following completion of the event and reimbursement processing.

The Open Streets event is anticipated to provide substantial community benefits, including:

- Encouraging active transportation and healthy lifestyles;
- Activating and showcasing one of the City's major commercial corridors;
- Increasing foot traffic and visibility for local businesses;
- Promoting regional collaboration with neighboring agencies and partners;
- Creating a family-friendly community gathering opportunity; and
- Establishing a foundation for future wellness, recreation, and economic activation events.

As the City's first event of this nature and scale, staff views this as a strategic pilot initiative that may inform future programming and community activation efforts.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Approval of the proposed resolution will authorize a \$58,550 appropriation from the General Fund to cover upfront expenditures associated with the June 20, 2026, Open Streets Event.

Of the \$58,550 appropriated amount, approximately \$35,000 is expected to be reimbursed through the Metro Open Streets Grant Program in the subsequent fiscal year (FY26-27) following completion of the event and submission of reimbursement documentation. Accordingly, the City's net local cost is estimated at \$23,550, subject to final reimbursement eligibility and grant reconciliation.

FY25-26 Impact:\$58,550 (Reimbursement is in FY26-27)	Current FY Budget: 2025-2026
Fund Impacted: 100	Budget Adjustment Requested: \$58,550
General Fund, Estimated Fund Bal at 4/1/2026: \$17,394,559	Updated General Fund, Estimated Fund Balance: \$17,453,109

ATTACHMENT(S)

1. LA Metro - City of Bell Open Streets Agreement 2026
2. Resolution No. 6458 - Budget Appropriation for the Open Streets Event

GRANT AGREEMENT FOR OPEN AND SLOW STREETS GRANT PROGRAM CYCLE SIX

This Grant Agreement for Open and Slow Streets Grant Program Cycle Six (the “**Agreement**”) is dated the day of the LACMTA Board Approval December 4, 2025 (the “**Effective Date**”) and is by and between the City of Bell (the “**Grantee**”) and the Los Angeles County Metropolitan Transportation Authority (“**LACMTA**”).

RECITALS

- A. On December 4, 2025, the LACMTA Board approved the Open and Slow Streets Grant Program Cycles Six and Seven providing Los Angeles County Proposition C 25% funds for events that temporarily close the street to automotive traffic and open them to people to walk or bike (“**Open and Slow Street Events**”). Should other eligible funding sources become available, they may be used in place of the identified funds.
- B. Proposition C 25% funds are eligible for Transportation System Management/Demand Management (TSM/TDM) programs such as Open and Slow Streets Events. SCAG identifies Open Street Events as Transportation System Management / Demand Management (TSM/TDM) programs in the 2012 Regional Transportation Plan (RTP) Congestion Management Appendix in the section titled Congestion Management Toolbox – Motor Vehicle Restriction Zones.
- C. On December 4, 2025, the LACMTA Board approved the award of \$126,669 to Grantee for Grantee’s Open and Slow Street Event titled Gateway Connections (Open and Slow Street Grant Program ID# CYC2529), which is more particularly described in the Scope of Work (“**Scope of Work**”) attached as Exhibit “A” hereto (the “**Project**”). Grantee’s actual Open or Slow Street Event is referred to herein as the “**Event**.” The term Project, as used herein, is defined to include all planning activities as well as the Event itself.
- D. Grantee has agreed to provide the required local match (in kind or monetary) of \$53,510.70 (the “**Local Match**”), as described in the Financial Plan that is attached as Exhibit “B”, and any additional funding required to complete the Project. The Financial Plan documents all sources of funds programmed for the Project.

NOW, THEREFORE, the parties hereto do agree as follows:

AGREEMENT

1. GRANT OF FUNDS

1.1 LACMTA shall make a one-time grant of funds in the amount of \$126,669 (the "**Funds**") to Grantee subject to the terms and conditions of this Agreement.

1.2 This one-time grant shall be paid on a reimbursement basis. The Local or In-Kind Match must be spent in the appropriate proportion to the Funds, as shown in Exhibit B.

1.3 Grantee shall be subject to, and shall comply with, all requirements of the United States Department of Transportation (USDOT) and the United States Department of Labor (USDOL). In addition, Grantee shall comply with all requirements of LACMTA.

1.4 The obligation for LACMTA to advance the Funds for the Project is subject to sufficient funds being made available for the Project by the LACMTA Board of Directors. If such funds are not made available for the Project, this Agreement shall be void and have no further force and effect.

2. SCOPE OF WORK

2.1 Grantee shall complete the Project, including, without limitation, producing the Event, as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Exhibit "A" hereto. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones and a set schedule for the Event. The event shall be delivered in accordance with that schedule unless otherwise agreed to by the Metro Project Manager in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Event, then LACMTA will have the option to terminate this Agreement for default. Immaterial changes to the Scope of Work that do not affect the intent or length of the event such as changes of event name, start time, date and route may be approved administratively in writing by the Open and Slow Streets Grant Program Manager without a formal amendment. Any changes to the Scope of Work that change intent of the original Scope of Work, including but not limited to the applied for route, route length, changes in funding and/or changes to the Financial Plan must be made by amendment, in the manner described in paragraph 16.1.

2.2 Grantee shall utilize the Funds provided herein to implement the event as described in the Scope of Work and in accordance with this Agreement. The grant Funds provided herein can only be used towards the completion of the Scope of Work.

2.3 The grant shall provide the Funds for the non-infrastructure costs of implementing Open or Slow Street events per the Metro Board award on December 4, 2025. Per the funding guidelines, physical infrastructure costs associated with the Event are not eligible for reimbursement.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2026 (the "Termination Date"), unless terminated earlier as provided herein or extended by a written amendment to this Agreement.

4. REQUEST FOR REIMBURSEMENT

4.1 Not more frequently than once a month, Grantee will prepare and submit to

LACMTA a Request for Reimbursement for allowable Project costs incurred by Grantee consistent with the Project's Scope of Work. The Request for Reimbursement submitted by Grantee shall be signed by an authorized agent who can duly certify the accuracy of the included information.

4.2 Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total of Project expenditures, specify the percent and amount of Proposition C Funds to be reimbursed, the amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm.

4.4 Any funds expended by Grantee prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward Grantee's Local Match requirement, without the prior written consent of LACMTA. Local Match dollars expended prior to the Effective Date shall be spent at Grantee's own risk. If applicable, the first Request for Reimbursement may be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the Effective Date of this Agreement, which costs could be reimbursed with the Funds provided that LACMTA has provided prior written approval for such expenditures to Grantee and authorized reimbursement for such amounts.

4.5 Grantee shall be responsible for any and all cost overruns for implementing the event.

4.6 Grantee shall contribute Grantee's Local Match (in kind or monetary) of \$53,510.70 toward the Project. If the funds identified in Exhibit "B" are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

4.7 LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retainage. LACMTA will release the retainage after LACMTA has evaluated Grantee's performance according to the criteria specified by LACMTA and the data provided by Grantee with LACMTA's provided data collection template (EXHIBIT C) and when LACMTA has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. Grantee shall invoice LACMTA for reimbursement of the ten percent retention separately.

4.8 Grantee should consult with LACMTA's Open and Slow Streets Program Manager for questions regarding non-reimbursable expenses.

4.9 Total payments by LACMTA shall not exceed the Funds specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred more than sixty (60) days after the date of the Event.

4.10 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, the applicable requirements and regulations of LACMTA and any other regulations or requirements stipulated by the source of funding used. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent applicable federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.11 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net
Ref# Open and Slow Streets ID# CYC2529

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Attention: Accounts Payable
Los Angeles, CA 90051-0296
Ref# Open and Slow Streets ID# CYC2529

A copy of all Request for Reimbursement submittals shall also be forward to the LACMTA Open and Slow Streets Program Manager, either by email to

chawlan@Metro.net or by standard mail to the address set forth in Section 4.12 below.

4.12 All notices required to be provided under this Agreement will be given to the parties at the addresses specified below, unless otherwise notified in writing of change of address.

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: LACMTA Open and Slow Streets Program Manager
Neha Chawla, MS 99-18-2
Open and Slow Streets Grant Program Manager
chawlan@Metro.net

Grantee's Address:

City of Bell
6330 Pine Avenue
Bell, CA 90201
Attention: City of Bell
Martin Rodriguez
Economic Development Specialist, Community Development
Department
mrodriguez@cityofbell.org

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

5.1 Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and Grantee execute this Agreement. The end date of reimbursable activities is sixty (60) days after the date of the Event.

6. REPORTING AND AUDIT REQUIREMENTS

6.1 Grantee shall be subject to and shall comply with all applicable requirements of LACMTA regarding Project reporting and audit requirements. Grantee shall use the assigned Open and Slow Streets ID# CYC2529 on all correspondence.

6.2 Grantee shall submit the following Reports and Certifications to LACMTA after implementation of the event:

- (a) Narrative and final report describing the Event and the data collected from the Data Collection Template as described in Section 6.10.

(b) Raw data collected from Data Collection Template.

6.3 LACMTA and/or their respective designees, in order to fulfill their respective responsibilities as grantor of the Funds, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. Grantee shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

6.4 Grantee shall retain all original records and documents related to the Project for a period of three years after final payment.

6.5 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Event (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Event. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.6 Grantee shall cause all contractors to comply with the requirements of Sections 6.3, 6.4 and 6.5 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Event.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

6.8 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds provided herein and/or recommend not to award future Open and Slow Streets Program grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing the Funds provided herein or failure to return the Funds provided herein owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with

other terms and conditions as defined by this Agreement, including the access to records provisions.

6.9 When business travel associated with the Event requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.10 Grantee shall utilize a Standardized Data Collection Template provided by Metro to provide the LACMTA Open and Slow Streets Program Manager a Post-implementation Report no later than three months after the day of the Event which report shall include information to help Metro better evaluate the progress of the program toward achieving the objectives of the program goals presented in Board Motion 72 including providing information in the Post-implementation Report that details plans for new active transportation infrastructure and what the jurisdictions will do to increase bicycle and pedestrian mode shares post event. Additional information provided in the Post-implementation Report shall include participation counts; transportation use data; personal anecdotes from business owners, participants, and volunteers; local economic benefit including change in sales receipts on the day of event compared to average day; and any other reporting requirements detailed in the provided Standardized Data Collection Template.

7. ALLOWABLE COSTS

7.1 Allowable Project costs are described in the Scope of Work.

7.2 The following guidelines shall apply for indirect costs and in-kind contributions and donations:

- (a) Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by Grantee: i) submit a written request to LACMTA; and, ii) receive a written approval from LACMTA prior to incurring the expenditure.
- (b) In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA.

8. EXPENDITURE AND DISPOSITION OF FUNDS

8.1 The expenditure and disposition of the Funds by Grantee shall be subject to and in accordance with the terms and conditions of this Agreement and the applicable requirements of LACMTA. Grantee shall not utilize the Funds in any way or on any project other than that specified in this Agreement.

8.2 Grantee shall address all correspondence regarding this Project to the LACMTA Open and Slow Streets Program Manager.

8.3 The programmed budget (the "**Financial Plan**") specifying the sources and amounts of the Funds to be used to pay for the Project is attached to this Agreement as Exhibit B.

8.4 No material changes, as determined by LACMTA in its reasonable discretion, to the Financial Plan or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or his/her designee. Grantee shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or Scope of Work that it originally submitted to LACMTA.

9. TIMELY USE OF FUNDS

9.1 Grantee shall obligate the Funds programmed under this Agreement no later than sixty (60) days after the date of the Event.

9.2 In the event this Agreement is not executed and/or evidence of timely obligation of the Funds is not provided as described in Section 10 of this Agreement, the Grant award will be reevaluated by LACMTA and the Funds may be deobligated. In the event that the Funds are deobligated, this Agreement shall automatically terminate.

10. DEFAULT

10.1 Default under this Agreement is defined as one or more of the following: (i) Grantee fails to comply with the terms and conditions contained in this Agreement; (ii) Grantee fails to perform satisfactorily or to make sufficient progress toward Event implementation; (iii) Grantee makes a material change to the Scope of Work or the Financial Plan without prior written consent or approval by LACMTA; or, (iv) Grantee is in default of any other applicable requirements of LACMTA.

11. REMEDIES

11.1 In the event of a default by Grantee (as defined in Section 10), the LACMTA shall provide written notice of such default to Grantee with a 30-day period to cure the default. In the event Grantee fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:

- (a) LACMTA may terminate this Agreement;
- (b) LACMTA may make a determination to make no further disbursements of the Funds to Grantee;
- (c) LACMTA may recover from Grantee any funds paid to Grantee after the default; and/or,

11.2 Effective upon receipt of written notice of termination from LACMTA,

Grantee shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing.

11.3 The remedies described herein are non-exclusive. In addition to the above contractual remedies, LACMTA shall have the right to enforce any and all rights and remedies which may be now or hereafter available at law or in equity.

12. TERMINATION

12.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either Grantee or LACMTA may terminate its obligations hereunder at any time, without cause, on (30) days prior written notice. Upon termination, LACMTA shall have no obligation to reimburse for any costs or expenses incurred after the termination date.

13. COMMUNICATIONS

13.1 LACMTA will be the exclusive presenting sponsor of the Event and all promotional materials, press releases, graphics, promotions via print, TV, radio, social media, or web channels and other identifiers will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." The presenting sponsorship may not be shared. In addition, all printed and/or online promotional materials and promotions via print, TV, radio or web channels must include the "Open and Slow Streets Made Possible By Metro" type and logo lockup as supplied by the LACMTA Program Manager. Any other sponsor logos or credits for the Event must be separated graphically, in type and/or in following succession from the presenting sponsor mention of LACMTA and "Open and Slow Streets Made Possible By Metro" type and logo lockup.

13.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

13.3 All Social Media notification calling out the event will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." Any graphics used in said notifications that include the title of the event must include the "Open and Slow Streets Made Possible By Metro" type and logo lockup as supplied by the LACMTA Program Manager.

13.4 Grantee shall ensure that all Event promotions via print, TV, Radio or social media channels include one of the following references or links to LACMTA's online presence as appropriate depending on the platform: X accounts: @BikeMetro or @Metrolosangeles; Facebook pages: facebook.com/bikemetro or facebook.com/losangelesmetro.

13.5 Grantee shall notify the LACMTA Chief Communications Officer, or its

designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

13.6 Grantee shall ensure that all Communications Materials identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro," or other mutually agreeable language and graphic lockup featuring Metro and/or the Metro logo, and comply with recognition of LACMTA's contribution to the Event as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available online or from the LACMTA Open and Slow Streets Program Manager. Grantee shall check with the LACMTA Open and Slow Streets Program Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the communications requirements specified in this Agreement and with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

13.7 Grantee shall submit all graphic files and Communications Materials to LACMTA for approval by the LACMTA Open and Slow Streets Program Manager and LACMTA Communications prior to the release of such publicity or promotional materials or Communications Materials for the Event. LACMTA shall have at least one day to review and provide its approval. After any Communications Materials have been released to the public, Grantee shall provide a copy of or notice of such Communications Materials to the LACMTA Open and Slow Streets Program Manager by e-mail.

13.8 LACMTA shall be provided at no cost with a minimum of 1,000 SF space in a prominent, central location at the Event for an LACMTA booth/activity space, plus at least two 13' x 10' spaces for satellite displays elsewhere at the Event. LACMTA shall have the right at any one or more of the above three locations or through a mobile vending cart, bicycle, or other vehicle, to sell, distribute or otherwise make available to Event attendees marketing, outreach and other promotional products and merchandise, including, without limitation, fare media, t-shirts and other apparel, accessories, items available for sale at the Metro Store, brochures, maps, Metro Bike Share bike rentals, Metro Bike Hub, Metro Adopt-a-Bike programing, take-ones and other novelty items. At Metro's sole discretion it may place throughout the route marketing materials or banners for its various programs including but not limited to on bicycle valet and bicycle parking areas. The selection of products, programing, and merchandise available for sale, use, and distribution shall be at LACMTA's sole discretion.

13.9 The LACMTA Open and Slow Streets Program Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section 13. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13.10 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the Open and Slow Streets Grant Program Manager. Upon request, LACMTA shall provide scalable vector files with required type styling and logo placement for tagline and visual materials.

13.11 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Event related Communications Materials will comply with the requirements contained in this Section 13.

14. INDEMNITY

14.1 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with the Project, any work performed by, and/or service provided by, Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents, and employees harmless from and against any claims, loss demand, action, damages, liability, penalty, fine judgment, lien, costs, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever (including consequential damages) (collectively, "Claims") arising out of the Project, including, without limitation: (i) use of the Funds provided herein by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Grantee obligations under this Agreement; (iv) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the Scope of Work and the Project; or (v) any Claims arising from the actual Event itself.

15. OTHER TERMS AND CONDITIONS

15.1 This Agreement, along with the applicable requirements of LACMTA as set forth in the LACMTA Open and Slow Streets Grant Program application package, constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

15.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

15.3 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, pandemics(s), acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

15.4 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

15.5 Grantee shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.

15.6 Subject to all requirements of this Agreement, and all other applicable requirements of LACMTA, including, without limitation, any requirement of competitive procurement of services and assets, Grantee may contract with other entities to implement this Agreement.

15.7 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

15.8 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

15.9 Grantee, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

15.10 On September 26, 2002 the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds, Grantee meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirements, including, without limitation, suspension and re-implementation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: _____

Deputy

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2026.04.09 11:33:15 -08'00'

GRANTEE: CITY OF BELL

By: _____ Date: 4/10/26

Michael Antwine II
City Manager

APPROVED AS TO FORM

By: _____ Date: _____
Dave Aleshire
City Attorney

EXHIBIT A SCOPE OF WORK

Event Name:

Gateway Connections

Event Date/s and Event Start and End Time/s:

Saturday, June 20, 2026

Event Distance (miles):

2.28

Event Description:

Together, Bell and Maywood will host the Gateway Connections Open Streets Event on Saturday, June 20, 2026. Atlantic Blvd, a commercial corridor that connects both communities, will be closed from Slauson Ave to Bell Ave. Randolph Ave, in the community of Maywood, will be closed from Atlantic Blvd to District Ave, adjacent to the LA River. Local retailers and restaurants will be able to expand their businesses into the street alongside activities and help promote the 2026 World Cup with entertainment, cultural, and recreational activities.

Event Location:

Cities: Bell and Maywood

Street Routes: Slauson Ave to Bell Place; Randolph Ave to District Ave Intersections:

Atlantic/Randolph; Atlantic/Gage; Atlantic/Bell

Randolph/ Woodard; Randolph/King; Randolph/Prospect; Randolph/Mayflower;

Randolph/Vinevale; Randolph/ Heliotrope; Randolph/Palm; Randolph/Woodlawn;

Randolph/Wilcox; Randolph/Alamo; Randolph/Pala; Randolph/Walker;

Randolph/Casitas; Randolph/District

Roles and Responsibilities:

Outline the roles and responsibilities for the lead agency, producer, or partner (if any), as well as the duties for executing the event. Also, detail the city departments involved and their respective roles and responsibilities before and during the event. Who will be responsible for planning, permitting, outreach, and marketing?

The Team, comprised of executive and senior staff from Bell and Maywood Public Works, Community Development and Public Safety Departments, and an open streets/CicLAvia experienced consultant, will oversee the event operations, including planning, permitting and outreach, marketing, and manage communication with elected officials, community leaders, regional organization representatives, and the public to ensure seamless integration between municipalities

Route Map

Open Street Route & Closure

- Atlantic Ave
- Crossing Route
- Crossing Route
- Crossing Point
- Maywood
- Crossing Route
- LA River Connection
- Crossing Point
- Open Streets
- Crossing Point
- Taqueria El Bebe
- City of Bell HUB
- City of Maywood HUB

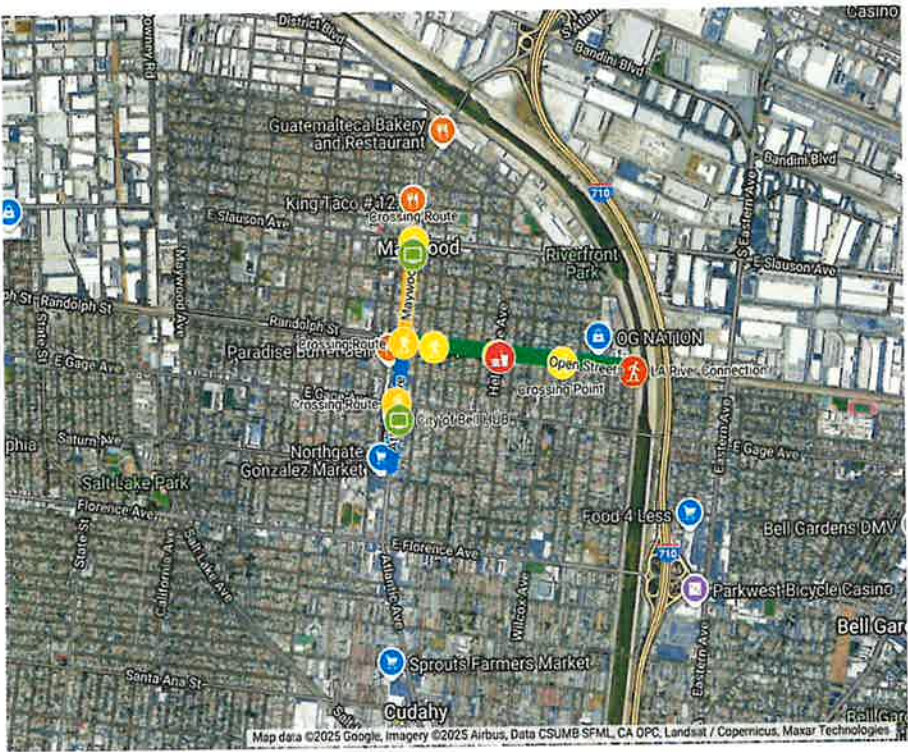


EXHIBIT B FINANCIAL PLAN

The total cost of the Project is \$180,179.70. The following is a description of the funding category, the corresponding funding amounts, and the funding source for implementing the Project.

Category	Metro Grant Award	Local-Match (30% Required)
Funding Distribution	\$ 126,669	\$53,510.70

Program Funding Sources

Funding Source	Amount	Status <i>Secured, In-Process, or Anticipated ¹</i>	Status Notes <i>Explain the status in more detail for in-process or anticipated funding sources.</i>
Open and Slow Streets Grant (Prop C 25%)	\$126,669		
Local funds <i>In addition to general funds, jurisdictions may consider eligible local return funds from Prop C, Measure R, Measure M, and TDA Article 3 Funds.</i>	\$53,510.70		Cash Match: General Fund and ARPA Funds
Private Funds (Sponsorships, etc.)			
In-Kind			
Other <i>Please note the source and add additional rows as needed.</i>			

TOTAL **\$180,179.70**

Breakdown of Cost for Open Streets

	Metro	City Match
Traffic Analysis	\$5,000	\$1,500
Pre-Event Planning	\$7,369	\$2,210.70

Open and Slow Streets ID# 920000000CYC2529

Consultants	\$35,000	\$10,500
Barrier Rentals	\$20,000	\$6,000
Staffing	\$6,000	\$1,800
Permits	\$3,300	\$2,000
Marketing	\$5,000	\$1,500
Rental for Viewing	\$5,000	\$10,000
Police Department	\$15,000	\$8,000
Water and First Aid Stations and Safety Measures	\$15,000	\$5,000
Traffic Control Staff	\$10,000	\$5,000
	\$126,669	\$53,510.70
TOTAL	\$180,179.70	

EXHIBIT C

STANDARDIZED DATA COLLECTION TEMPLATE

This standardized data collection template was created for the Open and Slow Streets grant program. As part of this program, Metro requires grant recipients to gather data about their events and submit an evaluation report along with their final invoice to meet the program's requirements. Metro requires grantees to administer the survey questions provided herein to evaluate whether the event achieved the program's goals and offered opportunities to promote mode shift within the community where the event took place. Findings from this data and the final evaluation reports submitted by the grantee will help Metro and the grantees understand the impact and outcomes of these events in their communities and identify their benefits. Additionally, this data will support grantees during this cycle and in planning future events, enabling them to incorporate lessons learned.

The survey templates included are for event attendees, Metro Rail passengers, and business owners along the event route. Grantees are encouraged to use their preferred method or multiple methods for data collection, such as paper surveys, online surveys, or other options. For the General Open & Slow Streets Survey, Metro recommends collecting at least 75 surveys for small neighborhood events and a minimum of 300 responses for larger events to ensure adequate data. To boost participation, grantees should motivate survey takers by offering giveaways or gift cards. Providing access to the survey at multiple locations during the event can also increase participation. For the Metro Rail Survey, grantees should conduct these surveys if their event is near or within a quarter mile of a Metro Rail station, positioning at station exits and following Metro safety procedures. For Business Surveys, grantees should aim to survey all businesses along the corridor on the event day and follow up with an after-event survey if a same-day survey wasn't completed. To gather comprehensive insights, grantees are encouraged to survey all participants, including the public, Metro Rail patrons, and business owners.

Additionally, the final deliverable from these surveys should be an evaluation report of the event that includes an executive summary, event pictures, tables, charts, and the spreadsheet with raw data. This data can be incorporated into the report narrative or included as an attachment. Grantees may add extra questions to the survey and should include any additional data collected in their evaluation report to Metro. Other data included are counts of pedestrians, cyclists, and other participants along the route. The report should also assess economic impacts on retailers, such as anecdotes and sales changes compared to pre-event figures.

METRO OPEN & SLOW STREETS GENERAL SURVEY

To better serve the community, we are collecting information to understand how Open and Slow Streets events affect the neighborhoods where they are held. We are interviewing participants and volunteers along this street during today's event. The interview will take no more than 10 minutes. Your participation is voluntary, and you can stop the interview at any time. Any personally identifiable information collected through this survey will only be used to contact you for clarification if needed. This information will not be sold or shared outside the hosting agency or LA Metro. Do I have your permission to conduct this interview?

1. Is your attendance at this event planned or coincidental?
 - a. Planned
 - b. Coincidental
 - c. Other

2. How did you hear about the event?
 - a. Social media
 - b. Email
 - c. Word of mouth
 - d. Flyers / posters
 - e. Other

3. Aside from today, have you participated in an Open and Slow Streets event similar to this, with street closures or car-free events in the past?
 - a. Yes
 - b. No

4. How long are you staying at the Open and Slow Streets event today?

a. Less than 30 minutes	d. Between 2 and 3 hours
b. Between 30 and 60 minutes	e. More than 3 hours
c. Between 1 and 2 hours	f. The entire duration of event

5. Would you suggest closing the streets for a car-free environment on a periodic or permanent basis?
 - a. Periodic
 - b. Permanent
 - c. No Preference

6. How did you get to today's event? Select all that apply.

a. Automobile	d. Transit (Bus)	g. Taxi / Rideshare
b. Bike	e. Transit (Rail)	h. Carpool
c. Walk	f. Scooter	i. Other Wheeled Device

7. If you used Metro or another public transit option to arrive at the event. How did you access transit?

- a. Automobile
- b. Bike
- c. Walk
- d. Scooter
- e. Taxi / Rideshare
- f. Carpool
- g. Other Wheeled Device

8. How often do you ride Metro or other types of public transit service?

- a. Never
- b. Less than once a month
- c. Several times per week
- d. Daily
- e. Several times per month

9. On a typical day, what is your mobility choice for traveling around your community? Rank these starting from most used (#1) to least used (#9).

- ___ Automobile
- ___ Bus
- ___ Taxi/Rideshare
- ___ Bike
- ___ Rail
- ___ Carpool
- ___ Walk
- ___ Scooter
- ___ Other Wheeled Device

10. Please indicate how you think your travel behavior will change after today's event.
Mark an X to each corresponding method.

	Highly Increase 1	Increase 2	Stay the Same 3	Decrease 4	Highly Decrease 5	Don't know
Walk						
Bike						
Skate						
Drive						
Public Transit						
Taxi / Rideshare (Uber, Lyft)						
Motorcycle						
Scooter						

11. Did you shop at a business along or near the Open or Slow Streets route today?
 - a. Yes
 - b. No

Event-Based and New Element Questions

12. Did you enjoy the special theme (FIFA World Cup) of this event? Please explain why.
13. Which arts, culture, and/or recreational element, such as installations, demonstrations, or activities, did you like the most?
14. How likely are you to refer a friend or family member to an Open/Slow Streets event?

		Least Likely								Most Likely
1	2	3	4	5	6	7	8	9	10	
15. [For grantees that included legacy improvements, please include a question(s) unique to your legacy improvement that will help evaluate permanence]

Demographic Questions

1. What is your 5-digit zip code? _____
2. What is your gender identity?
 - a. Man
 - b. Woman
 - c. Non-binary
 - d. Prefer to self-describe _____
3. What is your age group?
 - a. 17 or younger
 - b. 18-29
 - c. 30-39
 - d. 40-49
 - e. 50-59
 - f. 60 or older
4. What is your household income?
 - a. Below \$25k
 - b. \$25,000 - \$49,999
 - c. \$50,000 - \$99,999
 - d. \$100k - \$150k
 - e. Over \$150k

5. Which of the following best describes you?
 - a. Hispanic/Latino
 - b. Black/ African American
 - c. Asian
 - d. Pacific Islander
 - e. Middle Eastern or North African
 - f. White/Caucasian
 - g. Indigenous/Native American
 - h. Other not listed here
 - i. Prefer not to answer
6. Any comments or suggestions you would like to provide that would be useful for the organizers of these events in the future? Please explain.

Participant name (Optional):

Email or phone number (Optional):

**METRO OPEN & SLOW STREETS PARTICIPANT METRO BUS AND RAIL
SURVEY**

To better serve transit patrons using bus or Metro rail, we are collecting information at stations adjacent to Open and Slow Streets. We are interviewing participants arriving at the event today by rail or bus and this should not take more than 5 minutes. Your participation is voluntary, and you can stop the interview at any time. Any personally identifiable information collected through this survey will only be used to contact you if needed for clarification. This information will not be sold or shared outside of the City of Los Angeles government of LA Metro.

1. Is this your first time riding the bus/Metro Rail?
 - a. Yes (Go to question 3)
 - b. No (Go to question 2)
2. What best describes your use of public transit?
 - a. Daily
 - b. More than once a week
 - c. Once a week
 - d. Once a month
 - e. Less than once a month
3. Are you participating in today's Open and Slow Streets event?
 - a. Yes
 - b. No (Go to question 6)
4. After today's event, would you use public transit again in the future?
 - a. Yes
 - b. No
 - c. I don't know
5. Would you have used public transit today without participating in today's event?
 - a. Yes
 - b. No
 - c. I don't know
6. What is your 5-digit zip code? _____

METRO OPEN & SLOW STREETS BUSINESS OWNER ANECDOTAL INTERVIEWS DAY OF EVENT

To better serve the community, we are collecting information for an evaluation study to understand how open street events affect neighborhoods and businesses where they take place. We are conducting interviews with businesses along this street during today's event. The interview should take 10 minutes. Your participation is voluntary, and you can stop this interview at any time. Do I have your permission to record this interview?

Business name:

Business zip code:

Describe business:

1. Are you familiar with the open/slow streets event today? Please elaborate.
2. Is your business participating in and/or interacting with the open/slow streets event today?
If yes:
 - a. Is this your first time participating in an open/slow street event in your community?
 - b. In what way will your business participate and/or interact with today's event?
3. Does your business do any marketing or advertising?
If yes:
 - a. What type of advertising do you do?
 - b. Do you believe this event may bring better recognition to the products or services your business offers?
4. Have you noticed any changes in your customer volume or demographics today?
5. What effect do you believe today's event has on this community? Please explain.

Negative	No Effect		Positive
1	2	3 4	5

6. What effect do you believe today's event has on your business? Please explain.
- | Negative | No Effect | | Positive |
|----------|-----------|----------|----------|
| 1 | 2 | 3 4 | 5 |
7. Would you like to see this event return to this street at another point in the future?

If yes: How often would you like to see this event happen?

- a. Once every other year
- b. Once a year
- c. More than once a year

If no: Would you recommend this event to happen on a different street in this neighborhood?

8. Has your business supported transportation improvements in the past, particularly for public transit, walking, or biking in this community?
9. Do you believe that by experiencing today's event your business may support these improvements in the future?
10. Do you think this community would benefit from future transportation improvements, particularly those for riding a bike, walking and/or public transit?
11. Do you have any other thoughts to add about this event?
12. Please provide your contact information below if you are open to follow-up questions.
Name:
Email:
Phone:

METRO OPEN AND SLOW STREETS BUSINESS OWNER ECONOMIC BENEFIT INTERVIEWS AFTER EVENT

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how Open and Slow Street events affect neighborhoods and businesses where they take place. We are conducting interviews with businesses along this street during today's event. The interview should take 10 minutes. Your participation is voluntary, and you can stop this interview at any time. Do I have your permission to record this interview?

Business name:
Business zip code:
Describe business:

1. Did you experience the Open and Slow Streets event? What is your perception of the event?
2. Did your business participate in and/or interact with the open/slow streets event?

If yes: How did your business participate and/or interact with the event? Did the open street event bring new or more patrons to you?

3. How did the event affect your business? Please explain.

Negative		No Effect		Positive
1	2	3	4	5

4. How did the event affect your community? Please explain.

Negative		No Effect		Positive
1	2	3	4	5

5. Did your business experience any change in sales volume during the event? Please elaborate.
6. Are you willing to share sales volume information from the event?
7. How often would you like to see this event return to this street or this neighborhood?
 - a. Never
 - b. Once every other year
 - c. Once a year
 - d. More than once a year

8. Do you have any other thoughts to add about this event?

RESOLUTION NO. 6458

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING A BUDGET APPROPRIATION IN THE AMOUNT OF \$58,550 FOR THE JUNE 20, 2026, OPEN STREETS EVENT

WHEREAS, the City of Maywood, in partnership with the City of Bell, has been awarded funding through the Los Angeles County Metropolitan Transportation Authority Open Streets Grant Program for implementation of a regional Open Streets event scheduled for June 20, 2026; and

WHEREAS, the City of Maywood's projected share of event costs is \$58,550; and

WHEREAS, the Metro Open Streets Grant Program operates on a reimbursement basis, requiring participating agencies to incur eligible costs in advance and seek reimbursement following event completion; and

WHEREAS, approximately \$35,000 of eligible event costs is anticipated to be reimbursed to the City in the subsequent fiscal year; and

WHEREAS, the City Council desires to appropriate upfront funding to facilitate successful implementation of the event.

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

Section 1.

The City Council hereby approves a budget appropriation in the amount of **\$58,550** from the General Fund (or appropriate funding source as determined by Finance) for upfront costs associated with the June 20, 2026, Open Streets Event.

Section 2.

The City Manager, or designee, is hereby authorized to execute purchase orders, vendor agreements, and related documents necessary to facilitate implementation of the June 20, 2026, Open Streets Event and reimbursement processing.

Section 3.

The City Clerk shall certify 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 April, 2026.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Miguel Leon, Deputy City Clerk

Roxanne Diaz, City Attorney

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

I, Miguel Leon, Deputy City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6458 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 22nd day of April, 2026 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Miguel Leon, Deputy City Clerk