



AGENDA

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

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
Wednesday, May 8, 2019 at 7:00 p.m.

Rules of Decorum

*"Members of the Public are advised that all **ELECTRONIC DEVICES, CELLULAR TELEPHONES** and any **OTHER COMMUNICATION DEVICES** are to be turned off upon entering the City Council Chambers." If you need to have a discussion with someone in the audience, kindly step out into the lobby.*

Reglas de Comportamiento

*"Al público en general se le avisa que todos los **teléfonos celulares, pagers y demás aparatos de comunicación** deben ser apagados al entrar a la sala de audiencias del Consejo Municipal de la Ciudad." Si usted necesita tener una conversación con alguien que está en la audiencia, amablemente le pedimos que salga del recinto y tenga su conversación en el vestíbulo de la sala de audiencias.*

ROLL CALL:

Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer
Gerardo Mayagoitia, City Clerk
Donald J. Wagner, Interim City Manager
David Mango, Director of Building and Planning
Ofelia Mancera, Finance Director
Roxanne Diaz, City Attorney

*In order to address the Council, please complete a Public Comment Card.
No Public Comment Cards will be accepted after 7:15 p.m. Time allotted per speaker: 3 minutes.
No agenda item may be taken after 9:00 p.m. without a motion to extend time by the majority of Council present.*

INVOCATION* AND PLEDGE OF ALLEGIANCE

**In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

PRESENTATION(S)

Presentation of Award of Interwest Scholarship Recipients

Presentation of Certificates of Recognition to: Mirtha Arriaga and Zaira Zuniga

PUBLIC HEARING

CONSENT CALENDAR

1. Minutes for 04/23/19 Special Council Meeting.
2. Minutes for 04/24/19 Regular Council Meeting.
3. Resolution No. 6027 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants and Payroll.
4. A Resolution of the City Council of the City of Maywood supporting balanced energy solutions and maintaining local control of energy solutions.
5. Direct staff to file a Notice of Completion for the Sewer Replacement Project.
6. Award of Contract for the installation of three bus stops on Slauson Avenue.
7. Obtain authorization to advertise a Request for Proposals (RFP) for MS4 Permit Facility Program inspection services.
8. Second reading and adoption of an Ordinance of the City of Maywood adopting revised Chapter 42 of the Maywood Municipal Code to prohibit smoking in City parks and recreation areas.

9. Discussion and consideration of approval of an agency to agency confidentiality agreement between the City of Maywood and the Los Angeles County District Attorney's office to waive the attorney client privilege for certain records.
10. Authorization to procure Request for Proposals for services related to the completion of the City's Housing Element.

DISCUSSION/ACTION ITEMS

CLOSED SESSION

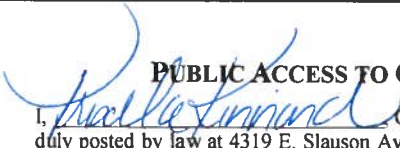
1. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); City of Maywood vs. Consolidated Disposal Services LLC, et al., and Related Cross Complaints, Los Angeles County Superior Court Case No. BC697218
2. Public Employment pursuant to Government Code Section 54957; Title: City Manager
3. Conference with Labor Negotiator pursuant to Government Code Section 54957.6; City Negotiator: Donald Wagner, Interim City Administrator and Roxanne Diaz, City Attorney; Unrepresented Employee: City Manager

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

ADJOURNMENT - The next Regular Meeting of the Maywood City Council is on May 22, 2019.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

I,  Gerardo Mayagoitia, City Clerk or Priscilla Kinnard, 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 raising 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.





AGENDA **1**
ITEM NO. _____

April 23, 2019

**MINUTES OF THE JOINT SPECIAL MEETING
OF THE MAYWOOD CITY COUNCIL AND THE MAYWOOD PLANNING
COMMISSION HELD IN THE COUNCIL CHAMBERS,
4319 EAST SLAUSON AVENUE, MAYWOOD, CALIFORNIA**

Mayor opened the meeting at approximately 7:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Paloma Hernandez, Commissioner (absent)
Carmen Perez, Commissioner
Reyna Mendez, Commissioner (absent)
Raul Rodriguez, Commissioner
Alondra Olmos, Commissioner
Gerardo Mayagoitia, City Clerk
David Mango, Director of Building and Planning
Ofelia Mancera, Finance Director
Roxanne Diaz, City Attorney

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Agenda Items only:

1. Heather Wilson.

PRESENTATION(S)

CONSENT CALENDAR

DISCUSSION/ACTION ITEMS

1. Brown Act Presentation and Training by the City Attorney's Office.

The City Attorney provided Brown Act training to the following City of Maywood Elected Officials:

1. Eduardo De La Riva, Mayor
2. Ricardo Lara, Mayor Pro Tem
3. Ramon Medina, Councilmember
4. Carlos Alvarez, Councilmember
5. Heber Marquez, Councilmember
6. Carmen Perez, Commissioner
7. Raul Rodriguez, Commissioner
8. Alondra Olmos, Commissioner
9. Gerardo Mayagoitia, City Clerk
10. David Mango, Director of Building and Planning
11. Ofelia Mancera, Finance Director

CLOSED SESSION

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Non-Agenda items only:

1. Heather Wilson

ADJOURNMENT Meeting adjourned at approximately 6:30 p.m. Next Regular Meeting of the Maywood City Council is on April 24, 2019 at 7:00pm


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City



AGENDA 2
ITEM NO. _____

April 24, 2019

**MINUTES OF THE REGULAR MEETING
OF THE MAYWOOD CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 EAST SLAUSON AVENUE, MAYWOOD, CALIFORNIA**

Mayor opened the meeting at approximately 7:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer (Absent)
City Clerk, Gerardo Mayagoitia
Interim City Manager, Donald J. Wagner
Director of Building and Planning, David Mango
Director of Finance, Ofelia Mancera
City Attorney, Roxanne Diaz

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Agenda Items only:

1. Sergeant Bearse;
2. Angel Sotelo;
3. Heather Wilson;
4. Mary Mariscal;
5. Reyna Mendez;
6. David Perez;
7. Veronica Guardado;

PRESENTATION(S)

Proclamation proclaiming April 2019, DMV/Donate Life Month.

Presentation by ABM Building Solutions regarding their Bundled Energy Solutions (BES) program.

PUBLIC HEARING

(none)

CONSENT CALENDAR

Consent items 2, 3, 4, 6, 7 and 8 were pulled from the consent calendar.

1. Minutes for 04/10/19 Special Council Meeting. **Motion to approve by Alvarez. Second by De La Riva. AYES: Marques, Alvarez, Medina, Lara, and De La Riva. PASSES**
2. Resolution No. 6025 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants and Payroll. **Motion to adopt Resolution with the exception of Check # 085928 by Lara. Second by Marquez. AYES: Marques, Alvarez, Medina, Lara, and De La Riva. PASSES**
3. Award of a Maintenance Services Contract for landscape maintenance services throughout the City to Salazar Landscaping, Inc. **Continued with direction to bring back item with the tree maintenance bids.**
4. Obtain authorization to advertise a Request for Proposals (RFP) or bid for City-wide tree maintenance and emergency response services. **Motion to approve by De La Riva. Second by Alvarez. AYES: Marques, Alvarez, Medina, Lara, and De La Riva. PASSES**
5. Budget to Actuals Report – Receive and File. **Motion to approve by Alvarez. Second by De La Riva. AYES: Marques, Alvarez, Medina, Lara, and De La Riva. PASSES**
6. Consider the adoption of a resolution approving a commercial cannabis vehicle delivery license for Firehouse Healthcare Industries, Inc., located at 6118 Atlantic Boulevard. **Representative from Firehouse spoke on item. Motion to approve Resolution by Medina. Second by Alvarez. AYES: Alvarez and Medina. NOES: Marquez, Lara and De La Riva. FAILS**

Motion to continue item to next meeting and bring a HDL representative for additional information in areas listed by Marquez. Second by Lara. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES
7. Consideration of City Match for scholarships from Community Benefit Fund. **Motion to approve by Lara. Second by Medina. AYES: Marques, Alvarez, Medina, Lara, and De La Riva. PASSES**

8. To consider adoption of an interim ordinance of the City of Maywood enacted pursuant to Government Code Section 65858 establishing a moratorium on all new commercial cannabis activity in the City, and declaring the urgency thereof. **Motion to adopt the Ordinance by De La Riva. Second by Lara. AYES: De La Riva, Lara, and Marquez. NOES: Alvarez and Medina. FAILS (requires 4/5 vote)**

Motion to have it undertaken by the Planning Commission to look at land use policy to phase out cannabis in Maywood by De La Riva. Second by Lara. AYES: De La Riva, Lara, and Marquez. NOES: Alvarez and Medina. PASSES

DISCUSSION/ACTION ITEMS

9. Proposed City of Maywood Strategic Plan for Fiscal Year 2019 to 2021. **Direction to staff to bring back plan with the budget at next budget study session to next meeting.**
10. Introduction of an ordinance adopting a revised Chapter 42 of the Maywood Municipal Code to prohibit smoking in City parks and recreation areas and making a finding of exemption under the California Environmental Quality Act. **Motion to read the ordinance by title only, waive further reading of the ordinance and introduce the ordinance with the revision to Section 5.42.03(a) regarding the fine schedule to \$100, \$200 and \$500 by Lara. Second by Alvarez. AYES: Marques, Alvarez, Medina, Lara, and De La Riva. PASSES**

Motion to extend meeting by 30 minutes by De La Riva. Second by Alvarez. AYES: Marques, Alvarez, Medina, Lara, and De La Riva. PASSES

CLOSED SESSION (occurred after public participation on non-agenda items)

City Attorney read the closed session items and the city council adjourned into closed session.

1. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); City of Maywood vs. Consolidated Disposal Services LLC, et al., and Related Cross Complaints, Los Angeles County Superior Court Case No. BC697218
2. Public Employment pursuant to Government Code Section 54957; Title: City Manager
3. Conference with Labor Negotiator pursuant to Government Code Section 54957.6; City Negotiator: Donald Wagner, Interim City Administrator and Roxanne Diaz, City Attorney; Unrepresented Employee: City Manager

City Council returned from closed session and the City Attorney announced there were no reportable actions.

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Non-Agenda Items:

1. Heather Wilson;
2. Mary Mariscal;
3. Reyna Mendez;
4. Veronica Guardado.

ADJOURNMENT Meeting adjourned at approximately 10:25 p.m. Next Regular Meeting of the Maywood City Council is on May 8, 2019 at 7:00 p.m.



Eduardo De La Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City Clerk

COUNCIL AGENDA

ITEM No. 3

RESOLUTION NO. 6027

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

WHEREAS, the following listed demands have been audited 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/ACH
Transactions for \$542,648.70 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 8th day of May, 2019.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

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I, Gerardo Mayagoitia, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6027 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 8th of May, 2019 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:


Gerardo Mayagoitia, City Clerk


City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, May 8, 2019

Accounts Payable

Accounts Payable prepaid warrants for payment: Checks No. 085982 - 086007	\$ 14,904.00
Accounts Payable regular warrants for payment: Checks No. 085981 & 086008 - 086031	\$ 510,049.12
Sub-total	\$ 524,953.12

Wire Transfers/ACH Transactions

04/19/19 CalPERS - Replacement Benefit Contribution, RBP	\$ 64.62
04/19/19 CalPERS for Employer Contribution - Pay Period 3/31/2019 - 4/13/2019	\$ 4,997.40
04/25/19 Lease Payment for Front Counter Cash Registers - April 2019	\$ 87.04
04/26/19 ADP Payroll Fees	\$ 222.43
05/01/19 California Joint Powers Insurance Authority (CJPIA) repayment plan agreement May 2019	\$ 12,000.00
05/01/19 Merchant Fees	\$ 324.09
Sub-total	\$ 17,695.58

Total Demands	\$ 542,648.70
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City of Maywood
Detail Warrants for Payment
Warrants No. 085981 to 086031

EXHIBIT B

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
085981		4/18/2019	Urban Futures, Inc.	3,250.00	Disclosure/Dissemination Agent Services: Lease Revenue Refunding Bonds Series A, 2008 Tax Allocation Refunding Bonds Series 2017
085982	P	4/25/2019	State of California	150.00	Service Fee for Information Requested By Auditor FY 17/18
085983	P	4/29/2019	Allen B. McDade	632.25	Retiree Medical Reimbursement May 2019
085984	P	4/29/2019	Alondra Olmos	100.00	Planning Commission Stipend 04/16/2019 & 04/22/2019
085985	P	4/29/2019	American Paper Plastic	148.56	Janitorial Supplies: City Hall
085986	P	4/29/2019	Angel Villegas	492.63	Retiree Medical Reimbursement May 2019
085987	P	4/29/2019	AT&T	20.72	MTA Line 03/17/19 to 04/16/19
085988	P	4/29/2019	Brent Talmo	284.77	Retiree Medical Reimbursement May 2019
085989	P	4/29/2019	Bruce Leflar	1,101.28	Retiree Medical Reimbursement May 2019
085990	P	4/29/2019	Carmen Perez	100.00	Planning Commission Stipend 04/16/2019 & 04/22/2019
085991	P	4/29/2019	Christine M. Locher	258.83	Retiree Medical Reimbursement May 2019
085992	P	4/29/2019	Edward Ahrens	1,101.28	Retiree Medical Reimbursement May 2019
085993	P	4/29/2019	New GreenScreen, Inc.	1,392.04	Riverfront Park Trellis Replacement Final Payment
085994	P	4/29/2019	Karla Barajas	18.10	Customer Service Training Conference - Mileage Reimbursement
085995	P	4/29/2019	Paloma Hernandez	50.00	Planning Commission Stipend 04/16/2019
085996	P	4/29/2019	Paul Pine	1,101.28	Retiree Medical Reimbursement May 2019
085997	P	4/29/2019	Priscilla Kinnard	126.89	LiveScan Fingerprinting (Background Check)- Notary Public Commission Application
085998	P	4/29/2019	Raul Rodriguez	100.00	Planning Commission Stipend 04/16/2019 & 04/22/2019
085999	P	4/29/2019	Redfire Technology Services	2,104.00	April 2019 I.T. Services
086000	P	4/29/2019	Reyna Mendez	50.00	Planning Commission Stipend 04/16/2019
086001	P	4/29/2019	Robert Leach	1,005.00	Retiree Medical Reimbursement May 2019
086002	P	4/29/2019	Ronald Lindsey	1,102.61	Retiree Medical Reimbursement May 2019
086003	P	4/29/2019	Scott C. Anderson	1,101.28	Retiree Medical Reimbursement May 2019

City of Maywood
Detail Warrants for Payment
Warrants No. 085981 to 086031

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086004	P	4/29/2019	Southern California Edison	65.96	5317 Atlantic PED 03/18/19-04/16/19
086005	P	4/29/2019	Sprint	496.45	Cell Phone Service: 03/24/2019-04/23/2019
086006	P	4/29/2019	V & M Iron Works	1,664.19	Payment Plan: Installment 19 of 24 (Council Approved)
086007	P	4/29/2019	City of Vernon	135.88	Slauson & Downey 03-05-2019 to 04-04-2019
086008		5/2/2019	Robert Half Company International / Accountemps	1,805.95	Temp Labor: Customer Service Week Ending 04/19/2019 & 04/26/2019
086009		5/2/2019	Adrien Perez	16.10	Court Parking & Mileage Reimbursement
086010		5/2/2019	Beacon Athletics	600.88	Single Bases Maywood Park Baseball Field
086011		5/2/2019	CDWG	2,560.21	Microsoft Windows Server 2019 Licensing - MIP/Abila Upgrade
086012		5/2/2019	County of Los Angeles Department of Animal Control	5,418.61	Animal Control Services March 2019
086013		5/2/2019	Expert Building Maintenance	1,350.00	Monthly City Hall & Sheriff's Substation Janitorial Service: April 2019
086014		5/2/2019	HDL Coren & Cone	2,025.00	Property Tax Service: April - June 2019
086015		5/2/2019	Hinderlitter, de Llamas & Assoc.	3,875.00	Cannabis Management Program - Application Review (2)
086016		5/2/2019	Interwest Consulting Group	1,441.03	Building & Safety Plan Review Services February 2019
086017		5/2/2019	John Balderas	2,940.00	ROPS Reporting Worker's Compensation Research - Audit
086018		5/2/2019	Los Angeles Regional Food Bank	150.00	Mobile Food Pantry April 2019
086019		5/2/2019	Los Angeles County Metropolitan Transportation Authority	4,160.00	April 2019 Metro TAP Cards
086020		5/2/2019	Petty Cash	117.89	Petty Cash Reimbursement
086021		5/2/2019	Phoenix Group Information Systems	2,939.36	March 2019 Minimum Processing Fee: Parking Citations
086022		5/2/2019	Priscilla Kinnard	27.26	Mileage Reimbursement (City errands)
086023		5/2/2019	Salazar Landscaping	8,649.00	Landscape Maintenance April 2019
086024		5/2/2019	Sheriff's Department	441,988.62	Public Safety Services: 01-03-19 & 01-17-19 Public Safety Services: 02-01-19 to 02-28-19 Public Safety Services: 02-12-19 to 02-17-19 Public Safety Services: 12-02-18 to 12-25-18 Public Safety Services: 12-12-18

City of Maywood
Detail Warrants for Payment
Warrants No. 085981 to 086031

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086025		5/2/2019	Siemens Industry, Inc	17,450.42	Traffic Signal Upgrade April 2019
086026		5/2/2019	So Cal Industries	461.13	Traffic Signal Upgrade February 2019
086027		5/2/2019	Staples Business Advantage	339.19	Portable Rtrm 4801 E 58th St (Maywood Park/Baseball Field)
086028		5/2/2019	Total Funds	350.00	Office Supplies
086029		5/2/2019	U.S. Bank Corporate Payment System	6,595.97	Postage Machine
					Credit Card Expense
					-Certificate Paper-Baudville
					-Costco Office Supplies
					-GoDaddy City's Domain Registration Renewal
					-Public Works Tools Home Depot
					-CCCA Municipal Seminar Councilmember Alvarez & Councilmember Medina
					-League of CA Cities Leadership Workshop Mayor De La Riva
					-CalCPA Training Webcast Fund Accountant Veronica Alvarez & Finance Director Ofelia Mancera
					-CSMFO Training-Accounting Specialists Adrien Perez & Raul Herrera
					-Customer Service Training-Customer Service Representative Karla Barajas
					-City Clerks Association-Deputy City Clerk Priscilla Kinnard
					-Office Furniture Council - Wayfair & Walmart
086030		5/2/2019	West Coast Arborists, Inc.	840.00	Tree Stump Removal 52nd Street
086031		5/2/2019	Willdan Engineering	697.50	Maywood Planning Services rendered through 03/29/2019
TOTAL:				\$524,953.12	



AGENDA 4
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MAY 8, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD SUPPORTING BALANCED ENERGY SOLUTIONS
AND MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS

RECOMMENDATION

The City Council adopt the Resolution supporting balanced energy solutions and maintaining local control of energy solutions.

FISCAL IMPACT

There is no fiscal impact.

LEGAL REVIEW

The City Attorney drafted this report.

BACKGROUND

The state legislature and state agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state's climate goals.

A proposal which did not pass the Legislature last year would have required all new buildings built after 2022 to be all electric, and would have required existing buildings to be retrofitted to be all electric by 2030. The proposed resolution, requested and supported by the Southern California Gas Company, supports choice of energy to allow residents the ability to have electricity and/or natural gas in their homes or businesses.

DISCUSSION

The City understands the need to mitigate the impacts of climate change and is committed to doing its part to help the state achieve its climate goals. There is a need for clean, affordable and reliable energy to the material health, safety and well-being of Maywood residents and to attract and retain local businesses, create jobs and spur economic development.

The City, its residents and businesses value local control and the right to choose the policies and investments that most affordably and efficiently enable them to comply with state requirements. Building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for the City's residents and businesses. In addition, relying on a single energy delivery system unnecessarily increases vulnerabilities to nature and man-made disasters, and a diversity of energy delivery systems and resources contribute to greater reliability and community resilience.

The City requires the flexibility to mitigate the impacts of climate change in a manner that best serves the needs of its residents and businesses. The attached resolution affirms that the City supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's climate goals. It also opposes proposed state legislation and policy that eliminate local control by mandating technologies that can be used to power buildings and fuel vehicles, and also meet or exceed emission reductions regulations.

ATTACHMENT(S)

Attachment No. 1 – Proposed Resolution No. 6028

RESOLUTION NO. 6028

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD
SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING
LOCAL CONTROL OF ENERGY SOLUTIONS**

Whereas California's energy policies are critical to reducing greenhouse gas emissions and reducing the impact of climate change on our citizens; and

Whereas the state legislature and state agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state's climate goals; and

Whereas clean, affordable and reliable energy is crucial to the material health, safety and well-being of the City of Maywood residents, particularly the most vulnerable, who live on fixed incomes, including the elderly and working families who are struggling financially; and

Whereas the need for clean, affordable and reliable energy to attract and retain local businesses, create jobs and spur economic development is vital to our city's success in a highly competitive and increasingly regional and global marketplace; and

Whereas the City of Maywood, its residents and businesses value local control and the right to choose the policies and investments that most affordably and efficiently enable them to comply with state requirements; and

Whereas building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for the City of Maywood residents and businesses; and

Whereas the City understands that relying on a single energy delivery system unnecessarily increases vulnerabilities to natural and man-made disasters, and that a diversity of energy delivery systems and resources contribute to greater reliability and community resilience; and

Whereas the City of Maywood understands the need to mitigate the impacts of climate change and is committed to doing its part to help the state achieve its climate goals, but requires the flexibility to do so in a manner that best serves the needs of its residents and businesses.

NOW, THEREFORE, the City Council of the City of Maywood, California, does hereby resolve, determine, and order as follows:

Section 1. The City Council supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's climate goals and supports proposed state legislation and regulation that retains local control by allowing all technologies and energy resources that can power buildings and fuel vehicles, and also meet or exceed emissions reductions regulations.

Section 2. This Resolution shall be effective immediately upon its passage and approval.

Section 3. 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 8th day of May 2019.

Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6028 was adopted at a regular meeting of the City Council of the City of Maywood held on the 8th day of May, 2019 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Gerardo Mayagoitia, City Clerk



AGENDA 5
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MAY 8, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR
DAN GARCIA, CITY ENGINEER

RE: DIRECT STAFF TO FILE A NOTICE OF COMPLETION FOR THE
SEWER REPLACEMENT PROJECT

RECOMMENDATION

It is recommended that the City Council accept the completed project and direct staff to file a Notice of Completion for the Sewer Replacement Project.

FISCAL IMPACT

This action has no fiscal impact.

LEGAL REVIEW

Reviewed by the City Attorney.

BACKGROUND

On February 28, 2018, the City Council awarded a contract to Lucas Builders, Inc. (LBI) in an amount not-to-exceed \$962,817.00 for the United States Environmental Protection Agency (USEPA) and CDBG Sewer Replacement Project. A CDBG appropriation in the amount of \$574,817.00 and an USEPA appropriation of \$388,000.00 were approved for the project. The project involved replacement of deficient sewer lines on Randolph St, Pine Ave, Clarkson Ave,

and 61st St with larger capacity sewer lines to accommodate additional flow. The project also involved restoration of roadway trenches and restriping.

DISCUSSION

The Project was completed on April 9, 2019 to the satisfaction of the City Engineer. The Project was inspected and it meets all standards and requirements within the Project Specifications. There were a total of eight change orders which resulted in a net increase of \$12,466.58 with a final contract cost of \$975,283.58. However, due to unused contract quantities, the final construction cost was \$928,968.08. It is requested that the City Council formally accept the Project and file a Notice of Completion with the Los Angeles County Clerk-Recorder for the Project. If there are no claims from subcontractors within 30 days after such filing the 5% retention payment can then be released to Lucas Builders, Inc.

ATTACHMENT(S)

Attachment No. 1 - Notice of Completion for the USEPA/CDBG Sewer Replacement Project

This page is part of your document - DO NOT DISCARD



20190470366



Pages:
0002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

05/22/19 AT 02:31PM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201905223000043

00016629231



009834846

SEQ:
01

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

**RECORDING REQUESTED BY
CITY OF MAYWOOD**

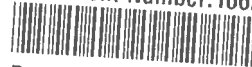
WHEN RECORDED MAIL TO:

City of Maywood

4319 East Slauson Avenue

Attn: David Mango, Director of Building and Planning

Document Number: 16629231



Batch Number: 9834846



**Official Business Document Entitled
To Free Recording Per Government Code
Sections 6103 and 27383**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

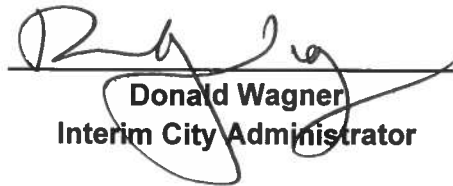
NOTICE PURSUANT TO CIVIL CODE SECTION 3093, MUST BE FILED WITHIN 10 DAYS AFTER COMPLETION

Notice is hereby given that:

1. The undersigned is owner of or 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 East Slauson Avenue, Maywood, California 90270.
4. The nature of the interest or estate is: In fee.
5. The work of improvements(s) on the property hereinafter described was completed on April 9, 2019. The work done was the Sewer Replacement Project.
6. The name of Contractor for such work improvement was Lucas Builders, Inc.
7. The property on which said work of improvement was completed is in the City of Maywood, County of Los Angeles, State of California, and is described as follows: The project includes replacement of existing deficient sewer lines with larger capacity sewer lines on Randolph St, Pine Ave, Clarkson Ave, and 61st St.

DATED: May 8, 2019

CITY OF MAYWOOD

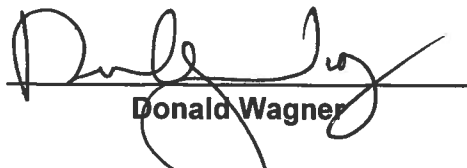

Donald Wagner
Interim City Administrator

VERIFICATION

I, the undersigned, say, I am the Chief Administrative Officer of the City, the declarant of the foregoing notice of completion: I have read said notice of completion and know the contents thereof; the same is true of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 8, 2019, at Maywood, California


Donald Wagner



AGENDA 6
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MAY 8, 2019
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR
BY: DAN GARCIA, CITY ENGINEER
RE: AWARD CONTRACT FOR THE INSTALLATION OF THREE BUS STOPS ON SLAUSON AVENUE

RECOMMENDATION

It is recommended that the City Council award a contract to Humphrey Constructors in an amount not to exceed \$71,500.00 for the installation of three bus stop shelters on Slauson Avenue and authorize the Mayor to execute the contract.

FISCAL IMPACT

Proposition C Fund appropriation of \$71,500.00 is available for this Project.

LEGAL REVIEW

This item has been reviewed by the City Attorney.

BACKGROUND

City Council authorized staff to advertise a Notice Inviting Bids (NIB) on February 27, 2019 where the Proposals were due on April 18, 2019 at 2:00 pm when the City performed a Bid Opening.

The bus stops being installed are on eastbound Slauson Avenue at Maywood Avenue and Loma Vista Avenue and westbound Mayflower Avenue. The bus stop on Mayflower is existing and was damaged and will be removed as part of this project before installation.

DISCUSSION

On April 18, 2019, the City received and publicly read three (3) bids with the following results:

- | | | |
|----|-------------------------------|---------------|
| 1. | Humphrey Constructors | \$71,500.00 |
| 2. | AP Construction | \$106,750.00 |
| 3. | Palp, Inc. (DBA Excel Paving) | \$131,8000.00 |

Staff reviewed the bid documents for completeness and accuracy and has investigated background information for the contractors submitting bids. Staff has found that Humphrey Constructors is the lowest responsive bidder based on California Public Contract laws and is qualified to complete the work as specified for this project. Staff reviewed references and verified that the State Contractors license for Humphrey Constructors is current and in good standing.

Accordingly, Staff recommends that they be awarded this contract.

ATTACHMENT(S)

Attachment No. 1 - Humphrey Constructors Contract Services Agreement

CONTRACT SERVICES AGREEMENT

By and Between

**THE CITY OF MAYWOOD,
A MUNICIPAL CORPORATION**

and

HUMPHREY CONSTRUCTORS

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF MAYWOOD, CALIFORNIA
AND
HUMPHREY CONSTRUCTORS**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 20____ by and between the City of Maywood, a municipal corporation ("City") and Humphrey Constructors, ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."). (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Maywood's Municipal Code, City has authority to enter into this Agreement Services Agreement and the Chief Administrative Officer has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For

purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any

non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor 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. The Contractor shall abide by the following labor laws:

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor's Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records. Pursuant to Labor Code Section 1771.4, Contractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

8. Contractor shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its

subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all

consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

City shall have the right to have similar work completed by other contractors at the discretion of the City.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements".

COMPENSATION AND METHOD OF PAYMENT.

1.12 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the Exhibit entitled "Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Seventy-One Thousand Five Hundred Dollars (\$ 71,500.00) (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

1.13 Method of Compensation.

The method of compensation shall include payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum.

Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for construction materials approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

1.14 Invoices.

Each month, Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), materials, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

1.15 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 2. PERFORMANCE SCHEDULE

2.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

2.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A" SP.10 and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

2.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes,

wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

2.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

2.5 Term.

Unless earlier terminated in accordance with GC 10 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof.

ARTICLE 3. COORDINATION OF WORK

3.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Richard Humphrey
(Name)

President
(Title)

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the

foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

3.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

3.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Chief Administrative Officer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Chief Administrative Officer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

3.5 Prohibition against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted

hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

ARTICLE 4. INSURANCE, INDEMNIFICATION AND BONDS

4.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a

financial category Class VII or better, unless such requirements are waived by the City's Interim Chief Administrative Officer or other designee of the City due to unique circumstances.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

4.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers.

Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

4.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

4.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

4.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of

Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

5.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) 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 there under. City retains the right, 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, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

6.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

6.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of five hundred dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "C"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

6.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the

reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

6.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

6.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

7.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, CITY OF MAYWOOD, City Hall, 4319 E. Slauson Avenue, Maywood, California 90270 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterpart shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and

understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MAYWOOD, a municipal corporation

Donald Wagner, Interim City Administrator

ATTEST:

City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney
Richards Watson and Gershon Law

CONTRACTOR:

Humphrey Constructors

By: [Signature]
Name: Richard Humphrey
Title: President

By: _____
Name: _____
Title: _____

Address: 21314 Hideout Dr.

Diamond Bar CA 91765

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.



AGENDA 7
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 27, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: DAN GARCIA, CITY ENGINEER

RE: OBTAIN AUTHORIZATION TO ADVERTISE A REQUEST FOR PROPOSALS (RFP) FOR MS4 PERMIT FACILITY PROGRAM INSPECTION SERVICES

RECOMMENDATION

That the City Council authorizes the advertisement of a Request for Proposal (RFP) for the Municipal Separate Storm Sewer System (MS4) Permit Facility Program Inspection Services.

FISCAL IMPACT

This action has no fiscal impact at this time. At time of award, the City's Measure W Funds can be used for this purpose.

LEGAL REVIEW

This item has been reviewed by the City Attorney.

BACKGROUND

The City is required to be in compliance with the MS4 National Pollutant Discharge Elimination System (NPDES) Permit. The MS4 Permit requires permittees to develop and implement, within their applicable jurisdictions, programs that perform NPDES storm water inspections at commercial and

industrial facilities, educate and assist property and business owners on actions needed to comply with the applicable MS4 Permit(s) and County and State storm water regulations, and appropriately document compliance with these requirements. This project proposes to bring the City in compliance with the first round of Industrial/Commercial (I/C) facility inspections required by the MS4 Permit.

DISCUSSION

The MS4 Permit directs permittees to implement an I/C Facilities Program to track, educate, inspect, and ensure compliance at critical storm water pollutant source facilities. The Facilities Program must be designed to prevent illicit discharges into the MS4 and receiving waters, reduce industrial/commercial discharges of storm water to the maximum extent practicable, and prevent industrial/commercial discharges from the MS4 from causing or contributing to a violation of receiving water limitations. The industrial and commercial critical source facilities that must be inspected include restaurants, automotive service, retail gasoline outlets (RGOs), nursery centers, and any other facilities determined by the MS4 permittee to contribute substantial pollutant loads.

The MS4 Permit requires the City to inspect all I/C facilities twice during the five year term of the Order, provided that the first mandatory compliance inspection occurs no later than two years after the effective date of this order. This is the City's first round of inspections for the second five year term of the MS4 Permit IC Facility program. There are approximately 100 Industrial and Commercial Facilities located within the City limits that are subject to NPDES MS4 Permit I/C Facility Inspections.

ATTACHMENT(S)

Attachment No. 1 - RFP for MS4 Permit Facility Program inspection services



**CITY OF MAYWOOD
REQUEST FOR PROPOSALS
MS4 PERMIT FACILITY PROGRAM INSPECTION SERVICES**

NOTICE IS HEREBY GIVEN that separate sealed Proposals will be received at the City of Maywood City Clerk's Office, 4319 East Slauson Avenue, Maywood, CA 90270, phone (323) 562-5700 until 2:00 p.m. on Thursday, June 13, 2019.

All proposals must be sealed and clearly identify the Respondent's name, and address.

The City of Maywood hereby notifies all Respondents that it will affirmatively insure that in any contract entered into pursuant to this invitation, the City will not discriminate against any Respondent on the grounds of race, color, sex, or national origin in consideration for the award.

All Respondents shall be aware that their Proposal Package is deemed public records and may be subject to disclosure upon request. The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any bid received, and to be the sole judge of the merits of the proposals received.

Notice for Request for Proposal (RFP) posted and issued.....	May 9, 2019
Deadline for receipt of Questions.....	June 6, 2019 at 4:00 PM
Addenda – Answers to Questions Released.....	June 10, 2019
Deadline for receipt of Proposals.....	June 13, 2019 at 2:00 PM
Interviews (Optional).....	To Be Determined
Contract awarded by City Council.....	July 10, 2019

All inquiries to this proposal shall be submitted via mail or in person to:

Dan Garcia, PE, REA, CPP
City Engineer
City of Maywood
4319 East Slauson Avenue
Maywood, CA 90270
drgarcia@interwestgrp.com
(310) 968-7264

**CITY OF MAYWOOD
REQUEST FOR PROPOSALS
MS4 PERMIT I/C FACILITY PROGRAM INSPECTION SERVICES**

A. INTRODUCTION

The City is required to be in compliance with the MS4 National Pollutant Discharge Elimination System (NPDES) Permit. The MS4 Permit requires permittees to develop and implement, within their applicable jurisdictions, programs that perform NPDES stormwater inspections at commercial and industrial facilities, educate and assist property and business owners on actions needed to comply with the applicable MS4 Permit(s) and County and State stormwater regulations, and appropriately document compliance with these requirements. This project proposes to bring the City in compliance with the first round of Industrial/Commercial (I/C) facility inspections required by the MS4 Permit.

The MS4 Permit directs permittees to implement an I/C Facilities Program to track, educate, inspect, and ensure compliance at critical stormwater pollutant source facilities. The Facilities Program must be designed to prevent illicit discharges into the MS4 and receiving waters, reduce industrial/commercial discharges of storm water to the maximum extent practicable, and prevent industrial/commercial discharges from the MS4 from causing or contributing to a violation of receiving water limitations. The industrial and commercial critical source facilities that must be inspected include restaurants, automotive service, retail gasoline outlets (RGOs), nursery centers, and any other facilities determined by the MS4 permittee to contribute substantial pollutant loads.

The MS4 Permit requires the City to inspect all I/C facilities twice during the five year term of the Order, provided that the first mandatory compliance inspection occurs no later than two years after the effective date of this order. This is the City's first round of inspections for the second five year term of the MS4 Permit IC Facility program. There are approximately 100 Industrial and Commercial Facilities located within the City limits that are subject to NPDES MS4 Permit I/C Facility Inspections.

B. SCOPE OF WORK AND PROPOSAL ITEMS

I. General Description

The provided scope of services will include:

- Inspection of critical I/C sources per Exhibit "A" scope of services.
- Education of best management practices requirements applicable to the site
- Progressive enforcement to ensure the I/C facilities are brought into compliance with all stormwater requirements within a reasonable time period.

II. Payment

Payments will be made within thirty (30) days after an invoice has been approved by the City's designated representative. Copies of all invoices for supplies, materials, and installed equipment shall be included with the invoice.

VI. Working Day

The Consultants working day activities shall be limited to the hours of 7:00A.M. to 5:00P.M., Monday through Friday, excluding designated City holidays. Deviations from normal working hours will not be allowed without prior written consent of the City.

VII. Schedule

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IX. Proposal Requirements

The proposal shall describe the methodology to be used to accomplish each of the project tasks and services expected as defined in the Scope of Work. The Proposal shall also describe the work that shall be necessary to satisfactorily complete the tasks and service requirements.

Please note that this Request for Proposals cannot identify each specific, individual task required to successfully and completely implement this project. The City of Maywood relies on the professionalism and competence of the Proposing Contractor to be knowledgeable of the general areas identified in the Scope of Work and of adequate competence to include in its proposal all required tasks and subtasks, personnel commitments, man hours, direct and indirect costs, etc. The City of Maywood will not approve addenda to the Contractor's agreement which do not involve a substantial change from the general Scope of Work identified in this Request for Proposal.

a. Criteria

Each Proposal Package shall consist of the format described below. Due to demands on the time of the Selection Committee members, please limit your submittal to 25 pages and number all pages. Submittals that are longer in length or do not conform to the submittal format described below may be removed from consideration at the discretion of the City. The cover letter, required forms, tabs, dividers, and appendix do not count toward the page limit. Submittals shall include:

1. One (1) printed copy marked "Original" and containing an original signature.
2. Three (3) printed copies marked "Duplicate".
3. One (1) complete electronic copy in pdf format on a compact disc or flash drive.

b. Responses shall be organized into five (5) sections

1. Information/background on the Contractor Provide a brief introduction, address the size of the firm, the number of years in business, the availability of the firm to perform the tasks and services requested, and the history of the firm. Include key contact information (address, phone, fax, and email). Refer to the "Company Background" and "Negative History" requirements listed above.

2. Key Personnel/Qualifications

Provide a brief resume for each of the key persons proposed to work on this project. Credentials of corporate executives or firm principals are not necessary or desired unless these individuals will play an active role in the proposed project. Any key sub-contractors proposed should be identified, and information on their respective role in the project shall be included. Refer to "Qualified Personnel" requirements listed above.

3. Past Experience/References

Refer to "Company Background" listed above.

4. Understanding of Scope of Work and Work Proposal Demonstrate the understanding of the tasks and services requested in the Scope of Work, and provide the Work Proposal/Approach to accomplish the services described in this Request for Proposals.

5. Cost Proposal: The Contractor shall provide a Cost Proposal for the following items:

- i. Preventive Maintenance – Total Annual Amount
- ii. Emergency Response Work – Hourly labor rate and overtime labor rate; vehicle and equipment fee schedule; material mark-up rate
- iii. Underground Service Alert – Rate per occurrence

c. Due Date

All proposals must be received in the City of Maywood, City Clerk's Office by **2:00 P.M., Thursday, June 13, 2019**. It is the responsibility of the Proposer to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by the City of Maywood, City Clerk's Office prior to the proposal due date and time. Late proposals will be not be accepted. Proposals shall be clearly marked and identified and must be

submitted to:

City of Maywood
City Clerk's Office
4319 E. Slauson Avenue
Maywood, CA 90270

All inquiries and responses to this proposal shall be submitted via mail or in person to:

Dan Garcia, PE, REA, CPP
City Engineer
City of Maywood
4319 East Slauson Avenue
Maywood, CA 90270
drgarcia@interwestgrp.com
(310) 968-7264

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP (sent out by Monday, June 10, 2019). The deadline for all questions is Thursday, June 6, 2019 at 4:00 PM. Questions received after this date and time may not be answered. Only questions that have been resolved in writing will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

d. Delivery

Proposals must be delivered in a SEALED envelope/package and shall state the following on the outside of the envelope: "MS4 Permit I/C Facility Program Inspection Services".

e. Contractor Selection

Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements. Failure to meet the requirements of the Request for Proposals may be cause for rejection of the proposal. The evaluation committee may ask for interviews. Attendance at any such interview will be at the Proposer's expense. The evaluation committee will make a

recommendation of the Contractor for a contract to be awarded by the City Council.

The City reserves the right to reject any or all proposals and to determine which proposal is, in the City's judgment, the most responsive. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. Costs for developing, submitting, and presenting proposals are the sole responsibility of the Proposer and claims for reimbursement will not be accepted by the City.

f. Award of Contract

It is the City's intent to award a single contract to the contractor that can best meet the requirements of the Request for Proposals document. The City reserves the right to award a contract to multiple contractors or a single contractor or to make no award, whichever is in the best interest of the City.

g. Business License

The successful Contractor that is awarded the contract will be required to be licensed in accordance with the City of Maywood Business License Ordinance of the Maywood Municipal Code.

h. Insurance Requirements

The selected Consultant shall maintain in force at all times during the performance of this contract the following insurance policies:

1. Comprehensive General Liability, including contractual liability, products and completed operations and business automobile liability, all of which will include coverage for both bodily injury and property damage with a combined single limit of \$2,000,000. The City shall be named as "additional insured" on all policies required to be furnished.
2. Professional liability coverage with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

3. Workers' Compensation coverage at statutory limits.
4. The consultant shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors, and have adequate insurance to cover such negligent acts, errors and omissions with limits of \$2,000,000.

C. GENERAL TERMS AND CONDITIONS

Accompanying this RFP is Appendix A, which contains a copy of the standard City contract the selected consultant will be required to sign for this project. Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Appendix A in the Proposal Cover letter, or list their objections and requested revisions in the contract requirements for City's consideration.

**D. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
PARTICIPATION REQUIREMENT**

The City of Maywood is committed to fulfilling the spirit and intent of the Disadvantaged Business Enterprise (DBE) Program regulations published under Title 49 CFR Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Programs. It is the policy of the City of Maywood to ensure that disadvantaged business enterprises have equitable access to participate in all federally funded projects. Further, it is the policy of the City of Maywood to promote equal opportunity and nondiscrimination on the basis of race, color, sex, or national origin in the award and/or performance of any federally funded, or in the administration of its DBE program or the requirements of 49 CFR Part 26. While the City is not requiring a specific DBE participation on this contract, DBE participation may be required in future CIP contracts, which are federally funded.

**E. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP
PREPARATION**

The City shall not be liable for any pre-contractual expenses incurred by any bidder or by any selected consultant. Each bidder shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by,

or on behalf of, the entity participating in the preparation of its response to this Request for Proposals. Pre-contractual expenses are defined as expenses incurred by bidders and the selected consultant, if any, in:

- Preparing and submitting information in response to this Request for Proposals.
- Negotiations with the City on any matter related to this procurement.
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a bidder/consultant prior to the date of award and a formal notice to proceed. The City reserves the right to amend, withdraw and cancel this request. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals.

APPENDIX A

SAMPLE CONTRACT

CITY OF MAYWOOD

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____ 2019 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

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

B. Consultant 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 Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant 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 Consultant Representative shall be _____ (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant 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. Consultant 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. Consultant 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 Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

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

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

B. Expenses. The City will not reimburse Consultant for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in the 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 Consultant Representative authorize such services in writing prior to Consultant'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. Consultant 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 Consultant 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 Consultant. Notwithstanding the preceding sentence, if Consultant 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. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Consultant. Consultant is, and shall at all times remain as to City, a wholly independent Consultant. Consultant 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 Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant 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. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to

any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 Consultant 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 Consultant's permission. Consultant 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 Consultant.

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

7. Conflicts of Interest. Consultant and its officers, employees, associates and subconsultants, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant'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, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant 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, Consultant 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 Consultants 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 Consultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant 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. Consultant 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. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant 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 Consultant's subconsultant, its officers, agents, servants,

employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subconsultant 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. Consultant'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. Consultant 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 Consultant 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. Consultant'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. Consultant 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 Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant 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 Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant 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 Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

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

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

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

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subconsultants from waiving the right of subrogation prior to a loss. Consultant 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, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant 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, Consultant 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 Consultant 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 Consultant'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 Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant 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. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant 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. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

K. SubConsultant Insurance Requirements. Consultant shall require each of its subconsultants 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 Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

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

11. Records and Inspections. Consultant 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. Consultant 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 Consultant at least ten calendar days before the termination is to be effective. Consultant 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. Consultant 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 Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant 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 Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant 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 Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant 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 Consultant 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 Consultant'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 Administrator
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Consultant:

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, sub-Consultant 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. Consultant will take affirmative action to ensure that subconsultants 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. Consultant 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 Consultant 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 Consultant 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 Consultant for anything done, furnished or relating to Consultant'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 Consultant, its employees, subconsultants 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 Consultant, its employees, subconsultants and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant 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 Consultant. 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 Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant 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 Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant'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 Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive

statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

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

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

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

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

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

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

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

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

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

City:

Consultant:

City of Maywood,
a California municipal corporation

By: _____
Eduardo De La Riva
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
SCOPE OF SERVICES

The provided scope of services will include:

- Inspection of critical I/C sources per Exhibit "A" scope of services.
- Education of best management practices requirements applicable to the site
- Progressive enforcement to ensure the I/C facilities are brought into compliance with all stormwater requirements within a reasonable time period.

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

MS4 PERMIT I/C

FACILITY PROGRAM INSPECTION SERVICES PER
ORDER NO. R4-2012-0175



CITY OF MAYWOOD
4319 EAST SLAUSON AVENUE
MAYWOOD, CA 90270

VI.D.6 Industrial/Commercial Facilities Program

a. General

- i. Each Permittee shall implement an Industrial / Commercial Facilities Program that meets the requirements of this Part VI.D.6. The Industrial / Commercial Facilities Program shall be designed to prevent illicit discharges into the MS4 and receiving waters, reduce industrial / commercial discharges of storm water to the maximum extent practicable, and prevent industrial / commercial discharges from the MS4 from causing or contributing to a violation of receiving water limitations. At a minimum, the Industrial / Commercial Facilities Program shall be implemented in accordance with the requirements listed in this Part VI.D.6, or as approved in a Watershed Management Program per Part VI.C. Minimum program components shall include the following components:
 - (1) Track
 - (2) Educate
 - (3) Inspect
 - (4) Ensure compliance with municipal ordinances at industrial and commercial facilities that are critical sources of pollutants in storm water

b. Track Critical Industrial/Commercial Sources

- i. Each Permittee shall maintain an updated watershed-based inventory or database containing the latitude / longitude coordinates of all industrial and commercial facilities within its jurisdiction that are critical sources of storm water pollution. The inventory or database shall be maintained in electronic format and incorporation of facility information into a Geographical Information System (GIS) is recommended. Critical Sources to be tracked are summarized below:
 - (1) Commercial Facilities
 - (a) Restaurants
 - (b) Automotive service facilities (including those located at automotive dealerships)
 - (c) Retail Gasoline Outlets
 - (d) Nurseries and Nursery Centers (Merchant Wholesalers, Nondurable Goods, and Retail Trade)

- (2) USEPA "Phase I" Facilities [as specified in 40 CFR §122.26(b) (14)(i)-(xi)]
 - (3) Other federally-mandated facilities [as specified in 40 CFR §122.26(d)(2)(iv)(C)]
 - (a) Municipal landfills
 - (b) Hazardous waste treatment, disposal, and recovery facilities
 - (c) Industrial facilities subject to section 313 "Toxic Release Inventory" reporting requirements of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) [42 U.S.C. § 11023]
 - (4) All other commercial or industrial facilities that the Permittee determines may contribute a substantial pollutant load to the MS4.
- ii. Each Permittee shall include the following minimum fields of information for each critical source industrial and commercial facility identified in its watershed-based inventory or database:
- (1) Name of facility
 - (2) Name of owner/ operator and contact information
 - (3) Address of facility (physical and mailing)
 - (4) North American Industry Classification System (NAICS) code
 - (5) Standard Industrial Classification (SIC) code
 - (6) A narrative description of the activities performed and/or principal products produced
 - (7) Status of exposure of materials to storm water
 - (8) Name of receiving water
 - (9) Identification of whether the facility is tributary to a CWA § 303(d) listed water body segment or water body segment subject to a TMDL, where the facility generates pollutants for which the water body segment is impaired.
 - (10) Ability to denote if the facility is known to maintain coverage under the State Water Board's General NPDES Permit for the Discharge of Stormwater Associated with Industrial Activities (Industrial General

Permit) or other individual or general NPDES permits or any applicable waiver issued by the Regional or State Water Board pertaining to storm water discharges.

(11) Ability to denote if the facility has filed a No Exposure Certification with the State Water Board.

iii. Each Permittee shall update its inventory of critical sources at least annually. The update shall be accomplished through collection of new information obtained through field activities or through other readily available inter- and intra-agency informational databases (e.g., business licenses, pretreatment permits, sanitary sewer connection permits, and similar information).

c. Educate Industrial / Commercial Sources

i. At least once during the five-year period of this Order, each Permittee shall notify the owner/operator of each of its inventoried commercial and industrial sites identified in Part VI.D.6.b of the BMP requirements applicable to the site/source.

ii. Business Assistance Program

(1) Each Permittee shall implement a Business Assistance Program to provide technical information to businesses to facilitate their efforts to reduce the discharge of pollutants in storm water. Assistance shall be targeted to select business sectors or small businesses upon a determination that their activities may be contributing substantial pollutant loads to the MS4 or receiving water. Assistance may include technical guidance and provision of educational materials. The Program may include:

(a) On-site technical assistance, telephone, or e-mail consultation regarding the responsibilities of business to reduce the discharge of pollutants, procedural requirements, and available guidance documents.

(b) Distribution of storm water pollution prevention educational materials to operators of auto repair shops; car wash facilities; restaurants and mobile sources including automobile/equipment repair, washing, or detailing; power washing services; mobile carpet, drape, or upholstery cleaning services; swimming pool, water softener, and spa services; portable sanitary services; and commercial applicators and distributors of pesticides, herbicides and fertilizers, if present.

d. Inspect Critical Commercial Sources

- i. **Frequency of Mandatory Commercial Facility Inspections** Each Permittee shall inspect all commercial facilities identified in Part VI.D.6.b twice during the 5-year term of the Order, provided that the first mandatory compliance inspection occurs no later than 2 years after the effective date of this Order. A minimum interval of 6 months between the first and the second mandatory compliance inspection is required. In addition, each Permittee shall implement the activities outlined in the following subparts.
- ii. **Scope of Mandatory Commercial Facility Inspections** Each Permittee shall inspect all commercial facilities to confirm that storm water and non-storm water BMPs are being effectively implemented in compliance with municipal ordinances. At each facility, inspectors shall verify that the operator is implementing effective source control BMPs for each corresponding activity. Each Permittee shall require implementation of additional BMPs where storm water from the MS4 discharges to a significant ecological area (SEA), a water body subject to TMDL provisions in Part VI.E, or a CWA § 303(d) listed impaired water body. Likewise, for those BMPs that are not adequately protective of water quality standards, a Permittee may require additional site-specific controls.

e. Inspect Critical Industrial Sources

Each Permittee shall conduct industrial facility compliance inspections as specified below.

- i. **Frequency of Mandatory Industrial Facility Compliance Inspections**

- (1) **Minimum Inspection Frequency**

Each Permittee shall perform an initial mandatory compliance inspection at all industrial facilities identified in Part VI.D.6.b no later than 2 years after the effective date of this Order. After the initial inspection, all facilities that have not filed a No Exposure Certification with the State Water Board are subject to a second mandatory compliance inspection. A minimum interval of 6 months between the first and the second mandatory compliance inspection is required. A facility need not be inspected more than twice during the term of the Order unless subject to an enforcement action as specified in Part VI.D.6.h below.

- (2) **Exclusion of Facilities Previously Inspected by the Regional Water**

Board Each Permittee shall review the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS)

²⁴ database at defined intervals to determine if an industrial facility has recently been inspected by the Regional Water Board. The first interval shall occur approximately 2 years after the effective date of the Order. The Permittee does not need to inspect the facility if it is determined that the Regional Water Board conducted an inspection of the facility within the prior 24 month period. The second interval shall occur approximately 4 years after the effective date of the Order. Likewise, the Permittee does not need to inspect the facility if it is determined that the Regional Water Board conducted an inspection of the facility within the prior 24 month period.

(3) No Exposure Verification

As a component of the first mandatory inspection, each Permittee shall identify those facilities that have filed a No Exposure Certification with the State Water Board. Approximately 3 to 4 years after the effective date of the Order, each Permittee shall evaluate its inventory of industrial facilities and perform a second mandatory compliance inspection at a minimum of 25% of the facilities identified to have filed a No Exposure Certification. The purpose of this inspection is to verify the continuity of the no exposure status.

(4) Exclusion Based on Watershed Management Program A Permittee is exempt from the mandatory inspection frequencies listed above if it is implementing industrial inspections in accordance with an approved Watershed Management Program per Part VI.C.

ii. Scope of Mandatory Industrial Facility Inspections Each Permittee shall confirm that each industrial facility:

- (1) Has a current Waste Discharge Identification (WDID) number for coverage under the Industrial General Permit, and that a Storm Water Pollution Prevention Plan (SWPPP) is available on-site; or
- (2) Has applied for, and has received a current No Exposure Certification for facilities subject to this requirement;

- (3) Is effectively implementing BMPs in compliance with municipal ordinances. Facilities must implement the source control BMPs identified in Table 10, unless the pollutant generating activity does not occur. The Permittees shall require implementation of additional BMPs where storm water from the MS4 discharges to a water body subject to TMDL Provisions in Part VI.E, or a CWA § 303(d) listed impaired water body. Likewise, if the specified BMPs are not adequately protective of water quality standards, a Permittee may require additional site-specific controls. For critical sources that discharge to MS4s that discharge to SEAs, each Permittee shall require operators to implement additional pollutant-specific controls to reduce pollutants in storm water runoff that are causing or contributing to exceedances of water quality standards.
- (4) Applicable industrial facilities identified as not having either a current WDID or No Exposure Certification shall be notified that they must obtain coverage under the Industrial General Permit and shall be referred to the Regional Water Board per the Progressive Enforcement Policy procedures identified in Part VI.D.2.

f. Source Control BMPs for Commercial and Industrial Facilities

Effective source control BMPs for the activities listed in Table 10 shall be implemented at commercial and industrial facilities, unless the pollutant generating activity does not occur:

Table 10. Source Control BMPs at Commercial and Industrial Facilities

Pollutant- Generating Activity	BMP Narrative Description
Unauthorized Non-Storm water Discharges	Effective elimination of non-storm water discharges
Accidental Spills/ Leaks	Implementation of effective spills/ leaks prevention and response procedures
Vehicle/ Equipment Fueling	Implementation of effective fueling source control devices and practices
Vehicle/ Equipment Cleaning	Implementation of effective equipment/ vehicle cleaning practices and appropriate wash water management practices
Vehicle/ Equipment Repair	Implementation of effective vehicle/ equipment repair practices and source control devices
Outdoor Liquid Storage	Implementation of effective outdoor liquid storage source controls and practices
Outdoor Equipment Operations	Implementation of effective outdoor equipment source control devices and practices
Outdoor Storage of Raw Materials	Implementation of effective source control practices and structural devices
Storage and Handling of Solid Waste	Implementation of effective solid waste storage/ handling practices and appropriate control measures
Building and Grounds Maintenance	Implementation of effective facility maintenance practices

MS4 Discharges within the
Coastal Watersheds of Los Angeles County

ORDER NO. R4-2012-0175
NPDES NO. CAS004001

Pollutant-Generating Activity	BMP Narrative Description
Parking/ Storage Area Maintenance	Implementation of effective parking/ storage area designs and housekeeping/ maintenance practices
Storm water Conveyance System Maintenance Practices	Implementation of proper conveyance system operation and maintenance protocols
Pollutant- Generating Activity	BMP Narrative Description from Regional Water Board Resolution No. 98-08
Sidewalk Washing	1. Remove trash, debris, and free standing oil/grease spills/leaks (use absorbent material, if necessary) from the area before washing; and 2. Use high pressure, low volume spray washing using only potable water with no cleaning agents at an average usage of 0.006 gallons per square feet of sidewalk area.
Street Washing	Collect and divert wash water to the sanitary sewer – publically owned treatment works (POTW). Note: POTW approval may be needed.

g. Significant Ecological Areas (SEAs)

See VI.D.6.e.ii.3.

h. Progressive Enforcement

Each Permittee shall implement its Progressive Enforcement Policy to ensure that Industrial / Commercial facilities are brought into compliance with all storm water requirements within a reasonable time period. See Part VI.D.2 for requirements for the development and implementation of a Progressive Enforcement Policy.

EXHIBIT B COMPENSATION

Payments will be made within thirty (30) days after an invoice has been approved by the City's designated representative. Copies of all invoices for supplies, materials, and installed equipment shall be included with the invoice.



AGENDA 8
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MAY 8, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY OF MAYWOOD ADOPTING A REVISED CHAPTER 42 OF THE MAYWOOD MUNICIPAL CODE TO PROHIBIT SMOKING IN CITY PARKS AND RECREATION AREAS

RECOMMENDATION

The City Council adopt the Ordinance adopting a revised Chapter 42 of the Maywood Municipal Code to prohibit smoking in City parks and recreation areas.

FISCAL IMPACT

There is no fiscal impact.

LEGAL REVIEW

The City Attorney drafted this report.

BACKGROUND

At the April 24, 2019 City Council meeting, the City Council introduced for first reading the ordinance prohibiting smoking in City parks and recreation areas with the amendment to the fine schedule in Section 5-42.03.

DISCUSSION

As required by the Government Code, the ordinance is presented to the City Council for second reading and adoption.

ATTACHMENT(S)

Attachment No. 1 – Ordinance No. 19-01

ORDINANCE NO. 19-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADOPTING A REVISED CHAPTER 42 OF THE MAYWOOD MUNICIPAL CODE TO PROHIBIT SMOKING IN CITY PARKS AND RECREATION AREAS AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Maywood values the health, welfare, and safety of its citizens and chooses to support proactive measures in an effort to meet this objective; and

WHEREAS, the City Council directed staff to develop a proposed ordinance to prohibit smoking and tobacco use in City parks and recreation areas; and

WHEREAS, tobacco use and exposure to secondhand smoke cause death and disease and impose great social and economic costs; and

WHEREAS, the Centers for Disease Control and Prevention has found that tobacco-related diseases is the nation's leading cause of preventable death.¹ The World Health Organization estimates that tobacco accounts for the greatest cause of death worldwide;² and

WHEREAS, the U.S. Surgeon General³, the U.S. Environmental Protection Agency⁴ and, the California Environmental Protection Agency⁵ has found secondhand smoke to be a public health risk^{6 7 8}; and

¹ U.S. Department of Health and Human Services. *The Health Consequences of Smoking — 50 Years of Progress A Report of the Surgeon General Executive Summary*. 2014. Available at: www.surgeongeneral.gov/library/reports/50-years-of-progress/exec-summary.pdf.

² World Health Organization. *Tobacco Fact Sheet No. 339*. July 2015. Available at: <http://www.who.int/mediacentre/factsheets/fs339/en/>

³ U.S. Department of U.S. Department of Health and Human Services. 2006 Surgeon General's Report—The Health Consequences of Involuntary Exposure to Tobacco Smoke. 2006. Available at: www.cdc.gov/tobacco/data_statistics/sgr/2006/index.htm.

⁴ U.S. Environmental Protection Agency. *Respiratory Health Effects of Passive Smoking: Lung Cancer and Other Disorders*. <https://www.epa.gov/aboutepa/epa-designates-passive-smoking-class-or-known-human-carcinogen>

⁵ Chemicals known to the state to cause cancer or reproductive toxicity. State of California Environmental Agency Office of Health Hazard Assessment Safe Drinking Water and Toxic Enforcement Act of 1986. 2015. Available at: www.oehha.ca.gov/prop65/prop65_list/files/P65single012315.pdf.

⁶ U.S. Department of Health and Human Services. *The Health Consequences of Smoking — 50 Years of Progress A Report of the Surgeon General Executive Summary*. 2014. Available at: www.surgeongeneral.gov/library/reports/50-years-of-progress/exec-summary.pdf.

⁷ Institute of Medicine. *Secondhand Smoke Exposure and Cardiovascular Effects: Making Sense of the Evidence*. Washington, DC; 2010. Available at: www.iom.edu/en/Reports/2009/Secondhand-Smoke-Exposure-and-Cardiovascular-Effects-Making-Sense-of-the-Evidence.aspx.

WHEREAS, electronic cigarettes, commonly known as e-cigarettes, e-cigars, e-cigarillos, e-pipes, and e-hookahs, are battery operated devices designed to look like and be used in the same manner as conventional tobacco products;⁹ and

WHEREAS, the U.S. Food and Drug Administration ("FDA") conducted laboratory analysis of electronic cigarettes and found harmful effects to humans;¹⁰ and

WHEREAS, the FDA has raised concerns that electronic cigarettes, which are often marketed in appealing flavors, can increase nicotine addiction among young people and may lead youth to try conventional tobacco products;¹¹ and

WHEREAS, electronic cigarettes often mimic conventional tobacco products in shape, size, and color, with the user exhaling a smoke-like vapor similar in appearance to the exhaled smoke from cigarettes and other conventional tobacco products;¹² and

WHEREAS, the California legislature enacted five separate bills, Senate Bills 5 and 7 and Assembly Bills 7, 9 and 11 (collectively "the Smoking Legislation"), which regulate tobacco and tobacco products. With limited exceptions, the Smoking Legislation does not preempt or otherwise prohibit the adoption of local standards, or enforcement of local ordinances, that impose greater restrictions than the State standards¹³; and

WHEREAS, Senate Bill 5 redefines tobacco products for purposes of the Stop Tobacco Access to Kids Enforcement Act to include electronic devices such as electronic cigarettes.

WHEREAS, it is the intent of the City Council in enacting this Ordinance to provide for the public health, safety, and welfare by discouraging smoking and tobacco use around non-tobacco users, where they live, work, and play; by reducing the

⁸ U.S. Department of Health and Human Services. *The Health Consequences of Smoking — 50 Years of Progress A Report of the Surgeon General Executive Summary*. 2014. Available at: www.surgeongeneral.gov/library/reports/50-years-of-progress/exec-summary.pdf.

⁹ Yamin, C.K., Bitton A., and Bates, D.W. *E-Cigarettes: A Rapidly Growing Internet Phenomenon*. *Annals of Internal Medicine*, 153:607-609, 2010.

¹⁰ <http://www.fda.gov/downloads/drugs/scienceresearch/ucm173250.pdf>

¹¹ U.S. Food and Drug Administration. *News Release, FDA and Public Health Experts Warn About Electronic Cigarettes*. July 22, 2009. Available at: www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm173222.htm

¹² McMillen, R., Maduka, J., and Winickoff, J. "Use of Emerging Tobacco Products in the United States." *Journal of Environmental and Public Health*.

¹³ Assembly Bill 7 expands the prohibition on smoking in the workplace to include owner-operated businesses and states that the regulation of smoking in the workplace is a matter of statewide concern thereby eliminating the need of local governments to enact workplace smoking restrictions. Assembly Bill 7 supersedes and renders unnecessary any local enactment regulating the smoking of tobacco products in workplaces unless any of the provisions of Assembly Bill 7 are repealed in which case local governments will have the right and authority to enforce previously enacted ordinances or to enact new ordinances prohibiting smoking in the workplace.

potential for children to wrongly associate smoking and tobacco use with a healthy lifestyle and by affirming and promoting a healthy environment in Maywood

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

Section 1. Chapter 42 of Title 5 (Public Welfare, Morals and Conduct) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

"CHAPTER 42 - SMOKING PROHIBITED IN PARKS AND RECREATION AREAS

5-42.01 - Definitions.

(a) "Electronic cigarette" shall mean an electronic and/or battery operated device, the use of which may resemble smoking or "vaping", which can be used to deliver an inhaled dose of nicotine or other substances. The term shall include every variation and type of such devices whether they are manufactured, distributed, marketed, or sold as an electronic cigarette, an e-cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product sold by or distributed by any other product name or descriptor. The term does not include any inhaler prescribed by a licensed doctor."

(b) "Park" shall mean City parks owned or controlled by the City of Maywood as designated in the City's General plan or by action of the City Council. Future facilities of the City designated in the General Plan or by action of the City Council as a park shall also be included in the definition of park without further amendment of this section.

(c) "Recreation area" shall mean areas open to the public for recreational purposes regardless of any fee or age requirement, including, for example, but not limited to parks, recreational facilities, picnic areas, playgrounds, tot lots, gardens, athletic fields, walking paths, bike paths, sports facilities, skateboard parks and other open spaces.

(d) "Smoke" or "smoking" means the engaging in an act that generates smoke or vapor, such as, for example: possessing, carrying or operating a lighted pipe, lighted cigar, lighted cigarette, or lighted hookah pipe of any kind; operating, lighting, igniting, activating or vaping an electronic cigarette; or lighting or igniting a pipe, cigar, cigarette, or hookah pipe of any kind including but not limited to, tobacco, cannabis, plant, chemicals or other smoking or combustible material. "Smoke" or "smoking" also means inhaling, exhaling, burning or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, electronic cigarette, pipe, hookah, tobacco, nicotine, marijuana, plant, chemicals or other smoking material in any manner or in any form.

Smoke also means the gases, particles or vapors released into the air as a result of combustion, electrical ignition, or vaporization, when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco, nicotine, or cannabis and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term

"smoke" includes, but is not limited to, tobacco smoke, vapors from an electronic smoking device, and cannabis smoke or any other like substance.

(e) "Tobacco product" means (1) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; and (2) any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.

Notwithstanding any provision of subsections (1) and (2) to the contrary, "tobacco product" includes any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately. "Tobacco product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

5-42.02 - Prohibition.

(a) Smoking or use of any tobacco product shall be prohibited in any park or recreation area.

(b) No person shall be in possession of a burning tobacco or tobacco-related product, including but not limited to cigarettes, cigars, pipes or similar devices in or upon any park or recreation area in the City.

(c) No person shall dispose of lighted or unlighted cigarettes or cigars, or cigarette or cigar butts, or similar devices, or any other tobacco-related waste in or upon any park or recreation area, except in a receptacle designated for such disposal.

(d) No person shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another person who seeks to obtain compliance with this section.

(e) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter is prohibited.

5-42.03 - Enforcement

(a) Each separate violation of this Chapter is an **infraction** punishable by:

1. A fine not to exceed one hundred dollars (\$100.00) for the first violation.

2. A fine not to exceed two hundred dollars (\$200.00) for the second violation of this chapter within one year.

3. A fine not to exceed five hundred fifty dollars (\$500.00) for each additional violation of this chapter within one year.

(b) Punishment under this section 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 shall preclude any person, corporation or governmental entity from seeking any other remedies, penalties or procedures provided by law whether civil or criminal."

Section 2. Pursuant to the California Environmental Quality Act ("CEQA"), as amended, the CEQA Guidelines, and the City's local CEQA Guidelines, City staff for the City of Maywood determined that the proposed Ordinance has no possibility of causing a significant impact on the environment. Staff concludes that the proposed Ordinance is exempt from the application of CEQA pursuant to CEQA Guidelines Section 15061(b)(3), in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. This finding is premised on the fact that the project consists of a proposed Ordinance and does not include proposed construction or proposed alteration to the physical environment. Furthermore, the Ordinance will have no adverse environmental effects because it will reduce the public's exposure to the harmful effects of second-hand smoke. The City Council concurs with City staff's determination and therefore directs staff to prepare and file a Notice of Exemption with the County Clerk, pursuant to CEQA Guidelines Section 15062, within five days of the date of this action.

Section 3. If any provision of this ordinance, or the application thereof, to any person or circumstances is held invalid or unconstitutional by any court or competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or applications, and to this end, the provisions of this ordinance are declared to be severable. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof even if one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof is declared invalid or unconstitutional.

PASSED, APPROVED, and ADOPTED this 8th day of May, 2019 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:



Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Maywood held on the 8th day of May, 2019 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:


Gerardo Mayagoitia, City Clerk



AGENDA 9
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MAY 8, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: DISCUSSION AND CONSIDERATION OF APPROVAL OF AN AGENCY TO AGENCY CONFIDENTIALITY AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO WAIVE THE ATTORNEY CLIENT PRIVILEGE FOR CERTAIN RECORDS

RECOMMENDATION

The City Council approve the entering into an Agency to Agency Confidentiality Agreement with the Los Angeles County District Attorney's Office and waive the attorney client privilege for the records described in the agreement.

FISCAL IMPACT

There is no fiscal impact.

LEGAL REVIEW

The City Attorney drafted this report.

BACKGROUND

The City Council has previously approved several Agency to Agency Confidentiality Agreement with the Los Angeles County District Attorney's Office to waive the attorney client privilege with respect to certain public records. The District Attorney is again requesting that the City sign a new agreement and

waive the attorney privilege for certain records that contain attorney-client privileged information specifically invoices for legal services and electronically stored information of the former City Attorney Michael Montgomery.

DISCUSSION

The City has been cooperating with the District Attorney's office with respect to their requests for public records and disclosure of information. The District Attorney contacted the City Attorney requesting "copies of invoices, evidence of payment, contracts and authorization of contracts, for legal services provided to the City of Maywood for the period of December 1, 2015 through and including February 28, 2019." Under current case law, the narrative contained in the invoices provided by legal counsel to the City are generally subject to the attorney-client privilege. The District Attorney has requested that the City enter into an Agency to Agency Confidentiality Agreement and waive the attorney client privilege related to the narrative contained in those invoices. This is similar to the previous requests made by the District Attorney in November 2018 and March 2019 wherein the City agreed to execute the agreement and waive the attorney-client privilege related to certain records. A copy of the proposed agreement is attached.

ATTACHMENT(S)

Attachment No. 1 - Agency to Agency Confidentiality Agreement



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF FRAUD AND CORRUPTION PROSECUTIONS
PUBLIC INTEGRITY DIVISION

JACKIE LACEY • District Attorney
JOHN K. SPILLANE • Chief Deputy District Attorney
JOSEPH P. ESPOSITO • Assistant District Attorney

SCOTT K. GOODWIN • Director

AGENCY TO AGENCY CONFIDENTIALITY AGREEMENT
CALIFORNIA GOVERNMENT CODE § 6254.5(e)

The City of Maywood, as the holder of the attorney-client privilege, has authorized the Los Angeles County District Attorney's Office to access and review the following documents, records, or things, pursuant to an agreement below to treat these records as confidential within the meaning of Government Code § 6254.5(e).

1. Invoices for legal services provided to the City of Maywood for the period December 1, 2015 through and including February 28, 2019.

The Los Angeles County District Attorney's Office agrees to treat these materials as confidential within the meaning of California Government Code § 6254.5(e). These materials shall only be used for purposes which are consistent with existing law.

City of Maywood

Date: 5/8/19

Signature: [Signature]

Title: Interim City Administrator

L.A. County District Attorney's Office

Date: 6/3/19

Signature: [Signature]

Title: Ag. District Attorney



AGENDA 10
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MAY 8, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: AUTHORIZATION TO PROCURE REQUEST FOR PROPOSALS
FOR SERVICES RELATED TO THE COMPLETION OF THE
CITY'S HOUSING ELEMENT

RECOMMENDATION

Staff recommends that the City Council authorizes the issuance of a request for proposals (RFP) related to the completion of the City's Housing Element.

FISCAL IMPACT

There is no fiscal impact associated with this action.

LEGAL REVIEW

The City Attorney has reviewed this staff report.

BACKGROUND

The City of Maywood's Draft Housing Element Update 5th Cycle 2014-2021 was previously prepared by another firm and was recently resubmitted to the California Department of Housing and Community Development ("HCD") for their review for compliance with the Housing Element Law. The review and revision process was not completed with HCD and in order to have a certified housing element, the City seeks proposals from qualified consulting firms to assist with finalizing the process with HCD. Under the direction of the City, the selected firm

is expected to take the lead on completing the City's Housing Element review with HCD including any updates as necessary to the draft housing element.

DISCUSSION

The Draft Housing Element was submitted to HCD in 2014 and more recently in February of 2019. HCD has provided the City with various correspondence outlining the revisions necessary for compliance with state housing element law. The City desires that the selected consultant work with the City to finalize the tasks necessary to obtain certification of the Draft Housing Element from HCD. The City's timeline for completion of an adopted and certified Housing Element is no later than November 15, 2019.

ATTACHMENT(S)

Attachment No. 1 - RFP for Services Related to the Completion of the City's Housing Element

Attachment No. 2 - City of Maywood Draft Housing Element Update 5th Cycle 2014-2021

Attachment No. 3 - Review of the City of Maywood's 5th Cycle (2013 – 2021) Draft Housing Element

**REQUEST FOR PROPOSALS
FOR
SERVICES RELATED TO THE COMPLETION OF
THE CITY'S HOUSING ELEMENT**



DUE DATE OF PROPOSALS:

FRIDAY, MAY ___, 2019, BY 10:00 A.M.

CITY OF MAYWOOD
BUILDING AND PLANNING DEPARTMENT
ATTN: DAVID MANGO, DIRECTOR OF BUILDING
AND PLANNING
4319 E. SLAUSON AVENUE
MAYWOOD, CA 90270

REQUEST FOR PROPOSAL

CITY OF MAYWOOD

SECTION 1. PURPOSE

The City of Maywood's Draft Housing Element Update--5th Cycle 2014-2021 ("Draft Housing Element") was previously prepared by another firm and was recently resubmitted to the California Department of Housing and Community Development ("HCD") for their review for compliance with the Housing Element Law. The review and revision process was not completed with HCD and in order to have a certified housing element, the City seeks proposals from qualified consulting firms to assist with finalizing the process with HCD. Under the direction of the City, the selected firm is expected to take the lead on completing the City's Housing Element review with HCD including any updates as necessary to the draft housing element.

SECTION 2. SCOPE OF SERVICES

The Draft Housing Element was submitted to HCD in 2014 and more recently in February of 2019. HCD has provided the City with various correspondence outlining the revisions necessary for compliance with state housing element law. The City desires that the selected consultant work with the City to finalize the tasks necessary to obtain certification of the Draft Housing Element from HCD. The City's timeline for completion of an adopted and certified Housing Element is no later than November 15, 2019. With this mind, the scope of work is as follows:

A. Consultant will be required to review and evaluate the City's Draft Housing Element and correspondence and recommendations from HCD. In addition, Consultant shall contact HCD to determine the status of the Draft Housing Element. Based on Consultant's review, Consultant shall provide City with an overview and/or summary of steps necessary to achieve certification of its Draft Housing Element.

B. Based on the current comments from HCD, including responding as necessary to any previous comments from HCD, Consultant shall prepare a further draft or final draft (as appropriate) of the Draft Housing Element. This will include any changes to the draft required by HCD, City staff and officials, for adoption and transmittal to the State by October 15, 2019.

C. Prepare required City agenda reports, resolutions and findings and prepare and process all applicable environmental documents pursuant to the California Environmental Quality Act. Consultant will also prepare notices and distribute public review and final documents as required by Housing Element law, HCD, and CEQA.

D. Consultant shall follow through with assisting the City in achieving State certification of the Housing Element after adoption by the City. The Consultant shall work closely with HCD and the City to ensure that the City meets the State's requirements and if necessary, recommend and draft modifications to the adopted Housing Element if required to obtain certification by November 15, 2019.

E. Consultant shall be in frequent communication with staff via telephone and email and City anticipates at least one meeting with Planning, one meeting with the Planning

Commission and City Council and possibly one meeting with a representative of HCD. This task includes consultation and coordination with HCD.

F. Consultant shall provide any deliverables in a PDF and editable Word version along with hard copies and thumb drives in the number requested by the City of the following as appropriate: Public Review Draft Housing Element, Administrative Final Housing Element and Final Housing Element.

SECTION 3. RFP SCHEDULE

<u>Schedule</u>	<u>Deadlines</u>
Release of Requests for Proposals	May 9, 2019
Submittal of Questions	May 24, 2019 by 3:00 pm
Response to Questions	May 28, 2019 by 5:00 pm
Proposal Due Date	May 31, 2019 by 5:00 pm
Proposal Review/Evaluation	June 2019
Optional Interview (if required)	June 2019
Tentative City Council award	June 2019
Tentative Start date	June 2019

SECTION 4. QUESTIONS

All questions regarding this RFP shall be submitted in writing by email to: David Mango at David.Mango@cityofmaywood.org with the following subject line: "Questions re Housing Element RFP." The date and time when questions must be submitted are shown under Section 3 "RFP Schedule." Questions with their answers will be emailed and also posted on the City website under "Bids" by the date and time set forth in this RFP.

SECTION 5. 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 and Respondents shall provide three (3) copies of the proposal (two bound and one unbound-single sided).

All proposal submittals shall be mailed or delivered and received by the City no later than May 31, 2019 at at 5:00 p.m. addressed as follows:

City of Maywood
Building and Planning Department
Attn: David Mango, Director of Building and Planning
4319 E. Slauson Avenue
Maywood, CA 90270

If additional information is required, please contact David Mango, Director of Building and Planning at (323) 562-5721.

SECTION 6. PROPOSAL CONTENT

Briefly describe the services you are prepared to provide to meet the needs of the City in response to this RFP. Your proposal is to be organized into the following sections:

A. Letter of Transmittal

Provide a letter of transmittal introducing your company and your proposal. The letter should be signed by an individual who can bind the respondent contractually. The letter shall also indicate that the submitted proposal will be valid for a period of 90 calendar days from the proposal deadline. If applicable, Proposer shall acknowledge receipt of any addendum to the RFP. Proposer shall submit and complete the "Statement of Business Responsibility" attached as Attachment 1.

B. Consultants Capabilities

Describe the firm's resources, experience and capacity of firm to conduct scope of work and produce final product. This section shall provide an executive summary briefly describing the Consultant's qualifications, including experience in Housing Element updates, resumes of key staff member(s) that will be assigned to update and complete the Housing Element, including a staff member to act as project manager and a description of similar projects completed for other cities or public entities. The executive summary should also include a description of your understanding of the project and ability to meet the City's schedule.

C. Technical-Project Understanding and Scope of Work

This section shall describe in detail the scope of work, methodology and a description of the approach to be taken to address each of the items in the Scope of Work, including the preparation of the related environmental documentation. This section shall also include a listing of the specific tasks identified, as well as any other tasks Consultant believes are required to properly achieve the City's goals as stated in the RFP.

D. References

Consultants must provide a minimum of three (3) client references, preferably of city governments in California, with whom you currently have contracts with and/or have previously had contracts with for the provision of services of equal type and scope within the last five (5) years. Each reference shall include company or organization name, contact person, title, telephone number, length of business relationship, 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).

E. Additional Data

This section shall include any other data the Consultant deems essential to the evaluation of the qualifications and shall be limited to three pages.

F. Cost and Pricing

This section needs to include a detailed cost proposal including the proposed staff hourly rates, travel and additional project costs and expenses, if any, along with a not to exceed amount covering the annual period of the agreement, including any extensions. Costs should include all services and materials if any, needed to perform the Scope of Work.

SECTION 7. FACTORS FOR AWARD/EVALUATION CRITERIA

A. All proposals timely received shall be reviewed to verify that the proposal complies the minimum requirements and qualifications set forth in this RFP. Proposals that have not complied with the requirements, may be eliminated from further consideration at the discretion of the City.

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 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.

B. The City will evaluate the proposals provided in response to this RFP based on the following criteria: technical approach to Scope of Work; experience of proposal personnel; experience of firm; and cost.

C. Proposals will be reviewed and evaluated by City staff. On-site interviews may be conducted. Recommendations will be forwarded to the City Council for final selection and 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 City staff does not constitute an award of a contract.

D. Proposals received by the City are subject to public review under the California Public Records Act (Government Code Section 6250 et seq.) and will be made available upon request after conclusion of the negotiation process and determination of which Proposer will be recommended to the City Council.

SECTION 8. 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. The City reserves the right to make any revisions to the proposed professional services agreement.

SECTION 9. GENERAL ADMINISTRATIVE INFORMATION

A. 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.

B. 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.

C. 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.

D. The City reserves the right to withdraw this Request for Proposals without prior notice. The City makes no representation that any agreement will be awarded to any Respondent.

SECTION 10. ATTACHMENTS

- Attachment 1. Statement of Business Responsibility
- Attachment 2. Form Professional Services Agreement
- Attachment 3. Review of the City of Maywood's 5th Cycle (2013-2021) Draft Housing Element dated April 26, 2019.

ATTACHMENT 1

STATEMENT OF BUSINESS RESPONSIBILITY

Request for Proposals for Services Related to the
Completion of the City's Housing Element

Name of Business: _____

Business Address: _____

Business Phone: _____ E-mail: _____

Business Classification (check all that apply):

____ Individual
____ Partnership

____ Corporation
____ Woman or Minority-owned (does not
require certification)

Name of Owner: _____

Federal/State ID or Social Security Number: _____

I have insurance as specified below: Yes: _____ No: _____

(Note: failure to indicate insurance as specified does not disqualify you from submittal or award. This information will be required prior to contract approval.)

- General Liability insurance of \$_____ per occurrence;
- Professional Liability insurance in the amount of \$_____
- Automobile Liability \$_____ per accident
- Workers Compensation Insurance: Yes _____ No: _____

Broker Name: _____ Broker Phone: _____

Are claims pending against this insurance policy? Yes: _____ No: _____

During the past five years, have you been subject to bond forfeiture, litigation or claims above 10% of the project value? If yes, please attach an explanation. Yes: ____ No: ____

Has firm been in bankruptcy, reorganization or receivership in last 5 years? Yes: ____ No: ____

Has firm been disqualified by any public agency from public contracts? Yes: ____ No: ____

Is there any potential Conflict of Interest: Yes: _____ No.: _____; If yes, explain.

If yes, identify any team member or firm employee who, during the preceding 12 months, was a Maywood official, officer or employee. In addition, disclose if firm or an employee of the firm has a business interest or a close family relationship with any Maywood official, officer or employee who was, is, or will be involved in the contractor selection, negotiation, drafting, signing, administration, or performance of the Contract. Notify Maywood herein of any such condition.

ATTACHMENT 2

FORM OF PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT 3

Review of the City of Maywood's 5th Cycle (2013-2021) Draft Housing Element dated April 26, 2019.



CITY OF MAYWOOD DRAFT HOUSING ELEMENT UPDATE 5TH CYCLE 2014-2021

PREPARED FOR

**CITY OF MAYWOOD
4319 E. SLAUSON AVENUE
MAYWOOD, CALIFORNIA 90270**

PREPARED BY

**BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
2211 S HACIENDA BOULEVARD, SUITE 107
HACIENDA HEIGHTS, CALIFORNIA 91745**

FEBRUARY 4, 2019

MAWD 006



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SECTION 1 - INTRODUCTION

1.1 STATUTORY AUTHORITY

This Housing Element considers the existing and projected housing need for the City of Maywood. While the City's development patterns were well established in the decades preceding the Second World War (the City was incorporated in 1924), the availability of housing remains one of the dominant planning issues in the community. The challenges the City will face in the coming years include the following:

- The availability of land for new housing development is limited. The City in its entirety is developed and any new housing construction will consist of infill development.
- The majority of the City's land area is already developed as residential. The challenge in the future will be to retain the balance between the residential neighborhoods, and the commercial and industrial areas.
- The character of the City's housing stock has undergone significant changes in the past five decades. Neighborhoods that were once largely rural or lower density have undergone infill development to much higher densities. Apartments and townhouse developments are interspersed among single-family homes in the majority of the neighborhoods.
- During the past two years, the value of housing has undergone a significant increase providing homeowners and property owners with the financial resources to improve their properties, in contrast to the decline in housing values and the sub-prime mortgage meltdown that began in 2008.
- Maywood is home to approximately 28,044 persons within its 1.14 square mile land area. The City's population density of more than 24,600 persons per square mile is among the highest in the State. The new housing development that will be required to accommodate the Regional Housing Needs Assessment (RHNA) will slightly increase this density.

The State of California requires that all local governments (both cities and counties) prepare and maintain housing elements to identify strategies to conserve, rehabilitate, and provide housing to meet the existing and projected needs of the community. Specific requirements concerning the scope and content of housing elements have been established by the State Legislature. The Department of Housing and Community Development (HCD) is responsible for ensuring that State housing law is being implemented at the local level. The responsibility of HCD involves reviewing and certifying housing elements prepared by local governments.



1.2 SCOPE AND CONTENT OF THE ELEMENT

The provision of new housing in Maywood will continue to be a collaborative effort between the City, other governmental entities, and the private sector. A focus of this Housing Element is to ensure that the City of Maywood General Plan and Zoning Ordinance will more readily accommodate opportunities for new residential development.

The State housing element requirements are designed to address the following concerns:

- Local governments must recognize their responsibility in contributing to the attainment of the State's housing goals.
- Local governments must prepare and implement housing elements that are coordinated with State and Federal efforts in providing opportunities for new housing.
- Local governments must cooperate with other agencies and governments to address regional housing needs.

This Housing Element also evaluates the current Regional Housing Needs Allocation (RHNA) developed by the Southern California Association of Governments (SCAG) and indicates how the City intends to accommodate the future housing demand identified by the RHNA for Maywood. The RHNA calls for a total of 22 units to be provided during the previous 4th Cycle (2006-2014) planning period. An additional 53 units are required to accommodate the RHNA for the current 5th Cycle (2014-2021) planning period. In addition, this Housing Element serves as an update of the background information used in the evaluation and formulation of housing policy in coming years. This element consists of the following three sections:

- The *Introduction* provides an overview of this Housing Element and describes the statutory authority related to its implementation.
- The *Profile Report* in this section describes the demographic, housing, socioeconomic, and employment characteristics of Maywood. The background analysis also describes the market, governmental, and environmental constraints that may affect new housing construction.
- The *Housing Plan* indicates those citywide goals and programs that will conserve and maintain existing housing in Maywood in addition to promoting the development of new housing. This section also indicates how Maywood will meet its RHNA obligations housing objectives.

1.3 RELATIONSHIP TO THE MAYWOOD GENERAL PLAN

State law requires that local general plans be internally consistent. In other words, policies and programs contained in this Housing Element must be reflected in the other General Plan Elements. The Land Use Element of the Maywood General Plan is particularly important in the implementation of housing policy as the Land Use Element designates land for residential development and establishes permitted densities and intensities of development. The policies contained in other elements of the General Plan will have a direct bearing on the community's quality of life, the amount and variety of open space, the protection of natural



and cultural resources, the maintenance of acceptable noise levels in residential areas, and the development of programs to ensure the safety of residents in the event of a disaster.

1.4 OVERVIEW OF THE CITY

The City of Maywood is centrally located in the urbanized portion of Los Angeles County. Maywood is located approximately eight miles southeast of downtown Los Angeles. The City is located south of an industrial district that includes the Boyle Heights neighborhood of Los Angeles and the industrial areas located in Vernon and Commerce. Maywood and the adjacent communities located to the east, west, and south of the City historically served as the residence for those working in the nearby industrial areas. Maywood is bounded by Vernon on the north, Huntington Park on the west, Bell on the south, and Commerce on the east.

Maywood is largely residential in nature which contributes to the relatively high population densities. Commercial land uses extend along the City's two major arterial roadways: Atlantic Boulevard and Slauson Avenue. Finally, several smaller industrial areas are located in the eastern-most portion of the City and in the northwest corner. A regional map of the City is provided in Exhibit 1 on the following page. A map indicating Maywood's location in relation to the surrounding cities is provided in Exhibit 2 (provided on page 13). Finally, a map of the City is provided in Exhibit 3 (page 14).

The City of Maywood has changed dramatically since the 1930's, when the area was famous for fruit and walnut groves. Today, Maywood is a culturally diverse and dynamic community of approximately 27,600 residents. The following demographic, housing, and socioeconomic trends are detailed in this Housing Element:

- The City of Maywood is the most densely populated City in the State. According to the 2013 Department of Finance (DOF) estimates, 27,610 persons live in the City which has a total land area of just over one square mile in area. The resulting population density is approximately 25,000 persons per square mile.
- The City has experienced significant increases in population over the past several decades. In 1970, the City's population was 16,996 persons according to the Census completed that year. According to the 2010 Census, the City's population had increased to 27,395 persons, an increase of approximately 62 percent over the 1970 population.
- The population estimates obtained from SCAG, the Department of Finance (DOF), as well as statistics derived from the census, did not take into account the number of undocumented persons living in the City. Because this group is generally reluctant to respond to government surveys and questionnaires, an accurate estimate is difficult to obtain through conventional means. Maywood's unaccounted for undocumented population may add more than 10 percent to the City's population based on water consumption rates.



- While the City has experienced significant increases in population over the past several decades, the number of housing units has actually remained relatively stable. According to the 1980 U.S. Census, there were 6,836 housing units in the City. In 1990, there were an estimated 6,680 units, representing a decrease of 156 units compared to the 1980 figures.
- According to the most recent 2010 U.S. Census, there were 6,766 housing units in the City, a net increase of 65 housing units over the 2000 figures. Finally, the most recent DOF population and housing estimates indicated there were 6,760 housing units in the City as of January 1, 2013. The recent decrease in the number of housing units (6 units over the 2010 U.S. Census figures) is due to a combination of housing acquisitions by the Los Angeles Unified School District and to larger developments that were constructed in recent years.

1.5 PUBLIC PARTICIPATION

The public participation report (refer to Appendix A) identified a number of community concerns and issues that continue to be reflected in the current 5th Cycle Housing Element. The programs and policies identified in this 5th Cycle Housing Element were carried over from the input received as part of the community-wide housing survey. This current Element also builds upon the previous Housing Element by updating Maywood's housing strategy that will enable the City to meet its current housing requirement. The public participation process completed as part of this Housing Element's Update is summarized below.

- *Study Sessions.* The City conducted a series of study sessions before the Planning Commission that were publicly noticed. The meetings involved a discussion of the project team's findings and the manner in which the RHNA may be accommodated along with the overall housing strategy that will be included in the draft Housing Element.
- *Public Outreach.* The City conducted a total of 5 community meetings and Planning Commission workshops. The dates of the community workshops were as follows: September 20, 2011, February 21, 2012, December 12, 2013, January 28, 2014, and February 10, 2014. The meetings were advertised on the City's webpage and flyers were posted at City Hall and at the Maywood Library.
- *Public Review of the Preliminary Draft Housing Element.* The City placed a number of versions of the preliminary Draft Housing Element on the City's website so the public would have an opportunity to review the Housing Element in the course of its preparation. The City also prepared an initial study pursuant to the requirements of CEQA which determined that the project would not have any significant impact in the environment.

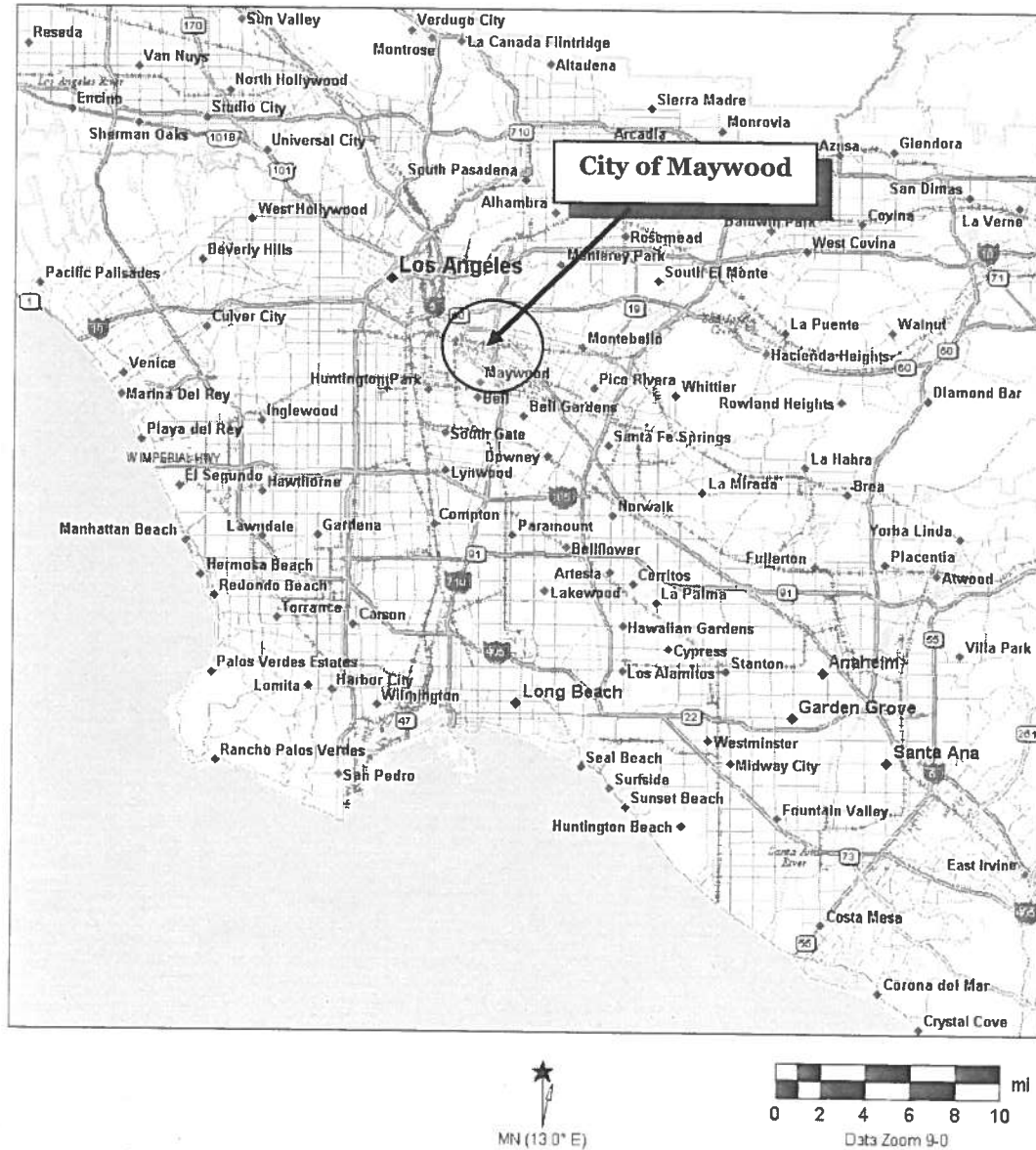


EXHIBIT 1 REGIONAL LOCATION OF MAYWOOD

SOURCE: BLODGETT/BAYLOSIS ENVIRONMENTAL PLANNING, 2014

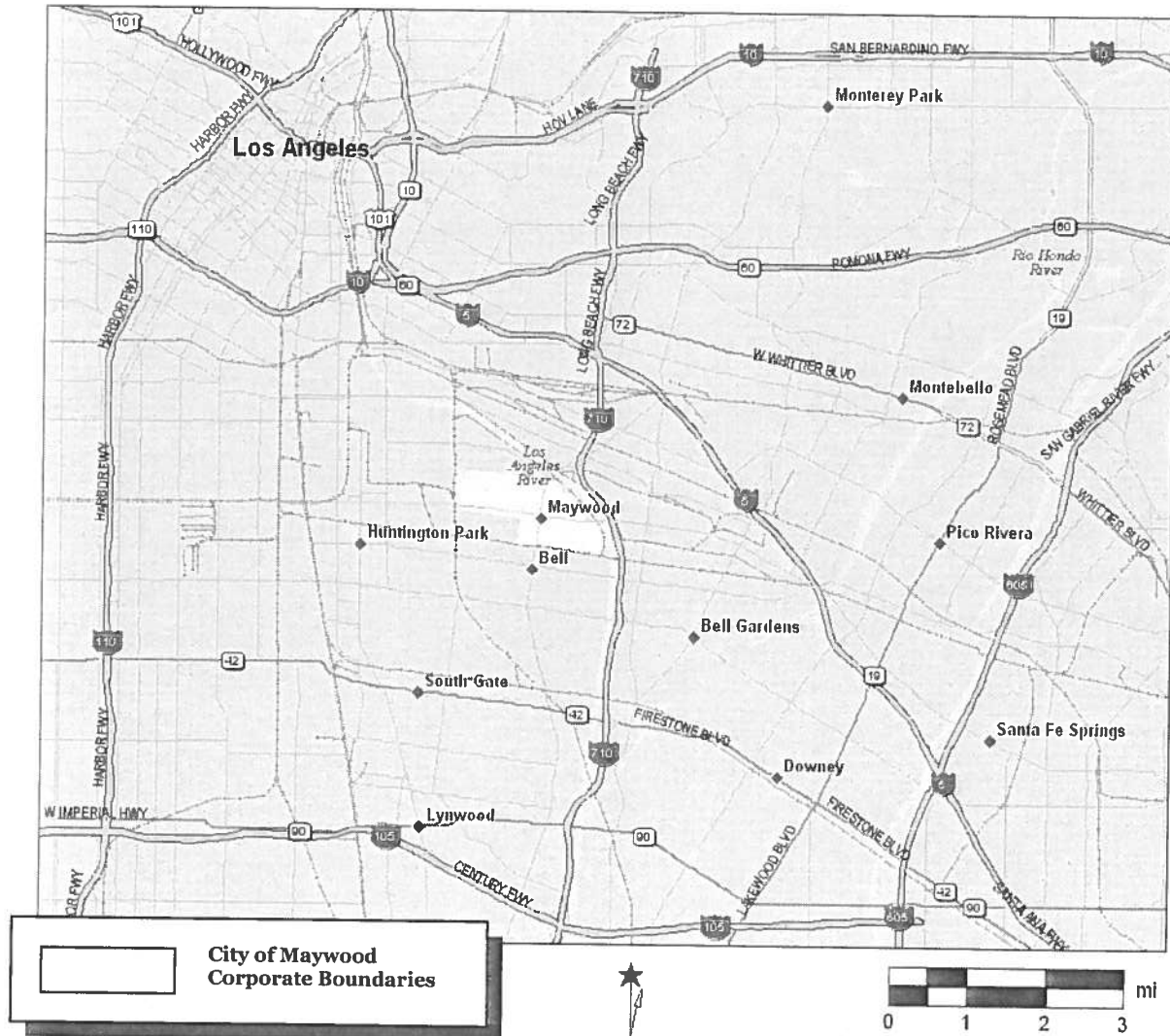


EXHIBIT 2

MAYWOOD AND THE SURROUNDING CITIES

SOURCE: BLODGETT/BAYLOSIS ENVIRONMENTAL PLANNING, 2014

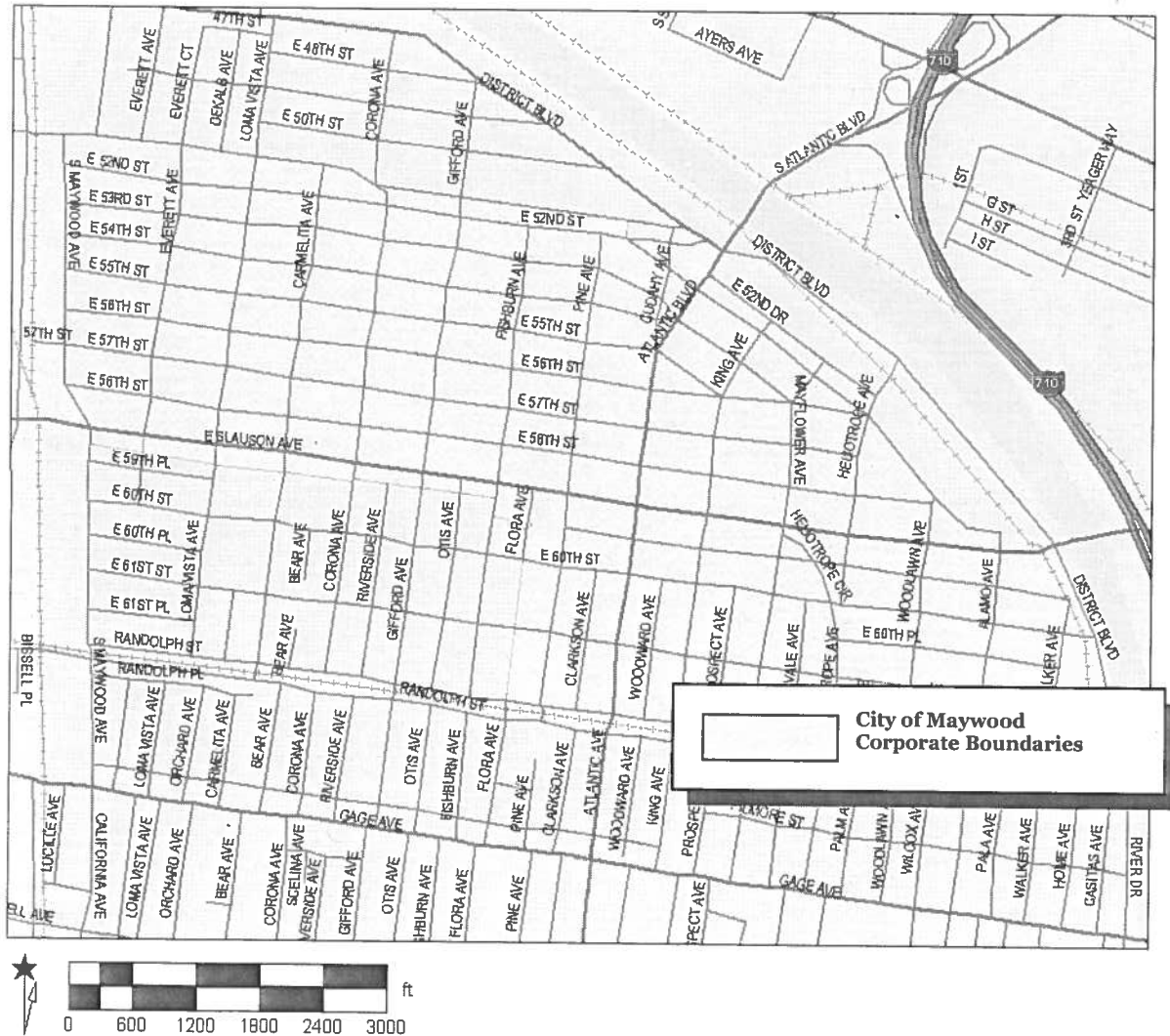


EXHIBIT 3 MAP OF CITY

SOURCE: BLODGETT/BAYLOSIS ENVIRONMENTAL PLANNING, 2014



- *Planning Commission/City Council Public Hearings.* Once the Department of Housing and Community Development completed the review of the Housing Element, the City held public hearings as part of its adoption. These hearings, along with the environmental review, provided additional opportunities for public input.
- *Adoption of the Housing Element.* At the February 10, 2014 City Council Meeting, the council adopted the Housing Element.

The key points raised during the review of the Draft Housing Element included the following:

- Concerns of residents attending the workshops that focused on the Housing Element and how it would affect the zoning designation for their individual properties.
- There were concerns regarding the units that were lost as part of the construction of a new High School by the Los Angeles Unified School District.
- The potential impacts of future residential development on local neighborhoods and traffic and parking impacts.
- Concerns regarding the City's future RHNA allocation.

Following the preparation of the draft Housing Element, the Planning Commission conducted public hearings. Subsequent to planning commission action, a final public hearing was held by the City Council. All public hearings were advertised in the local newspaper, with additional notices mailed to interested citizens and community groups. Once the public hearings and the related public review were completed, the City Council adopted the element on February 10, 2014.

1.5 RELATIONSHIP OF THE MAYWOOD HOUSING ELEMENT TO THE OTHER GENERAL PLAN ELEMENTS

The elements that comprise the Maywood General Plan are required by State law to be internally consistent. Together these elements provide the framework for the development of facilities, services, and land uses necessary to address the needs and desires of the City's residents. To ensure that these needs are clearly addressed throughout the General Plan, the elements must be interrelated and interdependent. This Housing Element is most directly related to the Land Use element, since it designates the location and extent of residential development throughout the City. Key General Plan issues relevant to this Housing Element include the following:

- Approximately 57 percent of the City's total land area is designated as residential in the General Plan. The dominant residential land use designation is "Residential," which corresponds to the R-3 zone district.



- The City of Maywood Zoning Ordinance also has a single-zone district exclusively for Single family and Multi family residential uses, the R-3 Residential zone. The RS zone, Specialty Residential overlay, provides for additional density and allows for the development of residential uses in commercial areas. These zone districts also correspond to the Residential and Specialty Residential Overlay Land Use designations in the Land Use Element of the City of Maywood General Plan.
- The Residential Specialty Overlay (RS) designation provides for the development of senior citizen housing and multiple-family affordable housing. This overlay designation permits up to 72 units per acre for senior housing and a maximum up to 50% density bonus increase over the R-3 standards for low-very low income housing developments.
- As a means of providing additional sites for multiple-family housing, the City has identified target commercial areas in the CM zones that extend along Slauson Avenue and Atlantic Boulevard. where mixed use commercial and multiple-family residential developments will be permitted.
- The Zoning Ordinance was further amended to permit residential units on the upper floors of commercial buildings within the RS (Residential Specialty) zone.
- In Compliance with the City's General Plan Mixed Use Land Use designation, the zoning Ordinance will be amended to provide opportunities for higher-density residential developments where commercial services are available and to encourage the integration of commercial, office and residential uses.



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SECTION 2 - PROFILE REPORT

2.1 INTRODUCTION TO THE PROFILE REPORT

This section of the Housing Element provides an overview of the demographic, housing, household, and socioeconomic characteristics of the City. This section considers the following:

- *Population Characteristics* describes population growth trends in the City, the age characteristics of the Maywood's residents, and their ethnicity.
- *Housing Characteristics* focuses on trends in residential development, housing unit types, and housing tenure. This section also indicates those units that are presently subsidized that may be converted to market rate units during the current planning period.
- *Household Characteristics* outlines income and other household characteristics.
- *Socioeconomic Characteristics* provides an overview of the key socioeconomic indicators that may affect housing policy.
- *Special Needs Groups* describes the need for "special needs" housing for those households with special needs (i.e., handicapped, elderly, etc.).
- *Housing Constraints* analyzes those governmental and market constraints that could impede the development of new housing in the City. In the event a constraint is identified, a remedy is provided in the housing plan section of this Housing Element.

The information used in this analysis was obtained from a variety of sources, including the United States Bureau of the Census, the State of California Department of Finance (DOF), and the State Employment Development Department (EDD). The U.S. Bureau of the Census undertakes a census every ten years (the most recent U. S. Census was completed in 2010 though more recent estimates are provided through the American Community Survey (ACS). The DOF provides population and housing estimates for individual cities and counties throughout California on an annual basis. The DOF figures are different from those derived from the Census in that the former are estimates. The DOF data provides useful and generally accurate population and housing estimates for those intervening years between the census surveys. Finally, the EDD provided employment information used in this analysis.



2.2 POPULATION CHARACTERISTICS

2.2.1 POPULATION GROWTH TRENDS

In 1970, the City was completely developed with a corresponding population of 16,996 residents. In the two decades that followed, Maywood's population increased by 10,897 persons to a 1990 population of 27,893 persons, an increase of 64.1 percent. The City's population growth since 1990 slowed considerably with an increase of only 1,603 residents or 5.7 percent.

According to the 2010 Census, the City's population was 27,395 persons. According to the 2010 Census, there were 6,559 households in the City. According to the most recent DOF population estimates, the City's population as of January 1, 2018, was 28,044 persons. Since 2010, Maywood's population has increased by 649 persons or 2.4 percent. Table 1 illustrates the City's population growth that has occurred in Maywood between 1970 and 2018. The figures for 1970, 1980, 1990, 2000 and 2010 were derived from the U. S. Census for that particular year. The data for 2018 was obtained from DOF estimates. The population growth trends are also illustrated in Exhibit 4 on the following page.

Table 1
Population Trends in the City, 1970-2013

Year	Population	Change (#)	Change (%)
1970 ¹	16,996	--	--
1980 ¹	21,810	4,814	28.3
1990 ¹	27,893	6,083	27.9
2000 ¹	28,083	190	0.7
2010 ¹	27,395	-688	-2.5
2018 ²	28,044	649	2.4

Source: ¹U.S. Bureau of the Census 1970-2010 ²Department of Finance 2018

Two key variables influenced the growth of the City's population: *immigration* and *natural increase*. Local population growth resulting from immigration was the direct result of new housing construction (new residents moved in to the City to occupy the recently constructed owner-occupied and rental units). Population growth due to natural increases is a function of a community's birth, death, and fertility rates. This latter population growth factor affects the average household size. Both variables contributed to the City's population growth.

According to the 1980 U.S. Census, there were 6,836 housing units in the City. In 1990, the U.S. Census counted 6,680 housing units, a decline of 156 units in the ten-year period between 1980 and 1990. During this same period, the City's population grew by 6,083 persons. In 2000, there were 6,701 housing



units, an increase of 21 units in the ten-year period between 1990 and 2000. During the same period, the City's population grew by 190 persons. During the ten-year period between 2000 and 2010, an additional 65 units were added to the City's housing inventory. As is evident from the examination of the historical data, the greatest component of population growth in the City during the past decades was related to natural population increase and the resulting increase in the average household size (this issue is discussed in greater detail in Section 2.3.3).

2.2.2 POPULATION AND AGE CHARACTERISTICS

As indicated in Table 2, the majority (approximately 51.9 percent) of the City's population is under 30 years of age. Unlike many of the communities in the surrounding regions, the residents of Maywood represent a younger demographic make up. According to the U.S. Census for 2017, the median age of the City's residents is 29 years of age. In contrast, the median age for those persons living in Los Angeles County was 36 years of age.

Table 2
Age Characteristics of the Population, 2017

Age	# Persons	% Persons
under 5 years of age	2,544	9.2
5-9 years of age	2,849	10.3
10-14 years of age	1,908	6.9
15-19 years of age	2,108	7.6
20-24 years of age	2,156	7.8
25-34 years of age	5,042	18.2
35-44 years of age	3,715	13.4
45-54 years of age	3,207	11.6
55-64 years of age	2,237	8.1
65-74 years of age	1,010	3.7
75 & over years of age	924	3.3
Total (2017)	27,700	100

Source: U.S. Bureau of the Census. 2017

Census data has been reformatted in Table 3 to depict the age statistics provided in Table 2 according to specific age categories (pre-school aged, school aged, young adults, etc.). Again, the majority of the City's residents are under 35 years of age.



Table 3
Population Age Characteristics, 2017

Age Category	# Persons	% Persons
Preschool (under 5)	2,544	9.2
School-age (5-19)	6,865	24.8
Young Adult (20-34)	7,198	26
Middle-age (35-54)	6,922	25
Seniors (55-64)	2,237	8.1
Retired (65+)	1,934	7
Total (2017)	27,700	100

Source: U.S. Bureau of the Census, 2017

2.2.3 RACE AND ETHNICITY CHARACTERISTICS

Table 4 indicates the ethnic and racial characteristics of the City's population over the past five decades. The U.S. Census Bureau statistics for white persons include Hispanics (the 1970 and 1980 Census classified Hispanics as individuals with Spanish surnames). As indicated in Table 4, Maywood is a predominantly Hispanic community with other minorities accounting for less than 4.0 percent of the City's total population. According to the 2017 Census data, Hispanic persons accounted for just over 97 percent of the City's total population. According to the 2010 U.S. Census, 91.4 percent of the City's residents indicated that Spanish was the primary language spoken at home.

Table 4
Race and Ethnicity in Maywood, 2017

Race/Ethnicity	# Persons	% Persons
White	21,728	78.4
Asian	50	0.2
African-American	150	0.5
American Indian	46	0.2
Pacific Islander	0	0
Other Races	5,562	20.1
Two or more Races	164	0.6
Hispanic	27,066	97.7
White alone, not Hispanic	410	1.5

Source: U.S. Bureau of the Census, 2017



2.3 HOUSING CHARACTERISTICS

2.3.1 HOUSING TYPES

According to the 2010 Census, there were 6,766 housing units in the City. Of this total, 3,665 units (54.1 percent) were single-family detached units; 8,621 housing units (12.7 percent) were single-family attached units; 254 units (3.7 percent) were duplex units (two units per structure); 1,263 units (18.6 percent) were included in smaller multi-family developments containing between 3 and 9 units per structure; and 686 units (10.1 percent) were included in larger multi-family developments containing 10 or more units per structure. Finally, the Census identified 33 mobile homes in the City. According to the most recent DOF estimates, there were 6,761 housing units in the City in 2018. Of this total, 4,555 units (67.4 percent) were classified as single-family units. Multiple-family developments containing two or more units totaled 2,161 units, (31.9 percent). Table 5 itemizes the 2018 DOF estimates for the City.

Table 5
Type of Housing Stock, 2018

Unit Type	City (#)	City (%)
Single-Family Detached	3,685	54.5
Single-Family Attached	870	12.9
2-4 Units	909	13.4
5+ Units	1,252	18.5
Mobile Homes	45	0.7
Total	6,761	100

Source: State of California Dept. of Finance, 2018

2.3.2 HOUSING TENURE AND VACANCY

The 2010 U.S. Census includes data that indicates housing tenure. Of the 6,559 occupied housing units in 2010, a total of 1,980 units (30.2 percent) were owner occupied while 4,579 units (69.8 percent) were renter occupied. According to the most recent 2017 Census data, there were a total of 194 units in the City that were vacant. This figure accounted for approximately 2.8 percent of the total number of units in the City. Of this total figure, 55 units (0.8 percent) were vacant rental units and 41 units (0.6 percent) were classified as non-rental units that were for sale. In addition, 3 units were identified as seasonal housing and 17 units were units recently sold or rented that were unoccupied. According to the most recent 2018 DOF estimates, there were 166 vacant units in the City as of January 2018, with a vacancy rate of 2.5 percent. The vacancy rate for Los Angeles County as a whole is 5.9 percent.



2.3.3 HOUSING CONDITION, AGE OF UNIT, AND OVERCROWDING

A citywide field survey was conducted to ascertain the condition of housing in the local neighborhoods. Housing condition was evaluated according to the following criteria:

- *Good condition.* Units that did not appear to require rehabilitation were included in this category. Typically, improvements are usually done by the property owner.
- *Moderate Repairs.* This category included those units that required some maintenance including paint and minor repairs such as replacement of the roof. Typically, such repairs would be performed by a contractor.
- *Major Repairs.* Housing units placed in this category of housing condition required extensive repairs and/or renovation. This housing condition category applied to those structures where the cost of repair was estimated to exceed the value of the structure.

The results of the survey completed in 2013 are summarized in Table 6. As indicated in the table, very few units overall were identified as requiring major rehabilitation. In fact, the only concentrations of substandard units were located in the westernmost portion of the City along the west side of Maywood Avenue. An estimated 110 units were found to require moderate repair while 45 units were identified as requiring major repair.

Table 6
Results of Housing Condition Survey

Condition	No.	%
Good Condition	6,671	97%
Moderate Repair	110	2%
Major Repair	145	1%
Total Units in City	6,826	100%

Source: Blodgett Baylosis Environmental Planning, 2013

The relatively sound quality of this City's housing stock as indicated in Table 6 may be attributed to the significant increase in housing values in recent years. It was apparent during the surveys that many property owners had reinvested substantial sums of money into their properties. The increase in home values did have a beneficial impact in housing quality. The challenge in coming years will be to maintain the quality of the housing stock in light of the falling home values, loss of equity, and a general decline in economic conditions.

The U. S. Census data is another source that may be referred to in characterizing the housing condition in the City. The most widely referred to variable is the "age of the housing unit." The use of this information is based on the premise that the older the units, the more likely they are to require some form of repair or maintenance. This is not always the case since many older units have undergone extensive renovation



and/or remodeling. As a result, the housing unit age data should not be exclusively used to determine the overall condition of housing in the City. Table 7 summarizes the 2017 U. S. Census statistics indicating the age of the housing units within the City. As indicated in Table 7, more than 55 percent of the housing units in the City were constructed prior to the 1960s.

Table 7
Age of the Housing Stock in 2017

Year	City (#)	City (%)
2014 or later	0	0
2010-13	37	0.5
2000-09	206	3
1990-99	227	3.3
1980-89	302	4.4
1970-79	574	8.4
1960-69	910	13.3
1950-59	1,506	22.1
1940-49	1,565	22.9
1939 or earlier	1,496	21.9
Total	6,823	100.0

Source: U.S. Bureau of the Census, 2017

There are a number of other Census indicators that are useful in identifying substandard units. These indicators include units without heating, units lacking conventional plumbing, or units lacking complete kitchen facilities. The latter variable may also be an indicator of either units constructed illegally or legal second units. According to the most recent 2017 Census data, 2,397 units (35.1 percent of the City's total) did not use any form of heating fuel. The data also indicated that 0 units lacked complete plumbing facilities. Finally, 64 units (0.9 percent) were identified as lacking complete kitchen facilities.

According to the most recent 2017 Census data, the average household size for the owner-occupied units was 4.73 persons per unit and 3.98 persons per rental unit. Comparable figures for Los Angeles County were 3.19 persons per owner-occupied unit and 2.86 persons per renter-occupied unit.

Overcrowding may also be a contributor to the deterioration of housing units. A household is considered to be overcrowded if the numbers of persons residing in the unit exceed 1.01 persons per room. A household is severely overcrowded if the number of persons residing in the unit exceed 1.51 persons per room. Of the 6,629 occupied housing units identified in the 2017 Census data, 2,349 units were identified as being overcrowded (35.4 percent of the City's total number of occupied units) and 945 units (14.3 percent of the total occupied units in the City) were identified as being severely overcrowded. Table 8 provides a breakdown of overcrowding according to housing tenure.



Table 8
Overcrowded Units in Maywood 2017

Category	Rental Units	Owner Units
Number of Overcrowded Units	1130	407
Percent of Overcrowded Units ¹	18	6
Number of Severely Overcrowded Units	558	382
Percentage of Severely Overcrowded Units ¹	9	6

Note: This figure refers to the percentage of units in this category compared to the total units in the City. Source: U.S. Bureau of the Census, 2017

In general, the overall condition of the City's housing stock is fair though there are areas where substandard and dilapidated housing units are concentrated (such as the area on the west side of Maywood Avenue). The substantial increase in residential property values in recent years has enabled individual property owners to draw on their equity lines of credit to improve their properties. However, the recent drop in housing values and the large number of housing foreclosures may result in the deterioration of some units in the coming years due to a lack of adequate property maintenance.

2.4 HOUSEHOLD CHARACTERISTICS

2.4.1 HOUSEHOLD INCOME

According to the 2017 Census data, the median household income for the City was \$37,508. According to the same Census figures, 1,408 families (25.4 percent) had annual incomes that were below the Federal poverty level. The majority of these families (1,797 or 32.4 percent) included dependent children less than 18 years of age. For Los Angeles County as a whole, the median household income was \$61,015. Of this total figure, 13.1 percent of the County households had incomes below the Federal poverty level.

The HCD now requires local governments to identify those households that have incomes that are classified as *extremely low income*. Extremely low income households are those households that have annual incomes that are 30% of the County median (the Los Angeles County Median according to the most recent 2017 U.S. Census data was \$61,015). Households included in this category typically represent the lowest wage earners in a community with wages corresponding to the current annual minimum wage of \$11.00 per hour (as of January 1, 2018). The annual wage figure cited previously assumes full-time employment. Table 9 summarizes the annual household income statistics for the City based on the 2017 Census statistics. The County Median household income for Los Angeles County was \$61,015 in 2017 according to the most recent American Community Survey. Assuming the 30% figure for the median County income, an extremely low income household would have an annual income of \$18,305. According to the 2017 Census data, there were approximately 2,020 households that had incomes that fell into the extremely low income category.



Table 9
Household Income in Maywood 2017

Income Category	No. of Households	% of Total In the City
Less than \$10,000	454	6.8
\$10,000 to \$14,999	478	7.2
\$15,000 to \$24,999	1,088	16.4
\$25,000 to \$34,999	1,123	16.9
\$35,000 to \$49,999	879	13.3
\$50,000 to \$74,999	1,175	17.7
\$75,000 to \$99,999	643	9.7
\$100,000 to \$149,999	620	9.4
\$150,000 to \$199,999	135	2
\$200,000 or more	34	0.5

Source: U. S. Census 2017

2.5 SPECIAL NEEDS GROUPS

This section of the Maywood Housing Element includes an analysis of special housing needs. Special needs refer to those households that contain the elderly, handicapped, developmentally disabled, large families, and overcrowded households.

2.5.1 ELDERLY AND HANDICAPPED

Elderly households include those *family* householders containing persons 65 years of age or older as well as *non-family* householders (persons living alone) where the individual is 65 years of age or older. According to the 2017 U.S. Census data, there were 1,934 residents that were 65 years of age or older. This population group accounts for 7 percent of the City's total population compared to 15.4 percent for the County.

The 2010 U. S. Census also indicated that there were 1,217 households in the City (approximately 18.6 percent of the total number of households in the City) that had a household member 65 years of age or older. The same Census figures also identified 231 non-family households (3.5 percent) in the City with a resident 65 years of age or older. In terms of housing tenure, a total of 367 owner-occupied units included a senior citizen 65 years of age or older and 849 rental units contained a householder 65 years of age or older.

Typically, retired elderly persons have fixed incomes and, as a result, experience greater difficulty in maintaining adequate living arrangements due to increasing housing costs. Even senior citizen homeowners, who are at an advantage because their housing payments are fixed, are still subject to



increasing utility rates and other living expenses. Moreover, many elderly residents may elect to remain in their own homes that are not designed to accommodate their special needs.

Disabled persons have special needs when it comes to housing. Often, households in this category are also occupied by elderly persons discussed in the previous section. Special interior improvements are often needed to accommodate a disabled tenant or homeowner. For example, door openings must be wider to accommodate wheel chairs, ramps instead of stairs are needed, hand rails in bathrooms need to be installed, cabinet doors must be accessible, and light switches and other devices also needed to be within easy reach. The cost for retrofitting an existing structure may cost thousands of dollars and be beyond the reach of those households with lower incomes. The lack of such housing is even more pronounced when it comes to market-rate rental units. Unless such provisions are made for disabled persons during original construction, such facilities will not likely be provided in a typical rental unit.

2.5.2 DEVELOPMENTALLY DISABLED

According to Section 4512 of the Welfare and Institutions Code, a “Developmental disability” means a disability that originates before an individual attains age 18 years, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual which includes mental retardation, cerebral palsy, epilepsy, and autism. This term also includes disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature.

Many developmentally disabled persons can live and work independently within a conventional housing environment. More severely disabled individuals require a group living environment where supervision is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for the developmentally disabled is the transition from the person’s living situation as a child to an appropriate level of independence as an adult.

The State Department of Developmental Services (DDS) currently provides community based services to approximately 243,000 persons with developmental disabilities and their families through a statewide system of 21 regional centers, four developmental centers, and two community-based facilities. The South Central Los Angeles Regional Center is one of 21 regional centers in the State of California that provides point of entry to services for people with developmental disabilities. The center is a private, non-profit community agency that contracts with local businesses to offer a wide range of services to individuals with developmental disabilities and their families.

According to the 2010 American Community Survey (ACS), there were 1,999 residents in the City that had a disability (this figure represents approximately 7.3% of the City’s total population). Of this total, 266 persons with a disability were under 18 years of age. Working aged persons (18 years to 64 years in age)



with a disability totaled 1,051 persons. Finally, seniors (65 years or older) with a disability totaled 680 persons.

The Los Angeles County Department of Health Services (LACDHS) is the major provider of health care for more than 2 million residents in the County without health insurance. The LACDHS provides hospital and outpatient care, programs and clinics, emergency medical services and rehabilitative services. Through its university affiliates (UCLA and USC), the County hospitals conduct postgraduate medical education for interns, residents, and fellows. The department operates four acute care hospitals, a rehabilitation hospital, a multi-specialty ambulatory care center, six comprehensive health centers, and nine health centers. Additionally, the LACDHS operates two trauma centers, two pediatric trauma centers, four emergency rooms and a state-of-the art burn center. The City of Maywood is located within the service area of the South Central Los Angeles Regional Center for Persons with Developmental Disabilities, Inc. (SCLARC), which is a private, non-profit, community based organization. The SCLARC contracts with the State Department of Developmental Services (DDS) to coordinate services for individuals with developmental disabilities and their families. According to the SCLARC, there are currently 310 consumers being served by the regional center. Key services offered by the SCLARC include the following:

- *Adult Day Program.* The Adult Development Center (ADC) includes various community programs for adults that are in the process of acquiring self-help skills. These services assist in the development of skills related to interaction so that the disabled individual may make their needs known, and to enable them to respond to instructions. These programs focus on the development and maintenance of functional skills required for self-advocacy, community integration, employment and self-care.
- *Sheltered Workshops.* Participants may also participate in a sheltered, five-day per week workshop and perform as if they are working at a regular job for which they receive monetary compensation.
- *Behavior Management Day Programs.* These programs serve adults with severe behavior disorder and/or dual diagnosis who, because of their behavior problems, are not appropriate for any other community-based day program.
- *Residential Placement.* Residential Direct Support Professionals provide services to children and adults who are unable to reside in the family home. Temporary placements are utilized in unusual circumstances that may occur in emergencies or whenever appropriate placements are not available. There are also Intermediate Care Facilities for the developmentally disabled and skilled nursing care on an extended basis. Most SCLARC consumers placed in residential facilities are eligible for SSI/SSA benefits, as well as Medi-Cal.
- *Supported Living.* Adults with developmental disabilities, regardless of the degree of the disability, have the right to live in homes of their choice as long as they are provided with services that will ensure and enhance their success with integration into mainstream society. Supported



living services consist of services to adults with developmental disabilities that choose to live in homes they themselves own or lease in the community.

- *Independent Living Training.* Independent living services is a 6-month service available to persons 18 years of age and older who are not enrolled in school and have demonstrated potential for living on their own with a minimal amount of supervision. Training is provided in all areas of home management (budgeting, housekeeping, cooking, etc.) and should not be confused with the activities of daily living (bathing, grooming, toileting, etc.).
- *Supported Employment.* Supported employment programs provide support to adults who are interested in competitive employment. Supported employment programs are funded by the Department of Rehabilitation

2.5.3 LARGE FAMILIES

As is evident from the previous discussion of overcrowding and average household size statistics, the demographic characteristics and the high cost for housing have led to a large number of persons sharing housing. According to the 2017 U.S. Census data, 51.4 percent of the households in the City (3,404 households) contained four or more persons. More significantly, 13.5 percent of the households in the City contained seven or more persons. The comparable figures for Los Angeles County as a whole is 29.8 percent of the households containing four or more persons and 5.0 percent of the Los Angeles County households containing seven or more persons. According to the 2017 U.S. Census data, a total of 954 owner-occupied units and 2,450 rental units were “large family households” that contained four or more persons.

2.5.4 FEMALE HEADS OF HOUSEHOLD

Of the 6,629 households in the City, 1,494 households (22.5 percent) are headed by a female (a household with no husband present). In addition, 923 households (14 percent) that are female-headed include children under 18 years of age. The Census also indicated that nearly half (41.3 percent) of the female-headed households had incomes below the poverty level. This number bears importance in relation to social service needs, such as child care, recreation programs, and health care, which are of special concern to these households. In terms of tenure, 1,254 female-headed households lived in rental units and 240 female-headed households lived in owner occupied units.

2.5.5 PERSONS IN NEED OF EMERGENCY SHELTER

The issue of homelessness emerged as a major issue in the 1990’s during the severe economic recession that Southern California was undergoing at that time. The homelessness has been exacerbated by the significant economic downturn that began in 2008. While the region has experienced a dramatic economic rebound, those conditions that typically contribute to homelessness have not significantly changed. As a result, homelessness within the larger Southern California region continues to be a



problem. On any given night in Los Angeles County, there are approximately 50,000 to 60,000 homeless persons. Various circumstances that may lead to homelessness include the following:

- Single adult transients passing through the City on the way to some other destination;
- Seasonal and/or migrant homeless individuals seeking seasonal employment in the City;
- The chronically homeless, single adults, including non-institutionalized, mentally disabled individuals, alcohol and drug abusers, elderly individuals with insufficient incomes, and others who voluntarily, or are forced, due to financial circumstances, to live on the streets.
- Minors who have run away from home;
- Low-income families who are temporarily homeless due to financial circumstances or are in the process of searching for a home (single-parent families, mostly female-headed, are especially prevalent in this group); and,
- Women (with or without children) who are escaping domestic violence.

The primary agency that deals with the issue of homelessness in Maywood is the Los Angeles County Sheriff's Department that serves the City. The Sheriff's Department reported that truly homeless persons appear to be concentrated along the Los Angeles River Channel. In addition, a number of homeless persons have been observed to congregate in the commercial center of the City. The Sheriff's Department acts as a referral resource to shelters in the area and sometimes transports those persons who cannot reference a permanent address to sub-regional facilities. These shelter facilities include: the Long Beach Rescue Mission, Long Beach Salvation Army, Bell Salvation Army, Catholic Charities/Homeless Programs, Mental Health Association/Los Angeles County, and East Rancho Dominguez Community Services. The Salvation Army operates a shelter located at 1370 Alamitos Avenue in the City of Long Beach. The operators of this shelter report that providing temporary shelter to the homeless is the shelter's primary function. This Salvation Army shelter provides services to an average of 73 people per day. Of this number, approximately 10% are homeless. The Bell Shelter, located in the neighboring City of Bell, provides transitional housing for women with dependent children. The focus of the shelter's services is to provide women who are victims of domestic violence with housing while they are making a transition to independent living. The shelter has a 24-bed capacity. In addition, the newly opened Donald and Priscilla Hunt Apartments at Bell Oasis (located adjacent to the Bell Shelter) provide 64 units of permanent supportive housing for individuals with disabilities who were formerly homeless.

A Citywide housing condition survey was conducted during the summer months (June and July) of 2013. This survey involved a windshield survey of every street in the City. During this survey, the location and extent of homeless persons were noted. Several individuals were identified near an abandoned railroad easement and other individuals were identified either traveling along one of the City's arterials or resting commercial areas. The surveys identified between ten and fifteen homeless individuals on each day the



survey was conducted. The most recent and comprehensive homeless survey was completed in 2013 as part of the Los Angeles Homeless Service Authority (LAHSA) homeless census. Statistical methods were used to forecast the balance of the County's homeless population. The survey considered the following:

- Unsheltered homeless people, including those found on streets, in vehicles, in makeshift shelters (such as tents), and encampments;
- Sheltered homeless people occupying emergency shelters, transitional housing, domestic violence shelters, and those using vouchers to stay in hotels or motels; and,
- A count of homeless people occupying short-stay institutions such as hospitals, residential rehabilitation facilities, and jails was completed.

A general population survey of 1,000 randomly selected households throughout Los Angeles County was also implemented in an effort to discover homeless persons who would not have been identified by the above methods (otherwise known as the "hidden homeless"). These people were classified as unsheltered due to the fact that they do not utilize emergency shelter or transitional housing facilities for their night-time accommodations. The City was included in south Los Angeles County (SPA 6). The survey identified 4,190 unsheltered homeless persons and 7,044 sheltered persons.

The following shelters provide emergency housing services to the City.

- *Women's & Children's Crisis Shelter* (Whittier. Homeless victims of domestic violence) - 32 Beds.
- *Salvation Army* (Homeless men-overnight shelter) - 15 Beds.
- *Rio Hondo Temporary Home*, Norwalk (Overnight shelter and transportation for families) - 110 Beds.
- *Catholic Rainbow Outreach*, Whittier (Drug recovery program for men) - 13 Beds.
- *Los Angeles Women's Mission*, Los Angeles (full service shelter for women) - 4 Beds.
- *County of Los Angeles, Winter Shelter Program* (Provides emergency shelter from the cold from December through March) - 2,000 additional emergency shelter beds.
- *People Helping People*. 5701 S. San Pedro Street, Los Angeles (Emergency shelter, meals, access to showers and toilets. Referrals to more comprehensive programs) - Year-round shelter with 110 Beds and 150 Beds during the winter.
- *Henderson Community Center*. 911 E. 25th Street, Los Angeles (Transitional shelter for women. Full service including clothing, case management and housing assistance).



- *Acacia House of Peace & Joy*, confidential site in Lynwood (Emergency shelter for domestic violence victims. Provides housing, meals and support) - 28 Beds.
- *Centers for Women and Children*, confidential site in Los Angeles (Transitional housing for homeless domestic violence victims. 30 day stay) - 120 Beds.
- *Faithful Services Outreach*. 1412/1414 W. 37th Drive, Los Angeles, (Emergency housing and services for women, children and pregnant women). No more than 4 children and mothers must be 18 - 10 beds for 30 days. Limit of 2 children between the ages of 6 months and 9 years.
- *First to Serve, Inc.* 1017 W. 50th Street, Los Angeles (Transitional housing and services for homeless men dually diagnosed (HIV/AIDS, substance abuse and/or mental health) - 14 men for 2-year periods.
- *The Shields for Families, Inc.* 1415 E. Alondra Boulevard, Compton (Transitional apartment-style housing and support for homeless families suffering from substance abuse) - Keith Village Apartments – 86 units, Naomi Village Apartments – 20 units.
- *Palms Residential Care Facility*. 8480 S. Figueroa Street, Los Angeles (Transitional housing for homeless persons with multiple diagnoses HIV/AIDS, mental illness and/or substance abuse) - 37 Beds.
- *Casa de Rosas, Inc.* 2600 S. Hoover Street, Los Angeles (Emergency housing, meals and support services. Target population is single women) - 30 Beds.
- *Testimonial Community Love Center*. 5721 S. Western Avenue, Los Angeles (Emergency housing for women and children. Meals, support services and life skills training) - 40 Beds.
- *A Community of Friends*. 9130 S. Figueroa Street, Los Angeles (Permanent housing for homeless persons suffering from chronic mental illness) - Figueroa Court Apartments - 39 units.
- *Dept. of Children and Family Services*. 1525 W. 105th Street, Los Angeles (Transitional Housing Program for Homeless Young People. Services for 18-21 year-olds emancipated from the foster care system) - 250 Beds.

2.5.6 FARM WORKER HOUSING

The City of Maywood is an urbanized community with no active agricultural activities. According to the most recent 2017 Census data, there were no farm worker households found in the City.



2.6 UNITS AT RISK

2.6.1 UNITS CURRENTLY AT RISK FOR CONVERSION

Section 65583 of the California Government Code was amended in 1991, requiring an analysis of subsidized units and a description of programs to preserve assisted housing developments. The preservation of assisted units is an issue because the terms for rent restrictions of federally subsidized projects constructed 20-30 years ago are beginning to come up for renewal or termination. The law suggests that a ten-year analysis period be established with two 5-year subsets. According to HUD, there are no subsidized housing units currently at risk for conversion to market rate rents in Maywood.

2.7 HOUSING COSTS

2.7.1 HOUSING AFFORDABILITY

Housing costs in the City, while lower when compared to many other Southern California communities, are still relatively high when considering the median household income in Maywood. Table 10 summarizes the units housing values identified in the 2017 U.S. Census data.

Table 10
Housing Values in Maywood - 2017

Sales Range	No. of Units
\$0 - \$99,999	23 units
\$100,000- \$149,000	19 units
\$150,000- \$199,999	20 units
\$200,000- \$299,999	415 units
\$300,000- \$499,999	916 units
\$500,000 - \$999,999	162 units
\$1,000,000 or more	8 units

Source: U.S. Census, 2017

Surveys of rents in the City were conducted for 2017 Census data. Table 11 indicates the average monthly rents for those units identified in the survey. The median rent in the City according to the 2017 Census data was \$1,000 per month.



Table 11
Rents in the City - 2017

Rents/month	No. of Units
\$500 or less	121 units
\$500 - \$999	2,387 units
\$1,000 - \$1,499	1,908 units
\$1,500 - \$1,999	476 units
\$2,000 - 2,499	55 units
\$2,500 - 2,999	55 units
\$3,000 and above	5 units

Source: U.S. Census, 2017

According to Zillow.com (January, 2019), there were 23 homes listed for sale in January in the City of Maywood. The average asking price for the conventional homes was \$528,729. Zillow.com was also consulted to identify the asking rents for the same period. The average asking monthly rentals for apartment units was \$1,398. Table 12 indicates the Fair Market Rent (FMR) data for Los Angeles County between 2000 and 2013. The data shown in Table 12 indicates that rents for two, three and four bedroom units steadily increased through the mid-2000s. However, from 2012 to the present there has been a gradual decline in FMRs due most likely to the economic recession. The HUD-formulated FMR schedule serves as a guide for the maximum rents allowable for those units receiving Section 8 assistance. HUD uses the Consumer Price Index (CPI) and the Census Bureau housing survey data to calculate the FMRs for each SMSA.

Table 12
HUD Fair Market Rents Los Angeles-Long Beach SMSA

Year	1 Bedroom (in dollars)	2 Bedroom (in dollars)	3 Bedroom (in dollars)	4 Bedroom (in dollars)
2000	\$605	\$766	\$1,033	\$1,233
2001	\$618	\$782	\$1,055	\$1,260
2002	\$650	\$823	\$1,110	\$1,325
2003	\$764	\$967	\$1,305	\$1,558
2004	\$807	\$1,021	\$1,378	\$1,646
2005	\$900	\$1,124	\$1,510	\$1,816
2006	\$852	\$1,189	\$1,597	\$1,921
2007	\$1,016	\$1,269	\$1,704	\$2,051
2008	1,041	1,300	1,746	2,101
2009	1,090	1,361	1,828	2,199
2010	1,137	1,420	1,907	2,295
2011	1,173	1,465	1,967	2,367
2012	1,159	1,447	1,943	2,338
2013	1,101	1,421	1,921	2,140
2014	1,083	1,398	1,890	2,106



Table 12
HUD Fair Market Rents Los Angeles-Long Beach SMSA

2015	1,103	1,424	1,926	2,145
2016	1,154	1,490	2,009	2,227
2017	1,195	1,545	2,079	2,303
2018	1,284	1,663	2,231	2,467
2019	1,384	1,791	2,401	2,641

Source: U.S. Department of Housing and Urban Development, 2019

2.7.2 OVERPAYMENT FOR HOUSING

The HCD now requires local governments to identify those households that have incomes that are classified as *extremely low-income*. Extremely low-income households are those households that have annual incomes that are 30% of the County median (the Households included in this category typically represent the lowest wage earners in a community with wages corresponding to the current annual minimum wage of \$11 per hour as of January 1, 2018). The annual wage figure cited previously assumes full-time employment. Table 13 indicates the income limits established by HUD to define the lower income household groups. The income thresholds shown in Table 13 indicate the income limits for various household sizes (between one person households up to 8 person households).

Table 13
Household Lower Income Limits (in dollars)

Household Size	2018 (HUD MFI) in dollars		
	30% of Median (Extremely Low Income)	Very Low	Low
1	20,350	33,950	54,250
2	23,250	38,800	62,000
3	26,150	43,650	69,750
4	29,050	48,450	77,500
5	31,400	52,350	83,700
6	33,740	56,250	89,900
7	38,060	60,100	96,100
8	42,380	64,000	102,300



According to the HUD, households that pay in excess of 30% of their monthly income for housing (either a mortgage or a rent/lease) may be overpaying. Table 14 indicates the number of owner-occupied and renter-occupied households that are overpaying for housing.

Table 14
Overpayment for Housing - 2017

Percent of Overpayment	Owner-Occupied	Rental Units	Total
10%-14%	129	420	549
15%-19%	296	74	370
20%-24%	568	71	639
25%-29%	518	35	553
30%-34%	410	42	452
35%-39%	366	7	373
40%-49%	333	11	344
50% or more	337	23	360
Total	2,957	683	3,640

Data showing housing problems and the availability of affordable housing are available through the CHAS website for all counties, places, and CDBG/HOME jurisdictions. Note, the 2010 special tabulation data and median family incomes are based on metropolitan area definitions at the time of the 2010 Census. The CHAS data concerning overpayment for housing in Maywood is summarized below in Table 15. The table indicates the overpayment for extremely low-income households (<30% of the County median), very low-income households (30% to 50% of the county median), low-income households (50% to 80% of the county median), and all of the households in the City. The households that are overpaying for housing are further identified by tenure (owner-occupied and renter households). Finally, the table indicates senior households and large-family households that are overpaying for housing.

Table 15
Overpayment For Housing in Maywood

Income Distribution Overview	Owner	Renter	Total	
Household Income <= 30% HAMFI	175	1,540	1,715	
Household Income >30% to <=50% HAMFI	425	1,360	1,785	
Household Income >50% to <=80% HAMFI	455	1,075	1,530	
Household Income >80% to <=100% HAMFI	205	465	760	
Household Income >100% HAMFI	445	375	820	
Total	1,800	4,810	6,610	
Housing Problems Overview	Owner	Renter	Total	



Household has 1 of 4 Housing Problems	1 235	3 520	4 755	
Household has none of 4 Housing Problems	565	1 260	1 825	
Cost Burden not available	0	35	35	
Total	1 800	4 810	6 610	
Severe Housing Problems Overview ²	Owner	Renter	Total	
Household has 1 of 4 Severe Housing Problems	890	2 810	3 700	
Household has none of 4 Severe Housing Problems	910	1 965	2 875	
Cost Burden not available	0	35	35	
Total	1 800	4 810	6 610	
Housing Cost Burden Overview ³	Owner	Renter	Total	
Cost Burden <=30%	780	2 260	3 040	
Cost Burden >30% to <=50%	435	1 095	1 530	
Cost Burden >50%	585	1 420	2 005	
Cost Burden not available	0	35	35	
Total	1 800	4 810	6 610	

Table 15
Overpayment For Housing in Maywood (continued)

Income by Housing Problems (Owners and Renters)	Household has 1 of 4 Housing Problems	Household has none of 4 Housing Problems	Cost Burden not available	Total
Household Income <= 30% HAMFI	1,570	110	35	1,715
Household Income >30% to <=50% HAMFI	1,520	265	0	1,785
Household Income >50% to <=80% HAMFI	970	560	0	1,530
Household Income >80% to <=100% HAMFI	405	355	0	760
Household Income >100% HAMFI	280	540	0	820
Total	4,755	1,825	35	6,610
Income by Housing Problems (Renters only)	Household has 1 of 4 Housing Problems	Household has none of 4 Housing Problems	Cost Burden not available	Total
Household Income <= 30% HAMFI	1,460	45	35	1,540
Household Income >30% to <=50% HAMFI	1,165	195	0	1,360



Household Income >50% to <=80% HAMFI	560	515	0	1,075
Household Income >80% to <=100% HAMFI	215	250	0	465
Household Income >100% HAMFI	120	255	0	375
Total	3,520	1,260	35	4,810
Income by Housing Problems (Owners only)	Household has 1 of 4 Housing Problems	Household has none of 4 Housing Problems	Cost Burden not available	Total
Household Income <= 30% HAMFI	110	65	0	175
Household Income >30% to <=50% HAMFI	355	70	0	425
Household Income >50% to <=80% HAMFI	410	45	0	455
Household Income >80% to <=100% HAMFI	190	105	0	295
Household Income >100% HAMFI	160	285	0	445
Total	1,235	565	0	1,800

Table15
Overpayment For Housing in Maywood (continued)

Income by Cost Burden (Owners and Renters)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income <= 30% HAMFI	1,520	1,265	1,715	
Household Income >30% to <=50% HAMFI	1,275	500	1,785	
Household Income >50% to <=80% HAMFI	485	175	1,530	
Household Income >80% to <=100% HAMFI	175	65	760	
Household Income >100% HAMFI	75	0	820	
Total	3,530	2,005	6,610	
Income by Cost Burden (Renters only)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income <= 30% HAMFI	1,410	1,180	1,540	
Household Income >30% to <=50% HAMFI	920	240	1,360	
Household Income >50% to <=80% HAMFI	170	0	1,075	
Household Income >80% to <=100% HAMFI	0	0	465	



Household Income >100% HAMFI	15	0	375	
Total	2,515	1,420	4,810	
Income by Cost Burden (Owners only)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income <= 30% HAMFI	110	85	175	
Household Income >30% to <=50% HAMFI	355	260	425	
Household Income >50% to <=80% HAMFI	315	175	455	
Household Income >80% to <=100% HAMFI	175	65	295	
Household Income >100% HAMFI	65	0	445	
Total	1,020	585	1,800	

1. The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%.

2. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1.5 persons per room, and cost burden greater than 50%.

3. Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes.

2.8 EMPLOYMENT CHARACTERISTICS

The 2017 U. S. Census data includes key indicators of the employment characteristics of Maywood residents. In 2017, a total of 12,039 residents were included in the labor force according to the U. S. Census. According to the State of California Employment Development Department, the City's unemployment rate as of January 2019 was 4.6 percent, compared to the County's 9.5 percent. According to the EDD's labor statistics, the City's labor force during this period numbered 12,700 persons with 12,100 persons employed and 600 persons actively seeking employment. Table 16 itemizes employment in the City according to the 2017 U.S. Census data.

Table 16
Employment in Maywood 2017

Industry	Number	Percent
Agriculture, forestry, etc.	116	1.0
Construction	1,018	8.5
Manufacturing	2,235	18.6
Wholesale trade	866	7.2
Retail trade	1,627	13.5
Transportation and warehousing, and utilities	1,354	11.2



Information	288	2.4
Finance and insurance, and real estate	201	1.7
Professional, scientific, and management, and administrative and waste management services	820	6.8
Educational services, and health care and social assistance	1,815	15.1
Arts, entertainment, and recreation, and accommodation and food services	1,051	8.7
Public administration	524	4.4
Other services	124	1
Total Employed	12,039	--

Source: U.S. Census 2010

2.9 ZONING AND GENERAL PLAN LAND USE REGULATIONS TO ACCOMMODATE A VARIETY OF HOUSING TYPES

2.9.1 LAND USE CONTROLS – GENERAL PLAN

Approximately 57 percent of the City's total land area is designated as residential in the General Plan. The dominant residential land use designation is "Residential," which corresponds to the R-3 Zone district. This category of land use is characterized by a mix of single-family detached and attached or detached multiple-unit developments with densities of up to 20 units per acre.

2.9.2 ZONING ORDINANCE—RESIDENTIAL (R-3)

The City of Maywood Zoning Ordinance has a single-zone district exclusively for Single family and Multiple family residential uses, the R-3 Residential zone, the RS zone Specialty Residential Overlay, provides for additional density and allows for the development of residential uses in commercial areas. Under the R-3 zoning designation, up to 20 units per acre can be constructed. These zone districts also correspond to the Residential and Specialty Residential Overlay Land Use designations in the Land Use Element of the City of Maywood General Plan.

The City also has a density bonus ordinance that grants developers a 50 percent density bonus above the 20 units per acre if the developer provides a set-aside of at least 20 percent of the units for low-income households, or 10 percent of the units for very low-income households, and an increase up to 72 du/acre for 100 percent of the units for senior citizens. In addition, the City offers developers at least one additional incentive, e.g., relaxation or other modification of zoning standards regulating such items as setbacks, distances between buildings, required parking, and projections into yards.



The development standards for the R-3 zone include a 5,000 square-foot minimum lot size, a two-story height limit, a 25 yard setback, not less than 5-foot interior side yard, and not less than 15-foot rear yard. The minimum distance between two residential structures is 10 feet. Parking requirements for single-family residences with three or less bedrooms is two covered spaces, and one additional space is required for each additional bedroom over three bedrooms. Parking requirements for multi-family units are the same as single-family, however, there shall be an additional one half (1/2) guest space per unit. The standards and regulations for the R-3 zone district are summarized in Table 17.

2.9.3 ZONING ORDINANCE – RESIDENTIAL SPECIALTY OVERLAY (RS)

The Residential Specialty Overlay (RS) designation provides for the development of senior citizen housing and multiple-family affordable housing. The development standards for senior units in the RS zone include a 10,000 square-foot minimum lot size, a four-story height limit, and the same setback requirements as the R-3 zone. This overlay designation permits up to 48 units per acre for senior housing and a maximum 25% density bonus increase of 20 d/u per acre over the R-3 standards.

No setbacks are required under the Planned Unit Development (PUD) process. The parking standard for senior complexes is one covered space per two units. Parking standards may be reduced by up to 20 percent and reduced an additional 5 percent if the project includes amenities for alternate transportation. The standards and regulations for the R-S zone district are summarized in Table 17.

2.9.4 ZONING ORDINANCE – RESIDENTIAL INFILL (CM)

As a means of providing additional sites for multiple-family housing, the City has identified target commercial areas in the CM zones that extend along Slauson Avenue and Atlantic Avenue where mixed use commercial and multiple-family residential developments will be permitted.

Similar to the Residential Specialty Overlay, densities of up to 48 units per acre will be permitted, subject to planned unit development guidelines. Non-senior affordable housing is also permitted by right, and is subject to Planned Unit Development (PUD) standards and procedures. The standards and regulations for the CM zone district are summarized in Table 17.

**Table 17****Summary of Residential Zone Districts**

Regulation	R-3	RS	CM
Min. Lot Size	5,000 sq. ft.	10,000 sq. ft.	5,000 sq. ft.
Dwelling Unit Density	20 units/acre	48 units/acre (Senior Housing) 20 units/acre + 50% density bonus for affordable housing and 72% density bonus for 100% Senior Citizen housing developments.	48 units/acre Senior Housing permitted only in RS overlay 20 units/acre (multi-family)
Front Setback Side Setback, Rear Setback	25 feet 5 feet 15 feet	25 feet 5 feet 15 feet	Determined by PUD
Parking Requirements	2 covered spaces/unit plus half a space per unit for guest parking for multi-family	1 space / 2 units (senior housing) Multi-family same as R-3 However up to a 25% reduction may be allowed for affordable housing via a PUD	Determined by PUD
Max. Building Height	Two story	Four story	Determined by PUD

Over the years, the City has promoted the removal of governmental restrictions in the Zoning Ordinance through the implementation of the following:

- The City has amended the Zoning Ordinance to reducing the number of off-street parking stalls required for senior housing units.
- The Zoning Ordinance was further amended to permit residential units on the upper floors of commercial buildings.

Table 18 describes the housing types by permitted uses. The City of Maywood Zoning Ordinance stipulates the residential types permitted, conditionally permitted, or prohibited in each zone allowing residential uses. Permitted uses include those uses that are allowed without discretionary review as the project complies with all development standards.



Table 18
Housing Types Permitted Under the Existing Adopted Zone District

Use	Zone District				Comments
	R-3	RS	C	CM	
Single-Family	P	U	C	X	
2-4 DU	P	U	C	X	
5+ DU	P	U	C	P	Affordable multi-family projects shall be located within the RS overlay district and shall comply with Section 5125 of the MZO (Planned Unit Development). PUDs require discretionary review. There is an initial 30 day review period after which the application is deemed complete or incomplete. Once the application is deemed complete, it is distributed to various agencies for review and comment. It is then scheduled for the P/C within 60 days.
Residential Care Facility	P	U	X	X	
Senior Citizen Housing	O	P	O	O	
Transitional Housing	X	X	X	C*	The City will develop a program to make necessary zoning amendments to be permitted by right in Overlay
Emergency Shelter	X	X	X	C*	The City will develop a program to make necessary zoning amendments to be permitted by right in Overlay
Single-Room Occupancy (SRO)	N/A	N/A	N/A	N/A	SRO not called out in MZO. City will develop a program to make necessary zoning amendments to be permitted by right in Overlay
Manufactured Homes	N/A	N/A	N/A	N/A	MH are not called out in MZO. City will amend ordinance to allow MHS.
Mobile-Homes in MZO	X	X	X	C	
2nd Unit	P	P	X	X	Second unit Ordinance conforms to State law.

P = Permitted U= Underlying Zone Determines if Use is Permitted C = Conditionally Permitted X = Prohibited O= Use Permitted in Conjunction with the Appropriate Overlay Zone

The Community Development Director has the authority to approve administrative projects, which allows some flexibility on the part of the City to ensure basic health and safety, and general welfare concerns are met. Conditional Use Permits (CUP) are approved by the Planning Commission unless appealed to the City Council. Typical findings of a CUP include that the project is consistent with the General Plan, the use is compatible with surrounding uses, and that the project is in conformance with basic public health and safety requirements.



2.9.5 LAND USE CONTROLS – NON-CONFORMING RESIDENTIAL USES

A significant number of multiple-family structures exist in the R-3 zone with densities well in excess of 20 units/acre and minimal setbacks from adjacent single-family structures. When the City adopted its first Zoning Ordinance in 1966, these non-conforming residential units were "grandfathered" into the Zoning Code and permitted to remain. In addition, when the City revised its Zoning Ordinance in the early 1990s, non-conforming residential uses were given even greater protection by allowing owners to rebuild if the unit was destroyed. The majority of housing in the R-3 zone is, however, single-family as dictated by the 6,000-7,500 square-foot parcel size, with two or three additional units located behind the primary structure, frequently with one of the units above a garage. The City encourages lot consolidation of individual R-3 parcels to provide for multiple-family development and maximize the potential number of units on a site. The greatest concentration of nonconforming residential development is found within an area located on the west side of Maywood Avenue. The existing housing units in this industrial area are in a poor state of maintenance. In 1967, the City's Zoning Ordinance was amended to designate this as an industrial area, and residential property owners were given 20 years (until 1987) to conform to the manufacturing zone requirements and vacate all residential uses. These conditions were recorded against all residential properties in the industrial zone, and disclosed to potential purchasers as part of the title report.

In February 1986, the City notified all residential property owners in this area, as a reminder of the impending requirement to vacate their residential properties. Several of the property owners filed lawsuits against the City to maintain their residential use and on November 18, 1996 the City Council and all but one of the property owners entered into a Non-Conforming Use Agreement for an extension of time, extending the legal non-conforming status of the residential land uses until November 23, 2003. On November 4, 2003, the City Council and the affected property owners entered into another Agreement for Extension of Nonconforming Use extending the legal nonconforming status of the properties until November 15, 2018. Conditions of the agreement included provisions for all tenants to be notified in writing one year in advance that they will be required to vacate their unit, and that any new tenant moving into a unit during the final year be notified orally and in writing of the termination date prior to agreeing to rent a unit. Strict sanctions are also included in the agreement to ensure property owners not allow units to fall into disrepair and become substandard.

2.10 HOUSING DEVELOPMENT CONSTRAINTS

This section of the Housing Element is concerned with the identification of constraints that may affect the development of housing, especially affordable housing. This analysis of housing constraints considers those regulations, ordinances, and/or controls that may impede the development of new housing or otherwise increase the cost of housing (*governmental constraints*). Local governments may unintentionally affect the cost of housing through land use controls, building codes and their enforcement, fee processing requirements, required on- and off-site improvements, and taxes. In



addition to governmental constraints, economic and market factors (referred to as *market constraints*) may also affect the cost of new housing development.

2.10.1 ON AND OFF-SITE IMPROVEMENT REQUIREMENTS

For a typical single-family home, there are no off-site fees related to the construction of new infrastructure, park fees (Quimby Ordinance), or Mello-Roos fees. The street system and supporting infrastructure has been installed as part of the area's historic development. The City of Maywood maintains a high engineering standard for curbs, gutters, sidewalks, and streets, and these standards regulate construction and such items as width and grade. There are no established standards for private streets other than that they must be wide enough to meet standards established in the California Fire Code for Fire Department equipment needs. However, the City is primarily built out and it is unlikely that new public streets will be created by future housing development.

The City's requirements for off-site improvements related to multiple-family developments are not overly or unnecessarily restrictive. The density, setback and other standards regulating development within the City are consistent with those being used by other surrounding communities and will not inhibit the development of a range of housing types within the City. The City has not imposed any moratoria, open-space requirements, or prohibitions against multi-family housing that would potentially inhibit the development of new housing. The City will continue to review the general development standards such as street width, parking lanes, and sidewalks, not only to result in lower costs, but also in a more pleasing appearance for the subdivision. Developments must also provide connection to water and wastewater systems. Where roadways are not present, developers are required to construct all internal roadways for a subdivision, and provide connections to existing roadways.

2.10.2 DEVELOPMENT PROCESSING

The time required to process a project varies greatly from one project to another and is directly related to the size and complexity of the proposal and the number of actions or approvals needed to complete the process. Table 19 identifies the typical processing time most common in the entitlement process. Most projects do not have to complete each step in the process (i.e., small scale projects consistent with General Plan and Zoning designations do not generally require Environmental Impact Reports [EIR], General Plan Amendments, Rezoning, or Variances). Also, certain review and approval procedures may run concurrently. For example, a ministerial review for a residential development would be processed concurrently with the design review.



Table 19
Permit Review Timelines in the City of Maywood

Type of Approval or Permit	Typical Processing Time	Approval Body- Planning Commission
Site Plan Review	4 weeks	(Project is ministerial when less than 5,000 sq. ft.)
Administration	6 - 8 weeks	Community Development Director
Conditional Use Permit	8 -16 weeks	Planning Commission
Variance	6 - 8 weeks	Planning Commission
Zone Change	12 - 24 weeks	City Council
General Plan Amendment	12 - 24 weeks	City Council
Site Plan Review	2 - 6 weeks	City Staff
Final Subdivision Map	6 weeks	Community Development Director
Subdivision Maps	10 -16 weeks	Planning Commission
Negative Declaration	4 - 6 weeks	
Environmental Impact Report	4 - 6 months	Planning Commission

The typical processing procedures for residential development applications are outlined below in Table 20. The City makes full use of the various infill exemptions that are permitted under CEQA.

Table 20
Typical Processing Procedures for the City of Maywood

Single-Family Unit	Subdivision	Multi-family Units
Admin Site Plan Review	Tentative Map	Site Plan Review
	Final Map	
Site Plan Review *	--	Variance
	--	Negative Declaration
Processing Time 4 weeks	6 months	6 months

As indicated previously, the City works closely with developers to expedite approval procedures so as not to put any unnecessary timing constraints on development. For a typical project, an initial pre-consultation meeting with the Building and Planning department, Public Works, and the Fire Department is arranged to discuss the development proposal. Concurrently, the elevations are sent to the Planning staff for pre-approval.

The plan is then approved at the staff level. Depending on the complexity of the project, a single-family project is approved in 4 to 6 weeks from date of plan submission; if no variances, exceptions, or zone changes are needed. After the project is approved, the Building Department performs plan checks and issues



building permits. Throughout construction, the Building Department will perform building checks to monitor the progress of the project. This process does not seem to put an undue time constraint on most developments because of the close working relationship between City staff, developers, and the decision-making body. Table 21 outlines typical approval requirements for a single-family infill project, a typical subdivision, and a typical multiple-family rental housing development.

Table 21
Typical Processing Procedures by Project Type

	Single-Family Unit	Subdivision	Multi-family > 20 units	Multi-family < 20 units
List Typical Approval Requirements	Site Plan Review	Tentative Map Site Plan Review	Site Plan Review	Site Plan Review
	Ministerial when project is under 5,000 square feet	Final Map	Discretionary PUD required	Discretionary PUD required
		Initial Study	Planning Commission Approval Required	Planning Commission Approval Required
Est. Total Processing Time	4 weeks	6 months	6 months	6 months

Depending upon the complexity of a project, building plan check for new construction averages approximately 3-4 weeks. Planned Unit Developments (PUDs) are required for multi-family developments greater than 5 units. PUDs are subject to discretionary approval by the Planning Department and compliance with Section 5125 of the MZO. PUD projects are reviewed within an initial 30 day period. Once the application is deemed complete it is routed to various agencies for comment within a 30 day period. The project is then scheduled at the next available Planning Commission hearing. The City has followed a policy of retaining temporary staff or consultants to assist in processing permits during those periods when staff shortages or increases in permit request may occur. This compares very favorably to other jurisdictions in the area.

The evaluation and review process required by City procedures contributes to the cost of housing in that holding costs incurred by developers are ultimately reflected in the unit's selling price. For residential development, permits may be necessary from a variety of departments, though processing time for residential projects in the City is not excessive. The actual review time is dependent on the size and location of the project, and whether it is designed to meet City standards or involves requests for variances from development standards. In general, the processing time for most residential projects in Maywood ranges from one to three months and compares favorably with other jurisdictions in the region.

2.10.3 DEVELOPMENT FEES

Processing fees for land use permits in Maywood are among the lowest in the area. The City has resisted attempts to derive full compensation for staff hours through filing fees, with the result that front-end expenses for developers have been kept low over the years. Building permit and plan check fees are in



line with those currently charged by other jurisdictions in the area. Presently, Public Works Department plan review fees are low. Local governments may unintentionally influence the cost of housing through land use controls, building codes and their enforcement, fee processing requirements, required on- and off-site improvements, and taxes and insurance. The aforementioned fees are summarized below in Table 22.

Table 22
Current Discretionary Fees

Description	Fee
Conditional Use Permit	\$411*
Extension of Nonconforming Use Permit	\$411*
Variance	\$411*
Zone Change (without environmental review)	\$598*
General Plan Amendment	\$1,644*
Initial Study/Negative Declaration	\$688
Preliminary Environmental Review	\$224
Environmental Impact Report	\$688
Tentative Tract /Parcel Map	\$2012*
Certificate of Compliance	\$75

Source: City of Maywood, 2019.

*Plus \$504 Noticing Fee.

The City of Maywood Building and Planning Department is responsible for ensuring that all new construction is performed and completed in a safe and proper manner using the correct materials and methods. Permits are required for any changes, including electrical, plumbing or building changes to any property. Applicants and/or contractors are required to bring their plans to City Hall where a building inspector will examine the plans for approval. The building permit provides evidence that the contractor has complied with the Building Code and the City has approved the proposed construction. The building permit also serves as the permanent record of all improvements done to a particular structure. Building permits are required to do any new work including mostly repair work.

Table 23 estimates the building fees for a typical single-family home and multiple-family development. The fees shown in Table 23 are applicable to both single-family and multiple-family development. The processing fees are well under 1% of the total development cost. Assuming a 1,000 square-foot unit, the total development fees (including school district fees) would be approximately \$5,470 per unit. This assumes 20 electrical fixtures, 5 plumbing fixtures, one sewer connection, and one thousand square feet of floor area. The permit fees account for less than 3% of a residential unit costing \$225,000.



Table 23
Typical Building and Processing Fees

Fee	Description
Building Permit	\$1.12/sq. ft.
Plan Check Fee	\$0.96/sq. ft.
Electrical Permit	\$4.00/outlet or fixture+ \$45.00 issuance fee
Plumbing Permit	\$20.00/fixture+\$45.00 Issuance Fee
Mechanical Permit	\$45.00 issuance Fee
Grading Permit	Based on Cubic Yards
Sewer/Septic Permit	\$60.00/connection + \$45.00 issuance Fee
School District	2.97/sq. ft.

Source: City of Maywood, 2019.

2.10.4 BUILDING CODE REQUIREMENTS

A major problem in the past has been illegally converted units that have been constructed in violation of building and safety codes. These illegal conversions continue to be an issue in Maywood. Past code enforcement efforts have focused on multiple-family apartments that have not been adequately maintained by their owners.

While code enforcement and improved development standards are likely to have an effect on the cost and availability of housing, both the Presale Housing Inspection Program and improved development standards are important in ensuring that the City's housing stock is adequately maintained. These efforts are also important in making sure that the housing is safe for the occupants. The City will continue to coordinate its code enforcement efforts with available housing rehabilitation assistance to minimize any hardship on lower income property owners.

2.10.5 SCHOOL FEES

The State adopted legislation authorizing local school districts to levy fees on new residential construction and on additions to existing residential development which increase the habitable space of a structure and exceed a value of \$20,000. In Maywood, the Los Angeles Unified School District recently adjusted its fees for residential construction to per square-foot. While such fees are collected to finance the construction, and reconstruction of school facilities, they do add to the cost of housing in the community.



2.10.6 MARKET CONSTRAINTS

There is little land in the City available for new construction. As noted elsewhere in this Element, there is a limited amount of undeveloped or underdeveloped land identified by the City as appropriate for residential development. The former Maywood Redevelopment Agency, now known as the Maywood Successor Agency, currently owns a total of four (4) parcels that have a total land area of 47,176 square feet. The first parcel is located at 5517 Maywood Avenue and has a lot area of 14,452 square feet. The second, third and fourth parcels are located on District Boulevard, with a total land area of 32,724 square feet.

As in other areas of the Los Angeles Basin, housing costs are quite high, though relative to nearby communities (Whittier, Montebello, and Downey), the overall cost for housing in Maywood is lower. Recent statistics indicate that the Southern California area is now the most expensive housing market in the country.

2.10.7 AVAILABILITY OF FINANCING

Local banks and other lending institutions in the community provide a ready source of available financing for constructing new housing and rehabilitating and conserving existing housing stock. There does not appear to be any efforts to red-line or otherwise limit lending for the purchase of homes in the City. However, lending practices that were very liberal in the past, have become more restrictive as a result of the collapse of the sub-prime loan market.

2.10.8 LOW VACANCY RATES

According to the most recent DOF estimates, the vacancy rate in the City was 2.5%, compared to a 5.8% vacancy rate for the County. The low vacancy rates are due in part to the urban character of the City that translates into a limited amount of vacant land to accommodate new development. In other areas of the County, new housing that is yet to be sold (and thus, occupied) contributes to a higher vacancy rate.

2.10.9 CONSTRAINTS FOR REASONABLE ACCOMMODATION

As indicated previously in Section 2.5.2, disabled persons often have unique and special needs when it comes to housing. Often, households in this category include elderly persons that may have one or more disabilities. Special interior improvements are often needed to accommodate a disabled tenant or homeowner. For example, door frames must be wider to accommodate wheel chairs, ramps instead of stairs are needed, hand rails in bathrooms need to be installed, cabinet doors must be accessible, and light switches and other devices also need to be within easy reach. The cost for retrofitting an existing structure may cost thousands of dollars and be beyond the reach of those households with lower incomes. The lack of such housing is even more pronounced when it comes to market-rate rental units. The real constraints are associated with the housing for families and working-aged adults. The City of Maywood requires that



all new residential developments comply with California building standards (Title 24 of the California Code of Regulations) and Federal requirements for accessibility.

The State has removed any City discretion for review of small group homes for persons with disabilities (six or fewer residents). The City does not impose additional zoning, building code, or permitting procedures other than those allowed by State law. The City also allows residential retrofitting to increase the suitability of homes for persons with disabilities in compliance with accessibility requirements. In addition, Maywood works with applicants who need special accommodations in their homes to ensure that application of building code requirements does not create a constraint. The City implements and enforces Chapter 11, 2013 California Code. The City provides information to all interested parties regarding accommodations in zoning, permit processes, and application of building codes for housing for persons with disabilities.

The City has not identified any zoning or other land-use regulatory practices that could discriminate against persons with disabilities and impede the availability of such housing for these individuals. The Zoning Ordinance allows for the reduction of parking spaces for a unique use such as a senior housing project or other special needs. In the case of senior housing, projects are required to provide parking per the Zoning Ordinance. However, reduction in the required number of parking spaces may be allowed if the responsible approving body deems such a reduction to be appropriate. In no case, however, shall the total reduction in required parking spaces exceed 25 percent.

Similarly, affordable housing projects shall provide parking per the Zoning Ordinance, however through the PUD process, the Planning Commission may allow up to a 25 percent reduction in the required number of parking spaces if such a reduction is deemed appropriate. The Zoning Ordinance also provides the Planning Department with the authority to establish and approve parking stalls and maneuvering areas other than those set in the ordinance. The City does not restrict occupancy of unrelated individuals in group homes and does not define family or enforce a definition in its Zoning Ordinance. The City permits housing for special needs groups, including for individuals with disabilities, without regard to distances between such uses or the number of uses in any part of the City.

2.10.10 ENVIRONMENTAL CONSTRAINTS

This section describes those environmental factors that must typically be considered in the planning and development of new housing in Maywood.

- *Hazardous Substances.* The sites that were developed prior to the 1970s may include trace amounts of lead and/or asbestos in the soils and any remaining structures. Lead-based paint was commonly used prior to 1970 and is the predominant source of lead contamination in the soils. Asbestos was commonly used as insulation and floor tiles during this same period. As a result, any demolition associated with any future redevelopment may require some form of investigation and/or remediation. According to the Cortese Site (Hazardous Waste and Substance listing from the Department of Toxic Substances Control), there is one site identified within the City known as Pemaco, a former chemical corporation located in property formerly zoned Manufacturing (M)



and adjacent to a residential neighborhood. The site is part of the Federal Superfund cleanup program and is currently incorporated into the Maywood Riverfront Park with a "Park" General Plan Land Use Designation.

- *Seismic Risk.* Major faults in the region include the Whittier Elsinore, Norwalk, Newport Inglewood, Santa Monica, Sierra Madre, Palos Verdes, and San Andreas Faults. According to the Los Angeles County Safety Element, no known or suspected active fault traces pass through or are located near the City. There are no designated Alquist-Priolo Special Studies Zones found within Maywood. The City is located within an area that may be subject to liquefaction hazards. However, the level of risk within the City is no greater than that anticipated for the region.
- *Wildfire Risk.* No areas of native or natural vegetation are found within Maywood. The entire City is located outside of any Zone 4 (wildfire risk) designation according to maps prepared by the Los Angeles County Fire Department. The Zone 4 designation applies to those areas of the County where the natural vegetation represents a significant wildfire risk.
- *Flood Risk.* With the exception of the Los Angeles River channel, there are no lakes or streams within the City. No natural stream channels remain within any of the candidate development sites. The majority of the City was previously located within a designated flood hazard area as identified by the Federal Emergency Management Agency (the "AR zone" that was assigned to areas where potential flooding may occur until upstream flood control improvements are completed). The AR zone was proposed and adopted after the U.S. Army Corp of Engineers (ACOE) determined that flood control systems serving the Los Angeles area are no longer sufficient in terms of protecting nearby areas from inundation by the base flood scenario. The ACOE has completed the upstream flood control improvements and the AR flood zone designation has been removed.

The aforementioned environmental constraints related to seismic risk, flooding risk, and other natural hazards are identified in the Safety Element included in the City of Maywood General Plan. In addition, these hazards are shown in the City's adopted Hazard Mitigation Plan.

2.10.11 INFRASTRUCTURE CONSTRAINTS

As indicated in the previous section, the majority of the City was previously developed. As a result, any potential housing redevelopment site is currently served by basic infrastructure. The Los Angeles County Sanitation Districts (LACSD) No. 1 and 2 provide sewer service to the City. The City is located within the service area of Sanitation District No. 1. Wastewater collected by the LACSD is conveyed to the Joint Water Pollution Control Plant located at 24501 Figueroa Street in Carson. This treatment plant has a design capacity of 385 million gallons per day (mgd) and currently treats 330 mgd. Thus, a remaining capacity of 55 mgd is available for future development in the region.



The potential new residential units are projected to generate 3,520 gallons of effluent on a daily basis (assuming 160 gallons of effluent per unit, per day) and is projected to consume 4,400 gallons of water on a daily basis (assuming 200 gallons per day for each unit).¹ In addition, the more modern and up-to-date plumbing fixtures in the new building will likely result in a further reduction in effluent generation. As a result, no significant adverse impacts are anticipated.

The potential to develop the additional units contemplated under the Housing Element will result in increased water consumption and wastewater effluent generation. The City is obligated under State law to fulfill the RHNA requirements that have been assigned to the City. These RHNA growth projections were evaluated in the environmental studies prepared for both the RHNA and RTP. Furthermore, the residential development envisioned as part of the Housing Element's implementation is consistent with that contemplated under the City of Maywood General Plan. As part of this development review process, the City may require infrastructure improvements to accommodate demand. As a result, no significant adverse impacts are anticipated.

The regional storm drains in the City are owned and maintained by the Los Angeles County Flood Control District that connect directly to the Los Angeles River to the east. Drainage lines are located on north-south streets and are connected to the Los Angeles River by drainage lines on east-west streets. Local storm drains and catch basins are maintained by the City. While the majority of the candidate development sites are underutilized, the projected runoff may be accommodated by existing storm drain infrastructure. The projected storm water runoff is not anticipated to significantly increase with future residential development. As a result, no significant adverse impacts are anticipated.

¹ Derived from Orange County Sanitation District rates.



SECTION 3 - HOUSING PLAN

3.1 INTRODUCTION TO THE HOUSING PLAN

This section of the City of Maywood Housing Element addresses the State's housing element requirements for a "statement of the community goals, quantified objectives, and policies relative to the maintenance, preservation, improvement, and development of housing." This Housing Plan consists of the following components:

- *Housing Element Policies* indicates those policies that will be applicable over the course of the planning period governed by this Element;
- *Housing Element Programs* indicates those specific programs that will be effective in assisting in the conservation of affordable housing, the development of new affordable housing, the identification and provision of new sites for residential development, and the removal of governmental constraints; and,
- *Regional Housing Needs Assessment* provides a discussion of the Regional Housing Needs Assessment and how the City intends to accommodate its identified housing need.

3.2 HOUSING ELEMENT POLICIES

3.2.1 NEW RESIDENTIAL DEVELOPMENT

The following policies encourage the construction of new housing units that offer a wide range of housing types to ensure that an adequate supply is available to meet existing and future needs:

- *Goal 1.* The City will provide a wide range of housing types to meet the existing and future needs of Maywood area residents.
- *Policy 1.1.* The City will provide a variety of residential development opportunities in Maywood, ranging from single and multiple-family uses in the R-3 zone, and higher density housing in Residential Specialty and Mixed Use target areas.
- *Policy 1.2.* The City will encourage both the private and public sectors to produce or assist in the production of quality housing with a particular emphasis on housing that is affordable to lower income and special needs households.
- *Policy 1.3.* The City will promote the development of low- and moderate-income housing by continuing to provide developers with density bonuses and other incentives for providing units for low- and moderate-income residents.



- *Policy 1.4.* The City will assist residential developers in identifying and preparing land for new housing development.
- *Policy 1.5.* The City will coordinate with the Los Angeles Community Development Commission to take advantage of Federal funds.
- *Policy 1.6.* The City will continue to coordinate with local social service providers to address the needs of the homeless population.
- *Policy 1.7.* The City will locate higher density residential development in close proximity to public transportation, services and recreation.

3.2.2 HOUSING CONSERVATION POLICIES

The goal of housing preservation is to protect the existing quality and investment in housing and to avoid a degree of physical decline that will require a larger rehabilitation effort to restore quality and value. Maywood has experienced significant private-initiated housing rehabilitation in recent years related to the substantial increase in home values and the reinvestment of the home equity into property maintenance. The City will continue to foster this upgrading, as well as providing financial assistance as available.

- *Goal 2.* The City will enhance the quality of existing residential neighborhoods in Maywood through ongoing home maintenance and improvement programs.
- *Policy 2.1.* The City will continue to promote rehabilitation programs as a means to provide financial and technical assistance to lower income property owners.
- *Policy 2.2.* The City will continue to utilize the code enforcement program to bring substandard units into compliance with applicable codes and to improve overall housing conditions in Maywood.
- *Policy 2.3.* The City will minimize the displacement impacts occurring as a result of residential demolition.
- *Policy 2.4.* The City will promote increased awareness among property owners and residents of the importance of property maintenance to long-term housing quality.
- *Policy 2.5.* The City will encourage room additions by continuing to provide parking variances and rehabilitation assistance as a means of increasing the holding capacity of the existing housing stock.
- *Policy 2.6.* The City will endeavor to establish a multi-unit residential lead abatement grant program to provide lead safe housing to the City's poorest residents using tax-exempt CDC Housing Bond Funds;



the program will be fully funded with no repayment required. Thus, landlords will not be encouraged to raise rental rates to pay for needed abatement.

3.2.3 LAND USE COMPATIBILITY POLICIES

As a highly urbanized environment, varying land uses in Maywood are developed in close proximity to one another. It is an on-going concern in the City to ensure that residential growth is sensitive to the existing environmental setting. The City will continue to encourage development that is designed to minimize impacts on the surrounding neighborhood.

- *Goal 3.* The City will ensure that new housing is sensitive to the existing environmental setting.
- *Policy 3.1.* The City will ensure that multiple-family infill development is compatible in design with single-family residential areas and is consistent with the existing neighborhood character.
- *Policy 3.2.* The City will ensure that residential development which fronts on major arterial highways (such as in the (R-3) Specialty Residential Overlay zone and in Mixed Use areas) incorporate adequate setbacks and buffering.
- *Policy 3.3.* The City will accommodate new residential development which is coordinated with the provision of infrastructure and public services in those areas where Mixed-Use developments are encouraged.
- *Policy 3.4.* The City will provide standards that will allow for adequate off-street parking with safe access to adjacent streets.
- *Policy 3.5.* The City will create more recreational open space and tot lots in neighborhoods where there is a need.

3.2.4 FAIR HOUSING POLICIES

In order to make adequate provision for the housing needs of all economic segments of the community, the City must ensure equal and fair housing opportunities are available to all residents.

- *Goal 4* The City will promote equal opportunity for all residents to reside in the housing of their choice.
- *Policy 4.1.* The City will continue to cooperate with the Fair Housing Congress of Southern California through the Long Beach Fair Housing Council to enforce fair housing Laws.
- *Policy 4.2.* The City will prohibit practices which restrict housing choice by arbitrarily directing prospective buyers and renters to certain neighborhoods or types of housing.



3.3 HOUSING PROGRAMS

This section describes the various housing initiatives the City intends to implement over the planning period. The housing programs are arranged according to the following categories:

- Affordable Housing Program;
- Housing Conservation Program;
- New Housing Program;
- Fair Housing Program;
- Emergency Housing Program; and,
- Reasonable Accommodation Program.

3.3.1 DENSITY BONUS PROGRAM *Affordable Housing Program*

On February 12, 2002, the City adopted Ordinance No. 02-485 providing for Density Bonus provisions for Affordable Housing with an increase up to 50 percent above the otherwise allowable residential density for affordable housing and increase of up to 72 units per acre for senior citizen housing. The City will need to codify Ordinance No. 02-485 by amending Section 4025 (Housing for Very Low Income and Lower Income Households) of the Maywood Zoning Ordinance.

State law provides a framework for density bonuses by requiring cities to grant developers a minimum 25 percent density bonus above standard zoning ordinance limits if the developer provides at least 20 percent of the units for low-income households, 10 percent for very low-income households, or at least 50 percent for senior citizens. In addition to the density bonus, at least one other regulatory concession must be granted by the City. The City will implement its recently adopted density bonus ordinance.

- *Responsible Agency.* Planning Division
- *Funding Sources.* CDBG, or CA Tax Credit Allocation Committee
- *Timing for Implementation.* This program is ongoing and will continue to be implemented throughout the planning period.
- *Objectives.* 7 units during the planning period.



3.3.2 SECOND UNIT PROGRAM *Affordable Housing Program*

The City first amended its Zoning Ordinance in 1983 to include provisions for accessory senior citizen housing, or so-called "granny flats." The City recently amended its Zoning Ordinance to conform to the requirements of AB 1866. The purpose of AB 1866 was to promote the creation of second units by requiring ministerial consideration of second unit applications. A local second unit ordinance must provide guidelines for the approval of second unit applications, where in the absence of, the State standards found in Government code section 65852.2 are used. The local government in adopting a second unit ordinance has the flexibility to establish standards that will be applicable to the locality. Chapter 1062 of the Maywood Zoning Ordinance requires that an application for a second unit permit is to be considered ministerially without discretionary review or public hearing on or after March 25, 2008.

- *Responsible Agency.* Building and Planning.
- *Funding Sources.* General Fund.
- *Timing for Implementation.* This program is ongoing and will continue to be implemented throughout the planning period.
- *Objectives.* 5 units during the planning period.

3.3.3 SINGLE-ROOM OCCUPANCY HOUSING PROGRAM *New and Affordable Housing Program*

A single-room occupancy (SRO) development may serve as an important source of affordable housing for lower-income individuals, seniors, and persons with disabilities. A SRO unit usually is small ranging in size from 200 square feet to 350 square feet. Many of the older SROs have been lost due to deterioration, hotel conversions, and demolition. As a means to finance this program, the City will prioritize affordable housing funds towards the provision of housing for extremely low-income households as part of the development of SRO housing. The purpose of this program is to establish appropriate regulations in the City's Zoning Ordinance that would permit SRO development in the City's (R-3) Specialty Residential Overlay multiple-family zones as well as in those areas where Mixed Use development is contemplated. This program is new and will be initiated during this planning period. The implementation elements are outlined below:

- *Responsible Agency.* Planning Division.
- *Funding Sources.* General Fund for the Zone Ordinance Amendment.
- *Timing for Implementation.* The Zoning Ordinance Amendment will occur *within 1 year of adoption by CC.*
- *Objectives.* 15 units during the planning period.



3.3.4 MAYWOOD AVENUE PROGRAM *Housing Conservation Program*

The City's 1967 Zoning Ordinance requires the removal of residential uses in the industrial portion of the City (generally on the west side of Maywood Avenue). Much of the existing housing in this area is poorly-maintained with inadequate ventilation. Most of these units lack any yards or safe open space areas for children to play. Residential property owners were given 20 years (i.e., until 1986) to conform with the manufacturing zone requirements and vacate residential uses. In November 1996, a Non-Conforming Use Agreement was entered into with all but one of the property owners, extending the time frame for removal of the remaining residential uses to November 2003. In November 2003, the City Council extended the Extension of NonConforming Use Agreement until November 15, 2018.

- *Responsible Agency.* Planning Division.
- *Funding Sources.* General Fund.
- *Timing for Implementation.* The City will consider a possible GPA and rezoning of the affected area prior to the fourth quarter of 2015.
- *Objectives.* The area will be rezoned and the GPA will be amended to permit residential development by right.

3.3.5 REHABILITATION PROGRAMS *Housing Conservation Program*

The City may consider other sources or funds including CDBG through the LA County Community Development Commission (CDC). Maywood is a participating City in the LACDC through which it currently receives CDBG funds via CDC. The Federal HOME program represents a major new source of funds available to jurisdictions to assist either affordable rental or home ownership housing through acquisition, construction, reconstruction, and/or rehabilitation. The County CDC funds its Affordable Housing Program with HOME monies to "provide financial and technical assistance to acquire sites and develop affordable housing or mixed use projects through the provision of gap financing and other relevant subsidies." In addition, the County offers the Affordable Homeownership Program and Rental Rehabilitation Loan Program. The loss of redevelopment set-aside funds was a significant blow to the City's ability to directly intervene (through lot assembly and financial assistance) in facilitating new housing development. Currently, the City lacks the funding in its General Fund to finance new development. As a result, new rehabilitation assistance will be limited to grants and other assistance from outside agencies. Towards this end, the City will continue to explore opportunities for new funding sources. The City of Maywood will continue to work with the Hired Consulting Staff in the implementation of the existing rehabilitation programs.

- *Responsible Agency.* City of Maywood.
- *Funding Sources.* CDBG, (LA County CDC)
- *Timing for Implementation.* This program is ongoing and will continue to be implemented throughout the planning period. The City will continue to work with the CDC in maintaining the existing program funding and will explore ways to enhance funding.
- *Objectives.* 12 rehabilitated units during the planning period (2012). No units rehabilitated in 2013. Expect to rehabilitate 5-10 units during the planning period.



3.3.6 SPECIALTY RESIDENTIAL OVERLAY PROGRAM *Affordable Housing Program*

The Residential Specialty Overlay (RS) designation provides for the development of Market and Affordable multiple-family condominiums, apartments, and housing for senior citizens. The development standards for senior units in the (R-3) Specialty Residential Overlay zone include a 10,000 square-foot minimum lot size, a four-story height limit, and no setback requirements may be required should the case be processed as part of a Planned Unit Development (PUD). This overlay designation permits a maximum density of up to 48 units per acre and up to 72 d/u per acre for 100% Affordable Units. The parking standard for senior units is one space per two units. Parking standards can be reduced if the project includes Affordable Units.

- *Responsible Agency.* Planning Division.
- *Funding Sources.* General Fund- MF Units can also increase up to 50% allowable units under the Density Bonus Program.
- *Timing for Implementation.* This program is ongoing and will continue to be implemented throughout the planning period.
- *Objectives.* The Zoning and GPA will be changed to accommodate the RS Overlay standards.

3.3.7 CM ZONE RESIDENTIAL INFILL PROGRAM *New Housing Program*

As a means of providing additional sites for multiple-family housing, the City has identified target commercial areas in the CM zones that extend along Slauson Avenue and Atlantic Avenue where multiple-family residential infill will be permitted. SRO housing will also be permitted within the CM zone. Similar to the Residential Specialty Overlay, densities of up to 48 units per acre will be permitted subject to planned unit development guidelines. Non-senior affordable housing is also permitted by right and is subject to Planned Unit Development (PUD) requirements.

- *Responsible Agency* Planning Division.
- *Funding Sources.* General Fund.
- *Timing for Implementation.* A Zoning Ordinance Amendment will occur within one year of Adoption by the CC.
- *Objectives.* The Zoning and GPA will be changed to accommodate the increased densities that are required.

3.3.8 EMERGENCY SHELTER PROGRAM *Emergency Housing Program*

While transients can be observed in the City's parks during the day, many of these individuals have permanent housing to return to in the evenings. No churches or other organizations in Maywood are known to operate soup kitchens or to provide other services catering to the homeless population. The City amended its Zoning Ordinance in 1995 to include provisions to permit shelters and transitional housing in the CM zone, subject to a Conditional Use Permit. To date, the City has not received any applications to build emergency shelters or transitional housing. Under this program, the Zoning Ordinance will be amended once again to accommodate the requirements of Senate Bill 2 (SB 2) requires local governments to identify



geographic areas where emergency shelters will be permitted by right. In response to this requirement, the City has designated a specific area located at the southeast corner of Corona Avenue and Fruitland Avenue (APNs 6312-002-003 and 6312-002-004, and 6312-002-005) as the area where such facilities will be permitted by right.

- *Responsible Agency.* Planning Division.
- *Funding Sources.* General Fund.
- *Timing for Implementation.* The Zoning Ordinance Amendment will occur within one year of Adoption by the CC.
- *Objectives.* The Zoning and GPA will be changed to accommodate the emergency shelter use within the overlay zone.

3.3.9 TRANSITIONAL HOUSING PROGRAM *Emergency Housing Program*

Transitional housing is a type of supportive housing used to facilitate the movement of homeless individuals and families to permanent housing. A person may live in a transitional housing unit for up to two years while receiving supportive services that enable independent living. The City intends to comply with State law regarding the provision of transitional housing. The definition of transitional housing will be changed in order to consider transitional housing as a residential use in all zones that allow residential uses subject to those restrictions that are applicable to the other residential uses of the same type in the same zone. The following will be applicable to transitional housing:

- Transitional housing will be subject to the same permitting procedures as that required for other permitted uses for the zone without undue special regulatory requirements.
- Parking requirements, fire regulations, and design standards for transitional housing will be the same as that required for the corresponding residential zone districts. As a result, the applicable development standards will not impede the efficient use of the site as transitional housing.

The implementation strategy is summarized below:

- *Responsible Agency.* Planning Division.
- *Funding Sources.* General Fund.
- *Timing for Implementation.* Fiscal Year 2019.
- *Objectives.* Rezoning within 12 months.

3.3.10 SUPPORTIVE HOUSING PROGRAM *Emergency Housing Program*

Supportive housing refers to permanent rental housing that also provides a wide array of support services that are designed to enable residents to maintain stable housing and lead more productive lives. Supportive housing is most often targeted to persons that have greater risk factors such as mental illness or drug dependence that could ultimately lead to prolonged homelessness. The types of support services that



may be provided include medical and mental health care, vocational and employment training, substance abuse counseling, childcare, and independent living skills training. Most supportive housing is constructed and managed by non-profit housing developers in partnership with non-profit service providers. However, the State requires that local governments take a proactive role in facilitating the review and approval process.

The State requires this Housing Element to identify zones that allow supportive housing development and demonstrate that zoning, local regulations (standards and the permit process) encourage and facilitate supportive housing. Supportive housing may include a single-family detached unit or an apartment building. The City of Maywood will permit supportive housing within all the zones that permit residential uses subject to the same requirements of residential uses of the same type in the same zone. The City will comply with all State requirements governing supportive housing. The implementation strategy is summarized below:

- *Responsible Agency.* Planning Division.
- *Funding Sources.* General Fund.
- *Timing for Implementation.* Fiscal Year 2019.
- *Objectives.* Rezoning within 12 months.

3.3.11 EQUAL HOUSING PROGRAM *Fair Housing Program*

Maywood works with the Long Beach Fair Housing Council to resolve disputes concerning housing discrimination and to educate residents and property owners regarding laws relating to equal housing opportunities. The City will continue to use the Long Beach Fair Housing Council for referral assistance and education programs. As part of this program, the City will place brochures and flyers prepared by the Long Beach Fair Housing Council at a kiosk in the City Hall lobby, the library, and at the Maywood YMCA Center. In addition, the City will continue to maintain fair housing referral information on its public website.

- *Responsible Agency.* Planning Division.
- *Funding Sources.* CDBG, General Fund.
- *Timing for Implementation.* The City will continue to work with the Long Beach Fair Housing Council is maintaining the existing program.
- *Objectives.* 100 percent referrals.

3.3.12 ENERGY CONSERVATION PROGRAM *Energy Conservation Program*

There are a number of programs that, in addition to providing for new opportunities for housing, also have the added benefit of promoting resource conservation. For example, the areas that have been identified for new infill residential development are located near arterial roadways that are currently serviced by public infrastructure. In addition, these sites are well served by public transit that will further reduce the vehicle miles traveled by prospective residents. In addition, these infill areas have been



designated for higher residential densities of up to 30 units per acre. An important element of any energy conservation measure will be to identify strategies for retrofitting energy conserving devices in both new residential development and in the rehabilitation of existing development. The City of Maywood will continue to implement various conservation initiatives that include the following elements:

- The City will continue to implement a water conservation ordinance that would regulate the time and duration of irrigation. Landscaping installed as part of a new multiple-family development must incorporate sprinklers and timers into the design of the irrigation system.
- Sprinkler systems (with timers) must be installed in existing multiple-family developments. The irrigation systems must also include rain sensing devices to shut irrigation off during rainy periods and soil sensing devices to measure the amount of moisture in the soil.
- State law requires that older bathroom toilet fixtures that consume more water be phased out and replaced with toilets that use only 1.6 gallons per flush. As part of the plan check process, City staff will review development plans to ensure compliance with these requirements.
- The City will continue to implement the landscape design program that encourages the use of plant materials that consist of drought tolerant plants thus further reducing water consumption in landscaping. This landscape design program is being implemented as part of the plan check process.
- The City shall support the installation of photovoltaic/solar and solar water heating systems on new residential construction as a means to promote a reduction in energy consumption. The installation of photo-voltaic equipment is being promoted under the City's Low Impact Development guidelines. The City will not use zoning or other development standards to restrict the use of solar powered equipment.
- The City's website will be expanded to include a discussion of energy conservation measures and devices that, in addition to saving energy, will also save the homeowner or renter money. The City's website will be updated during fiscal year 2015.

The implementation strategy is summarized below:

- *Responsible Agency* . Planning Division.
- *Funding*. General Fund (for review) .
- *Implementation Schedule*. This program is ongoing and will continue to be implemented throughout the planning period. The City's website will be updated by fiscal year 2019.
- *Quantified Objectives*. 100 referrals.

3.3.13 REASONABLE ACCOMMODATION PROGRAM *Reasonable Accommodation Program*

This program is a new program that will be implemented during the current planning period. As indicated in Section 2, there are a large number of households in the City that include at least one member that has a disability. Not all of the disability categories require physical alterations to the housing unit to better



accommodate the disabled resident. However, many residents will benefit from specific improvements that would better accommodate a disabled person.

Under this program, the City will adopt a *reasonable accommodation ordinance* to provide exception in zoning and land-use regulations for housing for persons with disabilities. Currently, the City's Zoning Ordinance contains no such provisions. The procedures related to the program's implementation will be ministerial in nature with minimal or no processing fee. Improvements may be approved by the Building and Planning Director as long as a number of findings may be made. First, the request for reasonable accommodation must be used by an individual with a disability protected under fair housing laws. Second, the requested accommodation is necessary to make housing available to an individual with a disability protected under fair housing laws. Third, the requested accommodation would not impose an undue financial or administrative burden on the City. Finally, the requested accommodation would not require a fundamental alteration in the nature of the City's General Plan and Zoning Ordinance. The implementation strategy is summarized below:

- *Responsible Agency.* Planning Division.
- *Funding.* General Fund (for review) .
- *Implementation Schedule.* This program will be implemented during the planning period.
- *Quantified Objectives.* The Zoning Ordinance will be amended in fiscal year 2019.

3.4 QUANTIFIED PROGRAM OBJECTIVES

The goals, objectives, and programs of this Housing Element focus on the following:

- Housing rehabilitation programs;
- Housing conservation programs;
- Affordable housing programs;
- Housing sites programs;
- Fair housing program;
- Removal of governmental constraints; and,
- Equal housing and energy conservation programs.

Table 24 provides a quantification of the program objectives that are envisioned as part of this Housing Element's implementation.



Table 24
Quantified Objectives of Maywood Housing Programs

Program	Housing Rehab.	Housing Conservation	Affordable Housing	New Housing	Gov. Constraints	Fair Housing/Energy
Density Bonus	--	--	10	20	--	--
Second Unit	--	--	5	10	--	--
Maywood Avenue	--	125	--	--	--	--
Rehabilitation	25	--	--	--	--	--
Specialty Residential Overlay	--	--	20	--	--	--
Cm Zone Residential Infill	--	--	20	--	--	--
Emergency Shelter	--	--	--	--	--	--
Equal Housing	--	--	--	--	--	100%
Energy Conservation	--	--	--	--	--	100%

3.5 REGIONAL HOUSING NEEDS

The authority to determine housing needs for the various income groups for cities within the Southern California region has been delegated to the Southern California Association of Governments (SCAG), pursuant to Section 65584 of the Government Code. The housing needs are categorized according to the following income groups:

- The *Very Low Income* households are those whose income does not exceed 50% of the median household income for the greater Los Angeles area;
- The *Low Income* households earn from 51 % to 80% of the median;
- The *Moderate Income* groups earn from 81% to 120 % of the median; and,
- The *Above Moderate* households earn over 120% of the median income.

The various housing categories and the income thresholds for each are discussed above. SCAG's Regional Housing Needs Assessment (RHNA) for the 4th Cycle is 22 units and the 5th Cycle RHNA is 53 units (refer to Tables 25 and 26). The housing needs for the selected income groups are also shown on both tables. The planning period for the 4th Cycle RHNA is 2006 to 2013. The planning period governed by the 5th Cycle RHNA extends from 2014-2021. Table 25 summarizes the City's RHNA for the 5th Cycle and Table 26 also indicates the City's previous 4th Cycle RHNA.



Table 25
City of Maywood's 4th and 5th Cycle RHNA – 2014 – 2021

Income Category	4th Cycle	5th Cycle
Very Low Income Households	5 units	13 units
Low Income Households	3 units	8 units
Moderate Income Households	4 units	9 units
Above Moderate Income Households	10 units	23 units
Total Need - Future Housing	22 units	53 units

Source: Southern California Association of Governments

The City was not successful in rezoning sufficient land to accommodate the previous 4th Cycle RHNA. As a result, Maywood must plan for the total unaccommodated need which is the combined total of the previous 4th Cycle RHNA and the current 5th Cycle RHNA. Section 65504.09 of the Government Code (implementing AB 1233) states that cities that failed to implement the adequate sites programs to make sites available in the planning period, and failed to identify and make available adequate sites to accommodate a portion of the regional housing need must zone or rezone adequate sites to address the unaccommodated housing need, by income level, within the first year of the new planning period. The City has included a new rezoning program to accommodate the required number of units at the specified development densities. The housing need for Extremely Low Income households was not addressed in the previous (4th Cycle) housing element period. For current planning period the “very low” previous sites and remaining need will be divided 50%/50% Extremely Low Income and Very Low Income. Table 26 summarizes the total unmet RHNA for the 4th and 5th Cycles.

Table 26
Unmet RHNA 2006-2014 and 2014-2021 Planning Period

Household Income Level	RHNA 2006-2014	RHNA 2013-2021	Total	Units Provided	Remaining Need
Extremely Low	2 units	6 units	8 units	6 units	2 units
Very Low	3 units	7 units	10 units	10 units	0 units
Low	3 units	8 units	11 units	11 units	0 units
Total	8 units	21 units	29 units	27 units	2 units



The State Legislature also requires local governments to consider the projected needs for extremely low income households. As indicated previously, those households that have incomes of 30 percent of the County median would fall into this category. Based on a 2004 Los Angeles County median, an extremely low income household would have a median annual income of \$17,211 or less. The HCD indicates that the projected need for extremely low income households may be calculated by assuming that such households represent 50% of the very low income households. In other words, the future housing need for extremely low income households in Maywood is projected to be three units for the 4th Cycle and 6 units for the 5th Cycle.

3.6 AVAILABLE HOUSING SITES FOR NEW RESIDENTIAL DEVELOPMENT

This section focuses on the overall housing strategy that will be followed in an effort to achieve the RHNA. The City's ability to accommodate the RHNA is based on a number of factors including the availability of developable land and market forces that affect housing construction. The City will retain the current General Plan and Zoning Land Use designations that are applicable to the residential neighborhoods. According to the General Plan, approximately 57 percent of the City's total land area is designated for residential development. A total of 8,320 units are theoretically possible under full implementation of the general plan. This figure exceeds the existing number of housing units (6,826 units) by more than 1,494 units. This figure assumes that 416 acres of land is available for development (which corresponds to the current residential zoning) and a density of 20 units per acre. The City will also implement the following land use measures as a means to accommodate assigned housing need.

- *Vacant Sites Infill.* There are a number of vacant sites in the City that may accommodate new residential development during the 2014-2021 planning period. A Citywide survey was undertaken to identify all vacant properties in Maywood. The survey identified a total of 4 vacant sites zoned for residential uses. The four sites have a total land area of 39,895 square feet (0.92-acres). A total of 18 housing units are theoretically possible within these vacant parcels.
- *Mixed Use Development.* Selected commercial corridors along Atlantic Boulevard and Slauson Avenue have been identified as candidates for mixed-use development. The mixed-use development could take several forms including infill residential development or combination of commercial and residential uses within the same parcel and/or structure. These candidate areas are noted in Exhibit 8 and the more detailed maps provided in Appendix C. A total of 13.39 acres of land have been identified as potential candidates for mixed use development. These candidate mixed use areas are referred to as Area 1, 2, 4, and 5 in Appendix C. The potential theoretical residential build-out for these four mixed use areas would be 267 units assuming an effective development density of 20 units per acre. Two mixed use developments have been completed during the previous planning period and these developments underscore the feasibility of such units in the City. A portion of Area 4 is designated for senior housing (Specialty Housing Overlay) and a senior housing development occupies the area. The remainder of Area 4 along with Area 1, 2, and 5 are designated for Mixed Use. The City does not anticipate that all of the areas so designated will be developed in mixed use during the current planning period.



- *Specialty Overlay Area.* Area 3 (refer to Exhibit 8 and the detailed maps provided in Appendix C) has been designated as a Specialty Overlay Zone that would permit senior housing development. Area 3 has a land area of 2.33 acres. The maximum development density for the Specialty Overlay Zone is 48 units per acre. Assuming an effective density of 48 units per acre, the maximum potential theoretical development would be 112 units. A number of parcels in excess of 10,000 square feet have been assembled and are under a single ownership (a minimum parcel size of 10,000 square feet is required). A second area located on the south side of Slauson Avenue designated as a Specialty Housing Overlay has been developed as senior housing.
- *Second Units.* The City has an unmet need for 5 very low and extremely low income units. The potential for new second units is considerable given the City's current Second Unit Ordinance and the R-3 Zoning that is applicable to the majority of the residential properties in the City. According to the most recent DOF data, nearly 41 percent of the total housing units in the City consist of single-family detached housing. These 2,822 single-family detached units are the most likely candidates for such development. A quantified planning objective for 5 new second units has been identified for the current planning period.
- *Emergency Shelter.* The City has designated a specific area located to the east corner of Corona Avenue and Fruitland Avenue (APNs 6312-002-003, 004 and 6312-002005) as the area where such facilities will be permitted by right. The proposed overlay will permit the development and operation of an emergency shelter that will accommodate the City's identified need for emergency shelters.

The potential development possible from the above land use initiatives will more than accommodate the identified RHNA need (5 units).

3.7 EVALUATION OF PREVIOUS ELEMENT'S IMPLEMENTATION

3.7.1 APPROPRIATENESS OF GOALS, OBJECTIVES AND POLICIES

The Government Code, in Section 65588 (a)(2) indicates that the information documenting the results of the previous Housing Element's policies should be quantified wherever possible. The majority of the goals and policies included in the 2001 Housing Element have been included in this element. Table 27 indicates those policies that were reworded and indicated the corresponding policies that have been included in this element.



Table 27
Evaluation of Past Housing Element Policies

2001 Housing Element Goals and Policies	Housing Policy Status in Housing Element Update
<i>Goal 1.</i> Provide a wide range of housing types to meet the existing and future needs of Maywood area residents.	Goal was retained. Refer to Section 3.2.1.
<i>Policy 1.1.</i> Provide a variety of residential development opportunities in Maywood, ranging from single and multiple-family uses in the R-3 zone, and higher density housing in Residential Specialty and Mixed Use target areas, in accordance with the RHNA.	Policy was modified. Refer to Section 3.2.1.
<i>Policy 1.2.</i> Encourage both the private and public sectors to produce or assist in the production of high quality housing, with particular emphasis on housing affordable to lower income households, as well as the needs of the handicapped, the elderly, large families, and female-headed households.	Policy was modified. Refer to Section 3.2.1.
<i>Policy 1.3.</i> Promote the development of low- and moderate-income housing by continuing to allow developers density bonuses and other financial or regulatory incentives for providing units for low- and moderate-income residents. Facilitate consolidation of land holdings for affordable housing development.	Policy was modified. Refer to Section 3.2.1.
<i>Policy 1.4.</i> Assist residential developers in identifying and preparing land suitable for new housing development.	Policy was retained. Refer to Section 3.2.1.
<i>Policy 1.5.</i> Coordinate with the Los Angeles Community Development Commission to take advantage of Federal funds, as well as Industry Redevelopment Set-Aside funds available for affordable housing in Maywood.	Policy was modified. Refer to Section 3.2.1.
<i>Policy 1.6.</i> Continue to coordinate with local social service providers to address the needs of the homeless population. Continue to permit the development of emergency shelters in the CM zone, and transitional housing in residential zones in locations close to services, subject to a Conditional Use Permit.	Policy was modified. Refer to Section 3.2.1.
<i>Policy 1.7.</i> Locate higher density residential development in close proximity to public transportation, services and recreation.	Policy was retained. Refer to Section 3.2.1.
<i>Goal 2.</i> Enhance the quality of existing residential neighborhoods in Maywood through ongoing maintenance and improvement programs.	Goal was retained. Refer to Section 3.2.2.
<i>Policy 2.1.</i> Continue existing rehabilitation programs which provide financial and technical assistance to lower income property owners to enable correction of housing deficiencies.	Policy was modified. Refer to Section 3.2.2.
<i>Policy 2.2.</i> Continue to utilize the City's code enforcement program to bring substandard units into compliance with City codes and to improve overall housing conditions in Maywood.	Policy was retained. Refer to Section 3.2.2.



Table 26
Evaluation of Past Housing Element Policies

<i>Policy 2.3.</i> Minimize the displacement impacts occurring as a result of residential demolition.	Policy was retained. Refer to Section 3.2.2.
<i>Policy 2.4.</i> Promote increased awareness among property owners and residents of the importance of property maintenance to long-term housing quality.	Policy was retained. Refer to Section 3.2.2.
<i>Policy 2.5.</i> Encourage room additions by continuing to provide parking variances and rehabilitation assistance as a means of increasing the holding capacity of the existing housing stock.	Policy was retained. Refer to Section 3.2.2.
<i>Policy 2.6.</i> Establish a first-time homebuyer program to assist low- and moderate-income Maywood residents. Establish a new policy for lead abatement.	Policy was eliminated.
<i>Goal 3.</i> Ensure that new housing is sensitive to the existing natural and built environment.	Policy was retained. Refer to Section 3.2.3.
<i>Policy 3.1.</i> Ensure that multiple-family infill development is compatible in design with single-family residential areas, and is consistent with the existing neighborhood character.	Policy was retained. Refer to Section 3.2.3.
<i>Policy 3.2.</i> Ensure new residential development which fronts on major arterial highways (such as in the RS zone and in mixed use areas) incorporates adequate setbacks and buffering.	Policy was retained. Refer to Section 3.2.3.
<i>Policy 3.3.</i> Accommodate new residential development which is coordinated with the provision of infrastructure and public services.	Policy was modified. Refer to Section 3.2.3.
<i>Policy 3.4.</i> Provide standards which will allow for adequate off-street parking space for automobiles and other types of vehicles, with safe access to streets and highways.	Policy was retained. Refer to Section 3.2.3.
<i>Policy 3.5.</i> Create more recreational open space and tot lots in neighborhoods where there is a need.	Policy was retained. Refer to Section 3.2.3.
<i>Goal 4.</i> Promote equal opportunity for all residents to reside in the housing of their choice.	Goal was retained. Refer to Section 3.2.4.
<i>Policy 4.1.</i> Continue to cooperate with the Fair Housing Congress of Southern California through the Long Beach Fair Housing Council to enforce fair housing laws.	Policy was retained. Refer to Section 3.2.4.
<i>Policy 4.2.</i> Prohibit practices which restrict housing choice by arbitrarily directing prospective buyers and renters to certain neighborhoods or types of housing.	Policy was retained. Refer to Section 3.2.4.



3.7.2 EFFECTIVENESS OF PREVIOUS HOUSING ELEMENT PROGRAMS

The aforementioned Policies and Programs Report, prepared as part of the 2001 Housing Element update, also reviewed the City's housing programs to ascertain their effectiveness. This review resulted in the elimination and/or revision of a number of housing-related programs. Those programs that were eliminated are indicated in Table 28. The rationale for a program's elimination is also noted in Table 28.

Table 28
Evaluation of Past Housing Element Programs

Previous Housing Element Program	Description of Change
Rental and Owner-Occupied Housing Rehabilitation Program. Maywood used CDBG funds to finance a program that provided emergency funds to rental and owner-occupied residential properties. Qualifying property owners may obtain emergency grants to address items such as plumbing, electrical, and roof repair. The City's goal was to rehab under CDBG 8 units @ \$20,000 each. Thus, between 35 and 50 units were rehabilitated using CDBG funds. The City promoted program availability through advertisements in the quarterly City newsletter, flyers delivered to qualifying residents, and hand-outs at City Hall, the Community Center, and library.	The City also informed residents and homeowners of the program through its code enforcement activities. With the elimination of RDA Funds, the City now uses CDBG funds to assist in the Rehabilitation of owner occupied SF homes. The City plans on assisting approximately 10 units @ \$15,000.
Code Enforcement. Maywood maintained a code enforcement program geared toward responding to poor living conditions complaints. In 1991, the City also initiated a Residential Presale Inspection Program. Through this program, City Building Department staff inspected every home in Maywood that is sold, providing the City a way to track illegal conversions and other non-permitted building work. The City intended to make funds available to hire a full-time Code Enforcement Officer to raise the current level of code enforcement from reactionary to proactive. The City also worked with property owners to bring illegal units up to code if possible.	In the course of code enforcement efforts, the City continued to inform property owners of CDBG program funds that were available for unit rehabilitation. The City continued the Code Enforcement program throughout the 4 th planning cycle.
Conservation of Affordable Units. Only one assisted rental housing project existed in Maywood, the 55-unit Section 202/8 Maywood Manor located on Slauson Avenue. Maywood Manor provided housing for senior citizens. The facility is operated by a non-profit organization, Cooperative Services. The apartments were constructed in 1990 with a combination of funding sources: a HUD Section 202 loan, CDBG funds and monies from the City's redevelopment housing set-aside fund.	The HUD Section 202 loan is a 40-year loan with no pre-payment clauses (due to non-profit status of Cooperative Services). Thus, the 55 units are not 'at risk' of converting to market rate units until the year 2030.
Section 8 Housing Assistance. Through the Section 8 rental assistance program, low-income families, the elderly and the disabled received rent subsidies. The subsidies allowed families to bridge the gap between actual housing costs and the amount a family can afford to pay. On an average, 70 to 75 families per year participated in the Section 8 program.	The City directed eligible very low-income households to the CDC for rental assistance. Displaced households and those spending more than 50% of their income on rent were eligible for priority status.
Housing for Large Families. Approximately one-half of the housing units in Maywood are considered overcrowded. Thus, overcrowding problems can be addressed only through additions to existing structures or construction of additional units on lots with single-family homes. All residential property in Maywood is zoned for multiple-family use. Maywood will actively continue to encourage construction of room additions and accessory dwelling units on lots large enough to accommodate such construction, and will provide flexible development standards (such as reduced parking) to facilitate additions.	The City encouraged the development of affordable units with three or more bedrooms in the R-3 zone.



Table 28
Evaluation of Past Housing Element Programs (Continued)

Previous Housing Element Program	Description of Change
Pursue Federal and State Affordable Housing Funding Sources. Maywood is a participating City in the Los Angeles Urban County Program through which it currently receives CDBG funds via the County Community Development Commission (CDC). CDBG funds were used to fund the City's residential rehabilitation programs. The Federal HOME program represented a second source of funds available to Maywood to assist either affordable rental or homeownership housing through acquisition, construction, reconstruction, and/or rehabilitation. The program that provided that property owners and prospective affordable housing developers be informed of available funding sources.	With the elimination of RDA Funds, the City now uses CDBG funds to assist in the Rehabilitation of owner occupied SF homes. The City plans on assisting approximately 10 units @ \$15,000 each.
General Plan Policy. In 1990, Maywood completed a comprehensive revision of its General Plan. In recognition of the need to meet the housing demands of a growing population, the City opted to retain a multiple-family land use designation (corresponding R-3 zoning) on all residential parcels in Maywood, even in those neighborhoods with a preponderance of single-family housing. The City will encourage the consolidation of individual lots to maximize the residential development potential on residential properties. In addition, the new R-3 Specialty Residential Overlay zone and mixed use target areas allowed for development at increased densities in areas currently developed with industrial and commercial businesses and low-density residential uses. Land use policy provides adequate land for Maywood to meet its RHNA.	Maywood maintained existing land use policy to allow property owners to increase the number of dwelling units on individual R-3 lots and will encourage lot consolidation by providing flexibility in development standards (i.e., parking requirements). Proposals to rezone R-3 properties to (R-3) Specialty Residential Overlay were considered favorably as appropriate.
Multiple-family Housing Construction in the (R-3) Zone and in Mixed Use Target Areas. General Plan policy and Zoning regulations allow for up to 48 units per acre to be constructed for senior citizens on properties zoned (R-3)(Residential Overlay). Modified development regulations, including reduced parking standards, were provided for to further reduce development costs. Land use is RS, Specialty Residential Overlay.	To encourage affordable housing projects in the (R-3) zone and in Mixed Use areas, the City will notify the property owners of the development opportunities in this zone as well as available funding sources. The City will contact known affordable housing builders and sponsors, and will advertise the development opportunities in local BIA chapter and other relevant publications.
Shelters for Homeless and Transitional Housing. The City contained no emergency shelters or transitional housing. No churches or other organizations in Maywood were known to operate soup kitchens or to provide other services catering to the homeless population.	The City will rezone and prepare a General Plan amendment to allow for Emergency Shelters and transitional housing. The zoning Ordinance will be amended to permit these uses by right.
Granny Flats. In 1983, the City amended its Zoning Ordinance to include provisions for accessory senior citizen housing, or so-called "granny flats." These provisions allow an accessory dwelling unit to be constructed on lots which have a minimum 50-foot width. Maywood will continue to keep in place provisions which permit granny flat housing.	The City will rezone and prepare a General Plan amendment to allow for Emergency Shelters and transitional housing. The zoning Ordinance will be amended to permit these uses by right.



Table 28
Evaluation of Past Housing Element Programs (Continued)

Previous Housing Element Program	Description of Change
Lease-to-Own Program. The City of Maywood entered into an agreement with the California Cities Home Ownership Authority (CCHOA), a joint powers authority, to initiate participation in the Lease-to-Own Program. This program promoted affordable home ownership opportunities for low- and moderate-income households earning up to 140 percent of the Median Family Income (MFI).	We do not have a Housing Staff nor Funds for this program.
Mortgage Credit Certificate (MCC) Program. The Mortgage Credit Certificate (MCC) is a way for the City to further leverage homeownership assistance. The County of Los Angeles administers the MCC program on behalf of 30 cities and throughout the unincorporated areas of the County. For a one-time \$2,000 fee and hosting of an annual lender training session, Maywood can become a participating City with the County in implementation of the MCC program.	Establish the City's participation in the County's program by 2001. Advertise the availability of this program in the quarterly City newsletter and through distribution of brochures at City Hall, the library, and Community Center. (According to the CDC website, Maywood is not listed as a participating city).
County Home Ownership Program. The City was eligible to participate in the County's Home Ownership Program (HOP), which provides assistance to low-income, first-time homebuyers. HOP provides loans of up to 25 percent of the initial purchase price. The loans are shared equity loans with no monthly payments and payable upon sale, transfer, or refinance of the home. Under the program, eligible properties include single-family homes and attached or detached condominium units or town homes.	Establish the City's participation in the County's program by during the 5th cycle (or planning period). Advertise the availability of this program in the quarterly City newsletter and through distribution of brochures at City Hall, the library, and Community Center.
Promote Equal Housing Opportunity. Maywood worked with the Long Beach Fair Housing Council to resolve disputes concerning housing discrimination and to educate residents and property owners regarding laws relating to equal housing opportunities. Maywood will continue to use the Long Beach Fair Housing Council for referral assistance and education programs. On average, the City refers 100 to 150 cases per year to the Fair Housing Council.	The City will continue its current efforts and cooperative programs. Advertise the availability of this program in the quarterly City newsletter and through distribution of brochures at City Hall, the library, and Community Center.
Residential Displacement Program. The City's 1966 Zoning Ordinance required the removal of residential uses in the industrial portion of the City (generally west of Maywood Avenue). Existing housing in this area is under-maintained and often substandard with inadequate ventilation, and lacks any yards or safe open space areas for children to play. Residential property owners were given 20 years (1986) to conform with the manufacturing zone requirements and vacate residential uses.	A Nonconforming Use Agreement entered into by the City and all but one of the property owners on Nov.4, 2003 extends the time frame for removal of residential uses to November 15, 2008. The City will be reviewing alternatives to continue allowing the existing Multiple Family land uses during the planning period..

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
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April 26, 2019

David Mango, Director of Building and Planning
City of Maywood
4319 East Slauson Avenue
Maywood, CA 90270

Dear David Mango:

RE: Review of the City of Maywood's 5th Cycle (2013-2021) Draft Housing Element

Thank you for submitting Maywood's draft housing element received for review on February 27, 2019. Pursuant to Government Code section 65585, subdivision (b), the Department of Housing and Community Development (HCD) is reporting the results of its review. The review was facilitated by a telephone conversation on April 9, 2019 with you and Mayor Eddie De La Riva. Pursuant to the city's instructions, HCD is issuing its findings letter to the city without receiving further revisions to the housing element.

The draft housing element addresses many statutory requirements; however, the element must still address findings from HCD's May 22, 2014 letter. In many cases, revisions were not included to address the May 2014 review. Therefore, revisions are necessary to comply with state housing element law (Article 10.6 of the Government Code). In particular, the city of Maywood has an unaccommodated need from the prior planning period of eight units for lower-income households. Since more than one year has lapsed since the beginning of the current planning period, the element cannot be found in compliance with housing element law until the required zoning or rezoning is complete and the element is amended to reflect that rezoning. In addition, the 5th cycle planning period has a shortfall of 21 units for lower-income households.

In addition, the housing element cannot be found in compliance until the city has amended zoning to permit a year round emergency shelter without discretionary action pursuant to Gov. Code section 65583, subdivision (a)(4)(A). Program 3.3.8 – Emergency Shelter Program, identified in the previous element, committed to amend the zoning ordinance to permit emergency shelters without discretionary action within one year of the adoption of the housing element. Program 3.3.8 has not been implemented. Since more than one year has lapsed since the housing element was adopted, the element cannot be found in compliance with housing element law until the required zoning is complete and the element is amended to reflect that rezoning.

The enclosed appendix describes these and other revisions needed to comply with state housing element law. (Article 10.6 of the Government Code).

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, CalTrans Senate Bill (SB) 1 Sustainable Communities grants; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and the upcoming SB 2 Planning grant as well as ongoing SB 2 funding consider housing element compliance and/or annual reporting requirements pursuant to Gov. Code section 65400. Without a compliant housing element, Maywood may be ineligible for some funding sources.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the city must continue to engage the community, including organizations that represent lower-income and special-needs households, by making information regularly available while considering and incorporating comments where appropriate.

HCD is committed to assisting Maywood in addressing all statutory requirements of housing element law. If you have any questions or need additional technical assistance, please contact Greg Nickless, of our staff, at (916) 274-1784.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zachary Olmstead', written in a cursive style.

Zachary Olmstead
Deputy Director

Enclosure

APPENDIX CITY OF MAYWOOD

The following changes would bring Maywood's housing element into compliance with Article 10.6 of the Government Code. Accompanying each recommended change, we cite the supporting section of the Government Code.

Housing element technical assistance information is available on HCD's website at <http://www.hcd.ca.gov/community-development/housing-element/housing-element-memos.shtml>. Among other resources, the Housing Element section contains HCD's latest technical assistance tool, *Building Blocks for Effective Housing Elements (Building Blocks)*, available at <http://www.hcd.ca.gov/community-development/building-blocks/index.shtml> and includes the Government Code addressing state housing element law and other resources.

A. Housing Needs, Resources, and Constraints

1. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

To address the city's combined 4th and 5th cycle regional housing need allocation (RHNA), the element appears to rely on scattered vacant sites and underutilized sites, including sites within the Specialty Housing and Mixed-Use Overlay areas. To demonstrate the adequacy of these sites and strategies to accommodate the city's share of the RHNA, the element must include complete analyses, as detailed below:

Unaccommodated Need: The revised element did not address this finding from HCD's May 22, 2014 findings letter. Chapter 614, Statutes of 2005 (AB 1233) requires local governments to zone or rezone adequate sites, within the first year of the new planning period, to address any portion of the RHNA for which the jurisdiction failed to identify or make sites available in the prior planning period. Since the city's housing element was not found in compliance in the previous planning period for various reasons, including lack of adequate sites, the element must identify the unaccommodated housing need by income level in the previous planning period and include programs to make sufficient capacity available. Since more than one year has lapsed since the beginning of the current planning period, the element cannot be found in compliance with housing element law until the required zoning or rezoning is complete and the element is amended to reflect that rezoning. This demonstration is separate and in addition to identification of adequate sites for the new planning period. For information, please refer to HCD's technical assistance memo available at <http://www.hcd.ca.gov/community-development/housing-element/housing-element-memos/docs/ab-1233-final-dt.pdf>

Progress in Meeting the RHNA: The revised element did not address this finding from HCD's May 22, 2014 findings letter. The housing element (Page 65) lists a total of 27 "units provided" and credits these units against the city's regional need (6 units for Extremely Low-Income households, 10 units for Very Low-Income households, and

11 units for Low-Income households). The element, however, must demonstrate the affordability of the units based on anticipated or actual rents and sales prices or other mechanisms establishing affordability. In addition, analysis should provide the year each unit was provided to establish the appropriate planning period to credit. Based on the outcome of the analysis to determine the total RHNA to be accommodated, the city could focus on two or three areas among the "sub-areas" identified in the element to provide an inventory of suitable and available sites to meet the remaining need.

Technical assistance can be found on HCD's *Building Blocks* website at <http://www.hcd.ca.gov/community-development/building-blocks/housing-needs/projected-housing-needs.shtml>

Sites Inventory including Realistic Capacity and Suitability of Non-Vacant Sites: The revised element did not address this finding from HCD's May 22, 2014 findings letter. The element describes total acres and the number of potential units for five identified areas. While each area has been broken down into various sub-areas, which, from aerial images, appear to consist of multiple parcels, the element does not include a parcel-specific inventory of sites. The element must be revised to include a parcel-specific identification for sites within each sub-area including size, zoning, general plan designation and estimate of units which can be accommodated on each site. The element must describe the methodology for determining the capacity estimates of sites in the inventory and account for site improvements and land-use controls. Should the city need to rely on non-vacant and underutilized sites to accommodate a portion of the RHNA, it must describe the existing uses of identified sites and include an analysis of the extent to which those uses may impede additional residential development.

Technical assistance can be found on HCD's *Building Blocks* webpage at <http://www.hcd.ca.gov/community-development/building-blocks/site-inventory-analysis/inventory-of-land-suitable.shtml> and <http://www.hcd.ca.gov/community-development/building-blocks/site-inventory-analysis/analysis-of-sites-and-zoning.shtml>

Sites with Zoning for a Variety of Housing Types: The revised element did not address this finding from HCD's May 22, 2014 findings letter. In regards to Emergency Shelters, the element indicates the city will establish an overlay zone to allow emergency shelters by-right and includes Program 3.3.8 to amend the zoning ordinance within 12 months (page 59). Additional information, however, is necessary to demonstrate the appropriateness of the proposed overlay zone to accommodate the city's identified need for emergency shelters. For example, the zone must provide sufficient capacity for at least one new emergency shelter in the planning period and should consider the availability of sites in suitable locations near services and facilities. In addition, the element must demonstrate that proposed permit processing, development, and management standards encourage and facilitate the development of, or conversion to, emergency shelters. For assistance in addressing this statutory requirement, refer to HCD's memo on Chapter 633, Statutes of 2007 (SB 2), at our website <http://www.hcd.ca.gov/community-development/housing-element/housing-element-memos/docs/SB2-Memo050708.pdf>

Please note, the housing element cannot be found in compliance with State housing element law until the city has amended its zoning ordinance to permit year round emergency shelter(s) without discretionary action pursuant to Gov. Code section 65583, subd. (a)(4)(A).

2. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (7), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures. The analysis shall also demonstrate local efforts to remove governmental constraints that hinder the locality from meeting its share of the regional housing need in accordance with Gov. Code section 65584 and from meeting the need for housing for persons with disabilities, supportive housing, transitional housing, and emergency shelters identified pursuant to paragraph (7). Transitional housing and supportive housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. (Gov. Code, § 65583, subd. (a)(5).)*

Land Use Controls: The revised element did not address this finding from HCD's May 22, 2014 findings letter. The element lists parking requirements of two covered spaces per multifamily unit (plus guest parking) with reductions for affordable housing subject to a PUD (pages 40 and 50). The element should analyze this parking requirement and the required PUD process for reductions to existing parking requirements as potential constraints to supply and affordability of housing. In addition, the element should include a description of development standards for second units, including parking requirements, and any minimum lot or unit size requirements. Technical assistance can be found on HCD's *Building Blocks* webpage at: <http://www.hcd.ca.gov/community-development/building-blocks/constraints/land-use-controls.shtml>

Local Processing and Permit Procedures: The revised element did not address this finding from HCD's May 22, 2014 findings letter. The element must thoroughly describe and analyze the city's permit processing and approval procedures by zone, particularly for mixed-use and residential developments in the CM zone, for impacts on the cost and supply of housing. In addition, the element should describe and analyze the PUD approval process and clarify permitting requirements for non-senior affordable projects within the CM zone. Technical assistance can be found on HCD's *Building Blocks* webpage at: <http://www.hcd.ca.gov/community-development/building-blocks/constraints/processing-permitting-procedures.shtml>

Design Review: The revised element did not address this finding from HCD's May 22, 2014 findings letter. The element should include a description and analysis of impacts of the design review process and indicate whether objective standards and guidelines exist to allow an applicant for a residential development permit to determine what is required to potentially mitigate cost impacts. Technical assistance can be found on HCD's *Building Blocks* webpage at: <http://www.hcd.ca.gov/community-development/building-blocks/constraints/processing-permitting-procedures.shtml>

C. Housing Programs

1. *Include a program which sets forth a schedule of actions during the planning period, each with a timeline for implementation, which may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through the administration of land use and development controls, the provision of regulatory concessions and incentives, and the utilization of appropriate federal and state financing and subsidy programs when available. The program shall include an identification of the agencies and officials responsible for the implementation of the various actions. (Gov. Code, § 65583, subd. (c).)*

To address the program requirements of Gov. Code section 65583, subd. (c)(1-6), and to facilitate implementation, programs should include: (1) a description of the city's specific role in implementation; (2) definitive implementation timelines; (3) objectives, quantified where appropriate; and (4) identification of responsible agencies and officials. Programs to be revised include the following:

Program 3.3.1 Density Bonus Program: The program should be revised to include a timeframe for codifying Ordinance 02-485. In addition, density bonus laws have been updated since 2002. The program should also commit to review the city's current ordinance and update as appropriate.

Program 3.3.2 Second Unit Program: The program should be revised to describe the city's role in implementation. In addition, Accessory Dwelling Unit laws have been updated subsequent to AB 1866. The program should also commit to review the city's current ordinance and update as appropriate.

Program 3.3.4 Maywood Avenue Program: The timeframe for implementation has passed on this program. The element should be revised to describe the results of program implementation or update the timeframe for implementation to a specific date.

Program 3.3.6 Specialty Residential Overlay Program: The program's objective includes, "The Zoning and GPA will be changed to accommodate the R-S Overlay standards". Provide the timeline for implementation of the objective.

Program 3.3.8 Emergency Shelter Program: The timeframe for implementation has passed on this program. The housing element cannot be found in compliance until the city has amended zoning to permit a year round emergency shelter without discretionary action pursuant to Gov.Code section 65583, subdivision (a)(4)(A).

2. *Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and*

to comply with the requirements of Gov. Code section 65584.09. Sites shall be identified as needed to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes, housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing.
(Gov. Code, § 65583, subd. (c)(1).)

The revised element did not address this finding from HCD's May 22, 2014 findings letter. As noted in the finding A1, the element does not include a complete sites inventory or analysis; as a result, the adequacy of sites and zoning has not been established. Based on the results of a complete sites inventory and analysis, the city may need to add or revise programs to address the unaccommodated need for the 4th planning period as well as any current shortfall of sites for the current 5th planning period.

Specifically, an adequate sites program to accommodate all unaccommodated need or shortfall must provide sites with zoning that allows owner-occupied and rental multifamily uses by-right sufficient to accommodate all of the remaining need for lower-income households. The by-right requirement, pursuant to Gov. Code section 65583.2, subd. (i), means local government review must not require a CUP, planned unit development or other discretionary review or approval. Please note, the housing element refers to planned unit development requirements for a variety of housing types including affordable and multi-family development. To meet statutory requirements through an adequate sites program, the city must allow these types of development without discretionary action.

The adequate sites program must also provide:

- A minimum of 16 units per site;
- A minimum density of 20 units per acre; and
- If more than 50 percent of the lower-income shortfall is accommodated on sites not designated for exclusively residential uses, the zone must allow:
 - Development of 100% residential; and
 - When a mix of uses is allowed, a minimum of 50 percent of the square footage must be designated for residential use

Please note, since more than one year has lapsed since the beginning of the 5th cycle planning period, the element cannot be found in compliance with housing element law until the required 4th cycle zoning or rezoning is complete. Technical assistance can be found on HCD's *Building Blocks* website at <http://www.hcd.ca.gov/community-development/building-blocks/program-requirements/identify-adequate-sites.shtml>

Underutilized and Mixed-Use Sites: The revised element did not address this finding from HCD's May 22, 2014 findings letter. In addition, as the city is relying on underutilized sites, mixed-use zoning, and potentially small sites to accommodate its RHNA for lower-income households, the element should include specific program actions to promote redevelopment of underutilized sites and lot consolidation. Examples of potential incentives include: 1) organizing special marketing events geared towards the development community; 2) posting the sites inventory on the local government's webpage; 3) identifying and targeting specific financial resources; 4)

reducing appropriate development standards; and 5) streamline processing of requests for lot consolidation.

Manufactured Housing: The revised element did not address this finding from HCD's May 22, 2014 findings letter. While the element (page 42) commits to amending the zoning ordinance to mention manufactured housing, the element should include specific program actions to amend zoning to allow the siting and permit process for manufactured housing in the same manner as a conventional or stick-built structure per Gov. Code section 65852.3. Specifically, manufactured homes should only be subject to the same development standards applicable to a conventional single-family residential dwelling. For information see the Building Blocks at: <http://www.hcd.ca.gov/community-development/building-blocks/site-inventory-analysis/zoning-for-variety-housing-types.shtml>

3. *Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities. (Gov. Code, § 65583, subd. (c)(3).)*

As noted in Finding A2 the element requires a complete analysis of potential governmental constraints. Depending upon the results of that analysis, the city may need to revise or add programs and address and remove or mitigate any identified constraints.

D. Quantified Objectives

Establish the number of housing units, by income level, that can be constructed, rehabilitated, and conserved over a five-year time frame. (Gov. Code, § 65583, subd. (b)(1 & 2).)

The revised element did not address this finding from HCD's May 22, 2014 findings letter. While Table 24 (page 64) describes quantified objectives anticipated through the implementation of each program, the element must be updated to estimate the number of housing units by income category that can be constructed, rehabilitated, and conserved during the planning period. This requirement could be addressed by utilizing a matrix like the one illustrated below:

Income	New Construction	Rehabilitation	Conservation/ Preservation
Extremely Low-			
Very Low-			
Low-			
Moderate-			
Above Moderate-			
TOTAL			

Technical assistance can be found on HCD's *Building Blocks* website at <http://www.hcd.ca.gov/community-development/building-blocks/program-requirements/program-overview.shtml>

E. Public Participation

Local governments shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the element shall describe this effort. (Gov. Code, § 65583, subd. (c)(8).)

The revised element did not address this finding from HCD's May 22, 2014 findings letter. The element has been revised to reflect five community meetings and Planning Commission workshops from 2011 to 2014, but Appendix A reflects efforts taken in 2008 for the 4th planning period. The housing element should provide information on the efforts to circulate the element among low- and moderate-income households and organizations that represent them and to involve such groups and persons in the development of the element. For example, a list of stakeholders invited to participate in the housing element update could be provided. In addition, the element should also describe the level of participation and summarize the public comments and describe how they were considered and incorporated into the element. For information, see the Building Blocks at <http://www.hcd.ca.gov/community-development/building-blocks/getting-started/public-participation.shtml>