



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, August 14, 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
Jennifer Vasquez, City Manager
David Mango, Director of Building and Planning
Anthony Rainey, Interim 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)

I-710 Early Action Project (Slauson Avenue/Atlantic Boulevard Congestion Relief Project)
Presentation by Nicole Jules, Traffic Engineer, Interwest Group

PUBLIC HEARING

1. An ordinance of the City of Maywood amending Chapter 45 of the Maywood Municipal Code to prohibit the commercial cultivation, dispensing, manufacturing, distribution and testing of cannabis, except for legal nonconforming uses Citywide, and making a finding of exemption under the California Environmental Quality Act.
2. An ordinance of the City of Maywood amending the Maywood zoning ordinance to clarify final decisions of the Planning Commission and their review and to modify requirements for certain conditional use permits relating to businesses with on-site accessory consumption of alcoholic beverages that is incidental to food sale.

CONSENT CALENDAR

1. Minutes for 07/24/19 Council Meeting.
2. Resolution of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants and Payroll.
3. Consider the adoption of a resolution supporting the City of Maywood's participation in the Institute for Local Government's Beacon Program
4. A recommendation not approving the Community Benefit Fund application from Fishburn Avenue Elementary School in the amount of \$1,569.00.

5. A recommendation approving the Community Benefit Fund application from the Cal State Fullerton Philanthropic Foundation.
6. Obtain authorization to advertise a Request for Proposals (RFP) or bid for City-wide traffic signal, signs and streetlight maintenance services.
7. Approval of a short-term agreement between the City of Maywood and Siemens Industry, Inc. for traffic signal and streetlight maintenance services through October 31, 2019.
8. Request to authorize a demonstration and the temporary use of Riverfront Park by SpeakUP for an Education and Community Information Fair on September 14, 2019.

DISCUSSION/ACTION ITEMS

CLOSED SESSION

Conference with Real Property Negotiators, Government Code Section 54956.8, 4801 Slauson Avenue; City Negotiator, Jennifer Vasquez, City Manager; Negotiating Party: Sean Mousavi; Under Negotiation: Price and Terms of Payment.

Conference with Real Property Negotiators, Government Code Section 54956.8, 5600 Heliotrope Avenue; City Negotiator, Jennifer Vasquez, City Manager; Negotiating Party: Sean Mousavi; Under Negotiation: Price and Terms of Payment.

Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); Rose Vasquez v. City of Maywood, Los Angeles Superior Court Case No. BC710399

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 August 28, 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 rising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5714 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.





Consent Calendar

AGENDA 1
ITEM NO. _____

July 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 (Left the meeting at 7:47p.m.)
Carlos Alvarez, Councilmember (Left the meeting at 7:47 p.m.)
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer (Absent)
City Clerk, Gerardo Mayagoitia (Absent)
City Manager, Jennifer Vasquez
Director of Building and Planning, David Mango
Interim Director of Finance, Anthony Rainey
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. Heather Wilson;
2. Mary Mariscal;
3. Veronica Guardado.

PRESENTATION(S)

Peace Walk

Presentation from SpeakUP representatives regarding Peace Walk and Resource Fair at Riverfront Park

PUBLIC HEARING

1. Resolution approving the final engineer's report, confirming the diagram and assessments, and ordering levy and collection of assessments within the Street Lighting Assessment District for Fiscal Year 2019/20 pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California. **Motion to approve by De La Riva. Second by Lara. AYES: Alvarez, Marquez, Medina, Lara, and De La Riva. PASSES**

CONSENT CALENDAR

Items 1, 5, 6, 7, 8 and 9 were pulled from the consent calendar for further discussion.

1. Minutes for 07/10/19 Council Meeting. **Motion to approve with the correction to the minutes by Lara. Second by Marquez. AYES: Alvarez, Marquez, Medina, Lara, and De La Riva. PASSES**

The typographical error to be corrected is on page #2, which should read "Items 9, 10, 11 and 12 were pulled from the consent calendar for further discussion."

2. Recommendation for City Council to receive and file the Revenue Report for the month of June 2019. **Motion to approve by De La Riva. Second by Alvarez. AYES: Alvarez, Marquez, Medina, Lara, and De La Riva. PASSES**
3. Resolution of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants. **Motion to approve by De La Riva. Second by Alvarez. AYES: Alvarez, Marquez, Medina, Lara, and De La Riva. PASSES**
4. Approval of a Resolution of the City Council of the City of Maywood, Designating Bank Signatories. **Motion to approve by De La Riva. Second by Alvarez. AYES: Alvarez, Marquez, Medina, Lara, and De La Riva. PASSES**
5. Consider a request from the Tri-City Wildcats Football and Cheer for the use of the Maywood Park Baseball Field and to waive all associated user fees. **Motion to approve by Marquez. Second by Lara. AYES: Alvarez, Marquez, Medina, Lara, and De La Riva. PASSES**

6. Consider the adoption of a Resolution granting commercial cannabis cultivation, manufacturing, retail dispensary, vehicle dispensary and distribution licenses for PMB Group LLC, located at 3580 Fruitland Avenue. **Motion to approve by De La Riva. No Second. ABSENT: Alvarez and Medina. Motion dies for lack of a second and matter will be continued to the next Council Meeting.**
7. Appoint a Mayor De La Riva as Delegate and Councilmembers Lara and Marquez as the two Alternates for the League of California Cities' (League) Annual Conference. **Motion to approve by De La Riva. Second by Lara. AYES: Marquez, Lara, and De La Riva. ABSENT: Alvarez and Medina. PASSES**
8. Consider the adoption of a resolution granting a commercial cannabis vehicle delivery license for Firehouse Healthcare Industries Inc., located at 6118 Atlantic Boulevard. **Motion to approve by De La Riva. No Second. ABSENT: Alvarez and Medina. Motion dies for lack of a second and matter will be continued to the next Council Meeting.**
9. A Resolution of the City Council of the City of Maywood fixing the amount of revenue from a property tax levy approved by the voters of Maywood for the purpose of off-setting the cost to the City of the Public Employees Retirement System (PERS) and maintaining the rate of such tax and levying such tax for the fiscal year beginning July 1, 2019. **Motion to approve by De La Riva. Second by Lara. AYES: Marquez, Lara, and De La Riva. ABSENT: Alvarez and Medina. PASSES**
10. Resolution to cure and correct a potential Brown Act violation regarding the July 10, 2019 City Council Meeting for the matters listed therein. **Motion to approve by De La Riva. Second by Alvarez. AYES: Alvarez, Marquez, Medina, Lara, and De La Riva. PASSES**
 - a. Resolution approving the Annual Sewer Report and levy of the Annual Sewer Service Charge for Fiscal Year 2019/20 and order the Annual Sewer Service Charge to be collected on the County of Los Angeles tax roll.
 - b. Resolution adopting the Fiscal Year (FY) 2019/20 Capital Improvement Program (CIP) and Budget.
 - c. Resolution No. 6052 approving the final form of the delinquent charges report for past due and payable accounts for residential rubbish services rendered by Republic Services, Inc. and directing that the same be submitted to the Los Angeles County Auditor-Controller for collection on the Property Tax Roll Tax Year 2019
 - d. Minutes for 06/12/19 Special City Council Meeting; Minutes for 06/12/19 City Council Meeting; Minutes for 06/28/19 Special City Council Meeting; Minutes for 06/28/19 Adjourned Council Meeting.
 - e. Resolution No. 6036 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants and Payroll.
 - f. Resolution No. 6049 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants and Payroll.
 - g. Second reading and adoption of an Ordinance of the City of Maywood adding a new chapter to the Maywood Municipal Code pertaining to the bidding of the Public Works Projects under the Uniform Public Construction Cost Accounting Act.

- h. Recommendation for City Council to receive and file the Revenue Report for the month of May 2019.
- i. Notice of a Planning Commission decision regarding a Conditional Use Permit appeal of a commercial cannabis dispensary application located at 3580 Fruitland Avenue.
- j. Direct staff to file a Notice of Completion for the Street Lighting Conversion from High Pressure Sodium Vapor (HPSV) to Light Emitting Diode (LED) Street Lights Conversion Project.
- k. A resolution updating the City's Annual Investment Policy and a resolution authorizing the investment of monies in the local agency investment fund and repealing Resolution No. 5970.
- l. Award of a maintenance services contract for Landscape Maintenance Services throughout the City to Northstar.
- m. Award of a City-Wide Tree Maintenance and Emergency Response Services Agreement to Northstar.

DISCUSSION/ACTION ITEMS

CLOSED SESSION

1. Conference with Legal Counsel-Anticipated Litigation-Significant Exposure to Litigation
Government Code Section 54956.9(d)(2)
Number of cases: 1

The City Council returned from closed session and the City Attorney announced there was no reportable action.

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. Veronica Guardado;
4. Gustavo Mendez;
5. Veronica Duran;
6. Cecilia Perez.

ADJOURNMENT Meeting adjourned at approximately 8:31 p.m. to August 14, 2019 at 7:00 pm for the regular meeting of the Maywood City Council.

A handwritten signature in blue ink, appearing to read "Eduardo De La Riva", written over a horizontal line.

Eduardo De La Riva, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Gerardo Mayagoitia", written over a horizontal line.

Gerardo Mayagoitia, City Clerk

COUNCIL AGENDA

ITEM No. 2

RESOLUTION NO. 6059

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 \$543,671.99 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 14th day of August, 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. 6059 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 14th of August, 2019 by the following roll call vote, to wit:

AYES: Alvarez, Marquez, Medina, Lara, and DeLaRiva

NAYES:

ABSENT:

ABSTAINED:


Gerardo Mayagoitia, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, August 14, 2019

Accounts Payable		Amount
Accounts Payable prepaid warrants for payment: Checks No. 086284 - 086317	\$	47,023.11
Accounts Payable regular warrants for payment: Checks No. 086318 - 086350	\$	156,196.31
Sub-total	\$	203,219.42
 Wire Transfers/ACH Transactions		
07/19/19 ADP Payroll Fees	\$	185.93
07/25/19 Lease Payment for Front Counter Cash Registers - July 2019	\$	87.04
07/26/19 CalPERS Employer Contribution - Pay Period 7/07/19-7/20/19	\$	7,740.86
08/01/19 Merchant Fees	\$	347.48
08/01/19 California Joint Powers Insurance Authority (CJPIA) repayment plan agreement	\$	12,000.00
08/01/19 Public Liability Insurance	\$	161,755.00
08/02/19 ADP Payroll Fees	\$	3.23
08/05/19 Lease Payment for Front Counter Cash Registers - August 2019	\$	129.57
08/05/19 Maywood Public FA 2008 Lease Revenue Bonds, Series A Payment	\$	158,203.46
Sub-total	\$	340,452.57
Total Demands	\$	543,671.99

City of Maywood
Detail Warrants for Payment
Warrants No. 086284 to 086350

EXHIBIT B

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086284	P	8/1/2019	525 Highland LLC	1,065.00	Refund CWS Deposit & Admin Fee
086285	P	8/1/2019	AFLAC	237.36	Alfac Employee Contributions Payroll Deductions July 2019
086286	P	8/1/2019	Allen B. McDade	632.25	Retiree Medical Reimbursement August 2019
086287	P	8/1/2019	Alondra Olmos	200.00	Planning Commission Stipend -06/10/2019 -06/18/2019 -07/16/2019 -07/30/2019
086288	P	8/1/2019	Angel Villegas	492.63	Retiree Medical Reimbursement August 2019
086289	P	8/1/2019	April L. Kelley	73.00	Refund for Citation #111127458
086290	P	8/1/2019	AT&T	20.67	MTA Line 06/17/19 to 07/16/19
086291	P	8/1/2019	Brent Talmo	284.77	Retiree Medical Reimbursement August 2019
086292	P	8/1/2019	Bruce Leflar	1,101.28	Retiree Medical Reimbursement August 2019
086293	P	8/1/2019	Carmen Perez	200.00	Planning Commission Stipend -06/10/2019 -06/18/2019 -07/16/2019 -07/30/2019
086294	P	8/1/2019	Christine M. Locher	258.83	Retiree Medical Reimbursement August 2019
086295	P	8/1/2019	Christopher S. Flores	38.00	Refund for Citation #122131650
086296	P	8/1/2019	County of Los Angeles Department of Auditor-Controller	360.12	Allocation of LAFCO FY 2019-2020
086297	P	8/1/2019	Edward Ahrens	1,101.28	Retiree Medical Reimbursement August 2019
086298	P	8/1/2019	Hinderliter, de Llamas & Assoc.	1,782.86	2nd Quarter Sales Tax & Audit Services
086299	P	8/1/2019	Jose or Maria Uriarte	146.00	Refund for Citation
086300	P	8/1/2019	Los Angeles Unified School District	1,230.00	Heliotrope Ave Elementary Bus Trip California Science Center (03/01/2019) Heliotrope Ave Elementary Bus Trip Natural History Museum (04/22/2019) Heliotrope Ave Elementary Bus Trip Natural History Museum (05/10/2019)
086301	P	8/1/2019	Maureen Kane & Associates, Inc.	1,550.00	Registration for Technical Training for Clerks
086302	P	8/1/2019	Ofelia Mancera	25,974.41	Final Payroll 07-21-2019 thru 08-03-2019

City of Maywood
Detail Warrants for Payment
Warrants No. 086284 to 086350

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086303	P	8/1/2019	Paloma Hernandez	150.00	Planning Commission Stipend -06/10/2019 -07/16/2019 -07/30/2019
086304	P	8/1/2019	Paul Pine	1,101.28	Retiree Medical Reimbursement August 2019
086305	P	8/1/2019	Petty Cash	328.04	Petty Cash Reimbursement
086306	P	8/1/2019	Raul Rodriguez	200.00	Planning Commission Stipend -06/10/2019 -06/18/2019 -07/16/2019 -07/30/2019
086307	P	8/1/2019	Reyna Mendez	200.00	Planning Commission Stipend -06/10/2019 -06/18/2019 -07/16/2019 -07/30/2019
086308	P	8/1/2019	Robert Leach	1,005.00	Retiree Medical Reimbursement August 2019
086309	P	8/1/2019	Ronald Lindsey	1,102.61	Retiree Medical Reimbursement August 2019
086310	P	8/1/2019	Rosalin C. Ramos	88.00	Refund for Citation #133124932
086311	P	8/1/2019	Richards, Watson & Gershon	3,795.00	Legal Services - General Legal Services June 2019
086312	P	8/1/2019	Scott C. Anderson	1,101.28	Retiree Medical Reimbursement August 2019
086313	P	8/1/2019	So Cal Industries	461.13	Portable Restroom 4801 E 58th St (Maywood Park/Baseball Field)
086314	P	8/1/2019	Southern California Edison	79.03	5317 Atlantic PED 06/17/19-07/17/19
086315	P	8/1/2019	Sparkletts Drinking Water Corp	92.30	City Hall Office Water
086316	P	8/1/2019	Sprint	497.23	Cell Phone Service: 06/24/2019-07-23/2019
086317	P	8/1/2019	City of Vernon	73.75	Slauson & Downey 06-04-2019 to 07-02-2019
086318		8/6/2019	American Paper Plastic	17.06	Janitorial Supplies: City Hall
086319		8/6/2019	Bartel Associates, LLC	3,268.50	GASB 75 Report & OPEB Valuation
086320		8/6/2019	Calmex Graphics	216.81	Business Cards: Mayor De La Riva
086321		8/6/2019	County of Los Angeles Department of Animal Control	11,253.88	Animal Control Services June 2019

City of Maywood
Detail Warrants for Payment
Warrants No. 086284 to 086350

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086322		8/6/2019	Dewey Pest Control	92.00	August 2019 Pest Control City Hall
086323		8/6/2019	Dove Communications, Inc.	75.00	Labor-Voice Remote Programming
086324		8/6/2019	Expert Building Maintenance	1,350.00	City Hall Janitorial Service July 2019
086325		8/6/2019	Hinderliter, de Llamas & Associates	5,725.00	Cannabis Management Program
086326		8/6/2019	Interwest Consulting Group	4,013.89	Building & Safety Plan Review Services June 2019
086327		8/6/2019	Los Angeles Regional Food Bank	150.00	Mobile Food Pantry July 2019
086328		8/6/2019	L.B. Johnson Hardware Co.	270.28	Public Works Supplies
086329		8/6/2019	Mapcon Technologies, Inc.	83.00	Mapcon Building & Planning Software
086330		8/6/2019	Maywood Car Wash	327.11	Public Works Fleet Trucks Gas July 2019
086331		8/6/2019	Maywood Mutual Water Co. No.2	105.00	Various Locations 07-01-2019 to 08-01-2019
086332		8/6/2019	Maywood Mutual Water No.3	2,855.10	5950 Riverfront Park 07-01-2019 to 07-31-2019
086333		8/6/2019	Metro Transit Services	33,703.10	Public Transportation Services Express & Dial-A-Ride July 2019
086334		8/6/2019	Phoenix Group Information Systems	9,180.65	June 2019 Minimum Processing Fee: Parking Citations Permit Stickers 19/20 & Online Management System
086335		8/6/2019	Preferred Benefit Insurance Administrators, Inc.	2,370.90	Dental & Vision Insurance August 2019
086336		8/6/2019	Redfire Technology Services	2,199.20	July 2019 I.T. Services
086337		8/6/2019	Richards, Watson & Gershon	19,451.00	Legal Services - June 2019
086338		8/6/2019	Salazar Landscaping	8,649.00	Landscaping Maintenance July 2019
086339		8/6/2019	Siemens Industry, Inc	2,397.42	Traffic Signal Maintenance June 2019
086340		8/6/2019	Southern California Edison	7,796.87	Traffic Signal Response Call Outs June 2019
086341		8/6/2019	Staples Business Advantage	1,646.86	Various Locations 07-01-2019 to 08-01-2019
086342		8/6/2019	Total Funds	296.10	Office Supplies
086343		8/6/2019	TRC Investments, LLC dba Servpro of Downey/Montebello	1,360.17	Postage Machine
					Fire/Smoke Restoration Board Up (5102 Cudahy Avenue)

City of Maywood
Detail Warrants for Payment
Warrants No. 086284 to 086350

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086344		8/6/2019	U.S. Bank Corporate Payment System	4,338.83	Credit Card Expense -Staples: Budget Book Supplies -Amazon: Public Works Tools -Hyatt Hotel: City Clerks Training Accomodations -City Clerks Association: Training -Fund Accountant Training -Mission Inn: City Clerks Training Accomodations -Arcutition: Building/Planning Computer Application
086345		8/6/2019	V & M Iron Works	30,408.29	City Hall and Library Maintenance & Repair March 2019 Park Maintenance March 2019 (Riverfront Park Included) Street Maintenance March 2019 Payment Plan: Installment 22 (Council Approved)
086346		8/6/2019	Vallarta Collision Center	1,950.00	Repair Fleet Vehicle (Leaf #104)
086347		8/6/2019	City of Vernon	53.55	Slauson & Downey 06-06-2019 to 07-08-2019
086348		8/6/2019	Xerox	394.64	July 2019 Base Charge and Printing Fee
086349		8/6/2019	Xerox Financial Services	197.10	Copier Lease: 07-15-2019 - 08-14-2019 (Finance Office)
086350		8/6/2019	Young Men's Christian Association of Metropolitan LA	12,475.00	Reimburse YMCA for Westside Plumbing Invoice #47
TOTAL:				\$203,219.42	

***086350 check was a reissue due to change of vendor - payment was approved in prior warrants - not included in total



AGENDA 3
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 14, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: *DM* DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: CONSIDER THE ADOPTION OF A RESOLUTION SUPPORTING
THE CITY OF MAYWOOD'S PARTICIPATION IN THE INSTITUTE
FOR LOCAL GOVERNMENT'S BEACON PROGRAM

RECOMMENDATION

Staff recommends that the City Council consider the adoption of a resolution supporting the City of Maywood's participation in the Institute for Local Government's Beacon Program.

FISCAL IMPACT

At current staffing levels, the City does not have the capacity or the expertise to prepare a comprehensive climate action plan, and to then carry out the separate actions required to achieve measurable greenhouse gas reductions. This would be achievable only if the City receives grant funding to hire an experienced consultant who will work with staff, to design and implement a climate action plan, evaluate greenhouse gas reduction goals, and to then adequately promote energy conservation activities in the community.

Thus, until grant funding is secured, the City would merely commit to preparing an inventory and climate action plan at a future date.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

In the 1990's, the City began its sustainability activities, completing an energy audit and purchasing more efficient lighting and HVAC systems, which were paid through monthly energy savings. Into the 2000's, the City purchased alternative fuel (CNG and propane) vehicles and also participated in a lease program with Toyota, to lease one of the first all-electric vehicles.

In 2017 and 2018, the City converted nearly its entire fleet of vehicles to electric vehicles with the purchase of six Nissan Leafs. Some portion of the electricity consumed by these vehicles is provided by the Ev-Arc solar charging station, which provides clean solar power off-grid. Also, in the spring of 2019, the City converted its entire inventory of sodium street lights to high efficiency LED luminaires.

On Tuesday July 30th, City Staff and American Building Maintenance inspected all City buildings to conduct a new building energy audit. If successful, the new audit will identify new lighting and HVAC systems, and water conservation components that will fund these upgrades through utility bill savings; reducing the City's carbon footprint further.

Participating in the Beacon Award program will increase the City's visibility within our region and statewide. It is an opportunity for the City to showcase its existing efforts to promote sustainability and save energy, even while we are working towards one of the three award levels.

DISCUSSION

The Beacon Program is a statewide program that provides support and recognition to California cities and counties that are working to reduce greenhouse gas emissions, save energy and adopt policies and programs that promote sustainability.

The Beacon Program provides a framework for local governments to share best practices that create healthier, more efficient vibrant communities. The program honors voluntary efforts by local governments to reduce greenhouse gas emissions, save energy and adopt policies that promote sustainability.

The Beacon Program is sponsored by the Institute for Local Government and the Statewide Energy Efficiency Collaborative. The Statewide Energy Efficiency Collaborative (SEEC) is a new alliance to help cities and counties reduce greenhouse gas emissions and save energy. SEEC is a collaboration between

three statewide non-profit organizations and California's four Investor Owned Utilities. In order to participate in the Beacon Program, cities and counties must complete a simple application and do the following:

- Adopt a resolution by the governing body committing the agency to participate in the program;
- Designate a lead staff person as a point of contact;
- Prepare, or commit to prepare, a baseline greenhouse gas emissions inventory for agency facilities and the community as a whole (previously completed inventories using a commonly accepted methodology will be accepted);
- Prepare, or commit to prepare, a climate action plan that includes actions in each of the Best Practice Areas (previously completed plans using a commonly accepted methodology will be accepted);
- Work to achieve specified measurable greenhouse gas reductions and energy savings in agency facilities, and achieve measurable greenhouse gas reductions and promote energy conservation activities in the community.

The Institute for Local Government provides resources and technical support to assist participants in their journey through the Beacon Program. Through our partnerships within the SEEC collaborative, we are able to help participants obtain and record achievements in five areas of accomplishment.

- Reducing agency greenhouse gas emissions
- Reducing community greenhouse gas emissions
- Electricity savings in agencies facilities
- Natural gas savings in agency facilities
- Sustainability best practices
 - Energy Efficiency & Conservation
 - Water & Wastewater Systems
 - Green Building
 - Waste Reduction & Recycling
 - Climate-Friendly Purchasing
 - Renewable Energy & Low-Carbon Fuels
 - Efficient Transportation
 - Land Use & Community Design
 - Open Space & Offsetting Carbon Emission
 - Promoting Community & Individual Action

Within each area, a participant can earn Beacon Spotlight Awards-silver, gold and platinum- based on level of achievement. To win a full Beacon Award, participants are required to demonstrate achievement in all five areas.

Awards will be given out each Fall/Winter in conjunction with the League of California Cities and the California State Association of Counties Conferences. Participants will be asked to provide information about their efforts to reduce greenhouse gas emissions and save energy and as well as progress in completing a greenhouse gas inventory, climate action plan and undertaking activities in the ten best practice areas in the Spring, with a final deadline for award designation in May.

ATTACHMENT(S)

Attachment No. 1 – Resolution

ATTACHMENT NO. 1

RESOLUTION NO. 6060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, APPROVING PARTICIPATION IN THE INSTITUTE FOR LOCAL GOVERNMENT'S RECOGNITION PROGRAM, THE BEACON PROGRAM

THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

WHEREAS, the City of Maywood is undertaking policies, programs and activities to reduce greenhouse gas emissions and save energy; and

WHEREAS, these policies, programs and activities conserve natural resources, save energy and money, and promote sustainable land use and transportation planning in the community; and

WHEREAS, cities and counties statewide are leading by example by adopting innovative sustainability programs and policies, including working with community residents, business groups and others; and

WHEREAS, the City of Maywood has converted nearly its entire fleet of vehicles to electric vehicles among other forms of sustainability activities; and

WHEREAS, the City of Maywood wishes to expand these activities, share its experiences with other communities, and be recognized for its accomplishments; and

WHEREAS, the Beacon Program is a voluntary program of the Institute for Local Government, the non-profit research and education affiliate of the California State Association of Counties and the League of California Cities; and

WHEREAS, the Beacon Program recognizes and celebrates achievements of cities and counties that reduce greenhouse gas emissions and save energy; and

WHEREAS, participating in the Beacon Program is an opportunity for the City of Maywood to be recognized for its efforts to promote sustainability, reduce greenhouse gas emissions and save energy.

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

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

Section 2. The City of Maywood agrees to participate in the Beacon Program.

Section 3. The City of Maywood will work towards achieving the Silver, Gold and/or Platinum Beacon Award levels.

Section 4. The City Clerk will certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of August, 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. 6060 was adopted at a regular meeting of the City Council of the City of Maywood held on the 14th day of August, 2019 by the following vote:

AYES: Alvarez, Marquez, Medina, Lara, and DeLaRiva

NOES:

ABSTAINED:

ABSENT:



Gerardo Mayagoitia, City Clerk



AGENDA **4**
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 14, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

PREPARED BY: YENISE CAMACHO, FINANCE SPECIALIST *YC*

RE: A RECOMMENDATION NOT APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM FISHBURN AVE ELEMENTARY SCHOOL IN THE AMOUNT OF \$1,569.

RECOMMENDATION

Staff recommends that the City Council not approve Community Benefit Fund application from Fishburn Ave. Elementary School in the amount of \$1,569. This recommendation is based on the lack of response from the applicant in providing further requested documentation to support their application and its evaluation.

FISCAL IMPACT

There is no fiscal impact associated with this action.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

The City of Maywood has established a "Community Based Fund" to support community based programs and activities. Applicant eligibility is determined by the City's Community Benefit Fund Guidelines and Procedures ("Guidelines") for the distribution of funds to eligible organizations that provide community based programs, community activities and educational activities.

DISCUSSION

To apply for a grant under the City Community Benefit Fund, an applicant must be an "Eligible Organization." Eligible Organizations include non-profit agencies that provide programs or services to residents of the City, a school or school-based/affiliated organization in the City or other City-based organizations. The Eligible Organization must also be in existence prior to submitting an application and have a record of successfully providing the services for which funding is requested.

According to the requester's application, Fishburn Avenue Elementary School has been in existence for 100 years, is a school located in the City and has non-profit status. The applicant states that the school has offered English as a Second Language classes and computer literacy programs for parents and the community since 2015.

City staff has made several attempts to contact the applicant via email and phone, seeking clarification regarding missing information on the application. For example, an IRS letter of determination was requested from the applicant to support their claim of non-profit status. The requested information has not been rendered to the City.

The Guidelines also require that an Eligible Organization provide an eligible service or activity defined as a program, service, activity, event or other similar activity that has a benefit to the residents of the City or a specified target group by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. City staff tried contacting the applicant unsuccessfully to clarify whether or not the requested funding will be used for a program that is open to the public or would the program be restricted to only residents of Maywood, is the program provided free of charge and to gather more information regarding its application

All requested information and clarification is necessary in order for City staff to thoroughly evaluate and ensure that the applicant is an eligible organization providing an eligible service or activity as required by the Guidelines. The deadline has now passed and our unsuccessful attempts to reach the applicant leads City staff to recommend that this application be denied. The applicant is highly encouraged to submit a new application and seek City staff support to make sure that their organization and program meets the Guidelines for funding.

ATTACHMENT(S)

Attachment No. 1 - City of Maywood Community Benefit Fund Guidelines
and Procedures

Attachment No. 2 - Application

ATTACHMENT NO. 1

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

I. BACKGROUND

The City of Maywood has established a "Community Benefit Fund" to support community based programs and activities.

II. PURPOSE

The purpose of this policy is to provide guidelines and procedures for the distribution of public funds, which will in turn fund community programs, activities and educational activities conduct by Eligible Organizations that meet the requirements and guidelines set forth by the City Council in this policy.

III. ELIGIBILITY AND POLICY

A. Eligible Organizations. The requesting organization must be: (1) a non-profit agency as defined by the Internal revenue Service (IRS) with a tax exempt status of 501(c)(3) and is in good standing in the State of California based in the City or provides programs or services to residents of the City; a school or school-based/affiliated organization located in the City; or other City-based organization such as athletic organizations or community groups (collectively called "Eligible Organizations"); (2) must be in existence prior to submittal of an application; and (3) must have a record of successfully providing the type of service, activity or program for which funding is requested.

B. Eligible Services and Activities. To apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. Grants will be awarded in maximum amounts of no more than \$5,000.

C. Restrictions and Ineligible Organizations.

1. Grants shall not be used for religious activities or political campaigning purposes or activities.

2. A non-profit entity, a school or school-based/affiliated organization or other City-based organizations such as athletic organizations or community groups that have as a member of their board or executive leadership a City employee, a City elected or

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

appointed official or members of their family, are not eligible to apply for a Community Benefit Fund grant. Family members include spouse or domestic partner, child, parent, grandparent, grandchild, cousin, aunt, uncle, sibling, niece, nephew, parent-in-law, brother-in-law or sister-in-law, as well as all step relationships.

D. City Projects. This policy does not preclude the City from undertaking and funding projects on its own initiative that would be a benefit to the community.

IV. APPLICATION PROCEDURES

A. Submittal of an Application. Applicants must use the Community Benefit Fund application form. Forms are available on the City website at www.cityofmaywood.org and at Maywood City Hall at 4319 E. Slauson Avenue, Maywood, CA 90270. Applications may be requested by email at veronica.alvarez@cityofmaywood.org.

B. Application Deadline. The City Council will have quarterly application cycles available to consider requests contingent upon monies being available under the program. The application cycles and deadlines are as follows:

<u>Application Cycle</u>	<u>Application Deadline</u>
Quarter 1: July 1 - September 30	June 1
Quarter 2: October 1 - December 31	September 1
Quarter 3: January 1 - March 30	December 1
Quarter 4: April 1 - June 30	March 1

The application must be submitted by 5:00 p.m. on the applicable deadline date addressed to: City of Maywood, Attention: Community Benefit Fund via City Manager's Office, 4319 E. Slauson Avenue, Maywood, CA 90270.

C. General Information

1. Applicants may apply for funds during any application cycle. Notwithstanding, funds must be requested and spent during the same fiscal year in which the award was approved by the City Council.

2. Organizations may submit only one application per fiscal year.

3. Funding to an Eligible Organization will not constitute a precedent for contributions in subsequent fiscal years.

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

A. Review of Applications. Following the application deadline, City Staff will review the applications. Applicants may be contacted if further information is requested, to answer questions, clarify their application, etc. All applications will be evaluated to ensure that the applicant is an "Eligible Organization" and that purpose for which the grant is sought is consistent with this policy. Applications and recommendations of Staff, if any, will be presented to the City Council during a regular scheduled City Council meeting for the Council's consideration and approval.

B. City Council Action. The City Council will take final action on award of all grants and maintains the discretion to fund in whole or in part any request or not to fund any or all requests during the Application Cycle. Alternatively, the City Council may hold-over any application into the next Application Cycle. In the case of multiple applications that are competing for limited available funds, consideration may be given to applications based on the following criteria: (i) the number of residents who are expected to benefit, participate in or be positively impacted by the program; (ii) the performance of the applicant in prior years, including demonstrated fiscal responsibility and compliance with applicable requirements; (iv) the amount of funding previously award to the applicant or the program or event in prior years; and (v) the total amount of funding requested as a proportion of the total available funds for the applicable fiscal year.

VI. POST AWARD REQUIREMENTS

A. Agreement. All Eligible Organizations elected to receive funds will be required to sign and execute an agreement with the City of Maywood.

B. Reporting. Eligible Organizations must complete a report, within 45 days of fund expenditure, describing the use of the grant and amount expended, the number of participants in the event or program, copies of any publicity of the event or program, and a narrative regarding the benefit to the City of Maywood. The City reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were expended. Failure to submit this required report will make the Eligible Organization ineligible for allocation of future funds until the required report is submitted. These reports will be reviewed and taken into account for evaluating subsequent funding proposals from that entity.

C. Request for Funds. The Eligible Organization receiving the funds is responsible for submitting a funds request to the City's Finance Director and shall allow the City up to 30 days to process the request. If a third-party vendor is the recipient of the funds (i.e. bus company used for field trip), then the request shall include the information regarding that vendor including their Tax Identification Number and the check shall be made

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

payable to that vendor. If the grant is to be used to purchase tangible goods or services, the City has the discretion to purchase the goods or services directly and pass-through the goods or services to the Eligible Organization rather than provide the funding.

D. Return of Funds to the City. Unexpended funds must be returned to the City at the end of the fiscal year. Funds must also be returned to the City if the City determines that the applicant has not performed in accordance with the approved application listing the use of the funds.

E. Failure to Abide by Policy. The failure of an Eligible Organization to abide by this Policy will result in the Eligible Organization being denied for funding in the future.

ATTACHMENT NO. 2

CITY OF MAYWOOD

COMMUNITY BENEFIT FUND APPLICATION

Please Type/Print Information
(attach additional pages as needed)

Application Funding Cycle

Date of Application: 4-25-19

☒ S1: July 1 - December 31

☐ S2: January 1 - June 30

Amount Requested: \$1569.00

Organization Name: <u>Fishburn Ave / LACC</u>	Phone Number: <u>323-560-0878</u>
Street Address: <u>5701 Fishburn Ave</u>	Fax Number: <u>323-560-6391</u>
City, State, Zip: <u>Maywood, CA 90270</u>	Federal EIN: <u>95-6001908</u>
Contact Person: <u>Patricia Ponce / Miguel Rueng</u>	
Contact Email Address: <u>mxr6867@lausd.net / mskatelu@gmail.com</u>	

Provide a detailed description of your organization. For example, are you a school, school-based or affiliated entity, youth program, community based organization, etc.

We are a Elementary School that provides services for students from K- 5 Grade. / Dual program.

Does your organization have non-profit status with the Internal Revenue Service?
Yes ☒ No ☐ (If yes, attach documentation)

How long has this organization been in existence (provide date)? 100 yrs.

Is the organization located/based in Maywood or does it provide programs or services to Maywood residents? Yes ☒ No ☐ If yes, please explain. We started ESL

Classes & Computer literacy for parents and community since 2015.
School is very active in the community providing services Food drive
Describe how the requested funds will be used? Attach a proposed budget. donating clothes etc...

please see attach proposal. Thank you

↓ What is the anticipated time-frame to provide the proposed program, service, event activity or goods and the expenditure of the requested funds?

The program can be provided starting Fall 2019 into Winter 2020, and can be continued into the following semesters.

↓ Describe the organization's efforts in obtaining funding from other sources?

↓ How will the requested funds have a benefit to Maywood residents?

The curriculum provided by the requested funds will provide basic skills, work, and communicative English necessary for success in the work place, school, and home.

↓ How will the requested funds enhance the quality of life or the delivery of services for Maywood residents?

The funding will go toward books that allow the students to gain more advanced English skills that will help them achieve their work place and family goals.

↓ How will the requested funds provide educational opportunities for Maywood residents or students?

The curriculum specifically requested focuses on building academic and work place English, which will motivate students and give them the confidence to take more classes and apply for better jobs.

Has your organization previously received funding from the City of Maywood?

Yes ☒ No ☐ If yes, identify the use of the funds, total amount and fiscal year in which the funds were received. \$500- books - Abat March/April 2016.

Is a member of your organization's board or executive leadership a City employee, an elected or appointed City official, or a family member of a City employee or elected or appointed City official? Yes ☐ No ☒ If yes, please explain.

By my signature below, I hereby certify, under penalty of perjury, that I am qualified to sign for and bind the named organization and that the information contained within and submitted with this application is complete, true and accurate. I have received a copy of the Community Benefit Fund Guidelines and Procedures and agree to abide by its provisions. If awarded funding, an agreement will be required to be executed.

Date: 4-25-19	Signature: 			
Print Name and Title:				
Date Received	Eligibility Verified	Date Approved	Date Denied	Amount Awarded

To whom it may concern,

My name is Kate Lulinski and I am an instructor for the Los Angeles Community College District Non-Credit ESL Department. I have been an ESL instructor for 8 years, and also have my MA in TESOL. I began teaching for the district in September 2017, and in that time have taught the community members of Fishburn Elementary School in 3 different semesters. In this time, I have served as an ESL instructor for both long-term students of the program and new students as well. And so, I can truly say that I know this community of learners and what would benefit their English language and career readiness skills.

The students are highly motivated, love to learn and desire a more rigorous curriculum. Most students not only want to improve their English to better communicate with their English speaking family members and surrounding community, but also desire a job or career that would require them to speak English. Currently, the LACCD curriculum is focused on building literacy and life skills in English, however, the resources to provide this to the best of my ability has been limited by the resources available. Specifically, the students have not been supplied textbooks that they can take home to keep and use as their own to study, as well as the use of a classroom with a projector, computers, speakers, and desks reserved for the ESL students.

In my opinion, the students would greatly benefit from an integrated skills curriculum with a textbook and coordinating technology that focus on building their life, career and workplace readiness skills. These skills would also carry over into their ability to navigate family specific situations in English, ultimately not only benefiting themselves, but also their families. And so, after much research, I highly recommend the use of the Project Success Series at Fishburn Elementary. The 6 part series covers: listening and speaking, grammar, practical life skills, pronunciation, reading, writing, vocabulary, job-seeking skills, and career pathways skills in every chapter.

As the students are generally beginner learners, I recommend starting with the Level 1 book, as well as the teacher's guide for their instructor to use. This book is extremely engaging and requires the use of a computer and coordinating technology in

every lesson. The series provides direct integrated skills instruction for navigating necessary tasks for real world and work place success in English, and offers plentiful practice opportunities beyond the text book from an online practice and assessment lab that can be used any time for the length of 21 months with each book's unique student code, and also offers additional teacher reproducibles. Furthermore, because the series offers students online learning opportunities, the course will require students to use a computer and in turn improve their computer literacy skills, which are necessary for life and workplace success.

I sincerely believe the students at Fishburn Elementary are ready for the next step in their learning, and upgrading their curriculum and technology resources is the best way to do so.

Text Book Information:

Title: Project Success 1

Publisher: Pearson

Student book with e-text cost: \$40.00 on amazon (\$35.99-47.99 from publisher)

Project success DVD- Active Teach: \$128.95

Link for more info: <https://pearsonerpi.com/en/elt/integrated-skills/project-success-1-dvd-activeteach-298518>

30 student x \$47.99

One time - \$128.95
DVD Active Teach.



AGENDA 5
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 14, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JW*

PREPARED BY: YENISE CAMACHO, FINANCE SPECIALIST *YC*

RE: A RECOMMENDATION APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM THE CAL STATE FULLERTON PHILANTHROPIC FOUNDATION.

RECOMMENDATION

Staff recommends that the City Council approve the Community Benefit Fund Application from the Cal State Fullerton Philanthropic Foundation for the amount of \$5,000. The funds will be used towards scholarship awards to recipient students in our City.

FISCAL IMPACT

The City has a budget of \$75,000 for Fiscal Year 2019-2020 for the Community Benefit Fund; to date, no funds have been expended. If the application is approved in the Council meeting, the remainder is \$70,000 after the \$5,000 requested on this application.

LEGAL REVIEW

The City Attorney has reviewed this report

BACKGROUND

The City of Maywood has established a "Community Based Fund" to support community based programs and activities. Applicant eligibility is determined by the City's Community Benefit Fund Guidelines and Procedures ("Guidelines") for the distribution of public funds to eligible organizations that provide community based programs, community activities and educational activities. The Cal State Fullerton Philanthropic Foundation through the Center for Research on Educational Access and Leadership hosts the Maywood Education Fair (Education Fair) and has applied for a grant to provide \$1,000 college scholarships to Maywood students as well as monies to pay for tables, chairs, food, etc. for the Education Fair.

DISCUSSION

To apply for a grant under the City Community Benefit Fund, an applicant must be an "Eligible Organization." Eligible Organizations include non-profit agencies based in the City or an agency that provides programs or services to residents of the city, a school or school-based/affiliated organization located in the city or other city-based organizations. The Eligible Organization must also be in existence prior to submitting an application and have a record of successfully providing the services for which funding is requested.

California State University Fullerton (CSUF) established the "Center for Research on Educational Access and Leadership (C-REAL)" within the university's College of Education and through the Cal State Fullerton Philanthropic Foundation, C-Real has established a partnership with the City of Maywood since 2009 with regard to the education of the City's youth. Graduate students from CSUF's Masters of Science in Higher Education program coordinate, design, implement and evaluate the annual Maywood Education Fair held at St. Rose of Lima in Maywood. Topic and resource areas at the Education Fair include financial aid, college admissions, parental support and involvement, goal setting, career options, access for undocumented students, mentor recruitment, adult education and more. The annual Educational Fair has grown to attract more than 850 students of all ages, parents, adult learners and community leaders and residents in 2018.

This university-community collaboration has included much more than the annual Education Fair. The collaboration includes research-based interventions; community capacity-building efforts; parental and youth involvement; Maywood student visits to the CSUF campus; research on community and educational leadership efforts. Notably, this collaboration specifically with regard to the Education Fair has drawn attention and recognition from City, County, State, and Federal officials and thus, has been nationally recognized as a program established to prepare students from minority backgrounds for academic success.

CSUF has published research findings about its collaboration with Maywood in the *Urban Review* and *Association of Mexican American Educators Journal*, as well as provided presentations at local and national conferences. Now faculty at CSUF are identifying next steps in two areas; 1: Building upon and continuing to work with the City of Maywood to continue developing a college oriented culture community; and 2: Replicating the CSUF-Maywood partnership as a prototype for other communities and Universities looking toward serving their local populations. The overall vision of CSUF is to expand and deepen their work with the City to ensure sustainability and to expand to neighboring cities around.

The outcomes of the partnership between the City of Maywood and CSUF has been significant:

- Community participation in the educational fair has increased ten-fold during the past 7 years;
- Student participants consistently report advanced outcomes in useful information provided;
- Parent/guardian participants consistently show increased understanding of their role in their children's academic success.

With this background in mind, Staff has determined that the Applicant is an Eligible Organization. Eligible Organizations include non-profit agencies that provide programs or services to the residents of the City. In this case, the applicant is a 501(c)(3), is in good standing in the State of California and has been in existence as a non-profit since 1994. C-REAL has been in existence since 2008. The applicant through C-REAL and CSUF has had a record of success in providing the Education Fair for the last nine years. The upcoming Education Fair on October 12, 2019 will be celebrating its 10th anniversary.

Once an applicant is determined that it is an Eligible Organization, the applicant is required to provide a program, service, activity, event or other similar activity that has a benefit to the residents of the City or a specified target group by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs. If a request relates to a community event, the event must be advertised and open to the public.

The Applicant is requesting funding for scholarships in the amount of \$10,000 at \$1,000 for each scholarship given to a Maywood student and \$5,000 for expenses related to the Education Fair such as rentals and food. In this case, the program (scholarships and reimbursement of expenses for the Education Fair) provides educational opportunities for the City's youth, young adults as well as adult-learners. In addition, since CSUF desires to grow and duplicate numbers of minority students completing college, by providing funding to the Applicant to encourage our Maywood students to apply to college, this

enhances the quality of life of our residents. This commitment to ensuring that Maywood students invest in their future by going to college will make an enormous impact by transforming Maywood and our Southeast cities into more college conscious communities. Last, the Education Fair is advertised and open free to the public.

To conclude, City staff has determined the applicant is an Eligible Organization and the information provided by the application and Staff's research, supports Staff's finding that the applicant is providing an eligible program and activity as required by the Guidelines.

ATTACHMENT(S)

Attachment No. 1- City of Maywood Community Benefit Fund Guidelines and Procedures

Attachment No. 2- Application

ATTACHMENT NO. 1

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

I. BACKGROUND

The City of Maywood has established a "Community Benefit Fund" to support community based programs and activities.

II. PURPOSE

The purpose of this policy is to provide guidelines and procedures for the distribution of public funds, which will in turn fund community programs, activities and educational activities conduct by Eligible Organizations that meet the requirements and guidelines set forth by the City Council in this policy.

III. ELIGIBILITY AND POLICY

A. Eligible Organizations. The requesting organization must be: (1) a non-profit agency as defined by the Internal revenue Service (IRS) with a tax exempt status of 501(c)(3) and is in good standing in the State of California based in the City or provides programs or services to residents of the City; a school or school-based/affiliated organization located in the City; or other City-based organization such as athletic organizations or community groups (collectively called "Eligible Organizations"); (2) must be in existence prior to submittal of an application; and (3) must have a record of successfully providing the type of service, activity or program for which funding is requested.

B. Eligible Services and Activities. To apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. Grants will be awarded in maximum amounts of no more than \$5,000.

C. Restrictions and Ineligible Organizations.

1. Grants shall not be used for religious activities or political campaigning purposes or activities.

2. A non-profit entity, a school or school-based/affiliated organization or other City-based organizations such as athletic organizations or community groups that have as a member of their board or executive leadership a City employee, a City elected or

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

appointed official or members of their family, are not eligible to apply for a Community Benefit Fund grant. Family members include spouse or domestic partner, child, parent, grandparent, grandchild, cousin, aunt, uncle, sibling, niece, nephew, parent-in-law, brother-in-law or sister-in-law, as well as all step relationships.

D. City Projects. This policy does not preclude the City from undertaking and funding projects on its own initiative that would be a benefit to the community.

IV. APPLICATION PROCEDURES

A. Submittal of an Application. Applicants must use the Community Benefit Fund application form. Forms are available on the City website at www.cityofmaywood.org and at Maywood City Hall at 4319 E. Slauson Avenue, Maywood, CA 90270. Applications may be requested by email at veronica.alvarez@cityofmaywood.org.

B. Application Deadline. The City Council will have quarterly application cycles available to consider requests contingent upon monies being available under the program. The application cycles and deadlines are as follows:

<u>Application Cycle</u>	<u>Application Deadline</u>
Quarter 1: July 1 - September 30	June 1
Quarter 2: October 1 - December 31	September 1
Quarter 3: January 1 - March 30	December 1
Quarter 4: April 1 - June 30	March 1

The application must be submitted by 5:00 p.m. on the applicable deadline date addressed to: City of Maywood, Attention: Community Benefit Fund via City Manager's Office, 4319 E. Slauson Avenue, Maywood, CA 90270.

C. General Information.

1. Applicants may apply for funds during any application cycle. Notwithstanding, funds must be requested and spent during the same fiscal year in which the award was approved by the City Council.

2. Organizations may submit only one application per fiscal year.

3. Funding to an Eligible Organization will not constitute a precedent for contributions in subsequent fiscal years.

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

A. Review of Applications. Following the application deadline, City Staff will review the applications. Applicants may be contacted if further information is requested, to answer questions, clarify their application, etc. All applications will be evaluated to ensure that the applicant is an "Eligible Organization" and that purpose for which the grant is sought is consistent with this policy. Applications and recommendations of Staff, if any, will be presented to the City Council during a regular scheduled City Council meeting for the Council's consideration and approval.

B. City Council Action. The City Council will take final action on award of all grants and maintains the discretion to fund in whole or in part any request or not to fund any or all requests during the Application Cycle. Alternatively, the City Council may hold-over any application into the next Application Cycle. In the case of multiple applications that are competing for limited available funds, consideration may be given to applications based on the following criteria: (i) the number of residents who are expected to benefit, participate in or be positively impacted by the program; (ii) the performance of the applicant in prior years, including demonstrated fiscal responsibility and compliance with applicable requirements; (iv) the amount of funding previously award to the applicant or the program or event in prior years; and (v) the total amount of funding requested as a proportion of the total available funds for the applicable fiscal year.

VI. POST AWARD REQUIREMENTS

A. Agreement. All Eligible Organizations elected to receive funds will be required to sign and execute an agreement with the City of Maywood.

B. Reporting. Eligible Organizations must complete a report, within 45 days of fund expenditure, describing the use of the grant and amount expended, the number of participants in the event or program, copies of any publicity of the event or program, and a narrative regarding the benefit to the City of Maywood. The City reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were expended. Failure to submit this required report will make the Eligible Organization ineligible for allocation of future funds until the required report is submitted. These reports will be reviewed and taken into account for evaluating subsequent funding proposals from that entity.

C. Request for Funds. The Eligible Organization receiving the funds is responsible for submitting a funds request to the City's Finance Director and shall allow the City up to 30 days to process the request. If a third-party vendor is the recipient of the funds (i.e. bus company used for field trip), then the request shall include the information regarding that vendor including their Tax Identification Number and the check shall be made

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

payable to that vendor. If the grant is to be used to purchase tangible goods or services, the City has the discretion to purchase the goods or services directly and pass-through the goods or services to the Eligible Organization rather than provide the funding.

D. Return of Funds to the City. Unexpended funds must be returned to the City at the end of the fiscal year. Funds must also be returned to the City if the City determines that the applicant has not performed in accordance with the approved application listing the use of the funds.

E. Failure to Abide by Policy. The failure of an Eligible Organization to abide by this Policy will result in the Eligible Organization being denied for funding in the future.

ATTACHMENT NO. 2

CITY OF MAYWOOD

COMMUNITY BENEFIT FUND APPLICATION

Please Type/Print Information
(attach additional pages as needed)

Application Funding Cycle

☒ S1: July 1 - December 31

☐ S2: January 1 - June 30

Date of Application: July 1, 2019

Amount Requested: \$5,000

Organization Name: Maywood Education Fair – CSU Fullerton/ C-REAL/ CSUF Philanthropic Foundation	Phone Number: (657) 278-4542
Street Address: 2600 Nutwood Ave. – College Park Suite 620	Fax Number:
City, State, Zip: Fullerton, CA 92831	Federal EIN: Tax ID# 33-0567945
Contact Person: Rebecca Gutierrez Keeton or Eugene Fujimoto	
Contact Email Address: rgkeeton@fullerton.edu or efujimoto@fullerton.edu	

Provide a detailed description of your organization. For example, are you a school, school-based or affiliated entity, youth program, community based organization, etc.

The Masters degree program in Educational Leadership is at California State University Fullerton. C-REAL is a research center on campus. We are a non-profit organization working through the CSUF Philanthropic Foundation, committed to partnering with the City of Maywood toward developing a college-going culture.

Does your organization have non-profit status with the Internal Revenue Service?
Yes ☒ No ☐ (If yes, attach documentation)

How long has this organization been in existence (provide date)? Since 2009

Is the organization located/based in Maywood or does it provide programs or services to Maywood residents? Yes ☒ No ☐ If yes, please explain.

Since 2009 we have partnered with the City of Maywood to provide the Maywood Education Fair in the Maywood community. In October 2018, over 850 residents turned out for the event, located at Santa Rosa de Lima School. 2019 will be our 10th year of the Education Fair.

Describe how the requested funds will be used? Attach a proposed budget.

\$3,000 Through a competitive process, we will offer three \$1000 college scholarships for qualified students in the community. This will be in honor of the 10th anniversary of the Education Fair.

\$2000 The funds will assist in paying for tents, tables, chairs, table cloths, and food for the Education Fair. We prefer to rent all items from local companies and have found a donor in Los Angeles that has offered us discounted sandwiches and drinks.

What is the anticipated time-frame to provide the proposed program, service, event activity or goods and the expenditure of the requested funds?

We will order all supplies and materials for the fair between now and Saturday, October 12, 2019. All invoices will be paid before Friday, December 13, 2019.

Describe the organization's efforts in obtaining funding from other sources?

The students in the Masters of Science in Higher Education Program raise over \$10k each year to pay for food, supplies, and scholarships. They also request funding from the CSUF Dean of the College of Education as well as funds from the University Instructionally Related Activities budget.

How will the requested funds have a benefit to Maywood residents?

Our research reveals that 1) Community participation has increased ten-fold in 7 years, 2) Student participants report advanced outcomes in useful information provided, and 3) Parent/guardian participants show increased understanding of their role in their children's academic success.

How will the requested funds enhance the quality of life or the delivery of services for Maywood residents?

From 2009 to 2013 there was a 4.4% increase in students attending college (249 students) (U.S. Census). From 2000 to 2016 there was an increase in the number of Bachelors degree or higher obtained from 2.3% to 4.7% (U.S. Census).

How will the requested funds provide educational opportunities for Maywood residents or students?

Out of 100 Latina/o students who begin elementary school, 52 will graduate from high school, and 10 will obtain a college degree. To increase this rate, we will offer workshops, free lunch, resource fair, and scholarships to support the community cultural wealth that exists in Maywood by offering the information necessary to help the students from Maywood to get college degrees.

Has your organization previously received funding from the City of Maywood?

Yes ☐ No ☒ If yes, identify the use of the funds, total amount and fiscal year in which the funds were received.

Is a member of your organization's board or executive leadership a City employee, an elected or appointed City official, or a family member of a City employee or elected or appointed City official? Yes ☐ No ☒ If yes, please explain.

By my signature below, I hereby certify, under penalty of perjury, that I am qualified to sign for and bind the named organization and that the information contained within and submitted with this application is complete, true and accurate. I have received a copy of the Community Benefit Fund Guidelines and Procedures and agree to abide by its provisions. If awarded funding, an agreement will be required to be executed.

Date: 7/1/19	Signature: E. Fujimoto			
Print Name and Title: EUGENE FUJIMOTO, Ph.D. ASSOCIATE PROFESSOR				
Date Received	Eligibility Verified	Date Approved	Date Denied	Amount Awarded

Internal Revenue Service**Date:** May 11, 2005

CAL STATE FULLERTON PHILANTHROPIC
FOUNDATION
2600 E NUTWOOD AVE STE 850
FULLERTON CA 92831-3145 004

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Ms. K. Hilson 31-07340
Customer Service Representative

Toll Free Telephone Number:

8:30 a.m. to 5:30 p.m. ET
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

33-0567945

Dear Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on October 1, 2004. We have updated our records to reflect the name change as indicated above.

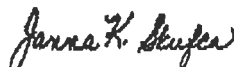
In August 1994 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV - 3 2006

CAL STATE FULLERTON PHILANTHROPIC
FOUNDATION
C/O REYNOLDS T CAFFERATA RODRIGUES
HORII & CHOI LLP
777 S. FIGUEROA ST., SUITE 3307
LOS ANGELES, CA 90017

Employer Identification Number:
33-0567945

DLN:

606055004

Contact Person:

R HUTCHINS

ID# 52408

Contact Telephone Number:

(877) 829-5500

Date of Exemption:

AUGUST 1994

Internal Revenue Code

Section 501(c)(03)

Dear Applicant:

Thank you for submitting the information shown on the enclosure. We have made it a part of your file.

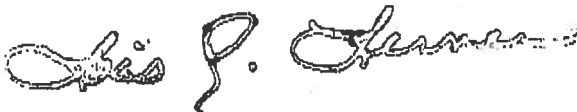
The changes indicated do not adversely affect your exempt status and the exemption letter issued to you continues in effect.

Please let us know about any future change in the character, purpose, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Thank you for your cooperation.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 976 (DO/CG)

-2-

CAL STATE FULLERTON PHILANTHROPIC

Item Changed

From

To

Change in Foundation Code

509(a)(1) & 170(b)(1)(iv)

Present

The foundation is organized and operated exclusively to receive, hold, invest and administer property and to make expenditures to or for the benefit of California State University, Fullerton which is an organization described in section 170(b)(1)(A)(ii) and Treasury Regulation sections 1.170A-9(b)(1) and 1.170A-9(b)(2)(iii). The organization meets the requirements of Code section 170(b)(1)(A)(iv).

Letter 976 (DO/CG)



AGENDA 6
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 14, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER *JV*

BY: ABEL HERNANDEZ, PUBLIC WORKS COORDINATOR *AH*

RE: OBTAIN AUTHORIZATION TO ADVERTISE A REQUEST FOR PROPOSALS (RFP) OR BID FOR CITY-WIDE TRAFFIC SIGNAL, SIGNS AND STREETLIGHT MAINTENANCE SERVICES

RECOMMENDATION

Staff recommends that the City Council authorize staff to advertise a request for proposals or bid for city-wide traffic signal, signs and streetlight maintenance services, in the form approved by the City Attorney.

FISCAL IMPACT

The City is currently utilizing Siemens Industry, Inc. for traffic signal, signs and streetlight services maintenance and on call services. The City would like to advertise a request for proposals to receive competitive, qualified and cost effective bids. Current traffic signal, signs and streetlight maintenance services are paid for by Streetlight Assessment District funds.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

On July 25, 2018, the City entered into a streetlight conversion agreement with Siemens Industry, Inc. The Agreement provided for the conversion of 550 LED streetlights within the City of Maywood. The city has also been using the services of Siemens Industry, Inc. on an "as needed basis" for traffic signal and streetlight maintenance services.

DISCUSSION

Staff recommends that the City Council authorize the issuance of a Request for Proposals (RFP) or bid to allow staff to procure for city-wide traffic signal, signs and streetlight maintenance services in the form approved by the City Attorney. This RFP will also further the City's effort to provide greater transparency to residents regarding contractor services.

ATTACHMENT(S)

Attachment No. 1 - Draft Traffic Signal, Signs and Streetlight Maintenance Services Request for Proposals document

ATTACHMENT NO. 1

CITY OF MAYWOOD

NOTICE INVITING REQUEST FOR PROPOSALS (RFP) FOR

TRAFFIC SIGNAL, SIGN AND STREETLIGHT MAINTENANCE

SERVICES



DATE OF ISSUANCE: AUGUST 16, 2019

RESPONSES MUST BE RECEIVED NO LATER THAN

FRIDAY, SEPTEMBER 13TH, 2019 BY 4:00 PM

DELIVER OR MAIL TO:

City of Maywood
City Clerk's Office
Attn: Priscilla Kinnard
4319 E. Slauson Avenue
Maywood, CA 90270

I. PURPOSE

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to Provide Traffic Signal, Sign and Streetlight Maintenance Services for the City of Maywood. The City wishes to obtain Traffic Signal, Sign and Streetlight Maintenance Services under a Professional Services Agreement. The City will award no more than one contract on a not-to-exceed basis.

II. BACKGROUND

The City of Maywood is a General Law City, with a Council/Manager form of government. The City is located in the southeast region of Los Angeles County, is 1.18 square miles and is bordered by the cities of Bell, Vernon, Huntington Park, and Commerce.

III. GENERAL REQUIREMENTS

- A. Respondents shall have at least five (5) years of consecutive experience in municipal traffic signal, sign and streetlight work.
- B. The proposed term of the contract under this RFP shall be for three years with the option to renew for two additional one-year periods at the discretion of the City.
- C. Respondent shall comply with the insurance requirements set forth in the form professional services agreement.
- D. In accordance with Labor Code Section 1770 et seq., the services to be provided by the successful proposer is a "public work" and thus required to pay and comply with the prevailing wage requirements of the California Labor Code as described in Attachment 2. Said attachment shall be incorporated into the awarded contract. In addition, the successful proposer shall be required to submit a payment bond in the form approved by the City Attorney concurrently with the signing of the contract. The surety who provides the bond must be authorized by the Insurance Commissioner to transact business of insurance in the State of California

IV. SCOPE OF SERVICES

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

The CITY OF MAYWOOD (City) is soliciting Request for Proposals (RFP) from qualified electrical contractors to provide traffic signal, sign, streetlight and intersection street light maintenance, emergency repair, and non-emergency routine inspections. The City operates and maintains twenty one (21) traffic signals with a variety of traffic signal controllers. The City is seeking a contractor whose combination of experience and personnel will provide timely, cost effective, and quality professional services to the City. The selected Contractor will be required to have qualified traffic technicians that have demonstrated experience with traffic signal, street light, and other electrical work. The Contractor shall also have the ability to troubleshoot and diagnose problems with all of the City's traffic signal related electrical operation systems.

The total amount of work available will be a function of routine traffic signal maintenance plus the amount of work that is required due to normal "wear and tear", collision damage, vandalism, and other factors that may result in the need for emergency responses maintenance services. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide preventive maintenance and to respond to unscheduled/emergency work. **See Scope of Services and Cost Proposal Schedule pages for details.**

V. SCHEDULE

	<u>Deadlines</u>
Release of Requests for Proposals	August 16, 2019
Submittal of Questions	August 23, 2019 by 3:00 pm
Response to Questions	August 30, 2019 by 4:00 pm
Proposal Due Date	September 13, 2019 by 4:00 pm
Proposal Review/Evaluation	TBD
Optional Interview (if required)	TBD
Tentative award of contract	TBD
Tentative City Council award	TBD
Tentative Start date	September/October 2019

* These dates are anticipated and may change.

VI. LIST OF INTERESTED PROPOSERS

The full content of the RFP is available through the City website at www.cityofmaywood.org. If addendums are necessary, they will be posted onto the previously mentioned websites as well. All respondents interested in proposing on this RFP are encouraged to sign-up on the "List of Interested Proposers" for the project. This list will be used to email any project updates, addendums, changes or responses to written inquires and will be distributed to all interested contractors. To get on said list please visit and sign into <https://www.cityofmaywood.com/bids>.

VII. QUESTIONS

All questions regarding this RFP shall be submitted in writing by email to: ABEL HERNANDEZ at abel.hernandez@cityofmaywood.org. The date and time when questions must be submitted are shown in "Section V.-Schedule" of this RFP. Questions with their answers will be posted via and addendum or City website by the date and time set forth in this RFP.

VIII. 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 four (4) copies of the proposal (three bound and one unbound), single sided, and an **electronic usb version**.

All proposal submittals shall be mailed or delivered and received by the City no later than September 13, 2019 at 4:00 p.m. addressed as follows:

City of Maywood
City Clerk's Office
Attention: Priscilla Kinnard
4319 Slauson Avenue
Maywood, CA 90270

For delivery purposes, the City Clerk's phone number for the City is (323) 323-562-5700.
SUBMITTAL FORMAT

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

A. WORK PROPOSAL

1. Cover Letter

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

2. Table of Contents

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

3. Experience and Qualifications

- a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.
- b. Provide a summary of Respondent's qualification and experience. At a minimum, Respondent should have at least five (5) years of consecutive experience.
- c. Provide at least three references that received similar services from your Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
- d. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.

- e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
 - f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.
4. Approach to Scope of Services
- a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.
 - b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
 - c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.

B. COST PROPOSAL

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

IX. AGREEMENT FOR PROFESSIONAL SERVICES

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

X. GENERAL ADMINISTRATIVE INFORMATION

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

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

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

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

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

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

XI. SUBMITTAL DUE DATE

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

XII. SELECTION PROCESS

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

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

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

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

XIII. AUTHORITY TO WITHDRAW

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

XIV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XV. ATTACHMENTS

- Attachment 1. Professional Services Agreement
- Attachment 2. Prevailing Wage if required

SCOPE OF SERVICES

SCOPE OF WORK

1. **SERVICES TO BE PROVIDED** The City desires to retain a contractor to provide full services for maintenance and repair of the City's 21 traffic signal intersections on a routine basis. Service for signs and streetlights to be provided on an as needed basis. Services are to include:

A. Monthly inspection and testing of controller, actuation system (traffic loops or other traffic sensing system), indicator lamps (standard and Light Emitting Diode), reflectors, pedestrian signals, and pushbuttons. Contractor shall test all components through at least three cycles during each monthly testing period. At least one inspection cycle per 90-day period shall be done at night and shall include illuminated street name signs, street and safety lighting.

B. Monthly inspection, cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains, and removal of any graffiti, stickers or other non-official markings on the exterior of the controller cabinet. Exterior of cabinet shall be repainted in original colors, if appropriate, to remove markings.

C. Quarterly cleaning and inspection of all indicator lamps, cleaning of hoods, targets, lenses and reflectors as needed, and verification of focus and aim of individual indicators and signal head assembly. Contractor shall thoroughly clean, inspect and polish each lamp and reflector at each intersection a minimum of once per calendar year and replacement of failed lamps. Contractor shall document date and time of annual cleaning and polishing.

D. Replacement of any failed lamp as identified during inspection or within one business day of notification if two or more lamps remain operating in the direction of travel; if less than two lamps are operating, Contractor shall respond within 24-hours of notification.

E. Repair or replacement of any failed critical system component as identified during inspection or within 2-hours of notification of Contractor by City.

F. Maintain a record of all inspections on a report to be kept in each controller cabinet in a format acceptable to the City Engineer.

G. Provide a monthly report to the city of all inspections including corrective actions taken at each traffic signal.

2. **FREQUENCY AND QUANTITY OF SERVICE.** The City currently has 21 traffic signals located at various intersections throughout the City. City desires to have each signal placed on an inspection schedule to ensure that each signal is inspected once every 90 days.

3. **CONTRACTOR TO PROVIDE.** Contractor shall furnish all necessary personnel, vehicles, equipment, supplies and tools needed in support of the scope of services contained within this bid. Nothing in the specification shall implicitly or explicitly require the City to provide any personnel, vehicles, equipment, supplies or tools to the Contractor in performance of scope of work. City shall reserve the right to have City crews place any additional traffic control devices, including temporary stop signs at any signal location determined as necessary by the City Engineer.

4. **VEHICLE CONDITIONS.** All vehicles and equipment shall be kept in a clean and well maintained condition while operating within the city. Contractor shall ensure that each vehicle is inspected daily for safety related items, and that a record of the vehicle inspection shall be kept with the vehicle at all times the vehicle is operating within the city. City shall have the right to review vehicle inspection records at any time that the vehicle is operating within the City limits, upon verbal request of the operator of the vehicle by City representative. Failure to maintain vehicles in a clean and safe condition or the refusal to produce said vehicle inspections will be formally documented by the City subject to further administrative action by the City, up to and including termination of any purchase order, contract or agreement between the Contractor and the City.

5. **AIR QUALITY REQUIREMENTS.** Contractor shall meet all applicable local, state and Federal air quality laws, rules and regulations including but not limited to those promulgated by the SCAQMD at the time of award.

6. **NPDES REQUIREMENTS.** Contractor shall meet all applicable local, state and Federal clean water laws, rules and regulations including but not limited to all conditions set forth in the Los Angeles County National Pollution Discharge Elimination System Permit as it relates to tree trimming and removal practices, and all Best Management Practices set forth by the City in compliance with NPDES requirements. Contractor shall not discharge any water containing trash, debris, pollutants, fuels, oils, soaps or other non-allowable constituents from its vehicles upon any city street, to any storm drain or any non-permitted outlet. Contractor shall not allow any trash, soils or debris to remain upon any street or public right-of-way in such a manner that could result in entry into any storm drain during a rain event. Contractor shall comply with all NPDES requirements at its maintenance facilities, storage yards and company facilities. Failure to comply with this section may result in termination for cause by the City of any contract resulting from this solicitation.

7. **COURTEOUS OPERATION.** Contractor shall perform all traffic signal maintenance operations in a manner that causes a minimum inconvenience to the residents and businesses within the city. The Contractor shall ensure that traffic signal maintenance staff conduct their activities in a professional and courteous manner. Contractor shall formally investigate any complaints received by the City in a prompt and expedient manner, and shall provide a written report to the City regarding the resolution of said complaint within seven business days from the date the complaint is forwarded to Contractor. Contractor shall ensure that equipment and vehicles do not create

unnecessary noise or dust during routine operations, and shall be sensitive to performing traffic signal maintenance operations in residential areas prior to 7:00 AM.

8. **CLAIMS FOR DAMAGES.** Contractor shall promptly investigate any and all reports of damage to private vehicles or property resulting from Contractor's activities within the City, and address said claims in a prompt and expedient manner. Contractor shall provide a written report to the City regarding the findings and probable resolution of said claims within seven business days from the date the claim is made to either directly to the Contractor or forwarded from the City to the Contractor.

9. **COMPLIANCE WITH WASTE DIVERSION AND RECYCLING.** Contractor shall be responsible for the collection, hauling and disposal of all materials collected during the course of the daily traffic signal maintenance operations. The City is under State Mandate to comply with waste diversion requirements that require the city to divert 65% of the waste stream from landfilling. As part of their response to this request for bid, the Contractor shall describe their proposed collection, hauling and disposal activities, including identifying proposed waste disposal facilities receiving collected debris and materials. Contractor shall also describe how they shall handle any hazardous materials generated during the course of traffic signal maintenance activities, including identification of proposed Contractors for disposal of any hazardous materials. In addition, Contractor shall describe in detail the waste diversion and recycling activities Contractor shall undertake to ensure that 65% of the materials and debris collected during the course of traffic signal maintenance operations shall be diverted from landfilling or recycled. Contractor shall identify any diversion or recycling facilities proposed for receiving said materials. Contractor shall prepare and submit a report documenting tonnage delivered to each facility and copies of weight tickets for each load. Reports shall be submitted for each calendar quarter and shall be provided to the City by the 20th of the month following the end of the calendar quarter.

10. **ACCIDENTS REPORTS.** Contractor shall provide a copy of any and all accidents involving Contractor's vehicles, personnel and equipment while operating within the City, to the City within seven days from the date of the accident. Said report shall include the date and time of the accident, and a copy of any law enforcement reports resulting from the accident.

11. **QUALITY OF WORK.** Contractors shall ensure that all traffic signal maintenance shall be done to the highest standards of workmanship. Components and lamps used for replacement shall provide the highest value to the city in terms of life cycle in order to minimize repetitive failures. Contractor shall secure appropriate standard-manufacturer warranties on all components and materials purchased for and used within City traffic signals. Said warranties shall be the longest practical without incurring additional costs for components. Contractor shall vigorously pursue warranty claims in order to ensure minimum cost to the city in the event of component failures and shall apply any credits received for warranted defects as credits against Contractor's costs for components to the City. City reserves the right to review product warranties and technical specifications of all components provided by Contractor prior to reimbursement to Contractor.

COST PROPOSAL SCHEDULE

1. Monthly inspection and testing of controller, actuation system (traffic loops or other traffic sensing system), indicator lamps (standard and Light Emitting Diode), reflectors, pedestrian signals, and pushbuttons. Contractor shall test all components through at least three cycles during each monthly testing period. At least one inspection cycle per 90-day period shall be done at night and shall include illuminated street name signs, street and safety lighting.

ANNUAL COST PER INTERSECTION: \$ _____

ANNUAL COST FOR 21 INTERSECTIONS: \$ _____

2. Monthly inspection, cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains, and removal of any graffiti, stickers or other non-official markings on the exterior of the controller cabinet. Exterior of cabinet shall be repainted in original colors, if appropriate, to remove markings.

ANNUAL COST PER INTERSECTION: \$ _____

3. Quarterly cleaning and inspection of all indicator lamps, camera/photo sensors, cleaning of hoods, targets, lenses and reflectors as needed, and verification of focus and aim of individual indicators and signal head assembly. Contractor shall thoroughly clean, inspect and polish each lamp and reflector at each intersection a minimum of once per calendar year and replacement of failed lamps. Contractor shall document date and time of annual cleaning and polishing.

ANNUAL COST PER INTERSECTION: \$ _____

4. Replacement of any failed indicator lamp as identified during inspection or within one business day of notification if two or more indicator lamps remain operating in the direction of travel: if less than two indicator lamps are operating, Contractor shall respond within 24 - hours of notification.

COST PER LAMP REPLACEMENT INCLUDING
MATERIALS AND SUPPLIES PERFORMED
DURING MONTHLY OR QUARTERLY INSPECTION: \$ _____

COST PER LAMP REPLACEMENT,
EMERGENCY RESPONSE: \$ _____

5. Repair or replacement of any failed critical system component as identified during inspection or within 2-hours of notification of Contractor by City. Minimum 1-hour to be charged upon arrival at intersection. Materials and components shall be priced on actual cost plus applicable sales taxes and delivery charges. Contractor shall be allowed a 10% mark-up on the total cost of component. Contractor shall submit copies of receipts for all materials and components with invoice.

FULLY BURDENED LABOR RATE PER
HOUR NORMAL HOURS:

\$ _____ / hour.

FULLY BURDENED LABOR RATE PER
HOUR, EMERGENCY RESPONSE:

\$ _____ / hour.

6. Repairs or replacement of streetlights or components, illuminated street-name signs and other lighting replacement as identified by the City. Materials and components shall be priced on actual cost plus applicable sales taxes and delivery charges. Contractor shall be allowed a 10% mark-up on the total cost of component. Contractor shall submit copies of receipts for all materials and components with invoice. The City owns and maintains a total of 550 Verdeon C-Series model LED streetlights/luminaires.

FULLY BURDENED LABOR RATE PER HOUR:

\$ _____/hour.

7. Underground Service Alert – USA PER USA
(Dig Alert Service)

\$ _____/each

The 10% bid bond shall be provided for the amount indicated for Items 1, 2 and 3. The final selection of the contractor will include but not limited to the proposed prices per year, per units for optional items, bidders qualifications, experience, references, and other relevant items to ensure the lowest qualified and responsive bid is selected that is in the best interest of the City.

PERSONNEL PROVIDING SERVICES

List the position titles and responsibilities of personnel that will be providing services, emergency response services and after hour services to the City per this RFP.

PERSONNEL

Position

Hourly Straight Time / Hourly Overtime

Title: _____ \$ _____ / \$ _____

Description: _____

Title: _____ \$ _____ / \$ _____

Description: _____

Title: _____ \$ _____ / \$ _____

Description: _____

Title: _____ \$ _____ / \$ _____

Description: _____

Title: _____ \$ _____ / \$ _____

Description: _____

Title: _____ \$ _____ / \$ _____

Description: _____

EMERGENCY RESPONSE AND AFTER HOUR SERVICES

VEHICLES AND EQUIPMENT

The vehicles and equipment listed hereon may not accurately reflect the rolling stock used by your firm. For those vehicle and equipment that are not used by your firm, cross out and mark as "N/A" to indicate that the vehicle or equipment is not available or necessary for the emergency response services requested in this RFP.

Personnel Vehicle	\$ _____ Per hour
Pickup Truck	\$ _____ Per hour
Service Truck	\$ _____ Per hour
Service/Ladder Truck	\$ _____ Per hour

Boom/Ladder Truck	\$ _____	Per hour
Crane Truck	\$ _____	Per hour
Altec/Tesla Truck	\$ _____	Per hour
Concrete Saw	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour

*Any equipment not listed will be paid per current Caltrans equipment rates.

MATERIAL MARK-UP

Material mark-up will not exceed _____% of supplier's invoice price (cost) that will be furnished to the City in any cost proposal for emergency response work.

*****The PROPOSER shall provide prices for all of the items listed above. Failure to do so may be the grounds for rejection of the proposal.**

CITY OF MAYWOOD SIGNAL/INTERSECTION LOCATIONS

<u>No.</u>	<u>Cross-Street</u>	<u>And</u>	<u>Cross-Street</u>
1	Atlantic Boulevard	And	55 th Street
2	Atlantic Boulevard	And	57 th Street
3	Atlantic Boulevard	And	58 th Street
4	Atlantic Boulevard	And	Slauson Avenue
5	Atlantic Boulevard	And	60 th Street
6	Atlantic Boulevard	And	61 st Street
7	Atlantic Boulevard	And	Randolph Street
8	Slauson Avenue	And	Downey Avenue
9	Slauson Avenue	And	Maywood Avenue
10	Slauson Avenue	And	Everett Avenue
11	Slauson Avenue	And	Loma Vista Avenue
12	Slauson Avenue	And	Carmelita Avenue
13	Slauson Avenue	And	Corona Avenue
14	Slauson Avenue	And	Gifford Avenue
15	Slauson Avenue	And	Fishburn Avenue
16	Slauson Avenue	And	Pine Avenue
17	Slauson Avenue	And	King Avenue
18	Slauson Avenue	And	Mayflower Avenue
19	Slauson Avenue	And	Heliotrope Avenue
20	Slauson Avenue	And	Woodlawn Avenue
21	Slauson Avenue	And	Alamo Avenue



AGENDA
ITEM NO. 7

CITY COUNCIL STAFF REPORT

DATE: AUGUST 14, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ABEL HERNANDEZ, PUBLIC WORKS COORDINATOR 

RE: APPROVAL OF A SHORT-TERM AGREEMENT BETWEEN THE CITY OF MAYWOOD AND SIEMENS INDUSTRY, INC. FOR TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE SERVICES THROUGH OCTOBER 31, 2019

RECOMMENDATION

Staff recommends that the City Council approve a short-term agreement between the City and Siemens Industry, Inc. in a form approved by the city attorney for traffic signal and streetlight maintenance services through October 31, 2019.

FISCAL IMPACT

The short-term agreement between the City and Siemens will be for an approximate 3 month period. Based on average monthly maintenance invoice statements, a not to exceed amount of \$30,000 is recommended for the 3 month term. Current traffic signal and streetlight maintenance services are paid for by Streetlight Assessment District funds and has been accounted for within the Fiscal Year 2019/20 budget.

LEGAL REVIEW

The City Attorney has reviewed this report.

Staff Report Re: Approval of a short-term agreement for traffic signal and streetlight maintenance (Siemens).

BACKGROUND

On July 25, 2018, the City entered into a streetlight conversion agreement with Siemens Industry, Inc. and has been utilizing additional traffic signal and streetlight maintenance services on an "as needed basis" to service the city's 21 signalized intersections. The city anticipates it will conduct a Request for Proposal (RFP) for traffic signal, signs and streetlight maintenance services and hopes to select the most qualified and cost effective vendor within the upcoming three month time frame.

DISCUSSION

Approval of a short-term agreement would allow for the continuity of traffic signal and streetlight maintenance services provided by Siemens Industry, Inc. during the request for proposals process.

The agreement is for a not-to-exceed amount of \$30,000 over the three month period and is based on recent maintenance activity and received invoices for work completed.

ATTACHMENT(S)

Attachment No. 1 - City of Maywood Signalized Intersection Locations table

Attachment No. 2 - Siemens Industry, Inc. Agreement August 14, 2019

ATTACHMENT NO. 1

CITY OF MAYWOOD SIGNAL/INTERSECTION LOCATIONS

<u>No.</u>	<u>Cross-Street</u>	<u>And</u>	<u>Cross-Street</u>
1	Atlantic Boulevard	And	55 th Street
2	Atlantic Boulevard	And	57 th Street
3	Atlantic Boulevard	And	58 th Street
4	Atlantic Boulevard	And	Slauson Avenue
5	Atlantic Boulevard	And	60 th Street
6	Atlantic Boulevard	And	61 st Street
7	Atlantic Boulevard	And	Randolph Street
8	Slauson Avenue	And	Downey Avenue
9	Slauson Avenue	And	Maywood Avenue
10	Slauson Avenue	And	Everett Avenue
11	Slauson Avenue	And	Loma Vista Avenue
12	Slauson Avenue	And	Carmelita Avenue
13	Slauson Avenue	And	Corona Avenue
14	Slauson Avenue	And	Gifford Avenue
15	Slauson Avenue	And	Fishburn Avenue
16	Slauson Avenue	And	Pine Avenue
17	Slauson Avenue	And	King Avenue
18	Slauson Avenue	And	Mayflower Avenue
19	Slauson Avenue	And	Heliotrope Avenue
20	Slauson Avenue	And	Woodlawn Avenue
21	Slauson Avenue	And	Alamo Avenue

ATTACHMENT NO. 2

MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement ("Agreement") is dated **August 14, 2019** ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and **Siemens Industry, Inc.** ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to perform **Traffic Signal and Streetlight Maintenance Services**.

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

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

The Parties therefore agree as follows:

1. Contractor's Services.

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

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

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

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

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

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

G. Prevailing Wage. In accordance with Labor Code Section 1770 et seq., the services to be provided by the Contractor is a "public work" and thus required to pay and comply with the prevailing wage requirements of the California Labor Code.

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through October 31, 2019, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement, an amount not to exceed Thirty Thousand Dollars (\$30,000) as more particularly described in Exhibit B ("Consideration"). Said Consideration shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, Contractors and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than \$30,000 (which includes expenses and additional services (if any) during the term of this Agreement.

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

4. Method of Payment.

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

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

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

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

6. Information and Documents.

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

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

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

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

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

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

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City

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

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

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

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

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

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

9. Insurance.

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

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

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

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or

such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

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

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

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

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

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

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

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original

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

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

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

10. Mutual Cooperation.

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

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

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

12. Termination of Agreement.

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

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

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

14. Default.

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

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

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

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

If to Contractor:
Siemens Industry Inc.

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

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

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

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall

be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, subcontractors and agents.

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Maywood,
a California municipal corporation

Contractor:

Siemens Industry Inc.

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

1. SERVICES TO BE PROVIDED. Contractor shall provide maintenance and repair services of the City's 21 traffic signal intersections on a routine basis. Service for signs and streetlights to be provided on an as needed basis. Contractor's Scope of Services ("Services") are to include:

A. Monthly inspection and testing of controller, actuation system (traffic loops or other traffic sensing system), indicator lamps (standard and Light Emitting Diode), reflectors, pedestrian signals, and pushbuttons. Contractor shall test all components through at least three cycles during each monthly testing period. At least one inspection cycle per 90-day period shall be done at night and shall include illuminated street name signs, street and safety lighting.

B. Monthly inspection, cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains, and removal of any graffiti, stickers or other non-official markings on the exterior of the controller cabinet. Exterior of cabinet shall be repainted in original colors, if appropriate, to remove markings.

C. Quarterly cleaning and inspection of all indicator lamps, cleaning of hoods, targets, lenses and reflectors as needed, and verification of focus and aim of individual indicators and signal head assembly. Contractor shall thoroughly clean, inspect and polish each lamp and reflector at each intersection a minimum of once per calendar year and replacement of failed lamps. Contractor shall document date and time of annual cleaning and polishing.

D. Replacement of any failed lamp as identified during inspection or within one business day of notification if two or more lamps remain operating in the direction of travel; if less than two lamps are operating, Contractor shall respond within 24-hours of notification.

E. Repair or replacement of any failed critical system component as identified during inspection or within 2-hours of notification of Contractor by City.

F. Maintain a record of all inspections on a report to be kept in each controller cabinet in a format acceptable to the City Engineer.

G. Provide a monthly report to the city of all inspections including corrective actions taken at each traffic signal.

2. FREQUENCY AND QUANTITY OF SERVICE. The City currently has 21 traffic signals located at various intersections throughout the City. Contractor shall place each signal on an inspection schedule to ensure that each signal is inspected once every 90 days.

3. OTHER TERMS OF SCOPE OF SERVICES. In providing the Scope of Services, Contractor shall adhere to the following provisions:

A. CONTRACTOR TO PROVIDE. Contractor shall furnish all necessary personnel, vehicles, equipment, supplies and tools needed in support of the scope of services set forth herein.

B. VEHICLE CONDITIONS. All vehicles and equipment used on conjunction with the services shall be kept in a clean and well maintained condition while operating within the city. Contractor shall ensure that each vehicle is inspected daily for safety related items, and that a record of the vehicle inspection shall be kept with the vehicle at all times the vehicle is operating within the city. City shall have the right to review vehicle inspection records at any time that the vehicle is operating within the City limits, upon verbal request of the operator of the vehicle by City representative. Failure to maintain vehicles in a clean and safe condition or the refusal to produce said vehicle inspections will be formally documented by the City subject to further administrative action by the City, up to and including termination of any purchase order, contract or agreement between the Contractor and the City.

C. AIR QUALITY REQUIREMENTS. Contractor shall meet all applicable local, state and Federal air quality laws, rules and regulations including but not limited to those promulgated by the SCAQMD at the time of award.

D. COURTEOUS OPERATION. Contractor shall perform all traffic signal maintenance operations in a manner that causes a minimum inconvenience to the residents and businesses within the city. The Contractor shall ensure that traffic signal maintenance staff conduct their activities in a professional and courteous manner. Contractor shall formally investigate any complaints received by the City in a prompt and expedient manner, and shall provide a written report to the City regarding the resolution of said complaint within seven business days from the date the complaint is forwarded to Contractor. Contractor shall ensure that equipment and vehicles do not create unnecessary noise or dust during routine operations, and shall be sensitive to performing traffic signal maintenance operations in residential areas prior to 7:00 AM.

E. CLAIMS FOR DAMAGES. Contractor shall promptly investigate any and all reports of damage to private vehicles or property resulting from Contractor's activities within the City, and address said claims in a prompt and expedient manner. Contractor

shall provide a written report to the City regarding the findings and probable resolution of said claims within seven business days from the date the claim is made to either directly to the Contractor or forwarded from the City to the Contractor.

F. . COMPLIANCE WITH WASTE DIVERSION AND RECYCLING. Contractor shall be responsible for the disposal of all material in performing its services in accordance with all applicable laws.

G.. ACCIDENTS REPORTS. Contractor shall provide a copy of any and all accidents involving Contractor's vehicles, personnel and equipment while operating within the City, to the City within seven days from the date of the accident. Said report shall include the date and time of the accident, and a copy of any law enforcement reports resulting from the accident.

H. QUALITY OF WORK. Contractor shall ensure that all traffic signal maintenance shall be done to the highest standards of workmanship. Components and lamps used for replacement shall provide the highest value to the city in terms of life cycle in order to minimize repetitive failures. Contractor shall secure appropriate standard-manufacturer warranties on all components and materials purchased for and used within City traffic signals. Said warranties shall be the longest practical without incurring additional costs for components. Contractor shall vigorously pursue warranty claims in order to ensure minimum cost to the city in the event of component failures and shall apply any credits received for warranted defects as credits against Contractor's costs for components to the City. City reserves the right to review product warranties and technical specifications of all components provided by Contractor prior to reimbursement to Contractor.

EXHIBIT B
COMPENSATION

For the Scope of Services set forth in Exhibit A, City shall pay Contractor as follows:

TO BE FURTHER REVISED

PREVENTIVE MAINTENANCE AND BUSINESS HOURS WORK

1. Monthly inspection and testing of controller, actuation system (traffic loops or other traffic sensing system), indicator lamps (standard and Light Emitting Diode), reflectors, pedestrian signals, and pushbuttons. Contractor shall test all components through at least three cycles during each monthly testing period. At least one inspection cycle per 90-day period shall be done at night and shall include illuminated street name signs, street and safety lighting.

MONTHLY COST PER INTERSECTION: \$ _____

MONTHLY COST FOR 21 INTERSECTIONS: \$ _____

2. Monthly inspection, cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains, and removal of any graffiti, stickers or other non-official markings on the exterior of the controller cabinet. Exterior of cabinet shall be repainted in original colors, if appropriate, to remove markings.

MONTHLY COST PER INTERSECTION: \$ _____

3. Quarterly cleaning and inspection of all indicator lamps, camera/photo sensors, cleaning of hoods, targets, lenses and reflectors as needed, and verification of focus and aim of individual indicators and signal head assembly. Contractor shall thoroughly clean, inspect and polish each lamp and reflector at each intersection a minimum of once per calendar year and replacement of failed lamps. Contractor shall document date and time of annual cleaning and polishing.

MONTHLY COST PER INTERSECTION: \$ _____

4. Replacement of any failed indicator lamp as identified during inspection or within one business day of notification if two or more indicator lamps remain operating in the direction of travel: if less than two indicator lamps are operating, Contractor shall respond within 24 - hours of notification.

COST PER LAMP REPLACEMENT INCLUDING
MATERIALS AND SUPPLIES PERFORMED
DURING MONTHLY OR QUARTERLY INSPECTION: \$ _____

**COST PER LAMP REPLACEMENT,
EMERGENCY RESPONSE:**

\$ _____

5. Repair or replacement of any failed critical system component as identified during inspection or within 2-hours of notification of Contractor by City. Minimum 1-hour to be charged upon arrival at intersection. Materials and components shall be priced on actual cost plus applicable sales taxes and delivery charges. Contractor shall be allowed a 10% mark-up on the total cost of component. Contractor shall submit copies of receipts for all materials and components with invoice.

**FULLY BURDENED LABOR RATE PER
HOUR NORMAL HOURS:**

\$ _____ / hour.

**FULLY BURDENED LABOR RATE PER
HOUR, EMERGENCY RESPONSE:**

\$ _____ / hour.

6. Repairs or replacement of streetlights or components, illuminated street-name signs and other lighting replacement as identified by the City. Materials and components shall be priced on actual cost plus applicable sales taxes and delivery charges. Contractor shall be allowed a 10% mark-up on the total cost of component. Contractor shall submit copies of receipts for all materials and components with invoice. The City owns and maintains a total of 550 Verdeon C-Series model LED streetlights/luminaires.

FULLY BURDENED LABOR RATE PER HOUR: \$ _____/hour.

7. Underground Service Alert – USA PER USA \$ _____/each
(Dig Alert Service)

PERSONNEL PROVIDING SERVICES

List the position titles and responsibilities of personnel that will be providing services, emergency response services and after hour services to the City per this RFP.

PERSONNEL

Position	Hourly Straight Time / Hourly Overtime
Title: _____	\$ _____ / \$ _____
Description: _____	

Title: _____	\$ _____ / \$ _____
Description: _____	

Title: _____ \$ _____ /\$ _____
Description: _____

Title: _____ \$ _____ /\$ _____
Description: _____

Title: _____ \$ _____ /\$ _____
Description: _____

Title: _____ \$ _____ /\$ _____
Description: _____

EMERGENCY RESPONSE AND AFTER HOUR SERVICES (6PM – 6AM)

VEHICLES AND EQUIPMENT

The vehicles and equipment listed hereon may not accurately reflect the rolling stock used by your firm. For those vehicle and equipment that are not used by your firm, cross out and mark as "N/A" to indicate that the vehicle or equipment is not available or necessary for the emergency response services requested in this RFP.

Personnel Vehicle	\$ _____ Per hour
Pickup Truck	\$ _____ Per hour
Service Truck	\$ _____ Per hour
Service/Ladder Truck	\$ _____ Per hour
Boom/Ladder Truck	\$ _____ Per hour
Crane Truck	\$ _____ Per hour
Altec/Tesla Truck	\$ _____ Per hour
Concrete Saw	\$ _____ Per hour
_____	\$ _____ Per hour
_____	\$ _____ Per hour
_____	\$ _____ Per hour
_____	\$ _____ Per hour
_____	\$ _____ Per hour
_____	\$ _____ Per hour
_____	\$ _____ Per hour

MATERIAL MARK-UP

Material mark-up will not exceed _____% of supplier's invoice price (cost) that will be furnished to the City in any cost proposal for emergency response work.

EXHIBIT C
CITY OF MAYWOOD SIGNALIZED INTERSECTION LOCATIONS TABLE

Scope of Services to be performed at the below locations.

<u>No.</u>	<u>Cross-Street</u>	<u>And</u>	<u>Cross-Street</u>
1	Atlantic Boulevard	And	55 th Street
2	Atlantic Boulevard	And	57 th Street
3	Atlantic Boulevard	And	58 th Street
4	Atlantic Boulevard	And	Slauson Avenue
5	Atlantic Boulevard	And	60 th Street
6	Atlantic Boulevard	And	61 st Street
7	Atlantic Boulevard	And	Randolph Street
8	Slauson Avenue	And	Downey Avenue
9	Slauson Avenue	And	Maywood Avenue
10	Slauson Avenue	And	Everett Avenue
11	Slauson Avenue	And	Loma Vista Avenue
12	Slauson Avenue	And	Carmelita Avenue
13	Slauson Avenue	And	Corona Avenue
14	Slauson Avenue	And	Gifford Avenue
15	Slauson Avenue	And	Fishburn Avenue
16	Slauson Avenue	And	Pine Avenue
17	Slauson Avenue	And	King Avenue
18	Slauson Avenue	And	Mayflower Avenue
19	Slauson Avenue	And	Heliotrope Avenue
20	Slauson Avenue	And	Woodlawn Avenue
21	Slauson Avenue	And	Alamo Avenue



AGENDA 8
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: JULY 10, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: *DM* DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: REQUEST TO AUTHORIZE THE TEMPORARY USE OF RIVERFRONT PARK BY SPEAK UP FOR AN EDUCATION AND COMMUNITY INFORMATION FAIR ON SEPTEMBER 14, 2019

RECOMMENDATION

Staff recommends that the City Council considers authorizing the temporary use of Riverfront Park on September 14, 2019 by Speak UP, for an education and community information/resource fair.

FISCAL IMPACT

The fee for a Temporary Use Permit is \$194.00 which will defray actual staff costs incurred by the City.

LEGAL REVIEW

The City Attorney reviewed this report.

BACKGROUND

Speak UP is an organization founded by parents the stated aim of changing the dynamic that education policy is driven by decisions made in Sacramento, and also to improve public education in California. Their strategy is to engage parents

around the issues that are important to them, starting at the most local level, and to bring them together to build a larger community of advocates.

The goal of the fair is to unify parents and students of all district schools, magnet schools, charter schools, special needs centers and other school types in our community.

DISCUSSION

On September 14th, the organizers are planning a special event from 9 AM to 2:30 PM which will include the setting up of educational booths at Riverfront Park to provide the community with information regarding school choices and other available resources as well as a "Peace Walk." The Peace Walk will start from Riverfront Park and travel west on Slauson Avenue to Atlantic Boulevard, then south on Randolph Street, then east to Walker Avenue and then finishing back at the park. Speak UP is expecting 250-500 participants in the special event.

The item before the City Council is for the temporary use of Riverfront Park during the date and times listed above. Discussions with an organizer of the event revealed that the only other assistance being requested of the City is for an electrical connection for amplified sound at the park.

As it relates to the Peace Walk, Chapter 15 of Title 5 of the City's Municipal Code regulates meetings, assemblies and parades in public places. The Peace Walk would fall under the provisions of this Chapter and requires a special event permit because it is an "organized assemblage of seventy-five (75) or more persons at any public place, property or facility which is to gather for a common purpose under the direction or control of a person" and such walk may have an impact on public property and may require the provision of City public services.

Staff has informed the organizers that an application for a special event permit from the City is required. Under the Municipal Code (see, Section 5-15.02), City staff (as a collective of departments) is provided the authority to approve or deny the permit as well as condition the permit to ensure the preservation of public property and protect the safety of persons and property and to control vehicular and pedestrian traffic.

Accordingly, once an application is submitted, the City Manager will review the application along with other members of staff and either approve or deny the application and if approved, place any necessary conditions on the event. No action is taken by the City Council on the special event permit for the assembly/walk unless there is an appeal of the decision.



AGENDA 9
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 14, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER

BY:  DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: CONSIDER THE ADOPTION OF A RESOLUTION GRANTING COMMERCIAL CANNABIS CULTIVATION, MANUFACTURING, RETAIL DISPENSARY, VEHICLE DISPENSARY AND DISTRIBUTION LICENSES FOR PMB GROUP LLC, LOCATED AT 3580 FRUITLAND AVENUE

RECOMMENDATION

Staff recommends that the City Council consider the adoption of a resolution granting Commercial Cannabis Cultivation, Manufacturing, Retail Dispensary, Vehicle Dispensary, and Distribution Licenses for PMB Group, LLC. ("PMB"), located at 3580 Fruitland Avenue; and if granted, authorize staff to issue said license for a period not to exceed one year.

FISCAL IMPACT

There is no fiscal impact associated with the license issuance. However, when operating and based on the local tax measure, the type of cannabis business proposed will generate 10% of their gross receipts for the general fund.

LEGAL REVIEW

The City Attorney has reviewed this staff report.

BACKGROUND

On February 22, 2017, the Maywood City Council approved a fee schedule and reviewed an evaluation procedure for commercial cannabis license applications. This was accomplished pursuant to Maywood ordinance 16-03 titled "Code Amendment Permitting Marijuana Businesses in Certain Zones of the City." In order to provide a robust framework for the evaluation and licensing of cannabis businesses, fees must be collected to defray the staff and consultant resources expended to support said regulatory framework. Currently, Maywood ordinance 18-12 governs the issuance of commercial cannabis licenses.

To provide expert evaluation, City staff is working with HdL Companies ("HdL"), a consultant who provided a fee study and licensing procedure. HdL has established a specialized division with expert staff that have been working closely with the Department of Consumer Affairs, Department of Food and Agriculture, Department of Public Health and the State Board of Equalization in the implementation of the Adult Use of Marijuana Act (AUMA) and the Medical and Adult Use of Cannabis Regulation and Safety Act (MAUCRSA). In addition, they have partnered with the League of California Cities, CSAC, and the Police Chiefs Association to develop policy and regulatory strategies to manage the Cannabis Industry in California. They also offer the resources and expertise to assist cities and counties with the design and implementation of all aspects of their regulatory and taxation policies and programs.

On July 10, 2019, the City Council considered the license award but a motion to approve failed to garner a second and was thus continued.

On July 24, 2019, the City Council once again considered the license award but a motion to approve failed to garner a second and was thus continued to tonight's meeting.

DISCUSSION

As required by the City's application and evaluation procedures there are four phases to evaluating a license application. Phase 2 requires an "initial rating" of an application based on a point scale that rates the application on the following criteria: location of business, business plan, neighborhood compatibility and safety and security plan. If the applicant receives a minimum score of 80%, the application moves on to Phase 3 for a second rating. Phase 3 requires an evaluation on additional criteria (which is listed below) and a minimum 80% overall score is required.

After the completion of the Phase 3 evaluation and prior to the final review and evaluation, the City reserves the right to request and obtain additional information from any candidate who submitted an application. Upon the completion of the

final review process, the final score is tabulated and a minimum 80% overall score is required.

The City Council reserves the right to award any or no licenses. All Applicants which are being recommended by Staff for consideration to the City Council are asked to attend the City Council meeting to provide a public presentation before the Mayor and City Council introducing their team and providing an overview of their proposal.

It should be noted that being awarded a Commercial Cannabis license does not constitute a land use entitlement and does not waive or remove the requirements of applying for and receiving permits for all construction including electrical, plumbing, fire, planning permits or reviews, and any other permits, licenses, or reviews as may be necessary by the relevant departments or governmental entities in charge of said permits.

As scored by HdL and evaluated by staff, the PMB application for Commercial Cannabis Cultivation, Manufacturing, Retail Dispensary, Vehicle Dispensary, and Distribution Licenses located at 3580 Fruitland Avenue received a composite score as follows in Phase 2 and Phase 3 of the process:

Category	(Phase 2)	Points Given	Points Allowed	Percentage
Proposed Location		182	200	91%
Business Plan		320	400	80%
Neighborhood Compatibility		240	300	80%
Safety & Security		220	300	73%
Air Quality Plan		73	100	73%
Labor & Employment Plan		165	200	83%
Total Points & Average%		1,200	1,500	80%

Category	(Phase 3)	Points Given	Points Allowed	Percentage
Final Location		180	200	90%
Business Plan		275	300	92%
Community Benefits		258	300	86%
Enhanced Product Safety		175	200	88%
Environmental Benefits		170	200	85%
Labor & Employment		175	200	88%
Local Enterprise		180	200	90%
Neighborhood Compatibility		175	200	88%
Qualifications of Principals		258	300	86%
Safety & Security		155	200	78%
Air Quality Plan		155	200	78%
SUB-TOTAL		2156	2500	84%
TOTAL SCORE		3,356	4,000	84%

It is the assessment of staff that all minimum requirements have been met. Furthermore, no evidence has been found to deny the application, per Maywood Municipal Code section 5-45.04 (Grounds for denial), which states that no license shall be granted under this chapter if the applicant:

- Does not qualify for licensure under this ordinance or state law;
- Has made any false or misleading statements during the application;
- Lacks the adequate right to occupy or use the premises as described in the Application.
- Has failed to demonstrate ability to adequately satisfy requirements of this ordinance, based on evidence submitted during the application process.

Therefore, staff recommends that the City Council consider the approval of the application for Commercial Cannabis Cultivation, Manufacturing, Retail Dispensary, Vehicle Dispensary and Distribution licenses for PMB Group LLC, located at 3580 Fruitland Avenue.

ATTACHMENT(S)

Attachment No. 1 – Resolution

ATTACHMENT NO. 1

RESOLUTION NO. 6047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, GRANTING COMMERCIAL CANNABIS CULTIVATION, MANUFACTURING, RETAIL DISPENSARY, VEHICLE DISPENSARY AND DISTRIBUTION LICENSES FOR PMB GROUP LLC, LOCATED AT 3580 FRUITLAND AVENUE

THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

WHEREAS, On February 22, 2017, the Maywood City Council approved a fee schedule and an application and evaluation procedure for commercial cannabis license applications pursuant to Maywood ordinance 16-03 titled "Code Amendment Permitting Marijuana Businesses in Certain Zones of the City;"

WHEREAS, PMB Group LLC, has been issued a conditional use permit for commercial cannabis cultivation, manufacturing, retail dispensary, vehicle delivery and distribution for the property located at 3580 Fruitland Avenue and has applied for a commercial cannabis license for cultivation, manufacturing, retail dispensary, vehicle dispensing and distribution;

WHEREAS, City staff worked with HdL Companies ("HdL"), a consultant who provided expert evaluation of PMB Group LLC's license application;

WHEREAS, Prior to the final review and evaluation, the City reserves the right to request and obtain additional information from any candidate who submitted an application. Upon the completion of the final review process, the final score is tabulated and a minimum 80% overall score is required;

WHEREAS, Staff presented to the City Council the final rating for PMB Group LLC along with their recommendation in which the City Council may award a license pursuant to MMC Section 5-45.02;

WHEREAS, Based on the application and evaluation process as scored by HdL and evaluated by staff, the PMB Group LLC application for Commercial Cannabis Cultivation, Manufacturing, Retail Dispensary, Vehicle Dispensary and Distribution licenses at 3580 Fruitland Avenue received a composite score as follows:

Category (Phase 2)	Points Given	Points Allowed	Percentage
Proposed Location of Business	182	200	91%
Business Plan	320	400	80%
Neighborhood Compatibility Plan	240	300	80%
Safety & Security	220	300	73%
Air Quality Plan	73	100	73%
Labor & Employment Plan	165	200	83%
Total Points & Percentage Avg.	1,200	1,500	80%

Category (Phase 3)	Points Given	Points Allowed	Percentage
Final Location	180	200	90%
Business Plan	275	300	92%
Community Benefits	258	300	86%
Enhanced Product Safety	175	200	88%
Environmental Benefits	170	200	85%
Labor & Employment	175	200	88%
Local Enterprise	180	200	90%
Neighborhood Compatibility Plan	175	200	88%
Qualifications of Principals	258	300	86%
Safety & Security	155	200	78%
Air Quality Plan	155	200	78%
SUB-TOTAL	2156	2500	84%
TOTAL SCORE (PHASE 2 & 3)	3,356	4,000	84%

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

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

Section 2. Based on the entire record before the City Council, including all written and oral evidence including the staff report, and pursuant Section 5-45.04 of the Maywood Municipal Code, the City Council finds as follows: (i) the applicant qualifies for licensure under the provisions of the Maywood Municipal Code; (ii) the applicant has not made any false or misleading statements during the application process; (iii) the applicant has paid the fees associated with its application; (iv) the applicant has the right to occupy or use the premises as described in the application; and (v) the applicant has demonstrated the ability to adequately satisfy the requirements of Ordinance 18-02, based on evidence submitted during the application process.

Section 3. The City Council hereby grants Commercial Cannabis Cultivation, Manufacturing, Retail Dispensary, Vehicle Dispensary and Distribution Licenses to PMB Group LLC for a term not to exceed one year from the date this Resolution is adopted.

Section 4. PMB Group LLC shall comply with all applicable provisions related to the operation of a Commercial Cannabis Cultivation, Manufacturing, Retail Dispensary, Vehicle Dispensary and Distribution facility as set forth in Ordinance No. 18-12.

Section 5. The City Clerk will certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of August, 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 was adopted at a regular meeting of the City Council of the City of Maywood held on the 14th day of August, 2019 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Gerardo Mayagoitia, City Clerk



Public Hearing

AGENDA 1
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 14, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: *DM* DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING CHAPTER 45 OF THE MAYWOOD MUNICIPAL CODE AND THE ZONING ORDINANCE TO PROHIBIT THE COMMERCIAL CULTIVATION, DISPENSING, MANUFACTURE, DISTRIBUTION, AND TESTING OF CANNABIS WITHIN CITY LIMITS, EXCEPT FOR LEGAL NONCONFORMING USES, AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

STAFF RECOMMENDATION

Staff recommends that the City Council consider the adoption of Ordinance No. 19-03 and waive full reading of the ordinance and introduce the ordinance by title only as follows: An Ordinance of the City of Maywood Amending Chapter 45 of the Maywood Municipal Code and the Zoning Ordinance to Prohibit the Commercial Cultivation, Dispensing, Manufacture, Distribution and Testing of Cannabis, Except for Legal Nonconforming Uses, Citywide, and Making a Finding of Exemption under the California Environmental Quality Act.

FISCAL IMPACT

There is no fiscal impact associated with the approval of this ordinance.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

On December 28, 2016, the Maywood City Council approved Ordinance No. 16-03, allowing commercial cannabis businesses in the Commercial ("C"), Commercial Manufacturing ("CM") and Manufacturing ("M") zones, subject to approval of a license and Planning Commission approval of a Conditional Use Permit. The following commercial cannabis activities were allowed:

- (1) Cultivation;
- (2) Distribution;
- (3) Dispensary; and
- (4) Product manufacturing/Processing.

Cannabis regulations were subsequently revised in 2017 and 2018. To date, a total of twelve commercial cannabis businesses have been approved in the City. Recently, the Planning Commission has expressed concern about such businesses being located too close to residential uses. Potential adverse impacts such as increased traffic, noise and odor have been cited.

The Planning Commission has also cited a perceived overconcentration of cannabis businesses in the City as a cause for concern. According to the State of California Bureau of Cannabis Control website, Maywood does have a significantly greater concentration of licensed cannabis businesses per square mile, in comparison to local communities who permit cannabis businesses.

Local Communities	Maywood	Lynwood*	Huntington Park	Bellflower
Number of Licensees	12	13	3	4
Land Area	1.1 mi.²	4.8 mi.²	3.0 mi.²	6.2 mi.²
State Licensed Facilities per mi.²	10.9	2.7	1	.6

*No retail permitted

In response to these concerns, the proposed ordinance provides that all commercial cannabis businesses are expressly prohibited in all zones and all specific plan areas of the City. Only those businesses with a valid commercial cannabis license and a valid Conditional Use Permit issued prior to the effective date of the ordinance will be permitted to continue operation as legal

nonconforming uses. Renewals of licenses for those businesses will be permitted. Currently there are six pending applications for cannabis licenses.

DISCUSSION

At the June 18, 2019 Planning Commission public hearing, the Commission reviewed an earlier version of an ordinance prohibiting all cannabis activities for which a State license is required pursuant to State cannabis laws.

The Commission adopted a resolution recommending the City Council adopt the proposed ordinance with the following suggested amendments to the ordinance:

1. Section 5-45.06(e) *Approval and License* states that "The license shall be valid for a term of one year unless another term is specified." The Commission suggested the amended to provision to read "The license shall be valid for a term of one year." This is intended to prevent the granting of licenses for periods greater than one year.
2. Section 5-45.09 *Transfer* provides a procedure for a legal transfer of Maywood cannabis business licenses. The Commission suggested that all transfers should be prohibited. Thus section 5-45.09(a-f) should be replaced with:
 - The owner of a cannabis business permit shall not transfer ownership or control of the license to another person or entity.

Staff, however, recommended keeping subsection 5-45.09(f) which reads "*Any attempt to transfer a commercial cannabis business license either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the license, subject to an appeal to the City Council.*"

On June 26, 2019, the City Council held a discussion regarding the proposed ordinance and as well as the Commission's recommendations. The purpose of the discussion was not to introduce the ordinance but for staff to receive additional input. The direction provided to staff was as follows:

- Revise the language regarding the term of the permit as suggested by the Commission.
- Revise the provision regarding transfers and not allow for the transfer of licenses.
- Keep language regarding transfers as suggested by staff.
- Revise the ordinance so that only those with a valid conditional use permit and license as of the Effective Date of the ordinance become legal nonconforming uses.

In addition, the newly revised ordinance includes the following revisions or additional with regard to Chapter 5-45 which pertains to regulatory cannabis licenses as follows:

- Section 5-45.02 prohibits the issuance of new commercial cannabis licenses as of the effective date of the ordinance.
- Sections 5-45.04, 5-45.05 and 5-45.06 sets forth the process for the renewal of cannabis licenses including the application procedures, the criteria for approval and the timeframe in which the renewal application once completed must be processed.
- Additional language was added to Section 5-45.05 regarding grounds for denial. The language also references as grounds for denial "good cause" which was existed in the City's current ordinance. The language regarding denial based on public peace, safety, welfare was removed because it was duplicative of the "good cause" provision. The continuous operation provision was deleted by the City Attorney.
- Section 5-45.07 (operation requirements) was revised to require a licensee inform the City if the licensee, its owners or employees have been charged with a crime, if their state permit was revoked or suspended or any other local license or permit or if there has been a civil penalty or judgement issued against the licensee. In addition, the licensee is required to notify the City Manager and Sheriff's if it is discovered that there is a discrepancy in their inventory, any theft, loss or other criminal activity regarding their operations and if they become aware or suspect any breach of security.
- The transfer provision in Section 5-45.09 has been made clear that it is for one year.
- The language regarding suspension and revocation of licenses has been revised and Sections 5-45.11 and 5-45.12 provide more detail and is more robust than the City's original language carried over from Ordinance 18-12.
- A new section 5-45.14 was added to require the licensees to maintain their records in the time period required by law and report to the City Manager any loss, damage or destruction of those records.
- A new section 5-45.25 was added regarding "site management." This section requires the licensee to abate any conditions at the property that constitute a nuisance. It also requires the licensee to ensure that the premises including the parking lot and landscaped areas are kept clean and that graffiti is removed. While these are items that are included as conditions for conditional use permits, they were included as part of the regulatory license standards so it can be addressed as part of the annual

review.

- A new section 5-45.19 was added to allow the City Manager to adopt procedures and regulations governing the renewal of licenses and the ongoing operation of cannabis businesses. This will allow the City Manager to address the concerns raised regarding inspections and code enforcement activity by both the Commission and the City Council.

As it relates to the zoning aspects, the revised ordinance also moved the express prohibition language against new cannabis businesses from Chapter 5-45 to Appendix C of the Zoning Code. The previous ordinance reviewed by the Planning Commission revised Appendix A-1 of the Zoning Code to ensure that the commercial cannabis activity was listed as a prohibited use. The proposed ordinance keeps this language carries this over to Appendix C of the Zoning Ordinance, which contains the provisions for all conditionally permitted uses.

Section 8 of the proposed Ordinance sets forth the previous language prohibiting new cannabis uses in a new Section 15.1 and Section 15.2. This will be added as a precursor to the section regarding commercial cannabis uses in Appendix C to make clear that beginning on the effective date of the ordinance, commercial cannabis activity is prohibited in all zones and specific plan areas of the City. As such, those such uses are now nonconforming uses as defined in Section 2020.140 of the MMC. In addition, Section 15.2 provides that only persons with a valid license and valid conditional use permit issued prior to the effective date of the ordinance shall be allowed to continue their use provided that the license is renewed yearly.

On July 30, 2019, the Planning Commission held a public hearing to review the attached ordinance and voted 5-0 to recommend approval. No further revisions were proposed.

NOTICE

The notice of public hearing was posted in the Wave newspaper and posted in two locations as well as on the City website on August 1, 2019.

ENVIRONMENTAL ASSESSMENT

The actions contemplated by the proposed ordinance are exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) Title 14 of the California Code of Regulations, in that the amendment does not have the potential for causing a significant effect on the environment.

ATTACHMENT(S)

Attachment No. 1 - Proposed Ordinance 19-03

ATTACHMENT NO. 1

ORDINANCE NO. 19-03

AN ORDINANCE OF THE CITY OF MAYWOOD AMENDING CHAPTER 45 OF THE MAYWOOD MUNICIPAL CODE AND THE ZONING ORDINANCE TO PROHIBIT THE COMMERCIAL CULTIVATION, DISPENSING, MANUFACTURE, DISTRIBUTION AND TESTING OF CANNABIS, EXCEPT FOR LEGAL NONCONFORMING USES, CITYWIDE, AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

SECTION 1. Section 5-45.01 through 5-45.12 of Chapter 45 of Title 5 of the Maywood Municipal Code are repealed and replaced in their entirety as follows:

"5-45.01 Definitions.

- (a) "Applicant" means the owner or owners of a proposed facility, including all persons or entities having ownership interest other than a security interest, lien, or encumbrance on property that will be used by the facility, who is applying for a license pursuant to this Chapter. If the applicant is an entity, "owner" includes within the entity each person participating in the direction, control, or management of, or having a financial interest in, the proposed facility. If the applicant is a publicly traded company, "owner" means the chief executive officer or any person or entity with an aggregate ownership interest of 5 percent or more.
- (b) "Building Official" means the Director of the Department of Building and Planning, or designee.
- (c) "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.
- (d) "Cannabis brick-and-mortar dispensing" means commercial cannabis activity involving the retail sale of cannabis or marijuana to qualified patients, primary caregivers, or customers within a licensed premises.
- (e) "Cannabis cultivation" means commercial cannabis activity involving the propagation, cutting, planting, growing, harvesting, drying, curing, grading, or trimming of cannabis or marijuana.
- (f) "Cannabis distribution" means commercial cannabis activity involving the procurement, sale, or transport of cannabis or marijuana between persons engaged in commercial cannabis activity.
- (g) "Cannabis manufacturing" means commercial cannabis activity where cannabis or marijuana products are produced, prepared, propagated, or compounded, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.

(h) "Cannabis microbusiness" means a licensee who engages in at least three of the following five commercial cannabis activities in accordance to State law: cannabis brick-and-mortar dispensing, cannabis cultivation, cannabis distribution, cannabis manufacturing, or cannabis vehicle dispensing.

(i) "Cannabis testing" means commercial cannabis activity involving the performance of tests on cannabis or marijuana pursuant to a valid certificate of accreditation.

(j) "Cannabis vehicle dispensing" means commercial cannabis activity involving the retail sale of cannabis or marijuana to qualified patients, primary caregivers, or customers where a vehicle is used to convey the cannabis or marijuana from a licensed premises to the qualified patient, primary caregiver, or customer. The licensed facility shall not be open to the public.

(k) "Commercial cannabis activity" means any cultivation, possession, manufacture, processing, storing, testing, labeling, transporting, delivering, distribution, or sale of cannabis or marijuana within the City that may be permitted by the City under the State cannabis laws.

(l) "Enclosed locked structure" means a structure that:

- (1) does not allow for the visibility of the interior from the outside;
- (2) is secured with a lock;
- (3) is completely surrounded on all sides by a wall or other barrier; and
- (4) is roofed or otherwise secured from entry. Enclosed locked structures may include greenhouses and accessory buildings. All enclosed locked structures shall comply with the city building code, fire code, and all other applicable laws.

(m) "Fire Chief" means the Chief of the Los Angeles County Fire Department, or designee.

(n) "Good cause" means:

(1) The licensee has violated any of the terms, conditions or provisions of this chapter, of state law, of any regulations and rules promulgated pursuant to state law, any applicable local rules and regulations, or any special terms or conditions placed upon its state license, City license or conditional use permit;

(2) The licensed premises have been operated in a manner that adversely affects the public health, safety or welfare or the safety of the City or the immediate neighborhood in which the establishment is located;

(3) The licensee has knowingly made false or misleading statements, misrepresentations or material omissions on an application form, renewal form, or any other document submitted to the City;

(4) The licensee, or any of owner or persons with a financial interest in the cannabis business, has been convicted of any crime set forth in Business and Professions Code section 26057(b)(4), Fish and Game Code sections 12025 or 12025.1, Penal Code section 186.22 or any other offense which is substantially related to the qualifications, functions, or duties of the cannabis business for which application is made. In determining whether such offense is "substantially related," the City Manager shall consult with the City Attorney and thereafter apply the analysis set forth in section 5017 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

- (5) The licensee fails to allow inspection of the security recordings, activity logs, or business records of the licensed premises by the city officials; or
- (6) The licensee operated a commercial cannabis business in violation of this chapter; or
- (7) The licensee has failed to pay any fees or taxes associated with the conduct of commercial cannabis activity.
- (o) "License" means a document issued under this chapter, specifically authorizing a person to engage in commercial cannabis activity pursuant to the terms and conditions of this chapter and the conditions of approval for the license and may also be referred to as a "Commercial Cannabis Business Permit".
- (p) "Licensed premises" means premises to which a valid license issued under this chapter applies. A "licensed premises" is only one premises.
- (q) "Licensee" means a person holding a license issued under this chapter.
- (r) "Live plants" means living cannabis or marijuana flowers and plants, including seeds, immature plants, and vegetative stage plants.
- (s) "Outdoors" means any location within the city that is not within an enclosed locked structure.
- (t) "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number, who is an Applicant for a License under this Chapter.
- (u) "Police Chief" means the Chief of the Los Angeles County Sheriff's Department, or designee.
- (v) "Premises" means a single parcel of land or any portion thereof, whether vacant or occupied by a building, group of buildings, or accessory buildings, and includes the buildings, structures, yards, open spaces, lot width, and lot area where commercial cannabis activity is or will be conducted.
- (w) "Processing room" means a room used for the propagation, cutting, drying, curing, grading, and storage of cannabis or marijuana.
- (x) "State cannabis laws" means Section 11362.5 of the Health and Safety Code, Article 2.5 of Chapter 6 of Division 10 of the Health and Safety Code, Chapter 3.5 of Division 8 of the Business and Professions Code, or Division 10 of the Business and Professions Code, as those laws may be amended from time to time.
- (y) "Total canopy size" means the aggregate area of vegetative growth of live plants within a licensed premises.
- (z) "Vehicle" means a device by which any person or property may be propelled, moved, or drawn upon a street, sidewalk or waterway, including but not limited to a device moved exclusively by human power. A "vehicle" is not a location.

"5-45.02 Prohibition of New Licenses.

Commercial cannabis activity is expressly prohibited in all zones and all specific plan areas. Beginning on the effective date of Ordinance No. 19-03 adopting this Chapter ("Effective Date"), the City shall not issue any new commercial cannabis licenses, as that term is defined in Section 5-45.01. Renewals of commercial cannabis licenses issued as of the Effective Date shall be processed in accordance with this Chapter 5-45.

5-45.03 Exception for Nonconforming uses

(a) A person with a valid license and valid conditional use permit, both of which were issued prior to the Effective Date, may continue to engage in commercial cannabis activity within the City of Maywood in accordance and compliance with the provisions of this Chapter, the Maywood Municipal Code Zoning Ordinance and state law. As set forth in Maywood Municipal Code Zoning Ordinance and Appendix C, such commercial cannabis activity shall be considered a nonconforming use as defined by Section 2020.140 of the Maywood Municipal Code Zoning Ordinance.

(b) Licensees with a license issued prior to the Effective Date may continue to engage in such activity provided that:

(1) The person obtains a renewed license in the manner prescribed by this chapter prior to the expiration of the license under which the commercial cannabis activity is authorized as of the Effective Date; and

(2) The person does not have any uncured violations of the Maywood Municipal Code as of the date the application for license renewal is submitted.

5-45.04 Renewal of Previously Issued License

(a) The Licensee shall file an application for renewal of a commercial cannabis license at least sixty (60) calendar days prior to the expiration date of a valid, current commercial cannabis license. The application shall be on the form approved by the City Manager and shall include, but not be limited to, the following:

(1) The applicant shall provide a list of all owners and managers. All owners and managers shall submit to a complete criminal background check administered by the City. All background check fees shall be paid by the applicant.

(2) The applicant shall provide the name and address, and a copy of a valid State driver's license or identification card for all employees, including contractors and volunteers, who are involved in commercial cannabis activities in the facility.

(3) The applicant shall pay a license renewal fee, set by the City Council by Resolution, in an amount sufficient to recover any past, present or future costs incurred by the City in the course of investigating the renewal application including consultant fees incurred for facility inspections, and financial audits.

(b) The Building Official shall cause investigations to be made by the Chief of Police, Fire Chief and Building Official to verify the information contained in the renewal application and the original application on file with the City. The Building official shall also ascertain whether or not the applicants have been convicted of or plead guilty or no-contest to: (i) a felony or misdemeanor involving the illegal possession,

for sale, sale, manufacture, transportation, or cultivation of a controlled substance within the past four (4) years, (ii) a violation of a city, county, or city and county law for unlicensed commercial cannabis activity within the past three (3) years, or (iii) any crime involving theft, embezzlement, or moral turpitude. The Building Official shall also cause to investigate and report as to compliance with building and fire regulations.

(c) Nothing in this section is intended to limit the City Manager or Building Official's ability to request additional information deems necessary or relevant to determining an applicant's suitability for renewal of a license. An application shall provide any additional information requested by the City no later than seven days after the request, unless otherwise specified by the City.

5-45.05 Grounds for Denial; One Year Term

(a) Once the renewal application is deemed complete by the Building Official, the application and the recommendation by the Building Official shall be forwarded to the City Council for review and decision.

(b) No license shall be renewed under this Chapter if the City Council determines that one or more of the following conditions exist:

Does not qualify for licensure under this chapter or state law;

- (1) The applicant does not qualify for licensure under this Chapter or state law;
- (2) The applicant files the renewal application less than sixty (60) days before its expiration;
- (3) The applicant has made any false or misleading statements during the renewal application;
- (4) The applicant has failed to pay any fees associated with the renewal application;
- (5) The applicant lacks the adequate right to occupy or use the premises as described in the renewal application;
- (6) The Premises is substantially different from that originally submitted and approved by the City;
- (7) The applicant has been denied a license or permit or other authorization to engage in commercial cannabis activity by any state cannabis licensing authority or any local licensing or permitting authority;
- (8) The applicant has failed to demonstrate ability to adequately satisfy requirements of this Chapter, based on evidence submitted during the renewal application process.
- (9) There is good cause, as defined in Section 5-45.02, to deny the renewal application.

(c) The City Council shall notify the applicant in writing whether the license renewal application is approved or denied within 60 days of the completed application. If the City Council denies the license, the notice of denial shall set forth the reasons for denial. Any licensee aggrieved by the decision of the City Council may obtain review of the order within ninety (90) days of notice by filing with the Los Angeles County Superior Court a petition for review pursuant to California Code of Civil Procedure section 1094.5. For purposes of this subsection, notice shall be the date that the decision of the Council is mailed by first-class mail, postage prepaid, with a certificate of mailing.

(d) The license shall be valid for a term of one year. Otherwise, neither a license nor any other provision of the Maywood Municipal Code or action, failure to act, statement, representation, certificate, approval, or permit issued by the City or its departments, or their respective representatives, agents, employees, attorneys or assigns, shall create, confer, or convey any vested or nonconforming right or benefit regarding commercial cannabis activity.

5-45.06 Approval and Issuance.

(a) Based on the information set forth in the application, the Council may impose such terms, conditions, and restrictions upon the operation, management, and conduct of such business, not in conflict with any paramount law, as the Council may deem necessary or expedient to protect the health, safety, or welfare of the City of its inhabitants. Any failure to comply with such terms, conditions or restrictions shall constitute a violation of this chapter.

(b) If the license is renewed, the City Clerk shall issue the license. The City Clerk, in issuing licenses, shall strictly limit such licenses to the terms of the application and such to other terms as the Council may specify.

(c) The license shall provide a unique identifier- including a number or alphanumeric code- specifically designating the business. Such number may be used for any verification of license validity.

(d) The license shall be valid for a term of one year.

(e) As part of the renewal application fee required in section 5-45.04, the city may require the applicant submit a bond or other security (including cash or other assets) in order to cover expected liabilities or risks presented by the application. Such bond or security requirement shall be reasonably related to the probable financial risks presented by the proposed operation.

5-45.07 Operation and Notification Requirements.

(a) It shall be unlawful for any person with a license to operate any commercial cannabis activity to violate any of the following rules and regulations:

(1) All licensees shall comply with state law at all times;

(2) All licensees shall maintain a record system which provides adequate tracking capability, including, but not limited to, a point of sale and a track-and-trace system.

(3) All licensees shall pay any applicable sales tax or other tax obligations under state or local law;

(4) All products shall be secured in a safe and lawful manner, including the use of commercial grade locks, security alarms, and camera systems;

(5) All food product handling or preparation shall comply with applicable California Department of Public Health and County of Los Angeles Public Health Department rules, and regulations.

(6) All licensees shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the

facility, anywhere on adjacent property or public rights-of-way, on or about any exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for common use by tenants or the visiting public, or within any other unit located within the same building as the facility in a manner to constitute a nuisance.

(b) A licensee shall ensure that the City Manager is notified in writing of the criminal conviction of the licensee, owner, or employee or when a licensee, owner, or employee has been charged with a criminal offense. Notice shall either be by mail or electronic mail and shall occur within forty-eight (48) hours of the conviction or charge. The written notification shall include the date of conviction or charge, the court docket number, the name of the court in which the licensee was convicted or charged, and the specific offense(s) for which the licensee was convicted or charged.

(c) A licensee shall ensure that the City Manager is notified in writing of a civil penalty or judgment rendered against the licensee or any owner either by mail or electronic mail, within forty-eight (48) hours of delivery of the verdict or entry of judgment, whichever is earlier. The written notification shall include the date of verdict or entry of judgment, the court docket number, the name of the court in which the matter was adjudicated, and a description of the civil penalty or judgment rendered against the licensee.

(d) A licensee shall ensure that the City Manager is notified in writing of the revocation or suspension of a license or other authorization for a cannabis business issued by a state or local licensing authority within forty-eight (48) hours of receiving notice of the revocation. The written notification shall include the name of the licensing authority involved, a written explanation of the proceeding or enforcement action, and the specific violation(s) that led to revocation or suspension.

(e) A licensee shall notify the City Manager and the Chief of Police within twenty-four (24) hours of discovery of any of the following situations: (i) The licensee discovers a significant discrepancy in its inventory; (ii) The licensee becomes aware of, or has reason to suspect, diversion, theft, loss or any other criminal activity pertaining to the operations of the licensee by any owner, person with a financial interest in the cannabis business, employee, agent or volunteer of the cannabis business or by any third party; or (iii) the licensee becomes aware of, or has reason to suspect, any breach of security. The notification required by this Section shall be in writing and include the date and time of discovery of the occurrence of the theft or loss, the date of the occurrence of the theft or loss and a description of the incident including, when applicable, the items that were taken or lost.

5-45.08 Inspections.

The Building Official or designated officials shall have the right to enter all cannabis businesses from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this chapter. Such inspections shall be limited to observing the licensed premises for purposes of determining whether the commercial cannabis business is being operated or maintained in compliance with this code, state law, and other applicable laws and regulations. Failure to comply shall result in commercial cannabis license revocation.

5-45.09 Transfer

(a) The issued license is not transferable and does not run with the land. Accordingly, the owner of a commercial cannabis business permit may not transfer ownership or control of the license to another person or entity.

(b) Any attempt to transfer a commercial cannabis business license either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a

ground for revocation of the license, subject to an appeal to the City Council.

5-45.10 Confidentiality

(a) The City shall treat all financial information provided pursuant to this chapter as financial data in accordance with the California Open Records Act (Sections 6254 (d), (k), (l), and 6276).

(b) The City shall Maintain information identifying the names, addresses, or social security numbers of qualified patients, ID card holders, disclosing an individual's medical conditions and any treatment prescribed, recommended, or discussed, or disclosed, or the names of their primary caregivers received pursuant to this chapter in a manner that is in compliance with the Confidentiality of Medical Information Act (Civil Code Section 56, et seq.) and shall not be disclosed by any City official except in accordance with the restrictions on disclosure of "individually identifiable medical information" under the Confidentiality of Medical Information Act (Civil Code Section 56, et seq.).

(c) The information required by section 5-45.07, including recordings from security cameras, as well as operating plans and security plans required by section 5- 45.04, shall be confidential and shall not be subject to public inspection or disclosure except to City employees for purposes of law enforcement.

5-45.11 Suspension; Revocation

(a) The City Manager may suspend, modify, further condition or revoke any permit pursuant to the provisions of this Chapter for any of the following reasons:

(1) The licensee or any of its owners, has violated a term or condition of its license issued pursuant to this chapter or a term or condition of a license issued by a state licensing authority.

(2) The licensee, or any of its owners, has violated the Maywood Municipal Code or the laws or regulations of the state.

(3) The licensee failed to pay a fine or administrative penalty when due.

(4) The licensee failed to take reasonable steps, as defined in Section 5808 of Title 16 of the California Code of Regulations, as the same may be amended from time to time, to correct nuisance conditions on the premises, including the immediately adjacent area that is owned, leased, or occupied by the licensee, within a reasonable time after receipt of notice to abate the condition.

(5) The licensee knowingly engaged in the illegal sale, or negotiations for the sale, of controlled substances, as defined in Section 5805 of Title 16 of the California Code of Regulations, upon the premises. Successive sale, or negotiations for sale, over any continuous period of time shall be deemed evidence of permission.

(b) A licensee whose permit has been suspended shall conspicuously display a notice on the exterior of the licensee's premises for the duration of the suspension, and ensure that the notice remains continuously in place for the time specified. The notice shall be in at least twenty-four (24) point type and provide as follows:

NOTICE OF SUSPENSION

THE CANNABIS RETAILER REGULATORY PERMIT ISSUED FOR THIS PREMISES HAS BEEN
SUSPENDED FOR VIOLATION OF THE MAYWOOD MUNICIPAL CODE

- (c) A licensee whose permit has been revoked shall conspicuously display a notice on the exterior of the premises indicating that the permit has been revoked. The notice shall remain continuously on the premises for at least fifteen (15) calendar days. The notice shall be in at least twenty-four (24) point type and provide as follows:

NOTICE OF REVOCATION

THE CANNABIS RETAILER REGULATORY PERMIT ISSUED FOR THIS PREMISES HAS BEEN
REVOKED FOR VIOLATION OF THE MAYWOOD MUNICIPAL CODE

- (d) Action taken by the City Manager with respect to the suspension, modification, or revocation of a cannabis regulatory permit shall be final and conclusive. Any permit aggrieved by the suspension, modification or revocation of a cannabis regulatory permit may obtain review of such decision by appeal to the City Council pursuant to Maywood Zoning Ordinance.

5-45.12 Initiation of Suspension or Revocation.

The City Manager may initiate suspension or revocation proceedings on a licensee by sending written notice to the licensee of the disciplinary action and grounds for the action by certified mail return receipt requested, to the licensee's business address, as set forth in the license. The notice shall inform the licensee of its right to appeal the determination of the City Manager to the City Council by sending written notice of appeal and the grounds for such appeal to the City Clerk no later than ten (10) calendar days after the date in which the notice of suspension or revocation was mailed. Failure to timely appeal shall result in a forfeiture of the right of appeal, and the determination of the City Manager shall be final. The City Council maintains the right to initiate suspension or revocation proceedings on a licensee subject to the same procedures imposed on the City Manager.

SECTION 2. Section 5-45.13 is added to Chapter 45 of Title 5 of the Maywood Municipal Code as follows:

"5-45.13 Violations

- (a) Any commercial cannabis activity conducted contrary to the provisions of this chapter is unlawful and a public nuisance, will be grounds for license revocation, and the city attorney may in the exercise of discretion, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinder thereof, in a manner provided by law.
- (b) The prohibition in Subsection (a), above, includes renting, leasing, or otherwise permitting a person to occupy or use a location, vehicle, or other mode of transportation for the conduct of commercial cannabis activity contrary to the provisions of this chapter.
- (c) Any person violating the provisions of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished in accordance with the provisions of Title 1, Chapter 2 of the Maywood Municipal Code. In addition to the provisions of Title 1, Chapter 2 of the Maywood Municipal Code, any person violating the provisions of this chapter shall be punishable by an administrative fine of up to one-thousand dollars (\$1,000.00) per offense.
- (d) Each day of violation shall constitute a separate offense.

(e) The penalties and remedies contained in this Section and chapter are cumulative, and in addition to any other penalties and remedies available to the City."

SECTION 3. Section 5-45.14 is added to Chapter 45 of Title 5 of the Maywood Municipal Code as follows:

"5-45.14 Maintenance of Records.

(a) A licensee shall maintain all the records required for retention by Section 5037 of Title 16 of the California Code of Regulations, as the same may be amended from time to time, for a period of at least seven (7) years.

(b) Records shall be kept in a manner that allows the records to be produced to the City at the premises in either hard copy or electronic form, whichever the City requires.

(c) A licensee shall report any loss, damage, or destruction of these records to the City Manager within twenty-four (24) hours of the loss, damage or destruction."

SECTION 4. Section 5-45.15 is added to Chapter 45 of Title 5 of the Maywood Municipal Code as follows:

"5-45.15 Site Management.

(a) A licensee shall prevent and immediately abate conditions at the premises that constitute a nuisance or other violation of the Maywood Municipal Code.

(b) The licensee shall maintain the exterior of the premises, including any parking lots and landscaped areas under the control of the licensee, free of litter, debris, trash and unused equipment.

(c) The licensee shall remove all graffiti from the cannabis business site and parking lots under the control of the licensee within twenty-four (24) hours of its application."

SECTION 5. Section 5-45.16 is added to Chapter 45 of Title 5 of the Maywood Municipal Code as follows:

"5-45.16 Indemnification

To the fullest extent permitted by law, the city shall not assume any liability whatsoever, with respect to approving any license pursuant to this chapter or the operation of any commercial cannabis business approved for such license pursuant to this chapter. As a condition of approval of a license granted under this chapter, the applicant or its legal representative shall:

(a) Execute an agreement indemnifying and holding the city harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation of federal law associated with the operation of the commercial cannabis business, and

(b) Agree to defend, at its sole expense, any action against the city, its agents, officers, and employees related to the approval of a license or the operation of the commercial cannabis business; and

(c) Agree to reimburse the city for any court costs and attorney fees that the city may be required to pay as a result of any legal challenge (or federal enforcement action) related to the city's approval of a license. The city may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder."

SECTION 6. Section 5-45.17 is added to Chapter 45 of Title 5 of the Maywood Municipal Code as follows:

"5-45.17 Joint and Several Liability. All licensees and owners shall be jointly and severally liable for violation of any provision set forth in this chapter, whether committed by the licensee or any employee or agent of the licensee."

SECTION 7. Section 5-45.18 is added to Chapter 45 of Title 5 of the Maywood Municipal Code as follows:

"5-45.18 Promulgation of Procedures and Regulations. The City Manager is authorized to establish any additional procedures and regulations governing the issuance, denial or renewal of commercial cannabis licenses and the ongoing operation of commercial cannabis businesses and the City's oversight necessary to carry out the purposes of this Chapter. Once established, the licensee shall be required to abide by such procedures and regulations."

SECTION 8. Appendix C of the Maywood Municipal Code Zoning Ordinance is hereby amended to insert the following text as part of the provisions regarding Commercial Cannabis Activity, Cannabis Cultivation, Cannabis Manufacturing, Cannabis Distribution, Cannabis Testing, Cannabis Brick-and-Mortar Dispensing and Cannabis Vehicle Dispensing previously adopted by Ordinance No. 18-12. The text below shall be inserted prior to the heading entitled "A. Commercial Cannabis Activity (In General)" and shall read as follows:

"15.1. Prohibition of Commercial Cannabis Activity

(a) Beginning on the effective date of Ordinance No. 19-03 adopting this section and Section 15.2 ("Effective Date") and notwithstanding the provisions regarding commercial cannabis activity as set forth below in this Appendix C, including those set forth in paragraph A.1 and A.2 of Appendix C, Commercial cannabis activity is expressly prohibited in all zones and all specific plan areas in the City of Maywood. As of the Effective Date, no person shall establish, operate, maintain, conduct or allow commercial cannabis activity anywhere within the city nor shall any application for a building permit, conditional use permit, business license, regulatory license or any other entitlement or license authorizing the establishment, operation, maintenance, development, or construction of any use that allows for commercial cannabis activity be approved except as otherwise provided for in Section 15.2 below.

(b) This provision is meant to prohibit all activities for which a State license is required pursuant to the State cannabis laws. Accordingly, the City shall not issue any permit, license or other entitlement for any commercial cannabis activity for which a State license is required under State cannabis laws.

(c) As of the Effective Date, an "Event" type license, temporary or otherwise, or any other type of on-premises cannabis consumption license is prohibited.

(d) The intent of Ordinance No. 19-03 is to prohibit all commercial cannabis activity in all zones and all specific plan areas. To the extent there is any inconsistency between the provisions set forth in Appendix C (specifically Paragraph A.1 and A.2) and this Section 15.1 and Section 15.2, Sections 15.1 and 15.2 shall prevail. All other provisions in Appendix C applicable to commercial cannabis activities such as operation requirements, building size and plan requirements, security and safety requirements, signage, parking, etc. shall continue to apply to the nonconforming use.

15.2. Exception; Nonconforming Use.

(a) Notwithstanding the prohibition in Section 15.1 above, only persons with: (i) a valid license issued pursuant to Chapter 5-45 prior to the Effective Date and (ii) a valid conditional use permit issued prior to the Effective Date, may engage in commercial cannabis activity as defined in Section 5-45.01 within the City of Maywood. Any activity authorized under such a license and conditional use permit shall additionally comply with all provisions of Chapter 5-45, the applicable provisions of the Maywood Zoning Ordinance related to commercial cannabis activities (including those set forth in Appendix C) and state law at all times and shall be considered a nonconforming use as defined by Section 2020.140 of the Maywood Zoning Ordinance.

(b) A person with a license and a valid conditional use permit to engage in commercial cannabis activity as described in paragraph (a) above and existing as of the Effective Date, may continue to engage in such activity provided that:

(1) The licensee renews its license in the manner prescribed by Chapter 5.45 prior to the expiration of the license under which the commercial cannabis activity is authorized as set forth therein; and

(2) The commercial cannabis activity complies with the Maywood Municipal Code, including the provisions of this Appendix C regarding Commercial Cannabis Activity, Cannabis Cultivation, Cannabis Manufacturing, Cannabis Distribution, Cannabis Testing, Cannabis Brick-and-Mortar Dispensing and Cannabis Vehicle Dispensing as applicable to the licensee. If there is a conflict between the cannabis provisions in Appendix C and the provisions set forth in the State cannabis laws and/or regulations adopted by any state cannabis licensing authority, the provisions set forth in the State cannabis law and the regulations shall prevail.

(c) Notwithstanding any other provision of the Maywood Zoning Ordinance, no nonconforming commercial cannabis activity shall in any way be expanded or extended either on the same or adjoining property, or changed, except to a conforming use.

SECTION 9. As of the effective date of Ordinance No. 19-03, Appendix A-1 of the Maywood Municipal Code Zoning Ordinance is hereby amended to reflect the prohibition of commercial cannabis activity as follows:

C:	R-3	RS	CC	C	CM	M	OS	PF
<u>Commercial Cannabis Activity</u>	X	X	X	X	X	X	X	X

In addition, no commercial cannabis activity is permitted in any specific plan zone.

SECTION 10. COMPLIANCE WITH STATE LAW

Commercial cannabis activity under this Ordinance shall be conducted in accordance with state laws and regulations. In the event of a conflict between the City's laws and regulations regarding commercial cannabis activity and state laws and regulations regarding commercial cannabis activity, the state laws and regulations shall control.

SECTION 11. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

SECTION 12. NO WAIVER OF SOVEREIGNTY

By the regulation of commercial cannabis activity, the City Council is seeking to preserve the general welfare through the implementation of state laws permitting the conduct of commercial cannabis activity. The City Council is not assuming, nor is it imposing on its agent, officers, or employees, an obligation for which a breach thereof would expose the City to a liability in money damages, or otherwise, to any person who claims that such breach proximately caused injury. To the fullest extent permitted by law, the City shall assume no liability whatsoever, and expressly does not waive sovereign immunity, with respect to any provision of this Ordinance or for the activities of any commercial cannabis activity licensee. To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this Ordinance shall not become a personal liability of any public officer or employee of the City. Nothing in this Ordinance shall be deemed in any respects to constitute authorization to violate any state law or regulation.

SECTION 13. EXEMPT FROM CEQA

The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) and 15305 of Title 14 of the California Code of Regulations, in that the amendment does not have the potential for causing a significant effect on the environment.

SECTION 14. The Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty (30) days after its final passage.

PASSED, APPROVED and ADOPTED this 28th day of August, 2019.

Eddie De La Riva

Mayor
ATTEST:

APPROVED TO AS FORM:

Gerardo Mayagoitia
City Clerk

Roxanne Diaz
City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

)
) SS.
)

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing ordinance being Ordinance No. 19-03, was duly passed, approved by the City Council of The City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 28th day of August, 2019, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:
NAYS:
ABSTAIN:
ABSENT:

Gerardo Mayagoitia
City Clerk



Public Hearing

AGENDA 2
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 14, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: *DM* DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: PUBLIC HEARING TO CONSIDER ORDINANCE 19-04
AMENDING THE MAYWOOD ZONING ORDINANCE TO CLARIFY
FINAL DECISIONS OF THE PLANNING COMMISSION AND
THEIR REVIEW AND TO MODIFY REQUIREMENTS FOR
CERTAIN CONDITIONAL USE PERMITS RELATING TO
BUSINESSES WITH ON-SITE ACCESSORY CONSUMPTION OF
ALCOHOLIC BEVERAGES THAT IS INCIDENTAL TO FOOD
SALE

RECOMMENDATION

Staff recommends that City Council consider Ordinance No. 19-04 and waive full reading of the ordinance and introduce the ordinance by title only as follows: An Ordinance of the City of Maywood Amending the Maywood Zoning Ordinance to Clarify Final Decisions of the Planning Commission and their Review and to Modify Requirements for Certain Conditional Use Permits.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of this ordinance.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

Over the last several months, staff has begun to identify provisions of the City's Zoning Ordinance that may be unclear, outdated, or otherwise inconsistent with current law. The proposed ordinance is the first of several "clean-up" ordinances intended to clarify the City's zoning regulations. The proposed ordinance will: 1) remove inconsistencies regarding the final decisions of the Planning Commission and their appeal; 2) remove the requirement that businesses which engage in alcoholic beverage sales incidental to food sales be located in a building containing at least 3,000 square feet; and 3) include provisions providing for City Council review of decisions of the Planning Commission, consistent with current law.

DISCUSSION

The proposed ordinance addresses existing regulations related to the final decisions of the Planning Commission and their appeal. Currently, and as is typical for most cities, the Zoning Ordinance provides that decisions of the Planning Commission are final, unless the applicant timely appeals, or a member of the City Council chooses to set the matter for Council review. In Maywood, the Zoning Ordinance contains appeal periods in various places within the existing code.

The proposed ordinance amends the appeal provisions for consistency, and clarifies that the period for appeal by an applicant or interested party or a review by a council member is 10 days after the Planning Commission's decision. In the event an appeal or call for review is filed, the decision shall become final and effective upon the decision of the City Council.

The proposed ordinance also addresses a provision of the Zoning Ordinance related to conditional use permits (CUPs) for businesses that engage in alcoholic beverage sales incidental to food sales (for example, a restaurant business). The Zoning Ordinance requires that, in order to obtain a CUP, a business must be located in a building containing at least 3,000 square feet of floor area. The proposed ordinance eliminates this requirement.

On July 16, 2019, the Planning Commission held a public hearing to discuss the proposed ordinance and voted 5-0 to recommend that the City Council adopt the ordinance. No amendments were proposed.

NOTICE

The notice of public hearing was posted in the Wave newspaper and posted in two locations as well as on the City website on August 1, 2019.

ENVIRONMENTAL ASSESSMENT

The actions contemplated by the proposed ordinance are exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) in that the Ordinance does not have the potential for causing a significant effect on the environment.

ATTACHMENT(S)

Attachment No. 1 - Ordinance 19-04

ATTACHMENT NO. 1

ORDINANCE NO. 19-04

AN ORDINANCE OF THE CITY OF MAYWOOD AMENDING THE MAYWOOD ZONING ORDINANCE TO CLARIFY FINAL DECISIONS OF THE PLANNING COMMISSION AND THEIR REVIEW AND TO MODIFY REQUIREMENTS FOR CERTAIN CONDITIONAL USE PERMITS

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

Section 1. Section 5100.30C (Action by Commission) of the Maywood Zoning Ordinance is hereby amended in its entirety to read as follows:

"C. Action by Commission

1. A public hearing shall be scheduled before the Planning Commission and notice given pursuant to Section 5050 of this Ordinance.
2. The Commission shall hear and take action upon an application for a Conditional Use Permit or Variance pursuant to Section 5040.30 of this Ordinance.
3. The Commission may refer the application back to the Board or Planning staff for further review. Such referral shall be accompanied with clear directives for recommended changes to the site plan or design features of the project. Referral may occur no more than one time each to the Board or Planning staff.
4. The Commission shall act to approve, conditionally approve, or deny an application for a Conditional Use Permit or Variance. Notice of the Commission's decision shall be filed with the City Clerk not more than 10 days following the Commission's decision, and a copy of the decision shall be mailed to the applicant.

Section 2. Section 5100.30D of the Maywood Zoning Ordinance is hereby amended in its entirety to read as follows:

"D. Decision Final

The decision of the Commission is considered final unless, the applicant or an interested party files an appeal pursuant to Section 5140.20 or the matter is called for review pursuant to Section 5140.30. The appeal or call for review shall be noticed as provided in Section 5050.

Section 3. Section 5100.70 (Effective Date) of the Maywood Zoning Ordinance is hereby amended to read as follows:

"5100.70 Effective Date

An order by the Commission granting or denying a Variance or Conditional Use Permit shall become final and effective upon the decision of the Commission, unless the matter is appealed or called for review as applicable. In the case of an appeal or review, an order granting or denying a Variance or Conditional Use Permit shall become final and effective upon the decision of the City Council."

Section 4. Chapter 5140 shall be renamed Appeal Procedures and Call for Review.

Section 5. Section 5140.20 of the Maywood Zoning Ordinance is hereby amended to read as follows:

"5140.20 Period for Appeals

Appeals to the City Council shall be made no later than 10 days following the decision which is appealed. Appeals shall be made in writing to the City Clerk."

Section 6. A new Section 5140.30 (Calls for Review) is hereby added to Chapter 5140 (Appeal Procedures and Call for Review) to read as follows:

"5140.30 Calls for Review

A. A member of the City Council may call for the review of a decision of the Planning Commission not more than 10 days following the Planning Commission's decision. The call shall be implemented by filing a form with the City Clerk. No fee shall be required.

B. If a call for review is made, there shall be a presumption applied that the reason for the review is that the action has significant and material effects on the quality of life within the City. No inference of bias shall be presumed due to such a request for review being made by a City Council Member."

Section 7. Section 5 (Alcoholic Beverage Sales - On-Site Consumption Accessory) of Appendix C (Regulation of Conditional Use Permit Uses) of the Maywood Zoning Ordinance is hereby amended to read as follows:

"5. Alcoholic Beverage Sales - On-Site Consumption

As Accessory Establishments whose primary business is not the sale or dispensing of alcoholic beverages for on-site consumption but which do engage in alcoholic beverage sales incidental to food sales shall comply with the following:

- a. The business shall not be located in an area containing an undue concentration of establishments involved in alcoholic beverage sales.
- b. Such businesses shall not be located within the same building as a pool hall, arcade, massage parlor, movie theater or retail store."

Section 8. Internal Consistency. Any provisions of the Municipal Code, or any other resolution or ordinance of the City, to the extent that they are inconsistent with this Ordinance are hereby repealed, and the City Clerk shall make any necessary changes to the Municipal Code for internal consistency.

Section 9. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or circumstance, is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 10. Savings Clause. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City, or within the territory comprising the City, shall constitute a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinance.

Section 11. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption and implementation of this Ordinance may have a significant effect on the environment. This Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

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

PASSED, APPROVED AND ADOPTED this 28th day of August, 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 Ordinance was adopted at a regular meeting of the City Council of the City of Maywood held on the 28th day of August, 2019 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Gerardo Mayagoitia, City Clerk