



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

WEDNESDAY, APRIL 14, 2021 AT 7:00 PM

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

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Ricardo Lara

CITY CLERK
Flor Aguiluz

MAYOR PRO TEM
Heber Marquez

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Eduardo De La Riva
Frank Garcia
Jessica Torresz

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for April 14, 2021 will be conducted telephonically through Zoom and broadcast live on the City's Facebook page. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19

virus, the Council Chambers will not be open for the meeting. Council Members will be participating telephonically and will not be physically present in the Council Chambers.

If you would like to speak on an agenda item, you can access the meeting remotely via zoom:

Join by phone 1-669-900-6833 Enter Meeting ID: 842 7407 4311 Passcode: 981718

OR

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84274074311?pwd=TTJwc2lqeEltMmhtQllyd1RXaVJZz09>
Passcode: 981718

If you want to comment during the public comment portion of the agenda, Press *9 on your phone or raise your hand in the zoom controls and we will select you from the meeting cue. NOTE: Your phone number will appear on the screen unless you first dial *67 before dialing the numbers as shown above.

The City wants you to know that you can also submit your comments by email to shirley.quinones@cityofmaywood.org. To give adequate time to print out your comments for consideration at the meeting, please submit your written comments prior to 4:30 p.m.; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714 by 4:30 p.m.

If you wish to have your comments read to the Council Members during the appropriate Public Comment period, please indicate in the Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on. Comments that you want read to the Council will be subject to the three minute time limitation (approximately 350 words). Written comments that are only to be provided to Council and not read at the meeting will be distributed to the Council prior to the meeting.

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

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

Speakers wishing to address the City Council on an item on the agenda may use the following:

If you would like to speak on an agenda item, you can access the meeting remotely via zoom:

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VI. PRESENTATIONS

Proclamation declaring Autism Awareness Month

VII. PUBLIC HEARING

VIII. CONSENT CALENDAR

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

1. MINUTES OF MARCH 24, 2021 CITY COUNCIL MEETING
2. 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
3. REVENUE REPORT FROM July 2020 – MARCH 2021
4. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MAYWOOD AND STANTEC FOR THE UPDATE TO THE CITY'S HOUSING ELEMENT AND GENERAL PLAN AND RELATED CONSULTING SERVICES
5. CONSIDERATION OF REVISIONS TO THE ADOPTED CITYWIDE SPEED HUMP POLICY TO PROVIDE FOR ADDITIONAL SPEED HUMP ALTERNATIVES

IX. DISCUSSION/ACTION ITEMS

6. PRESENTATION OF FINANCIAL OVERVIEW BY KOSMONT TRANSACTION SERVICES, INC.

X. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR - Government Code Section 54957.6
City Negotiator: City Manager
Employee Organization: Maywood Employees Association
Unrepresented Employees: Finance Director

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

Speakers wishing to address the City Council on non- agenda item you may use the following:

You can access the meeting remotely via zoom:

Join by phone 1-669-900-6833 Enter Meeting ID: 842 7407 4311 Passcode: 981718

OR

Please click the link below to join the webinar:

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XII. ADJOURNMENT - The next Adjourned Meeting of the Maywood City Council is

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

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





City of Maywood

Proclamation *Autism Awareness Month*

WHEREAS, Autism spectrum disorder (ASD) is a developmental disability that can cause significant social, communication and behavioral challenges. Autism is the fastest growing developmental disorder. There is often nothing about how people with ASD look that sets them apart from other people. The learning, thinking, and problem-solving abilities of people with ASD can range from gifted to severely challenged; and

WHEREAS, A diagnosis of ASD now includes several conditions that used to be diagnosed separately: autistic disorder, pervasive developmental disorder not otherwise specified (PDD-NOS), and Asperger syndrome. These conditions are now all called autism spectrum disorder or ASD; and

WHEREAS, about 1 in 68 children has been identified with autism spectrum disorder (ASD) according to estimates. More than 3.5 million Americans live with an autism spectrum disorder; and

WHEREAS, People with ASD often have problems with social, emotional, and communication skills. They might repeat certain behaviors and might not want change in their daily activities. Many people with ASD also have different ways of learning, paying attention, or reacting to things; and

WHEREAS, ASD can sometimes be detected at 18 months or younger. However, many children do not receive a final diagnosis until they are much older. This delay means that children with ASD might not get the early help they need; and

WHEREAS, during the month of April, we strive to promote autism awareness, inclusion, and self-determination for all, and assure that each person with ASD is provided an opportunity to achieve the highest possible quality of life.

NOW THEREFORE, WE, the Mayor & Council of the City of Maywood, do hereby proclaim the month of April to be designated as **Autism Awareness Month**, as a symbol of our commitment to creating a culture of disability awareness and inclusion for all members of our community.

On this 14th day of April 2021

Mayor Ricardo Lara



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

WEDNESDAY, MARCH 24, 2021 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

II. CITY OFFICIALS

MAYOR

Ricardo Lara (present)

CITY CLERK

Flor Aguiluz (teleconference)

MAYOR PRO TEM

Heber Marquez (teleconference)

CITY TREASURER

Mary Mariscal (teleconference)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Frank Garcia (teleconference)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (teleconference)

STAFF PRESENT:

Hrant Manuelian, Finance Director (teleconference)

Steve Fowler, Director of Building and Planning (teleconference)

Shirley Quinones, Deputy City Clerk (present)

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC

PURSUANT TO GOVERNOR GAVIN NEWESOM'S EXECUTIVE ORDER N-29-20 THIS MEETING WAS HELD AS A TELECONFERENCE MEETING.

OBSERVERS WERE ABLE TO VIEW THE MEETING LIVESTREAMED VIA THE CITY'S FACEBOOK AT:

<https://www.facebook.com/cityofmaywood> OR BY ZOOM AT:

Teleconference 1-669-900-6833 Enter Meeting ID: 838 7265 9358 Passcode: 489999

or

<https://us02web.zoom.us/j/83872659358?pwd=azVLTmZZcklSazM5OWhFQytoWnRKdz09>
Passcode: 489999

Comments may have been submitted via e-mail to shirley.quinones@cityofmaywood.org by 4:30 p.m. prior to meeting and by teleconference any time prior to closure of the public comment portion of the item(s) under consideration.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor, Council Members and City Manager provided community updates.

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

None

VI. PRESENTATIONS

None

VII. PUBLIC HEARING

None

VIII. CONSENT CALENDAR

1. Minutes for 3/10/2021 Regular City Council Meeting

Motion to approve March 24, 2021 City Council Meeting Minutes by Mayor Pro Tem Marquez. Second by De La Riva. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.

2. Resolution 6168 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving the Warrants for Payments

Motion to adopt Resolution No. 6168 Approving the Warrants for Payments by Mayor Pro Tem Marquez. Second by De La Riva. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.

3. Monthly Cash and Investment Report to Council

Motion to file and received the Monthly Cash and Investment Report by Mayor Pro Tem Marquez. Second by De La Riva. AYES: De La Riva, Garcia, Torres, Marquez,

Lara. PASSES.

4. RESOLUTION NO. 6169 AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS AND AGREEMENTS FOR PROJECTS FUNDED THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

Motion to adopt Resolution No. 6169 Authorizing the City Manager to Execute all documents and agreements for projects funded through the State of California Department of Transportation (Caltrans) by Mayor Pro Tem Marquez. Second by De La Riva. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.

5. AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MAYWOOD AND HUB CITIES CAREER CENTER TO EXTEND THE TERM AND PROVIDE FOR ADDITIONAL COMPENSATION IN THE AMOUNT OF \$18,750

Motion to amend the Professional Services Agreement between the City of Maywood and Hub Cities Career Center to extend term and not to exceed limit. by Mayor Pro Tem Marquez. Second by De La Riva. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.

IX. DISCUSSION/ACTION ITEMS

6. CONSIDERATION OF APPOINTING A DELEGATE AND ALTERNATE TO THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) GENERAL ASSEMBLY ON MAY 6, 2021

Motion to accept nomination of Council Member Eddie De La Riva as Delegate and Council Member Frank Garcia to the Southern California Association of Governments (SCAG) General Assembly on May 6, 2021 by Mayor Lara. Second by De La Riva. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.

7. CONSIDERATION OF ADOPTION OF RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS LAND AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (SLAUSON AVENUE)

Motion to adopt Resolution No. 6170 declaring certain property as Surplus Land and finding that such declaration is exempt from environmental review under the California Environmental Quality Act (Slauson Avenue) by De La Riva Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.

8. CONSIDERATION OF ADOPTION OF A RESOLUTION OF THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY DECLARING CERTAIN PROPERTY AS SURPLUS LAND AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (DISTRICT BLVD)

Councilwoman Torres recused herself from 3/24/2021 Discussion/Action Item No. 8, she lives within 500 feet from the property in question. She does not have a legal conflict of interest but out of an abundance of caution she has recused herself.

Motion to adopt Successor Agency Resolution No. SA21-01 declaring certain property as Surplus Land and finding that such declaration is exempt from environmental review under the California Environmental Quality Act (District Avenue) by Garcia Second by Mayor Pro Tem Marquez. AYES: De La Riva, Garcia, Marquez, Lara. PASSES.

X. CLOSED SESSION

None

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

The following spoke on non-agenda Items:

1. David Perez (Submitted by teleconference)
2. Veronica Guardado (Submitted by teleconference).

XII. ADJOURNMENT

Meeting adjourned at approximately at 8:03 p.m. to the next meeting of the Maywood City Council, April 14, 2021 at 7:00 p.m.

Ricardo Lara, Mayor

ATTEST:

Flor Aguiluz, City Clerk

RESOLUTION NO. 6171

**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 reviewed by the Director of Finance, and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions for \$1,105,787.90 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS April 14, 2021

Ricardo Lara, Mayor

ATTEST:

APPROVED AS TO FORM:

Flor Aguiluz, City Clerk

Roxanne Diaz, City Attorney

Exhibit A Summary Warrant Demand 04.14.21, Exhibit B Apr14 Warrant Register Detail

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, April 14, 2021

Accounts Payable

	Amount
Accounts Payable prepaid warrants for payment: Checks No. 088188 - 088255	\$ 59,748.01
Accounts Payable regular warrants for payment: Checks No. 088256 - 088293	\$ 838,673.84
Sub-total	\$ 898,421.85

Wire Transfers/ACH Transactions

03/26/21 ADP Payroll Fees	540.27
04/01/21 US Bank - Merchant Fees	398.80
04/01/21 Payroll - Pay Period 3/14/2021-3/27/2021	\$ 40,744.03
04/01/21 California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - April 2021	\$ 12,000.00
04/02/21 CalPERS Employer Contribution - Pay Period 3/14/2021-3/27/2021	\$ 6,542.07
04/06/21 8x8 Inc - Telephone System Start-Up/Implementation	1,817.59
04/06/21 CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees	\$ 118,010.88
04/06/21 CalPERS Health Premium April 2021	\$ 27,312.41
Sub-total	\$ 207,366.05

Total Demands **\$ 1,105,787.90**

City of Maywood
Detail Warrants for Payment
Warrants No. 088188 to 088293

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
088188	P	3/18/2021	Felipe Aguilar	*1,200.00	Emergency Rental Assistance
088189	P	4/1/2021	Allison Georgeoff-Higuera	1,150.00	Emergency Rental Assistance
088190	P	4/1/2021	Angel Villegas	526.84	Retiree Medical Reimbursement April 2021
088191	P	4/1/2021	Brent Talmo	316.94	Retiree Medical Reimbursement April 2021
088192	P	4/1/2021	Bruce Leflar	1,196.68	Retiree Medical Reimbursement April 2021
088193	P	4/1/2021	Christine M. Locher	238.25	Retiree Medical Reimbursement April 2021
088194	P	4/1/2021	Douglas Rodermund dba Dawn Patrol, LLC	1,080.00	Emergency Rental Assistance
088195	P	4/1/2021	Edward Ahrens	1,196.68	Retiree Medical Reimbursement April 2021
088196	P	4/1/2021	Felipe Aguilar	1,200.00	Emergency Rental Assistance
088197	P	4/1/2021	Francisco Martinez	1,375.00	Emergency Rental Assistance
088198	P	4/1/2021	Francisco Martinez	1,250.00	Emergency Rental Assistance
088199	P	4/1/2021	GMN Enterprises Inc	975.00	Emergency Rental Assistance
088200	P	4/1/2021	Goldstar	1,100.00	Emergency Rental Assistance
088201	P	4/1/2021	Goldstar	1,100.00	Emergency Rental Assistance
088202	P	4/1/2021	Graciela Perez	1,350.00	Emergency Rental Assistance
088203	P	4/1/2021	Jorge Morales	750.00	Emergency Rental Assistance
088204	P	4/1/2021	Jorge Morales	1,500.00	Emergency Rental Assistance
088205	P	4/1/2021	Juan F. Villanueva	1,460.00	Emergency Rental Assistance
088206	P	4/1/2021	KLGV Investments, LLC	1,500.00	Emergency Rental Assistance
088207	P	4/1/2021	Los Angeles Property Management Group	1,500.00	Emergency Rental Assistance
088208	P	4/1/2021	Lawrence Lin	1,245.00	Emergency Rental Assistance
088209	P	4/1/2021	Maria Carmen De La Torre	1,000.00	Emergency Rental Assistance
088210	P	4/1/2021	Maria Carmen De La Torre	1,000.00	Emergency Rental Assistance
088211	P	4/1/2021	Panfilo Larios	1,500.00	Emergency Rental Assistance

City of Maywood
Detail Warrants for Payment
Warrants No. 088188 to 088293

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
088212	P	4/1/2021	Paul Pine	1,598.58	Retiree Medical Reimbursement April 2021
088213	P	4/1/2021	Robert Leach	1,005.00	Retiree Medical Reimbursement April 2021
088214	P	4/1/2021	Ronald Lindsey	1,274.32	Retiree Medical Reimbursement April 2021
088215	P	4/1/2021	Southern California Edison	28.88	Emergency Rental Assistance
088216	P	4/1/2021	Southern California Edison	27.70	Emergency Rental Assistance
088217	P	4/1/2021	Southern California Edison	38.49	Emergency Rental Assistance
088218	P	4/1/2021	Southern California Edison	525.00	Emergency Rental Assistance
088219	P	4/1/2021	Southern California Edison	400.00	Emergency Rental Assistance
088220	P	4/1/2021	Southern California Edison	40.70	Emergency Rental Assistance
088221	P	4/1/2021	Southern California Edison	300.00	Emergency Rental Assistance
088222	P	4/1/2021	Southern California Edison	60.03	Emergency Rental Assistance
088223	P	4/1/2021	Southern California Edison	92.85	Emergency Rental Assistance
088224	P	4/1/2021	Southern California Edison	125.00	Emergency Rental Assistance
088225	P	4/1/2021	Southern California Edison	13.64	Emergency Rental Assistance
088226	P	4/1/2021	Scott C. Anderson	1,196.68	Retiree Medical Reimbursement April 2021
088227	P	4/1/2021	The Gas Company	44.83	Emergency Rental Assistance
088228	P	4/1/2021	The Gas Company	26.05	Emergency Rental Assistance
088229	P	4/1/2021	The Gas Company	63.55	Emergency Rental Assistance
088230	P	4/1/2021	The Gas Company	35.52	Emergency Rental Assistance
088231	P	4/1/2021	The Gas Company	28.11	Emergency Rental Assistance
088232	P	4/1/2021	The Gas Company	129.37	Emergency Rental Assistance
088233	P	4/1/2021	The Gas Company	72.30	Emergency Rental Assistance
088234	P	4/1/2021	The Gas Company	40.00	Emergency Rental Assistance
088235	P	4/1/2021	The Gas Company	54.70	Emergency Rental Assistance

City of Maywood
Detail Warrants for Payment
Warrants No. 088188 to 088293

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
088236	P	4/1/2021	U.S. Bank Corporate Payment System	4,905.68	Credit Card Expense 02/16/21-03/12/21
088237	P	4/1/2021	Veronica Sanchez	1,500.00	Emergency Rental Assistance
088238	P	4/1/2021	VOID	0.00	VOID
088239	P	4/1/2021	ZL Management Group LLC	1,500.00	Emergency Rental Assistance
088240	P	4/1/2021	Victor Meza	1,200.00	Emergency Rental Assistance
088241	P	4/1/2021	Victor Meza	1,260.00	Emergency Rental Assistance
088242	P	4/7/2021	CoreLogic Solutions, LLC.	150.00	Property Finder March 2021
088243	P	4/7/2021	Dell Computer Corp.	764.07	Dell Desktop Computer Fund Accountant Office
088244	P	4/7/2021	Dewey Pest Control	97.00	April 2021 Pest Control City Hall
088245	P	4/7/2021	Dove Communications Inc	225.00	Labor - Voice Remote Programming
088246	P	4/7/2021	Quadient Leasing USA, Inc.	989.66	Postage Machine Lease April 2021 to July 2021
088247	P	4/7/2021	Mapcon Technologies, Inc.	83.00	Mapcon Building and Planning Software April 2021
088248	P	4/7/2021	Tri-City Mutual Water Company	2,575.10	5000 Slauson Ave. 03-01-2021 to 03-31-2021
088249	P	4/7/2021	Southern California Edison	9,182.43	Various Locations 03-01-2021 - 04-01-2021
088250	P	4/7/2021	Southern California Edison Co.	88.53	5317 Atlantic PED 02/17/2021 - 03/18/2021
088251	P	4/7/2021	Sparkletts Drinking Water Corp	96.85	City Hall Office Water
088252	P	4/7/2021	Sprint	1,512.61	Cell Phone Service: 02/24/2021 to 03/23/2021
088253	P	4/7/2021	Quadient Finance, USA, Inc.	536.13	Postage Machine
088254	P	4/7/2021	Vernon, City of	128.16	Slauson & Downey 02-10-2021 to 03-11-2021
088255	P	4/7/2021	Xerox Financial Services	222.10	Lease Payment 03-15-2021 - 04-14-2021
088256		4/7/2021	ABM Building Solutions, LLC	8,195.02	Asbestos and Lead Paint testing Compressor Replacement City Hall
088257		4/7/2021	Amazon Capital Services	957.48	Office Supplies
088258		4/7/2021	California Building Standards Commission	69.30	BSASRF Fee: 3rd & 4th Quarter 2020 (CA Building Standards Admin.)
088259		4/7/2021	California Association of Code Enforcement Officers	299.00	M2 Academy Conf Code Enforcement April/May 2021

City of Maywood
Detail Warrants for Payment
Warrants No. 088188 to 088293

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
088260		4/7/2021	CivicPlus, LLC	21,497.72	Website Set-up and Training
088261		4/7/2021	Clean Street	7,500.00	March 2021 Street Sweeping Services
088262		4/7/2021	County of Los Angeles Department of Animal Control	4,283.24	Animal Control Services February 2021
088263		4/7/2021	County of Los Angeles Registrar-Recorder/County Clerk	35,940.59	November 3, 2020 Presidential Election
088264		4/7/2021	Crosstown Electrical & Data, Inc.	1,932.00	Preventive Maintenance Street Light Inspections March 2021
088265		4/7/2021	Department of Conservation Division of Administrative Services	183.78	Strong Motion/Seismic Hazard Mapping Fee: 07.01.20-12.31.20
088266		4/7/2021	County of Los Angeles Dept of Public Works	108,000.00	City Sewer Audit Sewer Repair Service 56th & Pine Ave/Atlantic & 60th Street
088267		4/7/2021	Diana Cho & Associates	1,997.50	CDBG Consulting February 2021
088268		4/7/2021	Expert Building Maintenance LLC	6,220.00	City Hall/Police Station/Parks March 2021 Additional Janitorial Services March 2021
088269		4/7/2021	Graffiti Protective Coatings	20,653.20	March 2021 Bus Shelter Maintenance CityWide Graffiti Removal February 2021
088270		4/7/2021	Hinderliter, de Llamas & Assoc.	1,748.28	3rd Quarter Sales Tax and Audit Services Cannabis Management Program February 2021
088271		4/7/2021	Inter-City Energy Systems	84.30	Refund Bldg Permit #B20-000-163 Project cancelled
088272		4/7/2021	JCL Traffic Services	1,831.93	Public Works Supplies
088273		4/7/2021	Kane, Ballmer & Berkman	180.00	Successor Agency Legal Services February 2021
088274		4/7/2021	KBJ Auto Detail	335.00	City Vehicle Car Wash
088275		4/7/2021	L.B. Johnson Hardware Co.	237.39	Public Works Supplies
088276		4/7/2021	Maywood Car Wash	347.76	Car Wash/Gas March 2021
088277		4/7/2021	Metro Transit Services	35,051.22	Public Transportation Services Express & Dial-A-Ride March 2021
088278		4/7/2021	National Construction Rentals	388.64	6 Ft Fencing Rental 5000 Slauson Mar 20, 2021-Apr 16, 2021
088279		4/7/2021	National Plant Services, Inc.	4,250.00	Clean Hot Spots & Siphon Heliotrope & Randolph
088280		4/7/2021	Nixle dba Everbridge, Inc.	4,500.00	Nixle Engage
088281		4/7/2021	North Star Landcare	1,457.50	Landscape Services March 2021
088282		4/7/2021	Ocean Blue Environmental Services, Inc.	8,377.05	City Yard Waste Pick Up Removal & Disposal
088283		4/7/2021	Office Team	2,084.52	Building and Planning Temp

City of Maywood
Detail Warrants for Payment
Warrants No. 088188 to 088293

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
088284		4/7/2021	OnTrac	27.00	Document Shipping/Delivery Service: Building & Planning
088285		4/7/2021	Phoenix Group Information Systems	3,257.49	February 2021 Citation Processing Collection Agency Services February 2021 Parking Citation Processing February 2021 Permit Processing Fee
088286		4/7/2021	Richards, Watson & Gershon	20,611.75	Legal Services February 2021
088287		4/7/2021	Sheriff's Department	422,732.37	Public Safety Services January 2021
088288		4/7/2021	Sonia Aguilar	1,000.00	C & D Recycling Compliance Measure Deposit Return
088289		4/7/2021	South City Gas, Inc.	473.53	City Vehicle Fleet Trucks: June 2020 - January 2021
088290		4/7/2021	SPOILED CHECK	0.00	SPOILED CHECK
088291		4/7/2021	Transtech Engineers, Inc	42,305.00	City Engineering Services January 2021
088292		4/7/2021	Van Lant & Fankhanel, LLP	22,485.00	City's 2019-2020 Rendered Annual Audit Services
088293		4/7/2021	Walters Wholesale Electric	47,179.28	Ameron N28-8 Galv Pole w/8' LMA Engineering Services Drawings - Loma Vista Street Lighting Loma Vista Street Lighting Project BlueCir Anchor Bolts

TOTAL: **\$898,421.85**

***Check 088188 is reissued - already approved
on prior warrants - not included in total***

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: April 14, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: REVENUE REPORT FROM July 2020 – MARCH 2021

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July 2020 – March 2021.

BACKGROUND:

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue report for the City Council's review. The Revenue Report is a tool used by the Council to monitor and oversee the financial health of the City.

DISCUSSION:

The attached analysis (see Attachment 1) compares prior YTD and current YTD Revenue

The total City-Wide revenues, which include special revenues, received from July 2020 – March 2021 totaled \$12,639,807.29 which is 14.38% higher than the same period last year.

- **GENERAL FUND** – The General Fund YTD total revenue is \$8,792,871.61 which is 21.64% higher than the same period last year. A contributing factor for the difference in General Fund revenue is due to the reimbursement received from the Coronavirus Relief Fund. Through the Coronavirus Relief Fund, the CARES Act provides payments to local governments to help navigate the impact of the COVID-19 outbreak. The City received \$344,534 from the CARES Act. Additionally the City collected approximately 1.2M or 118% more in Cannabis Sales Tax as compared to the same period last year. Also the City collected approximately \$136K or 363% more in Franchise & Collectors Fees as compared to last year. This increase in Franchise and Collector fees are the direct result of the contract signed with the new trash Hauler. Total Parking Fines and Court Collection (DMV) received from July 2020 to March 2021 has decreased by 85.09% and 18.54%, respectively. Additionally, Residential & Building Permits received from July 2020 to March 2021 has totaled \$16,434.86 which is 50.52% lower than the same period last year. Similarly, Parking Permits are currently 77.21% lower compared to the same period last year.
- **SPECIAL REVENUE FUNDS** - Gas Tax, Proposition A, Proposition C, Measure R, and Measure M all experienced a slight decrease in revenues as compared to the prior year. These revenues are directly tied to sales and excise taxes on fuel purchases. Combined they resulted in a decrease of \$91K. This appears to be a direct result of the COVID pandemic and the subsequent shutdowns.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with this action.

ATTACHMENT(S)

1. July 2020 - March 2021 Revenues - City of Maywood FY2020-21

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2020-21	H - % of FY 2020- 2021 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
GENERAL FUND						
Taxes:	TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.					
Franchise & Collectors Fee	\$37,512.05	\$174,038.65	\$136,526.60	363.95%	\$165,000.00	105.48%
Property Taxes	\$536,520.31	\$557,400.11	\$20,879.80	3.89%	\$724,000.00	76.99%
Utility Users Tax	\$639,708.44	\$726,174.83	\$86,466.39	13.52%	\$900,000.00	80.69%
Transfer Tax (Real Estate)	\$13,332.84	\$17,478.73	\$4,145.89	31.10%	\$15,000.00	116.52%
Transient Occupancy Tax	\$39,465.87	\$39,969.05	\$503.18	1.27%	\$45,000.00	88.82%
Cannabis Sales Tax	\$1,019,590.81	\$2,231,183.65	\$1,211,592.84	118.83%	\$2,500,000.00	89.25%
Sales Tax Revenue	\$1,140,984.44	\$1,301,719.66	\$160,735.22	14.09%	\$1,871,000.00	69.57%
Taxes Totals	\$3,427,114.76	\$5,047,964.68	\$1,620,849.92	47.29%	\$6,220,000.00	81.16%
GENERAL FUND						
Licenses & Permits:	FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. LICENSES and PERMITS are types of fees allowing for the operation within the City.					
Compliance Program Fee	\$45,000.00	\$45,000.00	\$0.00	0.00%	\$45,000.00	100.00%
Good Corporate Citizen Program	\$20,000.00	\$20,000.00	\$0.00	0.00%	\$20,000.00	100.00%
Residential & Building Permits	\$33,213.62	\$16,434.86	(\$16,778.76)	-50.52%	\$20,000.00	82.17%
Public Works Permit Fees	\$62,926.50	\$111,454.40	\$48,527.90	77.12%	\$100,000.00	111.45%
Other Fees & Permits	\$41,752.45	\$31,668.59	(\$10,083.86)	-24.15%	\$30,000.00	105.56%
Occupancy Permits	\$10,853.70	\$18,372.10	\$7,518.40	69.27%	\$20,000.00	91.86%
Building Permits	\$55,197.41	\$41,530.84	(\$13,666.57)	-24.76%	\$60,000.00	69.22%
Commercial Cannabis Applications	\$38,787.00	\$0.00	(\$38,787.00)	0.00%	\$0.00	0.00%
Commercial Cannabis Renewal	\$147,840.00	\$14,960.00	(\$132,880.00)	-89.88%	\$105,000.00	14.25%
Parking Permits	\$61,597.53	\$14,038.20	(\$47,559.33)	-77.21%	\$45,000.00	31.20%
Apartment License	\$20,977.44	\$17,467.83	(\$3,509.61)	-16.73%	\$20,000.00	87.34%
Business License	\$190,698.03	\$182,320.44	(\$8,377.59)	-4.39%	\$190,000.00	95.96%
Vehicle License Fee - LA County	\$1,499,114.77	\$1,577,560.74	\$78,445.97	5.23%	\$2,930,000.00	53.84%
Licenses and Permits Totals	\$2,227,958.45	\$2,090,808.00	(\$137,150.45)	-6.16%	\$3,585,000.00	58.32%
GENERAL FUND						
Charges for Services:	CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.					
Rubbish Assessment	\$20,536.77	\$45,324.86	\$24,788.09	120.70%	\$25,000.00	181.30%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2020-21	H - % of FY 2020- 2021 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Plan Check Fees	\$46,594.96	\$35,836.10	(\$10,758.86)	-23.09%	\$35,000.00	102.39%
Rents & Concessions	\$17,293.50	\$17,860.50	\$567.00	3.28%	\$24,000.00	74.42%
Charges for Services Totals	\$84,425.23	\$99,021.46	\$14,596.23	17.29%	\$84,000.00	117.88%

<u>GENERAL FUND</u>	FINES AND FORFEITURES: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.					
Fines and Forfeitures:						
Penalties: Apt & Bus License	\$2,747.70	\$4,010.15	\$1,262.45	45.95%	\$2,500.00	160.41%
SEMC: Court Collections (DMV)	\$72,501.53	\$59,058.56	(\$13,442.97)	-18.54%	\$100,000.00	59.06%
Administrative Citations	\$100.00	\$11,500.00	\$11,400.00	0.00%	\$8,000.00	143.75%
Parking Fines	\$147,463.97	\$21,988.50	(\$125,475.47)	-85.09%	\$80,000.00	27.49%
Fines and Forfeitures Totals	\$222,813.20	\$96,557.21	(\$126,255.99)	-56.66%	\$190,500.00	50.69%

<u>GENERAL FUND</u>	LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.					
Leases and Concessions:						
Leased Property Rental Income	\$46,861.28	\$31,207.76	(\$15,653.52)	-33.40%	\$56,400.00	55.33%
Leases and Concessions Totals	\$46,861.28	\$31,207.76	(\$15,653.52)	-33.40%	\$56,400.00	55.33%

<u>GENERAL FUND</u>	MISCELLANEOUS: A General Fund revenue not covered in another revenue category.					
Miscellaneous:						
Interest Income	\$63,951.24	\$20,927.72	(\$43,023.52)	-67.28%	\$45,000.00	46.51%
Miscellaneous Revenue	\$235,279.32	\$50,928.57	(\$184,350.75)	-78.35%	\$45,000.00	113.17%
CARES Act Reimbursement	\$0.00	\$344,534.00	\$344,534.00	0.00%	\$344,534.00	100.00%
Other (Recycle + ABx1 Reimbursement)	\$0.00	\$0.00	\$0.00	0.00%	\$7,300.00	0.00%
Miscellaneous Revenue Totals	\$299,230.56	\$416,390.29	\$117,159.73	39.15%	\$441,834.00	94.24%

<u>GENERAL FUND</u>	RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).					
Retiree Pension Levy:						
Retiree Pension Levy	\$920,222.97	\$1,010,922.21	\$90,699.24	9.86%	\$850,000.00	118.93%
Retiree Pension Levy Totals	\$920,222.97	\$1,010,922.21	\$90,699.24	9.86%	\$850,000.00	118.93%

General Fund Revenue Totals	\$7,228,626.45	\$8,792,871.61	\$1,564,245.16	21.64%	\$11,427,734.00	76.94%
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<u>SPECIAL REVENUE FUND</u>	SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.					
"Gas Tax"	\$472,359.88	\$466,321.95	(\$6,037.93)	-1.28%	\$701,696.00	66.46%
Transportation Development Act (TDA)	\$0.00	\$0.00	\$0.00	0.00%	\$21,226.00	0.00%
Bikeway						
Proposition A	\$439,428.01	\$413,391.34	(\$26,036.67)	-5.93%	\$589,565.00	70.12%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2020-21	H - % of FY 2020- 2021 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Proposition C	\$370,819.72	\$342,890.75	(\$27,928.97)	-7.53%	\$497,529.00	68.92%
Measure R	\$273,220.06	\$257,650.36	(\$15,569.70)	-5.70%	\$366,809.00	70.24%
Measure M	\$307,203.08	\$292,084.82	(\$15,118.26)	-4.92%	\$415,674.00	70.27%
Senate Bill 1 (SB 1)	\$302,706.40	\$296,666.10	(\$6,040.30)	-2.00%	\$528,284.00	56.16%
Community Development Block Grant (CDBG)	\$527,347.00	\$146,542.00	(\$380,805.00)	-72.21%	\$450,000.00	32.56%
Air Quality Management District (AQMD) Grant	\$17,452.41	\$17,828.40	\$375.99	0.00%	\$36,375.00	49.01%
Supplemental Law Enforcement Services Fund (SLESF) Grant	\$155,947.62	\$156,726.58	\$778.96	0.50%	\$155,000.00	101.11%
Measure A	\$0.00	\$0.00	\$0.00	0.00%	\$432,000.00	0.00%
Lighting & Landscaping	\$102,230.15	\$103,719.00	\$1,488.85	1.46%	\$150,000.00	69.15%
Successor Agency Trust Fund - City of Maywood serves as the Successor Agency to the Maywood Redevelopment Agency	\$679,634.00	\$1,185,570.00	\$505,936.00	74.44%	\$1,226,190.00	96.69%
Sewer Fund	\$173,705.75	\$167,544.38	(\$6,161.37)	-3.55%	\$293,000.00	57.18%
Special Revenue Totals	\$3,822,054.08	\$3,846,935.68	\$24,881.60	0.65%	\$5,863,348.00	65.61%
Total Revenues	\$11,050,680.53	\$12,639,807.29	\$1,589,126.76	14.38%	\$17,291,082.00	73.10%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: April 14, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MAYWOOD AND STANTEC FOR THE UPDATE TO THE CITY'S HOUSING ELEMENT AND GENERAL PLAN AND RELATED CONSULTING SERVICES

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

1. Approve the Professional Services Agreement with Stantec in a not to exceed amount of \$300,000 in the form approved by the City Attorney to provide the Housing Element Update and related consulting services; and
2. Approve a budget amendment in the amount of \$30,000 from the General Fund.

BACKGROUND:

State law requires each city in the Southern California Association of Governments (SCAG) region to prepare an updated Housing Element for the 6th planning cycle (2021-2029). The State requires that all local governments adequately “plan” to meet the housing needs of everyone in each jurisdiction. Each jurisdiction must demonstrate land use capacity to accommodate its share of the region’s housing needs—this “share” is called the Regional Housing Needs Allocation (RHNA), which is determined by the State’s Metropolitan Planning Organizations (MPOs). The MPO that Maywood is part of is the Southern California Association of Governments (SCAG). Local governments meet this requirement by adopting housing plans as part of their General Plan, also required by the State. State law mandating that housing be included as an element of each jurisdiction’s General Plan is known as “housing element law.” California Department of Housing and Community Development (HCD) reviews each jurisdiction’s Housing Element for consistency with State housing element law. An element is “certified” if HCD finds it to be consistent; if not, HCD issues written findings that identify changes that must be made for HCD to certify the Housing Element. In some cases, funding from state/federal housing programs can *only* be accessed if the jurisdiction has a compliant Housing Element. The due date for adoption of the 6th Housing Element update is October 15, 2021.

DISCUSSION:

City Staff sought proposals for the 6th Cycle Housing Element Update as well as specific updates to the General Plan. The City received three (3) submittals from Dudek, Stantec Consulting Services, Inc, and Harris

& Associates. All three submittals included updates to the Housing Element, Land Use Element, Circulation Element, Safety Element, as well as the development of an Environmental Justice Element to update the General Plan. The proposals also included the development of an accessory dwelling unit ordinance and new development and design standards ordinance. The proposals also included a review and update to the Complete Streets policies along with completing a California Environmental Quality Act (CEQA) review to identify any potential impacts that may occur based on the updates to the City's General Plan. After review of the proposals, Staff determined that all firms had equal expertise. Based on the staffing and proposed work, the cost was the determining factor. Accordingly, the proposal from Stantec Consulting Services, Inc. ("Stantec") was the least expensive. Staff is recommending that the City Council move forward with Stantec for this project.

Stantec will work with City staff to prepare a draft Housing Element that meets City objectives and satisfies the requirements of State law. The budget of \$300,000 assumes that City staff will provide the land use data required to compile an inventory of potential housing sites, which may include new field surveys and investigations. Based upon SCAG's Regional Housing Needs Allocation (RHNA) estimate of 364 units, in order to obtain State Department of Housing and Community Development (HCD) certification of the Housing Element, certain General Plan updates are required. Specifically, General Plan updates to the Housing Element, Land Use Element, Circulation Element, Safety Element are required in addition to the completion of an Environmental Justice Element.

This scope of work and budget includes the drafting and processing of required land use and/or zoning amendments. The amendments will support affordable housing needs within the city by developing two amendments to the zoning ordinance which include an accessory dwelling unit ordinance and new development and design standards ordinance. This will serve as a road map to aid in clarifying development and design standards for future development. In the 5th cycle housing element, there was a discussion of creating a Residential Senior-Affordable Housing (R-SA) zoning designation. This designation was discussed to allow for maximum density of units per acre in the zoning ordinance, and that designation would need to be added to the land use element to make the two documents consistent and would be completed with this proposal. The mapping of the overlay parcels and mapping of parcels in the Emergency Services overlay zone established by the Housing Element will also be completed. The Circulation Element will need to be updated by completing a review and update of the Complete Streets policies. These policies create livable communities especially for the most vulnerable people who use our streets, including children, people living with disabilities, older adults, and people who cannot afford or do not have access to a car. Complete Streets improve equity, safety, and public health, while reducing transportation costs and traffic.

The Safety Element will need to be updated to be in compliance with climate change and environmental justice requirements as dictated by State law. The development of an Environmental Justice Element is required with this General Plan update as identified in the 5th cycle Housing Element update. This new element will identify specific goals, policies and objectives, and implementation programs that are both responsive to and prioritize the needs of disadvantaged communities. This newly required element requires jurisdictions to identify objectives and policies to reduce the unique or compounded health risks found in disadvantaged communities.

As part of the scope of services, Stantec will provide the following:

- Administrative Draft Housing Element for staff review;
- Public Review Draft Housing Element for review by HCD, the community, the Planning Commission and City Council;
- Proposed Final Housing Element reflecting any revisions that may be appropriate in response to comments from the public, City officials and HCD for City Council consideration and adoption;
- Final adopted Housing Element;
- Coordination with HCD, including preparation of correspondence and responses to HCD comments; and,
- Preparation of staff reports and presentations at public meetings and hearings.

As for the Housing Element environmental review, the consultant will conduct a review that is in compliance

with CEQA. The budget assumes that an Initial Study/Negative Declaration (IS/ND) will be appropriate. No technical studies are anticipated as part of the IS/ND. The consultant will also prepare a draft Notice of Intent to Adopt a Negative Declaration (NOI) and Notice of Determination (NOD). As with the Housing Element documents, the budget assumes that Stantec will be responsible for all submittals to the State Clearinghouse (Word and PDF) and provided to the city for each work product. Environmental review work products to be conducted by Stantec include:

- Administrative draft IS/ND for city review
- Public review draft IS/ND incorporating staff comments
- Final IS/ND including responses to comments.

In conclusion, Staff recommends that the City Council approve the agreement with Stantec.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The agreement term is until December 31, 2021, in the amount not to exceed \$300,000 for update of the City's Housing Element and related General Plan updates. Funding for the project is anticipated from the State's Local Early Action Planning (LEAP) Grant, which the City submitted an application for last year and was awarded \$150,000 to assist with the cost. Additional funding for the project which also includes an update of the General Plan is also anticipated from a Senate Bill (SB2) Grant, which the City submitted an application for in 2019 and was awarded \$160,000 which can be utilized for this project. These grants are both on a reimbursement basis, therefore each quarter a reimbursement will be submitted for expenses incurred. The fiscal impact for FY 2020-2021 is estimated to be \$30,000, therefore a budget amendment is being requested for \$30,000.

F.Y. 20-21 Impact:	Current F.Y. Budget: \$374,000
Fund Impacted: General Fund	Budget adjustment requested: \$30,000
Source of funds: LEAP and SB2 Grants	Updated Account Budget: \$404,000
Account Number: 645-5430	For fiscal year: 20-21

ATTACHMENT(S)

1. Maywood_Contract_Approved

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated April 15, 2021 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and Stantec Consulting Services Inc. ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide Planning and Housing services related to mandated State Housing Law requirements towards the update of the General Plan including the Housing Element.

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

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

The Parties therefore agree as follows:

1. Consultant's Services.

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

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Steve Kearney (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent. City may request a different Consultant Representative in its discretion.

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

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like

professionals under similar circumstances and in a manner reasonably satisfactory to City.

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

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

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

2. Term of Agreement. The term of this Agreement shall commence as of the Effective Date through August 31, 2021, unless sooner terminated as provided in Section 13 of this Agreement or extended ("Initial Term"). The City Manager may in her discretion extend the Initial Term for two additional one-year extensions on the same terms and conditions herein and for the compensation provided for in Section 3. The City Manager has unilateral authority to extend the term as provided for in this Section.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, the fee, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$300,000, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

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

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

mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

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

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

C. Audit of Records. Consultant shall make all records, invoices, timecards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

5. Independent Contractor.

A. Consultant is an independent contractor and not an employee of the City. All work or other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such Services, including, without limitation, a City of Maywood business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

B. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of City's employees; and

City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

C. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City (but not defend) and its elected officials, officers, employees, and designated volunteers from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices or to the extent arising from, caused by or relating to the violation of any of the provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

6. PERS Compliance and Indemnification

A. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform any work or other Services under

this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify and hold harmless City and its elected officials, officers, employees, and designated volunteers, from (i) any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 6; or (ii) in the event that Consultant or any employee, agent or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction and/or by PERS to be eligible for enrollment in PERS as an employee of the City. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

7. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena. The restrictions on the use and disclosure of the Data do not apply to information which (a) was known to Consultant before receipt of same from the City; (b) is or becomes publicly known other than through the Consultant; (c) independently developed by Consultant; (d) provided to Consultant by a third party that obtained it independently of the City; or (e) whose disclosure is compelled by the statute or by judicial or other governmental body, but only to the extent required by said statute or order.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City, unless Consultant is legally prohibited from notifying the

City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All documents, data, studies, surveys, drawings, designs, plans, maps, models, photographs, presentations, computer data generated for the Services and records and reports prepared for City in connection with this Agreement whether in draft or final form ("Documents") shall become City's property and City may use all or any portion of the Documents submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all Documents (including computer files containing data generated for the Services, notes and other documents prepared in the course of providing the Services, whether in draft or final form) shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files. The City, to the fullest extent permitted by law, shall indemnify and hold harmless Consultant from any loss, claim, liability or cost (including legal costs) arising or allegedly arising out of any reuse for any purpose other than that for which they were prepared or any modification of the Data by the City.

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

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

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

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, indemnify and hold harmless (but not defend) the City and its elected officials, officers, employees, and designated volunteers, (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action proceedings, expenses, judgments, and losses including reasonable fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), in law or equity, which arise out of, are claimed to arise out of, pertain to or relate the negligent acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement and indemnify and hold City harmless (but not defend) from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Consultant relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless (but not defend) from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement.

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

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

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

E. Waiver of Consequential Damages. Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the City, including but not limited to claims for loss of use, loss of profits, loss of income, loss of markets, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

10. Insurance.

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

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

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

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

4) ☐ If this box is checked, Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

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

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

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

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

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

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

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may immediately terminate this Agreement in its sole discretion. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

I. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

J. SubConsultant Insurance Requirements. Consultant shall require each of its subconsultants that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

11. Mutual Cooperation.

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

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

12. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

13. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least ten calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 30 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant

for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

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

15. Default.

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

B. In addition to the right to terminate pursuant to Section 13, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

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

If to Consultant:
Stantec Consulting Services, Inc.
226 Causeway Street, 6th Floor
Boston, MA 02114-2155
Attn: _____

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

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

19. 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.

20. 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.

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

be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subconsultants and agents.

22. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans.

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

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

25. 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.

26. 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.

27. 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.

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

Consultant:

NAME OF CONSULTANT

By: _____
Ricardo Lara
Mayor of the City of Maywood

By: Stephen A. Kearney
Name: Steve Kearney
Title: Principal

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES



SCOPE OF WORK | CITY OF MAYWOOD

FOCUSED GENERAL PLAN UPDATE & ASSOCIATED PLANNING WORK

March 31, 2021



James Troyer
Planning Director
City of Maywood, CA

RE: Request for Pricing Quote, City of Maywood Focused General Plan Update

Dear James,

Stantec's Urban Places is excited to submit our bid for the City of Maywood's Focused General Plan Update. This effort will focus on the development of a 6th Cycle Housing Element, with the corresponding updates to the additional plan elements as determined by California State law. We look forward to collaborating with you to build on the City's assets and momentum and at the same time help transform challenges into opportunities.

Project Understanding/Scope of Services

1. Specifically, it is our understanding that the City of Maywood is seeking to:
2. Complete a 6th Cycle Housing Element update for 2021-2029, which will build on the 5th Cycle Element that was certified in 2019.
3. Support affordable housing needs within the City, by developing two new zoning ordinances:
 - a. An accessory dwelling unit ordinance
 - b. New development and design standards ordinance
4. An update to the Land Use Element of the General Plan. The 5th cycle housing element led to the creation of an SRA (senior-affordable housing) zoning designation to allow for a maximum density of 48 units to the acre in the zoning ordinance. Therefore, an SRA land use designation in the General Plan needs to be established in the land use element of the general plan. Mapping of the SRA overlay parcels and mapping of parcels in the Emergency Services overlay zone established by the Housing Element will be completed.
5. Complete a review and update to the Complete Street policies within the Circulation Element.
6. Update the Safety Element of the General Plan so that it is in compliance with climate change and environmental justice requirements as dictated by State Law.
7. Develop an Environmental Justice Element that identifies specific goals, policies, objectives, and implementation programs that are both responsive to and prioritize the needs of disadvantaged communities.
8. Complete a CEQA review to identify any potential impacts that may occur based on the above updates to the City of Maywood General Plan.

Budget

We are confident that we can complete the identified scope of services for \$300,000.

Our Team

Steve Kearney leads our Urban Places team and will serve as Principal-in-Charge, working side-by-side with our Senior Advisor **Larissa Brown** FAICP, principal of Larissa Brown + Associates (LBA), a certified Women Business Enterprise, and previously a Stantec principal. Steve and Larissa have worked together for more than 8 years on projects that range from city-wide comprehensive plans for cities like Corpus Christi, TX to multi-billion-dollar mixed-use developments. Larissa is a multiple-award-winning planner and has completed over 23 comprehensive plans for communities of various sizes and types, including

the Fontana CA General Plan adopted in 2018. Her experience includes integrating sustainability, resilience, and environmental justice in citywide plans. **Allison LeFlore** AICP, a senior planner in Urban Places, will serve as project manager. Alison has worked on numerous comprehensive plans and transportation planning initiatives and is a fluent Spanish speaker. **To complete the required CEQA review, we are joined by senior environmental planner Kevin Kohan from our Thousand Oaks office, who worked with us on the Fontana Comprehensive Plan. Kevin coordinates major land development projects through the administrative review process at local, state, and federal levels for both public agency and private sector clients. To enhance our work on the Housing Element, we will also have access to the best-practices advice of Marc Norman** of Ideas and Action, one of the nation's leading affordable housing policy and development experts (and a minority-owned business).

We are a proven team with decades of diverse, national experience across the country, including comprehensive planning in California. Our core team members bring a proven track record of success and best practices knowledge to all our work. Filtered through the lens of local challenges and opportunities, this wide-ranging experience provides our clients new lessons and fresh ideas to complement and reinforce existing strengths and successes.

Stantec can draw on in-house experts for all components of a comprehensive plan, including those required by State mandates as well as the unique needs of each city and town. Our network includes experienced specialists in technical disciplines from infrastructure and transportation engineering to environmental services, recreation and open spaces, fiscal capacity, and more. It is flexible and equipped to handle both brief updates and deeper dives as needed from discipline to discipline. If needed, our experts can provide input on policy and implementation recommendations.

We are experienced in adaptive and inclusive community engagement. While we understand that this General Plan Update, focused on selected tasks, will not require extensive community engagement, we have full capacity to assist the City in public outreach and engagement using a variety of methods appropriate to pandemic and post-pandemic conditions.

Attached please find a description of our approach, a project scope of work and schedule, and our team's resumes. Our team is ready to help the City of Maywood update its General Plan so it can be ready to build on its successes and advance opportunities to make the city a model of 21st century livability, prosperity, equity, sustainability, and resilience. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely yours,



Steve Kearney
Project Manager, Senior Associate
Stantec Consulting Services, Inc.
steve.kearney@stantec.com



Larissa Brown PhD, FAICP
Principal
Larissa Brown + Associates LLC
larissa@larissabrownassoc.com

Our Approach

Stantec's Urban Places is an interdisciplinary practice bringing together leaders in planning, urban design, transportation (including multimodal and smart mobility), development and brownfield redevelopment, landscape architecture, and resilience strategies. We help communities across North America chart a path to greater livability, equity, and sustainability by helping them synthesize a clear and achievable vision through public engagement programs, research, planning, and implementation strategies that bring aspirations to reality. We do so by maintaining the focus and responsiveness of a boutique firm within Stantec's broader multidisciplinary network.

Proposed Scope of Work

City of Maywood General Plan Update and Associated Planning Work

Understanding and Approach

This planning project focuses on updating elements of the City of Maywood's 2007 General Plan, especially developing the 6th Cycle Housing Element for 2021-29 for submittal by October 2021 to the State Department of Housing and Community Development for certification. New housing-related zoning must be incorporated into the text and maps of an amended Land Use Element of the plan.

Since 2018, revision of two or more elements concurrently requires updating other elements for consistency and any new general plan requirements. This project will also include updates to the Safety Element incorporating climate change adaptation and resilience, creation of an Environmental Justice Element, and an update to the Circulation Element incorporating the City's Complete Streets policy. In addition, the project includes drafting of an ADU (Accessory Dwelling Unit) Ordinance and Design and Development Standards. The Stantec team will work closely with the City of Maywood to prepare the plan updates and new ordinances, consult with community stakeholders and the public, and prepare for review by City and State officials.

General Plan Tasks

The City of Maywood needs to update and revise the Housing and Land Use Elements in its General Plan.

General plan tasks for this project are:

- Develop the 6th Cycle Housing Element for 2021-2029, building on the 5th Cycle Housing Element (2014-2021) that was certified in 2019, and submitting it to the State Department of Housing and Community Development for certification.
-

- Update the Land Use Element of the General Plan by creating and mapping new zoning resulting from the 5th Cycle Housing Element, an R-SA (Residential-Senior Affordable Housing) zoning designation to allow for a maximum density of 48 units to the acre in the zoning ordinance, and an Emergency Services overlay zone, and any changes resulting from the 6th Cycle update.
- Update the Safety Element of the General Plan so that it is in compliance with climate change requirements as dictated by State Law.
- Develop a new Environmental Justice Element that identifies specific goals, policies, objectives, and implementation programs that are both responsive to and prioritize the needs of disadvantaged communities.
- Complete a review and update the Circulation Element to incorporate the Complete Street policies already adopted by the City and related goals, objectives, and programs.
- Complete an environmental review under the California Environmental Quality Act (CEQA) to identify any potential impacts that may occur based on the above updates to the City of Maywood General Plan and submit it for review.

Associated Planning Work

In addition, this project includes associated planning tasks to amend the zoning ordinance:

- Preparation of an accessory dwelling unit ordinance (ADU)
- Preparation of development and design standards

Community Engagement

The community engagement process will be a single, integrated process that includes all aspects of this project, with a focus on the topics likely to include most of the new material in the General Plan: housing (new cycle element), climate change and adaptation (in the Safety Element), environmental justice (a new General Plan element).

As we are all aware, we are working in unprecedented times as a result of the COVID-19 Pandemic. The situation is fluid and may change over the course of this project which, will have the greatest impact on community outreach and engagement. We anticipate primarily online engagement at the start of the project, but as the situation evolves and changes, we are prepared to shift our engagement process as necessary and prudent. We anticipate discussing and altering this outreach and engagement strategy with you to work collaboratively on a path forward.

We expect assistance from the City through identification of a City project manager who will be the primary liaison to the consultant team; making City information available; access to City staff; assistance in identifying community stakeholders and relevant agencies; and assistance in public communication through the City's website and by participation in workshops.



Tasks

Note: Tasks presented here in sequence may include simultaneous work on multiple tasks and suggested scheduling may be changed.

Task 1: Project Initiation, Ongoing Project Management, and Community Engagement

1.1 Project Kickoff Meeting

The core Stantec team leaders will participate in a kickoff meeting with the city's Project Manager and staff to review, revise, and confirm the scope of work, project timeline, and team communication and coordination. We will also discuss project management and public outreach and participation. At this meeting, the City's project manager and Stantec will review the existing General Plan to identify what has served the City well and what changes are most needed. We will confirm the necessary updates required to ensure the general plan remains compliant with California law.

1.2 Finalization of Work Plan and Project Schedule

Following the project kickoff meeting, the Stantec team will finalize the project schedule. The schedule will include key tasks and project milestones with the objective of:

- Identifying project milestones, incorporating internal team, committee, and public review periods
- Anticipating commission and council hearings as well as the environmental review process
- Outlining the public outreach and engagement effort, including key public meetings

- Providing outreach compliant with SB 18, AB 52, and SB 1000
- Outlining the timeline for the Department of Housing and Community Development (HCD) review and certification of the 6th Cycle Housing Element, the development of the Environmental Justice Element, and updates to the Land Use, Safety, and Circulation Elements, and development of the ADU Ordinance and Design and Development Standards.
- Outline the timeline for the EIR review.

1.3 Project Coordination and Management

Coordination meetings. The Stantec team leaders and others, as needed, will meet with the City's Project Manager to provide a regularly-scheduled time for core team members to check in on task objectives, progress, data needs, and overall status. We will coordinate with the City's Project Manager to select a virtual meeting platform or phone call and to provide a brief agenda and results of each meeting. Typically, these meetings occur every two weeks to once a month, depending on project need.

Project task meetings. The Stantec team will have up to two virtual working meetings with City staff on the activities and documents for each Task. The first meeting will focus on the scope details for each task and the second meeting will occur after staff review of deliverables to discuss any issues and revisions.

Phase 1 Deliverables

- Project Team Kickoff Meeting
- Finalized Work Plan and Schedule

Task 2: Community Engagement and Participation

In collaboration with the city, the Stantec team will organize a program of community engagement and participation that encompasses the topic areas covered by this partial update of the General Plan—Housing, Land Use (including the new ordinances), Safety, Environmental Justice, and Circulation/Complete Streets.

2.1 Community Engagement Plan

The Stantec team will collaborate with the City to prepare a Community Engagement Plan early in the project process. The activities described below constitute a potential participation program but may be modified through discussions with the City. We anticipate primarily online engagement and we recognize many families do not have computers or high-speed internet at home and might not be able to access elaborate web-based platforms effectively. However, nearly every household has a smartphone, so in structuring our digital platforms, we make sure they are fully accessible on small, mobile screens. Our team currently use several tools and platforms to host and facilitate digital community outreach and engagement, including Zoom, Socialpinpoint, and Mural which each offer a variety of tools organized in a convenient and easy-to-access online portal. We understand that the majority of Maywood's population is Spanish-speaking and we are fully ready to provide Spanish language materials, outreach, and activities in collaboration with the City.

2.2 Online Information Hub

We anticipate that the City will create a web portal or web page on the City website that will host information, participation opportunities, a question and comment box, surveys, workshop materials, results of surveys and workshops, draft documents, and so on for the update project. Stantec will provide the City with materials and documents to post on the web, as well as document questions and comments received through the comment box.

2.3 Advisory Group

An advisory group representing residents and local organizations relevant to all the update topics, should be convened to provide their knowledge about current issues and advice on the policies, goals, objectives and programs for the update. For each of the following topics, there would be one meeting after the team has reviewed existing plan for each topic area and is beginning to develop the new updates, and another meeting to review the draft of the update for the topic area.



2.4 Interviews and focus groups

Stantec will work with the City and others to identify stakeholders representing residents, public, private,

and non-profit sectors. The Stantec team will conduct interviews and focus groups to gather input from identified stakeholders. In addition, we will meet with relevant City staff and Board and Commission members to solicit input about specific plan elements. We expect to complete up to 25 interview/focus groups in total.

2.5 Surveys

We anticipate creating several short digital surveys, mobile-friendly and ideally taking no more than 5 minutes to complete, during the course of the project to solicit public opinion on relevant issues. In collaboration with the City, we will seek to reach out through community organizations to encourage participation in the surveys. Hard copy surveys will be available at the Maywood Cesar Chavez Library and/or City Hall.

2.6 Online workshops

Stantec will hold a first round of interactive online workshops for each of two following topic areas: 1) Housing Element, Land Use, and Circulation update; and 2) Climate Change (update to the Safety Element) and Environmental Justice Element. In these workshops, the team will provide a short presentation on the update project and specific requirements for the topics, ask the

participants to discuss needs and priorities (dividing into small breakout groups as necessary), and then report back to the group as a whole. A second round of workshops will be held to present the proposed modifications or new policies, goals, objectives, and programs to these clusters of element updates. The second round will be organized to elicit comment on the proposed updates and, as needed, include breakout groups. We are experienced in using videoconferencing platforms (Zoom, Google Hangouts, etc.) including with mobile devices. Recordings of online workshops can be recorded for posting on the project web page.

2.7 Public Review of the Plan Updates.

Public Review Drafts of the updated elements will be made available on the City website and in hard copy at the Maywood Cesar Chavez Library and/or City Hall. The project team will document written comments received. The comment document will be in the form of a matrix that will include columns for project team responses and staff recommendations.

Phase 2 Deliverables

- Community engagement plan
- Materials for the project page on the City website
- Surveys and analysis of results
- Interviews and focus groups
- Public Online Workshops and Materials
- Public Comment Documentation
- Assistance in preparation of staff reports and presentation to the Planning Commission and City Council
- Virtual or physical presence at up to three meetings/hearings held by the Planning Commission or City Council

Task 3: 6th Cycle Housing Element (May – October 2021)

We will work with the City to analyze the performance of the 5th Cycle Housing Element over the 2014-2021 planning period, update data and housing conditions, identify and develop plan goals, policies, and actions for inclusion in the updated Housing Element, and identify needs to align other General Plan elements for consistency. To accomplish this, we will evaluate housing services (public and private/non-profit) to determine their effectiveness and recommend strategies to improve services (as necessary) as well as identify available tools to help Maywood meet current and future housing needs. These strategies will address any constraints to housing opportunities and incorporate recommendations identified in previous tasks. It is anticipated that the City will seek to address and remove barriers to housing, encourage housing development, improve and conserve the existing housing stock, preserve the affordability of at-risk housing, and promote fair/equal housing opportunities.

Community Engagement and Participation. Community engagement for the Housing Element update will occur as part of the overall process, as described in Task 2.

3.1 Review and Assess 5th Cycle Housing Element

The Stantec Team will review the 5th Cycle Housing Element certified in 2019 to identify necessary updates and revisions to reflect the community's priorities and comply with current California law and HCD requirements to ensure the updated Housing Element will be certified. During this review, Stantec will identify outdated and/or irrelevant content and analyze Maywood's progress implementing the goals, objectives, policies, and programs identified in the most recent Housing Element to determine the plan's effectiveness.



3.1.1 Implementation and Effectiveness. Relying on City reports, including the Housing Element Annual Progress Reports, we will evaluate housing goals, objectives, policies and programs to determine whether actions exceeded, met, or fell short of the stated goals. We will highlight lessons learned and identify ways in which the updated Housing Element can build upon these lessons and incorporate this analysis.

3.2. Housing Needs Assessment and Projected Housing Needs

The Stantec team will complete a Housing Needs Analysis compliant with California State Housing Law. We will quantify and analyze existing and projected housing needs, population and employment trends including: housing stock conditions, housing tenure, household ability to pay, condition of housing stock, and extent of overcrowded households. Analysis of existing and projected needs for all income levels will include the Regional Housing Need Allocation (RHNA) and existing and projected need for extremely low income households. In addition, the team will identify and analyze special housing needs, such as elderly, persons with disabilities, large households, female-headed households, and homeless persons, and we will inventory any risk-units. The Needs Assessment will include discussion of resources available to address housing needs.

3.3 Meeting Housing Needs

The Stantec team will prepare goals, policies, quantified objectives, and programs, with accompanying analysis to meet the RHNA allocation and other housing needs.

3.3.1 Inventory and Analysis of Adequate Sites.

The Stantec team will evaluate the interaction between the City's RHNA Allocation and dwelling unit capacity, identify specific sites with potential for housing development within existing regulations and infrastructure capacity and prepare a Residential Suitable Land Inventory. As part of this analysis, we will identify sites and the number of units necessary to meet the lower-income housing needs based on the RHNA. Stantec will identify substantially rehabilitated and affordable units (both those that have been converted to affordable housing and those that are preserved as affordable housing) to ensure the City receives appropriate RHNA credit.

City assessor data, zoning and land use regulations, AB 686, as well as public and municipal input will be used to develop this assessment. Other considerations will include existing land uses, market trends, development patterns, whether development incentive programs would be available, environmental constraints, and other factors. The site-specific listing analysis will demonstrate that the land is suitable for development within the planning period



and that sites and zoning are sufficient and appropriate to accommodate the City's share of the regional housing need for all income levels. In addition, the analysis will include whether climate change impacts will affect site suitability, as indicated in the Safety Element, and whether the inventory can provide for a variety of housing types.

City staff and others will provide information to the Stantec team about current parcel uses, including a confirmation of vacancy status. As necessary, the Stantec team will work with staff and others to identify and outline necessary zoning changes to enable the City to meet the need for additional housing units.

3.3.2 Analysis of Potential Governmental and Non-Governmental Constraints. The assessment will include an analysis of actual and potential government constraints, such as land use controls, building codes and enforcement, site improvement requirements, fees and other exactions, local processing and permit procedures, housing for persons with disabilities, and transitional housing and supportive housing. Potential non-government constraints, actual and potential, will also be analyzed in terms of financing availability, price of land, and cost of construction.

3.3.3 Analysis of Energy Conservation Opportunities.

Stantec will prepare the energy conservation section of the element by inventorying and analyzing opportunities for energy saving features in materials, building systems, and design in residential development and retrofitting of decent, safe and affordable housing.

3.3.4 Analysis of Assisted Housing At-Risk of Converting to Market Rate. A project inventory will be prepared of assisted housing that could be converted to market rate

rents because of expiration of affordability restrictions within ten years in mortgage and/or rental subsidy contracts. The analysis will assess the conversion risk, estimate and analyze the cost of replacement versus preservation for units at risk, and identify entities qualified to preserve at-risk units, and identify financing and subsidy resources.

3.3.5 Quantified Objectives. Stantec will prepare quantified objectives for the maximum number of housing units by income category that can be constructed, rehabilitated, and conserved over the Housing Element time period.

3.3.6 Housing policies and programs. Stantec will prepare a set of policies, goals, and objectives through programs of specific action steps to implement the policies and achieve the goals and objectives. The programs will include an implementation timeline of short-, medium-, and long-term action steps, measurable outcomes and performance measures, and where appropriate, specific funding sources. The housing programs will address six areas:

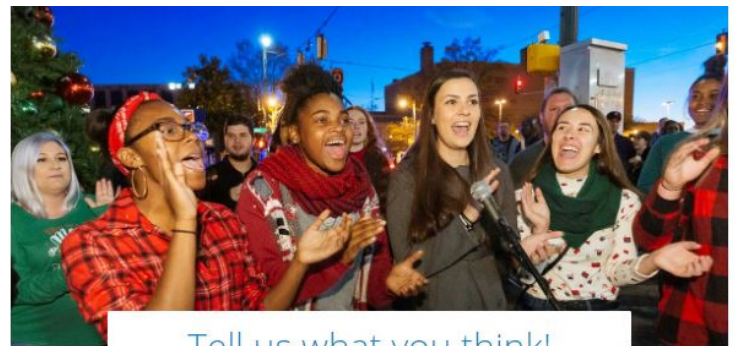
- Adequate sites. Existing adequate site capacity and zoning to accommodate regional housing need, or a program to make sites available for a variety of housing types within the planning period with appropriate zoning and development standards.
- Assist in the development of adequate housing to meet the needs of Extremely Low-, Low-, and Moderate-Income households. Strategies to meet the housing needs of these groups, including special needs households.
- Address and remove governmental constraints. Programs to address and remove or mitigate governmental constraints related to policies, procedures, or requirements.
- Conserve and improve the condition of existing affordable housing stock. Activities such as physical improvements, code enforcement, weatherization programs, preservation policies, and so on.
- Promote housing opportunities for all persons. Support, implement, and affirmatively further fair housing opportunities. In compliance with AB 686, the housing element will include a program to affirmatively further fair housing opportunities throughout the community. Moreover, particular attention will also be paid to populations with special housing needs, including unhomed populations, households with disabled individuals, seniors, female-led households, and large/ multi-generational households.
- Preservation of units at risk of converting to market rate. Actions to preserve units identified as at risk tailored to specific conditions.

3.4 Draft 6th Cycle Housing Element

The Stantec team will update the Maywood General Plan Housing Element to comply with 6th Cycle requirements based on the data and analysis, quantified objectives, and policies and programs developed in the preceding tasks. The results of community engagement, as described in Task 2, will also be incorporated into the draft. In addition to identifying consistency issues related to other General Plan elements, the Housing Element will include attention to the relationship of housing to climate change, health, transportation, economic development, and education. As needed, maps, diagrams, photos, drawings, charts, graphs, and tables that are visually-appealing and user-friendly will also be included in the draft.

3.5. Administrative Review Draft and Public Review Draft

Stantec will prepare an administrative draft for review by City staff and, after any required revisions, prepare a Public Review Draft to be put on the City website and in the public library for comment by the public, Planning Commission, and City Council.



Tell us what you think!

Using the tools below, share your feedback and comments to help us wrap up the planning process.

Give us your ideas and feedback!

These tools help us gather important ideas and feedback as we wrap up the planning process.



Share your ideas

Did we miss anything? Let us know what else we should include.

Add your ideas



Map anything we missed

Did we miss anything important in the plan? Show us where on a map and tell us about it.

Add to the map



Prioritize objectives

Help us prioritize the plan's framework objectives.

Take The Survey



3.6 Final Housing Element Update, City Adoption and HCD Certification

Stantec will work with the City to make any revisions based on the Public Review and prepare a Final Housing Element Update for adoption and for HCD Certification. HCD is required to complete its process within 90 days. The Stantec team will support the City through the HCD review and certification process.

Task 3 Deliverables

- Draft Housing Element including:
- Housing Assessment and Needs Analysis
- Future Housing Needs Projection
- RHNA Site Analysis
- Policy Review and Resource Identification Analysis
- Housing Element Public Review Draft
- Final Housing Element
- HCD Certification process

Task 4: Land Use Element Update: ADU Ordinance; Development Standards (August 2021 - March 2022)

Community Engagement and Participation.

Community engagement for the update of this element, will occur as part of the overall process, as described in Task 2.

4.1. Review of Land Use Element

Stantec will review the Land Use Element to determine if there are any conflicts with implementation of the 5th Cycle Housing Element and the 6th Cycle Housing Element Update

which require updating of the Land Use Element.

4.2 Land Use Element Updates

The Land Use Element will be updated based on the results of Task 4.1. The 5th Cycle Housing Element led to the adoption of an R-SA (Residential-Senior and Affordable Housing) Zoning Overlay district to allow for a maximum density of 72 units per acre for senior housing and 48 units per acre for affordable housing. The R-SA land use and an Emergency Services Overlay designation established by the Housing Element must be established in the text and map of the Land Use Element of the General Plan. Other changes related to Land Use may be needed, such as updates to the Density Bonus Ordinance, an Accessory Dwelling Unit ordinance, and ordinances related to transitional and supportive housing and reasonable accommodations.

4.3 ADU (Accessory Dwelling Unit) Ordinance and Design and Development Standards

Stantec will draft an ADU Ordinance that meets the requirements of the Housing Element and City needs. We will consult the Accessory Dwelling Unit Handbook published in December 2020 in drafting the ADU Ordinance. Design and development standards using best practices appropriate to the Maywood context will also be developed, including graphics such as illustrations and photos for effective communication and administration.

4.4 Draft and Final Updated Land Use Element, ADU Ordinance, and Design/Development Standards

Give us your ideas and feedback!

These tools help us gather important ideas and feedback as we wrap up the planning process.



Interactive map

Share your ideas about how to improve downtown

Add to the map



Prioritization survey

Help us prioritize the plan's key concepts and recommendations

Take The Survey



Discussion forum

Share additional thoughts and see what other downtown residents and stakeholders are saying about the plan.

Join The Discussion

Stantec will provide drafts of the updated Land Use Element, ADU Ordinance, and design and development standards to City staff for review, make any required revisions and prepare a public review draft for comment by the public, Planning Commission, and City Council. The team will then complete any required revisions and prepare final documents for adoption.

Task 4 Deliverables

- Review memorandum on Land Use Element and required updates
- Draft ADU Ordinance
- Draft Design/Development Standards
- Draft and Final Updated Land Use Element
- City review meeting on drafts
- Revised and final documents: Updated Land Use Element and Ordinances
- Assistance to the City in public review of these documents

Task 5: Review and Update Safety Element (May - December 2021)

The requirements of the Safety Element are intended to protect the City from unreasonable risks associated with the effects of seismic hazards such as induced surface rupture, ground shaking, ground failure, tsunamis, seiche, and dam failure, slope instability leading to mudslides and landslides, subsidence, and liquefaction. The Safety Element also covers hazards from flooding, wildland and urban fires, and climate change. The State requires that climate change updates to the Safety Element be updated by January 1, 2022. This update will focus on the new climate risk and adaptation requirement.

As required when a Safety Element is revised, Stantec, in collaboration with the City, will consult with the California Geological Survey of the Department of Conservation and the Office of Emergency Services at the beginning of the Safety Element updating process to see if there are any required changes to the discussion of seismic risks in the existing General Plan.

Community Engagement and Participation.

Community engagement for the update of this element, especially the section on Climate Change Vulnerability, Adaptation, and Resilience will occur as part of the overall process, as described in Task 2.

5.1 Review the existing Safety Element for compliance with state requirements.

Stantec will review the Safety Element in the existing General Plan for policies, goals, objectives and programs that reduce short and long-term risks resulting from natural hazards and

locally relevant hazards, such as hazardous materials spills and hazards and hazard abatement provisions, to guide local decision related to land use regulations and entitlement permits. General hazard and risk reduction standards related to State and Los Angeles County Hazard Mitigation Plans will be included as relevant.

5.2 Climate Change Vulnerability, Adaptation, and Resilience

Stantec will draft a new climate change section for the Safety Element that addresses climate change adaptation and resiliency strategies using the Adaptation Planning Guide, tools such as Cal-Adapt, information from city staff, community members, and local agencies.

5.2.1 Vulnerability Assessment. The team will create a vulnerability assessment that includes:

- Identification of climate change risks and potential impacts and their geographic locations in Maywood.
- Adaptation and resilience goals, policies, and objectives
- Feasible implementation measures designed to carry out the goals, policies and objectives including methods to avoid or minimize climate change impacts associated with new uses of land; location of new essential public facilities outside of at-risk areas; designation of adequate and feasible infrastructure located in an at-risk area; guidelines for working cooperatively with relevant local, regional, state, and federal agencies; and the identification of natural systems and infrastructure for use in adaptation.
- If relevant, Stantec will summarize and include by reference any provisions from the Los Angeles County Hazard Mitigation Plan or other climate adaptation plans, showing how they meet the climate change requirements of the revised Safety Element.

5.3 Draft Safety Element Amendments

Stantec will provide the needed amendments to the Safety Element to city staff for review in an administrative draft and make revisions as required.

5.4 State Review of Safety Element Amendments

As required, the Draft Safety Element amendments will be provided to the California Geological Survey of the Department of Conservation for review if all known seismic and other geologic hazards are addressed.

5.5 Public Review Draft and Final Revised Safety Element

Stantec will prepare a public review draft for comment by the public, Planning Commission, and City Council. After revisions as required, Stantec will prepare the Final Revised Safety Element.

Task 5 Deliverables

- Draft Safety Element Amendments for review by city staff
- Public Review Draft of the revised Safety Element
- Final Revised Safety Element

Task 6: Environmental Justice Element (December 2021 - May 2022)

All of Maywood appears to qualify as an environmental justice community and has a history of pollution and environmental health risks (including a partially remediated Superfund site), as well as other relevant characteristics, including community activism around environmental issues. For these reasons, we believe that it is beneficial to create a separate environmental justice element as part of this General Plan update.

Community engagement and participation. Community engagement for this element will be conducted as part of the process described in Task 2.

6.1 Develop draft EJ goals, objectives, policies and programs

6.1.1 Identify disadvantaged communities covered by the General Plan. According to the maps in the CalEnviroScreen website, the entire City of Maywood qualifies as an environmental justice area due to socio-economic characteristics and disproportionate pollution burdens.

6.1.2 Review Existing EJ Policies and Programs. The Stantec team will identify existing policies and programs and evaluate their effectiveness. Measures and metrics to evaluate effectiveness will include:

- Equitable distribution of benefits and environmental burdens
- Effectiveness in managing pollution risks and facilitating well-rounded services
- Needs and methods to strengthen existing policies for health, resilience, equity and environmental justice
- Needs to create additional policies or programs
- Identification of partner agencies that should be working on policies and programs or who have related activities that can be leveraged
- Identification of any new legislation since creation of policies or programs
- Identification on any specific responsible parties and timelines in existence

6.1.3 Program and partner analysis. In collaboration with the City, The team will reach out to existing internal and external agencies and organizations to identify partners who are addressing EJ issues.

6.2 Develop Draft EJ policies, goals, objectives, and programs

Stantec will develop draft goals, objectives, policies, and programs to meet the statutory requirements:

- Reduce exposure to pollution, including air quality (indoor and outdoor) and water quality with attention to reducing unique or compounded health risks
- Promote public facilities



- Promote food access including identification of health and food insecurity issues
- Promote safe and sanitary homes, including by reference relevant aspects of the housing element
- Promote physical activity, including parks, active transportation access and safety, and complete streets policies and implementation (by reference to Circulation Element updates)
- Reduce any unique or compounded health risks not addressed above; land use compatibility
- Promote civic engagement in public decision-making
- Prioritize improvements for disadvantaged communities

6.2.1 Assess Climate Change/Resilience and Other

Impacts. The team will connect the EJ Element to the new Climate Change and Resilience sub-element of the Safety Element. In addition, the EJ Element will include an assessment of any tradeoffs, cumulative impacts, impacts on neighboring jurisdictions, and other non-environmental burdens.

6.3 Administrative Review Draft and Public Review Draft

Stantec will prepare an administrative draft for review by City staff and, after any required revisions, prepare a Public Review Draft to be put on the City website and in the public library for comment by the public, Planning Commission, and City Council.

6.4 Final Environmental Justice Element and City Adoption

Stantec will work with the City to make any revisions based on the Public Review and prepare a Final EJ Element for adoption.

Task 6 Deliverables

- Draft Safety Element Amendments for review by city staff
- Public Review Draft of the revised Safety Element
- Final Revised Safety Element

Task 7: Update Circulation Element with Complete Streets (September 2021 - February 2022)

Maywood has a long-established transportation system. Today, a majority of the City is within ½ mile of existing high-quality transit corridors (Metro bus routes 108 on Slauson Avenue and 260 on Atlantic Boulevard) or future Transit Priority Areas (TPA) which have, or will have, 15 minute or less headways during the AM and PM peak commute hours.

The existing Circulation Element was written before the state requirement for a Complete Streets component and the primary focus of the update to the Circulation Element will be to incorporate the City's recently adopted Complete

Streets policy and any modifications needed to plan for Complete Streets. Stantec will use the state's guidance in the "Update to the General Plan Guidelines: Complete Streets and the Circulation Element" (2010). The transportation assessment will be prepared consistent with the current CEQA guidelines and Senate Bill 743 (SB 743) which requires that transportation impacts be assessed based on vehicle miles traveled (VMT) instead of level of service (LOS) or delay. The updates to the Circulation Element will be focused on goals and policies relative to Complete Streets and does not include a detailed transportation/circulation analysis.

Community Engagement and Participation.

Community engagement will occur through the overall process described in Task 2.

7.1. Review of Existing Circulation Element

Stantec will review the Circulation Element prepared for the 2007 General Plan to identify any information that can be updated with existing data and implications for goals, policies, objectives, and programs.

7.2 Draft a Complete Streets Sub-Element

The required Complete Streets section of the Circulation Element focuses on planning for "a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the...context of the general plan." [Government Code §65302(b)(2)(A)] Stantec will collect relevant existing data and develop goals, policies, objectives, and programs to support implementation of the City's Complete Streets Policy adopted January 13, 2021.

7.3 Additional Circulation updates

Stantec will develop goals and policies for the Circulation Element that reflect current conditions and standards. These topics may include level of service, Intelligent Transportation Systems, street/ highway and bicycle path classifications, regional/local routes/access, public transportation/transit, and parking.

7.4 Transportation VMT Assessment

Stantec will conduct a qualitative transportation assessment to determine any potential transportation-related impacts of the Housing Element. If needed, we will request additional information from the City on the additional residential units (e.g., location, size, type, affordable, etc.) to prepare a net trip generation analysis (comparing the 5th Cycle Housing Element to the proposed 6th Cycle Housing Element Update) and VMT assessment. For the VMT assessment, it is assumed that a qualitative analysis would need to be prepared and that a majority of the City may be screened-out of further (quantitative) VMT analysis because of current

or future transit access. Also, other VMT screening criteria from the state Office of Planning and Research (OPR) will be applied to the project (such as the 110 daily trip threshold and 100% affordable housing development) where applicable.

Task 7 Deliverables

- Draft Circulation Element amendments for review by city staff
- Public Review Draft of the revised Circulation Element
- Final Revised Safety Element

Task 8: Environmental Review (September 2021 - May 2022)

Stantec will complete an environmental review under the California Environmental Quality Act (CEQA) to identify any potential impacts that may occur based on the above updates to the City of Maywood General Plan and submit it for review. Based on information available at this point, we anticipate that the 6th Cycle Housing Element and other General Plan updates would not result in significant unavoidable adverse impact to the physical environment. The environmental review will focus only on the changes proposed by the proposed General Plan amendments. As required, there will be consultation with public agencies and the public on the proposed amendments. The General Plan updates to the Housing, Land Use, Safety, Environmental Justice, and Circulation Elements will build on the existing City's General Plan and previous analysis prepared for the General Plan. Stantec will prepare a CEQA Initial Study, using the Initial Study Checklist, and if, as expected, there is no significant unavoidable adverse impacts to the physical environment, Stantec will prepare a Negative Declaration. Should any new potential adverse environment impacts be found, Stantec will work with the City to identify the relationship with the previous EIR for the General Plan and identify any mitigation measures. No additional technical analysis would be provided under this project.

8.1: Initial Study & NOP

Using the existing data, Stantec will prepare the Admin Draft Initial Study in accordance with Appendix G of the CEQA Guidelines. The purpose of the Initial Study will be to focus the scope of the topics to be potentially further analyzed. Stantec will prepare the Initial Study for distribution with the Notice of Preparation (NOP), which is required pursuant to CEQA.

Stantec will also prepare a NOP for referral to all interested parties, affected agencies, and others, consistent with the City's approved format. The NOP will contain all statutory requirements, including the Project Description, Project location, the date, time, and place

of the public scoping meeting, the address where the documents are available for review, the address where comments may be sent, and the deadline for submitting comments. Stantec will deliver the NOP to the State Clearinghouse and provide the City with a date-stamped copy of the document received by Office of Planning and Research (OPR). City staff will circulate to all other recipients. Stantec assumes one round of consolidated comments on the Initial Study and NOP.

Task 8 Deliverables

A Draft Initial Study and Final Initial Study will be produced by Stantec and will be completed within approximately six (6) weeks. A final Initial Study will be completed approximately two (2) weeks after receipt of consolidated comments from the City on the draft Initial Study. A Notice of Preparation will also be produced by Stantec for referral to all interested parties, affected agencies, and others, consistent with the City's approved format.

Task 9: Prepare Negative Declaration

Based on our professional experience and consultation with the City of Maywood, CEQA will be satisfied through the preparation of a Negative Declaration. Stantec will develop a Negative Declaration including a project description. The Negative Declaration will evaluate the potential project impacts on the resource areas covered under CEQA following the Environmental Checklist, Appendix G of the CEQA Guidelines. These resource areas include:

- Aesthetics
- Air Quality
- Agricultural Resources
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gases
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic
- Tribal Resources
- Utilities and Service Systems
- Mandatory Findings of Significance

Our team will compile all sections of the document, including attachments and appendices (if any), and will conduct a thorough internal technical peer review, senior review by the Principal in Charge/Project Manager, Quality

Assurance (QA)/ Quality Control (QC) review, and editorial review to ensure an appropriate level of technical content, readability, and consistency prior to submittal to the City for review.

Task 10: Project Management and Meetings

This task consists of those management activities that ensure Stantec's ability to keep the City's Project running smoothly on time, and within budget. As the liaison between Stantec staff and the City staff, Stantec's Principal in Charge/Project Manager will ensure that information is distributed appropriately, that comments regarding Project-related issues are communicated effectively and efficiently, and that financial performance is tracked regularly (i.e., invoices). The detailed cost estimate included in Appendix C includes the programmed meetings summarized below.

Stantec will participate in monthly project status meetings with the City, which will be held via conference call. Kevin Kohan will also virtually attend various staff and public hearings on the Negative Declaration, and adoption hearings. In addition to the meetings listed below, regular communications and status meetings involving the Stantec Principal in Charge/Project Manager, and City staff, either by telephone conference call or email, are anticipated throughout the duration of the contract. This task also consists of the ongoing management activities that ensure Stantec's ability to keep the Project running smoothly, on time, and within budget.

Kevin will ensure information is distributed appropriately, comments regarding Project-related issues are communicated effectively and efficiently, and financial performance is tracked regularly (i.e., invoices). Monthly progress reports will be provided to the City. Stantec's Principal in Charge/Project Manager will also ensure that consultation and coordination occur, as needed, with outside agencies and individuals throughout the process. Kevin will virtually attend the following meetings:

- One Project initiation meeting
- One working meeting with City staff as necessary to discuss comments on the Negative Declaration.
- Two public hearings

Additional meetings will be reimbursed at a cost of \$500 per meeting for Kevin to attend, with prior authorization by the City.

Assumptions:

Document Review Assumptions

1. Stantec anticipates one (1) round of review of the Negative Declaration.
2. The City will provide one (1) set of consolidated and reconciled comments on all draft documents.

Document Production Assumptions

1. Stantec will provide all documents to the City in electronic format (MS Word and PDF) format.
2. Stantec will provide one (1) electronic copy (MS Word and PDF) of the Negative Declaration.
3. Stantec will provide one (1) electronic copy (Microsoft Word and PDF) of the Project Description to the City.
4. Stantec will be responsible for providing the appropriate number of copies and/or electronic versions of State Clearinghouse submittals.
5. Stantec will be responsible for all required submittals to the State Clearinghouse.

Meetings and Hearings Assumptions

1. Virtual attendance at one meeting with City staff for Project initiation.
2. Virtual attendance at two public hearings

Scope Assumptions

1. Stantec will be responsible for providing the appropriate amount of copies and/or electronic versions of State Clearinghouse submittals.
2. Stantec will be responsible for all required submittals to the State Clearinghouse.
3. The Initial Study/Negative Declaration will be prepared to comply with CEQA.
4. An internal review and comment period will be conducted by the project team for each document submitted to the City.
5. Proposal does not include NEPA compliance nor processing.

Schedule Assumptions:

1. The review period for the Initial Study/Negative Declaration will be the State-mandated 30-days.
2. The City is able to complete the necessary AB 52 consultation.
3. Within 14 days of a decision to undertake the Project, the City shall provide written notification to the Tribes that requested placement on notice list.
5. Notice to Tribes shall include brief project description, location, and City contact info.
6. Tribes have 30-days to request consultation.
7. City shall begin the consultation process within 30-days of receiving Tribe's request for consultation.

Proposed Work Schedule

An overall schedule by phase is included below. It identifies general timing for public events.

Phase	Description	2021					2022									
		May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		
1	Project Initiation, Ongoing Project Management, and Community Engagements															
2	Community Engagement and Participation	<i>*Specific dates for identified public engagement activities will be finalized in coordination with the client at the onset of the planning effort</i>														
3	Cycle Housing Element															
4	Land Use Element Update; ADU Ordinance; Development Standards															
5	Review and Update Safety Element															
6	Environmental Justice Element															
7	Update Circulation Element with Complete Streets															
8	Environmental Review															
9	Prepare Negative Declaration															
10	Project Management and Meetings															





Steve Kearney

Project Manager/ Community Engagement

Years Experience

15

Education

Master of Landscape
Architecture, State University of
New York

Bachelor of Arts, English,
Skidmore College

Awards

2016 Downtown Achievement
Awards: Planning Certificate
of Merit, Downtown Brockton
Strategic Action Plan

2014 American Planning
Association National
Planning Excellence Award
for Innovation in Economic
Development and Planning,
East Franklinton Creative
Communities District Plan,
Columbus, OH

Memberships

Member, Alpha Sigma Lambda
National Honor Society

Member, American Planning
Association (APA)

As a project manager and senior planner within Stantec's Urban Places team, Steve is focused on developing urban revitalization plans at both neighborhood and district levels. In all projects, Steve structured and led the community engagement process; coordinated the work of multi-firm teams; and wrote and developed the final planning documents.

Steve was also the deputy director of planning for the City of Syracuse, where he developed a fundamental knowledge of municipal planning and operational issues and gained significant experience in city/regional comprehensive plan development, design guidelines and land use planning, brownfield redevelopment, and effective implementation strategies. Steve most enjoys the aspect of community and stakeholder engagement in his work, highlighted by his exemplary skills in public workshop and meeting facilitation, community engagement and consensus building.

Relevant Experience

Downtown Revitalization Initiatives (DRI), Albany, Hudson, Elmira, Oneonta, and Oswego, NY

Led the development of strategic, implementation-focused downtown plans for three cities in upstate New York. Each plan included a comprehensive community engagement process and identified specific projects for funding that could improve the public realm, increase density and vibrancy through mixed-use development, and improve connectivity/walkability. Each city was awarded \$9.7 million in funding to initiate revitalization efforts.

Plan CC*, Corpus Christie, TX

PLAN CC, Corpus Christi's adopted Comprehensive Plan, creates a 20-year policy and strategic framework for the entire city. The plan sets goals, policies, strategies, and implementation actions, all designed to make the vision a reality for our future.

Birmingham Comprehensive Plan*, Birmingham, Alabama (Senior Planner) *

Established a 20-year policy, strategy and implementation framework that embodied the unique personality, culture and heritage of the city of Birmingham. As Birmingham's first fully comprehensive plan since 1961, it was designed to reflect public participation, and to place Birmingham at the forefront of contemporary city life.

Friendship Court Master Plan, Charlottesville, VA

Led the development of a master plan that transforms a low-income housing development into a new connected, mixed-use, mixed-income neighborhood in the heart of downtown Charlottesville.

Fairgrounds to Future, Dayton, OH

Supported the urban design and planning a vision plan for a 32-acre former county fairgrounds site located adjacent to a regional hospital and the University of Dayton. The site is envisioned as an economic development engine providing knowledge economy jobs, new housing choices, and an emphasis on health, wellness, and sustainability in a walkable mixed-use setting. The plan will guide the property owners through a phased development process to realize these benefits.

Route 419 Town Center, Roanoke, VA

Project manager for a freshly completed plan to rethink as suburban corridor, anchored by a struggling mall, as a walkable, mixed-use town center. The plan improves quality of life for area residents, protects existing cultural assets, and outlines a complete streets redesign for the corridor.

Dayton Mall Area Master Plan, Dayton, Ohio

Leading the development of a long-range master plan to transform a successful two-square-mile, car-oriented area around the Dayton Mall into an economically competitive, walkable and identifiable “21st Century Urban Village.”

Downtown Brockton Action Strategy, Brockton, Massachusetts

Project manager for an implementation-focused revitalization and redevelopment strategy for the downtown area of Brockton. The plan calls for higher density mixed-use buildings, streetscape improvements, and innovative new amenities to attract residents, workers, and visitors to downtown.

Near East Side Neighborhood Master Plan*, Columbus, Ohio (Project Manager)

Provided redevelopment and reinvestment master planning to shape a consensus-based investment strategy for an 800-acre urban neighborhood. The neighborhood has served as a major historic center of the African American community in Columbus.

East Franklinton Creative Community District Plan*, Columbus, OH

Provided a vision and implementation plan for transforming an underutilized 200-acre urban neighborhood adjacent to Columbus’s central business district into a residential and commercial area for creative professionals.

Baltimore Choice Neighborhood Transformation Plan*, Baltimore, MD

Provided both physical and supportive services/education planning in conjunction with the HUD’s Choice Neighborhoods grant program, which aims to transform neighborhoods of concentrated poverty into healthy mixed-income neighborhoods of long-term viability.

Church Hill North Neighborhood Stabilization*, Richmond, Virginia

In conjunction with the Richmond Housing Authority and The Community Builders, this transformation plan addresses the redevelopment of several public housing complexes. The comprehensive plan emphasizes the creation of vibrant, sustainable and connected neighborhoods in a mixed-income, mixed-use community, with the goal of maximizing social and human capital.

New Bern Brownfields Area-Wide Planning Pilot Program*, New Bern, NC

Provided a revitalization plan for a historically African American neighborhood that had experienced significant decline. The plan’s focus consisted of the development of a community-driven planning framework to advance economic development and job creation, as well as framing both local environmental and public health challenges.

CHASE Planning and Economic Development Strategy*, Washington, DC

Provided planning for the Congress Heights-Anacostia-St. Elizabeths area of Ward 8 in DC to produce a new vision for future development, especially concerning workforce development, retail/commercial revitalization, redevelopment opportunity sites, affordable housing, and transportation. The project identified a strategy for leveraging public and private investments, as well as gaps and opportunities for future development.

San Antonio Housing Authority Neighborhood Master Plan*, San Antonio, TX

Provided a transformation plan and implementation strategy for the neighborhood. This included planning for the Authority’s Wheatley Courts property, which was funded by and adheres to the core goals of HUD’s Choice Neighborhoods program.



Larissa V. Brown

PhD, FAICP

Demographic and Economic Development Analyses

Education

PhD, Urban, Environmental and Latin American History, University of Virginia, Charlottesville, VA

MA, Environmental Landscape Planning and Design, Conway School of Landscape Design, Conway, MA

BA, Magna Cum Laude, History, Princeton University

Registrations/Certifications

Certified Planner #015721 and College of Fellows, American Institute of Certified Planners

Certified WBE (Woman Business Enterprise), Massachusetts

Larissa is an expert in holistic, interdisciplinary planning, integrating land use and urban design with resilience and sustainability, market analysis and economic development, housing, transportation, and infrastructure. She is the principal author of numerous award-winning plans and an experienced director of large interdisciplinary teams working on complex, multi-stakeholder planning projects with extensive public engagement and participation processes. A member of the College of Fellows of the American Institute of Certified Planners, Larissa has prepared a wide variety of plans at a range of scales, from comprehensive plans for complex cities and regions to plans for mixed-use districts, neighborhoods, and open space systems in urban, suburban and semi-rural contexts. In addition, Larissa has experience as a municipal planner, regional planner, citizen chairperson of the Cambridge (MA) Planning Board and founding board member of the Massachusetts Smart Growth Alliance.

Relevant Experience

Comprehensive Planning

Planner for the creation of an achievable vision for the future, setting the course Shelter Island, NY, Comprehensive Plan Update, Shelter Island, NY. Adoption expected late 2021. Subconsultant to Dodson & Flinker. Responsible for elements on housing, economic development, governance, and community facilities and services, sustainability review, as well as participation in community engagement.

- *City of Norwalk Plan of Conservation & Development Update, Norwalk, CT. Adopted 2019. Project director and principal author.
- *Wellesley Unified Plan, Wellesley, MA. Adopted 2019. Project director and principal author.
- *Fontana Forward General Plan Update, Fontana, California. Adopted 2018. Project director and principal author.
- *Taunton Tomorrow Comprehensive Master Plan, Taunton, MA. Adopted 2018. Project director and principal author.
- *Corpus Christi Comprehensive Plan, Corpus Christi, Texas. Adopted 2016. Project director and principal author.
- *City of Birmingham Comprehensive Plan, Birmingham, Alabama. Adopted 2014. Project director and principal author.
- *City of Warwick Comprehensive Plan, Warwick, RI. Adopted 2013. Project director and principal author. *Mansfield Tomorrow Comprehensive Plan and Zoning Ordinance, Mansfield, CT. Adopted 2015. Project director and principal author.
- *Shreveport-Caddo 2030 Master Plan, City of Shreveport, Caddo Parish, Louisiana. Adopted 2010. Project director and principal author.
- *Plan for the 21st Century: New Orleans Master Plan and Comprehensive Zoning Ordinance, New Orleans, Louisiana. Adopted 2010. Project director and principal author. First post-Hurricane Katrina comprehensive plan.

Sustainability and Resilience Planning

- Green Worcester Sustainability and Resilience Strategic Plan, City of Worcester, MA. Expected adoption 2021. Project director and author. Integrated sustainability and resilience strategic plan for the second most populous city (186,000) in New England.
- *Town of Weymouth Municipal Vulnerability Preparedness (MVP) Program Plan, Weymouth, MA. 2018. Principal in charge. Process and report to raise public awareness and develop climate change resilience planning priorities for this coastal town located on Boston Harbor.
- *Town of East Lyme Coastal Resilience, Climate Adaptation, and Sustainability Study. East Lyme, CT. 2018. Principal in charge. Study to help update flood-damage-prevention policies to account for climate change and sea level rise (SLR) and to establish priority projects for climate adaptation for this town located on Long Island Sound.





Marc Norman

Affordable and Workforce Housing

Years Experience

29

Education

Master of Arts in Urban Planning, University of California, Los Angeles

Bachelor of Arts in Political Economy of Industrialized Societies, University of California, Berkeley

Boards/Committees/ Memberships

The Design Futures, CAMBA Housing Ventures, Citizens Union Foundation, Imagining America, 601 Tully Arts Center

Contact Information

Mobile: (917) 647-8944
Full resume and portfolio www.marcnorman.net/contact
Profile: <http://www.gsd.harvard.edu/#/people/marc-norman.html>

Marc is the founder of the consulting firm “Ideas and Action” and an Associate Professor of Practice at the University of Michigan, Taubman College of Architecture and Urban Planning. Marc Norman is an internationally recognized expert on policy and finance for affordable housing and community development. Trained as an urban planner, he has worked in the field of community development and finance for over 20 years. With degrees in political economics (University of California Berkeley, Bachelors of Art, 1989) and urban planning (University of California Los Angeles, Master of Art, 1992) and experience with for-profit and non-profit organizations, consulting firms and investment banks, Norman has worked collaboratively to develop or finance over 2,000 units totaling more than \$400 million in total development costs

Relevant Experience

- Downtown Revitalization Initiatives (DRI): Strategic advisor to investigate affordable and workforce housing options in small and mid-sized Upstate New York cities. Developed underwriting guidelines and leverage opportunities to incentivize upper story housing.
- Planning and financial advisory services to assist the Piedmont Housing Alliance of Charlottesville, VA preserve 150 affordable housing units and redevelop the 11-acre site into a mixed-use, mixed-income community
- At UPSTATE: managed design fellows and staff, generated scholarly research and professional projects showing how real estate development, architecture, planning, and design can help institutions and communities be vital by sponsoring competitions, teaching courses, and running programs geared to communities, students, faculty, and practitioners in design and real estate.
- Led a team of bank partners in partnership with NYC Office of Long-term Planning and Sustainability on \$30 million Clean Heat financing initiative for multifamily properties (DB).
- Led an interdisciplinary team including Harvard, MIT, and Clinton Foundation, planning multi-unit sustainable, holistic Exemplar Community Development in Zorango, Haiti (DB).
- Structured eight HOPE VI revitalizations totaling over \$800 million in Philadelphia, Atlanta, New Orleans, Chattanooga, Birmingham, Richmond, Biloxi, and Columbus GA (D+B).
- Structured \$200 million in private bridge financing and lines of credit for public and private clients. Provided long term strategic planning for public sector clients (D+B).
- Responsibility for coordinating due diligence and securing financing. Primary responsibility for securing tax credit allocations and structuring bond financing in mixed finance developments totaling \$250 million.
- Underwritten a total of \$400 million in real estate involving the low income housing tax credit; closed over \$300 million throughout the country with for-profit and nonprofit general partners.
- Responsible for all project- and investor-related coordination and due diligence with lenders, attorneys and general partners, from letter of intent through partnership closing.

IDEAS AND ACTION



Alison LeFlore

AICP

Years Experience

11

Education

MA, Urban + Environmental
Policy + Planning, Tufts
University, Medford/Somerville,
MA, 2012

BS, Environmental Policy
and Development, Worcester
Polytechnic Institute,
Worcester, MA, 2009

Registrations/Certifications

Provider, MA EOEEA Municipal
Vulnerability Preparedness
(MVP), Boston, MA, 2017

Certified Planner #028499,
American Institute of Certified
Planners

Memberships

Vice President, American
Planning Association
(Massachusetts)

Member, Massachusetts
Planners of Color Network

Member, American Planning
Association

Alison LeFlore is an AICP-certified planner and project manager with more than 10 years of experience with complex projects in communities large and small. Much of her consulting experience is leading municipal comprehensive master plans. Alison works to create vibrant, inclusive, and sustainable communities.

Her professional expertise is in community and master planning, GIS analysis and graphic design, and community outreach and engagement. She helps clients balance their often-competing priorities, identifying the tools and techniques that will allow clients to leverage their assets and implement their vision. Alison is a skilled facilitator who uses creative engagement techniques to make the planning process fun and compelling for all participants. She often works with non-profit organizations and in disadvantaged communities, including low income and majority-minority communities. Alison creates reports, maps, graphics, and other materials that are easy for the public to understand but capture the technical nuances of complicated planning projects.

Relevant Experience

A Blueprint for Brockton: Brockton Comprehensive Master Plan* | Brockton, Massachusetts | Project Manager

Project Manager for a multi-disciplinary team of consultants working closely with the City to launch a city-wide comprehensive planning effort with the goal of increasing community pride, recognizing the City's assets, and leveraging these assets to create a framework for the City to thrive as a prosperous, livable, and inclusive community that is poised to capitalize on opportunities for growth and economic development. The plan covers a wide range of topics including housing, transportation, economic development, land use and zoning, open space, natural resources, and municipal services.

Burlington Master Plan* | Burlington, Massachusetts | Project Manager

Project Manager of a multi-disciplinary team of consultants working to develop the Town's first master plan in more than two decades. Worked closely with town staff and the steering committee to create and execute a phased approach to addressing the various plan elements including housing, demographics and diversity, natural resources and open space, cultural resources, and town center planning. The plan balances the need for continued economic development, protecting natural resources, and enhancing existing single family neighborhoods.

Downtown Brockton Urban Revitalization Plan | Brockton, Massachusetts

Alison updated the City's Downtown Urban Revitalization Plan, the area's Urban Renewal Plan completed under MGL 121B.

Manchester Connects* | Manchester, New Hampshire | Project Manager

Project Manager of a multi-disciplinary team developing a plan to revitalize the area surrounding Manchester's Millyard. The Millyard was at the center of the City's industrial past and continues to attract creative, technology-based businesses but suffers from a lack of connectivity to Manchester's Downtown, located only a few blocks away.

Create Dunwoody: Advancing Arts, Culture & Community* | Dunwoody, Georgia | Project Manager

Project Manager for an arts, culture, and placemaking master plan for the Atlanta suburb of Dunwoody. Organized community outreach and engagement, developed the vision and strategies, and coordinated stakeholders to: create an arts and culture inventory; foster connections between organizations, individuals, and events; and create an overall strategy that balances municipal and organizational goals and leverages resources.



Phil Schaeffing

AICP, LEED AP

Planning

Years Experience

12

Education

Master of City and Regional Planning, Georgia Institute of Technology

Bachelor of Architecture, University of Notre Dame

Registrations/Certifications

Certified Planner, American Institute of Certified Planners

LEED Accredited Professional, US Green Building Council

Memberships

Member, American Planning Association

Member, Urban Land Institute

**denotes projects completed prior to joining Stantec*

Phil is a project manager, planner and urban designer focused on strengthening communities, neighborhoods, and cities. He integrates urban design with market economics, transportation, and public policy to create forward-thinking yet achievable plans tailored to the unique circumstances of each community. He manages neighborhood revitalization and master planning projects that combine community input, data-driven insights, and market realities. Phil's experience includes downtown and neighborhood revitalization, transit-oriented development, campus planning, mixed-use and mixed-income neighborhood planning, and private development planning.

Relevant Experience

Norwalk Plan of Conservation and Development, Norwalk, CT

Urban designer for a project to update the citywide plan (known in Connecticut as a Plan of Conservation and Development) for this thriving city of 89,000 located in Fairfield County on Long Island Sound. A robust community engagement program guided development of a vision, goals, strategies and actions to enhance the city's downtown revitalization projects, neighborhood improvement program, connectivity and alternative transportation networks, energy efficiency, coastal resilience, and economic development. Phil led a series of neighborhood meetings and a community design workshop during the process and developed several sections of the final plan.

Mansfield Tomorrow Comprehensive Plan, Mansfield, CT *

Planner/GIS analyst for a 20-year comprehensive plan and new zoning ordinance, which includes the flagship campus of the University of Connecticut in the village of Storrs. Funded by a federal Sustainable Communities grant, the plan focuses on balancing the rural character of much of Mansfield with expected housing and other impacts of university-driven changes including expansion of the student body and a new technology business district, and infrastructure extensions. Recommendations include new approaches to denser development in areas served by infrastructure and natural resource protection zoning approaches in rural character areas.

Downtown Revitalization Initiative (DRI), Schenectady, Albany, Hudson, and Oswego, NY

Urban designer for the development of strategic, implementation-focused downtown plans for four cities in New York. Each plan included a comprehensive community engagement process and identified specific projects for funding that could improve the public realm, increase density and vibrancy through mixed-use development, and improve connectivity/walkability. Each city was awarded \$9.7 million in funding to initiate the revitalization efforts.

Elkhart River District Implementation Plan, Elkhart, IN

Urban designer for a 90-acre downtown-adjacent area transforming into a walkable neighborhood spurred by catalytic investments from both the public and private sectors. The plan is generating significant interest from local investors who will lead the first major phase of construction. Phil developed site plans for several key sites, balancing the objectives of key users within a walkable urban design framework.

Downtown Morganton Visioning and Master Plan, Morganton, NC

Urban designer and charrette team member developing neighborhood and site plan concepts in support of a new master plan for the 36-block central business district. The master plan, adopted in February 2018, encourages experimentation and having fun in the public realm to add vibrancy to the downtown scene.

onMain: Dayton's Imagination District, Dayton, OH

Site design task leader and urban designer for this second phase of work to redevelop the former Montgomery County Fairgrounds site. As task lead, Phil is coordinating the urban design and landscape architecture aspects of the site plan development.



April Schneider

PE, LEED AP ND, ENV SP

Climate Change/ Resiliency

Years Experience

14

Education

Masters in Urban Planning and Policy, University of Illinois at Chicago

Bachelor of Science, Civil and Environmental Engineering, University of Wisconsin – Madison

Registrations/Certifications

Professional Engineer #096513, State of New York

LEED AP Neighborhood Development, U.S. Green Building Council

Envision™ Sustainability Professional (ENV SP), Institute for Sustainable Infrastructure

Memberships

Member, Urban Design Committee, American Institute of Architects

Member, Urban Design Committee, American Planning Association

Member, Women's Transportation Seminar

April has 14 years of diverse experience in urban planning, design, and engineering. She works at the intersection of these disciplines, specializing in cross-sector collaboration among multidisciplinary teams to craft strategic plans for public and private projects. On project teams, she is a big thinker who advocates for the hard, good solution, and a sharp listener who quickly identifies a potent idea. A champion of invention, she argues we should design for the future we want. April brings global best practice to all her projects, having worked across countries and contexts for much of her career, and she approaches her all work through the lens of sustainability. April is an Adjunct Associate Professor at Columbia University, teaching architecture students to think critically about how building design is impacted – and impacts – larger urban systems, particularly in the face of climate change.

Relevant Experience

Midtown District Plan, Confidential Client

April is leading the urban design and site engineering for a public benefits package being prepared by a private developer. The project includes existing site analysis and a detailed study of above and below grade infrastructure. The package includes several streetscape improvements such as widened sidewalks, traffic calming, street trees, bioswales, and seating, as well as new and improved plazas that help define a distinct district character.

Houston Skyline Master Plan, Houston, TX *

In collaboration with Snøhetta, April developed sustainable, landscape-based stormwater strategies for a 35-acre district master plan in downtown Houston.

River East Plan Master Plan, Detroit, MI

April collaborated with SOM and Rosetti to develop a master plan for a 10-acre waterfront district in downtown Detroit. In addition, she developed the sustainable energy, water, transportation, and solid waste strategies for the project.

Kabul Framework Plan, Kabul, Afghanistan *

In collaboration with Sasaki, April developed an integrated, city-wide Infrastructure Master Plan that responds to planned and projected urban growth patterns. Working with and across multiple government agencies, non-governmental organizations, aid agencies, and multi-lateral organizations, April undertook a planning effort that leveraged existing and planned infrastructure projects, provided recommendations for “quick wins”, and highlighted international best practice within the context of post-conflict cities. The Kabul Urban Design Framework recently won a 2020 AIA Award for Regional and Urban Design.

Infrastructure Master Plan, Bosque Real, Distrito Federal, Mexico *

April provided sustainable water and energy planning services to explore net-zero carbon and net-zero water discharges for a university campus in Mexico City. The plan includes a recycled water and groundwater recharge scheme, energy demand reduction and sustainable power supply strategies, and on-site urban drainage concepts.



Nels Nelson

LEED AP, ENV SP

Demographic and Economic Development Analyses

Years Experience
10

Education

Executive Education Certificate,
Harvard University Graduate
School of Design

US State Department
Fulbright Fellow

Master of Urban Environmental
Management, Wageningen
University and Research Center

Bachelor of Arts in Art & Visual
Culture, Bates College

Registrations/Certifications

LEED Accredited Professional
(Neighborhood Development),
US Green Building Council

Envision Sustainability
Professional #18561

Publications

A Comparative Approach
to City and Community
Scale Metrics: Choosing the
Framework that Fits Best,
EcoDistricts, 2018.

Prescription for Urban Design,
Healthy City Design, 2017.

Make way for people: Design
for Biking and Walking, ABX/
Greenbuild, 2017.

Nels is optimizing smart urban strategies through design guidelines and urban codes that provide structure for walkable, healthy, and sustainable places. Public and private clients across North America have entrusted Nels with transformative initiatives to deliver future-ready districts. He has overhauled the design approval processes in several communities to create a more transparent and beneficial relationship between communities and developers that results in world-class places. Nels graduated with a Master of Science diploma in the field of Urban Environmental Management and has attained the designation of LEED Accredited Professional in Neighborhood Development.

Relevant Experience

Norwalk Plan of Conservation and Development, Norwalk, CT

Planner for the creation of an achievable vision for the future, setting the course for a livable, prosperous, equitable, sustainable, and resilient Norwalk. Through a community-based process, the plan will identify areas to preserve, areas to change, and priorities for the future. We are taking an integrated approach to housing, neighborhoods, economic development, open space and the environment, historic resources, transportation and infrastructure, and more. Coastal resiliency, harbor uses, and multimodal transportation links are some of the preliminary priorities.

Elkhart River District Implementation Plan, Elkhart, IN

Urban designer for a 90-acre downtown-adjacent area transforming into a walkable neighborhood spurred by catalytic investments from both the public and private sectors. The plan is generating significant interest from local investors who will lead the first major phase of construction. Nels developed the district regulating plan and design standards for the development of a walkable urban design framework.

Taunton Tomorrow Comprehensive Master Plan, Taunton, MA

Nels co-managed the development of a new citywide comprehensive master plan for Taunton. The plan guides positive change, coordinates public investment, fosters a healthy environment, and promotes a strong local economy. The plan addresses the city's physical development, including housing, economic opportunity, environment and open space, infrastructure, and community services, with attention to the downtown, former industrial villages, our neighborhoods and parks, and all other key areas of the city. He coordinated with the Mayor's Office and the Office of Economic and Community Development, a Master Plan Advisory Committee, input from Taunton residents, city staff, elected officials, and members of the city's boards and commissions.

Water Street Tampa, Tampa, FL

As a planner on the project, Nels provided district, neighborhood, corridor and block level planning and zoning; urban design; graphic and document design and illustrations; active transportation planning; open space planning; human wellness planning; and mixed-use district planning services. The project involves developing an urban design framework for 40 acres (approximately 10 blocks) of walkable new development. Stantec worked in close conjunction with Jeff Speck for the pedestrian and public realm designs. The project will be the first certified WELL Community under the International Well Building Institute.

onMain Site Design and Preliminary Engineering, Dayton, OH

Nels led the creation of regulatory design standards for a new large-scale district in the heart of Dayton, Ohio. The resulting document was approved by the planning board and has paved the way for the development of a mixed-use project with millions of square feet of housing, office, and retail uses. The design standards create a flexible framework that addresses walkability, sustainability, wellness, open space, transportation, and other key concerns of the City staff and community at large.



Kevin Kohan

Senior Environmental Planner

Years Experience
10

Education

MA, Urban Planning, University of Southern California, Los Angeles

BS, Urban Planning, California Polytechnic State University, Pomona, California

Kevin coordinates major land development projects through the administrative review process at local, state, and federal levels for both public agency and private sector clients. He manages inter-disciplinary teams of regulatory compliance experts, planners, landscape architects, biologists, wetlands specialists, and mitigation monitors. Kevin has consulted on numerous endangered species Section 7 assignments—including coordinating a team of water engineers on implementing reclaimed water usage in Castaic, California. His clear understanding of state water issues and associated environmental policies has resulted in successfully working with the Riverside County Habitat Conservation Agency-Endangered Species. Additionally, Kevin has prepared and processed resource permits through the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, and Regional Water Quality Control Board.

Kevin currently serves his community of Thousand Oaks as a Planning Commissioner. In addition, Kevin has both sides of the planning counter experience having served as a city planner for both the private and public sectors, including the Cities of Anaheim, Pico Rivera and Lake Elsinore, where he managed environmental compliance activities for a number of major master planned communities—such as a 1,400-acre Lake Elsinore master planned community involving mining-related SMARA compliance matters.

Relevant Experience

City of Thousand Oaks On-Call Planning Services | Senior Environmental Planner

Stantec has been hired by the City of Thousand Oaks to provide on-call planning services to the City Planning Department. Kevin provides on-call staff support two times a week at the City to help expedite project entitlements including conditional use permits, annexations, environmental impact reports, zone changes, and technical studies.

Thousand Oaks Boulevard Streetscape Beautification, City of Thousand Oaks | Senior Environmental Planner

Kevin is serving the Thousand Oaks Boulevard Association in the preparation of a streetscape beautification plan for Thousand Oaks Boulevard. The project includes amendments to the Thousand Oaks Boulevard Specific Plan and preparation of a conceptual streetscape improvement plan.

City of Oxnard On-Call Planning Services, City of Oxnard | Senior Environmental Planner

Stantec has been hired by the City of Oxnard to provide on-call planning services to the City Planning Department. Kevin provides on-call staff support two times a week at the City to help expedite project entitlements including conditional use permits, annexations, environmental impact reports, zone changes, and technical studies. Kevin has previously worked for the City of Anaheim and City of Pico Rivera as a city planner.

Grayson Power Plant Repower Project, Glendale, CA | Senior Environmental Planner

Kevin is assisting the environmental task manager in the preparation of technical studies and CEQA documentation for the Grayson Power Plant in the City of Glendale. The project involves the modernization of the existing power plant including a total generating capacity of approximately 250-megawatts. In addition, Kevin has prepared the project website and graphic material on behalf of the City of Glendale. Urban Design Framework recently won a 2020 AIA Award for Regional and Urban Design.

Alberhill Villages Specific Plan*, Lake Elsinore, California | Urban Planner

Kevin managed the effort to obtain discretionary permit approvals, a full EIR, Specific Plan and Phased Development Plan for a 1,400-acre master planned community in Lake Elsinore. Kevin performed biological surveys and preparation and processing of environmental documents for approval of USACE 404, CRWQB 401, and CDFW 1603 permits. Kevin prepared jurisdictional delineations, presence absence surveys, and mining regulations under the Surface Mining and Reclamation Act (SMARA) and the high school would serve 605 students for a total of 1,138 students for the Guidance Charter School Program.



Christine Abraham

Principal Planner

Years Experience

15

Education

JD, Certificate in Environmental and Natural Resources Law, Northwestern School of Law of Lewis & Clark College

BS, Safety and Systems Management (Emphasis: Occupational and Environmental Health and Safety), University of Southern California

Professional Affiliations

Member of the State Bar of California

Cristine is an environmental consultant with over 15 years of experience in environmental review and California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documentation. She has prepared and managed all levels of CEQA documentation, from Notices of Exemption and Initial Studies in support of Mitigated Negative Declarations (MNDs) to Environmental Impact Reports (EIRs). In addition to document preparation, Christine draws from her legal background to provide a thorough peer review of environmental documents to ensure defensibility, as well as engaging in litigation support when needed.

Relevant Experience

Hidden Oaks Country Club Project EIR, Chino Hills, CA

Christine was managing the preparation of an EIR for the Hidden Oaks Country Club Project EIR, in the City of Chino Hills. Christine is currently working with City staff to determine the appropriate scope of the project's CEQA documentation, and addressing how recent changes to the CEQA Guidelines will affect the current effort. The project proposes construction of 107 single family homes with a clubhouse for the residents on undeveloped land with varying degrees of topography, including ravines and drainages, hillsides, and scenic ridgelines. Installation of new roads and utility infrastructure will be required. In addition to managing a complex CEQA document, Christine is also coordinating efforts for required biological resources assessments and tree surveys during the appropriate season, as well as managing subconsultant partners.

Treeland Homes Project EIR, Los Angeles, CA

Christine is managing the preparation of a fully-scoped EIR for the Treeland Homes Project EIR, in the Woodland Hills community of the City of Los Angeles. Christine is responsible for day-to-day coordination of the multidisciplinary team, including many technical subconsultants and legal counsel. Christine prepared the Initial Study, as well as a fully-scoped EIR that is currently under review with City Planning. Comprehensive analysis of four project alternatives was required, making this a very complex and lengthy document. The proposed project would replace the existing Boething Treeland Nursery with 95 small-lot single-family dwellings, 26 single-family homes, and an eldercare building containing assisted living and memory care rooms. The project would also incorporate approximately 22 acres of landscaped open space, including pedestrian walkways, community gardens, playgrounds, and a hiking or fitness trail. The project site has complex zoning and entitlements constraints and is largely undeveloped.

United Technologies Corporation Warner Center Project, Los Angeles, CA

Christine was leading the strategic planning and CEQA documentation for United Technologies Corporation's (UTC's) Warner Center Project, a major high-density, transit-oriented program involving the mixed-use development of approximately six million square feet of in the Warner Center 2035 Plan area. The general mix of development proposed included approximately 4,000 residential units, office development, and retail and community facilities, and a 5-acre public park. Her role also involved the coordination of a large multidisciplinary team, as well as ongoing communication with City Planning and other agency staff. A full suite of complex environmental impacts and entitlements were being addressed in the project's documentation. (The project site was recently sold to another developer, and the project as previously contemplated is no longer being proposed.)

Burbank-DeSoto Mixed-Use Project, Los Angeles, CA

Christine is currently overseeing the preparation of a tiered MND for the redevelopment of a 12-building office park in Warner Center. This project would develop nine high-rise and mid-rise buildings, each including their own parking component, totaling approximately 2.65 million square feet of floor area and a total of 5,571 parking spaces. The buildings would include office, hotel, and residential uses, some with a mixed-use component supporting retail and restaurant uses. This MND tiers off of the Certified Warner Center 2035 Plan EIR, and would continue implementation of the envisioned plan for Warner Center. The CEQA documentation is currently under review by City Planning. WELL Community under the International Well Building Institute.



EXHIBIT B

COMPENSATION

CITY OF MAYWOOD FOCUSED GENERAL PLAN UPDATE& ASSOCIATED PLANNING WORK: BUDGET

ALLOCATION OF RESOURCES														
	Total hours	Steve Kearney (\$204)	Allison Lefleur (\$165)	Nels Nelson (\$165)	Phil Schaeffing (\$174)	Anu Nallapeneeni (\$132)	Kevin Kohan (\$204)	Environmental Planner (\$149)	Liza Cohen (\$183)	April Schneider (\$183)	Larissa Brown (\$150)	Marc Norman (\$175)	Admin (\$90)	Total
Task 1: Project Initiation, Ongoing Project Management, and Community Engagement														\$ 31,956.00
1.1 Project Kickoff Meeting	20	4	8								4		4	\$ 3,096.00
1.2 Finalization of Work Plan and Project Schedule	34	10	24											\$ 6,000.00
1.3 Project Coordination and Management (Also includes Task 10 in Scope Document)	140	40	60								20		20	\$ 22,860.00
Task 2: Community Engagement and Participation														\$ 41,302.00
2.1 Community Engagement Plan	14	4	8								2			\$ 2,436.00
2.2 Online Information Hub	64	4	16	8		16							20	\$ 8,688.00
2.3 Advisory Group	50	16	16								4	4	10	\$ 8,104.00
2.4 Interviews and focus groups	36	8	8								4	16		\$ 6,352.00
2.5 Surveys	10	2	8											\$ 1,728.00
2.6 Online workshops	56	16	20		2				2		8	8		\$ 9,878.00
2.7 Public Review of the Plan Updates.	24	4	20											\$ 4,116.00
Task 3: 6th Cycle Housing Element														\$ 74,228.00
3.1 Review and Assess 5th Cycle Housing Element	48	4	20								8	16		\$ 8,116.00
3.2. Housing Needs Assessment and Projected Housing Needs	66	8	42								8	8		\$ 11,162.00
3.3 Meeting Housing Needs	80	16	30								8	16	10	\$ 13,114.00
3.4 Draft 6th Cycle Housing Element	180	16	60		32	20	4				40	8		\$ 29,588.00
3.5. Administrative Review Draft and Public Review Draft	36	4	16								8	8		\$ 6,056.00
3.6 Final Housing Element Update, City Adoption and HCD Certification	40	8	16								8		8	\$ 6,192.00
Task 4: Land Use Element Update: ADU Ordinance; Development Standards														\$ 22,276.00
4.1. Review of Land Use Element	20	4		16										\$ 3,456.00
4.2 Land Use Element Updates	52	4	8	32	8									\$ 8,808.00
4.3 ADU (Accessory Dwelling Unit) Ordinance and Design and Development Standards	10		2	4								4		\$ 1,690.00
4.4 Draft and Final Updated Land Use Element, ADU Ordinance, and Design/Development Standards	50		24	18	8									\$ 8,322.00
Task 5: Review and Update Safety Element														\$ 23,538.00
5.1 Review the existing Safety Element for compliance with state requirements.	22	4	8							6	4			\$ 3,834.00
5.2 Climate Change Vulnerability, Adaptation, and Resilience	40	4	8							20	8			\$ 6,996.00
5. 3 Draft Safety Element Amendments	48	4	24							20				\$ 8,436.00
5.4 State Review of Safety Element Amendments	12	4	8											\$ 2,136.00
5.5 Public Review Draft and Final Revised Safety Element	12	4	8											\$ 2,136.00
Task 6: Environmental Justice Element														\$ 29,736.00
6.1 Identify and review EJ goals, objectives, policies and programs	36	4	8							4	20			\$ 5,868.00
6.2 Develop Draft EJ policies, goals, objectives, and programs	100	4	20	16						20	40			\$ 16,416.00
6.3 Administrative Review Draft and Public Review Draft	22	4	16								2			\$ 3,756.00
6.4 Final Environmental Justice Element and City Adoption	22	4	12								6			\$ 3,696.00
Task 7: Update Circulation Element with Complete Streets														\$ 22,572.00
7.1. Review of Existing Circulation Element	22		4						18					\$ 3,954.00

CITY OF MAYWOOD FOCUSED GENERAL PLAN UPDATE& ASSOCIATED PLANNING WORK: BUDGET

ALLOCATION OF RESOURCES	Total hours	Steve Kearney (\$204)	Allison Lefleur (\$165)	Nels Nelson (\$165)	Phil Schaeffing (\$174)	Ann Nallapeneni (\$132)	Kevin Kohan (\$204)	Environmental Planner (\$149)	Liza Cohen (\$183)	April Scheider (\$183)	Larissa Brown (\$150)	Marc Norman (\$175)	Admin (\$90)	Total
7.2 Draft a Complete Streets Sub-Element	46	2	8			16			20					\$ 7,500.00
7.3 Additional Circulation updates	30		4			16			10					\$ 4,602.00
7.4 Transportation VMT Assessments	36		4						32					\$ 6,516.00
Task 8: Environmental Review														\$ 9,884.00
8.1: Initial Study & NOP	60		4				16	40						\$ 9,884.00
Task 9: Prepare Negative Declaration														\$ 20,740.00
9.1. Prepare Negative Delclaration	124		4				40	80						\$ 20,740.00
Total (expenses included within task totals)														\$ 299,864.00

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: April 14, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: CONSIDERATION OF REVISIONS TO THE ADOPTED CITYWIDE SPEED HUMP POLICY TO PROVIDE FOR ADDITIONAL SPEED HUMP ALTERNATIVES

RECOMMENDATION:

It is recommended that the City Council approve the revised Citywide Speed Hump Policy.

BACKGROUND:

On July 22, 2020, the City Council adopted the Citywide Speed Hump Policy in order to address the most common complaints of speeding along local residential streets. The adopted Speed Hump Policy has provided City Staff with the ability to address speeding in residential neighborhoods and to address residents concerns on a case-by-case basis.

Staff has revised the Citywide Speed Hump Policy to include additional design alternatives to consider for the installation of speed humps/speed cushions along residential roadways. The revised Speed Hump Policy establishes new design guidelines and layouts, based on standard engineering practices for consistent application. The additional design alternatives will provide flexibility in design criteria for residential streets with heavy on-street parking minimizing impacts to on-street parking. Staff recommends that Council approves the revised Citywide Speed Hump Policy.

DISCUSSION:

The revised Citywide Speed Hump Policy provides the City of Maywood with additional alternatives for the installation of speed humps / speed cushions to be used on streets with heavy on-street parking. The policy provides two alternatives for the installation of speed humps / speed cushions along heavily parked streets depending on the width of the residential street of concern. Below are the details of two speed cushion alternatives (See Attachment No. 1 – Updated Speed Hump Policy).

- **Alternative 1** involves Installation of Speed Cushions – 10-foot in width, 6-foot in length and 3-foot center as shown on Figure 1: Schematic of Speed Cushion, per the Federal Highway Administration (FHWA). Speed cushions are smaller than lane width and are rectangular or square in shape, which provides for emergency response vehicles to straddle the cushion while remaining in its respective lane. Figure 2 shows the typical dimensions and layout of speed cushion. Adjustments can be made for the gap between cushions from 12" to 24" depending on the width of the street, while still accommodating for an 8-foot parking lane on each side of the street. The speed cushions should also

use white reflective diamond striping on the cushion along with 12" white reflective paint around the perimeter of each set of speed cushions, in each direction.

- **Alternative 2** involves Installation of Speed Cushions – 6'3" in width, 6'6" in length. The speed cushions begin at the center and allow space for wheel wells to accommodate for emergency response vehicles. Each street will need to have separate designs to accommodate different drive-aisles. Adjustments can be made for the gap between cushions from 12" to 24" depending on the width of the street, while still accommodating for an 8-foot parking lane on each side of the street. The speed cushions should also use white reflective diamond striping on the cushion along with 12" white reflective paint around the perimeter of each set of speed cushions, in each direction. Figures 3 and 4 provides details and schematic of the 6'3" speed cushion.

Speed Hump / Speed Cushion Advantages and Disadvantages

The installation of speed humps/speed cushions does not necessarily mean that the problem is solved. There are advantages and disadvantages of installing speed humps/speed cushions and staff has summarized the advantages and disadvantages in Table 1 below:

Table 1

Advantages	Disadvantages
1. Potential to reduce traffic speeds	1. Care needed if placed on transit routes
2. Potential to reduce traffic volumes	2. May transfer traffic elsewhere
3. Can be used to reduce cut-through traffic	3. Not aesthetically pleasing
4. Self-enforcing	4. May cause vehicles to encroach into bicycle lane
5. Minimal impact to on-street parking	5. Not a cure-all to speeding issues
6. Minimum maintenance	
7. Cushions OK for emergency vehicles	

Advantages of installing speed humps/speed cushions include potential to reduce traffic speeds, reduce traffic volumes, reduce cut-through traffic, are self-enforcing, provide minimal impact to on-street parking, and are OK for emergency vehicles. Installing speed humps also provides the benefit of having minimal maintenance.

Disadvantages of installing speed humps/speed cushions include the need to provide care if placed on transit routes, may transfer traffic elsewhere, are not aesthetically pleasing, may cause vehicles to encroach into bicycle lane, and are not a cure-all to speeding issues.

The additional design alternatives will provide flexibility in design criteria for residential streets with heavy on-street parking and minimizing impact to on-street parking. Staff recommends that Council approves the revised Citywide Speed Hump Policy.

LEGAL REVIEW:

FISCAL IMPACT:

There is no fiscal impact with this approval.

ATTACHMENT(S)

1. City of Maywood Speed Hump Policy and Procedures 4-14-21



CITY OF MAYWOOD

SPEED HUMP POLICY AND PROCEDURES

Adopted April 14, 2021

INTRODUCTION

Speed humps have been used by many communities throughout the country as a method to reduce traffic speeds in residential streets. Although they are not recognized as official traffic control devices they have achieved widespread use and acceptance as suitable traffic calming devices, in situations where other methods have proven to be ineffective. Under certain circumstances, the City of Maywood considers the implementation of speed humps/cushions to be a viable tool to address resident concerns relating to the reduction of vehicular speeds. The purpose of this policy is to set forth a process for the implementation of speed humps/cushions and the procedure for their evaluation and an analysis for installation.

Speed humps should be installed only after a traffic survey, evaluation, and analysis has been completed under the direction of the City Engineer. Installation should be considered after other measures including, but not limited to, increased signing or enforcement have been implemented without measurable success.

ELIGIBILITY CRITERIA

The following criteria (to be determined by City) shall be met by candidate streets in order to be considered eligible for the installation of speed humps in the City:

- The street must serve direct access to predominantly residential properties.
- The street's posted speed limit must be 25 mph.
- The street must not have more than one lane in each direction.
- The street width must not exceed 40 feet from curb to curb.
- The 85th percentile speed (as determined by an engineering study) must be equal to or greater than 30 mph.
- The street must have a minimum traffic volume of 1,000 Average Daily Traffic (ADT).
- Although there is no defined maximum traffic volume, the risk of a significant traffic diversion to other residential streets must be low.
- Alternative education, engineering, and enforcement measures are deemed ineffective or infeasible.
- Street is not deemed as a primary access route for emergency vehicles by the City's police and fire department.
- Speed humps will not be installed on any street designated as a truck route or a transit route.

- Speed humps will not be installed on a portion of any street with a grade in excess of eight percent (8%). When installed on streets with significant downgrades special care should be taken to ensure that vehicles will not approach the speed hump at excessive speed.
- Speed humps should not be placed at locations unless the minimum safe stopping sight distance is provided, as defined by American Association of State Highway and Transportation Officials (AASHTO).

PROCESS FOR INSTALLATION

- 1) A request for speed hump installation must be submitted to the City's Public Works Department in writing and should include the reasons why speed humps are desired.
- 2) Upon receipt of the request, the City will evaluate the request to determine if eligibility criteria are satisfied. In addition to the identified criteria, the City's Police and Fire Department will be consulted and factors that are unique to the street will be considered. This information collectively, will be used to interpret the data and to make an overall determination of whether the placement of speed humps are appropriate for the location.
- 3) If it is determined by the Public Works Department that the street is eligible for speed hump installation, an information letter (Exhibit 1) and return postage paid ballot (Exhibit 2) will be mailed to each fronting residence.
- 4) If it is determined by the City that the street is not eligible for speed hump installation, then the resident(s) who submitted a request, will be notified in writing of the reason(s) why the street is not eligible. Should the resident decide to appeal the City's decision, they may do so by submitting a letter to the City Manager.
- 5) In order for a ballot to be considered it must be signed by the owner of the fronting residence and only one ballot per dwelling unit will be accepted. If at least 51% of the ballots are returned, at least 60% of them must favor speed hump installation. The request is then forwarded to City Council for consideration.
- 6) In the event the residential street proposed for speed hump installation is designated a safe route to school, the City Engineer may recommend and the City Council may waive the signature requirement.
- 7) If the minimum percentage of ballots in favor is not received, then the request for speed humps will be denied and no subsequent request will be accepted for the same portion of street for a minimum of twelve (12) months.

PROCESS FOR REMOVAL

- 1) A request for speed hump removal will only be considered twelve (12) months after installation. The request must be in writing and have 60% approval from fronting residents, to warrant processing. The request must identify the portion of the street in which they are requesting removal.
- 2) Upon receiving a request for removal, the City will evaluate the request for appropriateness.
- 3) If it is determined by the Public Works Department that the requested speed hump should be removed, an information letter (Exhibit 3) and return postage paid ballot (Exhibit 4) will be mailed to each fronting residence.
- 4) In order for a removal ballot to be considered it must be signed by the owner of the fronting residence and only one ballot per dwelling unit will be accepted. If at least 51% of the ballots are returned, at least 60% of them must favor speed hump removal. The request is then forwarded to City Council for consideration.

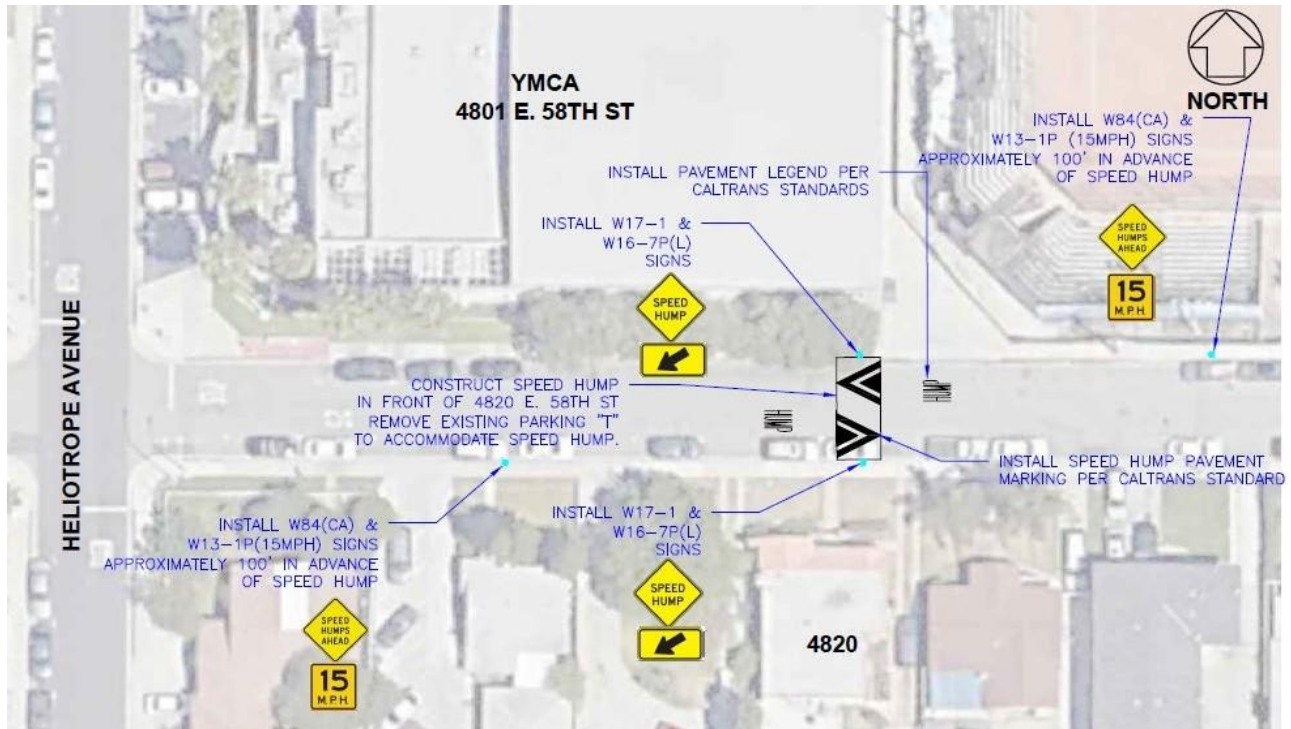
DESIGN

Speed Hump design shall be in accordance with the *Guidelines for the Design and Application of Speed Humps and Speed Tables* published by the Institute of Transportation Engineers, 2011.



- Speed humps will be 3” high, 12’ long, and span the width of the street.
- Speed humps will be constructed of asphalt concrete.
- Speed humps will be strategically placed to control speed. Isolated humps will not be installed. Spacing will generally be 200-400 feet.
- Ideally, speed humps will be placed near street lights while avoiding driveways, catch basins, and manholes.
- Speed humps must be accompanied by advanced warning signs, pavement markings and advisory speed of 15 miles per hour (mph) a least 100 feet in advance of each hump on both sides of the street.

Figure 1 – Typical Speed Hump Layout



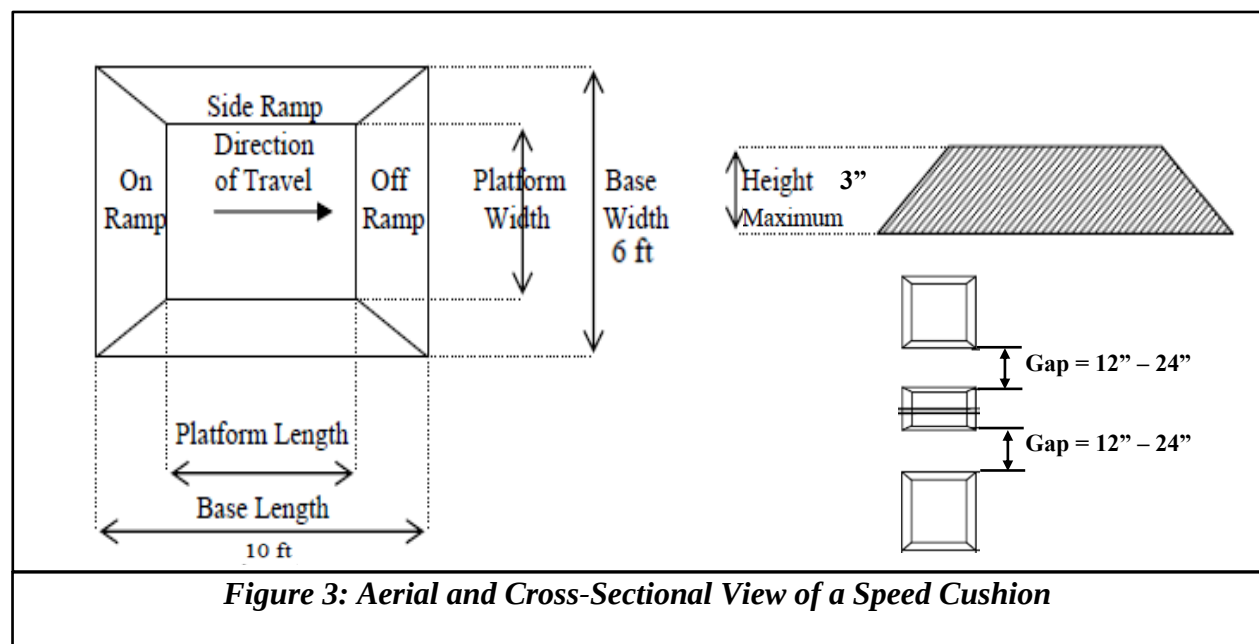
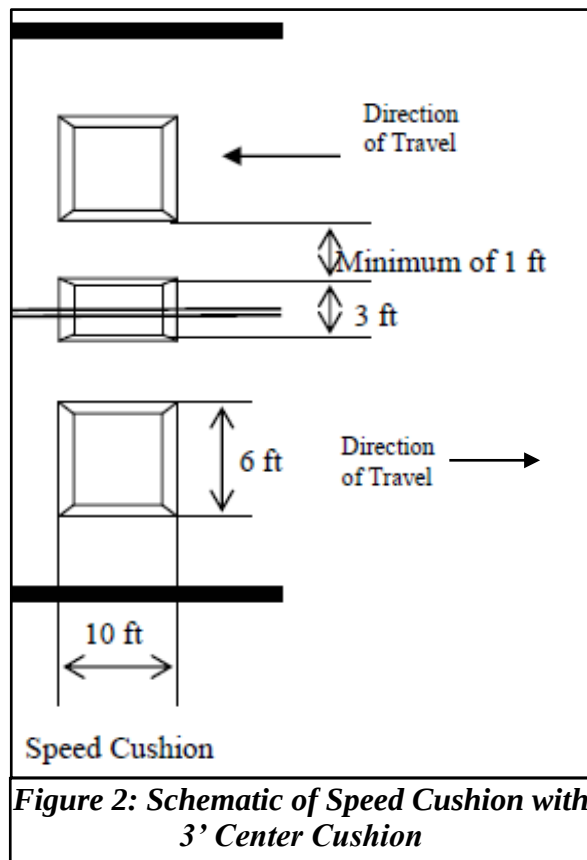
DESIGN ALTERNATIVES

- **ALTERNATIVE 1:** Installation of Speed Cushion – 10-foot in width, 6-foot in length and 3-foot center as shown on Figure 2: Schematic of Speed Hump, per the Federal Highway Administration (FHWA). Alternative 1 Speed cushions are smaller than lane width and are rectangular or square in shape, which provides for emergency response vehicles to straddle the cushion while remaining in its respective lane. Figure 2 shows the typical dimensions and layout of speed cushions. Adjustments can be made to provide a 3' center cushion and for the gap between cushions from 12" to 24" depending on the width of the street, while still accommodating an 8-foot parking lane on each side of the street. The speed cushions should also use white reflective diamond striping on the cushion along with 12" white reflective paint around the perimeter of each set of speed cushions, in each direction. Figure 3: Aerial and Cross Sectional View of a Speed Cushion provides a visual representation for the platform length and base length.
- **ALTERNATIVE 2:** Installation of Speed Cushion – 6'3" in width, 6'6" in length as shown on Figure 4: Speed Cushion Details, per LA County Department of Public Works. The speed cushions begin at the center and allow space for wheel wells to accommodate emergency response vehicles. Each street will need to have separate designs to accommodate different drive-aisles. Adjustments can be made for the gap between cushions from 12" to 24" depending on the width of the street, while still accommodating for an 8-foot parking lane on each side of the street. The speed cushions should also use white reflective diamond striping on the cushion along with 12" white reflective paint around the perimeter of each set of speed cushions, in each direction. Figure 5: Speed Cushion Layout, per LA County Department of Public Works provides a visual representation of a Speed Cushion layout.

Table 2 below provides guidance on which type of cushion to install on residential streets based on street width and parking conditions.

ADVANTAGES AND DISADVANTAGES OF SPEED HUMPS / SPEED CUSHIONS

Table 1	
Advantages	Disadvantages
1. Potential to reduce traffic speeds	1. Care needed if placed on transit routes
2. Potential to reduce traffic volumes	2. May transfer traffic elsewhere
3. Can be used to reduce cut-through traffic	3. Not aesthetically pleasing
4. Self-enforcing	4. May cause vehicles to encroach into bicycle lane
	5. Increase noise of vehicles crossing humps
5. Minimal impact to on-street parking	5. Not a cure-all to speeding issues
6. Minimum maintenance	
7. Cushions OK for emergency vehicles	



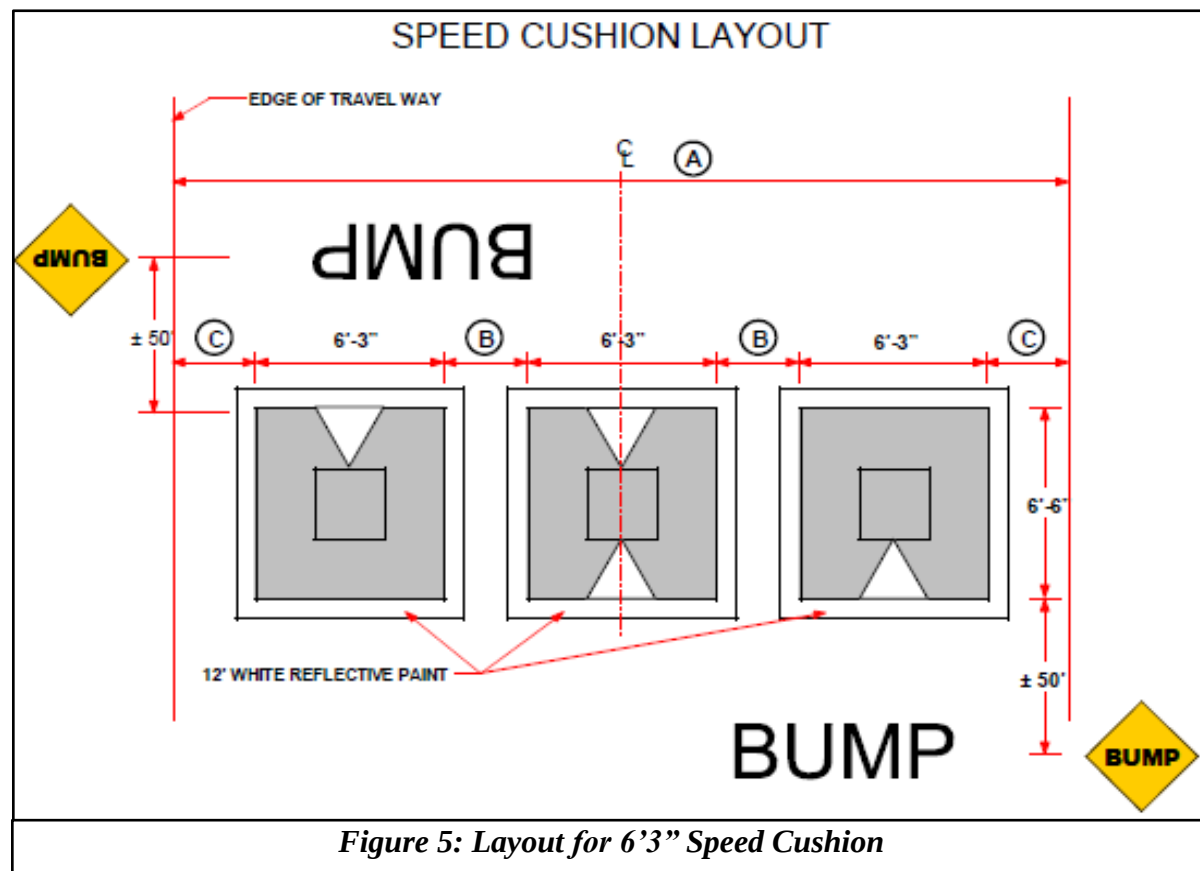
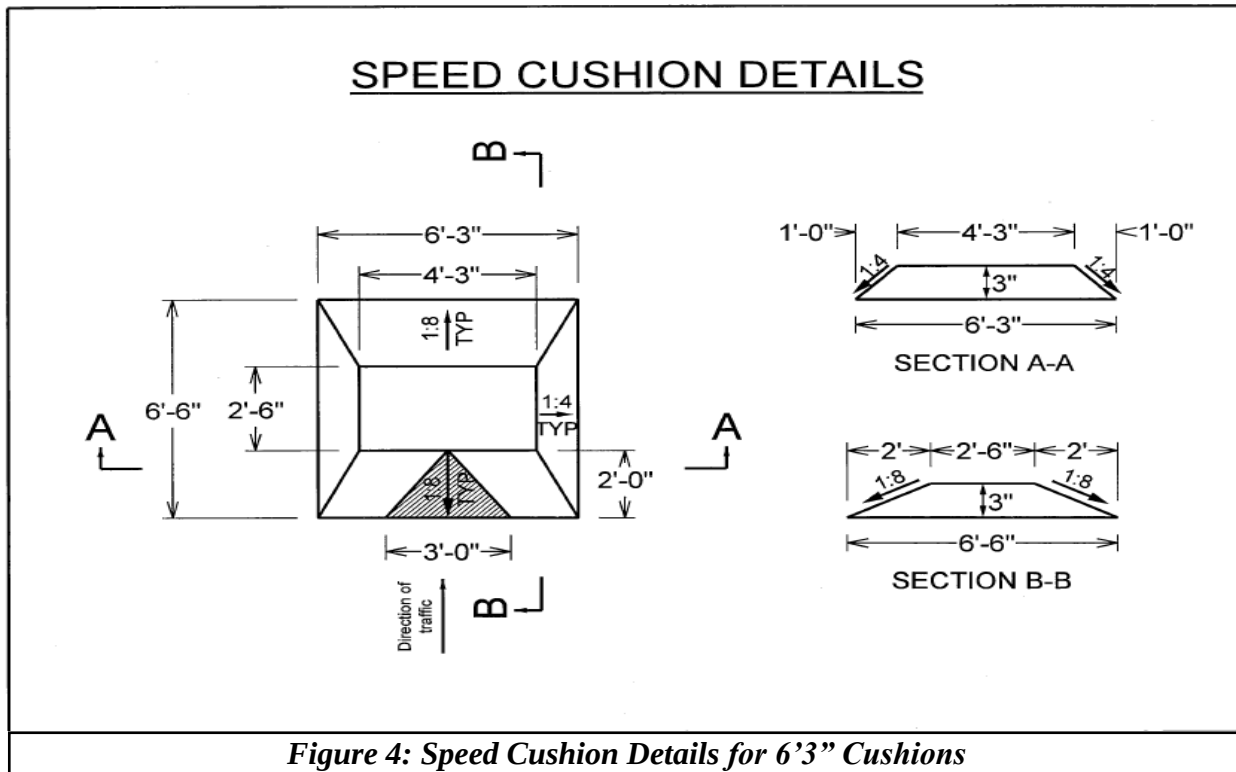


Table 2			
Street Width	A	B	C
Location Type #1: 30' - 34' street with parking on one side -(8')	Travel width is 22'-26' Use 3' center cushion with 6' side cushions (Figure 2)	1' - 6" to 2' - 7"	1' - 6" to 2' - 7"
Location Type #2: 35' - 38' street with parking on one side -(8')	Travel width is 27'-30' Use 6'3" center cushion (Figure 4)	2' to 2' - 7"	2' to 2' - 7"
Location Type #3: 36' - 40' street with parking on both sides (16')	Travel width is 20'-24' Use 3' center cushion with 6' side cushions (Figure 2)	1' - 3" to 2' - 3"	1' - 3" to 2' - 3"
Location Type #4: 42' - 44' street with parking on both sides (16')	Travel width is 26'-28' Use 6'3" center cushion (Figure 4)	1' - 9" to 2' - 3"	1' - 9" to 2' - 3"

NOTES:

1. The speed cushions shall be positioned symmetrically about the centerline of the roadway.
2. Position speed cushions such that the reflective triangular markings are aligned as depicted in Figure 5.
3. Speed cushions shall be installed in accordance with the manufacturer's specifications.
4. Install 12" white reflective paint around the perimeter of each speed cushion.
5. Install white reflective "BUMP" pavement markings, $\pm 50'$ in advance of each set of speed cushions, in each direction.
6. Install yellow warning sign displaying the word, "BUMPS" $\pm 50'$ in advance of each set of speed cushions, in each direction. (OPTIONAL)
7. Install yellow warning sign displaying the words "BUMPS AHEAD" at the beginning of the roadway, in advance of the first cushion.
8. All markings and signing shall conform to the Manual of Uniform Traffic Control Devices for Streets and Highways, and the California Supplement (Latest Editions).

EXHIBIT 1



CITY OF MAYWOOD

4319 East Slauson Avenue • Maywood, California 90270
Tel: (323) 562-5700 • Fax: (323) 773-2806

[Date]

Dear Homeowner,

The purpose of this letter is to inform you that the City of Maywood has received a request to install speed humps on [STREET NAME] from [STREET NAME] to [STREET NAME]. The request has been made by a neighboring homeowner who due to certain safety issues and concerns has expressed the need to install these calming devices. Along with the review of this request, the City has both gathered all necessary data and evaluated the eligibility criteria, and has determined that in this scenario the installation of speed humps is reasonably appropriate.

Based on the City's determination, you are receiving the attached Official Ballot, in which you may vote in favor or against the installation of speed humps at the above mentioned segment. In order for a ballot to be considered it must be signed by the owner of the fronting residence and only one ballot per dwelling unit will be accepted.

The City appreciates your help and vote in making a determination regarding the request for the installation of speed humps. For more information on the Speed Hump Policy and Procedure please visit our City Website at <https://www.cityofmaywood.com/> or you may contact [NAME] at [PHONE] or [EMAIL].

Respectfully,

NAME
POSITION

ENCLOSURE

EXHIBIT 2



OFFICIAL BALLOT FOR THE CITY OF MAYWOOD
TO INSTALL SPEED HUMPS

STREET: _____

FROM: _____ TO: _____

We, the undersigned, request the installation of speed humps on the above segment. We understand that in order for the City to consider installing speed humps; all ballots must be signed by the owner, at least 51% of the ballots should be returned, at least 60% of them in favor of the installation, and 100% of the owners of residences immediately adjacent to the proposed speed hump should sign in favor.

We further understand that speed hump related signage and street stenciling may be installed in front of our home and may eliminate our ability to park along the street.

Contact Person: _____ Phone: _____

ALL BALLOTS ARE DUE: _____

- ☐ **Yes**, I favor the installation of Speed Humps
- ☐ **No**, I do not favor the installation of Speed Humps

NAME (Print): _____ PHONE: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

Date received by the City: _____

EXHIBIT 3



CITY OF MAYWOOD

4319 East Slauson Avenue • Maywood, California 90270
Tel: (323) 562-5700 • Fax: (323) 773-2806

[Date]

Dear Homeowner,

The purpose of this letter is to inform you that the City of Maywood has received a request to remove speed humps on [STREET NAME] from [STREET NAME] to [STREET NAME]. The request has been made by a neighboring homeowner who due to certain issues and concerns has expressed the need to remove these traffic devices.

Accordingly, you are receiving the attached Official Ballot, in which you may vote in favor or against the removal of speed humps at the above mentioned segment. In order for a ballot to be considered it must be signed by the owner of the fronting residence and only one ballot per dwelling unit will be accepted.

The City appreciates your help and vote in making a determination regarding the request for the removal of speed humps. For more information on the Speed Hump Policy and Procedure please visit our City Website at <https://www.cityofmaywood.com/> or you may contact [NAME] at [PHONE] or [EMAIL].

Respectfully,

NAME
POSITION

ENCLOSURE

EXHIBIT 4



OFFICIAL BALLOT FOR THE CITY OF MAYWOOD
TO REMOVE SPEED HUMPS

STREET: _____

FROM: _____ TO: _____

We, the undersigned, request the removal of speed humps on the above segment. We understand that in order for the City to consider removing speed humps; all ballots must be signed by the owner, at least 51% of the ballots should be returned, and at least 60% of them in favor of the removal of speed humps.

Contact Person: _____ Phone: _____

ALL BALLOTS ARE DUE: _____

- ☐ Yes, I favor the removal of Speed Humps
☐ No, I do not favor the removal of Speed Humps

NAME (Print): _____ PHONE: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

Date received by the City: _____

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: April 14, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: PRESENTATION OF FINANCIAL OVERVIEW BY KOSMONT TRANSACTION SERVICES, INC.

RECOMMENDATION:

There is no recommendation at this point as this staff report is to introduce Kosmont Transaction Services (KTS) to City Council and gain an understanding of the services they can provide to the City.

BACKGROUND:

The City has engaged the services of Kosmont Transaction Services as our municipal advisors through an engagement letter. They have been tasked to help the city develop strategies to deal with and handle the City's outstanding debt, specifically the City's pension obligation and the outstanding debt to the California Joint Powers Insurance Authority (CJPIA). Currently they are working on preparing a proposal to issue pension obligation bonds to refund the City's unfunded actuarial liability with CalPERS and are working with the CJPIA on behalf of the City to address the outstanding debt to the CJPIA which accumulated when the City was a member.

DISCUSSION:

The attached presentation was prepared by KTS; a representative from KTS will discuss the presentation and answer any questions from the City Council.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact at this point; KTS compensation will be determined as to how the City may choose to move forward with future financing options. If the process is not complex the amount will be capped at \$25,000; however if the process does appear to be complex the amount may be higher but such a decision will be considered with the City Council.

ATTACHMENT(S)

1. Maywood City Council Presentation KTS

Maywood Financing Programs: Steps to Improvement



CITY OF MAYWOOD, CA

MARCH 24, 2021

Presented by:

Larry J. Kosmont, CRE®, President | Kosmont Transactions Services | lkosmont@KosmontTransactions.com

Dan Massiello, Sr.VP & Chief Compliance Officer | Kosmont Transactions Services | dmassiello@KosmontTransactions.com



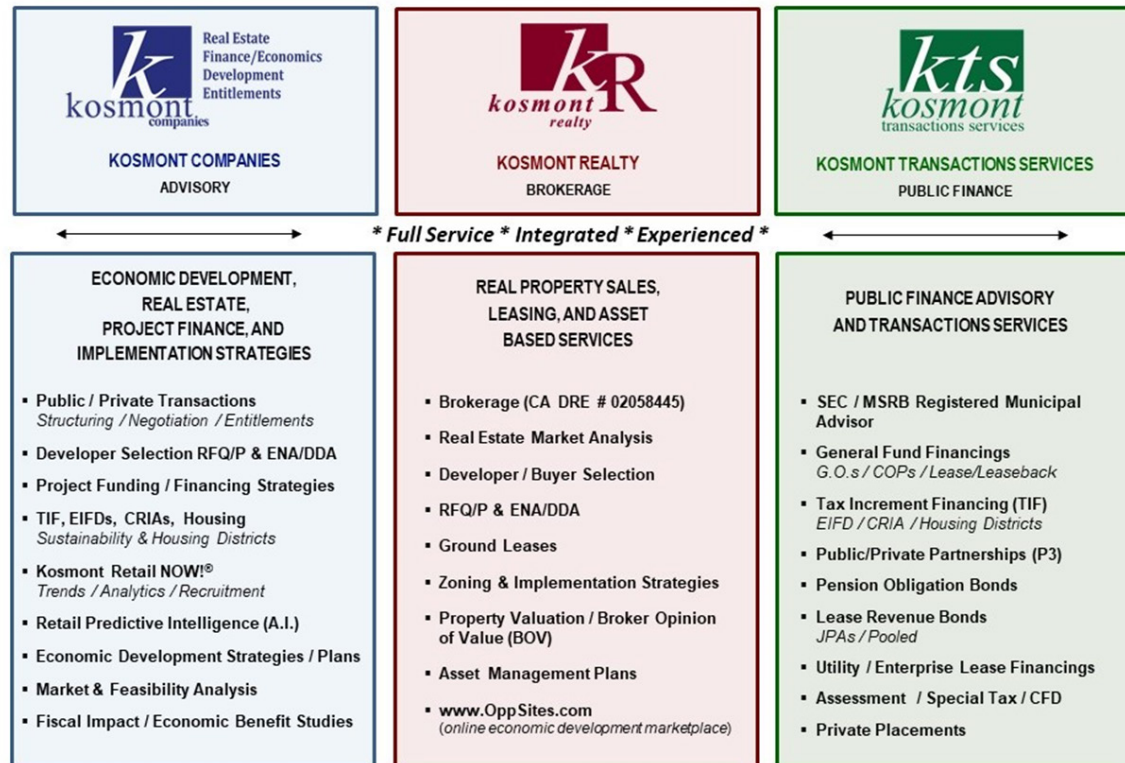
1601 N. Sepulveda Blvd., #382

Manhattan Beach, CA 90266

TEL: 424-297-1070 | URL: www.KosmontTransactions.com

KOSMONT TRANSACTIONS SERVICES, INC.

KOSMONT TRANSACTIONS SERVICES, INC. (“KTS”) is an Independent Registered Municipal Advisor and one of three integrated firms dedicated to the pursuit of economic development opportunities for our clients



- **Access to over 15 Professionals with a wide range of experience**
 - Former public agency officials (City Manager, Community Development, Finance, Economic Development)
 - Public Finance professionals including investment banking experience
- **Integrated Economic Development, Real Estate & Financial Advisory Services**

Project Finance (KTS)

- Taxable/Tax-Exempt municipal bonds
- Public-Private Partnerships (P3), Lease/Leaseback
- Vast array of private lenders, offering multiple alternatives to any project

RDA Dissolution Experience

- Tax Allocation Bond refundings
- Successor agency management
- Oversight Board experience

Real Estate

- Real estate brokerage & advisory, valuation (BOV), asset management
- Developer Agreement negotiations, proforma analysis, gap analysis

Economic Development 2.0

- Enhanced Infrastructure Financing District and other TIF tools: over 25 Districts in process
- Experts on “sustainability/climate action” and economic development legislation

MAYWOOD PUBLIC FINANCING STRATEGIES: OVERVIEW

- City Manager asked KTS to evaluate options to help Maywood (“City”) address some of its financial challenges, including:
 - How to reduce amount of pension expenses paid by the General Fund
 - How to resolve the City’s outstanding liability to the Joint Powers Insurance Authority (“JPIA”)
 - How to reduce other General Fund expenses to help address needed capital improvement projects, specifically sewer upgrades
- KTS and a team of public finance professionals are evaluating these issues to develop possible solutions
 - KTS: Independent Municipal Advisor registered with SEC/MSRB – City’s financial securities advisor
 - Norton Rose Fulbright: Bond Counsel – City’s special legal advisor
 - Raymond James: Bond Underwriter — Manages the sale of bonds on behalf of the City
- This presentation presents initial findings and potential courses of action for future consideration

IMPROVING THE CITY'S FINANCES AND CASH FLOW

- The City faces financial pressure in the form of unfunded budget items and cash resources
- Financial improvements can come from existing or new funding sources (e.g., federal grants), cost cutting, and refinancing debt for savings
- Financing Team is working on the following savings and debt refinancing programs for Maywood:
 - **Refinancing Pension Debt** – Obligation to CalPERS is \$18.4 Million – potential for as much as \$5 million in long-term budget savings
 - **Possible Liability Reduction** – City owes JPIA \$9.5 million and is seeking settlement (amount to be determined by multiple factors)
 - **Possible Cost Savings** – Refinance outstanding Lease Revenue Bonds. JPIA obligation would need to be worked out so that debt doesn't cloud City's borrowing capability (e.g. like a bad loan)
 - Potential to invest savings in ~\$9 million of needed Sewer Capital Improvements

MANAGING PENSION COSTS

- City has large Unfunded Accrued Liability (“UAL”) with California Public Employees’ Retirement System (“CalPERS”)
 - UAL is a payment imbalance that occurs when the City’s calculated value of benefits owed (accrued) to plan members is **more** than the current value of the plan’s investment account (like a negative savings account)
 - UAL projected to be \$18,414,156 at 6/30/21¹
- **Goal: Capture opportunity to refinance UAL in a cost-efficient way for significant savings**
 - City has separate pension tax levy, but it doesn’t fully cover rising pension costs
 - As a result, General Fund is paying a large share of costs, impacting other services
 - UAL debt is being charged 7% interest by CalPERS; current market rates approximately 3.75-4.25%²
 - Refinancing could reduce current and future payments, shifting large portion of UAL payments (~\$500,000² per year) out of General Fund for budget savings
- **Status: KTS evaluating various refinancing options and will report back with options**

CITY'S OUTSTANDING JPIA OBLIGATION

- City owes approximately \$9.5 million to California Joint Powers Insurance Authority (“JPIA”)
- **Goal: Restructure this debt, capture savings from other areas, pay down balance**
 - This liability is the result of significant claims against the Maywood Police department which was disbanded in June 2010
 - City initiated \$12,000 monthly payments to show its commitment to repayment of this debt
- Outstanding liability to JPIA interferes with City’s successful access to capital markets
 - Difficult to refinance other outstanding bonds and capture savings due to this credit concern
- **Status:**
 - **KTS and City began discussion with JPIA last month with positive dialogue**
 - **KTS evaluating merits of refinancing/restructuring options; will report back with options**

ADDRESSING CAPITAL IMPROVEMENT NEEDS: REFINANCE BONDS, INVEST SAVINGS

- County Sanitation District has advised City that deferred sewer maintenance costs could be \$9 million
- City has outstanding 2008 Lease Revenue Bonds that could be “in the money” to refinance for savings
- **Goal: Refinance 2008 LRBs and use savings to pay part of capital improvement costs**
- Ability to capture currently low interest rates limited due to unresolved JPIA liability
 - Resolving interrelated financial challenges should improve access to capital markets
 - Improved capital market access would provide options for City to fund needed projects
- **Status: KTS evaluating various financing options and will report back with options**

INITIAL ANALYSIS OF POTENTIAL PATHS FORWARD

While City is facing several challenges, these financing approaches could provide General Fund relief depending on available potential capital market solutions

- CalPERS UAL

- Issuing Pension Obligation Bonds to refinance UAL could significantly lower future annual pension payments, potentially **saving the General Fund as much as \$500,000* per year**

- Outstanding JPIA Obligation

- Potential to restructure JPIA Debt in numerous ways, including possible capital markets solutions
- Discussions just getting started

- Refinance Outstanding 2008 Lease Revenue Bonds/Help pay for Sewer Upgrades

- Resolving JPIA issue should improve ability to borrow at lower interest rates and costs
- Ability to refinance 2008 LRBs for savings could help create options to pay for Sewer upgrades

SUGGESTED NEXT STEPS

- City Financing Team to continue working with Staff on following:
 - 1) Evaluate UAL refinancing options and determine best pathway to savings
 - 2) Continue discussion with JPIA in search of mutually beneficial resolution to City's current liability
 - 3) Evaluate options to refinance outstanding LRBs for savings in coordination with efforts related to JPIA liability; deploy savings to assist with paying for sewer and other capital improvement needs
- Report back to City Council with possible action items as appropriate

THANK YOU – ANY QUESTIONS?



KOSMONT TRANSACTIONS SERVICES

PRESENTED BY:

LARRY J. KOSMONT

CHAIRMAN & CEO

LKosmont@KosmontTransactions.com

DAN MASSIELLO

SR. V.P. & CHIEF COMPLIANCE OFFICER

DMassiello@KosmontTransactions.com



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Kosmont Transactions Services, Inc. (KTS) is an Independent Registered Municipal Advisor with the SEC and the MSRB and is acting as a "Fiduciary" to the City for purposes of this engagement and presentation. KTS does not provide accounting, tax or legal advice. Information included in this presentation is provided for discussion purposes only. Such information reflects KTS's views as of the date hereof (unless otherwise noted) and is subject to change without notice. Any terms and conditions discussed herein are preliminary until confirmed in a definitive written agreement.