



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

WEDNESDAY, APRIL 27, 2022 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
Heber Marquez

CITY CLERK
Andrea Aguilar

MAYOR PRO TEM
Frank Garcia

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Eduardo De La Riva
Ricardo Lara
Jessica Torres

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: This meeting will be conducted pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency. For this regular meeting, members of the City Council and City Staff are permitted to attend the meeting by teleconference and such teleconference locations are not accessible to the public and are not subject to special posting requirements. Some members of the City Council and staff may attend the meeting at City Hall in the City Council Chambers located at 4319 E. Slauson Avenue. The City Council Chambers, however, will not be open to the Public. The meeting will be broadcast using the Zoom platform as well as

broadcasted live on the City's Facebook page.

To maximize public health and safety while still maintaining transparency and public access, members of the public can observe and participate in the meeting virtually via Zoom or follow the meeting live via the City's Facebook page. Public participation is highly encouraged using the virtual platform. Below is information on how the public may observe and participate in the meeting.

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: 893 3157 1171 Passcode: 690751

OR

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89331571171?pwd=QndPTk5xNHFCRHZheWNUVFE3Y2Mwdz09>

Passcode: 690751

To participate in the meeting by providing public comment via teleconference/video conference:

Live real-time verbal public comments may be made by members of the public joining the meeting via Zoom. Zoom access information is provided above. Use the "raise hand" feature (for those joining by phone, press *9 to "raise hand") during the public participation period for agenda items or during the public participation period for non-agenda items. The Zoom Host will call on people to speak by name provided or last 4 digits of phone number.

Before the meeting: You can also submit your public comments for the record in advance by 4:30 pm the day of the meeting by email to shirley.quinones@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

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

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 instructions provided in section **III. COVID - 19 MEETING PROCEDURES** on page 1 of this agenda.

VI. PRESENTATIONS

SHERIFF'S UPDATE

LOS ANGELES COUNTY PUBLIC WORKS DEPARTMENT PRESENTATION REGARDING THE CITY OF MAYWOOD'S SANITARY SYSTEM SEWER MAINTENANCE AND OPERATIONS

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 APRIL 7, 2022 ADJOURNED CITY COUNCIL MEETING
2. MINUTES OF APRIL 13, 2022 CITY COUNCIL MEETING
3. RESOLUTION NO. 6232 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
4. REVENUE REPORT FROM JULY 2021 - MARCH 2022
5. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR MARCH 2022
6. RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY AND DETERMINE THAT THE CITY WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).
7. CONSIDERATION OF AWARDING A CONTRACT FOR CONSTRUCTION OF RIVERFRONT PARK FITNESS COURT TO R.E. SCHULTZ CONSTRUCTION, INC AND PURCHASE AND INSTALLATION OF A SHADE STRUCTURE FROM USA SHADE & FABRIC STRUCTURES (DBA SHADE STRUCTURES, INC.) FOR THE RIVERFRONT PARK FITNESS COURT, THROUGH THE NATIONAL PURCHASE COOPERATIVE (DBA BUYBOARD)
8. CONSIDERATION OF SUPPORTING SENATE BILL 679, WHICH WOULD ESTABLISH A LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY

IX. DISCUSSION/ACTION ITEMS

9. CONSIDERATION OF ADOPTION OF RESOLUTION NOS. 6234, 6235, AND 6236 FOR THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) YGRENE

PROGRAMS IN THE CITY OF MAYWOOD AND APPROVAL OF THE CITY'S
PARTICIPATION IN THE GOLDEN STATE FINANCE AUTHORITY JOINT POWERS
AGREEMENT AS AN ASSOCIATE MEMBER

- 10. PAVEMENT MANAGEMENT PROGRAM UPDATE
- 11. CONSIDERATION OF RESOLUTION NO. 6237 ADOPTING A POLICY FOR CEREMONIAL PROCLAMATIONS AND RECOGNITIONS
- 12. OVERVIEW OF AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLERF) AND REQUEST TO PROVIDE DIRECTION ON USE OF THE AVAILABLE FUNDS AND ACCEPTANCE OF STANDARD ARPA ALLOWANCE

X. CLOSED SESSION

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

Speakers wishing to address the City Council on a non- agenda item you may use the instructions provided in section III. COVID - 19 MEETING PROCEDURES on page 1 of this agenda.

XII. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is Wednesday, May 11, 2022 at 7:00 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, Andrea Aguilar, 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.





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

THURSDAY, APRIL 7, 2022 AT 5:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Marquez called to order at approximately 5:00 p.m.

II. CITY OFFICIALS

MAYOR

Heber Marquez (present)

CITY CLERK

Vacant

MAYOR PRO TEM

Frank Garcia (teleconference)

CITY TREASURER

Mary Mariscal (absent)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Ricardo Lara (teleconference)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (absent)

CITY ATTORNEY

Roxanne Diaz (teleconference)

STAFF PRESENT:

Hrant Manuelian, Finance Director (present)

Steve Fowler, Director of Building and Planning (present)

Shirley Quiñones, Deputy City Clerk (present)

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS ARE NOT OPEN TO THE PUBLIC pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency.

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 Meeting ID: 860 3233 3369 Passcode: 214334

or

Live real-time verbal public comments were made by members of the public joining the meeting via the Zoom platform.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

None

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

The following spoke on Agenda items: None

VI. PRESENTATIONS

None

VII. PUBLIC HEARING

None

VIII. CONSENT CALENDAR

None

IX. DISCUSSION/ACTION ITEMS

1. DISCUSSION AND RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY AND DETERMINE THAT THE CITY WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).

Motion adopting the finding that the state of emergency continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person, and that State and County of Los Angeles officials continue to recommend measures to promote social distancing and therefore, the legislative body meetings of the City shall continue in a virtual teleconference format in compliance with Government Code Section 54953(e) by De La Riva. Second by Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

2. DISCUSSION AND DIRECTION REGARDING FILLING THE CITY CLERK VACANCY PURSUANT TO GOVERNMENT CODE SECTION 36512 CAUSED BY A RESIGNATION

Council gave staff direction to invite both candidates to present via zoom at the next meeting for appointment consideration.

X. CLOSED SESSION

None

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

The following spoke on Non-Agenda items: None

XII. ADJOURNMENT

Meeting adjourned at approximately 5:14 p.m. to the next meeting of the Maywood City Council, Wednesday, April 13, 2022 at 7:00 p.m.

Heber Marquez, Mayor

ATTEST:

Shirley Quiñones, Deputy City Clerk



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

WEDNESDAY, APRIL 13, 2022 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Marquez called to order at approximately 7:03 p.m.

II. CITY OFFICIALS

MAYOR

Heber Marquez (teleconference)

CITY CLERK

Vacant

MAYOR PRO TEM

Frank Garcia (teleconference)

CITY TREASURER

Mary Mariscal (teleconference)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Ricardo Lara (teleconference)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (teleconference)

STAFF PRESENT:

Hrant Manuelian, Finance Director (present)

Steve Fowler, Director of Building and Planning (present)

Shirley Quiñones, Deputy City Clerk (present)

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS ARE NOT OPEN TO THE PUBLIC pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency.

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

Teleconference 1-669-900-6833 Meeting ID: 891 8938 8228 Passcode: 221624

or

<https://us02web.zoom.us/j/89189388228?pwd=Y1RiRTkzZlIBN3BGbTZTd3hqU3VGQT09>

Passcode: 221624

Live real-time verbal public comments were made by members of the public joining the meeting via the Zoom platform.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor, Council Members and City Manager provided community updates.

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

The following spoke on Agenda items:

- 1) Gerry Mayagoitia (via teleconference)
- 2) David Perez (via teleconference)

VI. PRESENTATIONS

RECOGNITION OF THE 70TH ANNIVERSARY OF GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Mayor Marquez gave recognition of the 70th Anniversary of the Greater Los Angeles County Vector Control District.

PROCLAMATION RECOGNIZING AUTISM AWARENESS MONTH

Mayor Marquez proclaimed April 2022 as Autism Awareness Month for the City of Maywood.

VII. PUBLIC HEARING

None

VIII. CONSENT CALENDAR

1. MINUTES OF MARCH 23, 2022 CITY COUNCIL MEETING

Motion to approve Minutes of March 23, 2022 City Council Meeting by De La Riva. Second by Torres. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

2. RESOLUTION NO. 6230 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

Motion to adopt Resolution 6230 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving the Warrants for Payment by De La Riva. Second by Torres. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

3. AUTHORIZATION TO SOLICIT BIDS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND PERMANENT LOCAL HOUSING ALLOCATION (PLHA) ADMINISTRATION SERVICES FOR FISCAL YEARS 2022-2025 WITH A TWO ADDITIONAL ONE-YEAR EXTENSION PERIOD

Motion to approve the request to solicit bids for the Community Development Block Grant (CDBG) and Permanent Local Housing Allocation (PLHA) Administration Services for Fiscal Years (FY) 2022-2025 with two additional one-year extension periods by De La Riva. Second by Torres. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

4. ACCEPTANCE OF CITYWIDE STREET NAME SIGN REPLACEMENT PROJECT COMPLETED BY STERND AHL ENTERPRISES, INC. AND RELATED ACTIONS

Motion to accept the Citywide Street name Sign Replacement Project as performed by Sterndahl Enterprises, Inc. for a total amount of \$192,754.99; authorize the City Manager to file a Notice of Completion with the County of Los Angeles Registrar-Recorder; and authorize the City Manager to release a retention payment of \$9,637.75 to Sterndahl Enterprises, Inc. within 35 days following recordation of the Notice of Completion by De La Riva. Second by Torres. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

5. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO CALIFORNIA WATERS DEVELOPMENT, INC. FOR AQUATIC CENTER POOL REPLASTERING PROJECT

Motion to award a contract to California Waters Development, Inc. for the base bid amount plus additive alternate bid item 1 (more durable Quartz plaster finish) and additive alternate bid item 2 (floor tile installation) for the amount of \$157,900 for Aquatic Center Pool Replastering Project and authorize the Mayor to execute the contract in a form approved by the City Attorney; and authorize use of \$91,059 of the State Park Specific grant to cover the total project cost shortfall; and authorize 10 % for the awarded contract amount as contingency allowance to be used, if necessary, at the City Manager's discretion by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

Item #5 was pulled for further discussion.

6. CONSIDERATION OF AWARDING A PROFESSIONAL SERVICES AGREEMENT TO STANTEC CONSULTANT SERVICES, INC. FOR ENGINEERING SERVICES FOR THE SLAUSON AVENUE CORRIDOR IMPROVEMENTS PROJECT

Motion to award a professional services agreement to Stantec Consultant Services, Inc. (Stantec) for the Slauson Avenue Corridor Improvement Project in the amount not to exceed \$399,997 and approve the agreement in the form approved by the City Attorney by De La Riva. Second by Torres. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

IX. DISCUSSION/ACTION ITEMS

7. DISCUSSION AND DIRECTION REGARDING FILLING THE CITY CLERK VACANCY INCLUDING BUT NOT LIMITED TO THE REVIEW AND INTERVIEW OF APPLICANTS AND CONSIDERATION OF RESOLUTION NO. 6231 MAKING AN APPOINTMENT OF THE CITY CLERK TO SERVE UNTIL THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION

Motion to adopt Resolution No. 6231 appointing Andrea Aguilar to the Office of the City Clerk by Mayor Marquez. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

X. CLOSED SESSION

None

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

The following spoke on Non-Agenda items:
1) Gerry Mayagoitia (via teleconference)

XII. ADJOURNMENT

Meeting adjourned at approximately 8:10 p.m. to the next meeting of the Maywood City Council, Wednesday, April 27, 2022 at 7:00 p.m.

Heber Marquez, Mayor

ATTEST:

Shirley Quiñones, Deputy City Clerk

RESOLUTION NO. 6232

**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 \$334,061.52 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 27th day of April, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6232 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 27th day of April, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, April 27, 2022

Accounts Payable

	Amount
Accounts Payable prepaid warrants for payment: Check No. 089504	\$ 2,096.92
Accounts Payable regular warrants for payment: Checks No. 089505 - 089564	\$ 281,552.95
Sub-total	<u>\$ 283,649.87</u>

Wire Transfers/ACH Transactions

04/14/22 Payroll Pay Period 3/27/22 - 4/9/22	\$ 42,303.72
04/14/22 US Bank - Analysis Service Charge	\$ 1,230.82
04/19/22 CalPERS Employer Contribution 3/27/22-4/9/22	\$ 6,877.11
Sub-total	<u>\$ 50,411.65</u>

Total Demands	<u>\$ 334,061.52</u>
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City of Maywood
Detail Warrants for Payment
Warrants No. 089504 to 089564

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089504	P	4/14/2022	BR Party Rental	2,096.92	Rental of Tables and Chairs for Job Fair Event	General Fund - 01
089505		4/20/2022	ABM Building Solutions, LLC	301.25	Repair Sheriff's Dept Server Room	General Fund - 01
089506		4/20/2022	Alta Environmental	7,608.67	Prof Services March 2022 Ms4 NPDES Permit	General Fund - 01
089507		4/20/2022	Amazon Capital Services	88.99	Event Supplies	General Fund - 01
089508		4/20/2022	Active Universal Capital, LLC	12,075.99	Crossing Guard Services - March 2022 Crossing Guard Services Maywood Elementary - March 2022	Gas Tax Fund - 04
089509		4/20/2022	Angel Villegas	698.71	Retiree Medical Reimbursement - May 2022	General Fund - 01
089510		4/20/2022	AT&T	24.06	Elevator Emergency Phone Line 02/10/22 - 03/09/22	General Fund - 01
089511		4/20/2022	Benefit Coordinators Corporation (BCC)	2,463.20	Dental and Vision Insurance - March 2022	General Fund - 01 CDBG - 16
089512		4/20/2022	Brent Talmo	698.71	Retiree Medical Reimbursement - May 2022	General Fund - 01
089513		4/20/2022	Brinks, Inc.	312.34	April 2022 Cash Handling Service March 2022 Additional Cash Handling Service	General Fund - 01
089514		4/20/2022	Bruce Leflar	1,290.56	Retiree Medical Reimbursement - May 2022	General Fund - 01
089515		4/20/2022	California Consulting, Inc.	6,500.00	Grant Writing Services - April 2022 Grant Writing Services: March 2022	General Fund - 01
089516		4/20/2022	Arturo Sanchez dba Calmex Graphics	262.80	Business Cards for Staff - H. Marquez	General Fund - 01
089517		4/20/2022	Christine M. Locher	232.94	Retiree Medical Reimbursement - May 2022	General Fund - 01
089518		4/20/2022	Colantuono, Highsmith & Whatley, PC	184.42	Under Collection of Utility User Taxes - March 2022	General Fund - 01
089519		4/20/2022	CONTROLLER:STATE OF CALIFORNIA	462.72	FY 19/20 Franchise Tax Board Offset Program State Controller	General Fund - 01
089520		4/20/2022	CoreLogic Solutions, LLC.	150.00	Property Finder for March 2022	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089504 to 089564

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089521		4/20/2022	County of Los Angeles	4,387.94	Maint. Sanitation Sewer for month of Feb 2022 - Labor/Equip	General Fund - 01
089522		4/20/2022	Crosstown Electrical & Data, Inc.	3,256.19	58th & Heliotrope - Park light blacked out/cycling Atlantic & Randolph Troubleshoot Intersection Light Preventive Maintenance for March 2022	General Fund - 01 Street Lighting - 62
089523		4/20/2022	Dave And Frank Automotive	36.00	VIN#1N4BZ0CPXHC308395 ENGINE UNDERCOVER REPAIR	General Fund - 01
089524		4/20/2022	Dewey Pest Control	137.00	April 2022 Pest Control Service	General Fund - 01
089525		4/20/2022	Edward Ahrens	1,290.56	Retiree Medical Reimbursement - May 2022	General Fund - 01
089526		4/20/2022	Marco Tulio Mancia Caballero dba Elim HVAC	550.00	Building Maintenance	General Fund - 01
089527		4/20/2022	EMPLOYMENT DEVELOPMENT DEPT	2,413.50	Unemployment benefit ending December 31, 2021 Assessment/Penalty for Unemploy Benefits ending 12/31/21	General Fund - 01
089528		4/20/2022	Expert Building Maintenance LLC	8,222.50	City Hall/Police Station Extra Janitorial Service: March 2022 City Hall/Police Station/Parks Janitorial Service: March 2022	General Fund - 01
089529		4/20/2022	George Hill Company	664.50	City Claims/Adjuster March 2022	General Fund - 01
089530		4/20/2022	Myers & Sons Hi-Way Safety, Inc.	2,674.85	Public Work Supplies Signs Signs & Barricades	General Fund - 01
089531		4/20/2022	Home Depot Commercial Acct Pro	302.35	Building Maintenance	General Fund - 01
089532		4/20/2022	Hunsaker & Associates Irvine, Inc.	32,831.81	52nd St/52nd Pl Sewer Improvement Project January 2022 52nd St/52nd Place Sewer Improvement Project Dec 2021 52nd St/52nd Place Sewer Improvement Project Nov 2021	Sewer Enterprise Fund - 35 Sewer Fund - 60

City of Maywood
Detail Warrants for Payment
Warrants No. 089504 to 089564

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089533		4/20/2022	Infinity Technologies	6,130.00	Security Aware Sub/Monthly IT Services Fee - March 2022	General Fund - 01
089534		4/20/2022	Gregory Kiley dba Kiley & Associates, LLC	7,800.00	Federal Legislative Advocacy Consultants Federal Legislative Advocacy Consultants 03/15/22 to 04/15/22	General Fund - 01
089535		4/20/2022	Kosmont Transactions Services, Inc.	3,000.00	Annual Continuing Disclosure Services	General Fund - 01
089536		4/20/2022	Los Angeles Regional Food Bank	150.00	Mobile Food Pantry	General Fund - 01
089537		4/20/2022	L.B. Johnson Hardware Co.	399.63	Banner Maintenance Supplies Banner Supplies Building Maintenance Paint Supplies Public Works Supplies Street Maintenance	General Fund - 01 Gas Tax Fund - 04
089538		4/20/2022	Mapcon Technologies, Inc.	83.00	Mapcon Building & Planning Software: April 2022	General Fund - 01
089539		4/20/2022	Maywood Car Wash	311.88	Car Wash March 2022 (Car) Car Wash March 2022 (Gas)	General Fund - 01
089540		4/20/2022	Tri-City Mutual Water Company	1,777.70	5316 Atlantic Avenue 12/22/21 to 02/23/22 5950 Walker Ave 03/01/22 to 03/31/22	General Fund - 01
089541		4/20/2022	Metro Transit Services	36,453.27	Public Transportation Services & Dial-A-Ride March 2022	Prop A Fund - 09
089542		4/20/2022	MV Cheng & Associates Inc.	12,221.25	Senior Acct & Acct Tech Consultant Services March 2022	General Fund - 01
089543		4/20/2022	North Star Landcare	9,831.25	Landscape Services for March 2022	General Fund - 01 Gas Tax Fund - 04
089544		4/20/2022	Passage Entertainment, Inc.	1,300.00	Dodgers Dreamfield Unveiling Event - Sound System & DJ	General Fund - 01
089545		4/20/2022	Paul Pine	1,722.43	Retiree Medical Reimbursement - May 2022	General Fund - 01
089546		4/20/2022	Phoenix Group Information Systems	13,849.90	Custom Permit Stock	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089504 to 089564

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089547		4/20/2022	Preferred Benefit Insurance Administrators, Inc.	9,958.70	Dental and Vision Insurance - December 2021 Dental and Vision Insurance - February 2022 Dental and Vision Insurance - January 2022 Dental and Vision Insurance - November 2021	General Fund - 01 CDBG - 16
089548		4/20/2022	QDoxs	118.53	Contract Base Copier for April 2022	General Fund - 01
089549		4/20/2022	Robert Leach	1,005.00	Retiree Medical Reimbursement - May 2022	General Fund - 01
089550		4/20/2022	Ronald Lindsey	1,096.31	Retiree Medical Reimbursement - May 2022	General Fund - 01
089551		4/20/2022	Richards, Watson & Gershon	28,824.67	General Legal Services - March 2022	General Fund - 01
089552		4/20/2022	Scott C. Anderson	1,290.56	Retiree Medical Reimbursement - May 2022	General Fund - 01
089553		4/20/2022	Southern California Edison	13,477.69	Various Locations Acct#700405141156 03/01/22 to 03/31/22 5916 King Ave & 5913 Mayflower Ped 03/10/22 to 04/07/22 Various Locations Acct#700405141156 03/01/22 to 03/31/22 Various Locations Acct#700405141156 03/01/22 to 03/31/22	General Fund - 01 Gas Tax Fund - 04 Street Lighting Fund - 62
089554		4/20/2022	Time Warner Cable	631.80	Internet & Phone Service April 2022	General Fund - 01
089555		4/20/2022	Quadient Finance, USA, Inc.	912.42	Acct#7900011002060328 Postage Machine	General Fund - 01
089556		4/20/2022	Tracepoint, LLC.	5,000.00	Professional Services-Business Email Comp for March 2022	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089504 to 089564

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089558		4/20/2022	Transtech Engineers, Inc	34,444.00	Aquatic Center Pool Replastering Bid Package ATP Cyc 5 Coordination Baseball Field Improvements Building & Safety Staff Services CIP Riverfront Park Outdoor Fitness Equip Install City Engineering Services Clean California Grant Application Local Road Safety Plan Maywood Fee Study PW Encroachment Permit Inspect Services Street Light Improvements at Various Locations Pavement Management Program 2021 Update RFP Traffic Heliotrope Ave & 57th St Intersection Rev Traffic Speeding Review Calming Pala/Randolph CDBG Sidewalk Rehab Project FY 20-21	General Fund - 01 Gas Tax Fund - 04 CDBG - 16
089559		4/20/2022	ULINE INC.	75.91	Public Works Supplies	General Fund - 01
089560		4/20/2022	Vernon, City of	83.73	Acct # 413 E Slauson & Downey 02/01/22 to 03/02/22 ACCT#414 Slauson & Downey 02/03/22 to 03/07/22	General Fund - 01
089561		4/20/2022	Vortex Industries, Inc.	603.10	Building Maintenance	General Fund - 01
089562		4/20/2022	Wolfpack PTO	2,000.00	Community Benefit Fund: Wolfpack PTO	General Fund - 01
089563		4/20/2022	Xerox Financial Services	297.10	Lease Payment 03/15/22 to 04/14/22	General Fund - 01
089564		4/20/2022	Zumar Industries, Inc.	575.94	Street name signs	General Fund - 01

TOTAL **283,649.87**

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: April 27, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: REVENUE REPORT FROM JULY 2021 - MARCH 2022

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July 2021 – March 2022.

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 total revenue received from July 2021 – March 2022 totaled \$15,588,506.61, which is 21.29% higher than the same period last year.

- **GENERAL FUND** - The total General Fund received totaled \$8,059,306.38, which is 10.51% lower than the same period last year. This decrease is partly due to the CARES Act money that the City received last year, which were one-time revenues from the federal government to offset the effect of the COVID pandemic. Additionally, there is a 41.42% decrease in Cannabis sales tax compared to last year. However, there have been increases in general sales tax, business licenses, and Vehicle License Fee revenues.
- **SPECIAL REVENUE FUND** - The total Special Revenue Fund received totaled \$7,529,200.23, which is 95.72% higher than the same period last year. The primary contributing factor to the difference in Special Revenue Fund is due to the payment received from the American Rescue Plan Act of 2021 (ARPA). These Funds support cities in mitigating the fiscal effects stemming from the public health emergency caused by COVID-19. The first of two installments were received in the amount of \$3,226,257, and the second and final installment is expected to be received in one year.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with this item.

ATTACHMENT(S)

1. July 2021 - March 2022 - City of Maywood FY2021-22

	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 2021-22	H - % of FY 2021-2022 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	\$174,038.65	\$172,673.39	(\$1,365.26)	-0.78%	\$325,000.00	53.13%
Property Taxes	\$557,400.11	\$573,113.62	\$15,713.51	2.82%	\$778,480.00	73.62%
Utility Users Tax	\$728,302.22	\$759,894.67	\$31,592.45	4.34%	\$900,000.00	84.43%
Transfer Tax (Real Estate)	\$17,478.73	\$15,745.13	(\$1,733.60)	-9.92%	\$20,000.00	78.73%
Transient Occupancy Tax	\$39,969.05	\$53,327.79	\$13,358.74	33.42%	\$60,000.00	88.88%
Cannabis Sales Tax	\$2,231,183.65	\$1,306,926.67	(\$924,256.98)	-41.42%	\$3,000,000.00	43.56%
Sales Tax Revenue	\$1,301,719.66	\$1,572,279.39	\$270,559.73	20.78%	\$2,355,904.00	66.74%
Taxes Totals	\$5,050,092.07	\$4,453,960.66	(\$596,131.41)	-11.80%	\$7,439,384.00	59.87%
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%
Residential & Building Permits	\$16,434.86	\$15,885.92	(\$548.94)	-3.34%	\$29,500.00	53.85%
Public Works Permit Fees	\$111,454.40	\$115,634.50	\$4,180.10	3.75%	\$50,000.00	231.27%
Other Fees & Permits	\$23,637.59	\$22,764.26	(\$873.33)	-3.69%	\$27,100.00	84.00%
Occupancy Permits	\$18,372.10	\$12,456.50	(\$5,915.60)	-32.20%	\$13,000.00	95.82%
Building Permits	\$41,530.84	\$60,269.03	\$18,738.19	45.12%	\$60,000.00	100.45%
Compliance and Review Fees - Cannabis			\$0.00	0.00%	\$105,000.00	0.00%
Commercial Cannabis Renewal	\$14,960.00		(\$14,960.00)	0.00%	\$0.00	0.00%
Parking Permits	\$50,761.09	\$42,378.90	(\$8,382.19)	-16.51%	\$90,000.00	47.09%
Apartment License	\$17,455.83	\$15,536.47	(\$1,919.36)	-11.00%	\$20,000.00	77.68%
Business License	\$182,270.44	\$199,191.58	\$16,921.14	9.28%	\$190,000.00	104.84%
Vehicle License Fee - LA County	\$1,577,560.74	\$1,626,683.69	\$49,122.95	3.11%	\$3,173,048.00	51.27%
Licenses and Permits Totals	\$2,099,437.89	\$2,155,800.85	\$56,362.96	2.68%	\$3,802,648.00	56.69%
GENERAL FUND						
Charges for Services:	CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.					
Rubbish Assessment	\$45,324.86	\$4,692.14	(\$40,632.72)	-89.65%	\$15,000.00	31.28%

	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 2021-22	H - % of FY 2021-2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Plan Check Fees	\$35,813.10	\$49,475.38	\$13,662.28	38.15%	\$45,000.00	109.95%
Rents & Concessions	\$17,860.50	\$17,860.50	\$0.00	0.00%	\$24,000.00	74.42%
Charges for Services Totals	\$98,998.46	\$72,028.02	(\$26,970.44)	-27.24%	\$84,000.00	85.75%
GENERAL FUND 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	\$4,010.15	\$1,210.85	(\$2,799.30)	-69.81%	\$2,500.00	48.43%
SEMC: Court Collections (DMV)	\$66,837.56	\$62,917.76	(\$3,919.80)	-5.86%	\$100,000.00	62.92%
Administrative Citations	\$11,000.00	\$2,700.00	(\$8,300.00)	-75.45%	\$15,000.00	18.00%
Parking Fines	\$194,965.94	\$211,705.00	\$16,739.06	8.59%	\$150,000.00	141.14%
Fines and Forfeitures Totals	\$276,813.65	\$278,533.61	\$1,719.96	0.62%	\$267,500.00	104.12%
GENERAL FUND 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	\$34,986.54	\$38,242.24	\$3,255.70	9.31%	\$39,345.00	97.20%
Leases and Concessions Totals	\$34,986.54	\$38,242.24	\$3,255.70	9.31%	\$39,345.00	97.20%
GENERAL FUND MISCELLANEOUS: A General Fund revenue not covered in another revenue category.						
Miscellaneous:						
Good Corporate Citizen Program	\$20,000.00	\$20,000.00	\$0.00	0.00%	\$40,000.00	50.00%
Interest Income	\$20,927.72	\$7,213.43	(\$13,714.29)	-65.53%	\$16,500.00	43.72%
Miscellaneous Revenue	\$48,777.39	\$32,320.77	(\$16,456.62)	-33.74%	\$17,000.00	190.12%
CARES Act Reimbursement	\$344,534.00		(\$344,534.00)	0.00%	\$0.00	0.00%
Other (Recycle + ABx1 Reimbursement)			\$0.00	0.00%	\$0.00	0.00%
Miscellaneous Revenue Totals	\$434,239.11	\$59,534.20	(\$374,704.91)	-86.29%	\$73,500.00	81.00%
GENERAL FUND 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	\$1,010,922.21	\$1,001,206.80	(\$9,715.41)	-0.96%	\$1,158,911.00	86.39%
Retiree Pension Levy Totals	\$1,010,922.21	\$1,001,206.80	(\$9,715.41)	-0.96%	\$1,158,911.00	86.39%
General Fund Revenue Totals	\$9,005,489.93	\$8,059,306.38	(\$946,183.55)	-10.51%	\$12,865,288.00	62.64%
SPECIAL REVENUE FUND 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	\$466,321.95	\$450,016.95	(\$16,305.00)	-3.50%	\$672,770.00	66.89%
Transportation Development Act (TDA)			\$0.00	0.00%	\$20,448.00	0.00%
Bikeway						
Proposition A	\$413,373.07	\$528,070.75	\$114,697.68	27.75%	\$563,507.00	93.71%
Proposition C	\$342,875.59	\$438,876.72	\$96,001.13	28.00%	\$467,414.00	93.89%
Measure R	\$257,638.99	\$328,504.41	\$70,865.42	27.51%	\$350,561.00	93.71%
Measure M	\$292,071.92	\$371,769.03	\$79,697.11	27.29%	\$397,302.00	93.57%
Senate Bill 1 (SB 1)	\$296,666.10	\$320,413.47	\$23,747.37	8.00%	\$536,044.00	59.77%

	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 2021-22	H - % of FY 2021-2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Community Development Block Grant (CDBG)	\$146,542.00	\$145,873.00	(\$669.00)	-0.46%	\$718,020.00	20.32%
Air Quality Management District (AQMD) Grant	\$17,828.40	\$17,465.54	(\$362.86)	-2.04%	\$36,375.00	48.02%
Supplemental Law Enforcement Services Fund (SLESF) Grant	\$156,726.58	\$161,284.85	\$4,558.27	2.91%	\$155,000.00	104.05%
Measure A			\$0.00	0.00%	\$353,000.00	0.00%
Lighting & Landscaping	\$103,719.00	\$101,050.97	(\$2,668.03)	-2.57%	\$189,000.00	53.47%
Successor Agency Trust Fund - City of Maywood serves as the Successor Agency to the Maywood Redevelopment Agency	\$1,185,570.00	\$1,226,567.00	\$40,997.00	3.46%	\$1,226,567.00	100.00%
Sewer Fund	\$167,544.38	\$163,050.54	(\$4,493.84)	-2.68%	\$299,000.00	54.53%
Grant/Reimb (Fed/State/County)		\$50,000.00	\$50,000.00	0.00%	\$531,000.00	9.42%
Local Fiscal Recovery Fund		\$3,226,257.00	\$3,226,257.00	0.00%	\$0.00	0.00%
Special Revenue Totals	\$3,846,877.98	\$7,529,200.23	\$3,682,322.25	95.72%	\$6,516,008.00	115.55%
Total Revenues	\$12,852,367.91	\$15,588,506.61	\$2,736,138.70	21.29%	\$19,381,296.00	80.43%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: April 27, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR MARCH 2022

RECOMMENDATION:

Staff recommends that the City Council receive and file the cash and investment report for March 2022.

BACKGROUND:

To maintain transparency and provide information to the City Council, the City's Finance Department prepares a monthly cash and investment report for the City Council's review. The report shows the City's cash position at month end as well as investments.

DISCUSSION:

The City has historically only invested its cash in the Local Agency Investment Fund (LAIF), which is a State fund with low risk and also low investment returns. As of March 31, 2022, the City has approximately \$10.8M invested in LAIF. The current return as of 3/31/2022 is 0.4%. In the June 24, 2020 City Council meeting, the Maywood City Council approved the City to invest in the PERS section 115 trust accounts for both the California Employer's Retiree Benefit Trust (CERBT) and the City's other post-employment benefits (OPEB) liability.

On September 22, 2020, the City invested \$250,000 into each of the section 115 trust accounts. The City transferred \$250,000 into each of the accounts for a total of \$500,000. The City has since increased its position in each of these funds by an additional \$750,000 each. To date, the City has invested \$1,000,000 in each fund. The expected annual return on these accounts differs, to date we have seen about a 5% from the CERBT fund; while the California Employers' Pension Prefunding Trust (CEPPT) fund has had a lower rate of return. The funds used to invest in the accounts come from unrestricted general funds as the eventual expenditures are also general fund expenditures.

The attached report shows the cash and investments as of March 31, 2022. The cash and investment balances are across all funds of the City and include restricted, unrestricted, and budgeted amounts. These balances do not represent the available balance for spending as most of these are either restricted or have already been appropriated for in the City budget. The purpose of this report is to show the cash and investment balances as reported to date only and does not represent the City's available fund balance.

The investment program provides sufficient liquidity to meet six months of estimated expenditures. All

investments are in compliance with California state code 503600 and the City of Maywood Investment Policy.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with this action.

ATTACHMENT(S)

1. Attachment No. 1 Cash and Investment Report

**City of Maywood
Cash and Investments Report
As of March 31, 2022**

Description	Type	Ending Balance
		3/31/2022
US Bank	Cash	6,184,350.30
Local Agency Investment Fund	LAIF	10,885,130.00
CalPers California Employers' Retiree Benefit Trust (CERBT)	Section 115 Trust	1,062,853.35
CalPers California Employers' Pension Prefunding Trust (CEPPT)	Section 115 Trust	987,798.00
		<u>19,120,131.65</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: April 27, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

SUBJECT: RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY AND DETERMINE THAT THE CITY WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).

RECOMMENDATION:

Staff recommends that the City Council adopt a motion finding that the state of emergency continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person, and that State and County of Los Angeles officials continue to recommend measures to promote social distancing and therefore, the legislative body meetings of the City shall continue in a virtual teleconference format in compliance with Government Code Section 54953(e).

BACKGROUND:

The City Council has met remotely throughout the pandemic to protect the health and safety of the public and staff. Since the April 7, 2022 City Council meeting when this item was discussed, the BA.2 subvariant is the dominant version of the coronavirus that is circulating nationwide and the factual circumstances exist for the City's legislative bodies to continue to hold meetings pursuant to AB361.

DISCUSSION:

The Omicron variant took over during the holidays into the beginning of the year and became more prominent than the Delta variant. Now that those two variants have subsided, the subvariant BA2, which is sometimes referred to as the "stealth omicron" and is a subvariant of Omicron, now accounts for 95% of the new COVID cases. In fact, on March 29th, the FDA and the CDC authorized an additional COVID-19 booster shot for people aged 50 and older, as a step to offer extra protection for the most vulnerable in case the coronavirus rebounds.

Los Angeles reported 829 new positive cases on April 18 and, over the weekend, reported 1,012 cases on Sunday and 1,510 cases on Saturday. The cases are still increasing from previous months, County Health is stressing the need for continued caution. Nevertheless, the highly infectious BA.2 subvariant is increasing in Los Angeles County and County Health is urging residents to continue to follow all safety protections, especially residents and workers at elevated risk of severe illness.

To that end, the State of California and the County of Los Angeles have continued to recommend measures to promote social distancing. The California Division of Occupational Safety and Health still requires that

employers provide training on the effectiveness of physical distancing in the workplace. Cal OSHA Emergency Temporary Standards continue to recognize the importance of social distancing and state that the fact that particles containing the virus can travel more than six feet, especially indoors, training and instruction should be given to employees in that regard as well as inform that physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19 and are most effective when used in combination. Additionally, the Los Angeles County Department of Public Health continues to recommend that employers take steps to reduce indoor crowding and to enable employees and visitors to physically distance themselves from each other. Accordingly, based on the additional research conducted since the last City Council meeting, the factual circumstances exist for the City's legislative bodies to continue to hold meetings pursuant to AB 361.

The flexibility of a virtual format will allow the continuation of the City's business so that Council meetings would not have to be cancelled should members have health concerns or are sick and would provide the flexibility for each member of a legislative body to determine for themselves based on their own health matters whether attending a meeting will be a risk to their health and safety or that of the other attendees. By reconsidering the circumstances of the state of emergency created by the COVID-19 pandemic and finding that the state of emergency continues to directly impact the ability of the members to meet safely in person, and that state and local officials continue to recommend measures to promote social distancing, the public meetings of the City can continue to be conducted by teleconference (i.e. Zoom) for the next 30 days pursuant to Section 54953(e)(3).

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no financial impact if the City Council makes the determination under AB 361 as the City has been meeting in a remote format since the onset of the pandemic in March 2020.

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: April 27, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ZIAD MAZBOUDI, CONTRACT CITY ENGINEER

SUBJECT: CONSIDERATION OF AWARDING A CONTRACT FOR CONSTRUCTION OF RIVERFRONT PARK FITNESS COURT TO R.E. SCHULTZ CONSTRUCTION, INC AND PURCHASE AND INSTALLATION OF A SHADE STRUCTURE FROM USA SHADE & FABRIC STRUCTURES (DBA SHADE STRUCTURES, INC.) FOR THE RIVERFRONT PARK FITNESS COURT, THROUGH THE NATIONAL PURCHASE COOPERATIVE (DBA BUYBOARD)

RECOMMENDATION:

It is recommended that the City Council:

1. Award a Contract to R.E. Schultz Construction, Inc. for the Riverfront Park Fitness Court Project for a total amount \$109,128 and authorize the Mayor to execute the contract in a form approved by the City Attorney.
2. Authorize 10% of the awarded contract amount (\$10,912.80) as contingency allowance to be used, if necessary, at the City Manager's discretion.
3. Authorize the purchase and installation of a shade structure from USA Shade & Fabric Structures (dba Shade Structures, Inc.) for the Riverfront Park Fitness Court, through the National Purchase Cooperative (dba Buyboard) for \$42,926.43

BACKGROUND:

In July 2021, the City and Los Angeles County Regional Park and Open Space District ("RPOSD") entered into a grant agreement to fund the proposed project using Measure A funds in the amount of \$217,000.

The project includes the removal and disposal of grass and soil, forming and pouring fitness court slab and access sidewalk, excavating and constructing shade structure footings, adjusting sprinkler system, installation of fitness court anchors/hold down, installing fitness court wall and equipment, spray floor marking and applying decals.

On March 3, 2022, staff advertised Notice Inviting Bids (NIB) on the City's website and on the local newspaper. Bids were due on March 22, 2022 at 2:00 PM.

DISCUSSION:

On March 22, 2022 at 2:00 PM, a total of one (1) bid was received as shown below:

Company Name	Bid Amount
R.E. Schultz Construction, Inc.	\$109,128.00

As shown on the above bid tabulation, R.E. Schultz Construction, Inc. submitted the lowest bid amount.

Staff conducted a bid analysis and verified CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files, and references for R.E. Schultz Construction, Inc. Based on the bid analysis, R.E. Schultz Construction, Inc. was found to be the lowest responsive bidder.

It is staff's recommendation to award a contract to R.E. Schultz Construction, Inc. for the Riverfront Park Fitness Court Project for a total amount \$109,128 and to authorize 10% of the awarded contract amount (\$10,912) as contingency allowance to be used, if necessary, at the City Manager's decision.

Shade structure:

California law allows for the use of cooperative contracts as an alternative to a competitive bidding process, provided the applicable requirements in Chapter 5 Joint Exercise of Powers are satisfied.

The City's Municipal Code provides in Section 3-14.13 exceptions to competitive bidding, if competitive bidding has already been conducted by another public agency including, but not limited to, another local agency, the state through the California Multiple Award Schedule (CMAS), the federal government through the General Services Administration (GSA), the U.S. Communities Government Purchasing Alliance, or the Western States Contracting Alliance (WSCA).

The National Purchasing Cooperative (BuyBoard) is a public agency created in accordance with Maryland state statutes, MD. Code Ann., State Fin. & Proc. §13-110 (West 2009). Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services. See Attachment 2 for Buyboard Frequently Asked Questions.

There is no cost to join or use any of the contracts and is open to all types of local government agencies as well as non-profits. Revenue to operate the BuyBoard comes from a small service fee payable by participating contracted vendors and is generated only when a member makes a purchase.

The proposed shade structure is a cantilever 41'x41' canopy with 4 posts. The proposed fabric is a color blue and meets California fire code requirements for fabric. Cost of the shade structure and installation is \$42,926.43. See Attachment 3 for a proposal of the shade structure. See Attachment 4 for a rendering of the proposed shade structure.

The shade structure will be purchased from Shade Structures, Inc. through a Buyboard contract. The contract includes the cost of material and installation.

Staff recommends City Council authorize the purchasing and installation of a shade structure for a total negotiated amount of \$42,926.43 and authorize the Mayor to execute the purchasing agreement.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total cost for this project is \$162,967.23, including the construction, shade structure, installation, and contingencies. This project is part of the Capital Improvement Budget; the funding source is the Los Angeles County Regional Park and Open Space District (RPOSD) Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure (Measure A), approved by voters on November 8, 2016; a total of \$217,000 was approved in the grant application. No additional budget is needed and there is no impact on the General Fund.

ATTACHMENT(S)

1. Agreement with R.E. Schultz Construction Inc
2. R.E. Schultz Construction Inc Bid
3. Shade Structure Proposal
4. Shade Structure Rendering

**Attachment No. 1 –
Agreement with R.E. Schultz Construction, Inc**

CONTRACT

CITY OF MAYWOOD CONTRACT FOR RIVERFRONT PARK FITNESS COURT

THIS CONTRACT ("Contract") is made and entered this April 27, 2022 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and R.E. Schultz Construction, Inc., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 1007195; Class A and B). Contractor's DIR registration number is 1000033385.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Riverfront Park Fitness Court ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of one hundred nine thousand one hundred twenty-eight dollars (\$109,128.00) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF MAYWOOD

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

RIVERFRONT PARK FITNESS COURT
(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has awarded to _____

(“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

RIVERFRONT PARK FITNESS COURT

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of

Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California

Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Maywood ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Maywood
City Hall

_____, California _____

The insureds under such policy or policies are:

-
2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

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

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive | ☐ _____ |
| ☐ General Liability Endorsement | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ *if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

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

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

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

- ☐ Following Form
☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

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

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**Attachment No. 2 –
R.E. Schultz Construction, Inc. Bid**

BID**CITY OF MAYWOOD****RIVERFRONT PARK FITNESS COURT [PROJECT]**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MAYWOOD:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Maywood to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely

by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 1007195, Class A, B, C-61/D34, which expires on 9/30/2023.

Bidder's Name: R.E. Schultz Construction, Inc.

Signature: 

Title: President, Sole Officer Date: 3/22/2022

Signature: _____

Title: _____ Date: _____

CITY OF MAYWOOD
BID SHEETS FOR
RIVERFRONT PARK FITNESS COURT [PROJECT]

Bidder's Name: R.E. Schultz Construction, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BID SCHEDULE:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1.	REMOVE GRASS LAWN, SOIL, RESTORE/RELOCATE IRRIGATION PIPES ADJUSTMENT/ RESTORATION, IRRIGATION WIRES AND ADJUST SPRINKLERS, SITE PREPARATION, GRADING, COMPACTION.	1,936	S.F.	\$ <u>10.00</u>	\$ <u>19,360.00</u>
2.	CONSTRUCTION OF FITNESS COURT PCC SLAB (44'X44'X4") WITH 6X6X6/6 WELDED WIRE MESH, OVER A 10 MIL VAPOR BARRIER, 4" OF GRAVEL, 4" OF CONCRETE, APPLICATION OF "SPRAYLOCK" PRODUCT SCP327, INSTALLATION OF ANCHORS, WALL INSTALLATION, WALL DECAL AND EQUIPMENT INSTALLATION PER PLANS AND TECHNICAL SPECS. INSTALL FITNESS COURT EQUIPMENT COMPLETE FURNISHED BY CITY. INSTALLATION OF FITNESS COURT TILES PROVIDED BY CITY PER MANUFACTURER SPECIFICATIONS. SPRAYING FLOOR MARKING. CONTRACTOR SHALL INSTALL TEMPORARY CONSTRUCTION FENCING THROUGHOUT SEE PLANS AND TECHNICAL SPECIFICATIONS FOR COMPLETE WORK DETAILS FOR COMPLETE INSTALLATION OF FITNESS COURT.	1,936	S.F.	\$ <u>38.00</u>	\$ <u>73,568.00</u>
3.	CONSTRUCT 5' WIDE 4" SIDEWALK PER SPPWC STD. PLAN NO. 112-2.	300	S.F.	\$ <u>24.00</u>	\$ <u>7,200.00</u>

BID

B-3

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

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
4.	CONSTRUCT SHADE STRUCTURE FOOTING 2' DIAMETER BY 9'6" DEEP PER PLANS AND SPECIFICATIONS.	4	EA	\$ <u>2,250.00</u>	\$ <u>9,000.00</u>
TOTAL BID AMOUNT					\$ <u>109,128.00</u>

BID**B-4**

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

The award of Contract shall be based on the TOTAL BID AMOUNT.

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.

A. Mobilization / Demobilization

B. Traffic Control

C. NPDES and Best Management Practices (BMPs), Public Convenience and Safety

D. Construction Staking by Land Surveyor

E. Clearing and Grubbing

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.

All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

Note: Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 109,128.00

TOTAL BID PRICE IN WORDS: One Hundred and Nine Thousand One Hundred and Twenty-Eight Dollars.

Signature: _____



Title: President, Sole Officer

Date: 3/22/2022

Signature: _____

Title: _____

Date: _____

QUESTIONNAIRE FORM

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

- (1) Bidder's Name: R.E. Schultz Construction, Inc.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
N/A
- (3) Business Address: 1767 North Batavia Street, Orange, CA 92865
- (4) Telephone: 714-649-2627 Facsimile: 714-740-5049
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: 1007195 - A, B, C-61/D34
Original Date Issued: 9/10/2015 Expiration Date: 9/30/2023
- (8) DIR Contractor Registration Number: 1000033385
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Richard Schultz, President (Sole Officer)
- (10) The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.
Name of Person who inspected the site: Richard Schultz
Date of Inspection: 3/16/2022
- (11) Number of years' experience the company has as a contractor in construction work: +25
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
Richard Schultz, President (Sole Officer)
P.O. Box 6, Silverado, CA 92676
714-350-4269
- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

R.E. Schultz Enterprises, Inc.

- (14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

- (15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

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

N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

No.

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

No.

- (18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

No.

- (19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any outside agency or individual for labor compliance?
Circle one: Yes ☐ No ☐
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

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

N/A

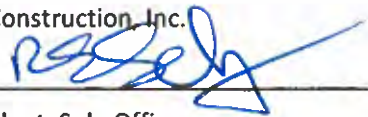
Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

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

Company

R.E. Schultz Construction, Inc.

Signature: 

Title: President, Sole Officer

Date: 3/22/2022

Signature: _____

Title: _____

Date: _____

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number Bonita Creek Park

Project Description Park Improvements

Approximate Construction Dates From: 2/2022 To: 3/2022

Agency Name: City of Newport Beach

Contact Person: Kathryne Cho **Telephone:** 949-644-3014

Address: 100 Civic Center Drive, Newport Beach, CA 92660

Original Contract Amount: \$ 279,915.00 **Final Contract Amount:** \$ 279,915.00

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

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 2 Name/Number Project No. 21101

Project Description Remove & Install Fitness Equipment

Approximate Construction Date From: 5/2021 To: 6/2021

Agency Name: City of Cerritos

Contact Person: Albert Arteaga **Telephone:** 562-916-1229

Address: 18125 Bloomfield Ave., Cerritos, CA 90703

Original Contract Amount: \$ 182,709.70 **Final Contract Amount:** \$ 208,738.20

BID

B-10

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

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

Change Order

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

☒ No

Did the Agency file any claims against you? Circle one: Yes

☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 3 Name/Number Barnes Park Playground & Fitness Court Improvement

Project Description Playground & Fitness Court Improvement

Approximate Construction Dates From: 1/2021 To: 2/2021

Agency Name: City of Monterey Park

Contact Person: Anthony Bendezu **Telephone:** 626-476-6630

Address: 320 West Newmark Ave., Monterey Park, CA 91754

Original Contract Amount: \$ 267,025.00 **Final Contract Amount:** \$ 277,721.63

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

Change Order

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

☒ No

Did the Agency file any claims against you? Circle one: Yes

☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 4 Name/Number Mathewson Park Playground Renovation Project**Project Description** Playground Renovation**Approximate Construction Dates** From: 1/2021 To: 2/2021**Agency Name:** City of Coronado**Contact Person:** Ruby Carr **Telephone:** 619-522-7383**Address:** 1825 Strand Way, Coronado, CA 92118**Original Contract Amount:** \$ 193,417.00 **Final Contract Amount:** \$ 197,729.11

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

Change Order

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☒ NoDid the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A**Project 5 Name/Number** ADA Playground Surfacing at Various Parks, Project 276**Project Description** ADA Playground Surfacing**Approximate Construction Dates** From: _____ To: _____**Agency Name:** City of Cypress**Contact Person:** Alex Bangean **Telephone:** 714-229-6694**Address:** 5275 Orange Ave., Cypress, CA 90630**Original Contract Amount:** \$ 463,580.00 **Final Contract Amount:** \$ 463,580.00

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

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

☒ No

Did the Agency file any claims against you? Circle one: Yes

☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 6 Name/Number Shipwreck Park

Project Description _____

Approximate Construction Dates

From: 8/2021

To: 1/2022

Agency Name: City of Dana Point

Contact Person: Scott Fisher

Telephone: 760-814-7226

Address: 33282 Golden Lantern, Dana Point, CA 92629

Original Contract Amount: \$ 363,056.42

Final Contract Amount: \$ 387,339.16

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

Change Order

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

☒ No

Did the Agency file any claims against you? Circle one: Yes

☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

Richard E. Schultz

P.O. Box 6, Silverado, CA 92676

P: 714-649 2627 F: 714 740 5049 E: rick@reschultzconstruction.com

I am a general engineering contractor specializing in park restoration and playground installation with over 28 years of experience in both public works and the private sector.

With the following qualifications:

- Licensed in good standing in the State of California.
- Subject to Prevailing Wage criteria as established by the State of California DIR.
- Insurance/bonding at minimum level of \$1,500,000.
- Ability to post payment and performance bonds if selected for work projects over \$25,000.
- Current registration with DIR per SB854

Contractor Information:

General Engineering Contractor - Class A, B, &
C61/D34

License #: 1007195

Expiration Date: 9/30/2023

DIR #: 1000033385 Expiration Date: 06/30/2022

Tax ID #: 32-0465469

Employees: 20

Contractor Education & Certifications:

CPSI (Certified Playground Safety Inspector)

NPCAI (Certificate of Playground Contractor Qualification

NPCAI (Certificate of Achievement for Recreation Installation Specialist Certification Course)

Certified Playground Installer for:

- Landscape Structures
- Playworld
- Poligon, Porter Corp.
- Play & Park Structures
- BigToys
- GameTime
- PowerScape
- Primetime

*N/A

DESIGNATION OF SUBCONTRACTORS [Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Dollar Amount

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

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

INDUSTRIAL SAFETY RECORD FORMBidder's Name R.E. Schultz Construction, Inc.

	Current Year of Record	2020	2019	2018	2017	2016	Total
Number of contracts	45	105	96	105	125	110	631
Total dollar amount of contracts (in thousands of dollars)	\$4 Mil	\$6 Mil	\$4 Mil	\$3 Mil	\$2.5 Mil	\$2 Mil	\$21.5 Mil
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature:



Title:

President, Sole Officer

Date:

3/22/2022

Signature:

Title:

Date:

Bond No. 11-327-417**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has issued an invitation for Bids for the Work described as follows: Riverfront Park Fitness Court

WHEREAS R.E. Schultz Construction, Inc., 1767 N Batavia St, Orange, CA 92865
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and U.S. Specialty Insurance Company,
801 S Figueroa #700, Los Angeles, CA 90017
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of ten percent of the amount bid in Dollars (10%), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

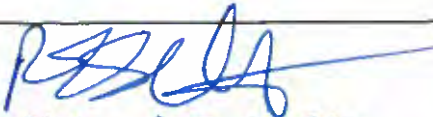
Bond No. 11-327-417

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: March 22, 2022

"Principal"

R.E. Schultz Construction, Inc.

By: 
Its: Richard Schultz
President, Sales Officer

By: _____
Its: _____

"Surety"

U.S. Specialty Insurance Company

By: 
Its: Attorney-in-Fact, Blake A. Pfister

By: _____
Its: _____

Note: *This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1180

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

State of California)

County of Orange)

On March 16, 2022 before me, Lianne Nahina, Notary Public

Date Here Insert Name and Title of the Officer

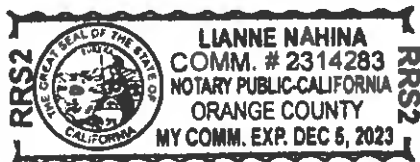
personally appeared Blake A. Pfister

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Lianne Nahina
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond 11-327-417 Document Date: March 22, 2022

Number of Pages: 2 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

- ☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: U.S. Specialty Insurance Company

Signer's Name: _____

- ☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



**TOKIO MARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

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

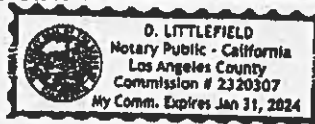
On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of March, 2022.

Corporate Seals

Bond No. 11-327-417

Agency No. 3074



Kio Lo, Assistant Secretary

HCCSMAN/0A09/2021

visit tmhcc.com/surety for more information

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Orange } S.S.

On 03-22-2022

before me,

D. Mendiola Not

Name of Notary Public Title

personally appeared Richard Schultz

Name of Signer (1)

Name of Signer (2)

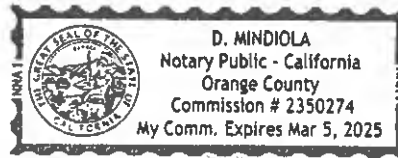
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he ~~she~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ their signature(s) on the instrument the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

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

WITNESS my hand and official seal.

D. Mendiola

Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bid Bond

11-327-417

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

☒ Individual(s)

☐ Attorney-in-fact

☐ Corporate Officer(s) _____

Title(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other: _____

representing: _____

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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

The undersigned declares:

I am the President, Sole Officer of R.E. Schultz Construction, Inc. the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/22/2022 [date], at Orange [city], California [state].

Signature: _____



Signature: _____

Printed Name: Richard Schultz

Printed Name: _____

Date: 3/22/2022

Date: _____

BID

B-19

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

Home



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 1007195

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

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7121.17)
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/22/2022 8:36:52 AM

Business Information

R E SCHULTZ CONSTRUCTION INC
1767 N BATAVIA ST
ORANGE, CA 92865
Business Phone Number: (714) 649-2627

Entity Corporation
Issue Date 09/10/2015
Expire Date 09/30/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING
- C-61 / D34 - PREFABRICATED EQUIPMENT
- B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100320462

Bond Amount: \$15,000

Effective Date: 08/08/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

- This license filed Bond of Qualifying Individual number **100429683** for CHRIS LEE THOMAS in the amount of **\$12,500** with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Effective Date: 02/26/2019
- The qualifying individual RICHARD EARL SCHULTZ certified that he/she owns 100 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 06/24/2016
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9274424

Effective Date: 04/14/2020

Expire Date: 04/14/2022

[Workers' Compensation History](#)

► Personnel listed on this license (current or disassociated) are listed on other licenses.

[Back to Top](#) [Conditions of Use](#) [Privacy Policy](#) [Accessibility](#) [Accessibility Certification](#)

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Contractor Information

Legal Entity Name
R.E. SCHULTZ CONSTRUCTION, INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000033385
Registration effective date
7/1/2021
Registration expiration date
6/30/2022
Mailing Address
1767 N. BATAVIA ST. ORANGE 92865 CA United ...
Physical Address
1767 N. BATAVIA ST. ORANGE 92865 CA United ...
Email Address
Trade Name/DBA
R.E. SCHULTZ CONSTRUCTION, INC
License Number(s)
CSLB:1007195
CSLB:755160

Registration History

Effective Date	Expiration Date
5/25/2018	6/30/2019
5/17/2017	6/30/2018
5/3/2016	6/30/2017
12/29/2015	6/30/2016
7/1/2019	6/30/2021
7/1/2021	6/30/2022

Legal Entity Information

Corporation Number:
32-0465469
Federal Employment Identification Number:
President Name:
RICHARD SCHULTZ
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Agent of Service Name:
RICHARD SCHULTZ
Agent of Service Mailing Address:
1767 N Batavia St Orange 92865 CA United States of America

Workers Compensation

Do you lease employees through Professional No

Employer Organization

(PEO)?:

**Please provide your
current workers**

**compensation insurance
information below:**

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

Policy Holder Name:R E SCHULTZ CONSTRUCTION, INC.**Insurance Carrier:**

State Compensation Insurance Fund**Policy Number:**9274424**Inception date:**4/14/2021

Expiration Date:4/14/2022

3779421

**Certificate of Amendment
Of Articles of Incorporation**

FILED DAM
Secretary of State
State of California

JAN 07 2016

The undersigned certify that:

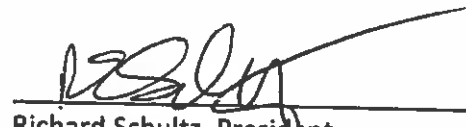
1. They are the President and the Secretary, respectively, of RES ENTERPRISES, INC., a California corporation.
2. Article 1 of the Articles of Incorporation of this corporation is amended to read as follows:

The name of the corporation is: R.E. Schultz Construction, Inc.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has issued no shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: Jan 5, 2016


Richard Schultz, President


Richard Schultz, Secretary

Senders Contact Information:

Richard Schultz
2914 E. Katella Ave #102
Orange CA 92867
714-649-2627

Entity #C3779421



I hereby certify that the foregoing
transcript of 1 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

JAN 19 2016

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

National Recreation and Park Association

Let it be known that

RICHARD SCHULTZ

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a



**Certified
Playground
Safety Inspector**

CHAIRPERSON

April 19, 2021

DATE CERTIFIED

NRPA PRESIDENT AND CEO

51153-0524

CERTIFICATION NUMBER

May 01, 2024

EXPIRATION DATE

Attachment No. 3 – Shade Structure Proposal



USASHADE
& Fabric Structures®

National Fitness Campaign Shade Structure - Maywood Park (fit-up only)

3/28/2022

Proposal is written in accordance with the BuyBoard Parks and Recreation Equipment and Field Lighting
Products Contract.

Supplier Name - PlayPower, Inc., Current Sourcwell Contract Number 592-19

Proposal Prepared For:
City of Maywood
4319 E Slauson Avenue
Maywood, CA 90270

AZ: 289388 CA: 989458 LA: 61718 NV: 78724
NM: 383826 TN: 68712 DIR: 1000003533

Date: 3/28/2022

Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	City of Maywood	Contact:	Ziad Mazboudi	Sales Rep:	Angel Rich
Project Name:	National Fitness Campaign Shade Structure - Maywood Park (fit-up only)	Phone:	626-532-2018	Phone:	(954) 649-6757
Quote No:	AR03282022	Email:	ziad.mazboudi@transtech.org	Email:	angel.rich@usa-shade.com
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
City of Maywood		TBD		Maywood Park	
4319 E Slauson Avenue		N/A		4824-4882 E 58th St	
Maywood		N/A		Maywood	
CA		N/A		CA	
90270		N/A		90270	
Contact:	Ziad Mazboudi	Contact:	TBD	Contact:	TBD
Phone	626-532-2018	Phone	TBD	Phone	TBD
Email:	ziad.mazboudi@transtech.org	Email:	TBD	Email:	TBD
Fax:		Fax:		Fax:	

CORPORATE ADDRESS:
2580 Esters Blvd., Suite 100
DFW Airport, TX 75261

MAILING ADDRESS:
P.O. Box 3467
Coppell, TX 75019

REMITTANCE ADDRESS:
P.O. Box 734158
Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:
1085 N. Main Street, Suite C
Orange, CA 92867

NORTHERN CALIFORNIA:
927 Enterprise Way, Suite A
Napa, CA 94558

ARIZONA:
2452 W. Birchwood Ave, Suite 112
Mesa, AZ 85202

LAS VEGAS:
6225 S. Valley View Blvd., Suite I
Las Vegas, NV 89118

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Structure Pricing

NFC Custom Wave Structure Details				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	Custom Wave	Grout Installation	USA Shade
	Structure Size:	41'x41'	Footing Type:	Drilled Pier
	USA Shade Model Number	N/A	Base Attachment:	Recessed Base Plate
	Entry Height:	10'0"x18'2"	Anchor Bolts:	Included
	No of Columns:	4	Concrete Cutting:	N/A
	No of Fabric Tops:	1	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Dirt
	Fabric Color:	Blue	NOTES List for structure before 3% BuyBoard contract - \$26,000.00.	
	Steel Finish:	Powder Coated		
	Steel Color:	Grey		
	Electrical Provisions:	N/A		
TOTAL PRICE	Cable/HDW Finish:	Galvanized		
\$43,319.75	Concept No:	CON-SEP-036-17(1006.1)		

DISCOUNTS/ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
1	Sourcewell Discount	3% Sourcewell Discount off List price of \$26,000.00	-\$780.00
1	Early ship anchor bolts	No charge.	
TOTAL FOR DISCOUNTS/ACCESS/MISC ITEMS:			-\$780.00

PRICING TOTALS:	
Unit Total	\$26,000.00
Discounts / Accessories / Miscellaneous	-\$780.00
Freight (requires full truckload)	\$5,808.00
SUBTOTAL	\$31,028.00
Sales Tax (9.5%)	\$2,947.66
Engineering	waived
Installation (install steel posts, build frame, install fabric only. All other work by others.)	\$8,950.77
TOTAL PRICE	\$42,926.43

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	PO
(2) Upon delivery of Unit(s)	N/A
(3) Upon completion of assembly/installation	In full
(4) Other (specify):	N/A
NOTES:	
Installation includes: (1) mobilization, labor and equipment to install steel posts, build structure frame and install fabric. All other work including pouring of concrete footers and setting of anchor bolts to be performed by others and completed prior to mobilization of USA Shade. Layout, concrete footers and anchor bolts must be completed and in compliance per drawings provided by USA Shade. All pour backs and grout to be completed by others.	

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS		NOTES
Building Code	CBC 2019	Lead-time for this structure will range from 14-18 weeks.
Wind Load	115 mph	
Snow Load	5 psf	
Drawing Size	Electronic	
No. of Sealed Drawings		
Calculations Required	Yes	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
☒	☐	Sealed Drawings & Calculations	☒	☐	Prevailing Wage / Certified Payroll
☐	☒	Permit Submittal	☐	☒	Union Wages
☐	☒	Permit Fee	☒	☐	Fencing
☐	☒	DSA Submittal & Fees	☐	☒	Curb Repair
☒	☐	Design and Engineering of Structure	☐	☒	Landscape Repair
☒	☐	Design and Engineering of Foundation	☐	☒	Demolition (Existing Structures)
☐	☒	Reactions and Loads for attachment to Walls, Rooftops, or Other	☐	☒	Payment and Performance Bonds
☐	☒	Foundation Location and Elevation Survey	☐	☒	Special Inspection Fees



Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.



- 4) **Standard Exclusions:** Unless specifically included under the “General Scope of Work” section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner’s property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser’s contract with Owner:
- “The manufacturer’s warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty.”
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company’s standard insurance. A copy of the Company’s standard insurance is available for your review prior to acceptance of the Company’s proposal.
- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the “General Scope of Work”. The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the “General Scope of Work” will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead time from Company’s receipt of the “Notice To Proceed” is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.



- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.



General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and/or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - o the supplied structures, products, services and/or labor are not paid for in full;
 - o the structures are not assembled in strict compliance with USA SHADE specifications;
 - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - o normal wear and tear;
 - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - o workmanship related to assembly not provided by the Company or its agents;
 - o fabric curtains, valances, and flat vertical panels;
 - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.



16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
 - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
 - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
 - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
 - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
 - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.



Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:

City of Maywood

SELLER:

USA SHADE & Fabric Structures

Signature:

By: (Print)

Title:

Date:

Signature: *Angel Rich*

By: (Print) Angel Rich

Title: Regional Manager

Date: March 28, 2022

NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.

Attachment No. 4 – Shade Structure Rendering



Fitness Court® Shade Structures

USA SHADE is the official shade structure provider of the National Fitness Campaign. This shade structure has been designed specifically for the Fitness Court®, integrating beautifully with form and function.

For more information about the National Fitness Campaign, visit: www.nationalfitnesscampaign.com



Increases Use



UV Protection



Designed for
the Fitness Court®



Heightens
Aesthetics



Durable Fabrics



Need shade for your Fitness Court?
Contact Ana Lanier at alanier@usa-shade.com
1(972) 354-6501

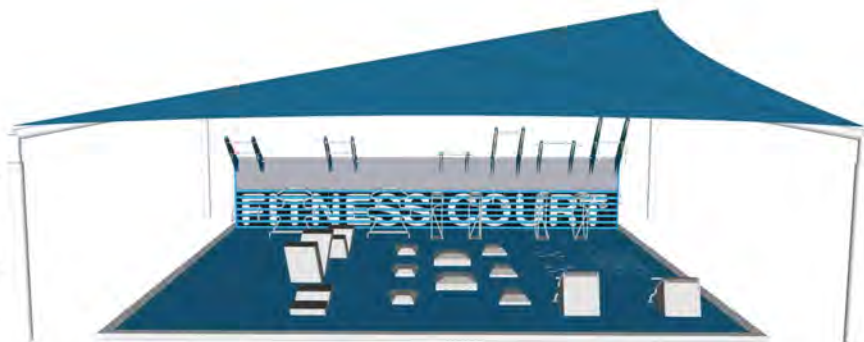
Fitness Court Shade Structure

This document is intended to provide an estimated total budget for developing and implementing a shade structure over the The Fitness Court® with USASHade in collaboration with the National Fitness Campaign.



USA SHADE is the official shade structure sponsor of National Fitness Campaign. This unique shade structure has been designed specifically for the Fitness Court®, integrating beautifully with form and function.

Fitness Court® shade structures employ durable fabrics to boost UV protection, heighten aesthetics and increase overall use of the Fitness Court®.



Color Package

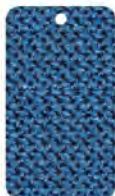
Post Option:
Powder coated steel



Tele-gray
115892



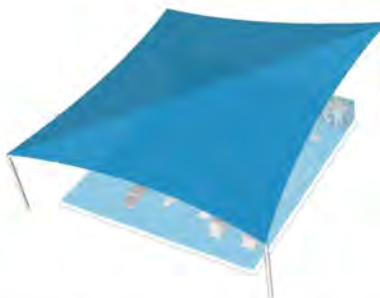
Shade Option:
Canvas material



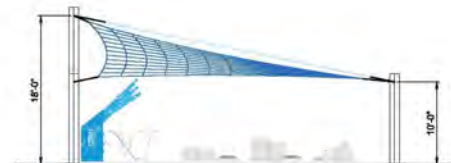
Navy Blue
Shade 90%
UV 94%



Quick View



Side Profile



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: April 27, 2022

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 SUPPORTING SENATE BILL 679, WHICH WOULD ESTABLISH A LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY

RECOMMENDATION:

Staff recommends that the City Council support SB679 (Kamlager), if amended, to ensure that the bill provides at least an additional seat for cities under 150,000 in population that are disproportionately impacted by the housing crisis, and includes strong labor standards that allow for new construction of buildings less than 40 units in size and direct the Mayor to communicate the City's support to the bill's author and our state legislative delegation through the attached Support Letter.

BACKGROUND:

Senate Bill 679 by Senator Sydney Kamlager would create a new, independent countywide agency that has the power to raise public and private revenues to fund renter protections and support programs, affordable housing preservation, and affordable housing production across Los Angeles County.

SB 679, which has been approved by the State Senate, now sits in the State Assembly. The bill would create a new independent countywide agency comprised of County Supervisors, large and small city representatives, and housing experts, as well as a Citizens Oversight Committee comprised of housing experts, practitioners, and people with lived experience with homelessness and housing instability.

DISCUSSION:

With the approval of this Bill, the legislation guarantees that a minimum level of funding would be available to agencies for renter protection & support, and affordable housing preservation and production. The funding will be allocated annually for the eligible uses mentioned above as well as for technical assistance and capacity support related to affordable housing for all jurisdictions within Los Angeles County. The Bill has been through many revisions and currently the City of Maywood supports it, if amended, to ensure that the bill provides at least an additional seat for cities under 150,000 in population that are disproportionately impacted by the housing crisis, and includes strong labor standards that allow for new construction of buildings less than 40 units in size.

Modeled on concepts such as the New York Housing Development Corporation and the Bay Area Housing Finance Authority, the Agency represents an opportunity to use a regional framework to address affordable housing on a local basis. The agency would not have any land use or entitlement authority and is instead focused on creative and sustained financing for a range of programs that support low-income renters, preserve existing affordable housing, and create new affordable housing.

LEGAL REVIEW:

The Clty Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENT(S)

1. Letter of Support SB 679

AGENDA ITEM No. 8.



City of Maywood

4319 East Slauson Avenue • Maywood, California 90270

Tel: (323) 562-5700 • Fax (323) 773-2806

April 27, 2022

Senator Sydney Kamlager
1021 O Street, Suite 6510
Sacramento, CA 95814

SUBJECT: Senate Bill SB 679 (KAMLAGER): SUPPORT

Dear Senator Kamlager,

We write to express our appreciation for your leadership on SB679 which would create the L.A. County Affordable Housing Solutions agency, also known as LACAHS. We also write to request certain amendments to the bill that, we believe, would strengthen the agency's ability to support under-resourced communities like ours.

As you well know, the housing affordability crisis is devastating our communities. Rents continue to rise exponentially faster than incomes, driving our community members out of their longtime homes and to far away communities, or homelessness.

Your legislation represents an ambitious effort to create real, meaningful ongoing funding for the solutions that we need—rental assistance for low-income people and families, the preservation of the affordable housing that we have, and the creation of new affordable housing.

To further strengthen the legislation, we request two amendments:

- An additional at-large seat on the governing board for small cities under 150,000 in size that prioritizes cities who are disproportionately impacted by the housing affordability crisis and community displacement
- A commitment that strong labor protections for workers also includes the ability to build smaller building consistent with the scale and character of our communities

We look forward to continuing to work with you, and the co-authors, on this legislation to ensure its successful passage this legislative session.

Sincerely,

Heber Marquez, Mayor
City of Maywood

CC:

Speaker Anthony Rendon,
Assemblymember Buffy Wicks, Chair, Housing and Community Development Committee
Assemblymember Cecilia Aguilar-Curry, Chair, Local Government Committee
Sen. Scott Weiner, Chair, Housing Committee
Sen. Anna Cabellero, Chair, Governance and Finance Committee

Principal Co-Authors: Assemblymember Mike Gipson, Assemblymember Richard Bloom
Co-Authors: Assemblymember Isaac Bryan, Assemblymember Wendy Carillo,
Assemblymember Laura Friedman, Assemblymember Chris Holden, Assemblymember Adrin Nazarian, Assemblymember Luz Rivas, Senator Ben Allen, Senator Stephen Bradford, Senator Maria-Elena Durazo, Senator Lena Gonzalez, Senator Robert Hertzberg, Senator Connie Leyva, Senator Henry Stern

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: April 27, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF ADOPTION OF RESOLUTION NOS. 6234, 6235, AND 6236 FOR THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) YGRENE PROGRAMS IN THE CITY OF MAYWOOD AND APPROVAL OF THE CITY'S PARTICIPATION IN THE GOLDEN STATE FINANCE AUTHORITY JOINT POWERS AGREEMENT AS AN ASSOCIATE MEMBER

RECOMMENDATION:

It is recommended that the City Council adopt the attached resolutions (Resolutions No. 6234, 6235 and 6236) authorizing the City's participation in CSCDA Open PACE Ygrene programs and approve the City's participation in the Golden State Finance Authority JPA as an associate member and approve and authorize the execution by the Mayor of the amended and restated joint exercise of powers agreement and/or any necessary documents as required by the JPA for the City's participation.

1. Adopt Resolution No. 6234 consenting to the inclusion of properties within the territory of the city in the CSCDA open PACE programs; Authorizing the California Statewide Communities Development Authority to accept applications from property owners; and
2. Adopt Resolution No. 6235 consenting to inclusion of properties within the City's jurisdiction in the Golden State Finance Authority Community Facilities District No. 2014-1 (Clean Energy) to finance renewable energy improvements, energy efficiency and water conservation improvements, electric vehicle charging infrastructure and other improvements; and
3. Adopt Resolution No. 6236 consenting to inclusion of properties within the City's jurisdiction in the Golden State Finance Authority program to finance renewable energy generation, energy and water efficiency improvements, electric vehicle charging infrastructure.

BACKGROUND:

On May 11, 1993, the City of Maywood joined the California Statewide Communities Development Authority (CSCDA), the largest Joint Powers Authority (JPA) in California, that implemented and administers the Property Assessed Clean Energy (PACE) programs operating in over 500 member agencies in the state of

California. The provisions of Chapter 29 of Division 7 of the Streets and Highway Code (referred to as “AB 811”) authorizes voluntary contractual assessment programs for charter and general law cities to provide financing for the purchase or installation of renewable energy improvements. Appointed PACE programs administrators manage the California Statewide Communities Development Authority (CSCDA) Open PACE programs and offer residential and commercial property owners competitive financing options.

In 2008, Assembly Bill (AB) 811 Contractual Assessment Program was signed into law, authorizing local governments to provide the PACE program for contractual assessments to qualified property owners. Under the PACE programs, public agencies are allowed to make assessments of financing for property owners levied against the property. Property owners agreed to the payment installments on the property tax bills for the installation of renewable energy sources, energy efficiency sources, water efficiency improvements, electric vehicle charging stations, and seismic improvements. The assessment remains on the property until the property owner repays the cost of the improvements.

In 2011, Senate Bill (SB) 555 Community Facilities District amended the Mello-Roos Community Facilities Act to create the Community Facility Districts (CFDs). The PACE program allowed participating property owners not to have a lien applied but instead applied to the deed. Senate Bill (SB) 555 accepts financing or refinancing for the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy, seismic improvements, and electric vehicle charging infrastructure on residents and commercial properties.

The Golden State Finance Authority (GSFA) is a Joint Powers Authority (JPA) established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Act”) entered into an agreement in 1993. The (GSFA) implements the Property Assessed Clean Energy (PACE) under the legislative authority of two separate California PACE laws, SB 555 and AB 811. The program allows the financing or refinancing of renewable energy improvements, energy efficiency and water conservation improvements, electric vehicle charging infrastructure, and other infrastructure improvements.

The PACE programs are thoroughly regulated and structured home improvement financing programs available to commercial and residential property owners in the state. In 2016, Assembly Bill (AB) 2693 implemented standardized financial disclosure requirements, and Assembly Bill (AB) 1284 and Senate Bill (SB) 242 were signed into law in September 2017, further enhancing consumer protection measures and best practices for contractor oversight. In September 2018, an additional PACE bill was signed into law in Senate Bill (SB) 465, extending PACE qualified criteria that included fire hardening.

DISCUSSION:

The PACE program allows participating cities to offer their residential and commercial property owners alternative finance options for the installation of renewable energy, energy efficiency, water conservation, seismic retrofitting, electric vehicle charging, and fire resiliency projects on their properties. Participation in the contractual assessment provides California’s local governments with an effective tool for the timely financing of community-based public benefit projects. A voluntary contractual assessment is offered which is levied by CSCDA and collected in annual installments through the property owners’ property tax bill. However, unlike traditional credit-based options, the program is property-based rather than applicant-based, which offers the following benefits:

- The program is 100% voluntary. Only property owners who choose to finance improvements will have assessments placed on their property.
- Affordable, low, fixed interest rates.
- A network of independent contractors and contractor oversight.
- Lower payment options and longer financing terms.
- Repayments of the loan stay on the property and are not bound to the property owner upon sale.

The PACE programs are ready-to-use solutions that can be implemented and offered by third-party administrators to residents. PACE programs create a competitive market that enables a better overall consumer experience for residential and commercial property owners. Adopting the PACE programs would

incentivize more property owners to undertake improvements, resulting in the creation of more renewable energy and local jobs. Other benefits of the implementation of the program:

- Supports the development of renewable energy sources, installation of energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment.
- Only property owners who voluntarily choose to participate in the program will be subject either to assessments or special fees.
- Reduction in energy use and renewable energy improvements lowers utility bills.
- The use of electric vehicle charging
- Seismic retrofitting
- Fire protection would support the City's Climate Action Plan (CAP), Disaster Preparedness, and Economic Development goals.

The PACE program is voluntary for property owners. However, cities must take specific actions to make PACE programs available in their jurisdiction. Many participating member cities have elected to partner with outside public entities to provide the PACE program's financing options for its residents. The third-party (Ygrene) is a leading PACE program administrator in partnership with GSFA as the Joint Powers Authority (JPA). Ygrene serves residential and commercial property owners throughout member agencies in the state by offering options to finance energy and water resiliency improvements. The Ygrene PACE program delivers financing options under Assembly Bill (AB) 811 and Senate Bill (SB) 555. It ensures that should market conditions, consumer demand, or legislative changes affect one PACE program more than another, GSFA has the flexibility to use either program without any interruption to the service.

The PACE programs involve no taxpayer dollars or staff obligation for program administration, and the transactions are between program administrators and building owners. The City will incur no cost or risk associated with program activities, nor is it obligated to provide any administrative support or marketing for the programs, which are administered by the program administrators.

The City is currently not a member of GSFA (JPA) and will need to execute a member agreement opt-in as an Associate Member of GSFA to participate in the PACE programs. Staff is recommending that the City Council consider the adoption of the resolutions outlined in the report to allow commercial and residential (CSCDA) Open PACE and (GSFA) PACE Programs to be offered by Ygrene and operate in the City.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The PACE program is privately funded, and it will not have a fiscal impact on the City's General Fund, City funds, or staff time. There is no fiscal impact cost associated with the City joining the California Home Finance Authority as an associate member. The PACE administrators will carry out their program administrative, marketing, and financial obligations.

ATTACHMENT(S)

1. City of Maywood Resolution No. 6234
2. City of Maywood Resolution No. 6235
3. City of Maywood Resolution No. 6236
4. Golden State Finance Authority Amended and Restated Joint Exercise of Power Agreement
5. Acknowledging receipt of the California Home Finance Authority Amended and Restated Joint Exercise of Power Agreement
6. Maywood PACE Presentation PowerPoint

RESOLUTION NO. 6234

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Maywood (the “City”); and

WHEREAS, Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) authorizes the Authority to establish voluntary contractual assessment programs to finance or refinance renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments within counties and cities throughout the State of California that consent to the participation of properties within their respective territories and the issuance of bonds from time to time; and

WHEREAS, for the purpose of providing financing and refinancing for the Improvements, the Authority has established two CSCDA Open PACE Programs (the “Programs”): (i) the CaliforniaFIRST Program and (ii) the CSCDA Open PACE Program; and

WHEREAS, the Authority has designated multiple third-party program administrators to administer the Programs; the current program administrators are the CounterPointe Sustainable Real Estate (CA) LLC, PACE Funding Group LLC, Renew Financial Group LLC, CleanFund Commercial PACE Capital, Fortifi, Greenworks Lending, White Oak Advisors, Stonehill PACE, LLC, LordCap PACE, Green PACE Capital, Poppy Bank, PACE Loan Group, GreenRock Healthcare Capital, CastleGreen Finance, Bayview Asset Management and Petros PACE Finance, and the Authority will notify the City of any additions or changes; and

WHEREAS, the Authority may also administer certain projects itself, working directly with third-party capital providers; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City’s official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Maywood as follows:

Section 1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Program within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager of the

City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Community Development Analyst.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

Section 7. The City Clerk shall certify the adoption of the resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Maywood on the 27th day of April 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Heber Marquez, Mayor

Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

RESOLUTION NO. 6235

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE GOLDEN STATE FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND OTHER IMPROVEMENTS AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the Golden State Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements, electric vehicle charging infrastructure, and other improvements (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Maywood (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by acknowledgment of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Maywood as follows:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.
2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.
4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.
5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.
6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.
7. The City Clerk shall certify the adoption of the resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Maywood on the 27th day of April 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Heber Marquez, Mayor

ATTEST:

Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

RESOLUTION NO. 6236

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION
IN THE GOLDEN STATE FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT
NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY
IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION
IMPROVEMENTS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND
OTHER IMPROVEMENTS AND APPROVING ASSOCIATE MEMBERSHIP IN THE
JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO**

Recitals

WHEREAS, the Golden State Finance Authority, a California joint powers authority formerly known as California Home Finance Authority (the "Authority"), has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the City of Maywood is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by acknowledgement of the

JPA Agreement, a copy of which is attached as Exhibit “A” hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Maywood as follows:

1. This City Council finds and declares that properties in the City’s incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.
2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.
4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.
5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.
6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.
7. The City Clerk shall certify the adoption of the resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Maywood on the 27th day of April 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Heber Marquez, Mayor

ATTEST:

Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

GOLDEN STATE FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated November 1, 2019)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. On May 5, 2015, the name of the authority was changed to Golden State Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on May 5, 2015.

B. WHEREAS, the Members of Golden State Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers' agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure.

D. WHEREAS, the Members are each empowered by law to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse.

E. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purposes of financing the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure as authorized by the Act, and establishing and operating programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the Executive Committee.

"Authority" means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

“Supervisor” means an elected County Supervisor from an RCRC member county.

2. Purpose

The purposes of the Authority are to provide financing for the acquisition, construction, improvement, preservation, and rehabilitation of real property and infrastructure, and to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse, in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including provision of financing and other programs and projects as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers' authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure, including without limitation the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may receive funds from any lawful source and may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act or applicable law, and to secure such debt, to further such purpose. Without limiting the generality of the foregoing, the Authority shall be empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500) of the Government Code of the State of California). The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act. The Authority shall

further have the power to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse. The Authority may exercise the common powers of the Members and exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving grants, gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation, wildfire safety, seismic strengthening, and renewable energy improvements, or any other improvements authorized by law, to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.
- (10) establishing and administering one or more nonprofit corporations under the Nonprofit Corporations Law (Division 2 (commencing with Section 5000) of the Corporations Code of the State of California) to undertake programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board

who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, and to adopt administrative, personnel, accounting, and similar internal policies for the operation of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other

applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other improvements, programs, and projects as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the

activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993

Amended and restated December 10, 1998

Amended and restated February 18, 1999

Amended and restated September 18, 2002

Amended and restated January 28, 2004

Amended and restated December 10, 2014

Amended and restated May 5, 2015

Amended and restated November 1, 2019

COUNTY OF /CITY OF _____

By: _____

Dated: _____

Name:

Title:

Attest:

By _____

Clerk of the Board of Supervisors

[PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

ACKNOWLEDGING RECEIPT OF THE CALIFORNIA HOME FINANCE AUTHORITY
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

CITY OF MAYWOOD

By: _____
Heber Marquez, Mayor

Dated: _____

Attest:

By _____
Andrea Aguilar, City Clerk

Property Assessed Clean Energy

City of Maywood

April 27, 2022



What is PACE?



1. Framework

States pass enabling laws that allow local governments to offer PACE financing to building owners. PACE is completely voluntary.



2. Project

Qualified PACE service providers help building owners select cost-effective projects that make good business sense.



3. Financing

PACE programs process applications, qualify projects and provide or arrange financing. An assessment or charge is added to the property's tax roll once the funds are disbursed.

Eligible Improvements

Over than 100 residential improvements, 125 commercial



Water Efficiency

- Low Flow Plumbing
 - Artificial Turf
- Drip Irrigation



Landscaping

- Drip Irrigation
- Rainwater Catchment
 - Artificial Turf



Windows & Doors

- Sealing
- Skylights
- Sunrooms



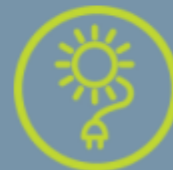
Roofing

- Roof Replacement
 - Gutters
- Attic Insulation



Heating & AC

- Central HVAC
- Heat Pumps
- Duct Replacements



Solar

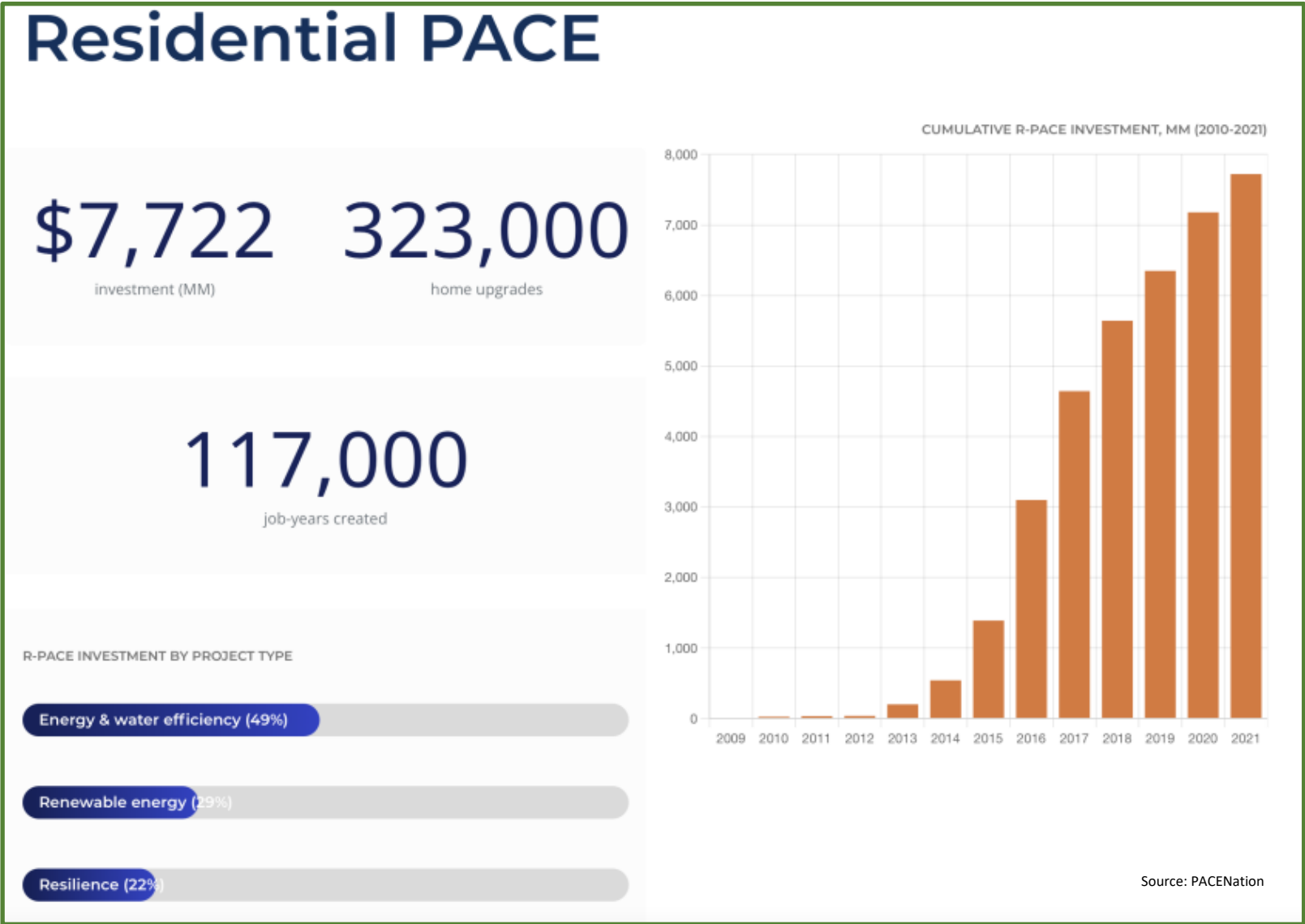
- Panels
- Pool Heating
- Inverters

PACE advances California’s public policy

PACE Advances Public Policy

Advancing Landmark Legislation	Supported by PACE
<u>AB 32</u> – The Global Warming Solutions Act of 2006	✓
<u>SB 100</u> – Mandates 100% fossil-free electricity by the year 2045	✓
<u>SB 350</u> – The Clean Energy and Pollution Reduction Act of 2015	✓
<u>SB 606</u> – Water Management Planning	✓
<u>AB 38</u> – Fire Safety and Wildfire Mitigation	✓

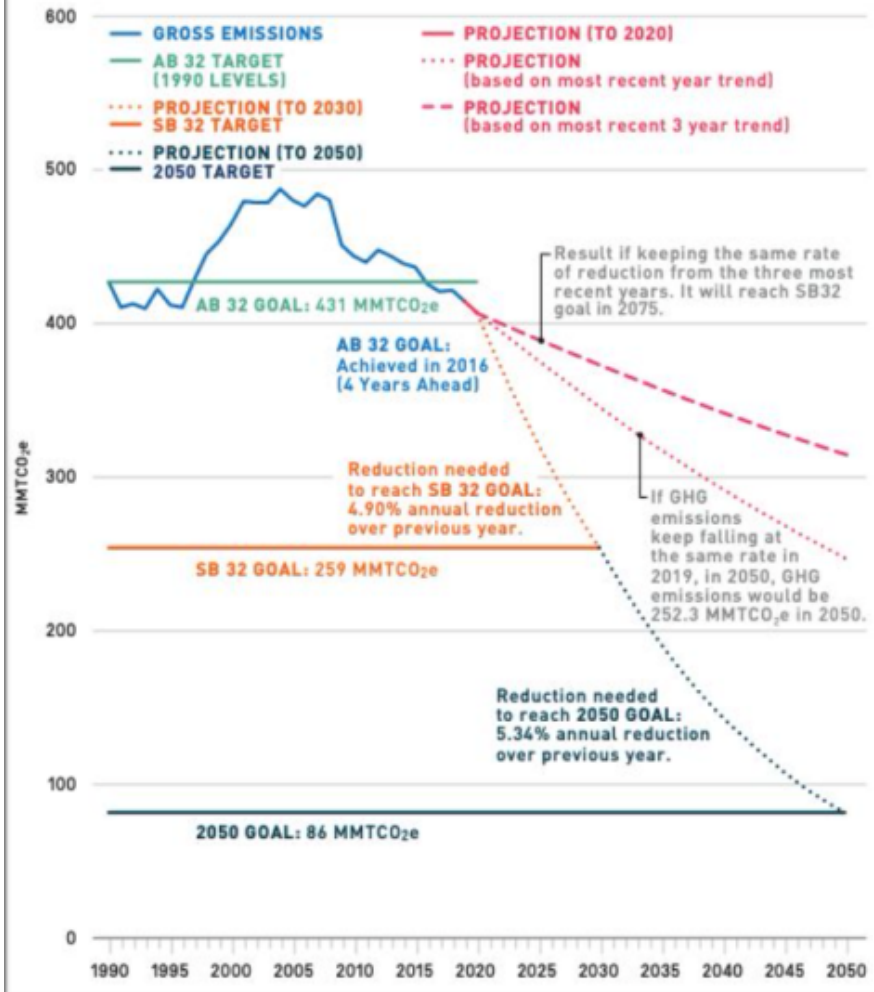
PACE Administrators deliver best-in-class financing with the highest standard of consumer protections and a commitment to making it easier for communities to invest in their future. Together, with its many government partners, PACE Administrators are improving and protecting communities across California, creating tens of thousands of jobs, stimulating local economies, protecting communities from natural disasters, saving energy, and making a positive impact on the environment- all without reliance on taxpayer dollars.



PACE will help achieve California's ambitious decarbonization goals

Figure 1. GHG Emissions and Projected Reduction Goals

CALIFORNIA, 1990-2050



- California's goal of reducing greenhouse gas emissions requires approx 5% reductions in GHG emissions every year until 2050.
- California's 9 million single-family homes are responsible for 28 million metric tons of CO₂ emissions annually.
- A grant-only approach to LMI building decarbonization investments would require a cumulative 25-year public and ratepayer capital commitment on the order of \$72-150 billion.

In order for California to win the climate change battle we must provide low- and moderate- income homeowners a highly regulated form of financing that is safe, equitable, easy to navigate and inexpensive.

PACE is highly regulated

Clear Consumer Disclosures

Confirm Terms Recorded Phone Call
Property Owner Certificate of Completion
"Know Before You Owe" Disclosure
First Payment Notification Letter
Consumer Protection Guide
Language Access & Services
Underwriting Enhancements
Scheduled Series of Communications re Escrow Accounts

Customer Service Escalation

Customer Service Team Available for All Consumer Inquiries
Dedicated Escalation Team
Homeowner Complaint Response & Resolution Processes

Financing Safeguards

Ability to Pay Analysis
Property-Based Underwriting Standards
Exclusion of Properties with Reverse Mortgages
Exclusion of Properties Gifted to Homeowners by Nonprofits
Prohibition of Balloon Payments, Pre-Payment Fees
Right to Cancel
Foreclosure Avoidance Protections

Anti-Fraud Measures

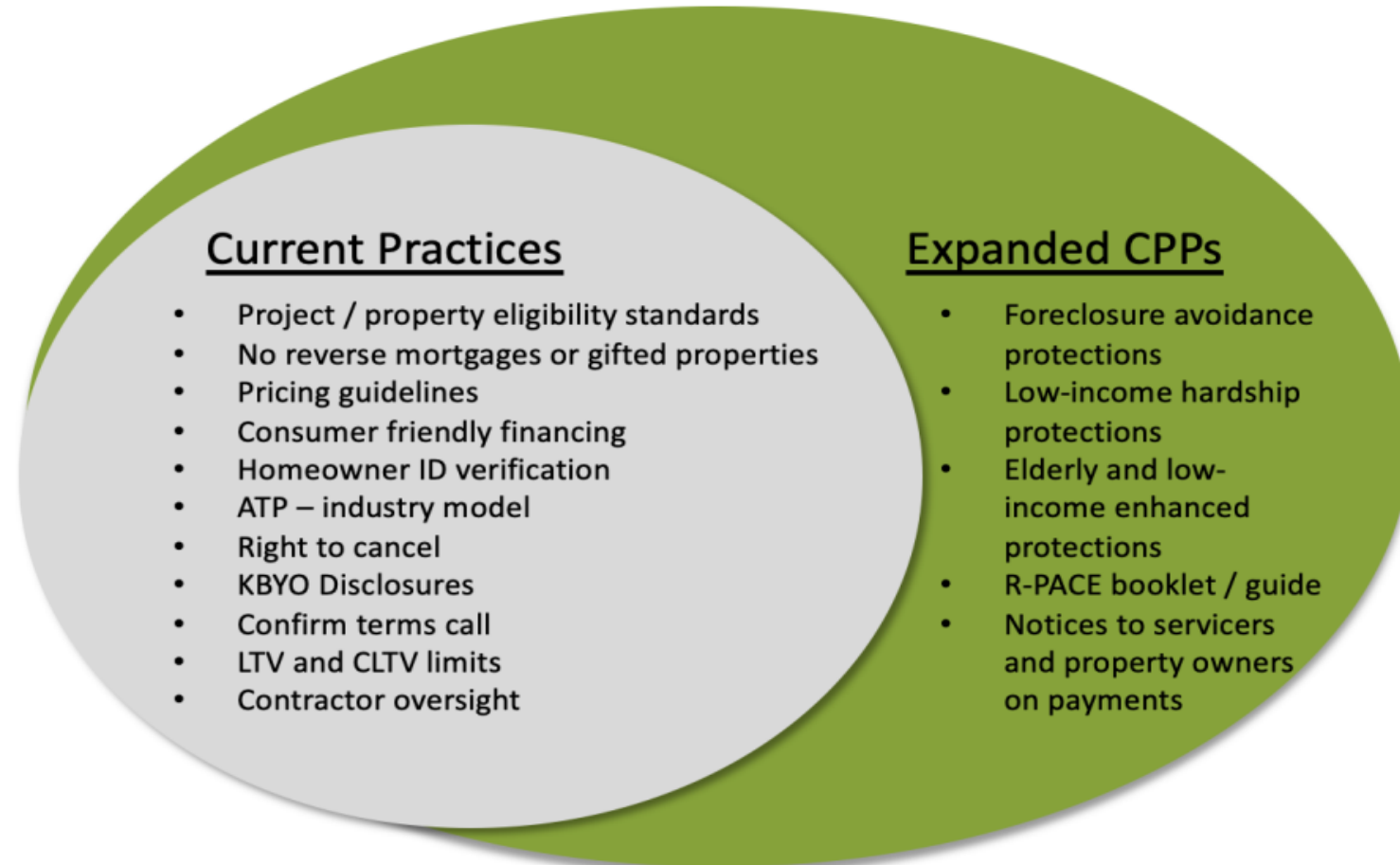
R-PACE Lien Registry
Homeowner Identification and Verification
Contractor Background Checks
Contractor Compliance Monitoring

Contractor Integrity

Validation of Credentials (Insurance/License)
Reputation Review (Social Media/BBB)
Financial Strength Review of Company & Owner
Formal Contractor Training
Contractor Participation Agreement / Code of Conduct
Monitor Contractor Credentials
Monitor Contractor Behavior
Terminate Poor Performers & Joint "Do Not Hire" Registry
Pricing Controls
Work Completion Certification prior to Contractor Payment
Change Order Confirmation Call

Consumer Protections

PACENation and residential PACE providers worked together to expand existing consumer protections and address concerns expressed by national and regional consumer groups. The model policies will apply to all residential program administrators as of March 31, 2022.



PACE Consumer Protections Exceed Other Financing Options

	PACE	HEL/HELOC	Unsecured Debt
Minimum level of equity in property	✓	✓	✗
Not delinquent on property related debt	✓	✓	✗
Not in bankruptcy	✓	✗	✗
Loan to value limit	✓	✓	✗
Term tied to useful life improvement	✓	✗	✗
Pre/post-funding customer support	✓	✗	✗
Fixed rate and fully amortized	✓	✗	✗
Improvement pricing review	✓	✗	✗
Certificate of completion	✓	✗	✗
Rigorous contractor training and oversight	✓	✗	✗

PACE is a less expensive form of home improvement financing

FICO Score Range	Unsecured Average Interest Rate	Typical PACE Interest Rate
720+	10.73%	7.99%
680 - 719	19.04%	7.99%
660 - 679	24.74%	7.99%
640 - 659	30.18%	7.99%
620 - 639	37.09%	7.99%

Source: LendingTree Q1 2021 customer data - <https://www.lendingtree.com/personal/personal-loans-statistics/>

No Cost to Local Government

Ongoing Reimbursement for Services

- Service Fees paid to
- Auditor-Controllers
 - Property Appraisers/Assessors
 - Tax Collectors
 - Other local agencies as directed

No Upfront Costs

- No start-up costs
- No setup or administrative fees
- No additional staff required for program

PACE-eligible jurisdictions near Maywood

- Agoura Hills
- Alhambra
- Arcadia
- Baldwin Park
- Bell
- Claremont
- Commerce
- Covina
- Cudahy
- Duarte
- El Monte
- Gardena
- Glendora
- Huntington Park
- Inglewood
- La Verne
- Lancaster
- Long Beach
- Lynwood
- Manhattan Beach
- Montebello
- Monterey Park
- Norwalk
- Palmdale
- Redondo Beach
- Santa Fe Springs
- Santa Monica
- South Gate
- Torrance
- Walnut
- West Covina
- West Hollywood

Recent Articles and Information

- The LA Metro Hispanic Chamber – resolving access to capital - Brooklyn & Boyle newspaper (Jan 2022)

<http://www.brooklynboyle.com/2022/01/op-ed-resolving-access-to-capital.html>

- More Cities in LA County approve PACE Financing (Feb 2022)

<https://www.prnewswire.com/news-releases/more-cities-in-la-county-approve-pace-financing-option-for-energy-and-water-savings-renewable-energy-earthquake-preparedness-and-wildfire-hardening-301472860.html>

- PACENation Announcement of 22 Consumer Protection Principles for PACE Industry (Oct 2021)

<https://www.pacenation.org/wp-content/uploads/2021/11/PACENation-R-PACE-Consumer-Protection-Policy-Principles-ADOPTED-October-21.2021.pdf>

Next Steps for the City of Maywood

- Review Staff Report Recommendation
- Maywood City Council votes to approve resolutions under AB 811 and SB 555 that allows PACE to operate within its jurisdiction through programs offered by:
 - California Statewide Communities Development Authority (CSCDA) – City of Maywood has been a member of CSCDA since 1993
 - Golden State Finance Authority (GSFA)
- City of Maywood signs JPA agreement and becomes member of GSFA

THANK YOU

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: April 27, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: PAVEMENT MANAGEMENT PROGRAM UPDATE

RECOMMENDATION:

It is recommended that the City Council receive and file the City's Pavement Management Program Update

BACKGROUND:

A Pavement Management Program (PMP) is a planning and budgeting tool used to prioritize roadway rehabilitation and maintenance projects over a ten-year period. In order to receive Metro Proposition C Funds, Metro requires PMP to be updated every three years. A PMP provides a formal systematic approach to assessing, monitoring, and managing the condition of roadways in the most cost-effective manner. The results of the study help determine the most appropriate locations and the optimum approach to pavement rehabilitation and maintenance.

A basic PMP involves dividing the City's street network into segments of approximately one-block length. The segments are evaluated by counting the number of cracks, measuring the size and type of cracking, and collecting other pavement surface information. The measurements are analyzed mathematically, and each segment is given a condition rating number (between 0 and 100) that is used to rank the streets in the order of their conditions. Combined with data on traffic volumes and pavement thicknesses, the program processes the condition data and produces recommendations for which streets to repair, in what order, the optimum method of repair, and the estimated costs. This information is used to prioritize and schedule street rehabilitation through the long-range Capital Improvement Program (CIP) and budget process. The local street system is also monitored and managed by the PMP.

In February 2022, the City completed a city-wide PMP (Pavement Management Program) study through NCE, the City's consultant for this report. The Study presents the findings and recommendations from the development of the system data associated with the pavement condition survey of the City's street network, including:

- Pavement Condition Summaries
- Preservation and Repair Activities
- Projected Budgets for Projects based on those Activities.

DISCUSSION:

PMP is a Planning Tool and is updated based on ongoing Engineering Evaluations: The recommendations generated by the PMP are for planning purposes only and are not intended to replace sound engineering judgement for actual construction. The PMP is used as the basis for making strategic decisions to plan future work effectively and cost efficiently. Annually, field observations are conducted to update and supplement the information in the PMP report to develop cost effective projects with efficient cost/benefit ratio based on field conditions, other relevant projects, budget availability, and various other factors that may exist at the time.

Pavement Condition Index (PCI): The PCI system is a rating mechanism used to describe the condition of the City's pavement and has been adopted as the nation's standard rating system by America Association of State Highway and Transportation Officials (AASHTO) and American Society for Testing Material (ASTM). Ranging between "0" and "100," a PCI of "0" would correspond to a badly deteriorated pavement with virtually no remaining life, while a PCI of "100" would correspond to a pavement with proper engineering design and construction at the beginning of its life cycle.

Effective Preventative Maintenance Approach: Preventative maintenance on streets with better than average PCI ratings must be considered in combination with the more extensive rehabilitation of failing streets to realize the maximum net benefit and reduce the long-term costs. As a pavement ages, the system predicts the PCI of the pavement based on the deterioration curves. Once a street segment reaches a PCI of 40, the street segment deteriorates at a faster rate per the standard deterioration curve for asphalt pavement.

Condition of City's pavement: Per the attached PMP Report, the overall condition of the City of Maywood's road network is "Good", with an average weighted Pavement Condition Index of 75. Arterial streets are "Good" with a PCI of 80, collector streets are "Good" with a PCI of 85 and residential streets are "Good" with a PCI of 70, with 100 being a brand-new street and 0 being a badly deteriorated street with virtually no remaining life.

Replacement value and quantity of pavement: The pavement network within the City of Maywood has approximately 26.8 centerline miles of paved surfaces, comprised of approximately 7.3 centerline miles of arterial streets, 3.3 centerline miles of collector streets, and 16.2 centerline miles of residential streets.

Preservation program and costs: A strategy was developed based on a 10-year maintenance cycle. This strategy involves two traditional pavement rehabilitation treatments including both slurry seal and asphalt concrete overlays as preservation components. The strategy also used a 3% annual inflation factor for all maintenance costs. The PMP report considered the following two scenarios for annual pavement rehabilitation:

Scenario 1: Funding of \$1.0 million per year: This scenario shows the impact of the City's anticipated paving budget of \$1.0 million per year over the next 10 years, with a total budget of \$10 million over 10 years. Per this scenario, at the end of 10-year program, the average city-wide PCI would be 82, and deferred maintenance efforts would be \$0.7 Million at the end of 10 year cycle.

Scenario 2: Funding of \$1.5 million per year (Total Used \$10.2 million over 10 years): This scenario shows the impact of the City's anticipated paving budget of \$1.5 million per year over the next 10 years. After year 4, the required rehabilitation budget falls under \$1.0 million per this scenario, with a total budget of \$10.2 million over 10 years. Per this scenario, at the end of 10-year program, the average city-wide PCI would be 82, and deferred maintenance efforts would be \$0 at the end of 10-year cycle.

Work Program Approach

The attached PMP reflects a work program prioritizing preventive maintenance on the street segments whose conditions are currently at or above the critical PCI of 40. By taking this approach, street segments currently within the range of "fair" to "good" receive required preventive maintenance needed to maintain or increase their life expectancy. Choosing a "worst first" program that conducts expensive, immediate reconstruction work on the minority of streets with a PCI of "failed" to "poor", the condition of the "fair" to "excellent" streets would rapidly decrease in the interim. This would result in a significant drop in the City's overall PCI, and a depletion of valuable resources and funds.

Staff recommends that City Council receive and file the attached PMP report.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this item.

ATTACHMENT(S)

1. Pavement Management Program 2022 Update



Pavement Management Program Update 2021

Final Report

NCE Project No. 1176.01.30
Feb 2022



Fountain Valley, CA
17050 Bushard St Suite 200
Fountain Valley, CA 92708



City of Maywood

4319 E Slauson Ave
Maywood, CA 90270



Final Report

Pavement Management Program Update 2021

City of Maywood

Feb 2022

Prepared for:

City of Maywood

4319 E Slauson Ave
Maywood, CA 90270

Prepared by:

A handwritten signature in black ink, reading 'Sharlan Montgomery Dunn'.

Sharlan Montgomery Dunn, Ph.D., P.E.
Project Engineer

A handwritten signature in blue ink, reading 'Lisa K. Senn'.

Lisa K. Senn
Senior Project Manager

NCE

17050 Bushard St Suite 200
Fountain Valley, CA 92708
(714) 848-8897

NCE Project No. 1176.01.30

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Executive Summary

In 2021, the City of Maywood (City) selected Nichols Consulting Engineers, Chtd. (NCE) to update their pavement management program (PMP). This report summarizes the results of that update, and its purpose is to help educate policy makers about the current condition of the pavement network and the impact of various funding scenarios on future network condition.

The City's pavement network consists of 26.8 centerline miles of streets, which represents a substantial investment of approximately \$64.2 million. In 2021 NCE collected pavement condition data throughout the network using Metropolitan Transportation Commission (MTC) modified ASTM survey procedures. The survey data were entered into the StreetSaver[®] database, which the City uses as a PMP decision-support tool.

Overall, the City's pavement network is currently in "Good" condition with an average pavement condition index (PCI) of 75. Approximately 62.0 percent of the network is in "Good" condition with only 1.1 percent is in "Poor" or "Failed" condition.

The budget needs analysis indicated that the City needs to spend \$9.9 million over the next ten years to bring the street network to a condition that can be maintained with on-going preventive maintenance in the most cost-effective way. Two alternative budget scenarios were performed to illustrate the impacts of different funding levels. The following table lists each scenario with its corresponding ten-year budget, and PCI and deferred maintenance at the end of the analysis period.

Scenario	Description	10-Year Used Budget (\$M)	2031 PCI	2031 Deferred Maintenance (\$M)
1	Available Funding of \$1M/Yr	10.0	82	0.7
2	Available Funding of \$1.5M/Yr	10.2	82	0.0

NCE recommends that the City pursue Scenario 2, which will eliminate the deferred maintenance by 2029 and stabilize the network PCI in the low 80s. This scenario will increase the portion of the network in "Good" condition and requires a total of \$10.2 million over the next ten years.

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Appendix A

Section Description Inventory

Appendix B

Maintenance and Rehabilitation Decision Tree

Appendix C

Budget Needs Analysis Results

Appendix D

Budget Scenario Results

Appendix E

Pavement Condition Maps

Appendix F

Sections Selected for Treatment – Scenario 2

1 Introduction and Background

In 2021, the City of Maywood (City) selected Nichols Consulting Engineers, Chtd. (NCE) to update their pavement management program (PMP).

In general, PMPs are “designed to provide objective information and useful data for analysis so that... managers can make more consistent, cost effective, and defensible decisions related to the preservation of a pavement network.”¹

To update the City’s PMP, NCE performed condition surveys using Metropolitan Transportation Commission (MTC) modified² ASTM D6433³ survey procedures. Surveys did not include non-pavement issues such as traffic, safety and road hazards, geometric issues, shoulders, sidewalks, curb and gutters, drainage issues, or immediate maintenance needs.

After inspection, all survey data were entered into the City’s StreetSaver® database and pavement condition index (PCI) calculations were performed. NCE then met with City staff and reviewed and updated the maintenance and rehabilitation (M&R) strategies and treatments. NCE also updated the treatment unit costs based on recent bid tabs from the City and other neighboring jurisdictions.

A budget needs analysis was performed for a ten-year analysis period with an annual inflation rate of 3 percent. This analysis identified M&R recommendations for each pavement section and determined the total M&R budget needs for the analysis period. Finally, two budget scenarios were analyzed for the street network.

This report answers the following questions for the City:

- What does the City’s pavement network include?
- What is the current condition of the pavement network?
- What are the City’s current M&R strategies?
- How much funding is required to perform all needed M&R treatments over the next 10 years?
- What effect will the City’s existing funding have on the network condition and deferred maintenance?
- What effect will other funding levels have on the network condition and deferred maintenance?

¹ AASHTO “Guidelines for Pavement Management Systems”. American Association of State Highway and Transportation Officials, Washington, DC, July 1990.

² PCI Distress Identification Manuals (AC 4th Edition, PCC 3rd Edition), Metropolitan Transportation Commission, San Francisco, CA March 2016.

³ ASTM D6433-18 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys, ASTM International, West Conshohocken, PA, 2018, www.astm.org.

2 Network Summary

The City is responsible for maintaining approximately 26.8 centerline miles of streets (136 pavement sections). The network is predominantly composed of asphalt concrete (AC) pavement with four composite (AC over PCC) sections and ten portland cement concrete (PCC) sections. Table 1 summarizes the street network by functional classification.

Table 1. Network Summary Statistics

Functional Class	Number of Sections	Centerline Miles	Lane Miles	Network Area (%)
Arterials	63	7.3	20.0	35.3
Collectors	13	3.3	6.5	11.3
Residential	60	16.2	32.3	53.4
Total	136	26.8	58.8	100.0

The street network replacement cost is estimated to be approximately \$64.2 million. This can be viewed as the value of the pavement network and is the amount needed to fund a reconstruction of the entire paved network. It does not include related infrastructure assets such as sidewalks, signals, markings, signs, or storm drains.

3 Pavement Condition

Pavement condition is typically quantified using the pavement condition index (PCI), which ranges from 100 (best) to 0 (worst). Pavement condition is affected by the environment, traffic loads and volumes, construction materials, and age. Figure 1 shows photos of streets with varying PCIs.

The PCI scale is divided into four general condition categories. Pavements in "Good" condition have a PCI above 70, pavements in "Fair" condition have a PCI between 50 and 69, pavements in "Poor" condition have a PCI between 25 and 49, and finally pavements in "Failed" condition have a PCI below 25.



Figure 1. Examples of Streets with Different PCIs

A list of all sections in the network along with their attributes, including the PCI at the time of last inspection, is provided in Appendix A. For convenience, two versions are provided – one sorted alphabetically by street name and the other sorted by descending PCI.

The current average PCI for the City's network is 75. This value is an area-weighted calculation performed in StreetSaver® and is based on the condition survey performed in 2021. Figure 2 breaks down the current network PCI by functional classification. As shown, the collectors have the highest condition with a PCI of 85 while residential have the lowest condition with a PCI of 70. The average PCI for all functional classifications is within the "Good" condition category.

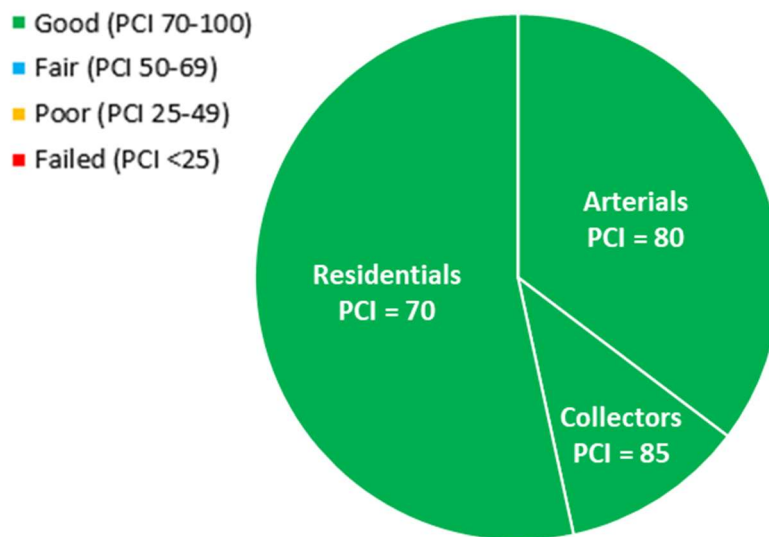


Figure 2. Network Condition Breakdown by Functional Classification

Figure 3 shows the City's network PCI compared to several neighboring agencies. As shown, the City has one of the highest average network PCI's in Los Angeles County. For reference, the statewide average PCI from the 2020 California Statewide Local Streets and Roads Needs Assessment is also shown in Figure 3. The City's network PCI is nearly ten points above the statewide average.

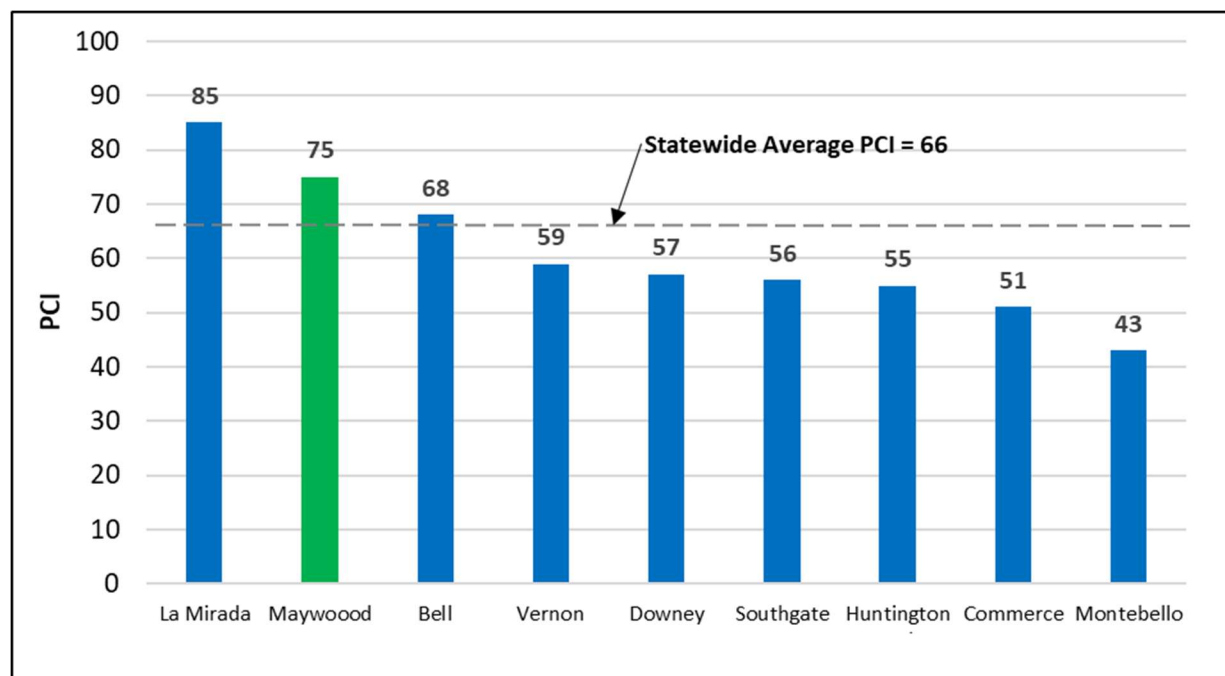


Figure 3. Comparison of Network PCI to Statewide Average

Table 2 summarizes the pavement network by condition category and functional classification. Approximately two-thirds of the City's streets are in "Good" condition, with approximately one-third in "Fair" condition and only 1.1 percent in "Poor" or "Failed" condition.

Table 2. Pavement Condition Breakdown by Functional Class

Condition Category	PCI Range	Arterial (%)	Collector (%)	Residential (%)	Entire Network (%)
Good	70-100	25.6	10.3	25.2	62.0
Fair	50-69	8.7	1.0	27.2	36.9
Poor	25-49	0.0	0.0	1.0	1.0
Failed	<25	0.1	0.0	0.0	0.1
Total	-	35.3	11.3	53.4	100.0

4 Maintenance and Rehabilitation Strategies

The City's current M&R strategies include preventive treatments. In general, crack seal with slurry seal will be applied to pavements in "Good" condition; a surface seal (slurry or microsurfacing) or a hot mix asphalt (HMA) overlay will be performed on pavements in "Fair" condition, a thicker HMA overlay will be performed on pavement in "Poor" condition; and pavement reconstruction will be performed when pavements are in "Failed" condition. The City's M&R strategies are formalized into a decision tree⁴ (presented in Appendix B), which is instrumental in performing the budget needs analysis and budget scenarios.

Experience and research have shown that it costs much less to maintain pavement in good condition than to repair pavement that has already failed. As shown in Figure 4, by allowing pavements to deteriorate, streets that once cost \$4.75/square yard (SY) to seal may soon cost \$41.00/SY to overlay, or \$131.00/SY to reconstruct. In other words, delaying repairs can significantly increase M&R costs. Note that microsurfacing can be placed on approximately 22 times as many lane miles as those requiring reconstruction.

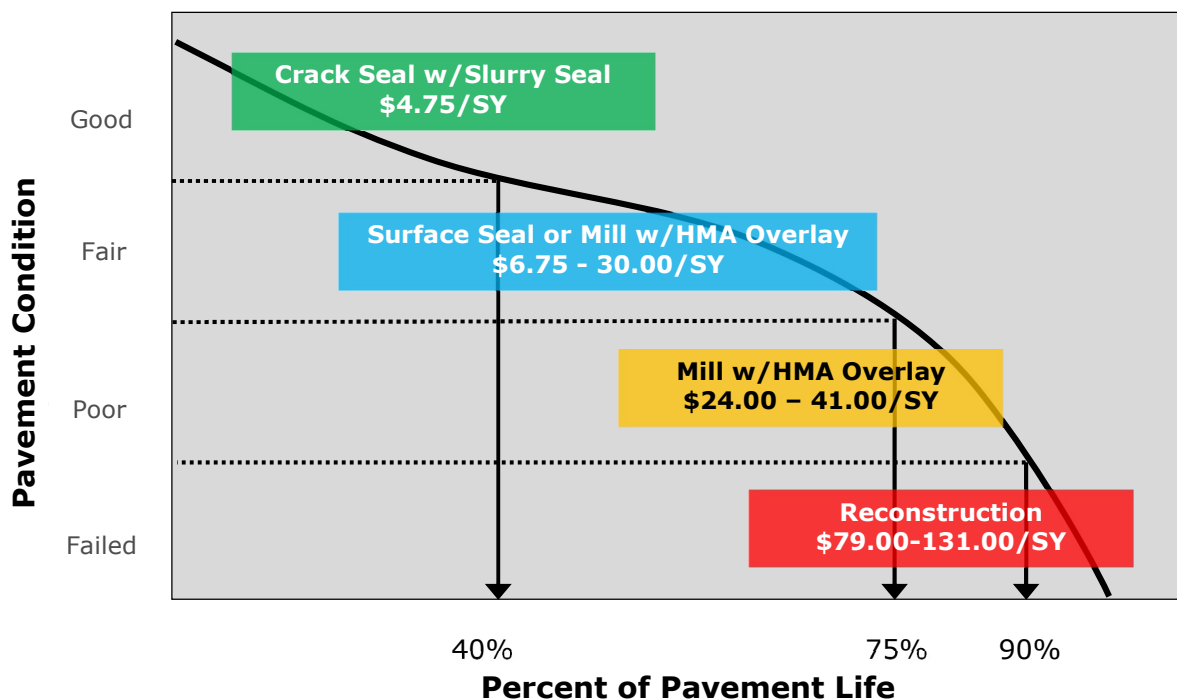


Figure 4. Costs of Maintaining Pavements Over Time

⁴ Note: The StreetSaver® "Maintenance and Rehabilitation Decision Tree" divides the "Fair" condition category to separate pavements with primarily non-load-related distresses (e.g., longitudinal cracking) from those with load-related distresses (e.g., fatigue cracking).

5 Budget Analyses

Based on the principle that it costs less to maintain streets in good condition than it does to repair those that have failed, cost-effective PMPs employ strategies that eliminate the deferred maintenance⁵ and then maintain the network with on-going preventive maintenance. Such strategies bring the network condition to an optimal PCI that can be maintained over time.

The first step in developing such a cost-effective strategy is to determine the total maintenance budget needs of the network. The next step is to conduct alternative budget scenario analyses. In consultation with the City, two funding scenarios were selected for analysis and performed using StreetSaver®:

- **Scenario 1: Available Funding \$1M/Yr** – This scenario assumes the City will have up to \$1 million per year to spend on pavement M&R over the next 10 years.
- **Scenario 2: Available Funding \$1.5M/Yr** – This scenario assumes the City will have up to \$1.5 million per year to spend on pavement M&R for the next 10 years.

The budget needs analysis and budget scenarios are presented in the following sections. The detailed results of the budget needs analysis are provided in Appendix C. The detailed results of the budget scenarios are provided in Appendix D. Additionally, maps illustrating the current pavement condition and the projected 2031 pavement condition for each scenario are provided in Appendix E.

⁵ Deferred maintenance is M&R not performed due to insufficient funding.

5.1 BUDGET NEEDS ANALYSIS

The total budget needs for the network represents the cost associated with performing M&R treatments at the optimal time – optimal meaning the PCI is maximized and the cost is minimized – over the analysis period. This was done by performing a budget needs analysis in StreetSaver® with an inflation rate of 3 percent for an analysis period of ten years.

The results of the budget needs analysis are presented in Table 3. The total budget needs for the City for the next ten years is estimated to be \$9.9 million. Of the total budget needs, approximately \$1.0 million (10.1 percent) is devoted to preventive maintenance, while the rest is allocated for more costly rehabilitation and reconstruction treatments.

Table 3. Summary Results for Budget Needs Analysis

Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
Budget Needs (\$M)	3.4	1.7	1.1	0.6	0.5	0.7	0.2	0.5	0.9	0.3	9.9
Treated PCI	85	86	86	85	84	85	83	83	82	81	NA
Untreated PCI	75	73	71	69	67	65	63	61	58	56	NA

If the City follows this ideal, cost-effective strategy, the average network PCI will immediately increase as a large amount of deferred maintenance is addressed in the first year, and then stabilize in the low-80s. This type of budget, that addresses all the deferred maintenance in the first year, is known as front-loaded.

Alternatively, if no maintenance is performed over the next ten years, the PCI will drop to 56. The detailed results of the budget needs analysis are provided in Appendix C.

5.2 SCENARIO 1: AVAILABLE FUNDING OF \$1M/YR (TOTAL USED \$10M/10 YRS)

This scenario assumes the City will have up to \$1 million per year available for pavement M&R for the next ten years. As shown in Table 4 and Figure 5 the network PCI will increase to 82 by the end of the analysis period. Additionally, by 2031, 93.9 percent of the network will be in "Good" condition with no pavement in "Poor" or "Failed condition. The deferred maintenance will decrease to \$0.7 million by 2031.

Table 4. Summary Results for Scenario 1

Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
Budget (\$M)	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	10.0
Deferred Maintenance (\$M)	3.4	4.1	4.6	4.4	3.8	3.2	2.5	1.7	1.5	1.5	0.7	NA
Treated PCI	75	78	78	78	79	79	80	81	82	82	82	NA

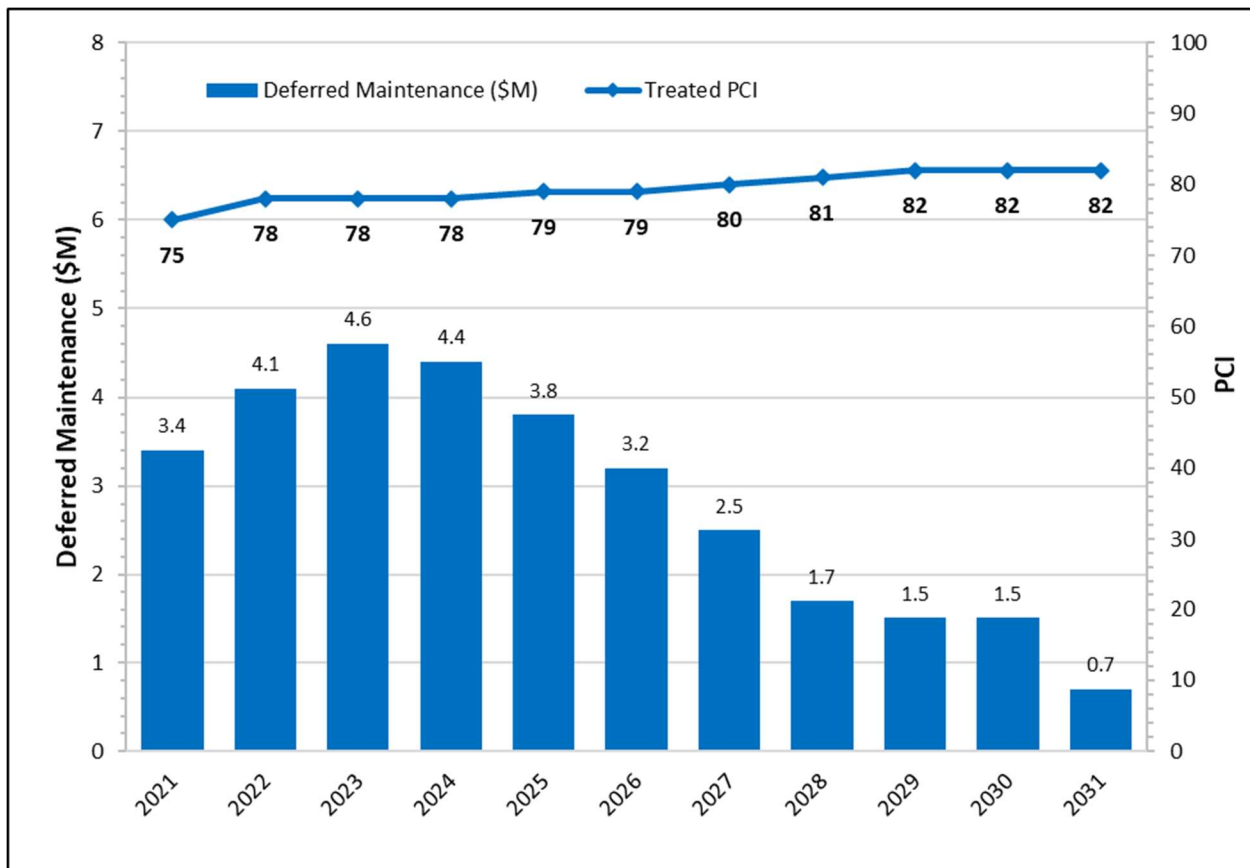


Figure 5. PCI vs Deferred Maintenance for Scenario 1

5.3 SCENARIO 2: AVAILABLE FUNDING OF \$1.5M/YR (TOTAL USED \$10.2M/10 YRS)

This scenario assumes the City will have up to \$1.5 million to dedicate to pavement M&R each year for the next ten years. As shown in Table 5 and Figure 6, this funding level will eliminate the deferred maintenance by 2029 and stabilize the network PCI in the low 80s. Additionally, by 2031, 98.7 percent of the in network will be in "Good" condition. Since the deferred maintenance will be eliminated before the end of the analysis period, the last few years will not use the total funds available resulting in a total 10-year budget use of only \$10.2 million. A list and maps of sections selected for treatment are provided in Appendix F.

Table 5. Summary Results for Scenario 2

Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
Budget (\$M)	NA	1.5	1.5	1.5	1.5	0.9	0.7	0.6	0.8	0.9	0.3	10.2
Deferred Maintenance (\$M)	3.4	3.6	3.5	2.9	1.7	1.2	0.6	0.2	0.0	0.0	0.0	NA
Treated PCI	75	79	81	82	84	84	84	84	84	83	82	NA

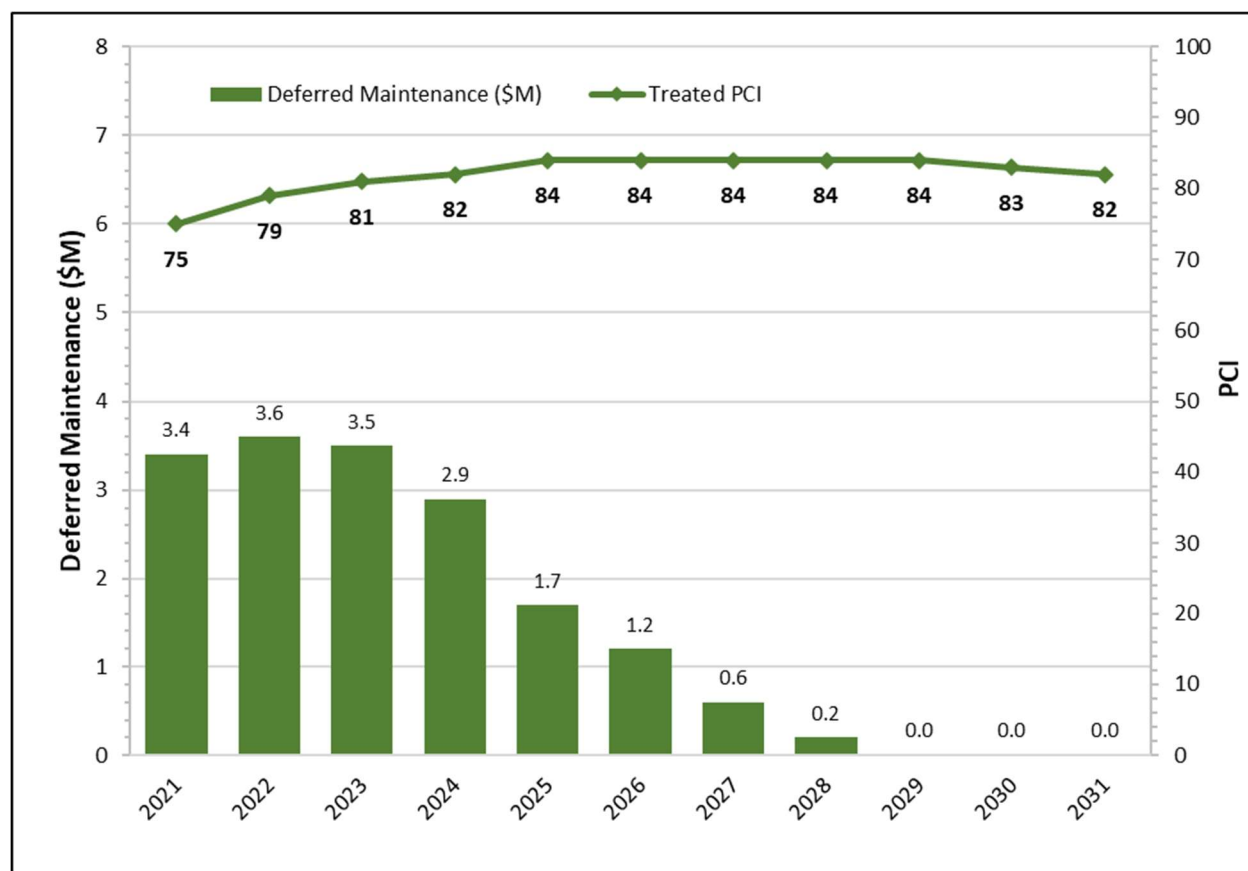


Figure 6. PCI vs Deferred Maintenance for Scenario 2

Although Scenario 2 eliminates the deferred maintenance similar to the budget needs analysis, the Scenario 2 budget is not front-loaded resulting in a more gradual increase in PCI and more gradual decrease in deferred maintenance. Since it is always more cost-effective in the long run to address deferred maintenance sooner rather than later the total budget for Scenario 2 is higher (although just slightly) than for the budget needs analysis.

5.4 SCENARIO COMPARISONS

Figure 7 graphically compares the annual changes in PCI for each of the scenarios. Although the PCI will increase to 82 by 2031 for both scenarios, the PCI will increase more gradually for Scenario 1 than for Scenario 2.

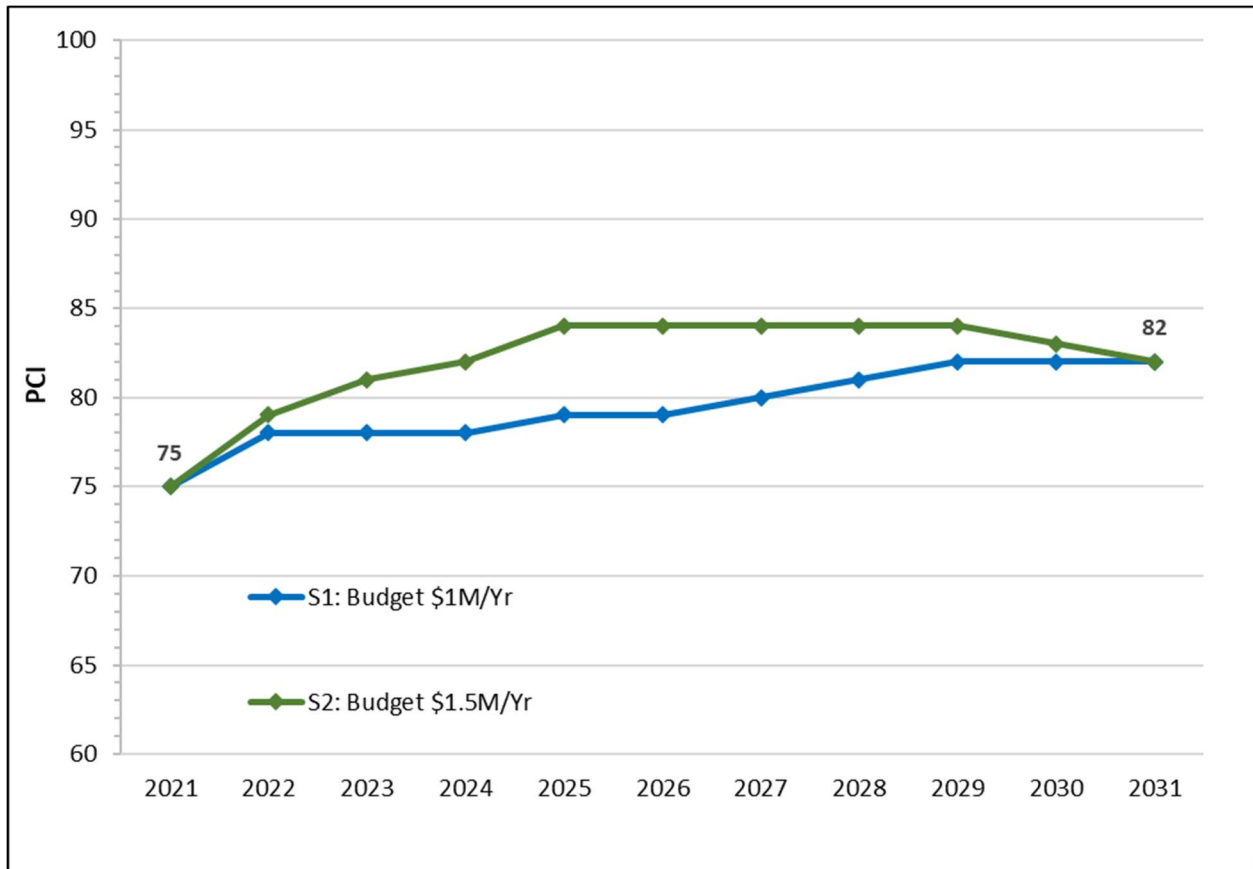


Figure 7. Comparison of Annual PCI by Scenario

Figure 8 illustrates the changes in deferred maintenance over time for each scenario. For Scenario 1, the deferred maintenance will increase in the first few years and then decrease to \$0.7 million by 2031. In Scenario 2, the deferred maintenance will increase slightly and then decrease to elimination in 2029.

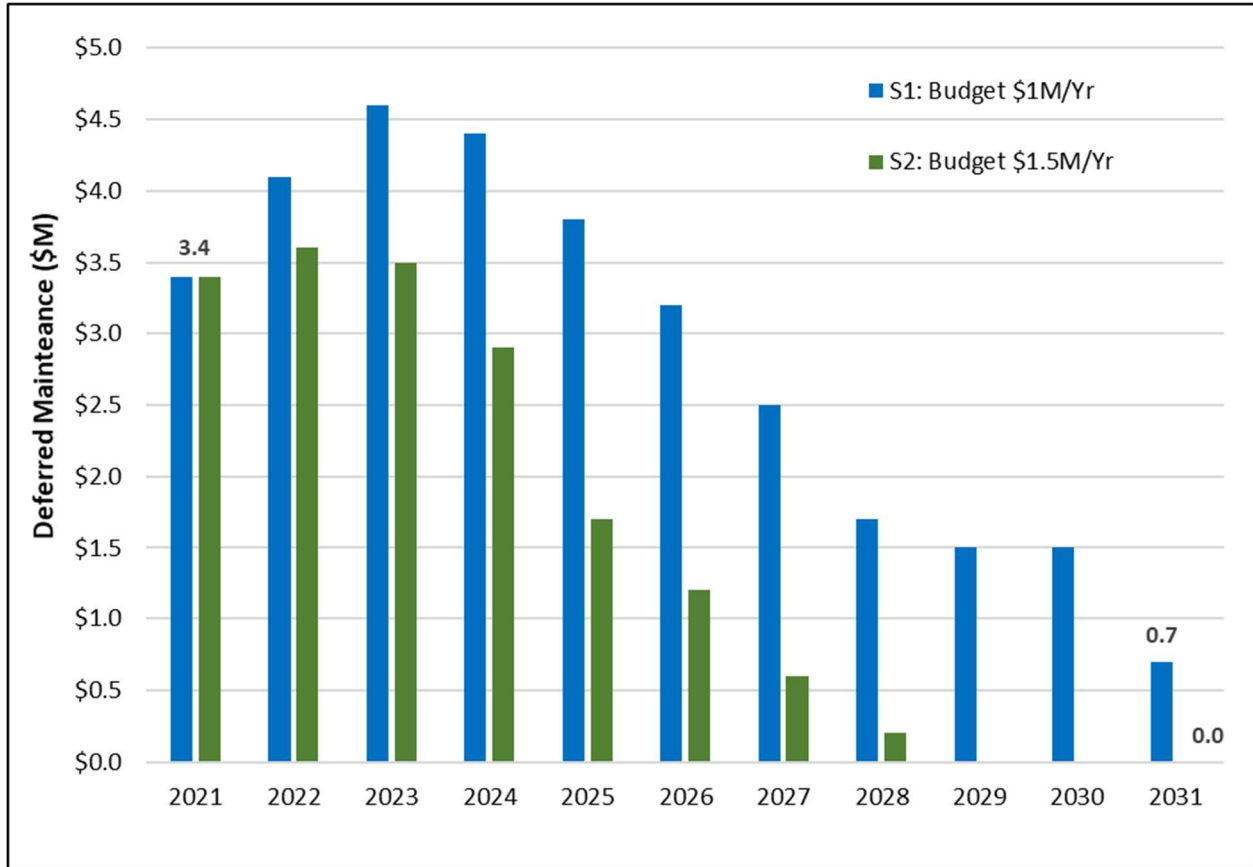


Figure 8. Comparison of Annual Deferred Maintenance by Scenario

Figure 9 illustrates the percent change in pavement condition for each scenario. As noted earlier, currently, approximately two-thirds of the network is in “Good” condition, with another third in “Fair” condition and only 1.1 percent in “Poor” or “Failed” condition. For Scenario 1, the portion of the network in “Good” condition will increase to 93.9 percent. For Scenario 2, the portion of the network in “Good” condition will increase to 98.7 percent with 1.3 percent in “Fair” condition.

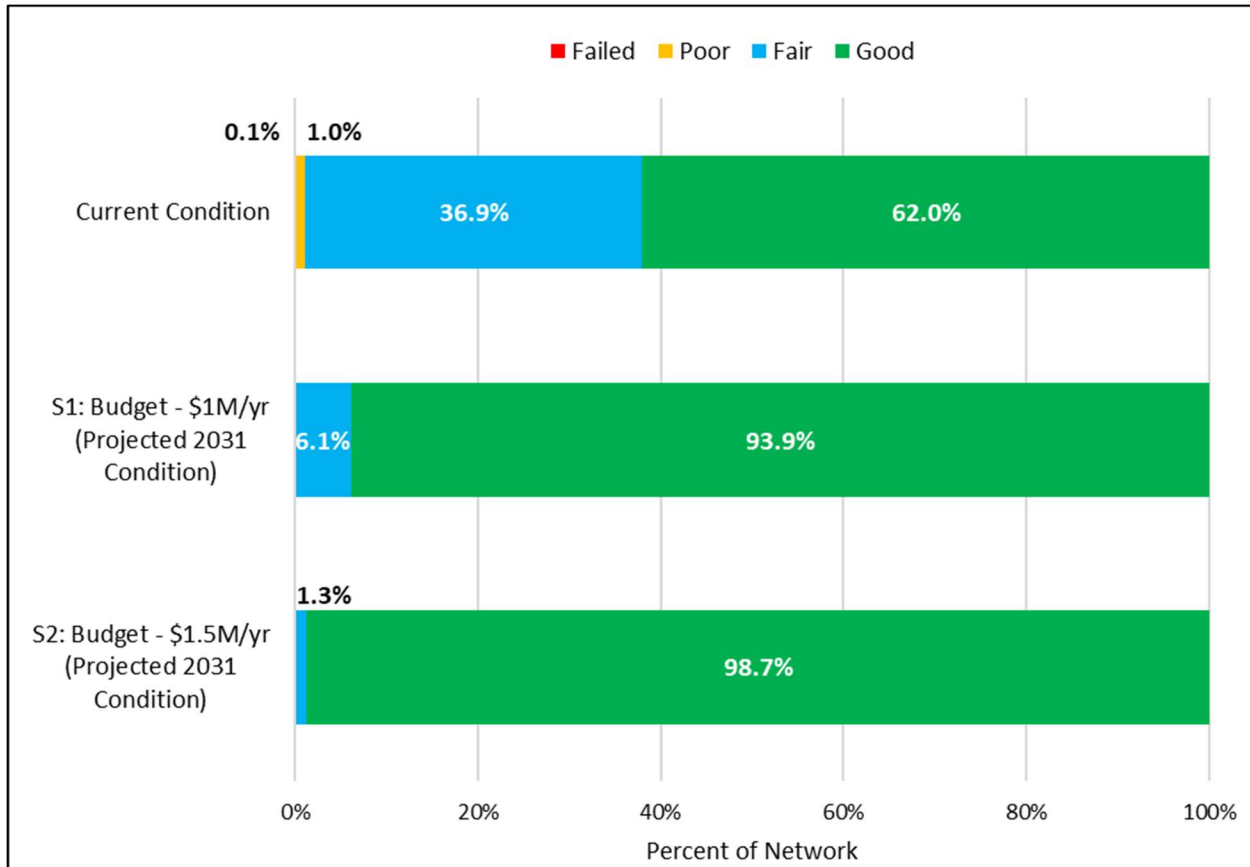


Figure 9. Comparison of Pavement Condition Breakdown by Scenario

6 Conclusion and Recommendations

In summary, the City of Maywood has a substantial investment of \$64.2 million in the pavement network. Overall, the City's streets are in "Good" condition with a 2021 network PCI of 75. Approximately 62.0 percent of the street network is in "Good" condition and 1.1 percent is in "Poor" or "Failed" condition.

The analyses indicate that the City needs to spend approximately \$9.9 million on maintenance and rehabilitation over the next ten years to optimally repair all pavement sections, thus bringing the network into a condition that can be maintained with on-going preventive maintenance. In the long run, this strategy will save the City money by preventing future pavement deterioration to levels requiring rehabilitation or reconstruction.

Based on the data collected and the scenarios analyzed and presented in this report, NCE offers the following recommendations.

Funding - Since both scenarios have very similar total budgets and very similar effects on deferred maintenance and PCI, NCE recommends the City do all it can to front load funding over the next few years. Such a strategy will minimize the total 10-year budget required to eliminate the network deferred maintenance and result in a higher, stabilized network PCI sooner rather than later.

Should the City require additional funding to accomplish this goal, NCE recommends the following potential funding sources:

Federal Funding Sources

- Regional Surface Transportation Program (RSTP)
- Surface Transportation Program (STP)
- Congestion Mitigation and Air Quality Improvement Program (CMAQ)
- Community Development Block Grants (CDBG)
- Highway Safety Improvement Program (HSIP)
- Federal Emergency Management Agency (FEMA)

State Funding Sources

- Active Transportation Program (ATP), which now includes the Bicycle Transportation Account (BTA) and Safe Routes to Schools (SR2S)
- State Transportation Improvement Program (STIP)
- AB 2766 (vehicle surcharge)
- Vehicle License Fees (VLF)
- CalRecycle grants
- State Water Resource Control Board
- Transportation Development Act (TDA)
- Traffic Safety Fund

- Transportation Uniform Mitigation Fee (TUMF)

Local/Regional Funding Sources

- Sales tax measure
- Development impact fees
- General funds
- Various assessment districts (lighting, maintenance, flood control, community facilities)
- Traffic impact fees
- Utilities (e.g., stormwater, water, wastewater enterprise funds)
- Parcel/property taxes
- Vehicle registration fees
- Vehicle code fines

1. **Pavement Management Strategies** – Since a significant portion of the City’s streets are currently in “Good” condition, it is important to maintain that condition to the extent possible. Preservation occurs when streets with PCIs higher than 70 receive treatments such as surface seals (slurry, chip, microsurfing, etc.). Seals are relatively inexpensive treatments that prevent moisture ingress and thus preserve the integrity of the underlying base material. NCE recommends that the City focus on preventive maintenance to preserve pavements in “Good” condition and incorporate rehabilitation and reconstruction projects as appropriate to improve the few pavements in “Poor” and “Failed” condition, thus also avoiding an increase in deferred maintenance.
2. **Reinspection Strategies** – In order to make appropriate management decisions based on current data, NCE recommends that the City perform condition inspections on arterials and collectors every 2 years and on residential at least every 4 to 5 years. Additionally, since StreetSaver® and other prediction models do not yet take into account the effect of specialized materials such as asphalt-binders with rubber or polymers, the actual performance of city pavements may not be fully modeled in the analysis. For this additional reason, NCE recommends regular pavement condition surveys to ensure model accuracy and relevance.
3. **M&R Decision Tree** – NCE recommends that the City annually review and update the M&R treatment strategies and associated unit costs to reflect current construction techniques and changing costs. This will ensure that the results for the budget analyses are reliable and as accurate as possible.

Appendix A

SECTION DESCRIPTION INVENTORY

Section Description Inventory Report

This report lists a variety of section description information for each of the City's pavement sections. It lists the street and section identifiers, limits, functional class, surface type, number of lanes, length, width, area, Inspected PCI, and PCI date.

All of the City's pavement sections are included in the report. Two versions of the report are provided. The first is sorted alphabetically by Street Name and Section ID and the second report is sorted by descending PCI. The field descriptions in this report are listed below:

COLUMN	DESCRIPTION
Street ID	Street Identification - A code up to ten characters/digits to identify the street. Generally, the street name is truncated to six characters. The Street ID should be unique for each street.
Section ID	Section Identification - A code up to ten characters/digits to identify the section number. The Section ID must be unique for each section of one street.
Street Name	Street Name - The name of the street as indicated by street signs in the field.
Begin Location	Beginning limit of the section.
End Location	Ending limit of the section.
No. of Lanes	Number of travel lanes.
Functional Class (FC)	Functional Classification: A = Arterial, C = Collector, L = Local/Residential
Length (ft)	Length of the section in feet.
Width (ft)	Average width of the section in feet.
Area (sf)	Area of section in square feet.
Surface Type (ST)	Surface Type: AC = Asphalt Concrete Pavement, AC/AC = Asphalt Concrete Overlay, AC/PCC = Composite Pavement, PCC = Portland Cement Concrete Pavement
PCI Date	The last inspection date or rehabilitation date.
PCI	Average PCI for the section. The value is based on the last inspection.

Section Description Inventory – Sorted by Street Name

City of Maywood - PMP Update 2021
Section Description Inventory - Sorted by Street Name

StreetID	SectionID	Street Name	Begin Location	End Location	No. of Lanes	FC	Length (ft)	Width (ft)	Area (ft)	ST	PCI Date	PCI
52NDPL	10	52ND PL (E)	52ND ST	CUDAHY AVE	2	L	800	27	21,600	AC/AC	9/15/2021	98
52NDPL	20	52ND PL (E)	ATLANTIC BLVD	MAYFLOWER AVE	2	L	1,369	27	36,963	AC/AC	9/15/2021	73
52NDPL	30	52ND PL (E)	MAYFLOWER AVE	HELIOTROPE AVE	2	L	596	27	16,092	AC	9/15/2021	97
52NDPL	40	52ND PL (E)	HELIOTROPE AVE	70' E/O HELIOTROPE AVE	2	L	70	52	3,640	AC/PCC	9/15/2021	59
52NDPL	50	52ND PL (E)	70' E/O HELIOTROPE AVE	ALAMO	2	L	1,701	28	47,628	PCC	9/21/2021	46
52NDST	10	52ND ST (E)	MAYWOOD AVE	LOMA VISTA AVE	2	L	1,754	36	63,144	AC	9/15/2021	66
52NDST	20	52ND ST (E)	LOMA VISTA AVE	ATLANTIC BLVD	2	L	4,439	36	159,804	AC	9/15/2021	59
53RDST	10	53RD ST (E)	MAYWOOD AVE	LOMA VISTA AVE	2	C	1,704	26	44,304	AC	9/15/2021	97
53RDST	20	53RD ST (E)	LOMA VISTA AVE	PINE AVE	2	C	3,341	26	86,866	AC/AC	9/15/2021	97
53RDST	30	53RD ST (E)	PINE AVE	CUDAHY AVE	2	C	739	36	26,604	AC	9/15/2021	88
53RDST	40	53RD ST (E)	CUDAHY AVE	ATLANTIC BLVD	2	C	178	53	9,434	AC	9/15/2021	88
53RDST	50	53RD ST (E)	ATLANTIC BLVD	MAYFLOWER AVE	2	C	1,364	36	49,104	AC/AC	9/15/2021	95
54THST	10	54TH ST (E)	MAYWOOD AVE	LOMA VISTA AVE	2	L	1,654	27	44,658	AC	9/15/2021	73
54THST	20	54TH ST (E)	LOMA VISTA AVE	ATLANTIC BLVD	2	L	4,170	27	112,590	AC	9/15/2021	71
55THST	10	55TH ST (E)	MAYWOOD AVE	CORONA AVE	2	A	2,919	27	78,813	AC	9/16/2021	56
55THST	20	55TH ST (E)	CORONA AVE	CUDAHY AVE/ATLANTIC BLVD	2	A	2,704	36	97,344	AC	9/16/2021	91
55THST	30	55TH ST (E)	ATLANTIC BLVD	KING AVE	2	A	730	36	26,280	AC/AC	9/16/2021	90
56THST	10	56TH ST (E)	MAYWOOD AVE	LOMA VISTA AVE	2	L	1,553	27	41,931	AC	9/17/2021	64
56THST	20	56TH ST (E)	LOMA VISTA AVE	ATLANTIC BLVD	2	L	4,017	27	108,459	AC	9/17/2021	62
56THST	30	56TH ST (E)	ATLANTIC BLVD	HELIOTROPE AVE	2	L	2,022	27	54,594	AC	9/17/2021	70
57THST	10	57TH ST (E)	MAYWOOD AVE	LOMA VISTA AVE	2	L	1,499	24	35,976	AC	9/16/2021	64
57THST	20	57TH ST (E)	LOMA VISTA AVE	GIFFORD AVE	2	L	1,980	27	53,460	AC	9/16/2021	75
57THST	30	57TH ST (E)	GIFFORD AVE	ATLANTIC BLVD	2	L	2,038	27	55,026	AC	9/16/2021	80
57THST	40	57TH ST (E)	ATLANTIC BLVD	KING AVE	2	L	658	36	23,688	AC/AC	9/16/2021	82
57THST	50	57TH ST (E)	KING AVE	HELIOTROPE AVE	2	L	1,366	29	39,614	AC	9/16/2021	52
58THST	10	58TH ST (E)	MAYWOOD AVE	EVERETT AVE	2	L	787	26	20,462	AC	9/16/2021	98
58THST	20	58TH ST (E)	EVERETT AVE	LOMA VISTA AVE	2	L	662	36	23,832	AC	9/16/2021	77
58THST	30	58TH ST (E)	LOMA VISTA AVE	PINE AVE	2	L	3,339	27	90,153	AC	9/16/2021	66
58THST	40	58TH ST (E)	PINE AVE	ATLANTIC BLVD	2	L	678	34	23,052	AC	9/16/2021	69
58THST	50	58TH ST (E)	ATLANTIC BLVD	KING AVE	2	L	660	36	23,760	AC	9/16/2021	94
58THST	70	58TH ST (E)	MAYFLOWER AVE	WOODLAWN AVE	2	L	1,405	27	37,935	AC	9/16/2021	98
59TH PL	10	59TH PL (E)	ATLANTIC BLVD	KING AVE	2	L	669	36	24,084	AC	9/16/2021	74
59THPL	20	59TH PL (E)	KING AVE	ALAMO AVE	2	L	2,796	27	75,492	AC	9/16/2021	63
59THPL	30	59TH PL (E)	ALAMO AVE	WALKER AVE	2	L	688	32	22,016	AC	9/16/2021	82
60THPL	10	60TH PL (E)	HELIOTROPE AVE	WALKER AVE	2	L	2,109	27	56,943	AC	9/17/2021	55
60THST	10	60TH ST (E)	ATLANTIC BLVD	HELIOTROPE CIR	2	L	1,957	27	52,839	AC	9/17/2021	97
60THST	20	60TH ST (E)	HELIOTROPE CIR	ALAMO AVE	2	L	1,510	33	49,830	AC	9/17/2021	55
60THST	30	60TH ST (E)	ALAMO AVE	DISTRICT BLVD	2	L	1,050	33	34,650	AC	9/17/2021	94
60THST	40	60TH ST (E)	ATLANTIC BLVD	PINE AVE	2	L	674	36	24,264	AC	9/17/2021	85
60THST	50	60TH ST (E)	PINE AVE	CL	2	L	344	27	9,288	AC	9/17/2021	93
61STST	10	61ST ST (E)	CL	PINE AVE	2	L	346	32	11,072	AC	9/17/2021	98
61STST	20	61ST ST (E)	PINE AVE	ATLANTIC BLVD	2	L	674	27	18,198	AC	9/17/2021	98

FC (Functional Class): A (Arterial), C (Collector), L (Local/Residential)

ST (Surface Type): AC (Asphalt Concrete), AC/AC (Asphalt Concrete Overlay),

AC/PCC (Composite Pavement), PCC (Portland Cement Concrete)

City of Maywood - PMP Update 2021
Section Description Inventory - Sorted by Street Name

StreetID	SectionID	Street Name	Begin Location	End Location	No. of Lanes	FC	Length (ft)	Width (ft)	Area (ft)	ST	PCI Date	PCI
61STST	30	61ST ST (E)	ATLANTIC BLVD	HELIOTROPE CIR	2	L	2,067	27	55,809	AC	9/17/2021	62
61STST	40	61ST ST (E)	HELIOTROPE CIR	WALKER AVE	2	L	2,100	27	56,700	AC	9/17/2021	51
ALAMAV	10	ALAMO AVE	RANDOLPH ST	SLAUSON AVE	2	A	2,031	36	73,116	AC/AC	9/20/2021	100
ATNBBL	10	ATLANTIC BLVD	RANDOLPH ST	61ST ST	2	A	680	36	24,480	AC/AC	9/17/2021	100
ATSBBL	10	ATLANTIC BLVD	RANDOLPH ST	61ST ST	2	A	680	36	24,480	AC/AC	9/17/2021	100
ATNBBL	20	ATLANTIC BLVD	61ST ST	60TH ST	2	A	663	36	23,868	AC/AC	9/17/2021	100
ATSBBL	20	ATLANTIC BLVD	61ST ST	60TH ST	2	A	663	36	23,868	AC/AC	9/17/2021	100
ATNBBL	30	ATLANTIC BLVD	60TH ST	196' S/O SLAUSON AVE	2	A	463	36	16,668	AC/AC	9/17/2021	100
ATSBBL	30	ATLANTIC BLVD	60TH ST	196' S/O SLAUSON AVE	2	A	463	36	16,668	AC/AC	9/17/2021	100
ATNBBL	40	ATLANTIC BLVD	196' S/O SLAUSON AVE	200' N/O SLAUSON AVE	2	A	395	36	14,220	PCC	9/17/2021	89
ATSBBL	40	ATLANTIC BLVD	196' S/O SLAUSON AVE	200' N/O SLAUSON AVE	2	A	393	36	14,148	PCC	9/17/2021	92
ATNBBL	50	ATLANTIC BLVD	200' W/O SLAUSON AVE	55TH ST	2	A	1,228	27	33,156	AC	9/17/2021	74
ATSBBL	50	ATLANTIC BLVD	200' N/O SLAUSON AVE	55TH ST	2	A	1,227	27	33,129	AC	9/17/2021	71
ATNBBL	60	ATLANTIC BLVD	55TH ST	52ND DR	2	A	888	27	23,976	AC	9/17/2021	83
ATSBBL	60	ATLANTIC BLVD	55TH ST	52ND DR	2	A	885	27	23,895	AC	9/17/2021	64
CARMAV	10	CARMELITA AVE	FRUITLAND AVE	CL (S)	2	L	2,930	26	76,180	AC	9/21/2021	51
CLARAV	10	CLARKSON AVE	RANDOLPH ST	60TH ST	2	L	1,336	26	34,736	AC	9/21/2021	90
COROAV	10	CORONA AVE	CL (N)	CL (S)	2	L	2,834	26	73,684	AC	9/21/2021	97
CUDAAY	10	CUDAHY AVE	54TH ST	52ND ST	2	L	683	34	23,222	AC	9/21/2021	76
CUDAAY	20	CUDAHY AVE	52ND ST	CL	2	L	167	17	2,839	AC	9/21/2021	64
EVERAV	10	EVERETT AVE	CL (S)	58TH ST	1	L	524	29	15,196	AC/PCC	9/21/2021	72
EVERAV	20	EVERETT AVE	58TH ST	FRUITLAND AVE	2	L	2,427	26	63,102	AC	9/21/2021	60
FISHAV	10	FISHBURN AVE	CL (S)	58TH ST	2	L	705	36	25,380	AC	9/21/2021	88
FISHAV	20	FISHBURN AVE	58TH ST	52ND ST	2	L	2,098	26	54,548	AC	9/21/2021	72
FLORAV	10	FLORA AVE	SLAUSON AVE	E 60TH ST	2	L	684	32	21,888	AC	9/21/2021	81
GIFFAV	10	GIFFORD AVE	CL (S)	FRUITLAND AVE	2	A	2,763	26	71,838	AC	9/20/2021	87
HELIAV	10	HELIOTROPE AVE	CL (S)	60TH ST	2	C	1,353	27	36,531	AC	9/20/2021	70
HELIAV	20	HELIOTROPE AVE	60TH ST	SLAUSON AVE	2	C	671	27	18,117	AC	9/20/2021	73
HELIAV	30	HELIOTROPE AVE	SLAUSON AVE	CL	2	C	1,308	26	34,008	AC	9/20/2021	96
HELICR	10	HELIOTROPE CIR	60TH ST	MAYFLOWER AVE	2	C	834	36	30,024	AC/PCC	9/20/2021	73
KINGAV	10	KING AVE	CL(S)	SLAUSON AVE	2	A	2,019	27	54,513	AC	9/20/2021	71
KINGAV	20	KING AVE	SLAUSON AVE	56TH ST	2	A	1,072	35	37,520	AC	9/20/2021	78
KINGAV	30	KING AVE	56TH ST	CL	2	A	892	26	23,192	AC	9/20/2021	54
LOVIAV	10	LOMA VISTA AVE	CL (S)	FRUITLAND AVE	2	A	2,942	32	94,144	AC	9/21/2021	86
MALBWY	10	MALBURG WAY	42' S/O SLAUSON AVE	SLAUSON AVE	2	L	42	42	1,764	AC	9/21/2021	70
MAYFAV	10	MAYFLOWER AVE	RANDOLPH ST	HELIOTROPE CIR	2	A	1,903	27	51,381	AC	9/20/2021	68
MAYFAV	20	MAYFLOWER AVE	HELIOTROPE CIR	SLAUSON AVE	2	A	99	27	2,673	PCC	9/21/2021	81
MAYFAV	30	MAYFLOWER AVE	SLAUSON AVE	56TH ST	2	A	1,074	26	27,924	AC	9/20/2021	69
MAYFAV	40	MAYFLOWER AVE	56TH ST	CL	2	A	561	26	14,586	AC	9/20/2021	86
MAYWAV	10	MAYWOOD AVE	51' NORTH OF SLAUSON AVE	FRUITLAND AVE	2	A	2,857	35	99,995	AC/AC	9/21/2021	96
OTISAV	10	OTIS AVE	SLAUSON AVE-EB	CITY LIMIT	2	L	151	32	4,832	AC	9/21/2021	74
PALAAV	10	PALA AVE	RANDOLPH ST	61ST ST	2	L	685	27	18,495	AC	9/21/2021	66

FC (Functional Class): A (Arterial), C (Collector), L (Local/Residential)

ST (Surface Type): AC (Asphalt Concrete), AC/AC (Asphalt Concrete Overlay),

AC/PCC (Composite Pavement), PCC (Portland Cement Concrete)

City of Maywood - PMP Update 2021
Section Description Inventory - Sorted by Street Name

StreetID	SectionID	Street Name	Begin Location	End Location	No. of Lanes	FC	Length (ft)	Width (ft)	Area (ft)	ST	PCI Date	PCI
PALMAV	10	PALM AVE	RANDOLPH ST	61ST ST	2	L	680	27	18,360	AC	9/20/2021	89
PINEAV	10	PINE AVE	CL(S)	SLAUSON AVE	2	L	2,021	34	68,714	AC	9/20/2021	58
PINEAV	20	PINE AVE	SLAUSON AVE	58TH ST	2	L	350	34	11,900	AC	9/20/2021	91
PINEAV	30	PINE AVE	58TH ST	52ND ST	2	L	2,094	27	56,538	AC	9/20/2021	81
PROSAV	10	PROSPECT AVE	RANDOLPH ST	60TH ST	2	L	1,343	36	48,348	AC	9/20/2021	69
RANDST	10	RANDOLPH ST	353' W/O PINE	CLARKSON AVE	2	C	685	33	22,605	AC	9/17/2021	77
RANDST	20	RANDOLPH ST	CLARKSON AVE	ATLANTIC BLVD	2	A	338	36	12,168	AC	9/17/2021	88
RANDST	30	RANDOLPH ST	ATLANTIC BLVD	WOODWARD AVE	2	C	329	33	10,857	AC	9/17/2021	70
RANDST	40	RANDOLPH ST	WOODWARD AVE	WALKER AVE	2	C	3,839	33	126,687	AC	9/17/2021	78
RANDST	50	RANDOLPH ST	WALKER AVE	DISTRICT BLVD	2	C	835	36	30,060	AC/PCC	9/17/2021	95
SDWNRD	10	S DOWNEY RD	SLAUSON AVE	163' N/O SLAUSON AVE	2	A	163	42	6,846	AC	9/21/2021	9
SLWBAV	10	SLAUSON AVE	S DOWNEY RD	MAYWOOD AVE	2	A	513	30	15,390	AC	9/14/2021	70
SLEBAV	20	SLAUSON AVE	MAYWOOD AVE	EVERETT AVE	2	A	598	30	17,940	AC	9/14/2021	65
SLWBAV	20	SLAUSON AVE	MAYWOOD AVE	EVERETT AVE	2	A	598	30	17,940	AC	9/14/2021	64
SLEBAV	30	SLAUSON AVE	EVERETT AVE	213' W/O LOMA VISTA AVE	2	A	446	30	13,380	AC	9/14/2021	65
SLWBAV	30	SLAUSON AVE	EVERETT AVE	LOMA VISTA AVE	2	A	659	30	19,770	AC	9/14/2021	69
SLEBAV	35	SLAUSON AVE	213' W/O LOMA VISTA AVE	LOMA VISTA AVE	2	A	213	33	7,029	PCC	9/14/2021	99
SLEBAV	40	SLAUSON AVE	LOMA VISTA AVE	CARMELITA AVE	2	A	661	30	19,830	AC	9/14/2021	66
SLWBAV	40	SLAUSON AVE	234' E/O LOMA VISTA AVE	CARMELITA AVE	2	A	427	30	12,810	AC	9/14/2021	63
SLWBAV	45	SLAUSON AVE	LOMA VISTA AVE	234' E/O LOMA VISTA AVE	2	A	234	33	7,722	PCC	9/14/2021	90
SLEBAV	50	SLAUSON AVE	CARMELITA AVE	CORONA AVE	2	A	657	30	19,710	AC	9/14/2021	65
SLWBAV	50	SLAUSON AVE	CARMELITA AVE	CORONA AVE	2	A	657	30	19,710	AC	9/14/2021	66
SLEBAV	60	SLAUSON AVE	CORONA AVE	GIFFORD AVE	2	A	661	30	19,830	AC	9/14/2021	72
SLWBAV	60	SLAUSON AVE	CORONA AVE	GIFFORD AVE	2	A	661	30	19,830	AC	9/14/2021	73
SLEBAV	70	SLAUSON AVE	GIFFORD AVE	FISHBURN AVE	2	A	686	30	20,580	AC	9/14/2021	67
SLWBAV	70	SLAUSON AVE	GIFFORD AVE	FISHBURN AVE	2	A	686	30	20,580	AC	9/14/2021	71
SLEBAV	80	SLAUSON AVE	FISHBURN AVE	PINE AVE	2	A	675	36	24,300	AC	9/14/2021	71
SLWBAV	80	SLAUSON AVE	FISHBURN AVE	PINE AVE	2	A	675	36	24,300	AC	9/14/2021	72
SLEBAV	90	SLAUSON AVE	PINE AVE	210' W/O ATLANTIC BLVD	2	A	467	36	16,812	AC	9/14/2021	73
SLWBAV	90	SLAUSON AVE	PINE AVE	210' W/O ATLANTIC BLVD	2	A	467	36	16,812	AC	9/14/2021	67
SLEBAV	95	SLAUSON AVE	210' W/O ATLANTIC BLVD	195' E/O ATLANTIC BLVD	2	A	405	36	14,580	PCC	9/14/2021	95
SLWBAV	95	SLAUSON AVE	210' W/O ATLANTIC BLVD	195' E/O ATLANTIC BLVD	2	A	405	36	14,580	PCC	9/14/2021	83
SLEBAV	100	SLAUSON AVE	195' E/O ATLANTIC BLVD	KING AVE	2	A	474	36	17,064	AC	9/14/2021	96
SLWBAV	100	SLAUSON AVE	195' E/O ATLANTIC BLVD	KING AVE	2	A	474	36	17,064	AC	9/14/2021	92
SLEBAV	110	SLAUSON AVE	KING AVE	150' W/O MAYFLOWER AVE	2	A	503	30	15,090	AC	9/14/2021	98
SLWBAV	110	SLAUSON AVE	KING AVE	130' W/O MAYFLOWER AVE	2	A	563	30	16,890	AC	9/14/2021	79
SLEBAV	115	SLAUSON AVE	150' W/O MAYFLOWER AVE	MAYFLOWER AVE	2	A	195	44	8,580	PCC	9/14/2021	77
SLWBAV	115	SLAUSON AVE	130' W/O MAYFLOWER AVE	172' E/O MAYFLOWER AVE	2	A	322	44	14,168	PCC	9/14/2021	88
SLEBAV	120	SLAUSON AVE	MAYFLOWER AVE	HELIOTROPE AVE	2	A	663	26	17,238	AC	9/14/2021	76
SLWBAV	120	SLAUSON AVE	172' E/O MAYFLOWER AVE	HELIOTROPE AVE	2	A	468	26	12,168	AC	9/14/2021	98
SLEBAV	130	SLAUSON AVE	HELIOTROPE AVE	WOODLAWN AVE	2	A	744	26	19,344	AC	9/14/2021	95
SLWBAV	130	SLAUSON AVE	HELIOTROPE AVE	WOODLAWN AVE	2	A	744	26	19,344	AC	9/14/2021	98

FC (Functional Class): A (Arterial), C (Collector), L (Local/Residential)

ST (Surface Type): AC (Asphalt Concrete), AC/AC (Asphalt Concrete Overlay),

AC/PCC (Composite Pavement), PCC (Portland Cement Concrete)

City of Maywood - PMP Update 2021
Section Description Inventory - Sorted by Street Name

StreetID	SectionID	Street Name	Begin Location	End Location	No. of Lanes	FC	Length (ft)	Width (ft)	Area (ft)	ST	PCI Date	PCI
SLEBAV	140	SLAUSON AVE	WOODLAWN AVE	ALAMO AVE	2	A	698	26	18,148	AC	9/14/2021	94
SLWBAV	140	SLAUSON AVE	WOODLAWN AVE	ALAMO AVE	2	A	698	26	18,148	AC	9/14/2021	95
SLEBAV	150	SLAUSON AVE	ALAMO AVE	BRIDGE	2	A	582	30	17,460	AC/AC	9/14/2021	100
SLWBAV	150	SLAUSON AVE	ALAMO AVE	BRIDGE	2	A	582	30	17,460	AC/AC	9/14/2021	100
VINEAV	10	VINEVALE AVE	RANDOLPH ST	60TH ST	2	L	1,339	36	48,204	AC	9/20/2021	72
WALKAV	10	WALKER AVE	RANDOLPH ST	END OF CDS	2	L	1,657	36	59,652	AC	9/20/2021	77
WILCAV	10	WILCOX AVE	RANDOLPH ST	61ST ST	2	L	683	27	18,441	AC	9/20/2021	79
WDLAAV	10	WOODLAWN AVE	RANDOLPH ST	60TH PL	2	L	1,012	27	27,324	AC	9/20/2021	62
WDLAAV	20	WOODLAWN AVE	60TH PL	52ND PL	2	L	1,443	27	38,961	AC	9/20/2021	67
WDWAAV	10	WOODWARD AVE	RANDOLPH ST	60TH ST	2	L	1,349	27	36,423	AC	9/20/2021	82

FC (Functional Class): A (Arterial), C (Collector), L (Local/Residential)
ST (Surface Type): AC (Asphalt Concrete), AC/AC (Asphalt Concrete Overlay),
AC/PCC (Composite Pavement), PCC (Portland Cement Concrete)

Section Description Inventory – Sorted by Descending PCI

City of Maywood - PMP Update 2021
Section Description Inventory - Sorted by Descending PCI

StreetID	SectionID	Street Name	Begin Location	End Location	No. of Lanes	FC	Length (ft)	Width (ft)	Area (ft)	ST	PCI Date	PCI
ALAMAV	10	ALAMO AVE	RANDOLPH ST	SLAUSON AVE	2	A	2,031	36	73,116	AC/AC	9/20/2021	100
ATNBBL	10	ATLANTIC BLVD	RANDOLPH ST	61ST ST	2	A	680	36	24,480	AC/AC	9/17/2021	100
ATSBBL	10	ATLANTIC BLVD	RANDOLPH ST	61ST ST	2	A	680	36	24,480	AC/AC	9/17/2021	100
ATNBBL	20	ATLANTIC BLVD	61ST ST	60TH ST	2	A	663	36	23,868	AC/AC	9/17/2021	100
ATSBBL	20	ATLANTIC BLVD	61ST ST	60TH ST	2	A	663	36	23,868	AC/AC	9/17/2021	100
ATNBBL	30	ATLANTIC BLVD	60TH ST	196' S/O SLAUSON AVE	2	A	463	36	16,668	AC/AC	9/17/2021	100
ATSBBL	30	ATLANTIC BLVD	60TH ST	196' S/O SLAUSON AVE	2	A	463	36	16,668	AC/AC	9/17/2021	100
SLEBAV	150	SLAUSON AVE	ALAMO AVE	BRIDGE	2	A	582	30	17,460	AC/AC	9/14/2021	100
SLWBAV	150	SLAUSON AVE	ALAMO AVE	BRIDGE	2	A	582	30	17,460	AC/AC	9/14/2021	100
SLEBAV	35	SLAUSON AVE	213' W/O LOMA VISTA AVE	LOMA VISTA AVE	2	A	213	33	7,029	PCC	9/14/2021	99
58THST	10	58TH ST (E)	MAYWOOD AVE	EVERETT AVE	2	L	787	26	20,462	AC	9/16/2021	98
58THST	70	58TH ST (E)	MAYFLOWER AVE	WOODLAWN AVE	2	L	1,405	27	37,935	AC	9/16/2021	98
61STST	10	61ST ST (E)	CL	PINE AVE	2	L	346	32	11,072	AC	9/17/2021	98
61STST	20	61ST ST (E)	PINE AVE	ATLANTIC BLVD	2	L	674	27	18,198	AC	9/17/2021	98
SLEBAV	110	SLAUSON AVE	KING AVE	150' W/O MAYFLOWER AVE	2	A	503	30	15,090	AC	9/14/2021	98
SLWBAV	120	SLAUSON AVE	172' E/O MAYFLOWER AVE	HELIOTROPE AVE	2	A	468	26	12,168	AC	9/14/2021	98
SLWBAV	130	SLAUSON AVE	HELIOTROPE AVE	WOODLAWN AVE	2	A	744	26	19,344	AC	9/14/2021	98
52NDPL	10	52ND PL (E)	52ND ST	CUDAHY AVE	2	L	800	27	21,600	AC/AC	9/15/2021	98
52NDPL	30	52ND PL (E)	MAYFLOWER AVE	HELIOTROPE AVE	2	L	596	27	16,092	AC	9/15/2021	97
53RDST	10	53RD ST (E)	MAYWOOD AVE	LOMA VISTA AVE	2	C	1,704	26	44,304	AC	9/15/2021	97
60THST	10	60TH ST (E)	ATLANTIC BLVD	HELIOTROPE CIR	2	L	1,957	27	52,839	AC	9/17/2021	97
COROAV	10	CORONA AVE	CL (N)	CL (S)	2	L	2,834	26	73,684	AC	9/21/2021	97
53RDST	20	53RD ST (E)	LOMA VISTA AVE	PINE AVE	2	C	3,341	26	86,866	AC/AC	9/15/2021	97
HELIAV	30	HELIOTROPE AVE	SLAUSON AVE	CL	2	C	1,308	26	34,008	AC	9/20/2021	96
SLEBAV	100	SLAUSON AVE	195' E/O ATLANTIC BLVD	KING AVE	2	A	474	36	17,064	AC	9/14/2021	96
MAYWAV	10	MAYWOOD AVE	51' NORTH OF SLAUSON AVE	FRUITLAND AVE	2	A	2,857	35	99,995	AC/AC	9/21/2021	96
SLEBAV	130	SLAUSON AVE	HELIOTROPE AVE	WOODLAWN AVE	2	A	744	26	19,344	AC	9/14/2021	95
SLWBAV	140	SLAUSON AVE	WOODLAWN AVE	ALAMO AVE	2	A	698	26	18,148	AC	9/14/2021	95
53RDST	50	53RD ST (E)	ATLANTIC BLVD	MAYFLOWER AVE	2	C	1,364	36	49,104	AC/AC	9/15/2021	95
RANDST	50	RANDOLPH ST	WALKER AVE	DISTRICT BLVD	2	C	835	36	30,060	AC/PCC	9/17/2021	95
SLEBAV	95	SLAUSON AVE	210' W/O ATLANTIC BLVD	195' E/O ATLANTIC BLVD	2	A	405	36	14,580	PCC	9/14/2021	95
58THST	50	58TH ST (E)	ATLANTIC BLVD	KING AVE	2	L	660	36	23,760	AC	9/16/2021	94
60THST	30	60TH ST (E)	ALAMO AVE	DISTRICT BLVD	2	L	1,050	33	34,650	AC	9/17/2021	94
SLEBAV	140	SLAUSON AVE	WOODLAWN AVE	ALAMO AVE	2	A	698	26	18,148	AC	9/14/2021	94
60THST	50	60TH ST (E)	PINE AVE	CL	2	L	344	27	9,288	AC	9/17/2021	93
SLWBAV	100	SLAUSON AVE	195' E/O ATLANTIC BLVD	KING AVE	2	A	474	36	17,064	AC	9/14/2021	92
ATSBBL	40	ATLANTIC BLVD	196' S/O SLAUSON AVE	200' N/O SLAUSON AVE	2	A	393	36	14,148	PCC	9/17/2021	92
55THST	20	55TH ST (E)	CORONA AVE	CUDAHY AVE/ATLANTIC BLVD	2	A	2,704	36	97,344	AC	9/16/2021	91
PINEAV	20	PINE AVE	SLAUSON AVE	58TH ST	2	L	350	34	11,900	AC	9/20/2021	91
CLARAV	10	CLARKSON AVE	RANDOLPH ST	60TH ST	2	L	1,336	26	34,736	AC	9/21/2021	90
55THST	30	55TH ST (E)	ATLANTIC BLVD	KING AVE	2	A	730	36	26,280	AC/AC	9/16/2021	90
SLWBAV	45	SLAUSON AVE	LOMA VISTA AVE	234' E/O LOMA VISTA AVE	2	A	234	33	7,722	PCC	9/14/2021	90

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City of Maywood - PMP Update 2021
Section Description Inventory - Sorted by Descending PCI

StreetID	SectionID	Street Name	Begin Location	End Location	No. of Lanes	FC	Length (ft)	Width (ft)	Area (ft)	ST	PCI Date	PCI
PALMAV	10	PALM AVE	RANDOLPH ST	61ST ST	2	L	680	27	18,360	AC	9/20/2021	89
ATNBBL	40	ATLANTIC BLVD	196' S/O SLAUSON AVE	200' N/O SLAUSON AVE	2	A	395	36	14,220	PCC	9/17/2021	89
53RDST	30	53RD ST (E)	PINE AVE	CUDAHY AVE	2	C	739	36	26,604	AC	9/15/2021	88
53RDST	40	53RD ST (E)	CUDAHY AVE	ATLANTIC BLVD	2	C	178	53	9,434	AC	9/15/2021	88
FISHAV	10	FISHBURN AVE	CL (S)	58TH ST	2	L	705	36	25,380	AC	9/21/2021	88
RANDST	20	RANDOLPH ST	CLARKSON AVE	ATLANTIC BLVD	2	A	338	36	12,168	AC	9/17/2021	88
SLWBAV	115	SLAUSON AVE	130' W/O MAYFLOWER AVE	172' E/O MAYFLOWER AVE	2	A	322	44	14,168	PCC	9/14/2021	88
GIFFAV	10	GIFFORD AVE	CL (S)	FRUITLAND AVE	2	A	2,763	26	71,838	AC	9/20/2021	87
LOVIAV	10	LOMA VISTA AVE	CL (S)	FRUITLAND AVE	2	A	2,942	32	94,144	AC	9/21/2021	86
MAYFAV	40	MAYFLOWER AVE	56TH ST	CL	2	A	561	26	14,586	AC	9/20/2021	86
60THST	40	60TH ST (E)	ATLANTIC BLVD	PINE AVE	2	L	674	36	24,264	AC	9/17/2021	85
ATNBBL	60	ATLANTIC BLVD	55TH ST	52ND DR	2	A	888	27	23,976	AC	9/17/2021	83
SLWBAV	95	SLAUSON AVE	210' W/O ATLANTIC BLVD	195' E/O ATLANTIC BLVD	2	A	405	36	14,580	PCC	9/14/2021	83
59THPL	30	59TH PL (E)	ALAMO AVE	WALKER AVE	2	L	688	32	22,016	AC	9/16/2021	82
WDWAAV	10	WOODWARD AVE	RANDOLPH ST	60TH ST	2	L	1,349	27	36,423	AC	9/20/2021	82
57THST	40	57TH ST (E)	ATLANTIC BLVD	KING AVE	2	L	658	36	23,688	AC/AC	9/16/2021	82
FLORAV	10	FLORA AVE	SLAUSON AVE	E 60TH ST	2	L	684	32	21,888	AC	9/21/2021	81
PINEAV	30	PINE AVE	58TH ST	52ND ST	2	L	2,094	27	56,538	AC	9/20/2021	81
MAYFAV	20	MAYFLOWER AVE	HELIOTROPE CIR	SLAUSON AVE	2	A	99	27	2,673	PCC	9/21/2021	81
57THST	30	57TH ST (E)	GIFFORD AVE	ATLANTIC BLVD	2	L	2,038	27	55,026	AC	9/16/2021	80
SLWBAV	110	SLAUSON AVE	KING AVE	130' W/O MAYFLOWER AVE	2	A	563	30	16,890	AC	9/14/2021	79
WILCAV	10	WILCOX AVE	RANDOLPH ST	61ST ST	2	L	683	27	18,441	AC	9/20/2021	79
KINGAV	20	KING AVE	SLAUSON AVE	56TH ST	2	A	1,072	35	37,520	AC	9/20/2021	78
RANDST	40	RANDOLPH ST	WOODWARD AVE	WALKER AVE	2	C	3,839	33	126,687	AC	9/17/2021	78
58THST	20	58TH ST (E)	EVERETT AVE	LOMA VISTA AVE	2	L	662	36	23,832	AC	9/16/2021	77
RANDST	10	RANDOLPH ST	353' W/O PINE	CLARKSON AVE	2	C	685	33	22,605	AC	9/17/2021	77
WALKAV	10	WALKER AVE	RANDOLPH ST	END OF CDS	2	L	1,657	36	59,652	AC	9/20/2021	77
SLEBAV	115	SLAUSON AVE	150' W/O MAYFLOWER AVE	MAYFLOWER AVE	2	A	195	44	8,580	PCC	9/14/2021	77
CUDAHV	10	CUDAHY AVE	54TH ST	52ND ST	2	L	683	34	23,222	AC	9/21/2021	76
SLEBAV	120	SLAUSON AVE	MAYFLOWER AVE	HELIOTROPE AVE	2	A	663	26	17,238	AC	9/14/2021	76
57THST	20	57TH ST (E)	LOMA VISTA AVE	GIFFORD AVE	2	L	1,980	27	53,460	AC	9/16/2021	75
59TH PL	10	59TH PL (E)	ATLANTIC BLVD	KING AVE	2	L	669	36	24,084	AC	9/16/2021	74
ATNBBL	50	ATLANTIC BLVD	200' W/O SLAUSON AVE	55TH ST	2	A	1,228	27	33,156	AC	9/17/2021	74
OTISAV	10	OTIS AVE	SLAUSON AVE-EB	CITY LIMIT	2	L	151	32	4,832	AC	9/21/2021	74
54THST	10	54TH ST (E)	MAYWOOD AVE	LOMA VISTA AVE	2	L	1,654	27	44,658	AC	9/15/2021	73
HELIAV	20	HELIOTROPE AVE	60TH ST	SLAUSON AVE	2	C	671	27	18,117	AC	9/20/2021	73
SLWBAV	60	SLAUSON AVE	CORONA AVE	GIFFORD AVE	2	A	661	30	19,830	AC	9/14/2021	73
SLEBAV	90	SLAUSON AVE	PINE AVE	210' W/O ATLANTIC BLVD	2	A	467	36	16,812	AC	9/14/2021	73
52NDPL	20	52ND PL (E)	ATLANTIC BLVD	MAYFLOWER AVE	2	L	1,369	27	36,963	AC/AC	9/15/2021	73
HELICR	10	HELIOTROPE CIR	60TH ST	MAYFLOWER AVE	2	C	834	36	30,024	AC/PCC	9/20/2021	73
FISHAV	20	FISHBURN AVE	58TH ST	52ND ST	2	L	2,098	26	54,548	AC	9/21/2021	72
SLEBAV	60	SLAUSON AVE	CORONA AVE	GIFFORD AVE	2	A	661	30	19,830	AC	9/14/2021	72

FC (Functional Class): A (Arterial), C (Collector), L (Local/Residential)

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City of Maywood - PMP Update 2021
Section Description Inventory - Sorted by Descending PCI

StreetID	SectionID	Street Name	Begin Location	End Location	No. of Lanes	FC	Length (ft)	Width (ft)	Area (ft)	ST	PCI Date	PCI
SLWBAV	80	SLAUSON AVE	FISHBURN AVE	PINE AVE	2	A	675	36	24,300	AC	9/14/2021	72
VINEAV	10	VINEVALE AVE	RANDOLPH ST	60TH ST	2	L	1,339	36	48,204	AC	9/20/2021	72
EVERAV	10	EVERETT AVE	CL (S)	58TH ST	1	L	524	29	15,196	AC/PCC	9/21/2021	72
54THST	20	54TH ST (E)	LOMA VISTA AVE	ATLANTIC BLVD	2	L	4,170	27	112,590	AC	9/15/2021	71
ATSBBL	50	ATLANTIC BLVD	200' N/O SLAUSON AVE	55TH ST	2	A	1,227	27	33,129	AC	9/17/2021	71
KINGAV	10	KING AVE	CL(S)	SLAUSON AVE	2	A	2,019	27	54,513	AC	9/20/2021	71
SLWBAV	70	SLAUSON AVE	GIFFORD AVE	FISHBURN AVE	2	A	686	30	20,580	AC	9/14/2021	71
SLEBAV	80	SLAUSON AVE	FISHBURN AVE	PINE AVE	2	A	675	36	24,300	AC	9/14/2021	71
56THST	30	56TH ST (E)	ATLANTIC BLVD	HELIOTROPE AVE	2	L	2,022	27	54,594	AC	9/17/2021	70
HELIAV	10	HELIOTROPE AVE	CL (S)	60TH ST	2	C	1,353	27	36,531	AC	9/20/2021	70
MALBWY	10	MALBURG WAY	42' S/O SLAUSON AVE	SLAUSON AVE	2	L	42	42	1,764	AC	9/21/2021	70
RANDST	30	RANDOLPH ST	ATLANTIC BLVD	WOODWARD AVE	2	C	329	33	10,857	AC	9/17/2021	70
SLWBAV	10	SLAUSON AVE	S DOWNEY RD	MAYWOOD AVE	2	A	513	30	15,390	AC	9/14/2021	70
58THST	40	58TH ST (E)	PINE AVE	ATLANTIC BLVD	2	L	678	34	23,052	AC	9/16/2021	69
MAYFAV	30	MAYFLOWER AVE	SLAUSON AVE	56TH ST	2	A	1,074	26	27,924	AC	9/20/2021	69
PROSAV	10	PROSPECT AVE	RANDOLPH ST	60TH ST	2	L	1,343	36	48,348	AC	9/20/2021	69
SLWBAV	30	SLAUSON AVE	EVERETT AVE	LOMA VISTA AVE	2	A	659	30	19,770	AC	9/14/2021	69
MAYFAV	10	MAYFLOWER AVE	RANDOLPH ST	HELIOTROPE CIR	2	A	1,903	27	51,381	AC	9/20/2021	68
SLEBAV	70	SLAUSON AVE	GIFFORD AVE	FISHBURN AVE	2	A	686	30	20,580	AC	9/14/2021	67
SLWBAV	90	SLAUSON AVE	PINE AVE	210' W/O ATLANTIC BLVD	2	A	467	36	16,812	AC	9/14/2021	67
WDLAAV	20	WOODLAWN AVE	60TH PL	52ND PL	2	L	1,443	27	38,961	AC	9/20/2021	67
52NDST	10	52ND ST (E)	MAYWOOD AVE	LOMA VISTA AVE	2	L	1,754	36	63,144	AC	9/15/2021	66
58THST	30	58TH ST (E)	LOMA VISTA AVE	PINE AVE	2	L	3,339	27	90,153	AC	9/16/2021	66
PALAAV	10	PALA AVE	RANDOLPH ST	61ST ST	2	L	685	27	18,495	AC	9/21/2021	66
SLEBAV	40	SLAUSON AVE	LOMA VISTA AVE	CARMELITA AVE	2	A	661	30	19,830	AC	9/14/2021	66
SLWBAV	50	SLAUSON AVE	CARMELITA AVE	CORONA AVE	2	A	657	30	19,710	AC	9/14/2021	66
SLEBAV	20	SLAUSON AVE	MAYWOOD AVE	EVERETT AVE	2	A	598	30	17,940	AC	9/14/2021	65
SLEBAV	30	SLAUSON AVE	EVERETT AVE	213' W/O LOMA VISTA AVE	2	A	446	30	13,380	AC	9/14/2021	65
SLEBAV	50	SLAUSON AVE	CARMELITA AVE	CORONA AVE	2	A	657	30	19,710	AC	9/14/2021	65
56THST	10	56TH ST (E)	MAYWOOD AVE	LOMA VISTA AVE	2	L	1,553	27	41,931	AC	9/17/2021	64
57THST	10	57TH ST (E)	MAYWOOD AVE	LOMA VISTA AVE	2	L	1,499	24	35,976	AC	9/16/2021	64
ATSBBL	60	ATLANTIC BLVD	55TH ST	52ND DR	2	A	885	27	23,895	AC	9/17/2021	64
CUDAAV	20	CUDAHY AVE	52ND ST	CL	2	L	167	17	2,839	AC	9/21/2021	64
SLWBAV	20	SLAUSON AVE	MAYWOOD AVE	EVERETT AVE	2	A	598	30	17,940	AC	9/14/2021	64
59THPL	20	59TH PL (E)	KING AVE	ALAMO AVE	2	L	2,796	27	75,492	AC	9/16/2021	63
SLWBAV	40	SLAUSON AVE	234' E/O LOMA VISTA AVE	CARMELITA AVE	2	A	427	30	12,810	AC	9/14/2021	63
56THST	20	56TH ST (E)	LOMA VISTA AVE	ATLANTIC BLVD	2	L	4,017	27	108,459	AC	9/17/2021	62
61STST	30	61ST ST (E)	ATLANTIC BLVD	HELIOTROPE CIR	2	L	2,067	27	55,809	AC	9/17/2021	62
WDLAAV	10	WOODLAWN AVE	RANDOLPH ST	60TH PL	2	L	1,012	27	27,324	AC	9/20/2021	62
EVERAV	20	EVERETT AVE	58TH ST	FRUITLAND AVE	2	L	2,427	26	63,102	AC	9/21/2021	60
52NDST	20	52ND ST (E)	LOMA VISTA AVE	ATLANTIC BLVD	2	L	4,439	36	159,804	AC	9/15/2021	59
52NDPL	40	52ND PL (E)	HELIOTROPE AVE	70' E/O HELIOTROPE AVE	2	L	70	52	3,640	AC/PCC	9/15/2021	59

FC (Functional Class): A (Arterial), C (Collector), L (Local/Residential)

ST (Surface Type): AC (Asphalt Concrete), AC/AC (Asphalt Concrete Overlay),

AC/PCC (Composite Pavement), PCC (Portland Cement Concrete)

City of Maywood - PMP Update 2021
Section Description Inventory - Sorted by Descending PCI

StreetID	SectionID	Street Name	Begin Location	End Location	No. of Lanes	FC	Length (ft)	Width (ft)	Area (ft)	ST	PCI Date	PCI
PINEAV	10	PINE AVE	CL(S)	SLAUSON AVE	2	L	2,021	34	68,714	AC	9/20/2021	58
55THST	10	55TH ST (E)	MAYWOOD AVE	CORONA AVE	2	A	2,919	27	78,813	AC	9/16/2021	56
60THPL	10	60TH PL (E)	HELIOTROPE AVE	WALKER AVE	2	L	2,109	27	56,943	AC	9/17/2021	55
60THST	20	60TH ST (E)	HELIOTROPE CIR	ALAMO AVE	2	L	1,510	33	49,830	AC	9/17/2021	55
KINGAV	30	KING AVE	56TH ST	CL	2	A	892	26	23,192	AC	9/20/2021	54
57THST	50	57TH ST (E)	KING AVE	HELIOTROPE AVE	2	L	1,366	29	39,614	AC	9/16/2021	52
61STST	40	61ST ST (E)	HELIOTROPE CIR	WALKER AVE	2	L	2,100	27	56,700	AC	9/17/2021	51
CARMAV	10	CARMELITA AVE	FRUITLAND AVE	CL (S)	2	L	2,930	26	76,180	AC	9/21/2021	51
52NDPL	50	52ND PL (E)	70' E/O HELIOTROPE AVE	ALAMO	2	L	1,701	28	47,628	PCC	9/21/2021	46
SDWNRD	10	S DOWNEY RD	SLAUSON AVE	163' N/O SLAUSON AVE	2	A	163	42	6,846	AC	9/21/2021	9

FC (Functional Class): A (Arterial), C (Collector), L (Local/Residential)
ST (Surface Type): AC (Asphalt Concrete), AC/AC (Asphalt Concrete Overlay),
AC/PCC (Composite Pavement), PCC (Portland Cement Concrete)

Appendix B

MAINTENANCE AND REHABILITATION DECISION TREE

Maintenance and Rehabilitation (M&R) Decision Tree

This report presents the current maintenance and rehabilitation decision tree that exists in the database. The decision tree forms the basis for all of the budgetary computations included in this report. ***Changes to the decision tree will make the results in the budget reports invalid.*** All pavement treatment unit costs relevant to the road types in the database were updated.

The decision tree lists the treatments and costs selected for preventive maintenance and rehabilitation activities. Each line represents a specific combination of functional classification and surface type.

The preventive maintenance portion of the report is identified as Condition Category I – Very Good. All preventive maintenance treatment listings are assigned only to sections in Condition Category I where the $PCI \geq 70$. Sections with PCI values less than 70 are assigned to treatments listed in Categories II through V.

In the preventive maintenance category ($PCI \geq 70$), a time sequence is used to identify the appropriate treatment and cost. Each preventive maintenance treatment description consists of three parts: 1) a CRACK treatment, 2) a SURFACE treatment, and 3) a RESTORATION treatment. These three parts allow the user to specify one of three different preventive maintenance treatments depending on the prior maintenance history of the section.

1. The CRACK treatment part can be used to specify the most frequent type of preventive maintenance activity planned (typically crack seals).
2. The SURFACE treatment part can be used to specify more extensive and less frequent preventive maintenance activities, such as chip seals or slurry seals. For example, a crack seal can be specified on a 3-year cycle with a slurry seal specified after 5 years.
3. The RESTORATION part can be used to specify a surface restoration treatment (such as an overlay) to be performed after a specified number of surface treatments. For example, after a certain number of successive slurry seals, an overlay can be specified instead of another slurry seal.

Rehabilitation treatments are assigned to sections in Condition Categories II through V (PCI less than 70). Each line is defined by a specific combination of functional classification, surface type, and condition category.

COLUMN	DESCRIPTION
Functional Class	Functional Classification identifying the branch
Surface	Surface Type identifying the branch number.
Condition Category	Condition Category (I through V).
Treatment Type	First Row (Crack Treatment) indicates localized treatment (e.g. crack sealing). Second Row (Surface Treatment) indicates surface treatment (e.g. slurry sealing). Third Row (Restoration Treatment) indicates surface restoration (e.g. overlay).
Treatment	Name of treatments from the "Treatment Descriptions" report.
Yrs. Between Crack Seals	First Row - number of years between successive treatment applications specified in the first row (i.e. CRACK treatment).

COLUMN	DESCRIPTION
Yrs. Between Surface Seals	Second Row - number of years between successive treatment applications specified in the second row (i.e. SURFACE treatment).
Number of Sequential Seals	Number of times that the treatment application in the second row (i.e. SURFACE treatment) will be performed prior to performing the treatment application in the third row.

Note that the treatments assigned to each section should not be blindly followed in preparing a road maintenance program. Engineering judgment and project level analysis should be applied to ensure that the treatment is appropriate and cost effective for the section.

Decision Tree

Printed: 12/21/2021

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Arterial	AC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	7		
			Surface Treatment	DO NOTHING	\$0.00		7	
			Restoration Treatment	DO NOTHING	\$0.00			99
		II - Good, Non-Load Related		MILL AND THIN OVERLAY	\$28.00			
		III - Good, Load Related		MILL AND THIN OVERLAY	\$30.00			
		IV - Poor		MILL AND THICK OVERLAY	\$41.00			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$131.00			
	AC/AC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	7		
			Surface Treatment	DO NOTHING	\$0.00		7	
			Restoration Treatment	DO NOTHING	\$0.00			99
		II - Good, Non-Load Related		MILL AND THIN OVERLAY	\$28.00			
		III - Good, Load Related		MILL AND THIN OVERLAY	\$30.00			
		IV - Poor		MILL AND THICK OVERLAY	\$41.00			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$131.00			
	AC/PCC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	7		
			Surface Treatment	DO NOTHING	\$0.00		7	
			Restoration Treatment	DO NOTHING	\$0.00			99
		II - Good, Non-Load Related		DO NOTHING	\$0.00			
		III - Good, Load Related		DO NOTHING	\$0.00			
		IV - Poor		DO NOTHING	\$0.00			
		V - Very Poor		DO NOTHING	\$0.00			
	PCC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	9		
			Surface Treatment	DO NOTHING	\$0.00		15	
			Restoration Treatment	DO NOTHING	\$0.00			99
		II - Good, Non-Load Related		DO NOTHING	\$0.00			
		III - Good, Load Related		PANEL REPLACE 5%	\$30.00			
		IV - Poor		PANEL REPLACE 10%	\$60.00			
		V - Very Poor		RECONSTRUCT STRUCTURE (PCC)	\$102.00			

Functional Class and Surface combination not used

Selected Treatment is not a Surface Seal

Decision Tree

Printed: 12/21/2021

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Collector	AC	I - Very Good	Crack Treatment	SEAL CRACKS	\$1.25	10		
			Surface Treatment	CRACK SEAL & SLURRY SEAL	\$4.75		10	
			Restoration Treatment	MILL AND THIN OVERLAY	\$25.00			3
		II - Good, Non-Load Related		MICROSURFACING	\$9.00		10	
				MILL AND THIN OVERLAY	\$25.00			
				MILL AND THIN OVERLAY	\$27.00			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$105.00			
			Crack Treatment	SEAL CRACKS	\$1.25	10		
			Surface Treatment	CRACK SEAL & SLURRY SEAL	\$4.75			
			Restoration Treatment	MILL AND THIN OVERLAY	\$25.00			3
	AC/AC	II - Good, Non-Load Related		MICROSURFACING	\$9.00		10	
				MILL AND THIN OVERLAY	\$25.00			
				MILL AND THIN OVERLAY	\$27.00			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$105.00			
			Crack Treatment	SEAL CRACKS	\$1.25	10		
			Surface Treatment	CRACK SEAL & SLURRY SEAL	\$4.75			
			Restoration Treatment	MILL AND THIN OVERLAY	\$25.00			3
		II - Good, Non-Load Related		MICROSURFACING	\$9.00		10	
				MILL AND THIN OVERLAY	\$25.00			
				MILL AND THIN OVERLAY	\$27.00			
	AC/PCC	V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$105.00			
			Crack Treatment	DO NOTHING	\$0.00	10		
			Surface Treatment	DO NOTHING	\$0.00		10	
		II - Good, Non-Load Related	Restoration Treatment	DO NOTHING	\$0.00			99
				DO NOTHING	\$0.00			
				MILL AND THIN OVERLAY	\$20.00			
		IV - Poor		MILL AND THIN OVERLAY	\$22.00			
				RECONSTRUCT STRUCTURE (AC)	\$105.00			
				DO NOTHING	\$0.00	9		
			Surface Treatment	DO NOTHING	\$0.00		15	
	PCC	V - Very Poor	Restoration Treatment	DO NOTHING	\$0.00			99
				DO NOTHING	\$0.00			
				DO NOTHING	\$0.00			
		II - Good, Non-Load Related		DO NOTHING	\$0.00			
				DO NOTHING	\$0.00			
				DO NOTHING	\$0.00			
		V - Very Poor		DO NOTHING	\$0.00			

Functional Class and Surface combination not used

Selected Treatment is not a Surface Seal

Decision Tree

Printed: 12/21/2021

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Residential/Local	AC	I - Very Good	Crack Treatment	SEAL CRACKS	\$1.25	10		
			Surface Treatment	CRACK SEAL & SLURRY SEAL	\$4.75		10	
			Restoration Treatment	MILL AND THIN OVERLAY	\$22.00			3
		II - Good, Non-Load Related		CRACK SEAL & SLURRY SEAL	\$6.75		10	
		III - Good, Load Related		MILL AND THIN OVERLAY	\$22.00			
		IV - Poor		MILL AND THIN OVERLAY	\$24.00			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$79.00			
	AC/AC	I - Very Good	Crack Treatment	SEAL CRACKS	\$1.25	10		
			Surface Treatment	CRACK SEAL & SLURRY SEAL	\$4.75		10	
			Restoration Treatment	MILL AND THIN OVERLAY	\$22.00			3
		II - Good, Non-Load Related		CRACK SEAL & SLURRY SEAL	\$6.75		10	
		III - Good, Load Related		MILL AND THIN OVERLAY	\$22.00			
		IV - Poor		MILL AND THIN OVERLAY	\$24.00			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	\$79.00			
	AC/PCC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	4		
			Surface Treatment	DO NOTHING	\$0.00		8	
			Restoration Treatment	DO NOTHING	\$0.00			3
		II - Good, Non-Load Related		DO NOTHING	\$0.00			
		III - Good, Load Related		MILL AND THIN OVERLAY	\$20.00			
	PCC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	4		
			Surface Treatment	DO NOTHING	\$0.00		15	
			Restoration Treatment	DO NOTHING	\$0.00			99
		II - Good, Non-Load Related		DO NOTHING	\$0.00			
		III - Good, Load Related		PANEL REPLACE 5%	\$20.00			
		IV - Poor		PANEL REPLACE 10%	\$40.00			
		V - Very Poor		RECONSTRUCT SURFACE (PCC)	\$80.00			

 Functional Class and Surface combination not used

 Selected Treatment is not a Surface Seal

Appendix C

BUDGET NEEDS ANALYSIS RESULTS

Budget Needs Reports

The purpose of this section is to answer the question: *If the City had all the money in the world, what sections should be fixed and how much will it cost?* Based on the Maintenance & Rehabilitation (M&R) decision tree and the PCIs of the sections, the program will then select a maintenance or rehabilitation action and compute the total costs over the analysis period. The Budget Needs represents the "ideal world" funding levels, while the Budget Scenario reports in the next section represent the most "cost effective" prioritization possible for the actual funding levels.

A budget needs analysis has been performed. The summary results from the analysis are provided. An interest rate of 3% and an inflation factor of 3% were used to project the costs for the analysis period. This report shows the total ten-year budget that would be required to meet the City's standards as exemplified in the M&R decision tree.

Budget Needs reports included in this appendix are listed below:

- Projected PCI/Cost Summary
- Preventive Maintenance Treatment/Cost Summary
- Rehabilitation Treatment/Cost Summary

Needs - Projected PCI/Cost Summary

This report summarizes and projects the network PCI over the ten-year analysis period, both with and without treatments applied. It also reports the associated costs, which are based on the treatment unit costs presented in the M&R decision tree.

COLUMN	DESCRIPTION
Year	Year in the analysis period.
PCI Treated	Projected network average PCI with all needed treatments applied.
PCI Untreated	Projected network average PCI without any treatments applied.
PM Cost	Total preventive maintenance treatment cost.
Rehab Cost	Total rehabilitation treatment cost.
Cost	The budget required for each year in the analysis period to meet the City's standard as shown on the M&R decision tree.
Total Cost	Total budget required over a ten-year period.

Needs - Projected PCI/Cost Summary

Inflation Rate = 3.00 % Printed: 12/21/2021

Year	PCI Treated	PCI Untreated	PM Cost	Rehab Cost	Cost
2022	85	75	\$344,449	\$3,068,876	\$3,413,325
2023	86	73	\$38,213	\$1,674,310	\$1,712,523
2024	86	71	\$192,653	\$891,459	\$1,084,112
2025	85	69	\$96,391	\$516,718	\$613,109
2026	84	67	\$79,752	\$410,367	\$490,119
2027	85	65	\$41,129	\$699,407	\$740,536
2028	83	63	\$84,608	\$89,067	\$173,675
2029	83	61	\$11,760	\$510,029	\$521,789
2030	82	58	\$0	\$879,056	\$879,056
2031	81	56	\$186,087	\$74,066	\$260,153
% PM			PM Total Cost	Rehab Total Cost	Total Cost
10.87%			\$1,075,042	\$8,813,355	\$9,888,397

Needs - Preventive Maintenance Treatment/Cost Summary

This report summarizes each preventive maintenance treatment type, quantity of pavement affected, and total costs over the analysis period. It also summarizes the total quantities and costs over the next ten years.

COLUMN	DESCRIPTION
Treatment	Type of preventive maintenance treatments needed.
Year	Year in the analysis period (i.e. 2022, 2023, 2024, etc.).
Area Treated	Quantities in linear feet (Seal Cracks) or square yard (Slurry Seal).
Cost	Maintenance treatment cost.

Needs - Preventive Maintenance Treatment/Cost Summary

Inflation Rate = 3.00 % Printed: 12/21/2021

Treatment	Year	Area Treated	Cost
CRACK SEAL & SLURRY SEAL	2022	72,514.11 sq. yd.	\$344,449
	2023	7,810.22 sq. yd.	\$38,213
	2024	38,229.22 sq. yd.	\$192,653
	2025	18,570.33 sq. yd.	\$96,391
	2026	14,917.11 sq. yd.	\$79,752
	2027	7,469 sq. yd.	\$41,129
	2028	14,917.11 sq. yd.	\$84,608
	2029	2,013 sq. yd.	\$11,760
	2031	30,024.78 sq. yd.	\$186,087
	Total	206,464.89	\$1,075,042
Total Quantity		206,464.89	\$1,075,042

Needs - Rehabilitation Treatment/Cost Summary

This report summarizes each rehabilitation treatment type, quantity of pavement affected, and total costs over the analysis period. It also summarizes the total quantities and costs over the next ten years.

COLUMN	DESCRIPTION
Treatment	Type of rehabilitation treatments needed.
Year	Year in the analysis period (i.e. 2022, 2023, 2024, etc.).
Area Treated	Quantities in square yard.
Cost	Rehabilitation treatment cost.

Needs - Rehabilitation Treatment/Cost Summary

Inflation Rate = 3.00 % Printed: 12/21/2021

Treatment	Year	Area Treated	Cost
CRACK SEAL & SLURRY SEAL	2022	2,757.33 sq.yd.	\$18,612
	Total	2,757.33 sq.yd.	\$18,612
PANEL REPLACE 10%	2022	5,292 sq.yd.	\$211,680
	Total	5,292 sq.yd.	\$211,680
RECONSTRUCT STRUCTURE (AC)	2022	760.67 sq.yd.	\$99,648
	Total	760.67 sq.yd.	\$99,648
MILL AND THIN OVERLAY	2022	111,776.11 sq.yd.	\$2,738,936
	2023	64,733.89 sq.yd.	\$1,674,310
	2024	14,405.78 sq.yd.	\$398,469
	2025	19,719 sq.yd.	\$516,718
	2026	13,680.44 sq.yd.	\$410,367
	2027	25,171.78 sq.yd.	\$699,407
	2028	2,664 sq.yd.	\$89,067
	2029	16,588 sq.yd.	\$510,029
	2030	24,628 sq.yd.	\$879,056
	2031	2,580.22 sq.yd.	\$74,066
	Total	295,947.22 sq.yd.	\$7,990,425
MILL AND THICK OVERLAY	2024	11,333.89 sq.yd.	\$492,990
	Total	11,333.89 sq.yd.	\$492,990
Total Cost			\$8,813,355

Appendix D

BUDGET SCENARIO RESULTS

Scenario 1: Available Budget \$1M/Yr

Cost Summary Report

Network Condition Summary Report

Scenarios - Cost Summary

Interest: 3.00%

Inflation: 3.00%

Printed: 12/21/2021

Scenario: 2021 S1: 1M/yr

Year	PM	Budget	Rehabilitation		Preventative Maintenance	Surplus PM	Deferred	Stop Gap		
2022	10%	\$1,000,000	II	\$1,323	Non-Project	\$100,854	\$0	\$4,149,500	Funded	\$0
			III	\$897,160					Unmet	\$22,347
			IV	\$0						
			V	\$0						
			Total	\$898,483						
			Project	\$0						
2023	10%	\$1,000,000	II	\$17,808	Non-Project	\$105,768	\$0	\$4,552,932	Funded	\$0
			III	\$401,916					Unmet	\$4,941
			IV	\$473,785						
			V	\$0						
			Total	\$893,509						
			Project	\$0						
2024	10%	\$1,000,000	II	\$0	Non-Project	\$94,652	\$348	\$4,391,863	Funded	\$0
			III	\$675,286					Unmet	\$1,192
			IV	\$224,572						
			V	\$0						
			Total	\$899,858						
			Project	\$0						
2025	10%	\$1,000,000	II	\$0	Non-Project	\$155,853	\$0	\$3,819,818	Funded	\$0
			III	\$416,771					Unmet	\$844
			IV	\$426,581						
			V	\$0						
			Total	\$843,352						
			Project	\$0						
2026	10%	\$1,000,000	II	\$0	Non-Project	\$181,443	\$0	\$3,221,456	Funded	\$0
			III	\$204,131					Unmet	\$0
			IV	\$610,336						
			V	\$0						
			Total	\$814,467						
			Project	\$0						
2027	10%	\$1,000,000	II	\$0	Non-Project	\$123,273	\$0	\$2,468,246	Funded	\$0
			III	\$154,708					Unmet	\$9,341
			IV	\$699,407						
			V	\$0						
			Total	\$854,115						
			Project	\$0						
2028	4%	\$1,000,000	II	\$89,067	Non-Project	\$34,440	\$560	\$1,723,393	Funded	\$0
			III	\$140,698					Unmet	\$2,883
			IV	\$610,057						
			V	\$118,985						
			Total	\$958,807						
			Project	\$0						
2029	10%	\$1,000,000	II	\$0	Non-Project	\$95,307	\$0	\$1,451,748	Funded	\$0
			III	\$372,204					Unmet	\$2,251
			IV	\$503,099						
			V	\$0						
			Total	\$875,303						
			Project	\$0						

Scenarios Criteria:

Criteria:

Year	PM	Budget	Rehabilitation		Preventative Maintenance	Surplus PM	Deferred	Stop Gap		
2030	4%	\$1,000,000	II	\$340,604	Non-Project	\$36,537	\$463	\$1,471,277	Funded	\$0
			III	\$397,530					Unmet	\$752
			IV	\$213,304	Project	\$0				
			V	\$0						
			Total	\$951,438						
	Project	\$0								
2031	10%	\$1,000,000	II	\$0	Non-Project	\$98,846	\$1,154	\$699,369	Funded	\$0
			III	\$512,083					Unmet	\$438
			IV	\$378,030	Project	\$0				
			V	\$0						
			Total	\$890,113						
	Project	\$0								

Summary

Functional Class	Rehabilitation	Prev. Maint.	Funded Stop Gap	Unmet Stop Gap
Arterial	\$3,645,626	\$0	\$0	\$5,356
Collector	\$728,496	\$535,045	\$0	\$3,205
Residential/Local	\$4,505,323	\$491,928	\$0	\$36,428
Grand Total:	\$8,879,445	\$1,026,973	\$0	\$44,989

Scenarios - Network Condition Summary

Interest: 3%

Inflation: 3%

Printed: 12/21/2021

Scenario: 2021 S1: 1M/yr

Year	Budget	PM	Year	Budget	PM	Year	Budget	PM
2022	\$1,000,000	10%	2026	\$1,000,000	10%	2030	\$1,000,000	3.7%
2023	\$1,000,000	10%	2027	\$1,000,000	10%	2031	\$1,000,000	10%
2024	\$1,000,000	9.5%	2028	\$1,000,000	3.5%			
2025	\$1,000,000	10%	2029	\$1,000,000	9.5%			

Projected Network Average PCI by Year

Year	Never Treated	With Selected Treatment	Treated Centerline Miles	Treated Lane Miles
2022	75	78	2.89	5.77
2023	73	78	3.19	6.38
2024	71	78	2.76	5.41
2025	69	79	3.47	6.94
2026	67	79	3.33	6.66
2027	65	80	3.03	6.07
2028	63	81	2.18	4.36
2029	61	82	2.88	5.76
2030	58	82	1.90	3.80
2031	56	82	2.52	5.05

Percent Network Area by Functional Class and Condition Category

Condition in base year 2022, prior to applying treatments.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	26.5%	10.3%	25.2%	0.0%	62.0%
II / III	8.7%	1.0%	27.2%	0.0%	36.9%
IV	0.0%	0.0%	1.0%	0.0%	1.0%
V	0.1%	0.0%	0.0%	0.0%	0.1%
Total	35.3%	11.3%	53.4%	0.0%	100.0%

Condition in year 2022 after schedulable treatments applied.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	32.4%	10.3%	25.2%	0.0%	67.9%
II / III	2.8%	1.0%	27.2%	0.0%	31.0%
IV	0.0%	0.0%	1.0%	0.0%	1.0%
V	0.1%	0.0%	0.0%	0.0%	0.1%
Total	35.3%	11.3%	53.4%	0.0%	100.0%

Condition in year 2031 after schedulable treatments applied.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	35.1%	10.7%	48.1%	0.0%	93.9%
II / III	0.2%	0.6%	5.3%	0.0%	6.1%
Total	35.3%	11.3%	53.4%	0.0%	100.0%

Scenario 2: Available Budget \$1.5M/Yr

Cost Summary Report
Network Condition Summary Report

Scenarios - Cost Summary

Interest: 3.00%

Inflation: 3.00%

Printed: 12/21/2021

Scenario: 2021 S2: 1.5M/yr

Year	PM	Budget	Rehabilitation		Preventative Maintenance	Surplus PM	Deferred	Stop Gap		
2022	10%	\$1,500,000	II	\$1,323	Non-Project	\$144,843	\$657	\$3,657,391	Funded	\$0
			III	\$1,133,602					Unmet	\$20,039
			IV	\$211,680						
			V	\$0						
			Total	\$1,346,605						
			Project	\$0						
2023	10%	\$1,500,000	II	\$0	Non-Project	\$151,444	\$0	\$3,545,899	Funded	\$0
			III	\$874,210					Unmet	\$3,473
			IV	\$473,785						
			V	\$0						
			Total	\$1,347,995						
			Project	\$0						
2024	10%	\$1,500,000	II	\$0	Non-Project	\$157,038	\$0	\$2,857,852	Funded	\$0
			III	\$841,249					Unmet	\$684
			IV	\$492,990						
			V	\$0						
			Total	\$1,334,239						
			Project	\$0						
2025	10%	\$1,500,000	II	\$18,893	Non-Project	\$149,347	\$653	\$1,742,588	Funded	\$0
			III	\$1,017,033					Unmet	\$844
			IV	\$311,131						
			V	\$0						
			Total	\$1,347,057						
			Project	\$0						
2026	9%	\$1,500,000	II	\$0	Non-Project	\$135,768	\$732	\$1,201,182	Funded	\$0
			III	\$474,079					Unmet	\$0
			IV	\$206,236						
			V	\$112,154						
			Total	\$792,469						
			Project	\$0						
2027	0%	\$1,500,000	II	\$0	Non-Project	\$6,643	\$0	\$605,551	Funded	\$0
			III	\$0					Unmet	\$3,578
			IV	\$699,407						
			V	\$0						
			Total	\$699,407						
			Project	\$0						
2028	8%	\$1,500,000	II	\$89,067	Non-Project	\$120,129	\$0	\$227,395	Funded	\$0
			III	\$0					Unmet	\$0
			IV	\$432,353						
			V	\$0						
			Total	\$521,420						
			Project	\$0						
2029	0%	\$1,500,000	II	\$0	Non-Project	\$7,048	\$0	\$0	Funded	\$0
			III	\$510,029					Unmet	\$0
			IV	\$255,510						
			V	\$0						
			Total	\$765,539						
			Project	\$0						

Scenarios Criteria:

Criteria:

Year	PM	Budget	Rehabilitation		Preventative Maintenance	Surplus PM	Deferred	Stop Gap		
2030	3%	\$1,500,000	II	\$340,604	Non-Project	\$36,537	\$963	\$0	Funded	\$0
			III	\$538,452					Unmet	\$0
			IV	\$0	Project	\$0				
			V	\$0						
			Total	\$879,056						
	Project	\$0								
2031	13%	\$1,500,000	II	\$0	Non-Project	\$186,087	\$1,413	\$0	Funded	\$0
			III	\$74,066					Unmet	\$0
			IV	\$0	Project	\$0				
			V	\$0						
			Total	\$74,066						
	Project	\$0								

Summary

Functional Class	Rehabilitation	Prev. Maint.	Funded Stop Gap	Unmet Stop Gap
Arterial	\$3,594,222	\$0	\$0	\$2,067
Collector	\$702,138	\$611,772	\$0	\$954
Residential/Local	\$4,811,493	\$483,112	\$0	\$25,598
Grand Total:	\$9,107,853	\$1,094,884	\$0	\$28,618

Scenarios - Network Condition Summary

Interest: 3%

Inflation: 3%

Printed: 12/21/2021

Scenario: 2021 S2: 1.5M/yr

Year	Budget	PM	Year	Budget	PM	Year	Budget	PM
2022	\$1,500,000	9.7%	2026	\$1,500,000	9.1%	2030	\$1,500,000	2.5%
2023	\$1,500,000	10%	2027	\$1,500,000	0.05%	2031	\$1,500,000	12.5%
2024	\$1,500,000	10%	2028	\$1,500,000	8%			
2025	\$1,500,000	10%	2029	\$1,500,000	0.05%			

Projected Network Average PCI by Year

Year	Never Treated	With Selected Treatment	Treated Centerline Miles	Treated Lane Miles
2022	75	79	4.27	8.53
2023	73	81	4.80	9.60
2024	71	82	4.40	8.70
2025	69	84	5.05	10.10
2026	67	84	2.95	5.90
2027	65	84	1.38	2.75
2028	63	84	2.40	4.79
2029	61	84	1.50	2.99
2030	58	83	1.79	3.58
2031	56	82	1.83	3.66

Percent Network Area by Functional Class and Condition Category

Condition in base year 2022, prior to applying treatments.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	26.5%	10.3%	25.2%	0.0%	62.0%
II / III	8.7%	1.0%	27.2%	0.0%	36.9%
IV	0.0%	0.0%	1.0%	0.0%	1.0%
V	0.1%	0.0%	0.0%	0.0%	0.1%
Total	35.3%	11.3%	53.4%	0.0%	100.0%

Condition in year 2022 after schedulable treatments applied.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	33.0%	10.3%	27.5%	0.0%	70.8%
II / III	2.2%	1.0%	25.9%	0.0%	29.1%
V	0.1%	0.0%	0.0%	0.0%	0.1%
Total	35.3%	11.3%	53.4%	0.0%	100.0%

Condition in year 2031 after schedulable treatments applied.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	35.1%	10.7%	52.9%	0.0%	98.6%
II / III	0.2%	0.6%	0.5%	0.0%	1.4%
Total	35.3%	11.3%	53.4%	0.0%	100.0%

Appendix E

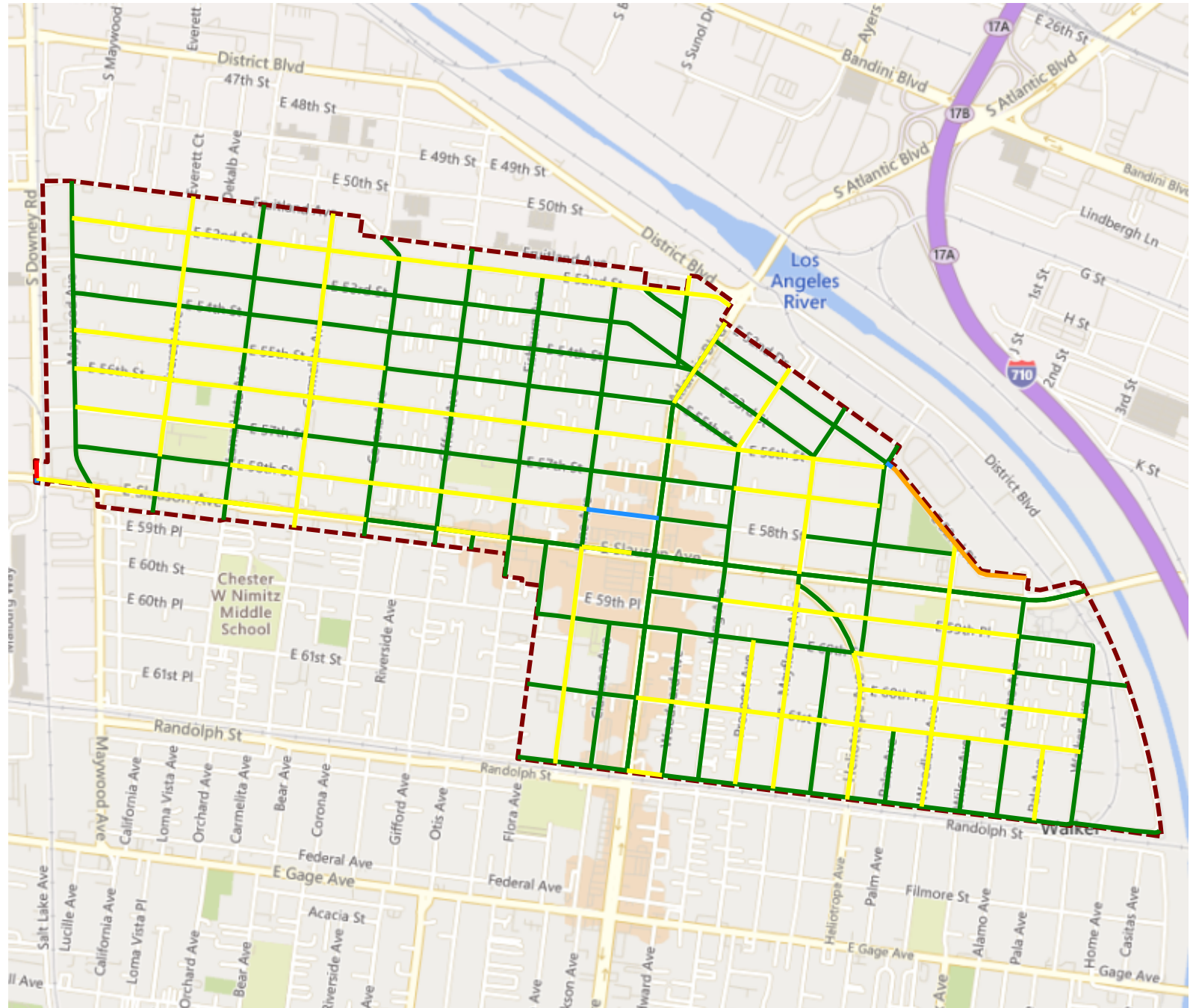
PAVEMENT CONDITION MAPS

Current Network Condition 2021



Printed: 1/10/2022

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor



Scenario 1: Available Budget \$1M/Yr
Projected Street Network Condition – 2031

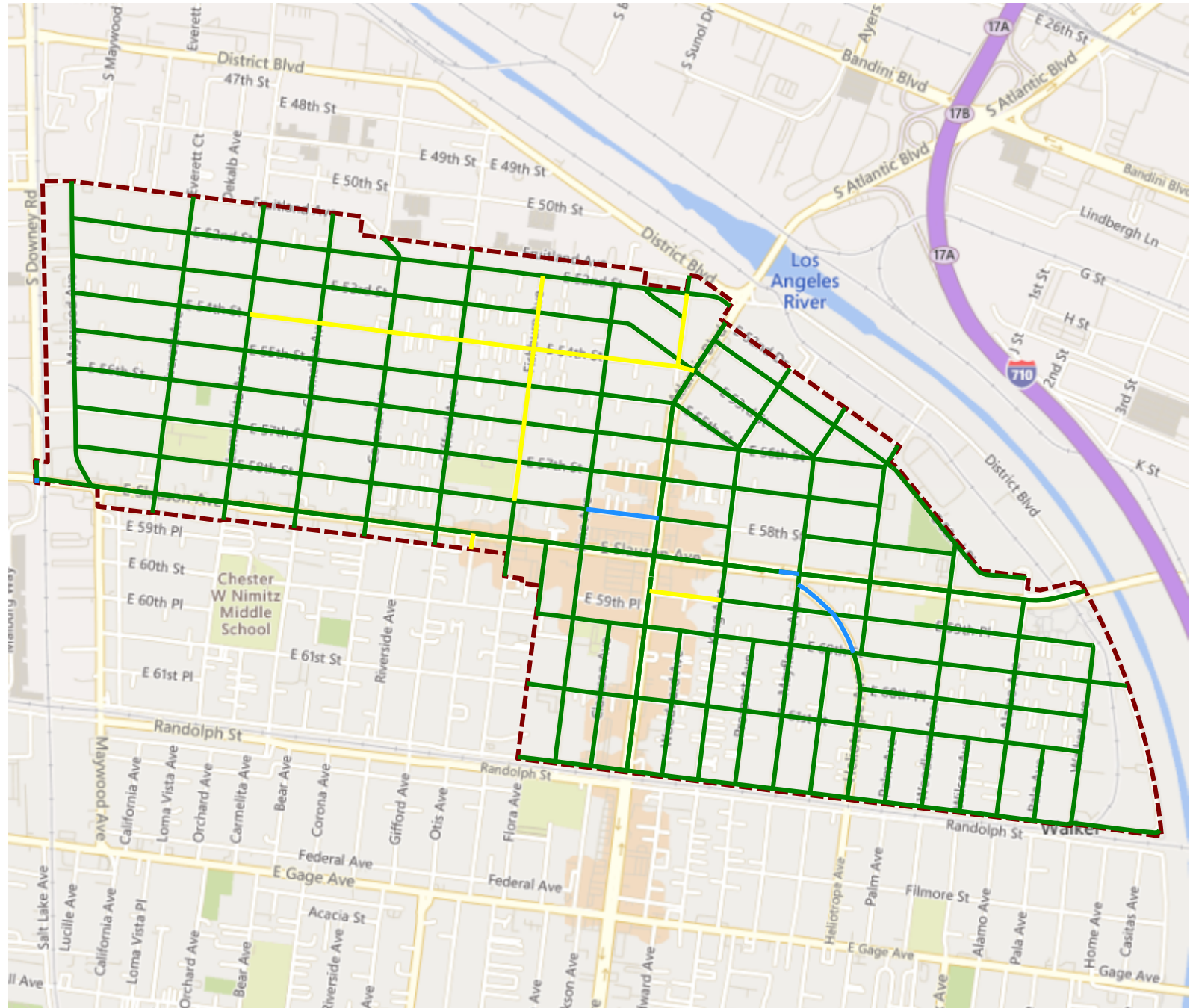


Scenario PCI Condition

2021 S1: 1M/yr - 2031 Project Period - Total Rehab for 2031: \$890,113 - Printed: 1/10/2022

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)

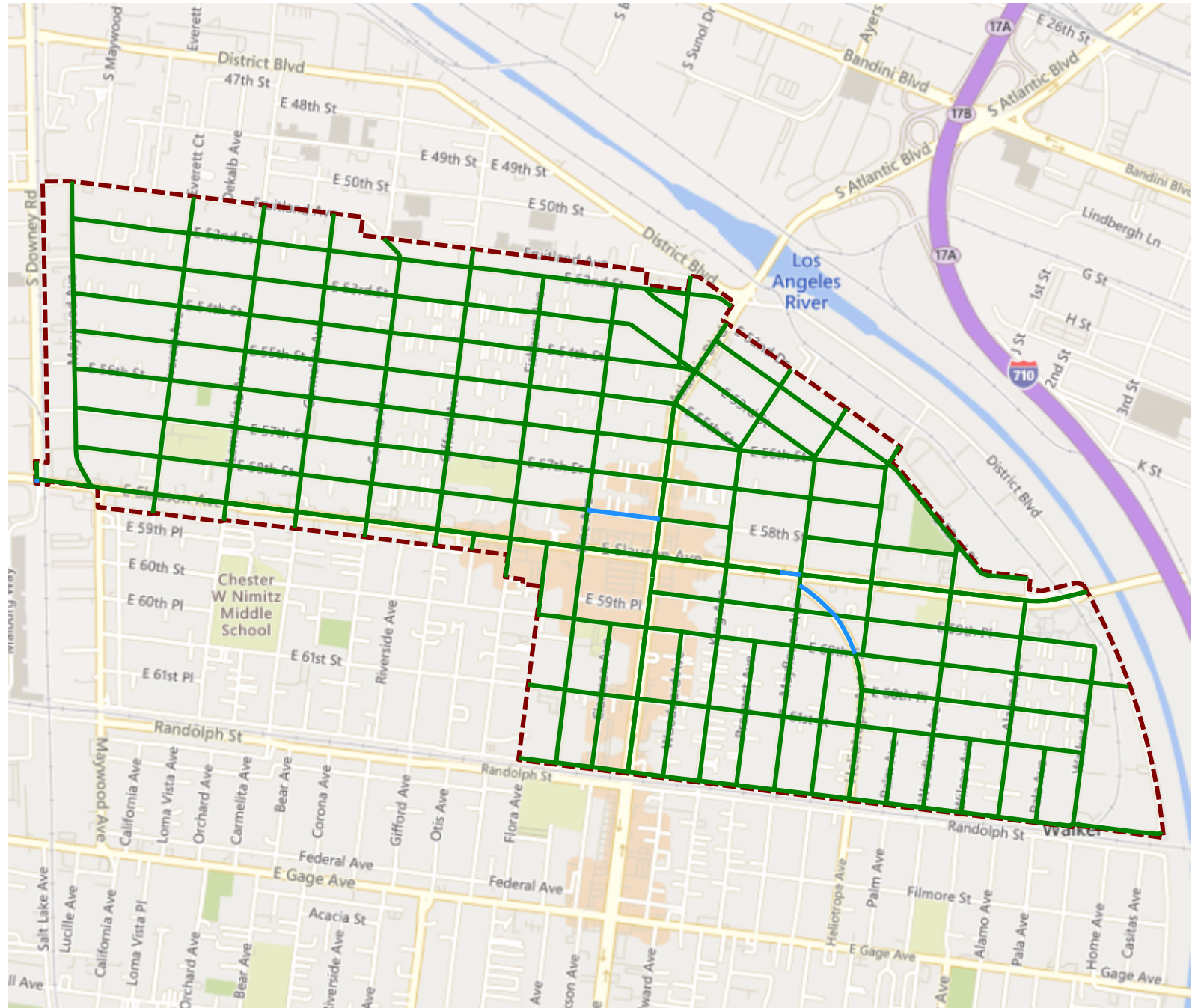


Scenario 2: Available Budget \$1.5M/Yr
Projected Street Network Condition - 2031



2021 S2: 1.5M/yr - 2031 Project Period - Total Rehab for 2031: \$74,066 - Printed: 1/10/2022

 Category I - Very Good
 Category II - Good (Non-Load)



Appendix F

SECTIONS SELECTED FOR TREATMENT – SCENARIO 2

Year	Budget	PM	Year	Budget	PM	Year	Budget	PM
2022	\$1,500,000	9.7%	2026	\$1,500,000	9.1%	2030	\$1,500,000	2.5%
2023	\$1,500,000	10%	2027	\$1,500,000	0.05%	2031	\$1,500,000	12.5%
2024	\$1,500,000	10%	2028	\$1,500,000	8%			
2025	\$1,500,000	10%	2029	\$1,500,000	0.05%			

Year: 2022

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
52ND PL (E)	ATLANTIC BLVD	MAYFLOWER AVE	52NDPL	20	1,369	27	36,963	L	AC/AC		73	73	81	\$19,509	30,185	CRACK SEAL & SLURRY SEAL
53RD ST (E)	PINE AVE	CUDAHY AVE	53RDST	30	739	36	26,604	C	AC		87	87	93	\$14,041	22,328	CRACK SEAL & SLURRY SEAL
53RD ST (E)	CUDAHY AVE	ATLANTIC BLVD	53RDST	40	178	53	9,434	C	AC		87	87	93	\$4,980	22,328	CRACK SEAL & SLURRY SEAL
59TH PL (E)	ATLANTIC BLVD	KING AVE	59TH PL	10	669	36	24,084	L	AC		74	74	82	\$12,711	22,481	CRACK SEAL & SLURRY SEAL
CUDAHY AVE	54TH ST	52ND ST	CUDAAV	10	683	34	23,222	L	AC		76	76	84	\$12,257	22,297	CRACK SEAL & SLURRY SEAL
MALBURG WAY	42' S/O SLAUSON AVE	SLAUSON AVE	MALBWY	10	42	42	1,764	L	AC		70	70	79	\$1,323	15,656	CRACK SEAL & SLURRY SEAL
OTIS AVE	SLAUSON AVE-EB	CITY LIMIT	OTISAV	10	151	32	4,832	L	AC		74	74	82	\$2,551	22,479	CRACK SEAL & SLURRY SEAL
RANDOLPH ST	353' W/O PINE	CLARKSON AVE	RANDST	10	685	33	22,605	C	AC		76	76	85	\$11,931	24,328	CRACK SEAL & SLURRY SEAL
RANDOLPH ST	WOODWARD AVE	WALKER AVE	RANDST	40	3,839	33	126,687	C	AC		77	77	85	\$66,863	24,611	CRACK SEAL & SLURRY SEAL
											Treatment Total			\$146,166		
52ND PL (E)	70' E/O HELIOTROPE AVE	ALAMO	52NDPL	50	1,701	28	47,628	L	PCC		46	46	100	\$211,680	17,745	PANEL REPLACE 10%
											Treatment Total			\$211,680		
61ST ST (E)	ATLANTIC BLVD	HELIOTROPE CIR	61STST	30	2,067	27	55,809	L	AC		62	61	100	\$136,422	17,100	MILL AND THIN OVERLAY
ATLANTIC BLVD-SB	55TH ST	52ND DR	ATSBBL	60	885	27	23,895	A	AC		63	63	100	\$79,650	19,901	MILL AND THIN OVERLAY
CUDAHY AVE	52ND ST	CL	CUDAAV	20	167	17	2,839	L	AC		64	63	100	\$6,940	16,498	MILL AND THIN OVERLAY
MAYFLOWER AVE	RANDOLPH ST	HELIOTROPE CIR	MAYFAV	10	1,903	27	51,381	A	AC		67	67	100	\$171,270	18,421	MILL AND THIN OVERLAY
MAYFLOWER AVE	SLAUSON AVE	56TH ST	MAYFAV	30	1,074	26	27,924	A	AC		68	68	100	\$93,080	18,028	MILL AND THIN OVERLAY
SLAUSON AVE-EB	MAYWOOD AVE	EVERETT AVE	SLEBAV	20	598	30	17,940	A	AC		64	64	100	\$59,800	19,554	MILL AND THIN OVERLAY
SLAUSON AVE-EB	EVERETT AVE	213' W/O LOMA VISTA AVE	SLEBAV	30	446	30	13,380	A	AC		64	64	100	\$44,600	19,554	MILL AND THIN OVERLAY

Year: 2022

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
SLAUSON AVE-EB	LOMA VISTA AVE	CARMELITA AVE	SLEBAV	40	661	30	19,830	A	AC		65	65	100	\$66,100	19,198	MILL AND THIN OVERLAY
SLAUSON AVE-EB	CARMELITA AVE	CORONA AVE	SLEBAV	50	657	30	19,710	A	AC		64	64	100	\$65,700	19,554	MILL AND THIN OVERLAY
SLAUSON AVE-EB	GIFFORD AVE	FISHBURN AVE	SLEBAV	70	686	30	20,580	A	AC		66	66	100	\$68,600	18,826	MILL AND THIN OVERLAY
SLAUSON AVE-WB	S DOWNEY RD	MAYWOOD AVE	SLWBAV	10	513	30	15,390	A	AC		69	69	100	\$51,300	17,620	MILL AND THIN OVERLAY
SLAUSON AVE-WB	MAYWOOD AVE	EVERETT AVE	SLWBAV	20	598	30	17,940	A	AC		63	63	100	\$59,800	19,908	MILL AND THIN OVERLAY
SLAUSON AVE-WB	EVERETT AVE	LOMA VISTA AVE	SLWBAV	30	659	30	19,770	A	AC		68	68	100	\$65,900	18,044	MILL AND THIN OVERLAY
SLAUSON AVE-WB	234' E/O LOMA VISTA AVE	CARMELITA AVE	SLWBAV	40	427	30	12,810	A	AC		62	62	100	\$42,700	20,229	MILL AND THIN OVERLAY
SLAUSON AVE-WB	CARMELITA AVE	CORONA AVE	SLWBAV	50	657	30	19,710	A	AC		65	65	100	\$65,700	19,198	MILL AND THIN OVERLAY
SLAUSON AVE-WB	PINE AVE	210' W/O ATLANTIC BLVD	SLWBAV	90	467	36	16,812	A	AC		66	66	100	\$56,040	18,826	MILL AND THIN OVERLAY
											Treatment Total		\$1,133,602			
Year 2022 Area Total									679,543		Year 2022 Total		\$1,491,448			

Year: 2023

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
57TH ST (E)	GIFFORD AVE	ATLANTIC BLVD	57THST	30	2,038	27	55,026	L	AC		80	78	86	\$29,913	21,097	CRACK SEAL & SLURRY SEAL
58TH ST (E)	EVERETT AVE	LOMA VISTA AVE	58THST	20	662	36	23,832	L	AC		77	75	83	\$12,956	21,733	CRACK SEAL & SLURRY SEAL
59TH PL (E)	ALAMO AVE	WALKER AVE	59THPL	30	688	32	22,016	L	AC		82	80	88	\$11,969	20,260	CRACK SEAL & SLURRY SEAL
60TH ST (E)	PINE AVE	CL	60THST	50	344	27	9,288	L	AC		92	90	95	\$5,050	8,626	CRACK SEAL & SLURRY SEAL
FLORA AVE	SLAUSON AVE	E 60TH ST	FLORAV	10	684	32	21,888	L	AC		81	79	87	\$11,899	20,718	CRACK SEAL & SLURRY SEAL
PINE AVE	SLAUSON AVE	58TH ST	PINEAV	20	350	34	11,900	L	AC		90	88	94	\$6,469	11,116	CRACK SEAL & SLURRY SEAL
PINE AVE	58TH ST	52ND ST	PINEAV	30	2,094	27	56,538	L	AC		81	79	87	\$30,735	20,720	CRACK SEAL & SLURRY SEAL
WALKER AVE	RANDOLPH ST	END OF CDS	WALKAV	10	1,657	36	59,652	L	AC		77	75	83	\$32,428	21,733	CRACK SEAL & SLURRY SEAL
WILCOX AVE	RANDOLPH ST	61ST ST	WILCAV	10	683	27	18,441	L	AC		79	77	85	\$10,025	21,385	CRACK SEAL & SLURRY SEAL
											Treatment Total		\$151,444			

Year: 2023

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
57TH ST (E)	KING AVE	HELIOTROPE AVE	57THST	50	1,366	29	39,614	L	AC		51	49	100	\$108,807	17,598	MILL AND THIN OVERLAY
59TH PL (E)	KING AVE	ALAMO AVE	59THPL	20	2,796	27	75,492	L	AC		63	61	100	\$190,073	16,840	MILL AND THIN OVERLAY
61ST ST (E)	HELIOTROPE CIR	WALKER AVE	61STST	40	2,100	27	56,700	L	AC		50	48	100	\$155,736	17,738	MILL AND THIN OVERLAY
ATLANTIC BLVD-SB	200' N/O SLAUSON AVE	55TH ST	ATSBBL	50	1,227	27	33,129	A	AC		70	68	100	\$113,743	17,631	MILL AND THIN OVERLAY
CARMELITA AVE	FRUITLAND AVE	CL (S)	CARMAV	10	2,930	26	76,180	L	AC		50	48	100	\$209,242	17,735	MILL AND THIN OVERLAY
KING AVE	CL(S)	SLAUSON AVE	KINGAV	10	2,019	27	54,513	A	AC		70	68	100	\$187,162	17,624	MILL AND THIN OVERLAY
PALA AVE	RANDOLPH ST	61ST ST	PALAAV	10	685	27	18,495	L	AC		66	64	100	\$46,567	15,957	MILL AND THIN OVERLAY
RANDOLPH ST	ATLANTIC BLVD	WOODWARD AVE	RANDST	30	329	33	10,857	C	AC		69	66	100	\$31,064	16,845	MILL AND THIN OVERLAY
SLAUSON AVE-EB	CORONA AVE	GIFFORD AVE	SLEBAV	60	661	30	19,830	A	AC		71	69	100	\$68,083	17,221	MILL AND THIN OVERLAY
SLAUSON AVE-EB	FISHBURN AVE	PINE AVE	SLEBAV	80	675	36	24,300	A	AC		70	68	100	\$83,430	17,638	MILL AND THIN OVERLAY
SLAUSON AVE-WB	GIFFORD AVE	FISHBURN AVE	SLWBAV	70	686	30	20,580	A	AC		70	68	100	\$70,658	17,638	MILL AND THIN OVERLAY
SLAUSON AVE-WB	FISHBURN AVE	PINE AVE	SLWBAV	80	675	36	24,300	A	AC		71	69	100	\$83,430	17,221	MILL AND THIN OVERLAY
											Treatment Total		\$1,347,995			
Year 2023 Area Total									732,571		Year 2023 Total		\$1,499,439			

Year: 2024

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
53RD ST (E)	LOMA VISTA AVE	PINE AVE	53RDST	20	3,341	26	86,866	C	AC/AC		94	88	94	\$48,638	13,661	CRACK SEAL & SLURRY SEAL
53RD ST (E)	ATLANTIC BLVD	MAYFLOWER AVE	53RDST	50	1,364	36	49,104	C	AC/AC		93	88	94	\$27,495	13,013	CRACK SEAL & SLURRY SEAL
57TH ST (E)	ATLANTIC BLVD	KING AVE	57THST	40	658	36	23,688	L	AC/AC		82	79	87	\$13,264	22,870	CRACK SEAL & SLURRY SEAL
60TH ST (E)	ATLANTIC BLVD	PINE AVE	60THST	40	674	36	24,264	L	AC		85	81	89	\$13,586	18,880	CRACK SEAL & SLURRY SEAL
CLARKSON AVE	RANDOLPH ST	60TH ST	CLARAV	10	1,336	26	34,736	L	AC		89	86	92	\$19,450	14,455	CRACK SEAL & SLURRY SEAL
FISHBURN AVE	CL (S)	58TH ST	FISHAV	10	705	36	25,380	L	AC		88	84	91	\$14,211	16,464	CRACK SEAL & SLURRY SEAL
WOODWARD AVE	RANDOLPH ST	60TH ST	WDWAAV	10	1,349	27	36,423	L	AC		82	78	86	\$20,394	20,332	CRACK SEAL & SLURRY SEAL

										Treatment Total			\$157,038			
52ND ST (E)	MAYWOOD AVE	LOMA VISTA AVE 52NDST	10		1,754	36	63,144	L	AC		66	62	100	\$163,753	16,024	MILL AND THIN OVERLAY
58TH ST (E)	LOMA VISTA AVE	PINE AVE	58THST	30	3,339	27	90,153	L	AC		66	62	100	\$233,795	16,023	MILL AND THIN OVERLAY
ATLANTIC BLVD-NB	200' W/O SLAUSON AVE	55TH ST	ATNBBL	50	1,228	27	33,156	A	AC		73	69	100	\$117,251	16,806	MILL AND THIN OVERLAY
EVERETT AVE	CL (S)	58TH ST	EVERAV	10	524	29	15,196	L	AC/PCC		72	69	100	\$35,826	14,421	MILL AND THIN OVERLAY
HELIOTROPE AVE	CL (S)	60TH ST	HELIAV	10	1,353	27	36,531	C	AC		69	63	100	\$107,655	17,056	MILL AND THIN OVERLAY
HELIOTROPE AVE	60TH ST	SLAUSON AVE	HELIAV	20	671	27	18,117	C	AC		72	67	100	\$53,390	16,239	MILL AND THIN OVERLAY
SLAUSON AVE-EB	PINE AVE	210' W/O ATLANTIC BLVD	SLEBAV	90	467	36	16,812	A	AC		72	68	100	\$59,453	17,219	MILL AND THIN OVERLAY
SLAUSON AVE-WB	CORONA AVE	GIFFORD AVE	SLWBAV	60	661	30	19,830	A	AC		72	68	100	\$70,126	17,219	MILL AND THIN OVERLAY
										Treatment Total			\$841,249			
55TH ST (E)	MAYWOOD AVE	CORONA AVE	55THST	10	2,919	27	78,813	A	AC		55	49	100	\$380,903	16,138	MILL AND THICK OVERLAY
KING AVE	56TH ST	CL	KINGAV	30	892	26	23,192	A	AC		53	47	100	\$112,087	16,382	MILL AND THICK OVERLAY
										Treatment Total			\$492,990			
Year 2024 Area Total										675,405		Year 2024 Total		\$1,491,277		

Year: 2025

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
52ND PL (E)	52ND ST	CUDAHY AVE	52NDPL	10	800	27	21,600	L	AC/AC		95	88	94	\$12,458	12,086	CRACK SEAL & SLURRY SEAL
52ND PL (E)	MAYFLOWER AVE	HELIOTROPE AVE	52NDPL	30	596	27	16,092	L	AC		95	88	94	\$9,281	11,806	CRACK SEAL & SLURRY SEAL
53RD ST (E)	MAYWOOD AVE	LOMA VISTA AVE 53RDST	10	1,704	26	44,304	C	AC			96	90	95	\$25,551	17,421	CRACK SEAL & SLURRY SEAL
58TH ST (E)	PINE AVE	ATLANTIC BLVD	58THST	40	678	34	23,052	L	AC		69	63	73	\$18,893	13,718	CRACK SEAL & SLURRY SEAL
58TH ST (E)	ATLANTIC BLVD	KING AVE	58THST	50	660	36	23,760	L	AC		93	87	93	\$13,703	12,859	CRACK SEAL & SLURRY SEAL
60TH ST (E)	ALAMO AVE	DISTRICT BLVD	60THST	30	1,050	33	34,650	L	AC		93	87	93	\$19,984	12,852	CRACK SEAL & SLURRY SEAL
CORONA AVE	CL (N)	CL (S)	COROAV	10	2,834	26	73,684	L	AC		95	88	94	\$42,495	11,764	CRACK SEAL & SLURRY SEAL
HELIOTROPE AVE	SLAUSON AVE	CL	HELIAV	30	1,308	26	34,008	C	AC		95	89	95	\$19,613	18,249	CRACK SEAL & SLURRY SEAL
RANDOLPH ST	ATLANTIC BLVD	WOODWARD AVE	RANDST	30	329	33	10,857	C	AC		69	89	94	\$6,262	10,988	CRACK SEAL & SLURRY SEAL

										Treatment Total			\$168,240			
54TH ST (E)	LOMA VISTA AVE	ATLANTIC BLVD	54THST	20	4,170	27	112,590	L	AC		71	65	100	\$300,741	14,571	MILL AND THIN OVERLAY
56TH ST (E)	ATLANTIC BLVD	HELIOTROPE AVE	56THST	30	2,022	27	54,594	L	AC		70	64	100	\$145,827	14,885	MILL AND THIN OVERLAY
60TH PL (E)	HELIOTROPE AVE	WALKER AVE	60THPL	10	2,109	27	56,943	L	AC		54	48	100	\$165,929	16,754	MILL AND THIN OVERLAY
60TH ST (E)	HELIOTROPE CIR	ALAMO AVE	60THST	20	1,510	33	49,830	L	AC		54	48	100	\$145,202	16,754	MILL AND THIN OVERLAY
FISHBURN AVE	58TH ST	52ND ST	FISHAV	20	2,098	26	54,548	L	AC		72	66	100	\$145,704	14,232	MILL AND THIN OVERLAY
PROSPECT AVE	RANDOLPH ST	60TH ST	PROSAV	10	1,343	36	48,348	L	AC		69	63	100	\$129,143	15,191	MILL AND THIN OVERLAY
SLAUSON AVE-EB	MAYFLOWER AVE	HELIOTROPE AVE	SLEBAV	120	663	26	17,238	A	AC		75	69	100	\$62,789	16,400	MILL AND THIN OVERLAY
VINEVALE AVE	RANDOLPH ST	60TH ST	VINEAV	10	1,339	36	48,204	L	AC		72	66	100	\$128,759	14,234	MILL AND THIN OVERLAY
WOODLAWN AVE	60TH PL	52ND PL	WDLAAV	20	1,443	27	38,961	L	AC		67	61	100	\$104,070	15,766	MILL AND THIN OVERLAY
										Treatment Total			\$1,328,164			
Year 2025 Area Total									763,263	Year 2025 Total			\$1,496,404			

Year: 2026

										Treatment						
Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	PCI Before	PCI After	Cost	Rating	Treatment
53RD ST (E)	LOMA VISTA AVE	PINE AVE	53RDST	20	3,341	26	86,866	C	AC/AC		94	88	94	\$51,601	11,935	CRACK SEAL & SLURRY SEAL
53RD ST (E)	ATLANTIC BLVD	MAYFLOWER AVE	53RDST	50	1,364	36	49,104	C	AC/AC		93	88	94	\$29,169	11,746	CRACK SEAL & SLURRY SEAL
58TH ST (E)	MAYFLOWER AVE	WOODLAWN AVE	58THST	70	1,405	27	37,935	L	AC		95	86	92	\$22,535	13,623	CRACK SEAL & SLURRY SEAL
HELIOTROPE AVE	CL (S)	60TH ST	HELIAV	10	1,353	27	36,531	C	AC		69	89	94	\$21,701	10,668	CRACK SEAL & SLURRY SEAL
HELIOTROPE AVE	60TH ST	SLAUSON AVE	HELIAV	20	671	27	18,117	C	AC		72	89	94	\$10,762	10,668	CRACK SEAL & SLURRY SEAL
										Treatment Total			\$135,768			
54TH ST (E)	MAYWOOD AVE	LOMA VISTA AVE	54THST	10	1,654	27	44,658	L	AC		73	66	100	\$122,866	14,034	MILL AND THIN OVERLAY
57TH ST (E)	LOMA VISTA AVE	GIFFORD AVE	57THST	20	1,980	27	53,460	L	AC		75	68	100	\$147,082	13,358	MILL AND THIN OVERLAY
KING AVE	SLAUSON AVE	56TH ST	KINGAV	20	1,072	35	37,520	A	AC		77	68	100	\$140,764	15,970	MILL AND THIN OVERLAY
PINE AVE	CL(S)	SLAUSON AVE	PINEAV	10	2,021	34	68,714	L	AC		57	49	100	\$206,236	16,134	MILL AND THIN OVERLAY
SLAUSON AVE-WB	KING AVE	130' W/O MAYFLOWER AVE	SLWBAV	110	563	30	16,890	A	AC		78	70	100	\$63,367	15,576	MILL AND THIN OVERLAY

											Treatment Total		\$680,315			
S DOWNEY RD	SLAUSON AVE	163' N/O SLAUSON AVE	SDWNRD	10	163	42	6,846	A	AC		8	0	100	\$112,154	4,566	RECONSTRUCT STRUCTURE (AC)
											Treatment Total		\$112,154			
Year 2026 Area Total											Year 2026 Total		\$928,237			

Year: 2027

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
RANDOLPH ST	ATLANTIC BLVD	WOODWARD AVE	RANDST	30	329	33	10,857	C	AC		69	88	94	\$6,643	11,069	CRACK SEAL & SLURRY SEAL
											Treatment Total		\$6,643			
52ND PL (E)	HELIOTROPE AVE	70' E/O HELIOTROPE AVE	52NDPL	40	70	52	3,640	L	AC/PCC		59	49	100	\$10,315	16,840	MILL AND THIN OVERLAY
52ND ST (E)	LOMA VISTA AVE	ATLANTIC BLVD	52NDST	20	4,439	36	159,804	L	AC		58	48	100	\$494,018	15,798	MILL AND THIN OVERLAY
EVERETT AVE	58TH ST	FRUITLAND AVE	EVERAV	20	2,427	26	63,102	L	AC		60	49	100	\$195,074	15,657	MILL AND THIN OVERLAY
											Treatment Total		\$699,407			
Year 2027 Area Total											Year 2027 Total		\$706,050			

Year: 2028

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
53RD ST (E)	LOMA VISTA AVE	PINE AVE	53RDST	20	3,341	26	86,866	C	AC/AC		94	89	94	\$54,743	11,045	CRACK SEAL & SLURRY SEAL
53RD ST (E)	ATLANTIC BLVD	MAYFLOWER AVE	53RDST	50	1,364	36	49,104	C	AC/AC		93	88	94	\$30,946	10,956	CRACK SEAL & SLURRY SEAL
HELIOTROPE AVE	CL (S)	60TH ST	HELIAV	10	1,353	27	36,531	C	AC		69	88	94	\$23,022	10,747	CRACK SEAL & SLURRY SEAL
HELIOTROPE AVE	60TH ST	SLAUSON AVE	HELIAV	20	671	27	18,117	C	AC		72	88	94	\$11,418	10,747	CRACK SEAL & SLURRY SEAL
											Treatment Total		\$120,129			
56TH ST (E)	LOMA VISTA AVE	ATLANTIC BLVD	56THST	20	4,017	27	108,459	L	AC		62	49	100	\$345,349	15,190	MILL AND THIN OVERLAY
ATLANTIC BLVD-NB	55TH ST	52ND DR	ATNBBL	60	888	27	23,976	A	AC		82	69	100	\$89,067	15,829	MILL AND THIN OVERLAY
WOODLAWN AVE	RANDOLPH ST	60TH PL	WDLAAV	10	1,012	27	27,324	L	AC		62	49	100	\$87,004	15,188	MILL AND THIN OVERLAY
											Treatment Total		\$521,420			

Year 2028 Area Total				350,377	Year 2028 Total				\$641,549
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Year: 2029

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
RANDOLPH ST	ATLANTIC BLVD	WOODWARD AVE	RANDST	30	329	33	10,857	C	AC		69	88	94	\$7,048	10,567	CRACK SEAL & SLURRY SEAL
											Treatment Total			\$7,048		
56TH ST (E)	MAYWOOD AVE	LOMA VISTA AVE	56THST	10	1,553	27	41,931	L	AC		64	49	100	\$137,520	14,726	MILL AND THIN OVERLAY
57TH ST (E)	MAYWOOD AVE	LOMA VISTA AVE	57THST	10	1,499	24	35,976	L	AC		64	49	100	\$117,990	14,726	MILL AND THIN OVERLAY
RANDOLPH ST	353' W/O PINE	CLARKSON AVE	RANDST	10	685	33	22,605	C	AC		76	68	100	\$77,226	13,747	MILL AND THIN OVERLAY
RANDOLPH ST	WOODWARD AVE	WALKER AVE	RANDST	40	3,839	33	126,687	C	AC		77	69	100	\$432,803	13,451	MILL AND THIN OVERLAY
											Treatment Total			\$765,539		

Year 2029 Area Total				238,056	Year 2029 Total				\$772,587
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Year: 2030

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
HELIOTROPE AVE	CL (S)	60TH ST	HELIAV	10	1,353	27	36,531	C	AC		69	88	94	\$24,424	10,259	CRACK SEAL & SLURRY SEAL
HELIOTROPE AVE	60TH ST	SLAUSON AVE	HELIAV	20	671	27	18,117	C	AC		72	88	94	\$12,113	10,259	CRACK SEAL & SLURRY SEAL
											Treatment Total			\$36,537		
59TH PL (E)	ATLANTIC BLVD	KING AVE	59TH PL	10	669	36	24,084	L	AC		74	69	100	\$74,578	11,453	MILL AND THIN OVERLAY
GIFFORD AVE	CL (S)	FRUITLAND AVE	GIFFAV	10	2,763	26	71,838	A	AC		86	69	100	\$283,119	15,062	MILL AND THIN OVERLAY
LOMA VISTA AVE	CL (S)	FRUITLAND AVE	LOVIAV	10	2,942	32	94,144	A	AC		85	68	100	\$397,530	14,391	MILL AND THIN OVERLAY
MAYFLOWER AVE	56TH ST	CL	MAYFAV	40	561	26	14,586	A	AC		85	68	100	\$57,485	15,421	MILL AND THIN OVERLAY
OTIS AVE	SLAUSON AVE-EB	CITY LIMIT	OTISAV	10	151	32	4,832	L	AC		74	69	100	\$14,963	11,447	MILL AND THIN OVERLAY
RANDOLPH ST	CLARKSON AVE	ATLANTIC BLVD	RANDST	20	338	36	12,168	A	AC		87	70	100	\$51,381	13,736	MILL AND THIN OVERLAY
											Treatment Total			\$879,056		

Year 2030 Area Total				276,300	Year 2030 Total				\$915,593
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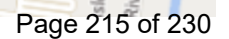
Year: 2031

Street Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Treatment			Cost	Rating	Treatment
											Current PCI	PCI Before	PCI After			
58TH ST (E)	MAYWOOD AVE	EVERETT AVE	58THST	10	787	26	20,462	L	AC		95	78	86	\$14,091	16,652	CRACK SEAL & SLURRY SEAL
60TH ST (E)	ATLANTIC BLVD	HELIOTROPE CIR	60THST	10	1,957	27	52,839	L	AC		95	78	86	\$36,387	16,660	CRACK SEAL & SLURRY SEAL
61ST ST (E)	CL	PINE AVE	61STST	10	346	32	11,072	L	AC		95	78	86	\$7,625	16,651	CRACK SEAL & SLURRY SEAL
61ST ST (E)	PINE AVE	ATLANTIC BLVD	61STST	20	674	27	18,198	L	AC		95	78	86	\$12,532	16,651	CRACK SEAL & SLURRY SEAL
PALM AVE	RANDOLPH ST	61ST ST	PALMAV	10	680	27	18,360	L	AC		89	74	83	\$12,644	17,196	CRACK SEAL & SLURRY SEAL
RANDOLPH ST	353' W/O PINE	CLARKSON AVE	RANDST	10	685	33	22,605	C	AC		76	89	94	\$15,567	9,202	CRACK SEAL & SLURRY SEAL
RANDOLPH ST	WOODWARD AVE	WALKER AVE	RANDST	40	3,839	33	126,687	C	AC		77	89	94	\$87,241	9,202	CRACK SEAL & SLURRY SEAL
											Treatment Total			\$186,087		
CUDAHY AVE	54TH ST	52ND ST	CUDAAV	10	683	34	23,222	L	AC		76	69	100	\$74,066	11,064	MILL AND THIN OVERLAY
											Treatment Total			\$74,066		
Year 2031 Area Total									293,445		Year 2031 Total			\$260,153		
Grand Total Section Area:									4,703,004		Grand Total			\$10,202,737		



2021 S2: 1.5M/yr - 2022 Project Period - Printed: 1/10/2022

- CRACK SEAL & SLURRY SEAL
- MILL AND THIN OVERLAY
- PANEL REPLACE 10%



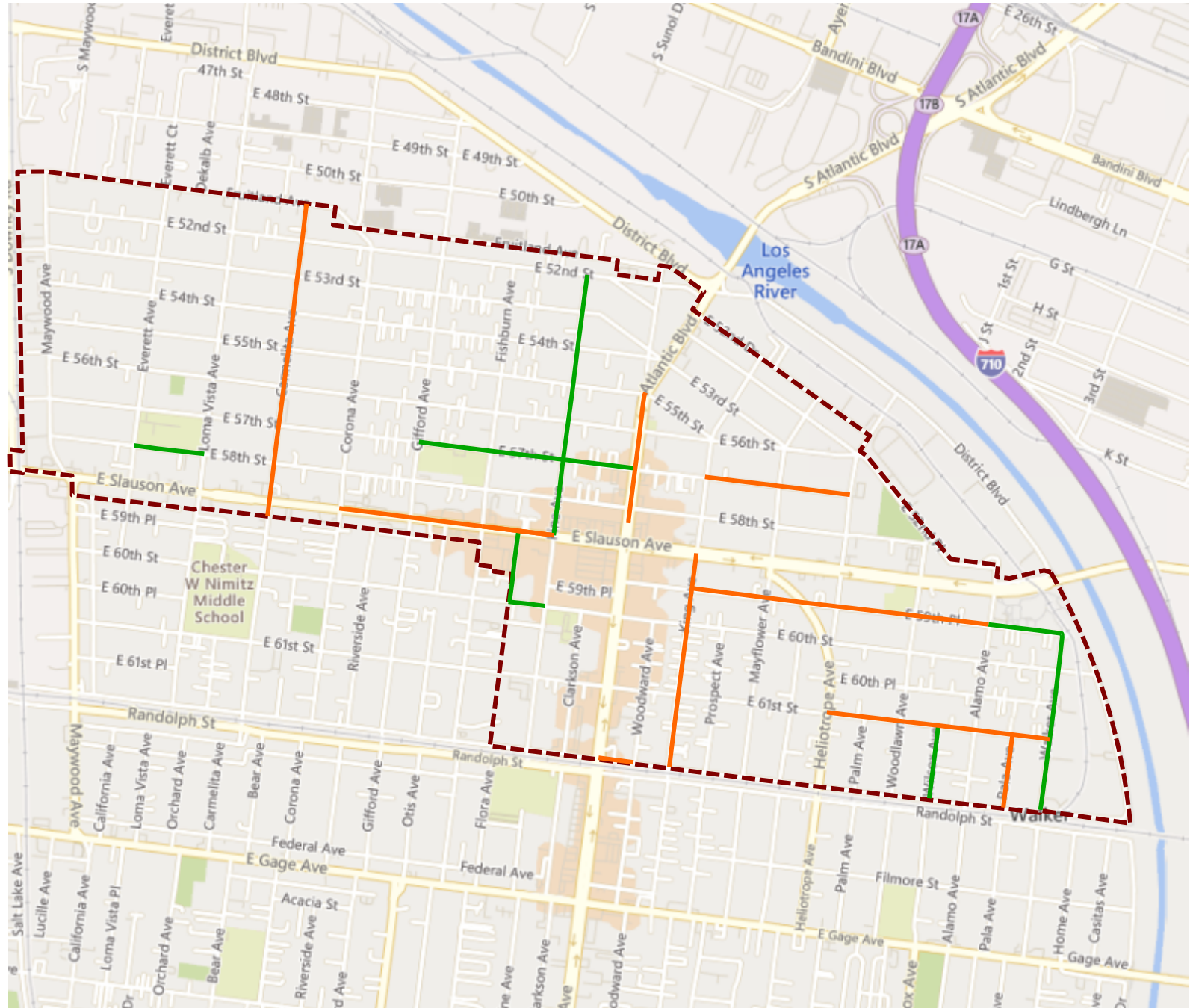


Scenario Treatments

2021 S2: 1.5M/yr - 2023 Project Period - Printed: 1/10/2022

Feature Legend

- CRACK SEAL & SLURRY SEAL
- MILL AND THIN OVERLAY

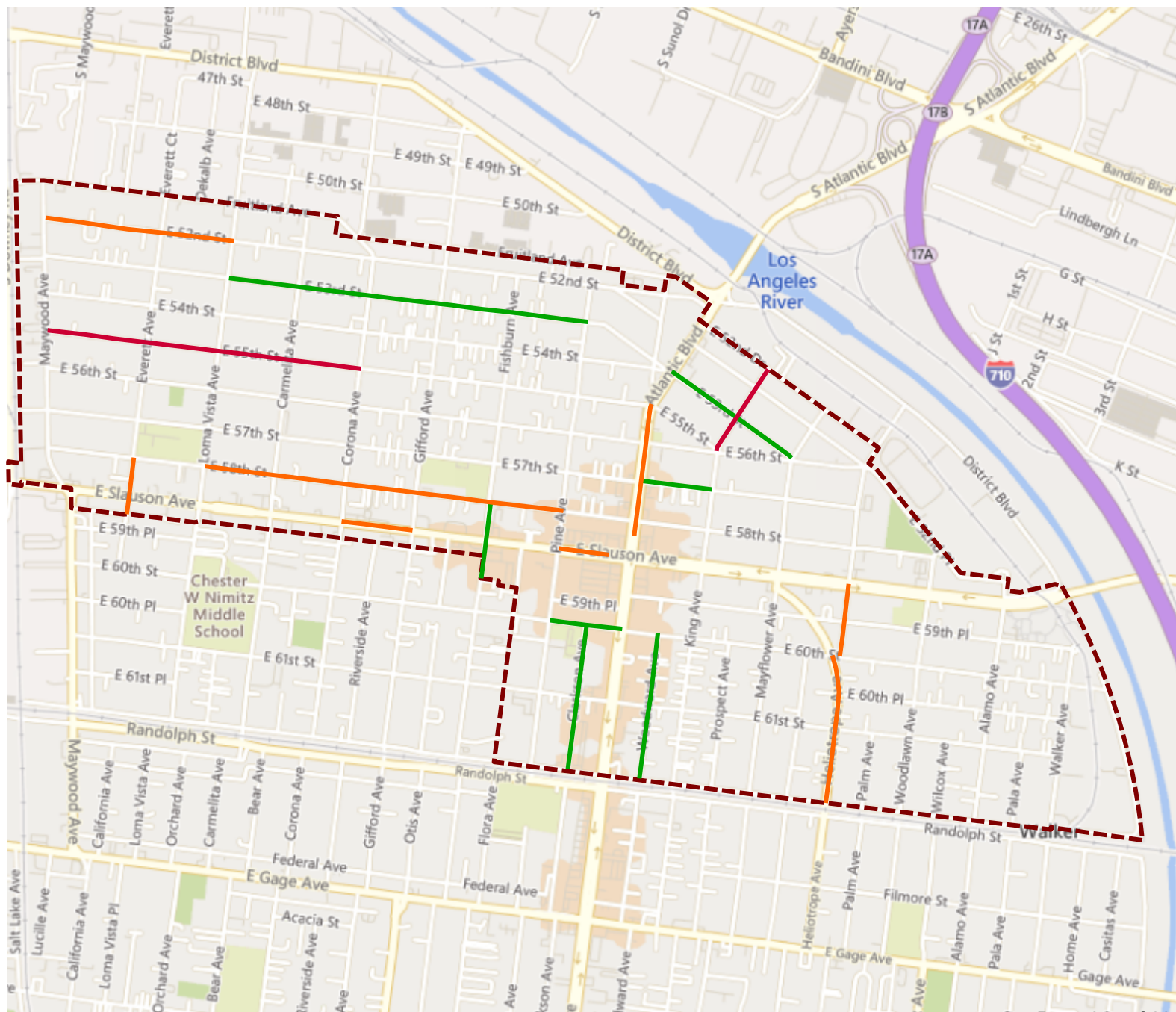




2021 S2: 1.5M/yr - 2024 Project Period - Printed: 1/10/2022

Feature Legend

- CRACK SEAL & SLURRY SEAL
- MILL AND THICK OVERLAY
- MILL AND THIN OVERLAY



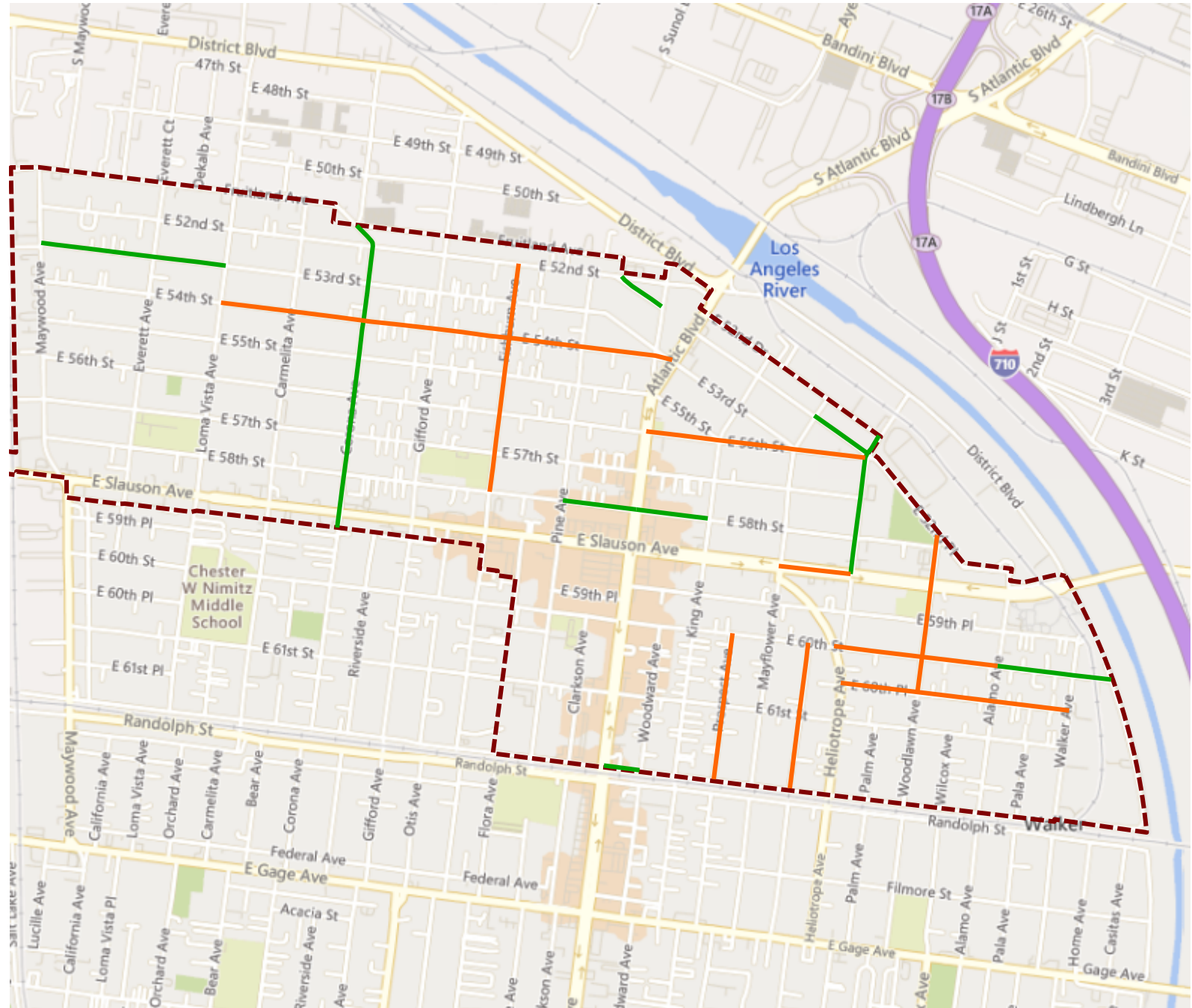


Scenario Treatments

2021 S2: 1.5M/yr - 2025 Project Period - Printed: 1/10/2022

Feature Legend

- CRACK SEAL & SLURRY SEAL
- MILL AND THIN OVERLAY



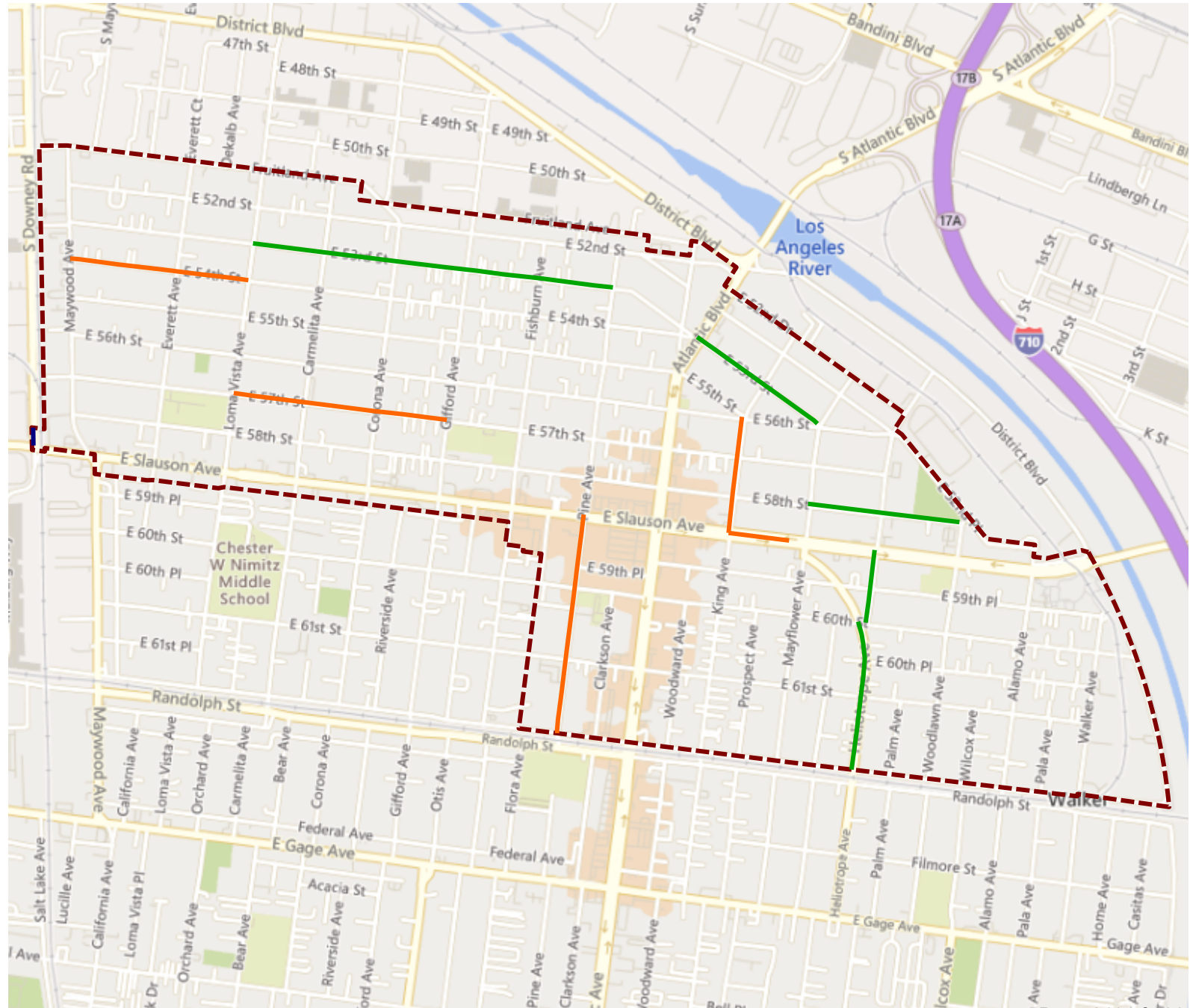


Scenario Treatments

2021 S2: 1.5M/yr - 2026 Project Period - Printed: 1/10/2022

Feature Legend

- CRACK SEAL & SLURRY SEAL
- MILL AND THIN OVERLAY
- RECONSTRUCT STRUCTURE (AC)



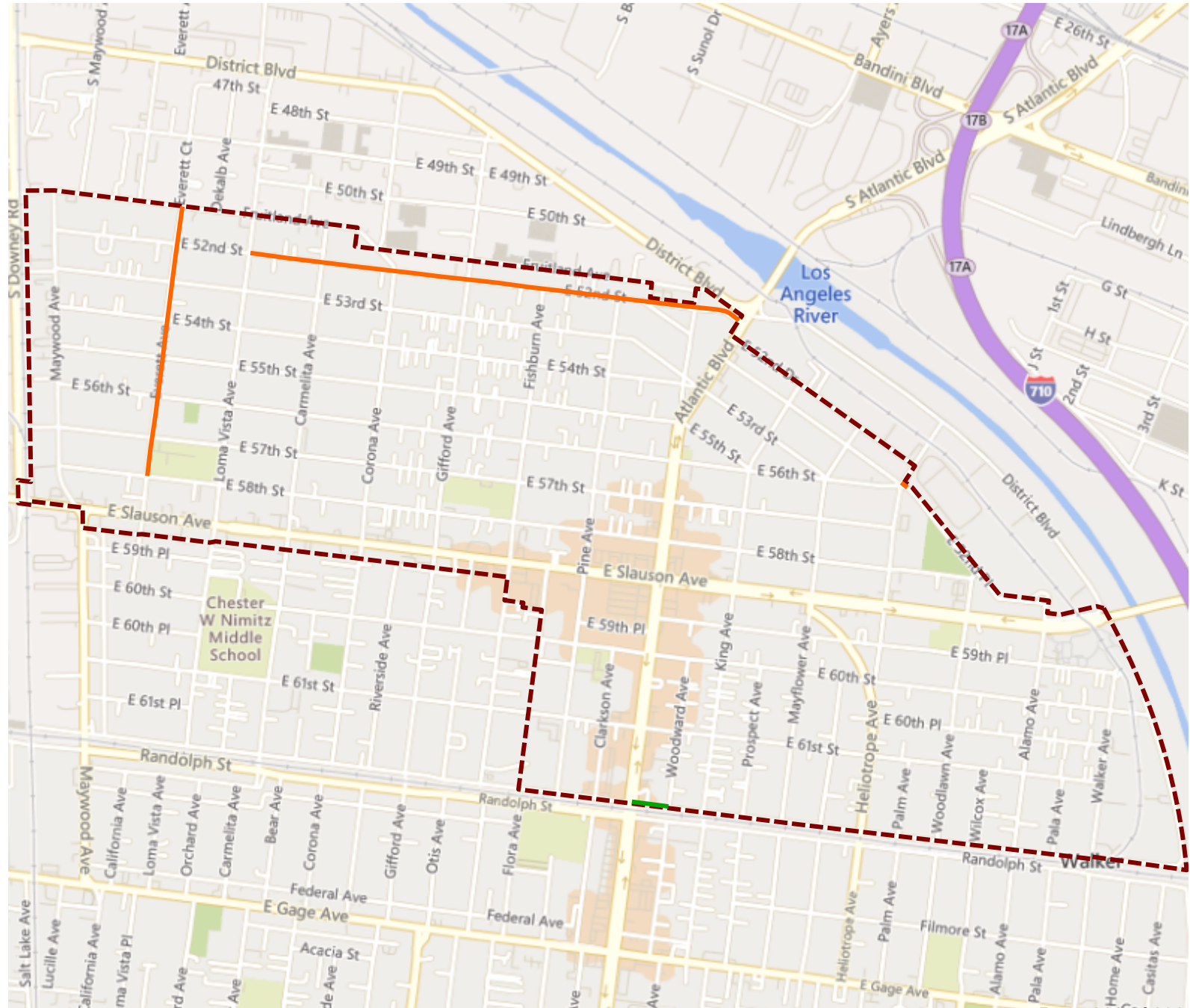


Scenario Treatments

2021 S2: 1.5M/yr - 2027 Project Period - Printed: 1/10/2022

Feature Legend

-  CRACK SEAL & SLURRY SEAL
-  MILL AND THIN OVERLAY



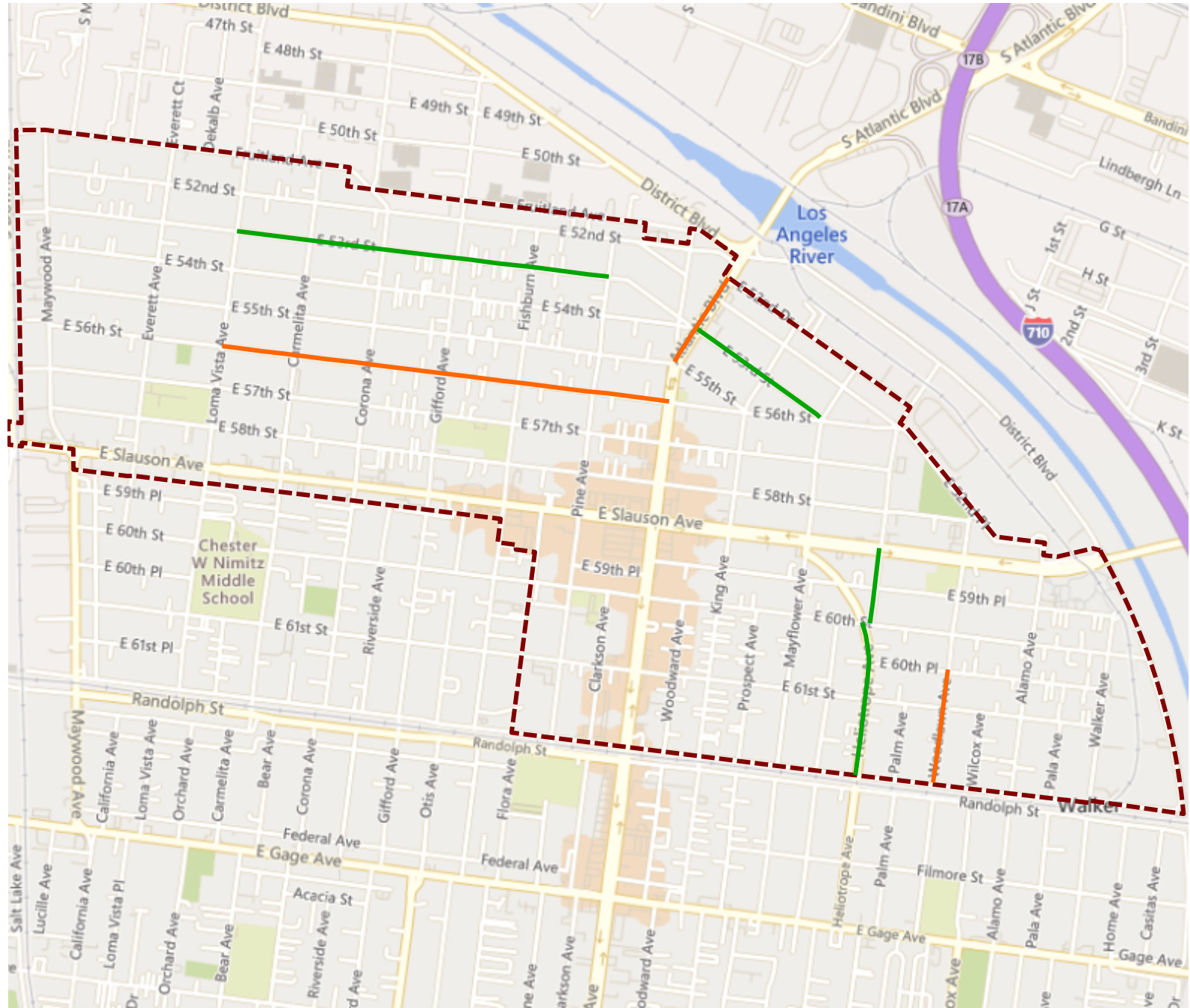


Scenario Treatments

2021 S2: 1.5M/yr - 2028 Project Period - Printed: 1/10/2022

Feature Legend

- CRACK SEAL & SLURRY SEAL
- MILL AND THIN OVERLAY



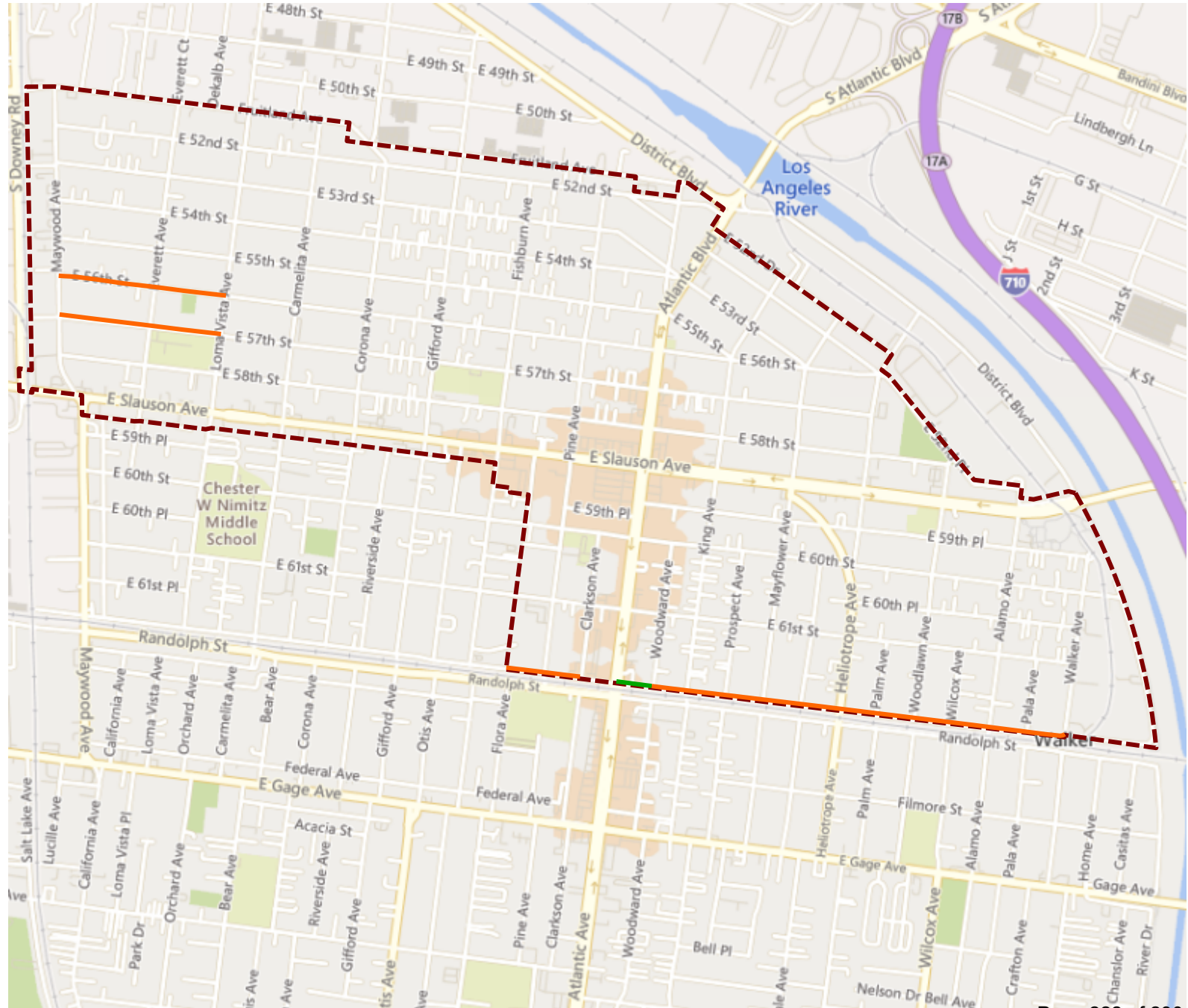


Scenario Treatments

2021 S2: 1.5M/yr - 2029 Project Period - Printed: 1/10/2022

Feature Legend

- CRACK SEAL & SLURRY SEAL
- MILL AND THIN OVERLAY

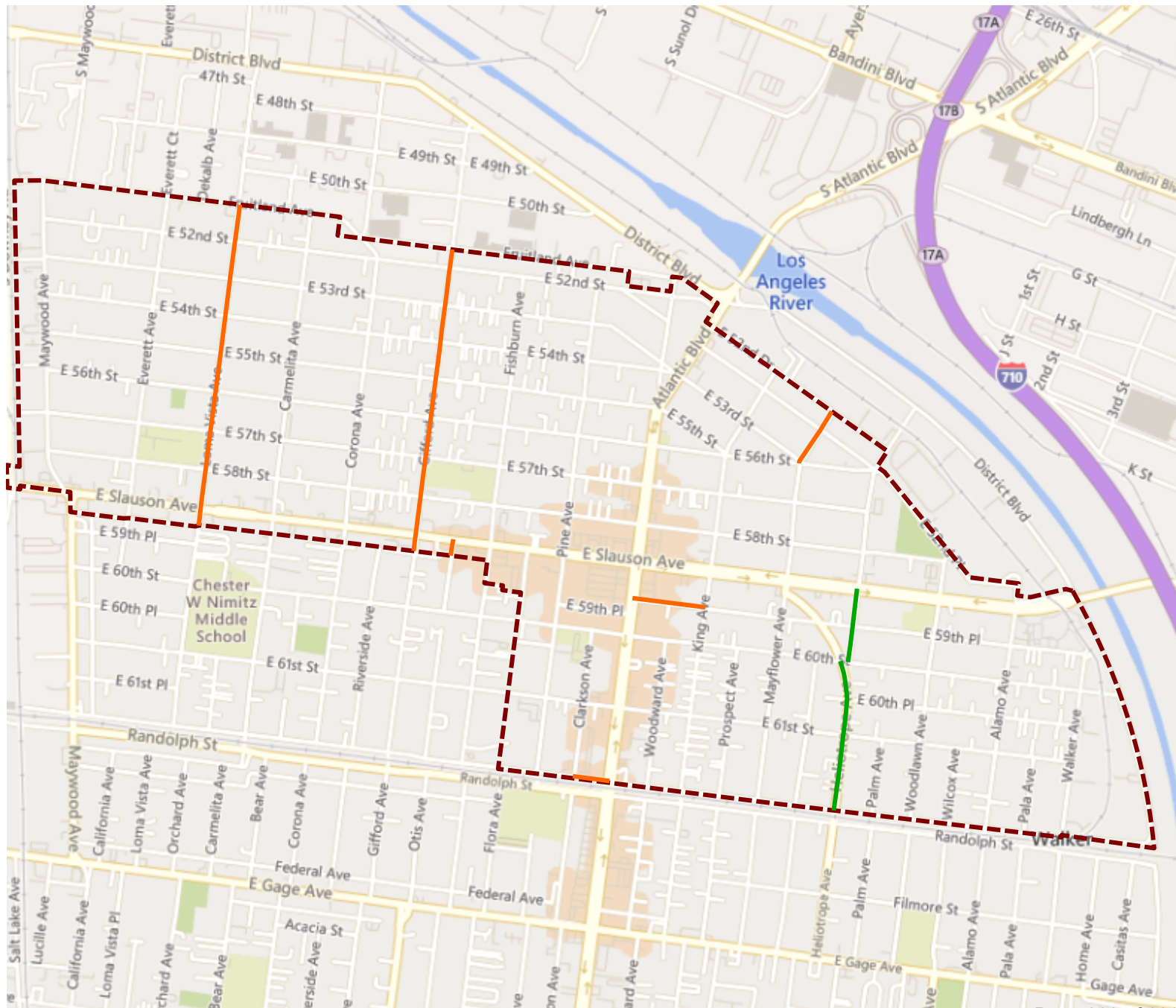




2021 S2: 1.5M/yr - 2030 Project Period - Printed: 1/10/2022

Feature Legend

- CRACK SEAL & SLURRY SEAL
- MILL AND THIN OVERLAY



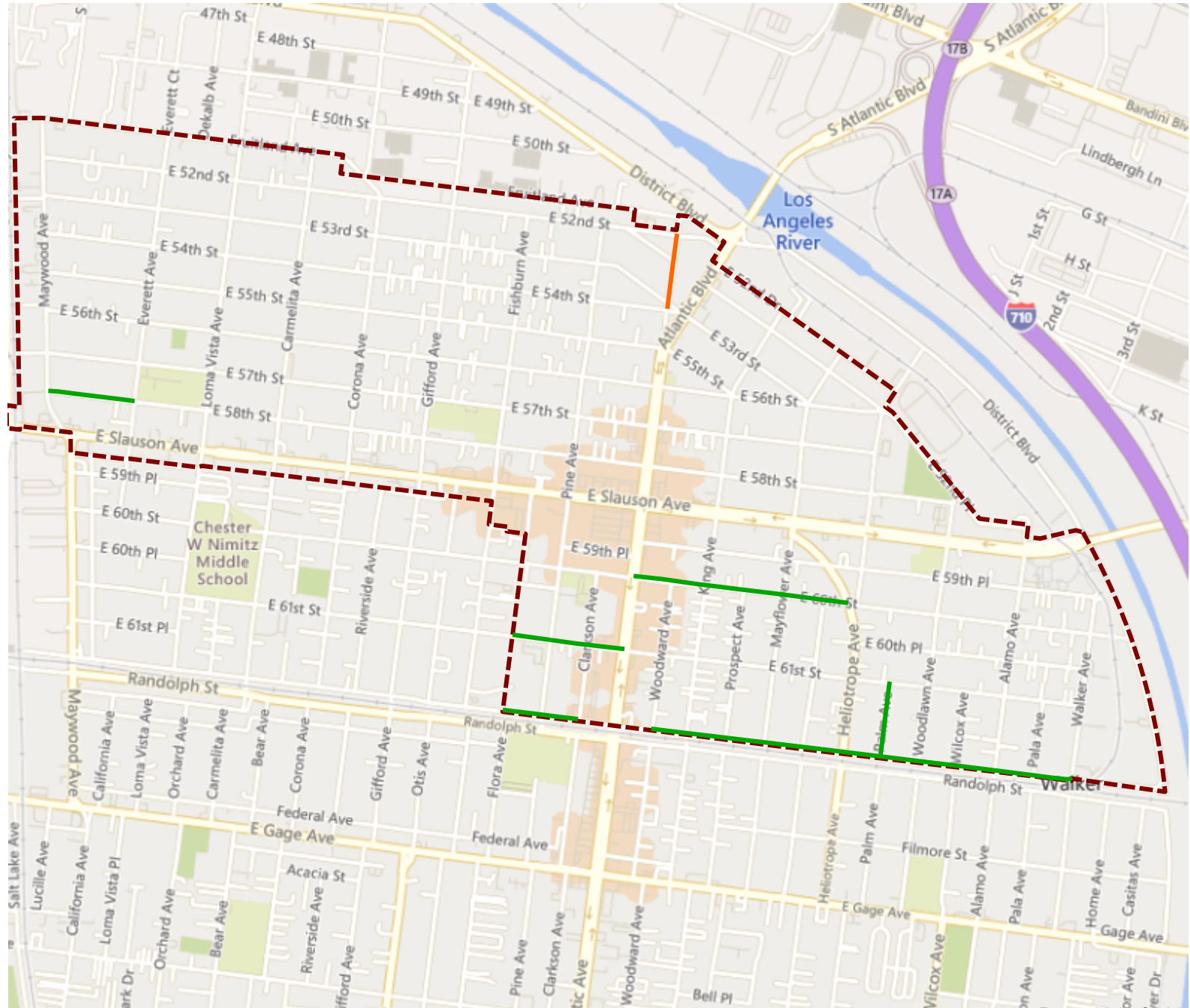


Scenario Treatments

2021 S2: 1.5M/yr - 2031 Project Period - Printed: 1/10/2022

Feature Legend

- CRACK SEAL & SLURRY SEAL
- MILL AND THIN OVERLAY



AGENDA REPORT
CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: April 27, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

SUBJECT: CONSIDERATION OF RESOLUTION NO. 6237 ADOPTING A POLICY FOR CEREMONIAL PROCLAMATIONS AND RECOGNITIONS

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6237 Establishing a Policy for the Consideration of Requests for City Proclamations and Certificates for Groups, Individuals, and Other Matters.

BACKGROUND:

Currently, the City staff reviews all requests for proclamations and certificates from individuals, groups, and organizations and forwards them to the Mayor. The Mayor is charged with the administration of requests for City proclamations and certificates and may approve or deny such requests at his/her discretion.

DISCUSSION:

The purpose of this proposed Resolution is to establish a policy regarding the processing of requests by individuals, groups, and organizations for City proclamations and certificates. The provisions included in the policy detail how requests are submitted, processed and authorized based on past practices of the City of Maywood.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ATTACHMENT(S)

RESOLUTION NO. 6237

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD, CALIFORNIA ESTABLISHING A POLICY REGARDING
REQUESTS FOR CITY PROCLAMATIONS AND CERTIFICATES
FOR GROUPS, INDIVIDUALS AND OTHER MATTERS**

WHEREAS, the City Council occasionally wishes to recognize significant events, accomplishments, or public services of individuals or organizations that significantly benefit the City of Maywood and/or the community in general; and

WHEREAS, the City Council has in the past used a variety of documents to formally honor, memorialize, and bring public awareness to such individuals and/or organizations; and

WHEREAS, for the purposes of consistency and fairness, the City Council has determined that it is appropriate to establish protocol for such ceremonial proclamations and recognitions of groups, individuals, and other matters; and

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

SECTION 1. Purpose and intent. The purpose of this Resolution is to establish a policy regarding the processing of requests by individuals, groups, and organizations for City proclamations and certificates.

SECTION 2. Authority-General. It is the intent of the City Council that City staff first review all requests for proclamations and certificates from individuals, groups and organizations and forward to the Mayor only those requests that comply with the terms of this Resolution. The Mayor is authorized with the administration of requests for City proclamations and certificates and may approve or deny such requests at his/her discretion, consistent with this Resolution. No subordinate commission of the City and no individual council member or other official of the City shall issue a City proclamation or certificate on behalf of the City of Maywood without the prior approval and consent of the Mayor.

SECTION 3. Permissible Subjects of City Proclamations and Certificates. The Mayor may consider requests for proclamations and certificates on the following subjects;

- A. Matters of Significance and/or matters that impact citizens and businesses in the City or in the region.
- B. Requests are submitted by public entities on whose board the City has a voting member.
- C. Requests to honor businesses that are located in the City, service or philanthropic organizations that provide a significant level of service to residents or businesses in the City, and sports teams based in Maywood, upon the accomplishment of noteworthy achievements, programs, or milestones.
- D. Requests to honor the life of a long-time and/or prominent Maywood resident upon their death.
- E. Requests to honor city officials, employees, and consultants for their achievements or milestones of service.
- F. Requests to honor public officials from other public entities who have served on boards, committees, or commissions on which members of the Maywood City Council also serve, upon the completion of their term of office or chairmanship.

Section 4. Impermissible Subjects of City Proclamations and Certificates. City staff shall not process requests for proclamations or certificates on the following subjects:

- A. Requests to support candidates for elected public office or of a religious or political nature.
- B. Campaigns or events that are contrary to City policies.

Section 5. Processing of Request.

- A. All requests for City proclamations and certificates by members of the public, including members of the

City Council and City Staff, shall be submitted to the City Manager, who shall review the request for compliance with Section 3 of this Resolution. The City Manager shall forward to the Mayor for his/her approval only those requests which are within the scope of permissible subjects as provided in Section 3 of this Resolution. The Mayor shall review and either approve or disapprove the request.

- B. The City Manager shall place on the City Council agenda for presentation only those proclamations and certificates approved by the Mayor. Notwithstanding, in lieu of presenting the proclamation or certificate at a City Council meeting, the proclamation or certificate may be mailed to the requestor at their request or at the discretion of the Mayor or City Manager.
- C. Requests shall be submitted to the City Manager's Office no less than fourteen (14) days prior to the City Council meeting at which the item is to be presented to the requestor. Exceptions to the deadline may be granted by the City Manager, provided that sufficient time is permitted to place the item on the agenda of the City Council meeting. Any proclamation or certificate prepared under this policy shall list the Mayor as the person issuing the proclamation or certificate on behalf of the City.

Section 6. **Submission of Request on Other Subjects.** If it is not clear whether a request for a proclamation or certificate falls inside or outside of a permissible category as provided in this Resolution, the City Manager may, but is not required to, submit the matter to the Mayor for its consideration.

Section 7. **Certification.** The City Clerk shall certify the adoption of this Resolution

PASSED, APPROVED AND ADOPTED THIS 27th day of April, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6237 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 27th day of April 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: April 27, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: OVERVIEW OF AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) AND REQUEST TO PROVIDE DIRECTION ON USE OF THE AVAILABLE FUNDS AND ACCEPTANCE OF STANDARD ARPA ALLOWANCE

RECOMMENDATION:

Staff recommends that City Council authorize the acceptance of the \$10 million (up to the grant amount) standard allowance for public sector lost revenue.

BACKGROUND:

On March 11, 2021, the \$1.9 trillion American Rescue Plan act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. Under the SLFRF program, the City of Maywood was allocated \$6,452,514 in one-time funding to cover eligible costs incurred between March 3, 2021, and December 31, 2024. The funds will be received in two tranches (FY 2020-2021 and FY 2021-2022) and must be obligated by December 31, 2024, and fully expended by December 31, 2026.

As reflected in the Interim Rule issued on May 17, 2021, the SLFRF program provides four categories of eligible uses of SLFRF funds as follows:

1. to replace lost revenue;
2. to respond to the public health and economic impacts of COVID-19;
3. to provide premium pay to eligible workers, and;
4. to invest in water, sewer, and broadband infrastructure.

The Final Rule, published on January 6, 2022, provided several key changes which broadened the eligible uses and provided additional clarity and flexibility for the use of the recovery funds.

DISCUSSION:

A key component of the ARPA's SLFRF program is the ability for recipients to use these funds to replace lost revenue. Under the Interim Rule, the amount a City could claim was limited to actual losses caused by the pandemic. However, the Final Rule provided clarification on the lost revenue calculation and provided the option of selecting either a flat \$10 million (up to the grant amount) or the actual revenue loss based on SLFRF calculation factors. The funds may not be used to build reserves or pay unfunded pension liabilities other than current year costs. Staff's preliminary analysis indicated that the City would not be able to claim the full amount from revenue loss alone. However, with the new changes, staff recommends accepting the standard

allowance of \$10 million (up to the grant amount) to cover lost revenue as this will create a streamlined process for the use of ARPA funds to help the community recover. This is a one-time final selection that is required by April 30, 2022.

The Pros and Cons of the two options are as follows:

Accepting the \$10M Standard Allocation

PROS

Easy Reporting requirement
Flat amount provided, regardless of actual revenue loss, for governmental services
No evaluation of revenue loss calculation
No annual calculation needed
Full amount of allocation available regardless of actual revenue loss

CONS

Irrevocable election

Calculating Actual Revenue Loss

PROS

CONS

More reporting requirements with quarterly reporting to US Treasury
Funds only available after a year of established loss
The City did not realize significant losses to claim the full amount of the allocation as revenue loss

Accounting for SLFRF

A key principle of the US Treasury, as well as the City, is that "transparency and public accountability for the SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government". To ensure transparency in the use of these funds, the City has placed them in a Special Revenue Fund titled "Local Fiscal Recovery Fund". This fund will only track the revenues and expenditures related to the funds received as a result of ARPA.

LEGAL REVIEW:

The City Attorney has reviewed this item.

FISCAL IMPACT:

No fiscal impact with this item.

ATTACHMENT(S)