



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

WEDNESDAY, OCTOBER 25, 2023 AT 5:30 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
Frank Garcia

CITY CLERK
Brian E. Juarez

MAYOR PRO TEM
Mayra Aguiluz

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Jessica Torres
Eduardo De La Riva
Heber Marquez

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. MEETING PROCEDURES

THIS MEETING WILL BE HELD IN PERSON.

THE MEETING WILL BE AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/87299549584> AND VIA THE CITY'S FACEBOOK PAGE.

Public Participation Options:

1. **In-Person:** Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA
2. **Before the Meeting:** Public comment will be accepted for the record in advance by 4:00 p.m. the day of the meeting by email to daisy.guerrero@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

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

IV. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS, GOVERNMENT CODE SECTION 54956.8; 5102 DISTRICT AVENUE AND 5110 DISTRICT AVENUE (SUCCESSOR AGENCY TO FORMER MAYWOOD COMMUNITY DEVELOPMENT COMMISSION); SUCCESSOR AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER AND STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING; NEGOTIATING PARTIES: CESAR CHAVEZ FOUNDATION AND WPH HOLDINGS, LLC; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

VI. 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. MEETING PROCEDURES** beginning on page 1 of this agenda.

VII. PRESENTATIONS

HALLOWEEN HOME DECORATING CONTEST WINNERS

LOS ANGELES SHERIFF'S DEPARTMENT: CITY UPDATE

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 THE SEPTEMBER 12, 2023, SPECIAL CITY COUNCIL MEETING

2. MINUTES OF THE SEPTEMBER 27, 2023, REGULAR CITY COUNCIL MEETING
3. REVENUE REPORT SEPTEMBER 2023
4. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR SEPTEMBER 2023
5. RESOLUTION NO. 6322 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
6. RESOLUTION NO. 6323 AUTHORIZING THE TERMINATION OF THE ECO-RAPID TRANSIT (ERT) AND ALLOW GATEWAY COUNCIL OF GOVERNMENTS TO TAKE ON THE ADVOCACY
7. SECOND READING AND ADOPTION OF ORDINANCE NO. 23-11, AN ORDINANCE OF THE CITY OF MAYWOOD AMENDING IN ITS ENTIRETY CHAPTER 17 OF TITLE 8 OF THE MAYWOOD MUNICIPAL CODE REGARDING TENANT PROTECTIONS
8. CONSIDERATION OF RESOLUTION NO. 6324 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD DESIGNATING THE CITY MANAGER, BY TITLE, AS APPLICANT'S AGENT FOR NON-STATE AGENCIES FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CALOES) PUBLIC ASSISTANCE PROGRAM AND HAZARD MITIGATION GRANT PROGRAM
9. CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO ST. ROSE OF LIMA SCHOOL LOCATED AT 4422 E. 60TH STREET FOR AN ANNUAL FUNDRAISER AND DIRECTION REGARDING CONDITIONS OF APPROVAL AS RECOMMENDED IN THE REPORT
10. CONSIDERATION OF APPROVING RESOLUTION NO. 6325 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR FUNDING
11. CONSIDERATION OF AWARD OF CONTRACT FOR THE CLEANING AND MAINTENANCE OF RETROFITTED AND UNMODIFIED CITYWIDE CATCH BASINS FOR A THREE YEAR PERIOD IN THE AMOUNT OF \$64,080.00
12. CONSIDERATION OF AWARD OF A CONSTRUCTION CONTRACT TO CARE FOR THE CHILDREN DBA CFTC PAINTING FOR THE CITYWIDE CURB NUMBERING PROJECT IN AN AMOUNT OF \$68,000.00 AND APPROVE THE BUDGET CONTINGENCY ALLOWANCE

IX. DISCUSSION/ACTION ITEMS

- 13. CONSIDERATION OF ADOPTION OF MAYWOOD ACTIVE TRANSPORTATION BIKE AND PEDESTRIAN MASTER PLAN**

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

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

- XI. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is scheduled to Wednesday, November 15, 2023, at 5:30 p.m. in the City Council Chambers.**

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, City Clerk or 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.





MEETING MINUTES

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

TUESDAY, SEPTEMBER 12, 2023 AT 5:00 PM

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

I. CALL TO ORDER/ROLL CALL

Mayor Garcia called the meeting to order at approximately 5:10 p.m.

II. CITY OFFICIALS

MAYOR
Frank Garcia (**present**)

CITY CLERK
VACANT

MAYOR PRO TEM
Mayra Aguiluz (**present**)

CITY TREASURER
Mary Mariscal (**telecommuting**)

COUNCIL MEMBERS
Jessica Torres (**present**)
Eduardo De La Riva (**present**)
Heber Marquez (**present**)

CITY MANAGER
Jennifer E. Vasquez (**present**)

CITY ATTORNEY
Roxanne Diaz (**telecommuting**)

Director of Building and Planning, Steve Fowler (**present**)
Assistant to the City Manager/Deputy City Clerk, Daisy Guerrero (**present**)

III. MEETING PROCEDURES

THIS MEETING WAS HELD IN PERSON.

THE MEETING WAS AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/81017334373> AND VIA THE CITY'S FACEBOOK PAGE.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

No public comments.

VI. DISCUSSION/ACTION ITEMS

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

City Manager presented the item to the City Council.

City Council asked the candidates in attendance to express their desire to serve in the position of City Clerk for the remainder of the current term.

Brian E. Juarez and Paola Lopez-Carrillo were present. Kimberly Salinas was not present. After a few questions and discussion, the City Council made a motion to approve a new City Clerk.

Motion by Aguiluz to appoint Brian E. Juarez as the City's new City Clerk for the remainder of the term set to end in November 2024, second by De La Riva.

The motion was approved by a roll call vote of 5-0.

VII. ADJOURNMENT – Mayor adjourned the special City Council Meeting at approximately 5:31 p.m. The next Regular Meeting of the Maywood City Council is Wednesday, September 27, 2023, at 5:30 p.m.



MEETING MINUTES

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

WEDNESDAY, SEPTEMBER 27, 2023 AT 5:30 PM

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

I. CALL TO ORDER/ROLL CALL

MAYOR GARCIA CALLED THE MEETING TO ORDER AT 5:34 P.M.

II. CITY OFFICIALS

MAYOR

Frank Garcia (**present**)

CITY CLERK

Brian E. Juarez (**present**)

MAYOR PRO TEM

Mayra Aguiluz (**present**)

CITY TREASURER

Mary Mariscal (**present**)

COUNCIL MEMBERS

Jessica Torres (**present**)

Eduardo De La Riva (**present**)

Heber Marquez (**present**)

CITY MANAGER

Jennifer E. Vasquez (**present**)

CITY ATTORNEY

Roxanne Diaz (**present**)

Steve Fowler, Director of Building and Planning (**present**)

Daisy Guerrero, Deputy City Clerk/Assistant to the City Manager (**present**)

III. MEETING PROCEDURES

THIS MEETING WAS HELD IN PERSON. THE MEETING WAS ALSO AVAILABLE FOR VIEWING VIA ZOOM.

THE PUBLIC WAS ABLE TO PARTICIPATE IN THE FOLLOWING WAYS:

1. In-Person - Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA
2. Zoom: <https://us02web.zoom.us/j/81104303501>

THE PUBLIC WAS ABLE TO PROVIDE PUBLIC COMMENT IN THE FOLLOWING WAYS:

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

IV. CLOSED SESSION – Council Member Torres announced she would recuse herself from the Closed Session because she lives within 500 feet of the properties and under the FPPC regulations has a property conflict of interest and cannot participate in the item. Thereafter, the City Council adjourned into closed session. Subsequently, the City Council returned from closed session and the City Attorney stated there was no reportable action.

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, GOVERNMENT CODE SECTION 54956.8; 5102 DISTRICT AVENUE AND 5110 DISTRICT AVENUE (SUCCESSOR AGENCY TO FORMER MAYWOOD COMMUNITY DEVELOPMENT COMMISSION); SUCCESSOR AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER AND STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING; NEGOTIATING PARTIES: CESAR CHAVEZ FOUNDATION AND WPH HOLDINGS, LLC; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

THE FOLLOWING PROVIDED PUBLIC COMMENT:

1. David Perez
2. Adriana Huerta
3. Alberto E.
4. Janet Gagnon (in writing)
5. Alexis Castro (in writing)

VII. PRESENTATIONS

MAYWOOD CESAR CHAVEZ LIBRARY: INTRODUCTION OF NEW LIBRARY MANAGER, DANIEL KAUFMAN

NATIONAL LATINX PHYSICIAN DAY PROCLAMATION

CITY OF MAYWOOD FINAL AUDIT REPORT BY VAN LANT & FANKHANEL, LLP

CLEAN CALIFORNIA GRANT PROJECT UPDATE: PRESENTED BY LOST WEST

LOS ANGELES SHERIFF'S DEPARTMENT: CITY UPDATE

VIII. CONSENT CALENDAR - Motion to approve items 1-11 by Marquez, and second by Aguiluz. AYES: De La Riva, Marquez, Torres (except item 11 recused), Aguiluz, and Garcia. Motion passed 5-0 (except item 11 4-0). Council Member Torres stated that she lives within 500 feet of the property where the demolition occurred and under the FPPC regulations she has a property conflict of interest and cannot participate in the item.

1. MINUTES OF THE AUGUST 23, 2023, REGULAR CITY COUNCIL MEETING
2. REVENUE REPORT AUGUST 2023
3. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR AUGUST 2023
4. RESOLUTION NO. 6320 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
5. SECOND READING AND ADOPTION OF ORDINANCE NO. 23-08, AN ORDINANCE OF THE CITY OF MAYWOOD ADDING SUBSECTION 4100.140 TO SECTION 4100 OF THE MAYWOOD ZONING ORDINANCE TO ESTABLISH ELECTRIC VEHICLE CHARGING STATION STREAMLINED PERMITTING CONSISTENT WITH ASSEMBLY BILL 1236 AND ASSEMBLY BILL 970
6. SECOND READING AND ADOPTION OF ORDINANCE NO. 23-09, AN ORDINANCE OF THE CITY OF MAYWOOD ADDING A NEW CHAPTER 11 TO TITLE 2 OF THE MAYWOOD MUNICIPAL CODE ESTABLISHING A YOUTH COMMISSION
7. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES WITH WORLD PRIVATE SECURITY, INC., IN AN AMOUNT NOT TO EXCEED \$151,604 FOR FY 2023-24 THROUGH 2025-26 AND APPROVAL OF A BUDGET AMENDMENT IN THE AMOUNT OF \$48,165 FROM THE GAS TAX FUND TO COVER THE AGREEMENT COST
8. CONSIDERATION OF AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR A COMPREHENSIVE FEE STUDY FOR THE RENT STABILIZATION PROGRAM AND DODGERS DREAMFIELD RENTAL
9. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH 3DI, INC., IN A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$262,076 THROUGH FY 2023-2028 AND A BUDGET AMENDMENT IN THE AMOUNT OF \$72,000 FROM THE LOCAL FISCAL RECOVERY FUND

10. CONSIDERATION OF APPROVAL OF AMENDMENT NO. 2 TO STANTEC CONSULTING SERVICES FOR SLAUSON AVENUE CORRIDOR IMPROVEMENT PROJECT AND APPROVE A BUDGET AMENDMENT OF \$90,123 FROM MEASURE M TO COVER THE PROJECT ENVIRONMENTAL, DESIGN AND RIGHT OF WAY PHASE FUNDING SHORTFALL

11. ACCEPTANCE OF BUILDING DEMOLITION LOCATED AT 5102 DISTRICT BOULEVARD

IX. DISCUSSION/ACTION ITEMS

12. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM HELIOTROPE AVENUE ELEMENTARY SCHOOL IN THE AMOUNT OF \$10,000

City Manager Jennifer Vasquez presented this item. Motion to approve by De La Riva, second by Torres. AYES: De La Riva, Marquez, Torres, Aguiluz, and Garcia. Motion passed 5-0.

13. APPROVAL OF THE SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MAYWOOD AND JENNIFER E. VASQUEZ AND ADOPTION OF RESOLUTION NO. 6321 UPDATING AND AMENDING THE SALARY SCHEDULE RELATED TO THE CITY MANAGER

City Attorney Roxanne Diaz presented this item. Motion to approve by Garcia, second by Marquez. AYES: De La Riva, Marquez, Torres, Aguiluz, and Garcia. Motion passed 5-0.

14. AN ORDINANCE OF THE CITY OF MAYWOOD AMENDING IN ITS ENTIRETY CHAPTER 17 OF TITLE 8 OF THE MAYWOOD MUNICIPAL CODE REGARDING TENANT PROTECTIONS

City Attorney Roxanne Diaz presented this item. Motion to approve by Marquez, second by Aguiluz. AYES: De La Riva, Marquez, Torres, Aguiluz, and Garcia. Motion passed 5-0.

15. DISCUSSION AND DIRECTION REGARDING THE NAME CHANGE OF RIVERFRONT PARK

City Manager Jennifer Vasquez presented this item. Council Member De La Riva requested a revision to the suggested name and directed staff to confirm the correct title for Speaker Emeritus Anthony Rendon. Following research, staff must post new notice, and bring back the item at the November Council Meeting for approval.

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

THE FOLLOWING PROVIDED PUBLIC COMMENT:

1. David Perez
2. Jose A. Diaz

XI. ADJOURNMENT – The meeting was adjourned in memory of Griselda Molinar, at 7:41 p.m. The next Regular Meeting of the Maywood City Council is Wednesday, October 25, 2023, at 5:30 p.m. in the City Council Chambers.



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: October 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: REVENUE REPORT SEPTEMBER 2023

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July - September 2023.

BACKGROUND:

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue Report for the City Council's review.

DISCUSSION:

The total revenue received from July - September 2023 totaled \$1,239,295.69, which is lower than the same period last year. This is primarily due to the fact that the City received its second one-time installment in the amount of \$3,226,257 from the American Rescue Plan Act of 2021 (ARPA) in July 2022. Additionally, the City received \$177,031.59 in July 2022 from the Safe Clean Water Program; staff is reviewing the status of this annual allocation but expect to receive it shortly.

In addition, we have encountered a drop in the issuance of building and public works permits. This also accounted for a lower amount of funds recorded for the months of July through September 2023.

The attached analysis compares prior YTD and current YTD Revenue.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. July - September 2023 - City of Maywood FY 2023-2024

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference	D - Current YTD Prior YTD % Difference	E - Adopted Budget FY 2023-24	F - % of FY 2023-2024 YTD Revenue Received
			(B minus A)	(B divided by A minus 1)		(B divided by F)
GENERAL FUND	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.					
Taxes:						
Franchise & Collectors Fee	\$0.00	\$0.00	\$0.00	0.00%	\$555,000.00	0.00%
Property Taxes	\$8,183.84	\$7,601.72	(\$582.12)	-7.11%	\$720,000.00	1.06%
4211 - Utility Users Tax	\$195,053.32	\$185,129.93	(\$9,923.39)	-5.09%	\$1,200,000.00	15.43%
4206 - Real Estate Transfer Tax	\$4,500.39	\$2,050.68	(\$2,449.71)	-54.43%	\$28,000.00	7.32%
4202 - Hotel / Motel Room Transient Occupancy Tax (TOT)	\$0.00	\$0.00	\$0.00	0.00%	\$77,250.00	0.00%
4212 - Cannabis Sales Tax	\$0.00	\$0.00	\$0.00	0.00%	\$1,750,000.00	0.00%
4201 - Sales and Use Tax Revenue	\$210,479.52	\$171,064.22	(\$39,415.30)	-18.73%	\$2,400,000.00	7.13%
Taxes Totals	\$418,217.07	\$365,846.55	(\$52,370.52)	-12.52%	\$6,730,250.00	5.44%
GENERAL FUND	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.					
Licenses & Permits:						
4301 - Compliance Program Fee	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	0.00%
Residential & Building Permits	\$7,136.30	\$3,674.80	(\$3,461.50)	-48.51%	\$21,500.00	17.09%
4305 - Public Works Permit Fees	\$77,560.00	\$29,265.00	(\$48,295.00)	-62.27%	\$190,000.00	15.40%
Other Fees & Permits	\$5,472.26	\$7,624.90	\$2,152.64	39.34%	\$18,000.00	42.36%
4320 - Occupancy Permits	\$1,822.20	\$0.00	(\$1,822.20)	-100.00%	\$6,000.00	0.00%
4313 - Building Permits	\$29,026.94	\$14,891.60	(\$14,135.34)	-48.70%	\$80,000.00	18.61%
4307 - Commercial Cannabis Renewal Fees	\$0.00	\$14,850.00	\$14,850.00	0.00%	\$74,250.00	20.00%
4322 - Parking Permits	\$7,997.00	\$7,975.00	(\$22.00)	-0.28%	\$60,000.00	13.29%
4311 - Apartment License	\$70.00	\$4.00	(\$66.00)	-94.29%	\$16,000.00	0.03%
4205 - Business License Tax	\$13,273.89	\$1,324.00	(\$11,949.89)	-90.03%	\$220,000.00	0.60%
4107 - Motor Vehicle License Fee (VLF) in lieu Property Tax Payment	\$0.00	\$0.00	\$0.00	0.00%	\$3,464,000.00	0.00%
Licenses and Permits Totals	\$142,358.59	\$79,609.30	(\$62,749.29)	-44.08%	\$4,194,750.00	1.90%

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference (B minus A)	D - Current YTD Prior YTD % Difference (B divided by A minus 1)	E - Adopted Budget FY 2023-24	F - % of FY 2023-2024 YTD Revenue Received (B divided by F)
GENERAL FUND						
Charges for Services:	CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.					
4701 - Waste Management Assessment	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
4704 - Plan Check Fees	\$17,993.38	\$6,373.98	(\$11,619.40)	-64.58%	\$50,000.00	12.75%
4702 - Rents & Concessions	\$5,953.50	\$5,953.50	\$0.00	0.00%	\$23,814.00	25.00%
Charges for Services Totals	\$23,946.88	\$12,327.48	(\$11,619.40)	-48.52%	\$73,814.00	16.70%
GENERAL FUND						
Fines and Forfeitures:	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.					
4401 - Penalties: Apt & Bus License	\$3,760.40	\$345.30	(\$3,415.10)	-90.82%	\$5,700.00	6.06%
4404 - Southeast Municipal Court (SEMC) - Court Collections	\$28,601.34	\$33,203.65	\$0.00	16.09%	\$180,000.00	18.45%
4403 - Citations: Administrative	\$2,700.00	\$1,700.00	(\$1,000.00)	-37.04%	\$6,000.00	28.33%
4402 - Citations: Parking	\$37,254.53	\$51,539.00	\$14,284.47	38.34%	\$412,000.00	12.51%
Fines and Forfeitures Totals	\$72,316.27	\$86,787.95	\$9,869.37	20.01%	\$603,700.00	14.38%
GENERAL FUND						
Leases and Concessions:	LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.					
4501 - Leased Property Rental Income	\$12,193.36	\$14,752.24	\$2,558.88	20.99%	\$59,005.00	25.00%
Leases and Concessions Totals	\$12,193.36	\$14,752.24	\$2,558.88	20.99%	\$59,005.00	25.00%
GENERAL FUND						
Miscellaneous:	MISCELLANEOUS: A General Fund revenue not covered in another revenue category.					
4817 - Good Corporate Citizen Program	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	0.00%
4803 - Interest Income	\$0.00	\$0.00	\$0.00	0.00%	\$93,000.00	0.00%
4809 - Miscellaneous Revenue	\$4,216.00	\$2,326.75	(\$1,889.25)	-44.81%	\$48,000.00	4.85%
4804 -Other (Recycle + ABx1 Reimbursement)	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	0.00%
Miscellaneous Revenue Totals	\$4,216.00	\$2,326.75	(\$1,889.25)	-44.81%	\$168,000.00	1.38%
GENERAL FUND						
Retiree Pension Levy:	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).					
4830 - Retiree Pension Levy	\$0.00	\$0.00	\$0.00	0.00%	\$1,300,000.00	0.00%
Retiree Pension Levy Totals	\$0.00	\$0.00	\$0.00	0.00%	\$1,300,000.00	0.00%
General Fund Revenue Totals	\$673,248.17	\$561,650.27	(\$116,200.21)	-16.58%	\$13,129,519.00	4.28%

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference	D - Current YTD Prior YTD % Difference	E - Adopted Budget FY 2023-24	F - % of FY 2023-2024 YTD Revenue Received
			(B minus A)	(B divided by A minus 1)		(B divided by F)
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.					
212 - Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	\$121,238.84	\$127,212.90	\$5,974.06	4.93%	\$620,323.00	20.51%
214 - Transportation Development Act (TDA) Bikeway	\$0.00	\$0.00	\$0.00	0.00%	\$29,037.00	0.00%
221 - Proposition A Transit Fund	\$185,681.08	\$169,777.55	(\$15,903.53)	-8.56%	\$717,151.00	23.67%
222 - Proposition C Transit Fund	\$155,167.94	\$142,180.18	(\$12,987.76)	-8.37%	\$594,858.00	23.90%
224 - Measure R Transit Fund	\$115,484.27	\$105,540.31	(\$9,943.96)	-8.61%	\$446,144.00	23.66%
225 - Measure M Transit Fund	\$130,781.36	\$80,084.16	(\$50,697.20)	-38.76%	\$505,629.00	15.84%
216 - SB-1 Road Maintenance Rehabilitation Act Fund	\$45,989.39	\$52,850.32	\$6,860.93	14.92%	\$535,751.00	9.86%
243 - Community Development Block Grant (CDBG)	\$0.00	\$0.00	\$0.00	0.00%	\$356,826.00	0.00%
223 - Air Quality Management District (AQMD) Fund	\$0.00	\$0.00	\$0.00	0.00%	\$34,700.00	0.00%
232 - Supplemental Law Enforcement Services Fund (SLESF) Grant	\$0.00	\$0.00	\$0.00	0.00%	\$159,900.00	0.00%
251 - Street Lighting Fund	\$0.00	\$0.00	\$0.00	0.00%	\$174,520.00	0.00%
611 - Redevelopment "Successor" Agency Fund	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
412 - Sewer Enterprise Fund	\$0.00	\$0.00	\$0.00	0.00%	\$298,633.00	0.00%
261 - Federal / State / County Grants	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
273 - Local Fiscal Recovery Fund	\$3,226,257.00	\$0.00	(\$3,226,257.00)	0.00%	\$0.00	0.00%
280 - Measure W Safe Clean Water Program Fund	\$177,031.59	\$0.00	(\$177,031.59)	-100.00%	\$177,031.00	0.00%
Special Revenue Totals	\$4,157,631.47	\$677,645.42	(\$3,479,986.05)	-83.70%	\$4,650,503.00	14.57%
Total Revenues	\$4,830,879.64	\$1,239,295.69	(\$3,596,186.26)	-74.35%	\$17,780,022.00	6.97%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: October 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR SEPTEMBER 2023

RECOMMENDATION:

Staff recommends that the City Council receive and file the attached cash and investment report for September 2023.

BACKGROUND:

In accordance with the City of Maywood's Adopted Investment Policy (Resolution No. 6132 dated 08/12/2020) and to provide information to the City Council, the City's Finance Department prepares a *Monthly Cash and Investment Report* for the City Council's review. The report will show the City's cash position at the month's end as well as investments.

DISCUSSION:

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 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 on a 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.

The City maintains cash in a General Account, investments in the Local Agency Investment Fund (LAIF), investments in the California Employers' Retiree Benefit Trust (CERBT) a Section 115 trust fund dedicated to prefunding other Post-Employment Benefits (OPEB), and investments in the California Employers' Pension Prefunding Trust (CEPPT).

The attached report shows the cash and investments as of September 30, 2023.

The Cash and Investment Report is divided into three sections:

A - Non-Investment Cash Accounts representing the most "liquid" accounts available, which are assets that can more quickly be converted into cash resources. These are the City's short-term assets.

B - Investment Accounts representing assets that take longer to convert to cash. These investments have restrictions that require them to be held over long periods of time to accrue interest. These are the City's long-

term assets.

C - Total Cash and Investments that provides the total of A - *Non-Investment Cash Accounts* and B - *Investment Accounts* for the month

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with approving this report.

ATTACHMENT(S)

1. September 2023 Cash and Investment Report

City of Maywood, California
Cash and Investments Report
As of September 30, 2023

Description	Type	Ending Balance as of 9/30/2023
A - Non-Investment Cash Accounts		
A1 - US Bank - September 2023	Cash	\$2,357,074.87
A2 - Total Cash Accounts		<u>\$2,357,074.87</u>
B - Investment Accounts		
B1 - Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	\$17,168,041.59
B2 - California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT) Calculated Report Results as of July 31, 2023	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$930,594.63
B3 - California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT) Calculated Report Results as of June 30, 2023	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	<u>\$902,664.50</u>
B4 - Total Investment Accounts		<u>\$19,001,300.72</u>
C - Total Cash and Investments		<u>\$21,358,375.59</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: October 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: RESOLUTION NO. 6322 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

RECOMMENDATION:

It is staff's recommendation that the City Council receive, approve and file the warrant registers, wire transfers dated 09/22/2023 through 10/16/2023, and net payrolls dated 09/28/2023 through 10/12/2023 and adopt Resolution No. 6322 approving Warrants for Payment.

BACKGROUND:

Staff provides warrant registers and wire transfers to City Council as part of Management Controls, which as a whole are the policies, procedures, and practices conceived and put in place to assure the following:

- the economical, efficient, and effective achievement of the City's objectives.
- adherence to laws, regulations, rules for policies;
- the safeguarding of assets and information;
- the prevention and detection of fraud and error; and
- the quality of accounting records and the timely production of reliable financial and management information.

Furthermore, Internal Controls are a set of rules, procedures, and practices developed and employed to facilitate the safeguarding of the City's assets, be they liquid (cash or investments) or fixed (infrastructure or equipment), or intangible (credit rating or information).

The City utilizes resolutions for approving warrants for payment to comply with Section 3-2.06 of the Municipal Code regarding Warrants for Payments. Exhibit A entitled Summary of Warrants and Wire Transfers/ Automated Clearing House (ACH) Transactions serves as a Management Control for complying with Section 3-2.06. Exhibit B entitled Detail of Warrants serves as evidence of Internal Controls utilized by City Finance staff that support these Management Controls for payments made by the City. These controls are carried out through the submission of all required documents supporting the invoices submitted for payment. Prior to payment, the Finance staff reviews - as an Internal Control that supports the Management Control - all disbursement documents to ensure that they meet the approval requirements.

DISCUSSION:

A - PAYMENT APPROVAL - Pursuant to paragraph 37202 of the California Government Code, demands

(called Warrant Demand) against the City for payment shall be audited and thereafter submitted to the City Council for approval or rejection prior to payment, either separately or in a register of audited demands and shall have attached thereto affirmation of the City Treasurer and City Finance Director certifying the accuracy of the demands and the availability of funds for payment. This is accomplished using:

A1 - Warrants Registers or checks certified or approved by the City Treasurer and Finance Director as conforming to authorized expenditures set forth in the City Council adopted City Budget.

A1.1 Prepayments – pre-paying allows the City to take advantage of allowable prompt payment discounts and make payments on due dates of invoices. This involves the issuance of checks prior to final warrant approval. Automated Clearing House (ACH) transactions are made using a network that electronically moves money between the City’s bank accounts to a payee’s bank account. This is reflected in the Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable prepaid warrants for payment. Wire Transfer is a method of electronic funds transfer from the City of Maywood to one person or organization (payrolls and fees for electronic transfers).

A1.2 Regular Payment – To avoid late fees for payments made beyond due dates of invoices, checks are prepared prior to final warrant approval by the City Council. This is reflected in the Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable regular warrants for payment. After City Council approval, the checks are signed and distributed.

B - DOCUMENTATION – The City uses a Management Control by producing a summary document (Exhibit A - Summary Warrants for Payment and Wire Transfers/ACH transactions) that represents the cash disbursements required and the City uses an Internal Control by producing a detailed document (Exhibit B – Detail Warrants for Payment) that details information about each check issued for Prepaids and or to-be-paid for Regular Payments. These “disbursements” are accounted for in the FY 2022-23 budget.

B1 – SUMMARY WARRANTS FOR PAYMENT AND WIRE TRANSFERS/ACH TRANSACTIONS provide an accounting of the Accounts Payable Registers, wire transfers (method of electronic funds transfer from the City of Maywood to one person or organization), and Automated Clearing House (ACH) transactions.

B2 – DETAIL WARRANTS FOR PAYMENTS provides the detailed information of approved payments made to the City's vendors and contractors by check number, identification of prepaid, date of warrant, vendor name, check amount, transaction description, and fund source. Wire transfers also enable the City to send electronic funds to the bank accounts of the City's vendors and contractors. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above-referenced dates.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

F.Y. 23-24 Impact: FY23-24 Impact: <i>Warrant Demand (Warrant Payment) of \$1,548,062.36 plus Wire Transfers/ACH Transactions of \$184,671.53 equaling \$1,732,733.89 in total.</i>	Current F.Y. Budget: 2023/2024
Fund Impacted: <i>Warrant Demand</i> (Warrant Payment) of \$ 1,548,062.36 from these various fund sources: i. Fund-100 - General Fund = \$ 1,213,433.94 ii. Fund 212 - Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund = \$ 62,040.42 iii. Fund 221 - Proposition A Transit Fund = \$	Budget adjustment requested:Not applicable

37,921.82 iv. Fund 222 - Proposition C Transit Fund = \$ 9,062.64 v. Fund 224 - Measure R Transit Fund = \$ 35,487.47 vi. Fund 243 - Community Development Block Grant (CDBG) Fund = \$ 41,714.69 vii. Fund 251 - Street Lighting Fund = \$ 13,696.82 viii. Fund 261 - Federal / State / County Grants fund = \$ 123,865.58 ix. Fund 280 - Measure W Safe Clean Water Program Fund = \$ 88,700.93 x. Fund 412 - Sewer Enterprise Fund = \$ 2,082.05	
Source of funds:100, 212, 221, 222, 224, 243, 251, 261, 280 and 412	Updated Account Budget: Not applicable
Account Number:	For fiscal year: 2023/2024

ATTACHMENT(S)

1. Resolution No. 6322 Approving the Warrants for Register 10.25.23
2. Exhibit A Summary Warrant Demand 10.25.23
3. Exhibit B Warrant Register Detail 10.25.23

RESOLUTION NO. 6322

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

WHEREAS, the following listed demands have been reviewed by the Interim Director of Finance, and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions for \$1,732,733.89 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 25th day of October, 2023.

Frank Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Brian E. Juarez, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Brian E. Juarez, City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No. 6322, was duly passed, approved by not less than four members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 25th day of October, 2023, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, October 25, 2023

Accounts Payable

	Amount
Accounts Payable prepaid warrants for payment: Checks No. 091306 - 091384	\$ 886,063.50
Accounts Payable regular warrants for payment: Check No. 091385 - 091421	\$ 661,998.86
Sub-total	<u>\$ 1,548,062.36</u>

Wire Transfers/ACH Transactions

09/22/23 ADP Payroll Fees	\$ 673.84
09/28/23 CalPERS Employer Contribution 8/13/2023 - 8/26/2023	\$ 8,450.72
09/28/23 Payroll Pay Period 9/10/2023 - 9/23/2023	\$ 51,671.42
10/02/23 US Bank - Merchant Fees	\$ 560.63
10/03/23 State Compensation Insurance Fund - Workers Comp Ins Surcharge Policy 9143213	\$ 5,329.83
10/03/23 CalPERS Health Premium October 2023	\$ 24,945.45
10/04/23 California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - October 2023	\$ 22,355.58
10/05/23 8x8 Inc - Monthly Phone Maintenance	\$ 434.83
10/11/23 CalPERS Employer Contribution 8/27/2023 - 9/9/2023	\$ 8,453.26
10/12/23 Payroll Pay Period 9/24/2023 - 10/7/2023	\$ 61,715.97
10/16/23 U.S. Bank - Analysis Service Charge	\$ 80.00
Sub-total	<u>\$ 184,671.53</u>

Total Demands \$ 1,732,733.89

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/1/2023 Through 10/31/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091306	P	10/5/2023	A-CO Temporary Power Inc.	39.81	Final Rental Pwr Pole for baseball field 200amp -	General Fund	100
091307	P	10/5/2023	Amazon Capital Services	(19.50)	Credit HR/Risk Management Office	General Fund	100
		10/5/2023	Amazon Capital Services	115.99	Office Supplies Administration	General Fund	100
091308	P	10/5/2023	Angel Villegas	852.90	Retiree Medical Reimbursement Angel Villegas October 2023	General Fund	100
091309	P	10/5/2023	AT&T	29.27	Emergency Elevator Phone Service- 8/10/23-	General Fund	100
091310	P	10/5/2023	AT & T Long Distance	44.93	Emergency Long Distance Phone Service-	General Fund	100
091311	P	10/5/2023	Brent Talmo	852.90	Retiree Medical Reimbursement Brent	General Fund	100
091312	P	10/5/2023	Brian E. Juarez	300.00	October 2023 City Clerk Stipend- Brian E. Juarez	General Fund	100
		10/5/2023	Brian E. Juarez	300.00	September 2023 City Clerk Stipend- Brian E.	General Fund	100
091313	P	10/5/2023	Bruce Leflar	1,051.79	Retiree Medical Reimbursement Bruce Leflar October 2023	General Fund	100
091314	P	10/5/2023	Christine M. Locher	269.02	Retiree Medical Reimbursement Christine	General Fund	100
091315	P	10/5/2023	Crosstown Electrical & Data Inc.	258.29	Riverfront Park 7/20/23	General Fund	100
091316	P	10/5/2023	Matthew A. McDonald dba CSM Consulting LLC	7,700.00	EFT for AP Setup and Training	General Fund	100
091317	P	10/5/2023	Daisy Guerrero	45.90	Reimbursement Daisy Guerrero	General Fund	100
		10/5/2023	Daisy Guerrero	101.75	Reimbursement Daisy Guerrero 10-2-23	General Fund	100
091318	P	10/5/2023	Eduardo De la Riva	756.67	Expense Reimbursement Eddie De La Riva CCCA Conference Spt.8	General Fund	100
091319	P	10/5/2023	Edward Ahrens	1,358.28	Retiree Medical Reimbursement Edward Ahrens October 2023	General Fund	100
091320	P	10/5/2023	HdL Software LLC	849.15	New Accounts Processed- August 2023	General Fund	100
091321	P	10/5/2023	Hub Cities Career Center Corporation	77,151.08	Invoice for COM-PO2324- 464 Maywood Youth Workforce Developme	Federal / State / County Grants	261
091322	P	10/5/2023	Belcher Enterprise, LLC	8,100.00	Crossing Guards August 2023	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/1/2023 Through 10/31/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091323	P	10/5/2023	L.B. Johnson Hardware #1	12.91	Public Works Supplies	General Fund	100
		10/5/2023	L.B. Johnson Hardware #1	214.57	PW Supplies	General Fund	100
091324	P	10/5/2023	Mary Mariscal	50.00	October 2023 Treasurer Stipend- Mary Mariscal	General Fund	100
091325	P	10/5/2023	Tri-City Mutual Water Company	65.80	5000 Slauson Ave. 9/1/23-9/30/23	General Fund	100
		10/5/2023	Tri-City Mutual Water Company	2,110.55	5950 Walker Ave 8/1/23-8/31/23	General Fund	100
091326	P	10/5/2023	Nancy Rodriguez	56.52	N Rodriguez-Lunch for Outside Panel Reimbur 9-19-23	General Fund	100
091327	P	10/5/2023	Procure America	1,569.72	Utility Service Review and Analysis - May 2023 to July 2023	General Fund	100
091328	P	10/5/2023	Robert Leach	1,005.00	Retiree Medical Reimbursement Robert Leach October 2023	General Fund	100
091329	P	10/5/2023	Ronald Lindsey	1,261.61	Retiree Medical Reimbursement Ronald Lindsey October 2023	General Fund	100
091330	P	10/5/2023	Scott C. Anderson	1,358.28	Retiree Medical Reimbursement Scott Anderson October 2023	General Fund	100
091331	P	10/5/2023	Southern California Edison	22.03	4801 E 58th St TPP- 8/26/23-9/11/23	General Fund	100
		10/5/2023	Southern California Edison	4,641.57	Acct.#700405141156 Various Locations from	General Fund	100
		10/5/2023	Southern California Edison	8,091.92	Acct# 700405260081 Evertt Ave. 09/01/23-	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		10/5/2023	Southern California Edison	2,521.17	Acct.#700405141156 Various Locations from	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		10/5/2023	Southern California Edison	11,635.51	Acct.#700405141156 Various Locations from 9/1/23-9/30/23	Street Lighting Fund	251
091332	P	10/5/2023	Sparkletts Drinking Water Corp	195.84	City Hall Drinking Water for Staff Bill of August	General Fund	100
091333	P	10/5/2023	Staples Business Advantage	768.13	Office Supplies for Admin and Planning	General Fund	100
091334	P	10/5/2023	Quadient Finance USA Inc.	349.12	Acct# 7900044081189551	General Fund	100
091335	P	10/5/2023	Transtech Engineers Inc	4,662.00	230846 MAY City hall & Sheriff Reroofing Project	General Fund	100
091336	P	10/9/2023	ACC Business	824.22	Internet Services From 08/11/23-9/10/23	General Fund	100
091337	P	10/9/2023	AlphaMap	5,450.00	Building/Planning Map Subscription 06/16/23 to 06/16/24	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/1/2023 Through 10/31/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091338	P	10/9/2023	Area E Disaster Management BRD	2,822.00	AREA E FY 2023-2024 Member Dues	General Fund	100
091339	P	10/9/2023	Base Hill Inc.	300.00	City of Maywood Janitorial Services - Additional Services Co	General Fund	100
		10/9/2023	Base Hill Inc.	6,172.97	City of Maywood Janitorial Services -	General Fund	100
091340	P	10/9/2023	California Consulting Inc.	3,500.00	Grant Writing Consulting Services- October 2023	General Fund	100
091341	P	10/9/2023	CivicPlus LLC	6,300.00	FY23-24 CivicRec Pay Annual Maintenance Fee - 11/15/2023 to 11/14/24	General Fund	100
		10/9/2023	CivicPlus LLC	900.00	Online Code Hosting- 10/1/2023 to 9/30/2024	General Fund	100
091342	P	10/9/2023	County of L.A. Dept. of Animal Control	5,485.87	Animal Control for August 2023	General Fund	100
091343	P	10/9/2023	Crosstown Electrical & Data Inc.	2,057.40	City's Street Preventive Maintenance-September	Street Lighting Fund	251
091344	P	10/9/2023	Daily Journal Corporation	295.00	Notice Inviting Bids for City Hall and Sheriff	General Fund	100
		10/9/2023	Daily Journal Corporation	510.00	Notice Inviting Bids for City Wide Curb	General Fund	100
		10/9/2023	Daily Journal Corporation	300.00	Notice of public hearing to adopt annual City of	General Fund	100
		10/9/2023	Daily Journal Corporation	3,800.00	Publication of Notice of Ordinance	General Fund	100
		10/9/2023	Daily Journal Corporation	180.00	Publication of Notice of Ordinance New Chapt	General Fund	100
091345	P	10/9/2023	Diana Cho & Associates	1,760.00	CDBG Code Enforcement Consulting -	CDBG	243
		10/9/2023	Diana Cho & Associates	1,122.00	CDBG Code Enforcement Consulting -	CDBG	243
		10/9/2023	Diana Cho & Associates	1,760.00	Consulting Services Sidewalk Rehabilitation	CDBG	243
091346	P	10/9/2023	Environmental Science Associates	708.75	Professional Serv for Climate In	Federal / State / County Grants	261
091347	P	10/9/2023	Frank Garcia	45.90	Reimbursement Frank	General Fund	100
091348	P	10/9/2023	GOGov, Inc. dba GOGovApps	14,892.00	Citizen Request Management (CRM) Subscrip - 12/1/23-	General Fund	100
091349	P	10/9/2023	Graffiti Protective Coatings	5,232.93	Graffiti Bus Shelter Maintenance- September	Proposition C Transit Fund	222
		10/9/2023	Graffiti Protective Coatings	18,000.00	Citywide Graffiti Removal- August 2023	CDBG	243
		10/9/2023	Graffiti Protective Coatings	14,964.80	Citywide Graffiti Removal- July 2023	CDBG	243
091350	P	10/9/2023	Myers & Sons Hi-Way Safety Inc.	2,129.24	No parking 2am to 6am/ 2hr parking signs, straps	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/1/2023 Through 10/31/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091351	P	10/9/2023	Hinderliter de Llamas & Assoc.	1,207.31	Contract Services-Sales Tax July-September	General Fund	100
091352	P	10/9/2023	Jerry's Auto Body Inc.	217.75	Auto Work	General Fund	100
091353	P	10/9/2023	Belcher Enterprise, LLC	10,800.00	Crossing Guards September 2023	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091354	P	10/9/2023	Just Printing	138.84	Yard Signs for Winners of Home Decorating	General Fund	100
091355	P	10/9/2023	Metro Transit Services	37,911.12	Public Transportation & Dail-A-Ride Service September 2023	Proposition A Transit Fund	221
091356	P	10/9/2023	Metropolitan Transportation Commission	2,000.00	Annual Subscription Street Saver 11/1/23 to	Proposition C Transit Fund	222
091357	P	10/9/2023	Microix	2,236.25	Microix Annual Software Maintenance and Support 12/8/23-12/7/24	General Fund	100
091358	P	10/9/2023	National League of Cities	2,126.00	NLC Membership Renewal Dues 11/01-23-	General Fund	100
091359	P	10/9/2023	Ok Printing Design & Digital Print	2,250.00	Newsletter - Oct/Nov/Dec/2023	General Fund	100
091360	P	10/9/2023	Phoenix Group Information Systems	7,805.12	August 2023 Citation Processing Fee	General Fund	100
		10/9/2023	Phoenix Group Information Systems	1,452.72	August 2023 Permit Processing Fee	General Fund	100
091361	P	10/9/2023	Quadient Leasing USA, Inc.	970.63	Postage Meter Lease 10/22/23 to 1/21/24	General Fund	100
091362	P	10/9/2023	Roadline Products Inc.	1,276.88	Gas Tax Funds use for Public Works Supplies	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091363	P	10/9/2023	Richards Watson & Gershon	6,110.27	Professional Services- 0001 for August 2023	General Fund	100
		10/9/2023	Richards Watson & Gershon	473.60	Professional Services- 0010 August 2023	General Fund	100
		10/9/2023	Richards Watson & Gershon	2,516.00	Professional Services- 0012 August 2023	General Fund	100
091364	P	10/9/2023	SHERIFF'S DEPT COUNTY OF LOS ANGELES	3,723.42	ELA-Fireworks Special Assignment 7/2/23-	General Fund	100
		10/9/2023	SHERIFF'S DEPT COUNTY OF LOS ANGELES	472,458.28	Municipal Law Enforcement Services -	General Fund	100
		10/9/2023	SHERIFF'S DEPT COUNTY OF LOS ANGELES	8,074.12	Special Assignment ELA- Bike 7/18/23-7/25/23	General Fund	100
091365	P	10/9/2023	U.S. Bank Corporate Payment System	1,896.19	Acct.5074 and 6433 Cred Crd- 9/15/23 stmt	General Fund	100
091366	P	10/9/2023	Van Lant & Fankhanel LLP	18,450.00	City's Final invoice for 2021-22 Audit Services	General Fund	100
091367	P	10/9/2023	Willdan Engineering	5,720.00	City of Maywood-Code Enf August 2023	General Fund	100
091368	P	10/9/2023	Alta Environmental	1,163.93	Professional Services- September 2023	Measure W Safe Clean Water Program Fund	280

City of Maywood
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From 10/1/2023 Through 10/31/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091369	P	10/9/2023	Angelina Martinez	50.00	Planning Commissioner Stipend- Angelina	General Fund	100
091370	P	10/9/2023	Diego Jimenez	50.00	Planning Commissioner Stipend- Diego Jimenez	General Fund	100
091371	P	10/9/2023	Downey Import Cars Inc.	427.25	City's vehicle Maintenance VIN.	General Fund	100
091372	P	10/9/2023	Interwest Consulting Group	425.71	Professional Services Building and Safety Plan-	General Fund	100
091373	P	10/9/2023	L.B. Johnson Hardware #1	163.01	Public Works Supplies	General Fund	100
		10/9/2023	L.B. Johnson Hardware #1	175.19	Vacuum for City Hall	General Fund	100
091374	P	10/9/2023	Los Angeles County Public Works	1,048.05	LA County Public Works sewer work for august	Sewer Enterprise Fund	412
091375	P	10/9/2023	Maywood Car Wash	664.23	Fuel and Car Wash for the City Vehicles- August	General Fund	100
091376	P	10/9/2023	Susan Contreras dba Municipal Waste Solutions	13,418.75	MWS July- Aug 2023 Solid Waste Consulting	Federal / State / County Grants	261
091377	P	10/9/2023	Nationwide Environmental Services	7,537.00	Street Sweeping Services for September	Measure W Safe Clean Water Program Fund	280
091378	P	10/9/2023	North Star Landcare	5,755.75	Landscape Services for the City of Maywood	General Fund	100
		10/9/2023	North Star Landcare	4,075.50	Landscape Services for the City of Maywood	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091379	P	10/9/2023	Phoenix Group Information Systems	10,453.59	July 2023 Citation Processing Fee	General Fund	100
091380	P	10/9/2023	Raul Rodriguez	50.00	Planning Commissioner Stipend- Raul Rodriguez	General Fund	100
091381	P	10/9/2023	Revueltas Landscape Inc	4,500.00	Dodger Dream Field maintenance for August	General Fund	100
091382	P	10/9/2023	SOS PAYGORUND, INC.	3,941.27	Slide repair work at Maywood Park	General Fund	100
091383	P	10/9/2023	Southern California Edison	112.21	700631564216 5317 Atlantic Ave PED 8/15/23-	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091384	P	10/9/2023	United Pumping Service Inc.	1,974.00	United Pumping vacuumed the tote	General Fund	100
091385		10/25/2023	Amazon Capital Services	(33.93)	Credit Office Supplies	General Fund	100
		10/25/2023	Amazon Capital Services	191.16	Flag pole and flag base	General Fund	100
		10/25/2023	Amazon Capital Services	31.74	HR/Risk Management Office Supplies	General Fund	100
		10/25/2023	Amazon Capital Services	122.78	Office Supplies Administration and HR	General Fund	100
091386		10/25/2023	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,575.50	Monthly IT Lease Agreement- October	General Fund	100
		10/25/2023	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	Monthly IT/Assessment- October 2023	General Fund	100
091387		10/25/2023	AppraisalPacific, Inc.	2,575.00	5102 & 5110 District	General Fund	100

City of Maywood
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Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091388		10/25/2023	AT&T	55.23	Emergency Elevator Phone Service- 9/1/23-9/30/23 BAN# 939108	General Fund	100
		10/25/2023	AT&T	27.10	Emergency Elevator Phone Service- 9/10/23-	General Fund	100
091389		10/25/2023	AT & T Long Distance	46.77	Emergency Long Distance Phone Service-	General Fund	100
091390		10/25/2023	Benefit Coordinators Corporation (BCC)	1,565.74	Dental and Vision Benefits for October	General Fund	100
		10/25/2023	Benefit Coordinators Corporation (BCC)	120.98	Dental and Vision Benefits for October	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		10/25/2023	Benefit Coordinators Corporation (BCC)	10.70	Dental and Vision Benefits for October	Proposition A Transit Fund	221
		10/25/2023	Benefit Coordinators Corporation (BCC)	24.91	Dental and Vision Benefits for October	Proposition C Transit Fund	222
		10/25/2023	Benefit Coordinators Corporation (BCC)	12.97	Dental and Vision Benefits for October	Measure R Transit Fund	224
		10/25/2023	Benefit Coordinators Corporation (BCC)	40.77	Dental and Vision Benefits for October	Measure M Transit Fund	225
		10/25/2023	Benefit Coordinators Corporation (BCC)	17.89	Dental and Vision Benefits for October	CDBG	243
		10/25/2023	Benefit Coordinators Corporation (BCC)	3.91	Dental and Vision Benefits for October	Street Lighting Fund	251
		10/25/2023	Benefit Coordinators Corporation (BCC)	15.23	Dental and Vision Benefits for October	Redevelopment Successor Agency Fund	611
091391		10/25/2023	Bordin Semmer LLP	2,099.72	City Claims Legal Expense- Jan.- March	General Fund	100
091392		10/25/2023	Brinks Inc.	63.13	Additional Cash handling Services- 9/1/23-9/30/23	General Fund	100
		10/25/2023	Brinks Inc.	275.92	Cash handling Services- 10/1/23-10/31/23	General Fund	100
091393		10/25/2023	Burke, Williams & Sorensen, LLP	50.25	Legal and Professional Services August 2023	General Fund	100
091394		10/25/2023	Charter Communications Holdings, LLC	625.00	Internet and Phone Service- 10/1/23-	General Fund	100
091395		10/25/2023	CoreLogic Solutions LLC.	150.00	Property Finder Service for September 2023	General Fund	100
091396		10/25/2023	Dapeer, Rosenblit & Litvak, LLP	124.30	Code Enforcement Legal Services- 9/2/22-	General Fund	100
091397		10/25/2023	Dave and Frank Automotive	26.00	VIN#1N4BZ0CP4HC307 470 Nissan Tire Repair	General Fund	100
		10/25/2023	Dave and Frank Automotive	26.00	VIN#1N4BZ0CPHXC308 395 Nissan Tire Repair	General Fund	100
091398		10/25/2023	Dewey Pest Control	289.50	Octobe 2023 Pest Control Service	General Fund	100
091399		10/25/2023	Global Equipment Company Inc.	248.73	Building Repairs	General Fund	100
091400		10/25/2023	Myers & Sons Hi-Way Safety Inc.	808.33	Street Sweeping Signs	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/1/2023 Through 10/31/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091401		10/25/2023	Hinderliter de Llamas & Assoc.	19,000.00	Cannabis Management Program- September	General Fund	100
091402		10/25/2023	Belcher Enterprise, LLC	3,000.00	Crossing Guards October 2-6, 2023	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091403		10/25/2023	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Consultant- 9-	General Fund	100
091404		10/25/2023	L.B. Johnson Hardware #1	74.41	Public Works Supplies	General Fund	100
		10/25/2023	L.B. Johnson Hardware #1	11.76	PVC material for AC unit	General Fund	100
		10/25/2023	L.B. Johnson Hardware #1	(5.44)	Returned PVC material for AC unit	General Fund	100
091405		10/25/2023	LACMTA FILE #54924-0	1,804.80	Metro TAP Cards September 2023	Proposition C Transit Fund	222
091406		10/25/2023	Los Angeles County Fire Department	1,364.00	LACo/CUPA#AR001352 3 Hazardous	General Fund	100
091407		10/25/2023	LOST WEST	29,995.00	Invoice for COM-PO2223- 451 Lost West	Federal / State / County Grants	261
091408		10/25/2023	MV Cheng & Associates Inc.	5,643.75	Sr Acct/Acct Tech Consult Services-	General Fund	100
091409		10/25/2023	North Star Landcare	120.00	Tree Maintenance Services for the City of	General Fund	100
		10/25/2023	North Star Landcare	19,613.00	Tree Maintenance Services for the City of	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091410		10/25/2023	QDoxs	134.00	Contract Base Rate charge for 10/1/23 to	General Fund	100
091411		10/25/2023	Richards Watson & Gershon	4,600.02	Professional Services- 0001 for September	General Fund	100
		10/25/2023	Richards Watson & Gershon	8,943.02	Professional Services- 0010 September 2023	General Fund	100
		10/25/2023	Richards Watson & Gershon	3,730.00	Professional Services- 0012 September 2023	General Fund	100
091412		10/25/2023	SHERIFF'S DEPT COUNTY OF LOS ANGELES	472,458.28	LA County Sheriff's- Municipal Law	General Fund	100
091413		10/25/2023	Southern California Edison	42.44	700608908147 5916 King Ave/5913 Mayflower ave- 9/7/23-10/5/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		10/25/2023	Southern California Edison	32.75	700631564216 5317 Atlantic Ave PED 9/14/23-	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091414		10/25/2023	Sparkletts Drinking Water Corp	183.35	City Hall Drinking Water for Staff Bill September	General Fund	100
091415		10/25/2023	T-MOBILE	434.26	Cell Phone Services from 8/24/23-9/23/23	General Fund	100
091416		10/25/2023	The Gas Company	24.79	4317 Slauson Ave. 09/06/23-10/06/23	General Fund	100
		10/25/2023	The Gas Company	24.84	4319 Slauson Ave. City Hall -09/06/23-10/06/23	General Fund	100
		10/25/2023	The Gas Company	22.99	Lybrary 4319 Slauson Ave. 09/06/23-10/06/23	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/1/2023 Through 10/31/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091418		10/25/2023	Transtech Engineers Inc	390.00	20846 Maywood City Engineering Services- Auguts 2023	General Fund	100
		10/25/2023	Transtech Engineers Inc	7,370.00	20919 May PW Encroachment Permit	General Fund	100
		10/25/2023	Transtech Engineers Inc	880.00	210065 May Baseball Field Improvements-	General Fund	100
		10/25/2023	Transtech Engineers Inc	156.00	210150 May Encroachment Permit	General Fund	100
		10/25/2023	Transtech Engineers Inc	8,058.00	210792 May Building and Safety Staff Serv- August	General Fund	100
		10/25/2023	Transtech Engineers Inc	745.00	230353 MAY Successor Agency District Building Demolition CMC	General Fund	100
		10/25/2023	Transtech Engineers Inc	702.00	230687 MAY I-710 Task Force Investment Plan-	General Fund	100
		10/25/2023	Transtech Engineers Inc	3,269.50	230846 MAY City hall & Sheriff Reroofing Project	General Fund	100
		10/25/2023	Transtech Engineers Inc	624.00	230901 MAY LS 4010-4020 Slauson PC-	General Fund	100
		10/25/2023	Transtech Engineers Inc	188.00	230932 MAY PIXLEY POCKET PARK IMPROVEMENTS-	General Fund	100
		10/25/2023	Transtech Engineers Inc	193.50	231018 MAY 3750 E 58TH ST EGRESS EASEMENT PW PC-	General Fund	100
		10/25/2023	Transtech Engineers Inc	1,316.00	20901 May CIP Slauson Ave. Corridor IMP	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		10/25/2023	Transtech Engineers Inc	564.00	230434 May HSIP Cycle 11 Improvements PE Phase- August 2023	Measure R Transit Fund	224
		10/25/2023	Transtech Engineers Inc	34,910.50	230834 May FY22-23 Pavement Rehabilitation	Measure R Transit Fund	224
		10/25/2023	Transtech Engineers Inc	4,090.00	230836 May Sidewalk-Curb Ramp ADA IMP CDBG FY22-23 CMCI-	CDBG	243
		10/25/2023	Transtech Engineers Inc	2,592.00	230628 May Clean California Grant Design Phase- August 2023	Federal / State / County Grants	261
		10/25/2023	Transtech Engineers Inc	1,034.00	210795 MAY Sewer Improvements 52nd St and other locations- A	Sewer Enterprise Fund	412
091419		10/25/2023	ULINE INC.	1,162.89	Message Center Board for Pixley Park Event	General Fund	100
091420		10/25/2023	United States Conference of Mayors	2,191.00	United States Conference of Mayors CY2024 Calendar Yr.	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/1/2023 Through 10/31/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091421		10/25/2023	Xerox Financial Services	<u>589.12</u>	Xerox Copier Lease Payments- 9/30/23-	General Fund	100
Report Total				<u>1,548,062.36</u>			

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: October 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: RESOLUTION NO. 6323 AUTHORIZING THE TERMINATION OF THE ECO-RAPID TRANSIT (ERT) AND ALLOW GATEWAY COUNCIL OF GOVERNMENTS TO TAKE ON THE ADVOCACY

RECOMMENDATION:

It is staff's recommendation that the City Council adopt Resolution No. 6323, which authorizes its Eco-Rapid Transit (ERT) representative to vote to terminate ERT and directs the City Manager and staff to take all necessary actions to complete the City's withdrawal from ERT.

BACKGROUND:

ERT, formally known as Orangeline Development Authority, is a Joint Powers Authority formed in 2003 to pursue development of a transit system along the Gateway Cities Corridor that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The City became a member of the ERT on December 10, 2002, upon execution of Resolution No. 2002-5023.

Although it is customary that member agencies of ERT appoint a City Council Member to serve on the Board, the Board meeting date and time conflicted with the scheduled City Council meetings. Therefore, on March 27, 2019, the City Council directed staff to poll the Planning Commissioners if they were willing to serve on the Eco-Rapid Transit Board to represent the City, and staff received interest from the majority of its members. Most recently, the City Council approved to appoint Planning Commissioners Angelina Martinez as the delegate and Raul Rodriguez as the alternate to serve on the ERT Board of Directors.

DISCUSSION:

In part due to ERT's advocacy, L.A. Metro has resolved to develop the West Santa Ana Branch Transit Corridor project – a light rail transit line that will connect southeast L.A. County to downtown Los Angeles. Therefore, ERT has served its purpose. During ERT's July 12, 2023, Regular Meeting, the ERT Board of Directors approved an annual budget through Resolution No. 2023-05, with the intention of restructuring the agency by December 31, 2023. The ERT Board of Directors unanimously voted in support of a formal termination of the Joint Powers Authority on September 13, 2023, and directed their staff to proceed with necessary steps (see attached ERT Board report dated 9/13/2023 and draft meeting minutes). The ERT General Counsel's Office prepared a template resolution for every member agency to formally adopt the resolution or something similar before voting to terminate at their last ERT Board Meeting on November 8, 2023.

If the resolution is approved, the City authorizes Delegate Angelina Martinez or Alternate Raul Rodriguez to vote to terminate ERT and directs the City Manager and staff to take all necessary actions to complete the City's withdrawal from ERT, including paying any amounts owed to ERT as final membership dues.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The attached resolution directs the City Manager and staff to take all needed actions to complete the City's withdrawal from ERT, including paying any amounts owed to ERT as final membership dues. Upon the termination of ERT, the City of Maywood will save approximately \$3,000 a year.

ATTACHMENT(S)

1. Resolution No. 6323 Authorize Eco-Rapid Transit JPA to Dissolve
2. Resolution No. 2002-5023 City of Maywood Entry into the Orangeline Development Authority
3. ERT Board Report 091323
4. ERT Board Meeting Minutes 091323

RESOLUTION NO. 6323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, AUTHORIZING THE TERMINATION OF THE ECO-RAPID TRANSIT, FORMALLY KNOWN AS THE ORANGELINE DEVELOPMENT AUTHORITY

WHEREAS, Eco-Rapid Transit (“ERT”), formally known as Orangeline Development Authority, is a Joint Powers Authority formed in 2003 to pursue development of a transit system along the Gateway Cities Corridor that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient; and

WHEREAS, the City of Maywood has been a member of ERT since December 10, 2022; and

WHEREAS, City of Maywood has chosen Angelina Martinez (delegate) and Raul Rodriguez (alternate) to serve on the ERT Board of Directors as its representatives; and

WHEREAS, in part due to ERT’s advocacy, Los Angeles County Metropolitan Transportation Authority (“LA Metro”) has resolved to develop the West Santa Ana Branch Transit Corridor (“WSAB”) project – a light rail transit line that will connect southeast LA County to downtown Los Angeles; and

WHEREAS, ERT has therefore served its purpose; and

WHEREAS, during ERT’s July 12, 2023, Regular Meeting, the ERT Board of Directors approved an annual budget through Resolution No. 2023-05, with the intention of restructuring the agency by December 31, 2023; and

WHEREAS, during ERT’s September 13, 2023, Regular Meeting, the ERT Board of Directors authorized ERT Executive Director and ERT General Counsel’s Office to take steps to terminate ERT subject to final Board approval; and

WHEREAS, under Section 3.2(i) of the ERT Joint Powers Agreement, ERT may terminate upon the unanimous vote of its Members; and

WHEREAS, under Section 3.2(a)(7) of the ERT Joint Powers Agreement, any debts of ERT are its own debts, not debts of its members, including City of Maywood;

WHEREAS, the ERT Board of Directors desires to terminate ERT.

NOW, THEREFORE, BE IT RESOLVED that the City of Maywood hereby:

1. Authorizes its ERT representative to vote to terminate ERT under Section 3.2(i) of the ERT Joint Powers Agreement.
2. Directs the City Manager and staff to take all necessary actions to complete the City of Maywood’s withdrawal from ERT, including paying any amounts owed to ERT as final membership dues.

[signatures on the following page]

PASSED, APPROVED AND ADOPTED THIS 25th day of October 2023.

Frank Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Brian E. Juarez, City Clerk

Roxanne Diaz, City Attorney

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

I, Brian E. Juarez, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6323 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 25th day of October 2023 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

RESOLUTION NO. 2002-5023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD SUPPORTING ENTRY INTO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE FORMATION OF THE ORANGELINE DEVELOPMENT AUTHORITY TO FACILITATE FURTHER STUDY OF THE PROPOSED ORANGELINE.

THE CITY COUNCIL OF MAYWOOD DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, on April 11, 2002, Southern California Association of Governments and Gateway Cities Council of Governments published a Feasibility Study for the OrangeLine, a proposed maglev (magnetic levitation) train line that would run from Downtown Los Angeles through the southeast portion of Los Angeles County and into Orange County; and

WHEREAS, after a preliminary review of the proposed route and station alternatives, the Feasibility Study concluded that the development of a maglev train line along the former Pacific Electric, MTA-owned, right-of-way is indeed feasible and that further study is warranted; and

WHEREAS, the proposed maglev train line can bring about development that will help to revitalize and stimulate economic growth in the region as well as mitigate the region's traffic congestion and housing shortage; and

WHEREAS, forming a joint powers authority for the development of a regional transit line along the former Pacific Electric right-of-way is consistent with the Maywood General Plan policy of proactively participating in local and regional transit demand management planning and implementation activities; and

WHEREAS, a joint powers authority will allow for the equal participation of all involved parties such that individual public agencies act together as one regional voice; and

WHEREAS, the joint powers authority will be called the OrangeLine Development Authority; and

WHEREAS, as a Member of the OrangeLine Development Authority, the City of Maywood will be authorized and empowered to plan, finance, acquire and construct transportation facilities and issue bonds to provide the funds for the OrangeLine project;

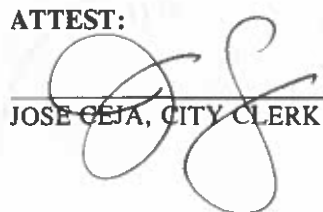
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Maywood does hereby find, determine and support that the City of Maywood enter into the Joint Exercise of Powers Agreement for the formation of the OrangeLine Development Authority, form and content to be negotiated by staff based on direction given by the City Council.

PASSED, APPROVED, AND ADOPTED this 10th day of December, 2002.



MAYOR SAMUEL A. PENA

ATTEST:



JOSE GEJA, CITY CLERK



Connecting its cities via environmentally effective rapid transit

Eco-Rapid Transit, formally known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

County of Los Angeles
Hon. Janice Hahn
Supervisor, Forth District

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell

City of Bell Gardens

City of Cerritos
Hon. Bruce Borrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Glendale

City of Huntington Park
Hon. Karina Macias
Secretary of the Board

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

**Burbank-Glendale-Pasadena
Airport Authority**
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio

Internal Auditor

AGENDA REPORT

TO: Members of Eco-Rapid Transit Board of Directors

FROM: Eric C. Shen, Executive Director 

DATE: September 13, 2023

SUBJECT: **ITEM 9: Update on the Authority's Restructuring Progress**

Public comments on items on the agenda will be taken at the time the item is called and are limited to 3 minutes per speaker.

RECOMMENDATION

Authorize Executive Director and General Counsel's Office to take steps to terminate Eco-Rapid Transit subject to final Board approval.

ISSUES

Staff are seeking the Board's authorization to take steps, including all debts are paid off and past audits are completed, to terminate Eco-Rapid, subject to final Board approval.

BACKGROUND

At its July 2023 meeting, the Board approved a limited operating budget for FY2023-24 through December 31, 2023 and directed staff to explore restructuring options with Gateway Cities Council of Governments (GCCOG).

On August 9, 2023, ERT Executive Director, Eric Shen, held a formal meeting with Mr. Hector De La Torre, GCCOG Executive Director and Ms. Marisa Perez GCCOG Executive Deputy. The meeting was also guided by Ms. Ivy Tsai, GCCOG General Counsel and Mr. Matthew Summers, ERT General Counsel. At the conclusion of the meeting, Mr. De La Torre agreed to present a proposal to GCCOG's Governing Board for creating a new committee that will continue advocating for the WSAB Project at policy level. In concept, the new committee would be open to jurisdictions within GCCOG and situated along the new transit corridor, most of them are current ERT members. Ms. Perez will provide additional details of the new committee at the ERT Board meeting on September 13 and with the WSAB City Managers Technical Advisory Committee on September 14, 2023.

The new GCCOG committee could be in operation by early 2024. Other than the City of Glendale and the Burbank Airport Authority, the current Eco-Rapid Transit members within GCCOG region will be eligible to join the new committee.



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City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Glendale

City of Huntington Park
Hon. Karina Macias
Secretary of the Board

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

**Burbank-Glendale-Pasadena
Airport Authority**
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio

Internal Auditor

While the current Eco-Rapid Transit Board may consider keeping the current joint powers authority in an inactive state after December 31, 2023, the Board would need to consider the regulatory compliance and associated costs. In the proposed GCCOG Corridor Cities Committee concept, Mr. Da La Torre has clearly stated that GCCOG does not have the resources to administer the inactive Eco-Rapid Transit.

In the interest of accountability, the Board is advised to contemplate the formal termination of the joint powers authority rather than maintaining it in an inactive state. Should the Board consider and approve staff's recommendation, staff will begin taking steps to terminate Eco-Rapid Transit as a joint powers authority, subject to final Board approval.

ERT BOD 20230913 09 UPDATE ON ERT RESTRUCTURING

DRAFT

MINUTES OF THE REGULAR MEETING OF ECO-RAPID TRANSIT/ORANGELINE DEVELOPMENT AUTHORITY September 13, 2023 In-Person Meeting

CALL TO ORDER

Chair Taj called the meeting to order at 6:07 PM Pacific Daylight Time. A quorum (7 voting members out of 12 filled seats) was reached; thus, action items were taken by the Board.

PLEDGE OF ALLEGIANCE

Vice Mayor Annette Delgadillo (Paramount) led the assembly in the flag salute.

ROLL CALL AND INTRODUCTION OF ATTENDEES

Voting Board of Directors were present (listed by agency and position on the Board):

1. City of Artesia – Hon. Ali Sajjad Taj, Chair
2. City of Bell – Ms. Daisy Castillo (Alternate)
3. City of Bell Gardens – Hon. Marco Barcena
4. City of Cerritos – Hon. Bruce Barrows, Director
5. City of Cudahy – Hon. Jose R. Gonzalez, Vice Chair
6. City of Huntington Park – Hon. Karina Macias, Director
7. City of Maywood - Ms. Angelina Martinez, Director
8. City of Paramount – Hon. Annette Delgadillo (Alternate)
9. City of South Gate – Hon. Maria Davila, Director
10. County of Los Angeles Supervisor Hahn’s Office – Ms. Viviana Gomez (Alternate)

Eco-Rapid Transit Staff:

11. Eric Shen, Executive Director
12. Thais Alves, Assistant General Counsel
13. Kathryn Morrison, Administrative Services Manager

Guest Presenter:

14. Ms. Marisa Perez, Gateway Cities COG

PUBLIC COMMENTS

No written public comments were received prior to the meeting. No additional public comments were received during the meeting.

ITEM 5 – CONSENT CALENDAR

No written public comments were received prior to the meeting. No additional public comments were received during the meeting.

- a) **Approval of Meeting Minutes of July 12, 2023**
- b) **Treasurer's Report for the months of July and August 2023, and Warrant Registers dated August 9, 2023, and September 13, 2023**

MOTION: Director Macias (Huntington Park) moved to approve the Consent Calendar. Alternate Director Gomez (LAC) seconded the motion. The Item was approved unanimously by roll call vote.

Director Davila (South Gate), Alternate Director Delgadillo (Paramount), Director Barcena (Bell Gardens) abstained from voting on 5(a) because they weren't at the meeting.

ITEM 6 – UPDATE ON THE CREATION OF THE WSAB CORRIDOR CITIES COMMITTEE BY GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG)

Recommended Actions: Receive and File

No written public comments were received prior to the meeting. No additional public comments were received during the meeting.

Executive Director Shen introduced Ms. Marisa Perez of the Gateway Cities Council of Governments (GCCOG) to provide an update on the proposed West Santa Ana Branch Corridor Cities Committee.

Ms. Perez introduced herself to the Board. In addition to working on transportation issues for the COG, she also staffs Fernando Dutra, Metro Board representative of Gateway Cities. Transit priorities under them include WSAB Project and the Eastside Transit Corridor Phase 2.

Initial internal discussions were held with the COG steering committee, city managers, and the WSAB City Manager's TAC. The recommended initial action is for the COG to establish the WSAB Corridor Cities Committee, assuming participation and member dues from current member cities of Eco-Rapid Transit. The first phase, January 1st 2024- June 30th 2024, would be used to establish the committee. January and April meetings to be held on zoom from 6:00 to 7:30PM will be held. Administrative support during this period donated by the COG to amount to 23,000. The current JPA will cease its normal operations after December 31, 2023 and no liabilities will be transferred to the COG.

The goal of the Committee would be to focus on the planning, advocacy, and construction of the WSAB Project. The committee to meet virtually for the first 6 months, then meet regularly to provide policy guidance and direction. Committee members will be expected to attend Metro's general briefings on the Gateway Cities, partner with Metro, and provide policy guidance.

The second phase to begin July 1st 2024-June 30th 2025. Bi-monthly meetings to be staffed according to the Brown Act. Member cities to pay a flat fee between 10,000-17,000 for this period. In regard to the amount, the Caltrans Grant requires a local cash grant match. Further discussions with Metro will be held to use as a local match for the Caltrans Grant. Member dues to cover administrative and accounting expenses, meeting stipends capped at 700 per member per year, and reimbursements up to 2,600 for members' trips to Sacramento and DC. The COG will also support the previous rebranding efforts of ERT.

The meeting was opened to questions from the Board.

Director Davila (South Gate) expressed the importance of ERT and the proposed Committee's missions to advance advocacy on behalf of the WSAB Project.

Director Martinez (Maywood) asked for clarification if new representative members for each city will be appointed to the new Committee. Ms. Perez replied that representative member appointment will be decided upon by each city.

Executive Director Shen informed the Board that based on discussion with GCCOG, future members of the new Committee will work with GCCOG to develop the by-law charter. For example, the new Committee by-law could permit non-elected individuals to represent their cities/agencies.

Chair Taj (Artesia) asked if there was an official name for the Committee. Ms. Perez replied that the Committee would be named the West Santa Ana Branch (WSAB) Corridor Cities Committee for now. It may be changed when the project name is changed after the rebranding process.

Chair Taj (Artesia) inquiries for a more specific timeline. Following the Metro Board approval of the EIS in March 2024, the request for Record of Decision from the FTA will be submitted. State funding sources will also be discussed during the Phase 1 time.

No further comments were made by the Board. The Item was received and filed.

ITEM 7 – UPDATE ON THE WSAB PROJECT RENAMING COMMUNITY OUTREACH ACTIVITIES BY LOS ANGELES METRO

Recommended Actions: Receive and File

No written public comments were received prior to the meeting. No additional public comments were received during the meeting.

Executive Director Shen proceeded with a verbal report. With support of GCCOG and Supervisor Hanh's Office, the Metro team has been promoting rebranding opportunities, which will come to an end on September 29, 2023. Metro will form a review consisting of five members and has requested a member representative from the ERT Board. Review will be held in early October to be narrowed to ten names. Metro's marketing to narrow the list to five names, then the public will vote on a name in November.

Ms. Perez shared the first WSAB Project newsletter to the Board. Highlights include the First/Last Mile planning, public action initiatives, and updates on entries for name rebranding. She asked that the Board keep participating with Metro's efforts, stay engaged, and promote community engagement.

Director Martinez (Maywood) expressed her alignment with Metro's public engagement and efforts to advance the Project.

No further comments were made by the Board. The Item was received and filed.

The Board unanimously appointed Director Davila (South Gate) to represent ERT on the WSAB Renaming Selection Panel.

ITEM 8 – AUTHORIZATION TO TRANSFER TWO OUTSIDE FUNDED ITEMS FROM THE AUTHORITY TO GCCOG

Recommended Actions: Authorize Executive Director to work with Los Angeles Metro and Caltrans to transfer grant-funded project/program to GCCOG.

No written public comments were received prior to the meeting. No additional public comments were received during the meeting.

Executive Director Shen proceeded with a verbal report. Grant-funded project through Metro and Caltrans must be resolved with restructuring. The first option is to transfer either or both grants to another agency. The second option to de-obligate either or both funds with the granting agency. Staff recommended the Board to approve the official notification to Metro to reallocate \$130,000 in funding from ERT to GCCOG and to redirect \$504,000 from the Sustainable Cities Grant to GCCOG.

MOTION: Director Barrows (Cerritos) moved to approve Item. Vice Chair Gonzalez (Cudahy) seconded the motion. The Item was approved unanimously by roll call vote.

ITEM 9 – UPDATE ON THE AUTHORITY’S RESTRUCTURING PROGRESS

Recommended Actions: Authorize Executive Director and General Counsel’s Office to take steps to terminate Eco-Rapid Transit subject final Board approval.

No written public comments were received prior to the meeting. No additional public comments were received during the meeting.

Executive Director Shen proceeded with a verbal report, in addition to previous updates provided by Ms. Perez on Item 6 discussions. Organizational options first include to keep the current JPA inactive following December 31, 2023. Under this option, GCCOG would not have the resources to administer the inactive JPA, and regulatory compliance and associated costs would be associated. The second option is to formally terminate the JPA. Staff recommend the Board to approve the Executive Director to take formal steps to terminate the JPA.

Director Martinez (Maywood) asked for clarification on the first option to keep the JPA inactive. Executive Director Shen provided that the JPA would remain a separate entity from the new Committee, with no association between the two entities.

MOTION: Director Barrows (Cerritos) moved to approve Item. Vice Chair Gonzalez (Cudahy) seconded the motion. The Item was approved unanimously by roll call vote.

ITEM 10 – EXECUTIVE DIRECTOR’S VERBAL REPORT

Executive Director Shen reminded the Board the importance of attending the meeting on November 8th for final vote by the Board. He thanked the Board for previously providing clear direction for the future of the WSAB Project. He also recognized the significant amount of the previous work the ERT has done.

ERT is continuing to receive final additional member dues and is proceeding with auditing activities. Should there be remaining balances, member cities will receive refunds proportionally. Additionally, South Gate will issue checks based on remaining balances.

Executive Director Shen reminded the Board that the next and last regular Board of Directors meeting will be held on November 8, 2023 at 6pm. All Board members are strongly encouraged to attend and celebrate the conclusion of the Authority.

ITEM 11 – CHAIR’S COMMENTS

Chair Taj gave a special thanks to Director Davila (South Gate) and Director Barrows (Cerritos) for the hard work that they have done to advance the Project.

Chair Taj thanked the Board for their presence and participation. Next meeting to be held in person on Wednesday November 8, 2023 at the Gateway Cities Council of Governments Clearwater Building in Paramount at 6:00 pm.

ITEM 12 – ANNOUNCEMENTS/BOARD OF DIRECTORS COMMENTS

Director Aguayo (Paramount) thanked Staff and Board members for all of their work at ERT.

Director Macias (Huntington Park) also thanks Staff for their work and asked future direction to keep in mind the representation of small cities.

Director Barrows (Cerritos) remarked on his time at ERT and his positive attitude towards the transition to GCCOG. He also reminded the Board of the importance of attendance and active participation.

ITEM 13 – ADJOURNMENT

The Board Meeting was adjourned at 7:40 pm Pacific Daylight Time.

Attest:

Secretary

Approved:

Chair

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: October 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 23-11, AN ORDINANCE OF THE CITY OF MAYWOOD AMENDING IN ITS ENTIRETY CHAPTER 17 OF TITLE 8 OF THE MAYWOOD MUNICIPAL CODE REGARDING TENANT PROTECTIONS

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 23-11 to amend in its entirety Chapter 17 of Title 8 of the Maywood Municipal Code regarding tenant protections.

BACKGROUND:

On September 27, 2023, the City Council introduced Ordinance No. 23-11 for first reading. Ordinance No. 23-11 would amend Chapter 17 of Title 8 of the Maywood Municipal Code regarding tenant protections in the City of Maywood.

DISCUSSION:

Ordinance No. 23-11 amends the current tenant protections sections within the Maywood Municipal Code. This ordinance follows the previously adopted urgency ordinances related to evictions and subsequently prohibits certain tenant evictions in the City of Maywood. City Council directed staff to return with a draft ordinance related to tenant protections, which addresses the issues of substantial remodels but also includes provisions regarding retaliatory eviction, just cause and no-fault just cause evictions, relocation assistance, protection over temporary untenable conditions, and anti-harassment provisions.

LEGAL REVIEW:

The City Attorney wrote this report.

FISCAL IMPACT:

The fiscal impact related to the implementation of the proposed Ordinance is being evaluated by staff at this time.

ATTACHMENT(S)

1. Ordinance No. 23-11 Amending in its Entirety Chapter 17 of Title 8 of the Municipal Code Regarding Tenant Protections

ORDINANCE NO. 23-11

AT ORDINANCE OF THE CITY OF MAYWOOD AMENDING IN ITS ENTIRETY CHAPTER 17 OF TITLE 8 OF THE MAYWOOD MUNICIPAL CODE REGARDING TENANT PROTECTIONS

THE CITY COUNCIL OF THE CITY OF MAYWOOD HEREBY ORDAINS AS FOLLOWS:

Section 1. Chapter 17 of Title 8 of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

Chapter 17. Tenant Protections.

8.17.010. Findings and Purpose.

In accordance with California Civil Code Section 1946.2(g)(1)(B), the City Council finds the provisions of this Chapter 17, regulating, among other things, just cause terminations of tenancies are more protective than California Civil Code Section 1946.2 for the following reasons: (i) The just cause for termination of a residential tenancy under this Chapter is consistent with California Civil Code § 1946.2; and (ii) This Chapter provides additional tenant protections that are not prohibited by any other provisions of applicable law.

8.17.020 Applicability. This Chapter shall apply to all Rental Units within the City, unless otherwise exempt pursuant to the provisions of Chapter 21 of Title 8 of this Code or State or federal law. This Chapter shall be known as the “Tenant Protection Ordinance.”

8.17.030. Definitions

A. “Administrative Procedures, Regulations and Guidelines” means the administrative procedures, regulations and guidelines adopted by the City Manager pursuant to Section 8.17.150 of this Chapter.

B. “Buyout agreement” means a written agreement between a landlord and a tenant as provided in Section 8.17.090 by which a tenant, typically in consideration for monetary payment, agrees to vacate a rental unit.

B. “City” means the city of Maywood.

C. “Code” means the city of Maywood Municipal Code.

D. “Department” means the Building and Planning Department or other department designated by the City Manager to administer the provisions of this Chapter.

- E. "Director" means the Director of Building and Planning or designee.
- F. "Ellis Act" means California Government Code Sections 7060 through 7060.7.
- G. "Housing Services" means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of Tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building or residential complex in which a Rental Unit is contained.
- H. "Landlord" means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing.
- I. "Landlord's Family Member" means a spouse, brother, sister, children, grandchildren, parents, or grandparents of a landlord, provided the is a natural person whose name is on the title of the property and not a corporation or partnership. A natural person is required to have at least fifty-one percent (51%) ownership in the rental property.
- J. "Rent" means the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit, including Tenant's access to and use of housing services. "Rent" includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. "Rent" does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to Chapter 20 (Rental Stabilization) of Title 8 of this Code.
- K. "Rental Agreement" means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related housing services.
- L. "Rental Complex" means one or more buildings used in whole or in part for residential purposes, located on a single lot, contiguous lots, or lots separated only by a street or alley.
- L. "Rental Unit" means any dwelling unit, as defined under California Civil Code Section 1940(c), located in the City and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including, and accessory dwelling units.

M. "Tenancy" means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.

N. "Tenant" means a Tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement, to the use or occupancy of any Rental Unit.

8.17.040 Termination of Tenancy

A. No landlord shall terminate a tenancy of an occupied rental unit if at least one tenant has continuously and lawfully occupied the rental unit for 12 months or more unless the landlord can demonstrate either a Just-Cause or No-Fault Just Cause termination.

B. When terminating a tenancy either Just Cause or No-Fault Just Cause, a landlord must comply with all of the following:

1. The landlord must serve a written notice to the tenant in accordance with California Civil Code Sections 1946 and 1946.5 that states the landlord will terminate the tenancy, indicates at least one for-cause or no-fault reason for termination in reasonable detail, and includes any other information required by federal or state law; and

2. The landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the rental unit beyond the term of the terminated tenancy in compliance with California Civil Code Sections 1945 through 1946.5; and

3. The landlord qualifies the termination as Just Cause or No-Fault Just Cause, as specified in this section; and

4. If the termination is a No-Fault Just Cause termination, the landlord has provided the tenant with the notice of relocation assistance required by Maywood Municipal Section 8.17.080; and

5. The landlord has submitted to the Department, within five days after service of the notice of termination on the tenant, a true and accurate copy of the landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the tenant. The landlord shall maintain proof of service to the department as evidence that the landlord has complied with this section.

8.17.050. Just Cause Termination of Tenancy

A. If a landlord can show any of the following circumstances with respect to a termination of tenancy in a rental unit, the termination qualifies as a Just Cause termination.

1. Failure to Pay Rent. Tenant failed to pay rent within three days of written notice being served on tenant by landlord demanding payment as provided in paragraph (2) of California Code of Civil Procedure Section 1161.

2. Violation of Material Term of Rental Agreement. Tenant violated a Material Term of the rental agreement as provided in California Code of Civil Procedure Section 1161(3), after receiving written notice to cease, and did not cure such violation within ten (10) days after receiving written notice from the landlord of such violation.

3. Waste. A tenant committed waste as described in California Code of Civil Procedure Section 1161(4).

4. Nuisance or Illegal Purpose. Tenant has maintained, committed, or permitted the maintenance or commission of a nuisance at the Rental Unit or used the Rental Unit for an illegal purpose as provided in California Code of Civil Procedure Section 1161(4) including:

a. Any crime or act of violence committed by a tenant of a rental unit which involves use of a gun or a deadly weapon, or inflicts serious bodily injury and for which a police report has been filed; or

b. Any threat of violent crime or violence, which includes any statement made by a tenant, or at the tenant's request, by the tenant's agent, to any person who is on the property where the rental unit is located, threatening to commit a crime or violence which will result in death or serious bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is unequivocal, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety; or

c. Tenant has created or is maintaining a dangerous condition or an unsanitary condition that endangers health, safety and welfare or physically damages the Rental Unit beyond normal wear and tear and that condition has not been promptly abated or repaired after written notice to the tenant from the landlord and the passage of a reasonable cure period.

It shall be an affirmative defense to an action for possession of a rental unit under this Section 8.17.050(A)(4) if a court determines that: (i) the tenant or the tenant's household

member is a victim of an act or acts that constitute domestic violence or sexual assault or stalking; and (ii) the Notice of Termination is substantially based upon the act or acts constituting domestic violence or sexual assault or stalking against the tenant or a tenant's household member, including but not limited to an action for possession based on complaints of noise, disturbances, or repeated presence of police.

5. Failure to Sign Substantially Similar Lease. The tenant has refused to execute a written extension or renewal of a rental agreement upon expiration of a prior rental agreement, after written request or demand from the landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written rental agreement, and is consistent with federal, state, and local laws. For purposes of this subsection, the landlord's written request or demand must be received no later than 60 days before final day of tenancy of the prior rental agreement.

6. Assignment or Subletting in Violation of Lease. The tenant has assigned or sublet the rental unit in violation of the rental agreement, as provided in California Code of Civil Procedure Section 1161(4). Notwithstanding any contrary provision in this section, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the rental unit if all the following requirements are met:

(a) The tenant requests permission from the owner in writing to sublease the rental unit;

(b) The tenant continues to reside in the rental unit as their primary residence;

(c) The sublease replaces one or more departed tenants under the lease on a one-for-one basis; and

(d) The landlord fails to respond to the tenant in writing within forty-five (45) days of the receipt of the tenant's written request. If the landlord fails to respond to the tenant's written request, the request shall be deemed approved by the landlord if the lease is for a period of one year or less. A landlord's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a residential real property exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code or successor provision.

7. Refuse Access. Tenant's refusal, after landlord has provided a written request, to allow the Landlord reasonable access to the rental unit for the purpose of making necessary repairs or improvements in accordance with California Civil Code Sections 1101.5 and 1954 and California Health and Safety Code Sections 13113.7 and 17926.1.

8. Failure to Vacate After Termination of Employment. Tenant was employed by the landlord to serve as a resident manager or other employee, was provided with the rental unit as part of or as a condition of the employment and the employment has

been terminated. This provision shall not apply to any tenant whose tenancy in the building or complex housing the rental unit commenced prior to assuming managerial responsibilities or whose status as a tenant commenced prior to their status as a resident manager.

9. Failure to Vacate After Termination of Lease. When the Tenant fails to deliver possession of the rental unit after: (a) providing the landlord written notice as provided in Civil Code Section 1946 of the tenant's intention to terminate a lease; or (b) making a written offer to surrender, that is accepted in writing by the landlord, but the time specified in that written notice as described in Code of Civil Procedure Section 1161(5) has expired.

10. Criminal activity by the tenant on the rental unit, including any common areas, or any criminal activity or criminal threat, as defined in Section 422(a) of the California Penal Code, on or off the rental unit, that is directed at any landlord or agent of the landlord of the rental unit. Further, at-fault just cause eviction of a tenant under this provision shall only apply to that tenant who committed the criminal activity described herein. If a tenant is acquitted or found not guilty of the charges giving rise to eviction, or if charges are not filed against the tenant within the applicable statute of limitations period, the tenant shall be offered the right to restore the tenancy only if the same rental unit is available.

8.17.060. No-Fault Just Cause Eviction

A. If a landlord can show any of the following circumstances with respect to a termination of tenancy in a rental unit, the termination qualifies as a No-Fault termination.

1. A landlord seeks in good faith to recover possession in order to imminently: (a) demolish the rental unit; or (b) withdraw the rental unit permanently from rental housing use pursuant to the Ellis Act and other applicable state laws. In the case of any amendment to the Ellis Act, or any other provision of State law which amendment is inconsistent with this paragraph, this paragraph shall be deemed to be amended to be consistent with State law, and to the extent it cannot be so amended shall be interpreted to be effective as previously adopted to the maximum extent possible.

2. A landlord seeks in good faith to recover possession of a rental unit for the use and occupancy by landlord or landlord's family member as the principal residence only once for that person for each rental complex of the Landlord. Said rental unit must be occupied as the principal residence within 90 days of the tenant household vacating the rental unit, and the rental unit must continue to be occupied as the principal residence of landlord or landlord's family member for at least three years, as affirmed by the Landlord in a written affidavit submitted to the City.

a. A landlord must provide the tenant 60 days' written notice that the landlord intends to terminate the tenancy pursuant to this subsection.

b. Owner-Occupancy Disclosure.

i. Not less than 60 days prior to the final date of the tenancy, in addition to any notice required by California Civil Code Section 827, the landlord must disclose to the department the name(s) of the eligible individual(s) who will occupy the rental unit, and the relationship of said individual(s) to the landlord. The information shall be provided on a form approved by the City and under penalty of perjury.

ii. The department may contact landlord during the three-year occupancy time frame to confirm that the landlord or landlord's family member resides in the recovered rental unit(s), and may obtain written verification of residency, signed by the landlord under penalty of perjury.

c. A landlord may not terminate a tenancy under this section if any of the following apply, unless the landlord or landlord's family member who will reside in the dwelling unit is similarly situated as the tenant or tenant's household members who are being displaced:

i. Any tenant in the rental unit has continuously resided in the rental unit for at least five years, and a member of tenant's household is either: (A) 60 years of age or older; or (B) disabled as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code;

ii. Any tenant in the rental unit is terminally ill as certified by a treating physician licensed to practice in the state of California; or

iii. Any tenant in the rental unit is a low-income tenant (low-income tenant means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5).

d. The Landlord may only recover possession of a unit once in a thirty-six (36) month period under this Section.

e. Tenant's Right of First Return.

i. If a landlord or landlord's family member ceases occupation of the rental unit within three years after the final date of tenancy, the tenant of a rental unit is entitled to receive notice of the first right to return to rent the same unit at the rent previously charged plus any annual rent increases allowed under Chapter 21 of Title 8 of this Code.

ii. Nothing in this section shall be construed to relieve the landlord of the obligation to directly contact the former tenant and to advise the tenant that the recovered rental unit will again be offered for rent.

B. All No-Fault terminations of tenancy are eligible for relocation assistance.

8.17.070. For-Cause Curable Lease Violation

A. Before a landlord of rental unit issues a notice to terminate a tenancy For Cause that is a curable lease violation, the landlord shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to California Code of Civil Procedure Section 1161(3). If the violation is not cured within the time period set forth in the notice, a three (3) day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

B. Any written notice to cease or correct must:

(1) Be dated and served upon the tenant, pursuant to at least one of the methods authorized under California Code of Civil Procedure Section 1162, as may be amended from time to time;

(2) Inform the tenant that failure to cure may result in the initiation of eviction proceedings;

(3) Inform the tenant of the right to request a reasonable accommodation;

(4) Include a specific statement of the reasons for the written notice to cease or correct with specific facts to help the tenant determine the date(s), place(s), witness(es), and/or circumstance(s) that support the reason(s) for the termination of the Tenancy.

8.17.080 Relocation assistance.

A. Permanent Relocation Assistance. When relocation assistance must be paid to tenants who are evicted from their rental unit pursuant to Section 8.17.060, the landlord must make the relocation assistance payment in accordance with this section. The landlord must provide written notice to the tenant of the tenant's entitlement to permanent relocation assistance at the same time the landlord serves a notice of termination of tenancy.

1. The landlord shall pay a relocation assistance amount equal to three times the tenant's monthly rent in effect when the landlord served the notice to terminate the tenancy.

2. If any tenant residing in the rental unit from which the tenants are to be displaced includes a qualified tenant, then all tenants living in the rental unit are collectively entitled to additional relocation assistance as follows:

a. The landlord shall pay an additional relocation assistance amount equal to one times the tenant's monthly rent in effect when the landlord served the notice to terminate the tenancy.

b. For purposes of this subsection, "qualified tenant" means any tenant who: (i) is 60 years of age or older, disabled, as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code; or (ii) has one or more dependent children under the age of 18 residing in the rental unit; or (iii) meets the income limits for a "lower-income household" as defined in California Health and Safety Code Section 50079.5; or (iv) Has continuously resided in the rental unit for five years or more.

The tenant shall notify landlord within 10 days of receiving the termination of tenancy notice, if any of the tenants living in the rental unit from which the tenants are to be displaced includes a qualified tenant, along with any reasonable proof of eligibility.

3. Permanent relocation assistance payments must be paid directly to the tenant.

a. If a rental unit is occupied by two or more tenants, then each tenant of the rental unit shall be paid a pro-rata share of the relocation assistance payment.

b. Landlord shall pay one-half of the relocation assistance due no later than 15 days following service of the termination of tenancy and the balance due no later than five business days after the tenant has vacated the rental unit. If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance provided pursuant to this chapter shall be recoverable as damages in an action to recover possession.

8.17.090 Tenant Protections During Temporary Untenantable Conditions

A. Temporary untenable conditions resulting from the activities described in this Section 8.17.090, are not a valid basis for a No-Fault Just Cause eviction under Section 8.17.060.

B. Landlords must mitigate untenable conditions, including those resulting from the activities described in paragraph C below, either through actions to ensure that tenants can safely remain in their rental unit during the work or through the temporary relocation of tenants to comparable alternative housing accommodations. These two mitigation measures should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the

construction. Untenantable conditions and/or an untenantable dwelling include the conditions described paragraph C below, in Cal. Civil Code § 1941.1 and any other condition that makes the rental unit incapable of being safely occupied.

C. The activities described below will be subject to the mitigation requirements of Section 8.17.090:

1. Substantial rehabilitation consisting of the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation. The Landlord is required to secure building permits from the City.

2. Work performed in order to comply with housing, health, building, or safety laws of the State or this code, including but not limited to work performed to correct existing untenantable conditions. The Landlord is required to secure building permits from the City.

3. Tenant is required to temporarily vacate a rental unit upon the order of any government officer or agency.

4. Fumigation occurs that cannot be completed when a rental unit is occupied.

D. In order to mitigate temporary untenantable conditions, described in Section 8.17.090 B and C, a landlord must:

1. Provide mitigation measures that will meet the standards set forth in applicable housing, health, building and safety laws, unless temporary relocation benefits are provided;

2. Provide for protection of tenant's personal property during construction;

3. Provide for reasonable alternative parking for a tenant otherwise entitled to parking;

4. Provide for protection of tenants to exposure at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos;

5. Take reasonable steps to prevent the disruption of major systems during construction;

6. Provide for the safe storage of construction equipment and materials;

7. Provide for the safe ingress and egress of tenant and tenant's guests;
8. Conform to permitted construction hours under this code or project permits;

9. Post a notification to tenants 30 days prior to commencement of construction or, as soon as practicable in the event of an emergency and in no event less than 24 hours prior, in an easily observable location at or near tenant entrances, including on the door of each affected rental unit, which notice shall state the expected duration of the construction work and briefly describe the nature of the work, and shall remain posted throughout the course of construction.

E. Temporary relocation.

1. If the activities described in Section 8.17.090 B and C will make the rental unit an untenable dwelling or will expose the tenant at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos, the landlord shall provide tenant with the following temporary relocation assistance during the temporary displacement period:

(a) Relocation to a motel or hotel accommodation or a short-term rental which is safe, sanitary, comparable to the tenant's sleeping arrangement, and unless otherwise agreed upon by the landlord and tenant, within a reasonable distance of the tenant's rental unit, and contains standard amenities such as a telephone and television;

(b) Reasonable compensation for meals, if the temporary accommodation lacks cooking facilities;

(c) Reasonable compensation for laundry, if tenant's rental unit included laundry facilities inside the rental unit and the temporary accommodation does not include laundry facilities inside the unit;

(d) Reasonable accommodation for pets that were permitted in tenant's rental unit under the terms of the rental agreement or by law if the temporary accommodation does not accept pets;

(e) Any costs related to relocating the tenant to temporary housing accommodations, regardless of whether those costs exceed rent paid by the tenant for tenant's rental unit; and

(f) Any costs related to returning tenant to his/her rental unit, if applicable.

2. Unless otherwise agreed upon by landlord and tenant, the landlord shall make payment directly to the motel or hotel as required under Section 8.17.090.E.1.a. The landlord shall pay for lodging in the motel or hotel, even if the cost of such lodging is

more expensive than the tenant's existing rent calculated on a daily basis. All other compensation under Section 8.17.090.E.1 shall be payable directly to the tenant, unless otherwise agreed upon by the landlord and tenant.

3. The landlord shall have the option, in lieu of providing tenant relocation in accordance with Section 8.17.090.E.1.a of providing the tenant with comparable housing at any time during the period of the displacement, subject to the following:

(a) Such housing shall be comparable to the tenant's rental unit in location, size, number of bedrooms, furnishings, appliances, accessibility, type and quality of construction, proximity to services and institutions upon which the displaced tenant depends, and amenities, including the allowance for pets should the tenant have pets permitted under the rental agreement or by law.

(b) If the landlord provides comparable housing at any time during the period of displacement, the tenant shall be entitled to remain at that same comparable housing unit throughout the period of displacement.

(c) The landlord shall pay all costs associated with the temporary housing, including rent, even if the temporary housing is more expensive than the tenant's existing rental unit.

(d) If the temporary housing is unfurnished, the landlord shall provide essential furnishings and household items or pay reasonable moving costs for the tenant to move essential furniture and household items to and from the rental unit and the temporary housing.

(e) The landlord and tenant may agree that the tenant will occupy a non-comparable replacement unit provided that the tenant is compensated for any reduction in accommodations, amenities, and services.

4. A landlord and tenant may mutually agree to allow the landlord to pay the tenant a per diem amount for each day of temporary relocation in lieu of providing temporary replacement housing. The agreement shall be in writing and signed by the landlord and tenant and shall contain the tenant's acknowledgment that he/she received notice of his/her relocation rights under this Section 8.17.090.E and that the tenant understands his/her rights. The amount of the per diem payment shall be determined periodically by a resolution of the City Council.

5. The temporary housing required by this Section 8.17.090.E shall be available to tenant within 24-hours of service or posting of any order or notice to vacate. In the event the tenant is not required to immediately vacate, temporary housing shall be available to tenant as of the date the tenant actually vacates.

6. The displacement and relocation of a tenant pursuant to this Section 8.17.090.E shall not terminate the tenancy of the displaced tenant. The displaced tenant

shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any governmental order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

7. A tenant that is relocated for thirty (30) days or more shall not be responsible for any rent due on the rental unit from which it was relocated during the period of relocation and failure to pay rent during this period shall not constitute relinquishment of tenancy rights.

8. Temporary relocation payments as described in this Section will be made on a pro-rata basis to the tenant.

9. If the temporary displacement is for thirty (30) days or less, the Landlord must provide the Tenant a per-diem payment. If the temporary displacement is for thirty-one (31) days or more, the Landlord must provide the Tenant with comparable temporary accommodations or if agreed to by the Landlord and Tenant, a per diem payment.

10. The landlord shall provide written notice, before the tenant is temporarily displaced advising the tenant of the right to reoccupy the rental unit under the existing terms of tenancy once the work which necessitated the displacement is completed and the projected completion date of such work. Unless the landlord provides the temporary replacement housing, the tenant shall provide the landlord with the address to be used for the notifications required to be provided by the landlord under this Section 8.17.090.E. When the date on which the rental unit will be available for re-occupancy is known, or as soon as possible thereafter, the landlord shall provide written notice to the tenant by personal delivery, or registered or certified mail. If it became necessary to temporarily relocate the tenant for over 30 days and the tenant has a separate tenancy agreement with a third party housing provider, the landlord shall give the tenant a minimum of 30 days written notice to reoccupy the rental unit. In all other cases, the landlord shall give the tenant a minimum of seven days written notice to reoccupy, unless the landlord gave the tenant written notice of the date of re-occupancy prior to the start of temporary relocation.

11. A copy of all written notices to tenant required by this Section 8.17.090.E shall be filed with the Department within five business days after providing such notice to tenant.

12. Nothing in this Section 8.17.090 shall be construed as authorizing a landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

13. The remedies under this Section 8.17.090 are cumulative and in addition to any other remedies available under federal, State, or local law.

F. Option to voluntarily terminate tenancy.

1. If the temporary untenable conditions of a rental unit are projected to persist for 30 days or more, the tenant of that rental unit shall have the option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of Section 8.17.100, and the return of any security deposit that cannot be retained by the landlord under applicable law.

2. If the temporary untenable conditions of a rental unit continue for 30 days longer than the projected completion date of the work, as set forth in the written notice to tenant required by Section 8.17.100.E.9, the tenant's option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of Section 8.17.100 shall be renewed.

G. Any action brought by a tenant for a violation of this section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this section.

H. The amount of the per diem payment and other reasonable compensation described in this Section shall be determined periodically by a resolution of the City Council.

I. The timing of any payments and notices and any other matters to effectuate the provisions of this Section 8.17.090 shall be set forth in the Administrative Procedures, Regulations and Guidelines.

8.17.100. Tenant buyout agreements.

A. Landlord's Disclosure Prior to Buyout Offer. At the time a proposed buyout agreement is provided, the landlord shall provide each tenant in the rental unit a written disclosure, on a form approved by the department, in English and in the tenant's primary language if other than English translated at the landlord's expense, that shall include all of the following:

1. A statement that the tenant has a right not to enter into buyout negotiations or a buyout agreement;

2. A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;

3. A statement that the tenant may rescind the buyout agreement for up to 30 days after it is fully executed;

4. A statement that the tenant may contact the department for information about other buyout agreements in the tenant's neighborhood and other relevant information;

5. Any other information required by the department consistent with the purpose and provisions of this section; and

6. A space for each tenant to sign and write the date the landlord provided the tenant with the disclosure.

B. Requirement for Buyout Agreements. The buyout agreement shall:

1. Be in writing in English and the language in which the buyout agreement was negotiated if other than English translated at the landlord's expense. The landlord shall give each tenant a copy of the proposed buyout agreement at least 45 days before it is executed by the parties.

2. Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the tenant:

a. "You may cancel this buyout agreement in writing at any time before the thirtieth (30th) day after all parties have signed this buyout agreement."

b. "You have a right not to enter into a buyout agreement."

c. "You may choose to consult with an attorney before signing this buyout agreement. The City of Maywood Building and Planning Department may also have information about other buyout agreements in your neighborhood."

C. Rescission of Buyout Agreement. A tenant shall have the right to rescind a buyout agreement for up to 30 days after its execution by all parties. In order to rescind a buyout agreement, the tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the landlord indicating that the tenant has rescinded the buyout agreement.

D. Filing of Buyout Agreement and Disclosure Notice. The landlord shall provide the tenant a copy of the fully executed buyout agreement within 10 days of execution. Landlord shall also file with the department a copy of the executed buyout agreement, along with proof of service to the tenant of the disclosure notice as required in this section, within 10 days after the buyout agreement is executed by all parties.

8.17.110. Retaliatory Eviction.

A. No landlord may terminate a tenancy or refuse to renew a tenancy or otherwise cause a tenant to vacate a rental unit, if the landlord's intent in termination of

the tenancy or refusal to renew the tenancy is retaliatory in nature, and if the tenant is not in default as to the payment of rent.

B. A tenant may assert retaliation affirmatively or as a defense to the landlord's action regardless of the period of time which has elapsed between the tenant's assertion or exercise of rights under this chapter and the alleged act of retaliation.

C. Retaliation against a tenant because of the tenant's exercise of rights under this Chapter or Chapter 21 of Title 8 (Rental Stabilization) is prohibited. Retaliation claims may only be brought in court and may not be addressed administratively. A court may consider the protections afforded by this chapter in evaluating a claim of retaliation.

8.17.120. Anti-Harassment.

No landlord, or any person, acting as a principal or agent, or any contractor, subcontractor or employee of the landlord shall engage in harassment of any tenant of any rental unit that is subject to the provisions of Chapter 21 of Title 8 of this Code under any rental unit agreement, which includes the following conduct done with an intent to vex, annoy, injure or intimidate a tenant:

1. Interrupt, terminate reduce or fail to provide housing services required by a rental agreement or by Federal, State, or local housing, health or safety laws, or threaten to do so, or violate California Civil Code Sections 789.3 and 1940.2, except when necessary to comply with a court order or local or State law;

2. Fail to perform repairs and maintenance required by a rental agreement or by Federal, State, or local housing, health, or safety laws;

3. Conduct elective renovation or construction of rental unit for the purpose of harassing a tenant;

4. Request or demand an unreasonable amount of information from tenant in response to a request for reasonable accommodation.

5. Fail to exercise due diligence in completing repairs and maintenance once undertaken or fail to follow applicable industry repair, containment or remediation requirements designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;

6. Abuse the landlord's right of access into an rental unit as that right is specified in California Civil Code Section 1954. This includes entries for "inspections" that are not related to necessary repairs or services; entries excessive in number; entries that improperly target certain tenants or are used to collect evidence against the tenant or otherwise beyond the scope of an otherwise lawful entry;

7. Abuse the tenant with words which are offensive and inherently likely to provoke an immediate violent reaction. This includes words used during in-person conversations, through social media postings or messages, or other communications;

8. Influence or attempt to influence a tenant to vacate an rental unit through fraud, intimidation or coercion (examples of such influence or attempts include, but are not limited to, the following: excessive rent increases, baseless threats to evict, threats to report immigration status, threats to report a tenant to the United States Department of Homeland Security, terminating a tenancy on a fraudulent basis of owner-occupancy, excessive and baseless entries by landlord);

9. Threaten the tenant, by word or gesture, with physical harm, or repeatedly mistreat an occupant of a Rental Unit during in-person conversations, through social media postings or messages, or other communications, with language, verbal or written, that a reasonable person would consider likely to cause fear or provoke an immediate violent reaction.

10. Violate any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, AIDS or occupancy by a minor child, immigration status, source of income, gender identity, gender expression, or any other class expressly protected by a local, State, or Federal law;

11. Take action to terminate any tenancy including service of any notice to quit or other eviction notice or bring any action to recover possession of an rental unit based upon facts which the landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the landlord. No landlord shall be liable under this subsection for bringing an action to recover possession unless and until the tenant has obtained a judgment in the tenant's favor in that action. This subsection shall not apply to any attorney who in good faith initiates legal proceedings against a tenant on behalf of a landlord to recover possession of a rental unit;

12. Interfere with a tenant's right to quiet use and enjoyment of the rental unit as that right is defined by California law;

13. Refuse to acknowledge or accept receipt of a tenant's lawful rent payment as set forth in the rental agreement or as established by the usual practice of the parties or applicable law, or in a notice to pay rent or quit;

14. Interfere with a tenant's right to privacy, including, but not limited to, entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection, requesting information about residence or citizenship status, protected class status, or social security number, or requiring any statement, representation, or certification concerning these matters, except as required by law or in the case of a social security number, for the purpose of obtaining information to determine qualification for tenancy, or releasing such information except as required or authorized by law;

15. Remove from the rental unit personal property, furnishings, or any other items without the prior written consent of the tenant, except when done pursuant to enforcement of a legal termination of tenancy or as otherwise authorized by law;

16. Offer payments to a tenant to vacate more than once in six (6) months, after the tenant has notified the landlord in writing that the tenant does not desire to receive further offers of payments to vacate;

17. Attempt to coerce a tenant to vacate with offers of payment to vacate which are accompanied with threats or intimidation. This shall not include settlement offers made in good faith and not accompanied by threats or intimidation in pending eviction actions;

18. Refuse to cash or process a rent check or other form of acceptable rent payment for over thirty (30) days after it is tendered;

19. Engage in repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy;

20. Retaliate, threaten, or interfere with the right of a tenant to: organize and engage in concerted activities with other tenants for the purpose of mutual aid and protection; provide property access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at a property; convene tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement; or distribute and post literature informing other tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards, informing other tenants of their rights and of opportunities to involved themselves in organized tenant activities;

21. Disclose or threaten to disclose to any person or entity information about the immigration status of a tenant in retaliation for engaging in legally protected activities or to influence them to vacate;

22. Prohibit entry by the tenant into the tenant's rental unit absent a judicial order permitting repossession by the landlord or a declaration by a local official that the building or unit is unsafe;

23. Solicit a tenant for sexual conduct in exchange for protection from eviction or make other quid pro quo sexual demands on a tenant; and

24. Retaliate against or threaten a tenant for inquiring with, or seeking assistance from, a government or social services agency.

25. Provide false written or verbal information regarding any federal, state, or local tenant protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice.

26. Fail to maintain a current address, in addition to any electronic payment methods, for delivery of rent payments;

27. Offer payments to: (a) A tenant to vacate, including a buyout agreement offer, more frequently than once every six months, after the tenant has notified the landlord in writing that the tenant does not desire to receive further offers of payments to vacate; or (b) Attempt to coerce the tenant to vacate accompanied with threats or intimidation. This shall not include settlement offers in pending eviction actions made in good faith and not accompanied with threats or intimidation.

8.17.130. Notices to Tenants.

A. Mandatory Notices to Tenants. Landlords must provide to each tenant, prior to or at the time of agreeing to rent or lease a rental unit, a notice of tenant rights under this chapter. The department shall publish a form notice of tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances:

1. When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement;

2. When renewing a rental agreement; and

B. If the rental agreement is negotiated or written in a language other than English, the landlord must also provide the form notice of tenant rights in English and the language in which the rental agreement was negotiated or written.

8.17.140. Administration.

A. Enforcement Authority. The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.

B. The Department may collect data regarding residential evictions in the City, in an effort to help the City better understand rental housing and its impacts on renters and housing providers, and inform the need to develop and implement additional ordinances or policies regarding residential housing.

8.17.150. Implementation and Rulemaking.

A. The City Manager and City Attorney shall take all actions necessary to implement this Tenant Protection Ordinance and effectuate the intent of the City Council

in adopting this Tenant Protection Ordinance, including the preparation of informational materials and forms.

B. To implement and enforce this Chapter, the City Manager may adopt administrative procedures, regulations and guidelines consistent with the provisions of this Chapter. These administrative procedures, regulations and guidelines shall have the force and effect of law and may be relied upon by the parties to determine their rights and responsibilities under this Chapter. Such administrative procedures, regulations and guidelines shall be posted at City Hall or on the City's website or made available by the City when so adopted.

8.17.160 Administrative Citations.

Any Landlord who violates any provision of this chapter, or department's procedures and guidelines, is subject to an administrative citation and fine as provided for in Section 6-4.30 of this Code.

8.17.170 Injunction.

Any person who commits an act, proposes to commit an act, or engages in any pattern and practice which violates this Chapter may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by any aggrieved person, any Tenant, or any other person or entity acting on behalf of the Tenant, who will fairly and adequately represent the Tenant's interest, including the city.

8.17.180 Additional Remedies.

A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant, who will fairly and adequately represent the Tenant's interest, including the city, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction, against the Landlord or any person, acting as a principal or agent, of Landlord or any contractor, subcontractor or employee of the Landlord, for violation of this Chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this chapter. The court may award reasonable attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.

B. Defense to Eviction. A Tenant may assert as an affirmative defense a Landlord's failure to comply with the provisions of this chapter in any action by a Landlord to recover possession of a Rental Unit.

C. Each violation of any provision of this chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.

D. The above remedies are not exclusive and do not preclude the city or any Tenant from seeking other remedies or penalties provided by applicable law. No administrative remedy need be exhausted prior to filing suit pursuant to this Chapter.

8.17.180 Lawful Evictions.

Nothing in this Chapter shall be construed to prevent the lawful eviction of a tenant by appropriate legal means.

Section 2. CEQA. This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. It can be seen with certainty that regulations that prevent harassment of tenants in order to cause them to vacate their units will not cause a significant effect on the environment.

Section 3. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, without regard to whether any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 4. Effective Date of Ordinance. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

Section 5. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED, this 25th day of October 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Frank Garcia, Mayor

ATTEST:

Brian E. Juarez

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

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

I, Brian E. Juarez, City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Ordinance, being Ordinance No. 23-11, was duly passed, approved by not less than four members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 25th day of October, 2023, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: October 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: CONSIDERATION OF RESOLUTION NO. 6324 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD DESIGNATING THE CITY MANAGER, BY TITLE, AS APPLICANT'S AGENT FOR NON-STATE AGENCIES FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CALOES) PUBLIC ASSISTANCE PROGRAM AND HAZARD MITIGATION GRANT PROGRAM

RECOMMENDATION:

It is staff's recommendation that the City Council adopt Resolution No. 6324 "Designation of Applicant's Agent Resolution for Non-State Agencies" designating the City Manager, by title, as Applicant's Agent for Non-State Agencies for the California Governor's Office of Emergency Services (CalOES) Public Assistance Program and Hazard Mitigation Grant Program.

BACKGROUND:

The Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) provides grants to state and local governments to plan and implement long-term hazard mitigation measures. The purpose of the HMGP is to reduce the loss of life and property due to natural disasters and to enable the implementation of mitigation measures prior to and during the immediate recovery from a disaster.

In order to be eligible to receive post-disaster funding and to apply to implement pre-disaster mitigation projects, the City is required to have a California Governor's Office of Emergency Services (OES) and FEMA approved Hazard Mitigation Plan in place.

In August 2023, the City received a letter from Cal OES with a notification that FEMA approved our subaward application in the amount of \$109,701. Additionally, the City was also approved for \$12,189 in state funding under the Prepare CA Match Program and \$3,920 in funding for subrecipient management costs (SMRC).

Project	Federal Share	Non-Federal Share	Total Project Cost
Maywood Hazard Mitigation Plan	\$109,701	\$12,189	\$121,890
SMRC	\$3,920	\$0	\$3,920

DISCUSSION:

In order to receive a payment as a grant subrecipient, the City must have the following on file with the Recovery Financial Processing Unit:

1. A valid, current Governing Body Resolution;
2. A Project Assurances for Federal Assistance Agreement;
3. A Grant Subaward Face Sheet;
4. A Federal Funding Accountability and Transparency Act Financial Disclosure Form; and
5. An active registration with the federal System for Award Management website.

These funds are available for immediate and eligible disbursement. This HMGP project approval and obligation of funds are subject to the following conditions: Scope of work, project completion date (June 1, 2026), project closeout, record of environmental considerations, and standard conditions, which are all outlined within the FEMA's approval letter.

If the Resolution is approved, City staff will execute and submit all necessary documentation to begin the City's efforts in developing a Hazard Mitigation Plan. Staff will also update the City Council at future meetings on the progress of the project and will meet all necessary requirements in order to bring the draft plan before the City Council for approval.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of the Resolution. The Hazard Mitigation Plan will be funded by the grant.

ATTACHMENT(S)

1. Resolution No. 6324 Designating an Agent for Non-State Agencies
2. Cal OES Letter of Approval and FEMA Package
3. Cal OES - Grant Subaward Face Sheet
4. Cal OES - FFATA Financial Disclosure
5. Project Expenditures Reimbursement Request Form
6. Subrecipient Mgmt Costs Reimbursement Request Form
7. HMA Notification to Subrecipients
8. Cal OES Agreement





Please check the appropriate box below

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 25 day of October, 2023

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Frank Garcia, duly appointed and Mayor of
(Name) (Title)
City of Maywood, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the City Council
(Governing Body)
of the City of Maywood on the 25 day of October, 2023.
(Name of Applicant)

(Signature)

Mayor
(Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



August 9, 2023

Steve Fowler
Director of Building and Planning
Maywood, City of
4319 Slauson Avenue
Maywood, CA 90270

Subject: **Notification of Subapplication Approval**
Hazard Mitigation Grant Program – Prepare CA Match
FEMA-**4482**-DR-CA, Project #**PL0723**, FIPS #**037-46492**
Supplement #**6**

Dear Mr. Fowler:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **\$109,701.00**. A copy of the FEMA award package is enclosed for your records. Your organization's subaward application has also been approved for **\$12,189.00** in state funding under the Prepare CA Match program.

In order to receive payment as a grant subrecipient, your organization must have the following on file with the Recovery Financial Processing Unit:

- A valid, current (approved within the last 3 years) Governing Body Resolution
- A Project Assurances for Federal Assistance agreement
- A Grant Subaward Face Sheet (GSAFS). Please ensure that the individual who signs the GSAFS is designated by the Governing Body Resolution as an Authorized Agent for your organization.
- A current Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure form. This form must be submitted each fiscal year.
- An active registration with the federal System for Award Management (SAM) website. The registration must remain active for the duration of this grant subaward.

For your convenience, this subapplication approval package includes the required post-obligation documents as well as guides to completing and renewing a SAM registration. Please complete the documents and mail copies to the address listed at the end of this letter, keeping the originals with your records.



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY FINANCIAL PROCESSING UNIT
(916) 845-8110

Alternatively, you may scan and email the completed documents to the Recovery Financial Processing Unit at HMGrantsPayments@CalOES.ca.gov. Electronic copies of the post-obligation documents can also be requested at the same address.

Payments will be made on a reimbursement basis using the enclosed Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from the federal share of reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application. Expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

When mailing documents to the Recovery Financial Processing Unit, please use the following address:

California Governor's Office of Emergency Services
Attention: Recovery Financial Processing Unit
3650 Schriever Avenue
Mather, CA 95655

For further assistance regarding post-obligation documents or the reimbursement request process, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov. For program-related questions, please contact the Hazard Mitigation Grants Programs Unit at (916) 328-7450.

Recovery Financial Processing Unit

Enclosures

c: Subrecipient's Project File



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY FINANCIAL PROCESSING UNIT
(916) 845-8110



August 9, 2023

Steve Fowler
Director of Building and Planning
Maywood, City of
4319 Slauson Avenue
Maywood, CA 90270

Subject: **Notification of Approval for Subrecipient Management Cost Funding**
Hazard Mitigation Grant Program – Prepare CA Match
FEMA-**4482**-DR-CA, Project #**PL0723**, FIPS #**037-46492**,
Supplement #**6**

Dear Mr. Fowler:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved **\$3,920.00** in funding for subrecipient management costs (SRMC). SRMC are costs incurred while administering a Hazard Mitigation grant subaward. A copy of FEMA's letter is enclosed for your records.

Payments are made on a reimbursement basis using the specialized Subrecipient Management Cost Reimbursement Request Form. Subrecipients are reminded to document their SRMC separately from direct project expenditures. To qualify for SRMC reimbursement, subrecipients must first incur and seek reimbursement for direct project expenditures via the specialized Project Expenditures Reimbursement Request Form. Reimbursement for SRMC is capped at five percent of a project's cumulative direct project expenditures. Please note that your organization must maintain an active registration in the SAM.gov (System for Award Management) database for the duration of this grant subaward.

Please read the enclosed supplement. In accordance with Title 44 Code of Federal Regulations, Part 206.440, if you disagree with FEMA's obligated amount or scope of work listed in the supplement, you can appeal. All appeals must be in writing and received by Cal OES within 60 days from the receipt of this letter. If you have any questions or need assistance, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov.

Recovery Financial Processing Unit
Enclosures
c: Subrecipient's Project File



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY FINANCIAL PROCESSING UNIT
(916) 845-8110



FEMA

June 23, 2023

RECEIVED
JUL 14 2023
FINANCIAL PROCESSING UNIT

Ryan Buras, Director
Governor's Authorized Representative
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Reference: Application Approval, HMGP DR-4482-723-021P
City of Maywood, California
City of Maywood Local Hazard Mitigation Plan
FIPS Code: 037-46492, Supplement 6

Dear Ryan Buras:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the City of Maywood, HMGP DR-4482-723-021R, City of Maywood Local Hazard Mitigation Plan.

90% Federal /
10% Non-Federal
Cost Share (AB)

The total project cost is \$121,890.00. As shown in the enclosed Obligation Report – Supplement 6, we are obligating \$109,701.00 for the 75 percent Federal share; the 25 percent non-Federal share is \$12,189.00. We are obligating \$3,920.00 for the 100 percent Federal share of Subrecipient Management Costs (SRMC). These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

Project:	Federal Share:	Non-Federal Share:	Total Project Cost:
Supplement 6	\$109,701.00	\$12,189.00	\$121,890.00
SMRC	\$3,920.00	\$0.00	\$3,920.00

This HMGP project approval and obligation of funds are subject to the following conditions:

- 1. Scope of Work (SOW)** – The City of Maywood will develop and adopt a City of Maywood Local Hazard Mitigation Plan to meet the requirements outlined in 44 CFR Part 201 and the most current FEMA hazard mitigation plan guidance.
- 2. Project Completion Date** – The work schedule included with the project application indicates that the project will take 36 months to complete; therefore, the project completion date is June 1, 2026. Please inform the sub-recipient that work completed after this date is not eligible for federal funding, and that federal funds may be de-obligated for work completed outside the completion date when there is no approved time extension.

3. **Project Closeout** – Within 120 days of project completion, all project funds must be liquidated and final closeout documentation for the project must be submitted to FEMA. Please note the project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.
4. **Record of Environmental Considerations (REC)** – In compliance with the National Environmental Policy Act (NEPA), this undertaking is categorically excluded (CE) from the need to prepare either an environmental assessment or environmental impact statement.
5. **Standard Conditions** – This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions*, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions or need further assistance please contact Jocelyn Madison-Kelly, Grants Management Specialist, by email jocelyn.madisonkelly@fema.dhs.gov, or phone (202) 717- 0135.

Sincerely,

KATHRYN J LIPIECKI

Digitally signed by KATHRYN J
LIPIECKI
Date: 2023.06.26 10:08:47 -07'00'

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (2):

Obligation Report - Supplement 6
Standard Mitigation Grant (HMGP) Conditions

cc:

Ron Miller, Acting State Hazard Mitigation Officer, California Governor's Office of
Emergency Services
Blythe Denton, Acting State Hazard Mitigation Officer, California Governor's Office of
Emergency Services
Keith Johnson, Grants Specialist, California Governor's Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4482	21 -P	0	723	1	6	CA	Statewide

Subrecipient: Maywood

Project Title : 7% Prepare Ca Match: City of Maywood Local Hazard Mitigation Plan

Subrecipient FIPS Code: 037-46492

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$109,701.00	\$109,701.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$109,701.00	\$3,920.00	\$113,621.00	03/21/2023	Accept	2023

Comments

Date: 03/21/2023 User Id: SSCOTT39

Comment: Approved funding for HMGP 4482-723-021P-Los Angeles County-City of Maywood Local Hazard Mitigation Plan for \$109,701.00 Fe Share and \$3,920.00 Sub Recipient Management Costs.

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 03/21/2023

HMO Authorization Name: JOCELYN MADISON-KELLY

HMO Authorization Date: 03/21/2023

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 302.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

7. Indirect Cost Rate (please circle): N/A 10% de minimis Federally Approved ICR (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2023	HMGP		\$113,621.00					\$113,621.00
9.	2021	MATCH	\$12,189.00						\$12,189.00
10.									
11.									
12.									
Total	Project	Cost	\$12,189.00	\$113,621.00	\$125,810.00	\$0.00	\$0.00	\$0.00	\$125,810.00

13. Certification. - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, the Assurances/Certifications, and any attached Special Conditions. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 7920 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: _____ Title: _____

Payment Mailing Address: _____ City: _____ Zip Code+4: _____

Signature: _____ Date: _____

16.Federal Employer ID Number: _____

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer)	(Date)	(Cal OES Director or Designee)	(Date)
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Grant Subaward Face Sheet Instructions

 Cal OES Section: The top portion of the form contains blocks for four (4) important numbers. Please do not fill in these blocks. These numbers will be entered by Cal OES. Please print the Grant Subaward Face Sheet in portrait format.

- | | |
|---|---|
| 1. Subrecipient | The Subrecipient is the unit of government or community based organization (CBO) that will have legal responsibility for these grant funds (e.g. County of Alameda, City of Fresno or Women's Place of Merced). Enter the legal name of the Subrecipient that is registered with the Internal Revenue Service (IRS). PLEASE NOTE: that all CBOs must be registered, active, and current with the IRS, Department of Justice (DOJ), and Secretary of State (SOS) websites. Failure to be current will result in funds being withheld from Cal OES. |
| 1a. Federal SAM ID Number
(Subrecipient) | Enter the subrecipient's twelve digit Unique Entity ID number provided by the federal System of Award Management (SAM) database. This requirement applies to federally funded grants only. This registration must be current and active in SAM for the duration of your Award. |
| 2. Implementing Agency | Enter the complete name of the agency responsible for the day-to-day operation of the grant (e.g. Sheriff, Police Department, or Department of Public Works). If the Implementing Agency is the same as the Subrecipient, enter the same title again. |
| 2a. Federal SAM ID Number
(Implementing Agency) | Enter the Implementing Agency's twelve digit Unique Entity ID number provided by the federal System of Award Management (SAM) database. This applies to federally funded grants only. This registration must be current and active in SAM for the duration of your Award. |
| 3. Implementing Agency
Address | Enter the address of the Implementing Agency. Provide the complete nine digit zip code (Zip+4). |
| 4. Location of Project | Enter the City and County/Operational Area where the project is located. Provide the complete nine digit zip code (Zip+4). |
| 5. Disaster/Program Title | Enter the name of the Disaster or Program providing the funds for this Grant Subaward. A disaster may be referred by the federal declaration number. Program titles should be complete without the use of acronyms. |
| 6. Performance/
Budget Period | Enter beginning and ending dates of the performance and expenditure period for the Grant Subaward. (mm/dd/yyyy) |
| 7. Indirect Cost Rate | Indicate whether you are using the 10% de Minimis rate based on Modified Total Direct Costs (MTDC) or your current cognizant agency approved indirect cost rate agreement. A copy of the approved ICR Negotiating Agreement must be enclosed with your application. Indicate N/A if you will not be claiming indirect costs under the award.
Indirect costs may or may not be allowable under all Federal fund sources . |
| 8A. - 12G. Fund Allocations
and Total Project Cost | For each fund source used in the program, select the correct grant year and acronym from the drop down lists, the amount of state or federal funds requested, the amount of cash and/or in-kind match contributed and the resulting totals. Please do not enter both state and federal on the same line. The Total project cost row should correspond to the total project cost specified in the budget. |
| 13. Certification Paragraph | Please review the Certification Paragraph. |
| 14. CA Public Records Act | Please review, and if applicable, provide the necessary documentation. |
| 15. Official Authorized to sign
for the Subrecipient | Provide the name and title of the person who is the Official Authorized to enter into the Grant Subaward for the Subrecipient, listed on #1 of the Grant Subaward Face Sheet (Cal OES 2-101). Enter the Payment Mailing Address where grant reimbursements will be mailed and provide the complete nine digit zip code (Zip+4). |
| 16. Federal Employer ID
Number | Enter the nine digit Federal Employer Identification Number (no hyphen) for the Implementing Agency. |

Provide the signature of the authorized official. The use of white out or tape is prohibited and will invalidate the signature on the Grant Subaward Face Sheet.



FFATA FINANCIAL DISCLOSURE

OES-FPD-011 (Rev. 10-2022)

Cal OES ID No.: 037-46492

UEI Number: _____

Previous Fiscal Year End Date: _____

FFATA Financial Disclosure

The Federal Funding Accountability and Transparency Act (FFATA) requires information on federal awards be made available to the public and is submitted by the California Governor's Office of Emergency Services (Cal OES) to www.ftrs.gov. This is done in order that the government be held accountable for each spending decision. As a subrecipient of federal funds, you will be unable to draw down funds until this signed form is returned to Cal OES.

The Total Compensation and Names of the top five executives must be reported in the table on this form if your business or organization meets **both** of the following criteria:

- a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts, and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
- b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

If your business or organization does **NOT** meet **BOTH** criteria, check the box below, sign, and return to Cal OES Financial Processing Unit.

☐ Not subject to FFATA Financial Disclosure.

Executive Name	Title	Annual Salary	Annual Dollar Value of Benefits	Total Compensation

I, _____, do hereby certify, as the authorized agent of
Printed Name of Authorized Agent
Maywood, City of _____, the information contained in this document is true
Entity Name
and correct.

Title of Authorized Agent

Signature of Authorized Agent

Date



Email Reimbursement Request to:

HMGrantsPayments@CalOES.ca.gov

Subrecipient: _____

FIPS ID #: _____

Mail Reimbursement Request to:

Disaster/Subaward #: _____

California Governor's Office of Emergency Services
Recovery Financial Processing Unit
3650 Schriever Avenue
Mather, CA 95655

☐ Please mark this box to indicate a
change in the Mailing Address in the
Authorized Agent section below

Project Number	Cumulative Project Expenditures to date	Reimbursement Request for the period of _____to _____
	\$	\$

Under penalty of perjury, I certify that:

- I am the duly authorized officer of the claimant herein and this claim is for costs incurred within the Grant Performance Period
- By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

Authorized Agent (Per Governing Body Resolution)

Printed Name

Title

Phone Number

Signature

Date

Email Address

New Mailing Address Only

Cal OES 400 (this section is for Cal OES use only)	
Obligated Amount	
Expenditures to Date	
Cost Share at 75%	
Less Retention	
Prior Payments Made	
Amount Allowable for Payment	

Reviewer

Title

Date

Approver

Title

Date



Instruction Sheet

Subrecipient	The subrecipient is the entity as identified in the original grant application. Do not identify any sub-departments or offices as the subrecipient.
FIPS ID #	This is the subrecipient's identification number as identified on the Notification of Approval Letter.
Disaster/ Subaward #	The disaster/subaward number can be found on the Notification of Approval Letter.
Address Change	Indicate a change in address by checking the box shown and noting the new address on the line labeled "New Mailing Address Only" in the Authorized Agent section.
Project Number	The project number can be found on the Notification of Approval Letter.
Cumulative Expenditures to Date	Provide the full, total grant expenditures incurred to date for this project (including applicable local share).
Reimbursement Request Period	The subrecipient may request reimbursement of all, or a portion of, grant expenditures incurred since the last Reimbursement Request. Indicate the month, day, and year for the beginning of the period covered to the end of the period covered during which these expenditures were incurred. <i>This is not the Project/Budget Period listed on the subaward.</i> HMGP Disaster Grants: No fiscal year restrictions. All other grants: A request period cannot cross the State fiscal year, which ends June 30 and begins July 1.
Authorized Agent Information	Complete all line items as requested and ensure that the form is signed by an Authorized Agent named on the Governing Body Resolution. The signature date must be on or after the final day of the indicated request period.
Mail	This form can be sent to Cal OES via email or regular mail. The subrecipient should maintain duplicate records of all documents sent to Cal OES.
Supporting Documents	Supporting documents are not required to be submitted with the Reimbursement Request; however, Cal OES reserves the right to request documentation at any time. Subrecipients are reminded to maintain documents that support the expenditures and reimbursement amounts shown on the request.
Additional Assistance	For additional assistance regarding this Reimbursement Request Form, please contact the Recovery/Hazard Mitigation Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@CalOES.ca.gov.



Email Reimbursement Request to:

HMGrantsPayments@CalOES.ca.gov

Subrecipient: _____

FIPS ID #: _____

Mail Reimbursement Request to:

Disaster/Subaward #: _____

California Governor's Office of Emergency Services
Recovery Financial Processing Unit
3650 Schriever Avenue
Mather, CA 95655

☐ Please mark this box to indicate a
change in the Mailing Address in the
Authorized Agent section below

Project Number	Cumulative Subrecipient Management Costs to date	Reimbursement Request for the period of _____ to _____
	\$	\$

NOTE: This form is for subrecipient management costs only. Do not include any project expenditures or other costs that were approved as part of your initial grant application.

Under penalty of perjury, I certify that:

- I am the duly authorized officer of the claimant herein and this claim is for costs incurred within the Grant Performance Period
- By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

Authorized Agent (Per Governing Body Resolution)

Printed Name

Title

Phone Number

Signature

Date

Email Address

New Mailing Address Only

Cal OES 400SRMC (this section is for Cal OES use only)	
Obligated Funding for Subrecipient Management Costs	
Subrecipient Management Costs to Date	
Prior Payments Made	
Amount Allowable for Payment	

Reviewer

Title

Date

Approver

Title

Date



Instruction Sheet

Subrecipient	The subrecipient is the entity as identified in the original grant application. Do not identify any sub-departments or offices as the subrecipient.
FIPS ID #	This is the subrecipient's identification number as identified on the Notification of Approval Letter.
Disaster/ Subaward #	The disaster/subaward number can be found on the Notification of Approval Letter.
Address Change	Indicate a change in address by checking the box shown and noting the new address on the line labeled "New Mailing Address Only" in the Authorized Agent section.
Project Number	The project number can be found on the Notification of Approval Letter.
Cumulative Subrecipient Management Costs to Date	Identify total subrecipient management costs incurred to date for this project. Include only costs covered under FEMA's award for subrecipient management cost funding. Do not include any project expenditures or other costs that were approved as part of the initial grant application for this project.
Reimbursement Request Period	The subrecipient may request reimbursement of all, or a portion of, subrecipient management costs incurred since the last Reimbursement Request. Indicate the month, day, and year for the beginning of the period covered to the end of the period covered during which these costs were incurred. <i>This is not the Project/Budget Period listed on the subaward.</i> HMGP Disaster Grants: No fiscal year restrictions. All other grants: A request period cannot cross the State fiscal year, which ends June 30 and begins July 1.
Authorized Agent Information	Complete all line items as requested and ensure that the form is signed by an Authorized Agent named on the Governing Body Resolution. The signature date must be on or after the final day of the indicated request period.
Mail	This form can be sent to Cal OES via email or regular mail. The subrecipient should maintain duplicate records of all documents sent to Cal OES.
Supporting Documents	Supporting documents are not required to be submitted with the Subrecipient Management Cost Reimbursement Request Form; however, Cal OES reserves the right to request documentation at any time. Subrecipients are reminded to maintain documents that support the expenditures and reimbursement amounts shown on the request.
Additional Assistance	For additional assistance regarding this Reimbursement Request Form, please contact the Recovery/Hazard Mitigation Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@CalOES.ca.gov .

**HAZARD MITIGATION ASSISTANCE
NOTIFICATION TO SUBRECIPIENT
GRANT ADMINISTRATION PROCEDURES**

1. PROCUREMENT/COMPETITIVE BIDS PROCESS

All contract/procurement transactions must be carried out in a manner consistent with financial administrative requirements found in Title 2 of the Code of Federal Regulations (2 CFR) Part 200.

2. ALLOWABLE COSTS AND REIMBURSEMENTS

Once the Federal Emergency Management Agency (FEMA) approves a total eligible activity cost and obligates funding, California Governor's Office of Emergency Services (Cal OES) can process reimbursement requests for eligible activities. Payments are made on a reimbursement basis and funds will be disbursed for activities that are consistent with the approved scope of work. Activity expenditures will be reimbursed according to the Federal Share/Non-Federal Share percentage specified in the FEMA obligation letter. Additionally, Cal OES will withhold retention of 10% from each reimbursement request. The retention amount will be released to the subrecipient upon completion of the closeout process.

Reimbursement requests must be submitted to Cal OES on a Hazard Mitigation Reimbursement Request Form. The form must be signed by the subrecipient's Designated Authorized Agent. Reimbursement Request Forms can be emailed to:
HMGrantsPayments@CalOES.ca.gov.

Alternatively, Reimbursement Request Forms can be mailed to:

California Governor's Office of Emergency Services
Attn: Recovery/Hazard Mitigation Grants Processing Unit
3650 Schriever Avenue
Mather, California 95655

Should the subrecipient be able to complete this work for less than the maximum allowable costs, the subrecipient will be reimbursed at 75% of the actual costs. Any remaining funds will be deobligated. If activity costs exceed the maximum allowable costs, the subrecipient will be reimbursed at 75% of the FEMA approved activity cost.

3. COST OVERRUNS (HMGP Only)

Cost over-runs can be considered if available funding exists in the declared disaster. Non-construction subaward adjustments of more than 10 % in any direct cost categories, where the awarding Agency's share exceeds \$100,000, require a revision request. All construction cost adjustments that lead to the need for additional funds, and any changes to access contingency funds and re-budget to another direct cost category, require a revision request.

Potential cost over-runs should be explained by the subrecipient in the quarterly progress reports and may be verified by activity inspection. All cost over-runs must be requested

before expenditure of costs in excess of the total approved activity costs, and the request must be signed by the subrecipient's Designated Authorized Agent. All cost over-runs must be justified by the subrecipient and supported by a benefit cost analysis (BCA) prepared using the FEMA BCA Toolkit, if BCA is applicable to the project type. Unjustified over-runs will be denied by Cal OES.

Consult your Cal OES Grants Specialist when a potential cost overrun is identified. There is no guarantee that HMGP funds will be available to cover cost over-runs.

4. SCOPE OF WORK CHANGES

Any requests for changes to the approved scope of work must be consistent with program guidance and regulations, be signed by the subrecipient's Designated Authorized Agent, and submitted to a Cal OES Grants Specialist. Pre-approval is required before the start of any activity not included in the approved scope of work. Costs associated with any activity that is not included in the approved scope of work are not eligible for reimbursement.

5. QUARTERLY REPORT PROCEDURES

Subrecipients are required to submit progress reports to Cal OES on a quarterly basis until the end of the approved performance period

The first Quarterly Report is due to Cal OES within 15 days of the end of the first quarter following the initial award. Quarterly Reports will thereafter be numbered consecutively by quarter and year (e.g. a 24 month project is required to submit 8 quarterly reports.) The following is the schedule for the Quarterly Reports:

First Reporting Period:	January 1 - March 31	Report due by April 15
Second Reporting Period:	April 1 - June 30	Report due by July 15
Third Reporting Period:	July 1 - September 30	Report due by October 15
Fourth Reporting Period:	October 1 - December 31	Report due by January 15

Quarterly Reports shall include, at a minimum:

- A. The status and completion date for the activity funded, including any problem or circumstances affecting the completion date, scope of work, or costs which are expected to result in noncompliance with the approved grant subaward conditions.
- B. A description of milestones completed in accordance with the work schedule provided by the subrecipient. The milestones declared in the subrecipient's work schedule will be applied as a standard of the activity's progress.

The State Hazard Mitigation Officer and HMA staff will review the reports and forward a report to the FEMA Regional Administrator on the status of each grant subaward.

Cal OES may suspend reimbursements to subrecipients who are not current in the submission of quarterly progress reports. Reimbursement requests received for suspended grant subawards will be returned to the subrecipient. Completed Quarterly Reports should be emailed to the Cal OES Grant Specialist.

Alternatively, Quarterly Reports must be sent to:

California Governor's Office of Emergency Services
Attn: Hazard Mitigation Assistance Branch
3650 Schriever Avenue
Mather, California 95655

6. SITE VISITS

Cal OES reserves the right to inspect all activities and review documentation for compliance. If site visits or documentation reveal problems in project performance, Cal OES shall require the subrecipient to correct the deficiencies before close-out.

7. PERFORMANCE PERIOD EXTENSIONS

All performance period extension requests must include the dates and circumstances of all previous extensions on this activity, a detailed explanation for the delay, and a revised activity work schedule. All performance period extension requests must be submitted to Cal OES and signed by the subrecipient's Designated Authorized Agent. Any costs incurred outside of an approved performance period will not be considered eligible.

Extensions to the original performance period of up to twelve months may be granted by Cal OES upon written request from the subrecipient. If an extension is needed, a request must be submitted to Cal OES no less than 90 days prior to the end of the current approved performance period. Time extension requests received by Cal OES less than 90 days prior to the end of the current approved performance period may not be considered.

Extension requests must include:

- Verification that progress has been made as described in quarterly reports
- Reason(s) for delay
- Current status of the activity/activities
- Current POP termination date and new projected completion date
- Remaining available funds, both Federal and non-Federal
- Budget outlining how remaining Federal and non-Federal funds will be expended
- Plan for completion, including updated schedule

Cal OES will notify the subrecipient of FEMA's determination.

8. ADMINISTRATIVE DOCUMENTS

The administrative documents included with this package must be completed, signed by an authorized representative of the subrecipient and received by Cal OES before any payments can be processed. These forms include:

- Applicant Agent Resolution (Cal OES 130),
- Project Assurances (Cal OES 89),
- 2-101 Grant Subaward Face Sheet (PDM/FMA Only)
- 2-101a Supplemental Grant Subaward Information (HMGP Only)
- Federal Funding Accountability and Transparency Act – FFATA
- SAM Number verification
- STD 204 Payee Data Record (for PNPs only)

Completed forms can be emailed to: HMGrantsPayments@CalOES.ca.gov

Alternatively, completed forms can be mailed to:

California Governor's Office of Emergency Services
Attn: Recovery/Hazard Mitigation Grants Processing Unit
3650 Schriever Avenue
Mather, California 95655

9. CLOSEOUT

Subrecipients must submit Closeout Packages to Cal OES a minimum of 30 days prior to the Period of Performance (POP) completion date of the subaward. All activity costs are subject to audit; therefore, retention of adequate documentation is required to verify the scope of work and the activity costs. All activity documentation must be retained by the subrecipient for three years from the date of the audit waiver letter, which is the closeout notification for the subrecipient. The documentation required is dependent on the type of activity. The package must include at least the following:

- Final Claim form
- Accomplishments and results report
- Budget summary
- Inspection Report (projects only)
- Planned Maintenance Activities Statement
- Project Photographs/Materials (projects only)
- Resolution of Adoption (plans only)

10. AUDITS

Cal OES may request an audit of any funds disbursed to a subrecipient at any time. Each subrecipient is required to provide reasonable and timely access to all records. Subrecipients who expend combined federal awards above \$750,000 must submit audit reports consistent with the requirements of the Office of Management and Budget OMB Circular A-133. Such audits of subrecipients will be conducted in accordance with the requirements of the Single Audit Act.

11. MONITORING

To ensure compliance with applicable Federal and State laws and regulations, subrecipient activities shall be monitored. Any finding(s) and program deficiencies shall be resolved through viable corrective action plans. Monitoring is comprised of desk and field reviews, of specific subrecipient records, including supporting financial documentation.

12. APPEALS (HMGP Only)

Subrecipients may appeal any determination made by FEMA by submitting justification in writing to Cal OES within 60 days of the receipt of FEMA's determination, including the monetary figure in dispute, provisions in Federal law, regulation, or policy that support their position.

Cal OES will review the appeal material submitted, make any additional investigations necessary, and forward the appeal with a written recommendation to the FEMA Regional Administrator within 60 days.

The FEMA Regional Administrator will notify Cal OES of the disposition of the subrecipient's appeal, or need for additional information, within 90 days following receipt of all related information.

If the Regional Administrator denies the appeal, the subrecipient may submit a second appeal to Cal OES. Cal OES will review the second appeal and may forward it with a written recommendation to the FEMA Deputy Associate Administrator through the FEMA Regional Administrator. Second appeals shall be submitted no later than 60 days after receipt of notice of the Regional Administrator's denial of the first appeal. In cases involving appeals of a highly technical nature, the Deputy Associate Administrator may refer the appeal to an independent scientific or technical body for review. The Deputy Associate Administrator shall render a determination on the appeal within 90 days following receipt of all related information. The second appeal's determination is final.

See Part 44 of the Code of Federal Regulations (44 CFR) Section 206.440.

PROJECT ASSURANCES FOR FEDERAL ASSISTANCE HAZARD MITIGATION GRANTS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact California Governor's Office of Emergency Services (Cal OES). Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other nondiscrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
16. Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.
18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.
21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, “Debarment and Suspension.

“I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly
authorized by _____
(Name of Organization)

to enter into this agreement for and on behalf of said subrecipient, and by my signature do bind
the subrecipient to the terms thereof .

Printed Name of Authorized Applicant’s Agent

Title

Signature of Authorized Applicant’s Agent

Date

Authorization

I, _____ , do hereby certify as the authorized representative or
Printed Name

officer of _____, that the information contained in this
Name of Organization

application is true and correct.

Title

Signature

Date

PRINT

RESET

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: October 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CALVIN KO, ASSISTANT PLANNER

SUBJECT: CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO ST. ROSE OF LIMA SCHOOL LOCATED AT 4422 E. 60TH STREET FOR AN ANNUAL FUNDRAISER AND DIRECTION REGARDING CONDITIONS OF APPROVAL AS RECOMMENDED IN THE REPORT

RECOMMENDATION:

Staff recommends that City Council find that the application for the special event permit for the annual fundraising event at St. Rose of Lima School located at 4422 E. 60th Street meets the criteria set forth in the Maywood Municipal Code Section 5-15-04(j) and therefore approves the special event permit subject to the conditions of approval set forth in the agenda report.

BACKGROUND:

St. Rose of Lima School will be holding their annual event to assist with funding various school activities at its school location on the south side of East 60th Street between Pine Avenue and Clarkson Avenue. The event is open to the public and they do not have an entrance fee. The fundraiser was held last year, with similar attractions and rides. The City of Maywood did not receive any concerns or complaints from the surrounding neighborhood.

Section 5-15.02 of the MMC requires City Council approval of a permit for an organized assemblage of 75 or more persons at any public place, property, or facility which is to gather for a common purpose under the direction or control of a person. The fundraiser typically has 4,000 attendees during the 3-day event. This year, the event anticipates 15,000 participants during the 4-day event.

DISCUSSION:

The school will be hosting a carnival with mechanical rides, stage performances, booth activities, and no on-site parking. St. Rose of Lima will be expecting an increase in participants, which will bring an increase in congestion during the event dates due to no on-site parking. The event schedule is as follows:

- Event Set Up: Monday - Thursday, October 30 - November 2
- Event: Friday, November 3 from 6 p.m. to 10 p.m.
- Event: Saturday, November 4 from 10 a.m. to 11 p.m.
- Event: Sunday, November 5 from 8 a.m. to 10 p.m.

All events will be held within school grounds. The school will be hosting stalls to sell food and various carnival games. There will be no food preparation on-site, as all food will have been prepared prior to the event. The school will be providing additional sanitation facilities on the event grounds. The event will host up to five (5) carnival rides,

while still providing first responder emergency access. The school will provide the required general liability insurance and name the City as an additional insured on the policy.

St. Rose of Lima School has not indicated on-site parking or security for the event grounds. Staff has provided recommended conditions of approval as follows:

- Provide a site plan indicating the size and location of all tents, tarps, and stages for possible permitting issuance.
- Must obtain all approvals and permits from Los Angeles County Fire Prevention and City of Maywood Building & Planning.
- The site must be in full compliance with the approved plan(s), including but not limited to the location of generators, booths, and stage.
- The amplified sound system is only to be used until 10 p.m., in accordance with the City of Maywood Municipal Code Noise Control Section: 5-23.07.
- Must obtain written inspection and approval from appropriate agencies.
- The sale of alcoholic beverages on the subject property is prohibited at all times.
- All Health Department approvals required for the sale and serving of food shall be obtained not less than two days prior to the start of the event.
- The carnival event area should be cordoned off from vehicle traffic.
- Approved cable bridges shall be provided for electrical cables where subject to physical damage.
- Generators and other internal combustion power sources shall be separated from tents or structures by no less than 20 feet and shall be isolated (e.g. protected by physical barriers such as fencing, enclosure, or other approved means) from contact with the public.
- Provide the required liability insurance in the amounts and form approved by the City's Risk Manager and name the City as an additional insured. Submit evidence of coverage prior to the event.
- The Director of Building and Planning is authorized to impose any other conditions either prior or during the event in order to safeguard the public health, safety and welfare of the participants and/or the community. In such case, the Director shall provide the applicant with the conditions in writing.

LEGAL REVIEW:

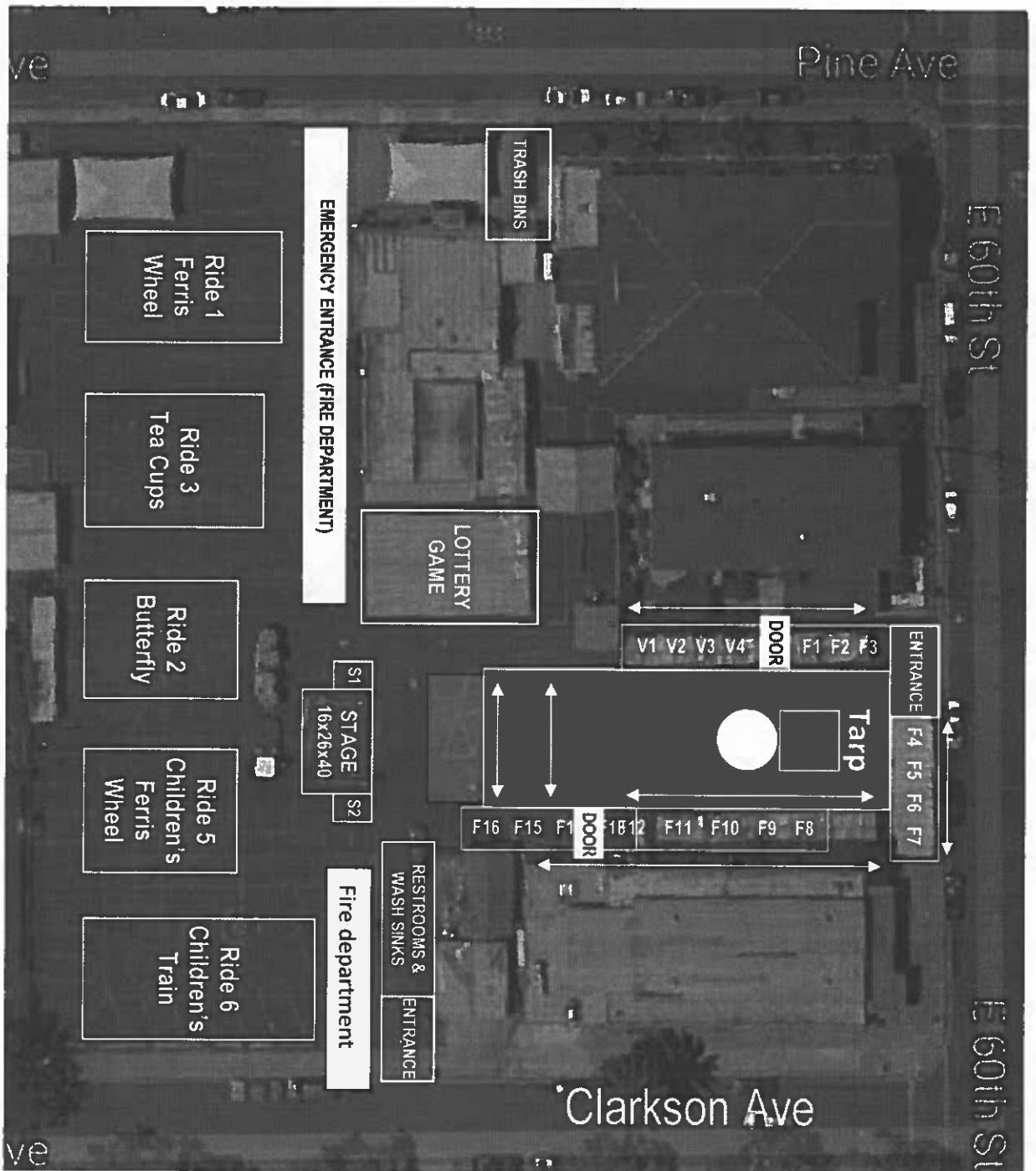
The City Attorney has reviewed this report.

FISCAL IMPACT:

There will be no fiscal impact made to the City.

ATTACHMENT(S)

1. St. Rosa of Lima School Event Layout



V = Vendors
F = Food
S = Speakers

F1 = Sodas/Raspados
F2 = Tamales
F3 = Palomitas
F4 = Enchiladas

F5 = Pupusas
F6 = Gorditas
F7 & F8 = Tacos/Tortas
F9 = Pizza

F10 = Hot Dogs
F11 = Tostilocos/Pescado
F12 = Fruta Picada
F13 = Pozole/Menudo

F14 = Churros/Cafe
F15 = Eliotes
F16 = Aguas Frescas

3 sides open, there are 4 to 6 people per booth, lunch bench under tarp and open space around it, cooking only on F4, F5, F6, F7,

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: October 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DIANA CHO

SUBJECT: CONSIDERATION OF APPROVING RESOLUTION NO. 6325 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR FUNDING

RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 6325 to 1) approve an allocation of \$655,794.00 in Combined Program Year 1 and Year 2 Permanent Local Housing Allocation Program Funds (PLHA) for the Shelter Beds within the Salvation Army Bell Shelter Program and PLHA Rental Assistance Program; 2) approve an allocation of \$402,944.00 in Program Year 3 Permanent Local Housing Allocation Program Funds (PLHA) for the Shelter Beds within the Salvation Army Bell Shelter Program and PLHA Rental Assistance Program; and 3) authorizing the Mayor, or his designee, to execute a contract for funding.

BACKGROUND:

The City is a participating city of the Los Angeles County Development Authority (LACDA) as such LACDA implements CDBG activities for the City. In 2020, LACDA applied for a grant from the California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation (PLHA) Program. PLHA is an SB 2 funded program that provides an ongoing permanent source of funding through State Property Transfer Fees to increase affordable housing stock in California. Cities that are partners of the County through the Urban County Cooperation Agreement will be able to access the allocations for the PLHA housing program through the LACDA.

On October 14, 2020, the City Council approved and adopted Resolution No. 6147 to allocate PLHA funds for the COVID-19 Rental Assistance Program. However, LACDA subsequently informed the City that the HCD recommended that cities refer tenants to the California COVID-19 Rent Relief Program for rent and utility grant assistance. The Year 1 PLHA allocation of \$256,740.00 was available for reallocation to other eligible activities, and the City proposed to reallocate the PLHA funds for the Shelter Beds within the Salvation Army Bell Shelter Program.

On March 23, 2022, the City Council approved and adopted Resolution No. 6229 to allocate \$70,000.00 for the Shelter Beds within the Salvation Army Bell Shelter. However, LACDA's approval of the City's proposed PLHA-funded program was delayed due to unanticipated challenges with the State HCD and participating cities to navigate through the new program's requirements.

Additionally, the LACDA was unable to receive a standard agreement from the State which significantly delayed moving forward with completing the eligibility reviews to assess the proposed activities, determine that

all the conditions for funding and program/regulatory requirements have been met, and the amount of funds designated for a specific activity can be expended by the State's deadline.

DISCUSSION:

Combined PLHA Year 2 Funding (A combination of the previous Year 1 and Year 2 amounts)

The City's allocation of PLHA funds included \$256,740.00 in Year 1 funds and \$399,054.00 in Year 2 funds totaling \$655,794.00. Due to the delays in receiving an executing standard agreement with the State, LACDA is moving forward with an approach which allows all cities with State-approved Housing Elements to fund proposed activities and projects with their combined Year 1 and Year 2 total through the Year 2 Funding Pool. These funds must be expended by the PLHA Year 2 deadline on December 31, 2024.

It is proposed that PLHA Combined Year 2 funding be allocated to the following programs:

- Shelter Beds within the Salvation Army Bell Shelter Program - \$70,794.00

This program will address the impact of homelessness by securing access to shelter beds for the unhoused in the City of Maywood. The program has been developed in collaboration with other participating cities within the Southeast Los Angeles subregion to offer access to shelter beds. Four (4) shelter beds at the Salvation Army Bell Shelter will be made available to the unhoused from the City. PLHA funds will pay for the shared cost of the shelter beds, and City costs for personnel and PLHA program administration/reporting.

- PLHA Rental Assistance Program - \$585,000.00

The Rental Assistance grants are rental payments and/or utility payments made on behalf of an income-eligible household up to a minimum of six (6) months and a maximum of twelve (12) months. The goal of this program is designed for the preservation of affordable rental housing in the City. Additionally, the PLHA funds will pay for personnel, non-personnel, rental assistance, utility costs, operating costs, and PLHA program administration/reporting.

The Shelter Beds within the Salvation Army Bell Shelter Program and PLHA Rental Assistance Program both meet the PLHA eligibility criteria for Activity No. 6 as follows:

Eligible Activity No. 6 - Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/ease management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency centers, and new construction rehabilitation, and preservation of permanent and transitional programs using PLHA funds.

PLHA Year 3 Funding

LACDA has released information on the allocation of PLHA Year 3 funding to cities that qualify and wish to utilize the funds for current or new eligible projects and/or programs. To receive the Year 3 funding, cities must have a State-approved Housing Element. It is anticipated that Year 3 funding will be available by December 31, 2023. These funds must be expended by the PLHA Year 3 deadline on December 31, 2025.

The City of Maywood's PLHA Year 3 allocation is \$402,944.00. It is proposed that Year 3 funds be allocated for continuation of the Shelter within the Salvation Army Bell Shelter Program and PLHA Rental Assistance Program as follows:

- Shelter Beds within the Salvation Army Bell Shelter Program - \$70,944.00
- PLHA Rental Assistance Program - \$332,000.00

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The PLHA Program does not impact the City's General Fund Budget. The FY 2023-2024 City Budget will be amended to allocate \$655,794.00 in Year 2 Combined PLHA funds. The \$402,944.00 in Year 3 PLHA funds will be allocated in the next FY 2024-2025 City Budget.

F.Y. 23-24 Impact: \$655,794.00	Current F.Y. Budget: \$ 0
Fund Impacted: Grant Special Revenue	Budget adjustment requested: \$655,794.00
Source of funds: PLHA	Updated Account Budget: \$655,794.00
Account Number: 501-410-6115	For Fiscal Year: 2023-2024

ATTACHMENT(S)

1. Resolution No. 6325 Approving Allocation of PLHA Program Funds
2. 2020-0015-01-2020-2021 PLHA Program for Urban County Participating Cities
3. 2020-0102-01-2021- Final PLHA Bulletin
4. 2022-0082-01-GMU Bulletin No. 23-0005 - PHLA Program Year 3 Funding Instructions for Participating Cities

RESOLUTION NO. 6325

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) ACTING ON BEHALF OF THE COUNTY

WHEREAS, the City of Maywood desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the City Council previously adopted Resolution No.6147 on October 14, 2020 approving the allocation of \$256,740.00 in FY 2020-2021 PLHA funds for the Rental Assistance Program to provide rent relief to residents affected by the COVID-19 pandemic; and

WHEREAS, the Los Angeles County Development Authority (LACDA) notified the City that rental assistance was available through the California COVID-19 Rent Relief Program and PLHA funds may be used instead for other eligible activities and programs; and

WHEREAS, the City subsequently adopted Resolution No. 6229 on March 23, 2022 approving the allocation of \$70,000.00 from a portion of the \$256,740.00 in FY 2020-2021 PLHA funds for the Shelter Beds within the Salvation Army Bell Shelter Program; and

WHEREAS, the Los Angeles County Development Authority (LACDA) further notified the City of unanticipated delays in receiving the standard agreement for PLHA Program funding and is moving forward with an approach which allows cities with State-approved Housing Elements to fund proposed activities and projects with their combined Year 1 and Year 2 total through the Year 2 Funding Pool; and

WHEREAS, the City has a combined PLHA Year 2 Allocation of \$655,794.00 (a combination of previous Year 1 and Year 2 amounts) to be expended by December 31, 2024; and

WHEREAS, the City will have a PLHA Year 3 Allocation of \$402,944.00 to be expended by December 31, 2025; and

WHEREAS, the City authorizes the execution of a Reimbursable Contract(s) with the County of Los Angeles in order to receive said PLHA funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. The City Council approves assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/ease management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency centers, and new construction rehabilitation, and preservation of permanent and transitional programs using PLHA funds.

SECTION 3. The City Council approves the allocation PLHA funds for the Shelter Beds within the Salvation Army Bell Shelter Program to include:

PLHA Combined Year 2 Funding	\$70,794.00
PLHA Year 3 Funding	\$70,944.00

SECTION 4. The City Council approves the allocation PLHA funds for the PLHA Rental Assistance Program to include:

PLHA Combined Year 2 Funding	\$585,000.00
PLHA Year 3 Funding	\$332,000.00

SECTION 5. The City Council authorizes the Mayor, or his designee, to execute a contract with the County of Los Angeles in order to fund and receive the PLHA funds and also authorizes the City Manager to execute any and all other documents necessary for participation in the Los Angeles Urban County PLHA Program on behalf of the City of Maywood.

SECTION 6. The City Council authorizes the City Manager to adjust the PLHA program budget as necessary to take into account any changes to eligibility of activities, program implementation, and amounts to be expended by the PLHA Program deadlines.

SECTION 7. This Resolution shall be effective immediately upon its passage and approval.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 25th day of October 2023.

[signatures in the following page]

Frank Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Brian E. Juarez, City Clerk

Roxanne Diaz, City Attorney

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

I, Brian E. Juarez, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6325 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 25th day of October, 2023 by the following roll call vote, to wit:

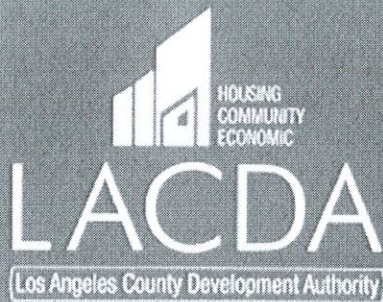
AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk



GMU BULLETIN

700 West Main Street, Alhambra, CA 91801

NUMBER: **20-0013**

SUBJECT: **2020-2021 PERMANENT LOCAL HOUSING
ALLOCATION (PLHA) PROGRAM FOR URBAN
COUNTY PARTICIPATING CITIES**

DATE: **August 31, 2020**

EFFECTIVE DATE: **Immediately**

PAGE **1** OF **2**

TO: PARTICIPATING CITIES

The County of Los Angeles (County) applied for a grant from the California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation (PLHA) Program. PLHA is an SB 2 funded program that provides an ongoing permanent source of funding through State Property Transfer Fees to increase affordable housing stock in California. The LACDA, on behalf of the County, has applied for its annual allocation. This allocation includes funding for the Los Angeles County Development Authority (LACDA) to administer the program and for the Urban County Participating Cities to implement housing programs. Cities that are partners of the County through the Urban County Cooperation Agreement will be able to access their allocations for this housing program through the LACDA. It is estimated that the County will be allocating approximately \$5,056,130 to Participating Cities through the program and \$5,417,739 will be allocated to the unincorporated areas in Los Angeles County through the County Supervisor's District Offices.

Because of the limited time we had to submit the application for this current Fiscal Year, the County identified the activity to be funded for the State PLHA Plan as the Eviction Defense Program. However, cities will be given the option to utilize their allocated funds for other eligible housing activities (see Attachment A and B, PLHA List of Eligible Activities and the 2020 Allocation).

The LACDA must amend the State PLHA Plan previously submitted to include the various activities that Participating Cities wish to implement, and this will require the Board of Supervisor's approval prior to submission to the State. Cities must utilize the grant funds for eligible activities and identify them, using the enclosed form, "Proposed Program for the State Permanent Local Housing Allocation Program" (Attachment C). This form should be completed and submitted to the LACDA, no later than October 15, 2020, along with a Resolution (Sample Resolution enclosed, Attachment D) indicating City Council approval. In order to manage this process in an efficient manner; so that we are prepared when the County does receive the PLHA funding from the State, there are several steps that we must take in preparation for this event.

The LACDA will take administrative action to set up procedures and processes to receive these funds and issue contracts for this program. After October 15, 2020, we will review the City's proposed activity (Attachment C) and an eligibility determination will be made. The next step will be for the LACDA to send a contract to the City, which hopefully will be by mid-December 2020. We anticipate PLHA funds to be received by the County before the end of the calendar year, however, given the unique set of circumstances we find ourselves in this year, we can only convey the information we have to date. The County and its' Partner Cities should be prepared to begin implementing these programs in January 2021. We will communicate closely with cities and keep you apprised of information and the schedule regarding this program as we receive information from the State. Please be aware that the County cannot issue PLHA funding until we receive funding from the State.

We will need a copy of a Resolution from your City Council approving the program and the City's participation in the PLHA Program. The enclosed resolution (Attachment D) is simply a sample meant to provide some guidance in this area. We recognize that many cities have their own format. We will need both documents completed; the **Proposed Program for the State Permanent Local Housing Allocation Program Form and the City Council Resolution by October 15, 2020.**

You may contact Linda Jenkins at (626) 586-1765 or linda.jenkins@lacda.org, should you need assistance in this matter or have any questions related to the Permanent Local Housing Participation Program.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D B', followed by a horizontal line.

DAVON BARBOUR, Director
Community & Economic Development Division

DB:LJ:HR:ob

K:\GMU COMMON\BULLETINS (Working File - WORD Version)\CDBG\2020\PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FOR URBAN COUNTY PARTICIPATING CITIES.docx

ATTACHMENT A

PERMANENT LOCAL HOUSING ALLOCATION (PLHA) LIST OF ELIGIBLE ACTIVITIES

Eligible activities for the formula allocations are:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120-percent of AMI, or 150-percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - A. This activity may include sub-awards to administrative entities as defined in HSC Section 50490(a)(1-3) that were awarded the CESH program or HEAP funds for rental assistance to continue assistance to these households.
 - B. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8225(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).
7. Accessibility modifications in lower-income owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing project.

Permanent Local Housing Allocation 2020

Total Urban County Entitlement \$11,025,126

Less Administration (5%)	<u>\$551,256</u>
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Total 2020-2021 to be Allocated \$10,473,870

City	Population 2015	Poverty 2015	Overcrowding 205	Factor	Allocation
AGOURA HILLS	20,697	1194	65	0.004345193	\$45,511
ARCADIA	57,564	5486	735	0.017424818	\$182,505
AVALON	3,777	539	313	0.002380354	\$24,932
AZUSA	48,033	7569	1,758	0.023293918	\$243,977
BELL	35,998	9947	2,394	0.027934862	\$292,586
BELL GARDENS	42,842	11935	3,556	0.035962885	\$376,671
BEVERLY HILLS	34,663	3100	317	0.009723729	\$101,845
CALABASAS	24,075	1897	62	0.005785489	\$60,596
CLAREMONT	35,762	2591	300	0.009000859	\$94,274
COMMERCE	13,017	2052	724	0.007213434	\$75,553
COVINA	48,587	5245	1,042	0.017183349	\$179,976
CUDAHY	24,138	7527	1,922	0.021198893	\$222,034
CULVER CITY	39,469	3491	803	0.012618399	\$132,163
DIAMOND BAR	56,471	3919	322	0.013396981	\$140,318
DUARTE	21,769	3313	535	0.009425774	\$98,724
EL SEGUNDO	16,929	1224	208	0.004496691	\$47,098
HAWAIIAN GARDENS	14,475	4426	806	0.011318428	\$118,548
HIDDEN HILLS	1,557	76	2	0.000295148	\$3,091
HERMOSA BEACH	19,747	783	79	0.003660287	\$38,337
IRWINDALE	1,426	178	31	0.000542803	\$5,685
LA CANADA-FLINTRIDGE	20526	518	129	0.003520497	\$36,873
LA HABRA HEIGHTS	5,425	186	39	0.001023701	\$10,722
LA MIRADA	49,182	3453	1,257	0.015277139	\$160,011
LA PUENTE	40,496	5853	1,911	0.020385377	\$213,514
LA VERNE	31,920	2576	352	0.008744464	\$91,588
LAWNDALE	33,231	5915	1,639	0.018693836	\$195,797
LOMITA	20,622	3009	479	0.008629249	\$90,382
MALIBU	12,856	1339	95	0.003815106	\$39,959
MANHATTAN BEACH	35,603	1416	90	0.006415414	\$67,194
MAYWOOD	27,739	8284	2,405	0.024512447	\$256,740
MONROVIA	37,164	3738	685	0.012315745	\$128,994
RANCHO PALOS VERDES	42,464	1799	277	0.008437302	\$88,371
ROLLING HILLS ESTS	8188	444	43	0.001738249	\$18,206
SAN DIMAS	34,073	2283	223	0.008062317	\$84,444
SAN FERNANDO	24,296	4563	947	0.013120635	\$137,424
SAN GABRIEL	40,198	5492	1,402	0.017948713	\$187,992
SAN MARINO	13,353	740	108	0.002996815	\$31,388
SANTA FE SPRINGS	17,162	2153	660	0.007591641	\$79,514
SIERRA MADRE	11,084	636	62	0.002420530	\$25,352
SIGNAL HILL	11,332	2041	515	0.006251968	\$65,482
SOUTH EL MONTE	20,483	4200	995	0.012318315	\$129,020
SOUTH PASADENA	25,999	2025	319	0.007127353	\$74,651
TEMPLE CITY	36,079	3414	745	0.011916778	\$124,815
WALNUT	29,970	1999	223	0.007175079	\$75,151
WEST HOLLYWOOD	35,332	5408	311	0.013320883	\$139,521
WESTLAKE VILLAGE	8,471	512	16	0.001775713	\$18,599
TOTAL PARTICIPATING CITIES	1,234,244	150,488	31,901	0.482737559	\$5,056,130

Supervisory Districts (Unincorporated Area only) *

I.	262483	52,187	13,007	0.156276164	\$1,636,816
II.	253210	64,961	12,653	0.173593546	\$1,818,196
III.	21,410	1,826	60	0.005377334	\$56,321
IV.	223783	24,416	6,599	0.086079046	\$901,581
V.	279396	31,613	4,587	0.095936351	\$1,004,825
TOTAL DISTRICTS	1,040,282	175,002	36,907	0.517262441	\$5,417,739
TOTAL ALLOCATIONS	2,274,526	325,490	68,808	100%	\$10,473,870

* Supervisorial District boundary updated after 2011 adopted reapportionment borders; the population numbers are based on 2011-

2015 ACS Data

All Participating Cities	\$5,056,130
All Supervisorial Districts	\$5,417,739
County Administration	<u>\$551,266</u>
TOTAL URBAN COUNTY DISTRIBUTION	\$11,025,126

**PROPOSED ACTIVITY OR ACTIVITIES
FOR THE STATE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

City Name _____

Date _____

Name and Description of the Eligible Activity or Activities the City would like to Implement Using PLHA funds:

Budget (s) Proposed for Activity or Activities:

Pertinent Facts and Information about the Priority Need for this Activity or Activities in your City:

Submitted to LACDA By: _____

Date: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____ APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE MAYOR, OR HIS/HER DESIGNEE, TO SIGN A CONTRACT FOR FUNDING FOR THIS PROGRAM FROM THE COUNTY OF LOS ANGELES

WHEREAS, the City of _____ desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program for the period beginning January 2021; and

WHEREAS, the city authorizes the execution of a contract with the County of Los Angeles in order to receive said PLHA funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____ AS FOLLOWS:

SECTION 1. The City Council approves the _____ program to be implemented using PLHA funds.

SECTION 2. The City Council authorizes the Mayor, or his/her designee, to execute any and all documents necessary for participation in the Los Angeles Urban County PLHA Program on behalf of the City of _____.

PASSED, APPROVED, AND ADOPTED this (date) day of _____ 2020.

(name), Mayor

ATTEST:

(NAME), City Clerk

I, _____, City Clerk of the City of _____, do hereby certify that the foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of _____ held on the (date) day of _____, by the following votes:

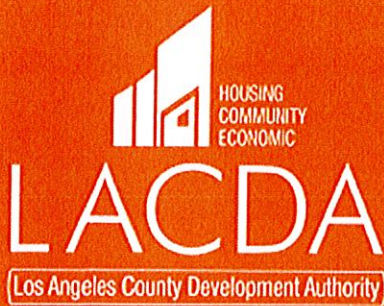
AYES:

NOES:

ABSENT:

ABSTAIN:

(name), City Clerk



GMU BULLETIN

700 West Main Street, Alhambra, CA 91801

NUMBER: **21-0004**

SUBJECT: **2020 PROGRAM ALLOCATIONS, YEAR 2 FOR THE
PERMANENT LOCAL HOUSING ALLOCATION (PLHA)
PROGRAM FOR URBAN COUNTY PARTICIPATING
CITIES**

DATE: **MAY 13, 2021**

EFFECTIVE DATE: **IMMEDIATELY**

PAGE **1** OF **2**

TO: PARTICIPATING CITIES

The Los Angeles County Development Authority (LACDA) would like to inform our Partner Cities about the status of the Permanent Local Housing Allocation (PLHA) Program funding for Year 1 and the Notice of Funding Availability (NOFA) released for Year 2. As some of you may know, the State was initially delayed in starting Year 1 (2019 Allocation) of this new program and is now trying to get on a schedule. The Year 1 Allocation for the PLHA Program is now being followed quickly by the Year 2 Allocation (2020 Allocation). The program year for the PLHA Program will begin on July 1st and end on June 30th.

The initial PLHA application for Year 1, which was submitted to the State on July 27, 2020 requested that 100% of the funding be dedicated to Eviction Defense activities (see attachment B for Eligible Activities). Because we were still learning about the legislation and this new program, and we had a short time frame to submit the application to the State it was determined that Eviction Defense would be the best activity to request funds for; Rental Assistance was critically needed this past year, and still is for many households in Los Angeles County. We knew that we would submit an amendment to the State-approved PLHA Plan to include activities for the cities that would support other housing efforts.

Last fall, in October 2020 the California State Department of Housing and Community Development (HCD) determined that the PLHA Program funding for Year 1 would be approved and awarded a grant to the County for funding activities under PLHA Program Eligible Activity 301(a)(6). All funds (with the exception of the administrative allocation) would be directed to Eviction Defense activities. At the time, the HCD informed us that funding for other eligible activities would require an amendment to the PLHA Program Five (5) Year Plan.

During the months of November and December, we inquired from cities what activities they would like to implement with the PLHA funding. In January 2021, the LACDA received approval of the original PLHA Five (5) Year Plan and was issued a Standard Agreement from the State. The Board of Supervisors approved and adopted the Amended Plan on February 9, 2021, which was submitted to PLHA State officials. However, because the timing was so close to the release of the NOFA for Year 2 of the PLHA Program they would review the amendment together with our application for Year 2 of the PLHA Program.

The NOFA for Year 2 of the PLHA Program has been released. The LACDA, on behalf of the County, will apply for its annual allocation. This allocation includes funding for the LACDA to administer the program and for the Urban County Participating Cities to implement affordable housing programs. Cities that are partners of the County through the Urban County Cooperation Agreement will be able to access their allocations for this housing program through the LACDA. We have been informed that the County will receive an allocation of **\$17,136,476** for Year 2 of this program. Attachment A indicates in more detail how the allocation is distributed.

Cities should consider the proposed activity they would like to fund (Attachment B) for Year 2 of this program. Funding will not be released for the City PLHA funded activities until the State approves our amendment.

We have already learned that there will be some changes to the PLHA eligible activities and Partner Cities will have the option to reconsider their activity or designate their funding to a local or Regional Housing Trust. Any unused funding will be rolled over to the following calendar year and can be designated to the Eligible Activity.

Cities should utilize the grant funds for eligible activities and identify them, using the enclosed form "Proposed Program for the State Permanent Local Housing Allocation Program" (Attachment C). **This form should be completed and submitted to the LACDA, along with a Resolution (Sample Resolution enclosed, Attachment D) indicating City Council approval by no later than June 30, 2021.**

Given the unique set of circumstances that we continue to find ourselves in this year, we can only convey the information we have to date. The County and its' Partner Cities should be prepared to begin implementing these programs by July 1, 2021. We will communicate closely with cities and keep you apprised of information and the schedule regarding this program as soon as we receive information from the State.

Please be aware that the County cannot issue PLHA funding until we receive funding from the State. You may contact Jenny Salazar, PLHA Specialist, at 626.586.1533 or jenny.salazar@lacda.org, should you need assistance in this matter or have any questions related to the PLHA Program.

Sincerely,



LINDA JENKINS, Acting Director
Community & Economic Development Division

LJ:HR:ob
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Attachments

Attachment A						
Permanent Local Housing Allocation 2020				Total Urban County Entitlement		\$17,136,461
				Less Administration (5%)		(\$856,823)
				Total 2021-2022 to be Allocated		\$16,279,638
Population			Poverty	Overcrwding		
City		2015	2015	2015	Factor	Allocation
AGOURA HILLS		20,697	1194	65	0.004345193	\$70,738
ARCADIA		57,564	5486	735	0.017424818	\$283,670
AVALON		3,777	539	313	0.002380354	\$38,751
AZUSA		48,033	7569	1,758	0.023293918	\$379,217
BELL		35,998	9947	2,394	0.027934862	\$454,769
BELL GARDENS		42,842	11935	3,556	0.035962885	\$585,463
BEVERLY HILLS		34,663	3100	317	0.009723729	\$158,299
CALABASAS		24,075	1897	62	0.005785489	\$94,186
CLAREMONT		35,762	2591	300	0.009000859	\$146,531
COMMERCE		13,017	2052	724	0.007213434	\$117,432
COVINA		48,587	5245	1,042	0.017183349	\$279,739
CUDAHY		24,138	7527	1,922	0.021198893	\$345,110
CULVER CITY		39,469	3491	803	0.012618399	\$205,423
DIAMOND BAR		56,471	3919	322	0.013396981	\$218,098
DUARTE		21,769	3313	535	0.009425774	\$153,448
EL SEGUNDO		16,929	1224	208	0.004496691	\$73,204
HAWAIIAN GARDENS		14,475	4426	806	0.011318428	\$184,260
HIDDEN HILLS		1,557	76	2	0.000295148	\$4,805
HERMOSA BEACH		19,747	783	79	0.003660287	\$59,588
IRWINDALE		1,426	178	31	0.000542803	\$8,837
LA CANADA-FLINTRIDGE		20526	518	129	0.003520497	\$57,312
LA HABRA HEIGHTS		5,425	186	39	0.001023701	\$16,665
LA MIRADA		49,182	3453	1,257	0.015277139	\$248,706
LA PUENTE		40,496	5853	1,911	0.020385377	\$331,867
LA VERNE		31,920	2576	352	0.008744464	\$142,357
LAWNDALE		33,231	5915	1,639	0.018693836	\$304,329
LOMITA		20,622	3009	479	0.008629249	\$140,481
MALIBU		12,856	1339	95	0.003815106	\$62,109
MANHATTAN BEACH		35,603	1416	90	0.006415414	\$104,441
MAYWOOD		27,739	8284	2,405	0.024512447	\$399,054
MONROVIA		37,164	3738	685	0.012315745	\$200,496
RANCHO PALOS VERDES		42,464	1799	277	0.008437302	\$137,356
ROLLING HILLS ESTS		8188	444	43	0.001738249	\$28,298
SAN DIMAS		34,073	2283	223	0.008062317	\$131,252
SAN FERNANDO		24,296	4563	947	0.013120635	\$213,599
SAN GABRIEL		40,198	5492	1,402	0.017948713	\$292,199
SAN MARINO		13,353	740	108	0.002996815	\$48,787
SANTA FE SPRINGS		17,162	2153	660	0.007591641	\$123,589
SIERRA MADRE		11,084	636	62	0.002420530	\$39,405
SIGNAL HILL		11,332	2041	515	0.006251968	\$101,780
SOUTH EL MONTE		20,483	4200	995	0.012318315	\$200,538
SOUTH PASADENA		25,999	2025	319	0.007127353	\$116,031
TEMPLE CITY		36,079	3414	745	0.011916778	\$194,001
WALNUT		29,970	1999	223	0.007175079	\$116,808
WEST HOLLYWOOD		35,332	5408	311	0.013320883	\$216,859
WESTLAKE VILLAGE		8,471	512	16	0.001775713	\$28,908
TOTAL PARTICIPATING CITIES		1,234,244	150,488	31,901	0.482737559	\$7,858,793
Supervisorial Districts (Unincorporated Area only) *						
I.		262483	52,187	13,007	0.156276164	\$2,544,119
II.		253210	64,961	12,653	0.173593546	\$2,826,040
III.		21,410	1,826	60	0.005377334	\$87,541
IV.		223783	24,416	6,599	0.086079046	\$1,401,336
V.		279396	31,613	4,587	0.095936351	\$1,561,809
TOTAL DISTRICTS		1,040,282	175,002	36,907	0.517262441	\$8,420,845
TOTAL ALLOCATIONS		2,274,526	325,490	68,808	100%	\$16,279,638

ATTACHMENT B

PERMANENT LOCAL HOUSING ALLOCATION (PLHA) LIST OF ELIGIBLE ACTIVITIES

Eligible activities for the formula allocations are:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, or rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas, see appendix B for a list of High-cost areas), including necessary Operating subsidies.

Note: Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.

2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. See Appendix B for a list of High-cost areas in California.

Note: Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of Affordable rental and ownership housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.

3. Matching portions of funds placed into Local or Regional Housing Trust Funds. Matching funds must be utilized as required by PLHA guidelines Section 301(a).
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176. Matching funds must be utilized as required by PLHA guidelines Section 301(a).
5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent Supportive Housing.
6. Assisting persons who are experiencing or At risk of homelessness in conformance with [24 Code of Federal Regulations \(CFR Section 578.3\)](#), including
 - Rapid rehousing in conformance with federal rules contained in 24 CFR Section 576.104, except for legal services;
 - Rental assistance with a term of at least six (6) months (rental arrears is not eligible);
 - Street outreach, and other Supportive/case management services in conformance with federal rules contained in 24 CFR Section 576.101 that allow people to obtain and retain housing;

- Operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - a. This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) Program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.
 - b. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with Welfare Institutions Code (WIC) Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255(b).
- 7. Accessibility modifications in Lower-income (up to 80 percent of AMI) Owner-occupied housing.
- 8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
- 9. Homeownership opportunities, including, but not limited to, down payment assistance.
- 10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing projects, or matching funds invested by a county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the Affordable housing project.

**ATTACHMENT C
PROPOSED ACTIVITY OR ACTIVITIES
FOR YEAR TWO OF THE STATE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

City Name: _____ Date: _____

Name and Description of the Eligible Activity or Activities the City would like to Implement Using PLHA funds:

Budget(s) Proposed for Activity or Activities:

Pertinent Facts and Information about the Priority Need for this Activity or Activities in your City:

☐ Please check box to continue implementing PLHA Eligible Activity from prior year
\$ _____ (PLHA Funds distribution) to _____
\$ _____ (PLHA Funds distribution) to _____

Submitted by: _____

Date: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____ APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMENENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE MAYOR, OR HIS/HER DESIGNEE, TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) ACTING ON BEHALF OF THE COUNTY.

WHEREAS, the City of _____ desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the city authorizes the execution of a Reimbursable Contract with the County of Los Angeles in order to receive said PLHA funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____ AS FOLLOWS:

SECTION 1. The City Council authorizes the Mayor, or his/her designee, to execute any and all documents necessary for participation in the Los Angeles Urban County PLHA Program on behalf of the City of _____.

PASSED, APPROVED, AND ADOPTED this (date) day of _____ 2021.

(name), Mayor

ATTEST:

(NAME), City Clerk

I, _____, City Clerk of the City of _____, do hereby certify that the foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of _____ held on the (date) day of _____, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

(name), City Clerk

GMU BULLETIN

700 West Main Street, Alhambra, CA 91801

NUMBER: 23-0005	SUBJECT: PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM YEAR 3 FUNDING INSTRUCTIONS FOR PARTICIPATING CITIES
DATE: April 6, 2023	EFFECTIVE DATE: IMMEDIATELY
PAGE 1 OF 3	

TO: PLHA PARTICIPATING CITIES

This bulletin provides information to our Participating Cities (Cities) on the Permanent Local Housing Allocation (PLHA) Program and on PLHA Year 3 funding to Cities who meet PLHA regulatory and eligibility requirements.

We are pleased to announce that the California Department of Housing and Community Development has announced that the County of Los Angeles (County) will receive an allocation of **\$18,858,143** for PLHA Year 3 of this program. Cities who have a State-approved Housing Element are invited to follow the instructions below to program their PLHA Year 3 allocation to implement eligible affordable housing programs. Cities can verify compliance with State Housing Element Law pursuant to GC Section 65585 at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements>.

Attachment A provides the new PLHA Year 3 allocation amounts available to Cities that qualify and wish to utilize these funds for current or new eligible activities. To receive PLHA Year 3 funding, Cities with a State-approved Housing Element who wish to use their available allocation for PLHA Eligible Activities, must submit a Letter of Intent and proposed Exhibit A form to opt-in and receive funding. The Letter of Intent must include concise details of the proposed Activity and Sub-Activity, if applicable, and describe how the City will spend the funds by December 31, 2025.

Please consider the complexity of the project being proposed, available resources, and whether the funding amount can be expended by the expenditure deadline. Because the shared allocation limits the amount of funding available to each jurisdiction, PLHA may not be the best funding source for all eligible activities. If a City does not submit a Letter of Intent, the available allocation will be retained by the County and reallocated to Countywide program(s).

Please adhere to the following deadlines to receive funding:

1. May 1, 2023 - The Letter of Intent must be completed and submitted to the LACDA.
2. May 31, 2023 - Proposed Exhibit A form must be submitted (Attachment B).
3. June 30, 2023 - City Council approval resolution must be submitted (Attachment C - Sample).

PLHA Participating Cities

April 6, 2023

Page 2

Please be aware that the County cannot issue PLHA funding to Cities until all conditions for funding and program/regulatory requirements have been met and LACDA receives an executed agreement for PLHA Year 3 funds from the State. It is also important to note that certain predevelopment costs for housing development projects receiving PLHA funding are eligible for reimbursement as long as the expenses are incurred no more than 12-months prior to execution of a contract for that activity between LACDA and the City.

An update on the County of Los Angeles PLHA program to-date:

Launching the new PLHA program has had many unanticipated challenges. LACDA has worked with the State HCD and our Cities to navigate through evolving requirements and how best to program funding to meet priority local needs within the State's deadlines to expend the funds. As shared in meetings and other communications, we developed and subsequently amended the 5-year plan that established eligible PLHA activities.

In a bulletin issued on August 31, 2020, the LACDA initially designated 100% of the County's funding for PLHA Eligible Activity 301(a)(6) - Housing for Homeless and partnered with the Los Angeles County Department of Consumer and Business Affairs to fund the Countywide Stay Housed LA Program. The program has assisted over 500 LA County residents to-date and will continue providing services until April 30, 2024. This bulletin also stated our intent to amend the initial State-approved PLHA plan and expand the types of eligible activities that PLHA funds could be used to support other housing efforts. Cities were informed of funding that calculated an amount of the County's PLHA Year 1 funding to each City following the CDBG formula allocation methodology and asked to submit proposed activities for these funds by October 15, 2020. These proposals provided information used to expand the number of eligible activities.

Following extensive negotiations with the State, LACDA shared in a bulletin dated May 13, 2021, that the initial plan would be amended and include additional eligible activities that would be approved with the execution of the agreement with the State allocating PLHA Year 2 funds to the County. This agreement was finally executed on October 28, 2022 and allowed for qualified participating cities to designate their available funding for programs proposed in October 2020 and by June 30, 2021 for PLHA Year 2 funds.

It was never anticipated it would take more than a year for the County to receive a standard agreement from the State. While the Eviction Defense program has continued, this has significantly delayed moving forward with completing the eligibility reviews to assess the proposed activities, determine that all the conditions for funding and program/regulatory requirements have been met, and the amount of funds designated to a specific activity can be expended by the State's deadline. We have engaged all cities with State-approved Housing Elements that have proposed activities and are moving forward with an approach which allows them to fund projects and programs with their combined total available funds that must be expended by a PLHA Year 2 deadline of December 31, 2024.

PLHA Participating Cities
April 6, 2023
Page 3

The LACDA has retained all PLHA funds allocated to the County that were calculated to be available to other Cities whom did not submit a Proposed Activity and Resolution requesting to use PLHA funding for eligible activities which will be used to fund Countywide programs. These Cities, with or without State-approved Housing Elements, do not have to submit additional documentation to designate those funds. It has also been determined that LACDA will move forward with reverting to our original 100% PLHA Year 1 allocation to go towards Housing for Homeless Activities to ensure all funds can be expended by the deadline of December 31, 2023. The amended 5-year Plan for PLHA Years 2 through 5 now includes all activities available to participating cities identified in Attachment B.

Given the circumstances we had to overcome to get this new program underway, LACDA is confident that the many of the unexpected challenges have been resolved and we are well positioned to move PLHA funds into these much needed projects and programs. We will continue to communicate any new information we receive and anticipate that PLHA Year 3 funding will be available by December 31, 2023.

You may contact me at (626) 586-1765 or Linda.Jenkins@lacda.org or Jenny Salazar, PLHA Specialist, at (626) 586-1533 or jenny.salazar@lacda.org, should you need assistance in this matter or have any questions related to the PLHA Program.

Sincerely,


Linda Jenkins (Apr 6, 2023 14:24 PDT)

LINDA JENKINS, Director
Community Development Division

Attachments

LJ:DV:JS:ab
T:\GMU Bulletins - Working Drafts\CDBG\2023

PERMANENT LOCAL HOUSING ALLOCATION PROGRAM EXHIBIT A INPUT FORM

1. ACTIVITY:

(a) Project Title:	
(b) Proposed Beginning Date:	Proposed Ending Date:

2. OPERATING AGENCY:

(a) Agency Name:	
(b) Agency Address:	
(c) Contact Information:	
Name:	
Title:	
Telephone Number:	
E-mail Address:	

3. PROJECT ADMINISTRATION:

4. CONTRACTED SERVICES/SUBRECIPIENTS: (Describe duties to be performed.)

5. ACTIVITY ELIGIBILITY SUMMARY: Select Activity and Sub-Activity:

☐ **Multifamily Rental Housing**

- ☐ Acquisition ☐ Predevelopment ☐ Development
☐ Rehabilitation ☐ Preservation ☐ Operating Subsidies

☐ **Affordable Rental, Ownership, and ADU Housing**

- ☐ Acquisition ☐ Predevelopment ☐ Development
☐ Rehabilitation ☐ Preservation

☐ **Matching Funds to Regional Housing Trust Funds**

☐ **Housing for Homeless**

- ☐ Rapid Rehousing ☐ Rental Assistance ☐ Supportive Case Management
☐ Operating Costs for Navigating Centers ☐ Capital Costs for Navigation Centers
☐ Operating Costs for Emergency Shelters ☐ New Construction
☐ Rehabilitation ☐ Preservation

☐ **Accessibility Modifications for Owner-Occupied Housing**

☐ **Acquisition and Rehabilitation of Foreclosed or Vacant Homes**

☐ **Homeownership Opportunities Assistance**

(b) Estimated Number of Accomplishments:	
(c) Performance Indicator:	☐ Units ☐ Households

6. ACTIVITY SUMMARY:

- (a)** Provide a detailed description of the activity to be implemented within the overall project. The summary should provide sufficient detail (who, what, when, where) to permit a clear understanding of the nature, beneficiaries, and eligibility of the activity.

- (b)** Will this project involve construction expenses of \$1,000 or more? ☐ Yes ☐ No

7. ACTIVITY SERVICE AREA INFORMATION:

(a) Service Area (Select the method by which you will define your service area):

- ☐ Citywide ☐ Countywide ☐ Districtwide
☐ Other - Please describe, i.e. San Gabriel Valley, Unincorporated South Whittier

(b) Site Address/Type/Census Tract:

Site Address	Type (Choose one only.)	Census Tract(s)
	☐ Construction Site ☐ Service Facility	
	☐ Construction Site ☐ Service Facility	
	☐ Construction Site ☐ Service Facility	
	☐ Construction Site ☐ Service Facility	
	☐ Construction Site ☐ Service Facility	

8. **ACTIVITY BUDGET SUMMARY:** (The Operating Agency understands that no expenditures may be incurred before the contract has been fully executed.)

Budget by Cost Category	Total
Personnel	\$
Non-Personnel	\$
Capital Outlays	\$
Administration	\$
TOTAL:	\$

9. **ACTIVITY LEVERAGED FUNDING SOURCES:**

Source	Amount
	\$
	\$
	\$
	\$

Source	Amount
	\$
	\$
	\$
TOTAL:	\$

10. **IMPLEMENTATION SCHEDULE:** (For predevelopment, construction, acquisition, rehabilitation, or preservation activities only.)

Milestone	Target Date (Month-Day-Year)	Comments
Phase 1:		
Phase 2:		

Phase 3:		
Phase 4:		
Phase 5:		
Phase 6:		
Phase 7: Construction Completed		
Phase 8: Post Construction/Labor File Review		

11. COMMENTS: If necessary, attach any additional information which you believe will assist in evaluating your project's eligibility.

EXHIBIT A INPUT FORM INSTRUCTIONS

(1) ACTIVITY

(a) Project Title:

Each project is given an activity title that gives a clear indication of the overall nature of the activity (e.g., "Walnut Park Division Project - First District"). Do not exceed 60 characters.

(b) Funding Period:

Each activity must be given a funding period. For each Program Year, no projects may start, or incur costs, earlier than the contract execution date and no later than 90-days prior to the Program Year deadline. Except for certain predevelopment costs, any costs incurred outside of the contract term must be disallowed.

(2) OPERATING AGENCY

(a) **Agency Name:** Identify the Operating Agency of the proposed activity described in this Exhibit A Input Form.

(b) **Agency Address:** Identify the Agency's mailing address.

(c) Contact Information

- **Contact Name:** Identify the name of the Division's contact person. This contact person should be able to answer questions related to the project and the related contract that may develop from this Exhibit A Input Form. This person could be the Grants Manager, Division Budget Analyst, or Project Manager.
- **Title:** Identify the title of the contact person.
- **Telephone Number:** Identify the area code and telephone number of the contact person.
- **E-mail Address:** Identify the contact person's e-mail address.

(3) PROJECT ADMINISTRATION

Identify the entity administering the project. Include the name(s) and title(s) of the project manager(s), and the address and phone number for the Agency administering the project, if other than a LACDA Project Manager.

(4) CONTRACTED SERVICES/SUBRECIPIENTS

List the name(s) of the individuals, firms, or subrecipients providing contracted services as part of the project. Describe the duties to be performed under the contract or agreement, and indicate whether the individual, firm or agency has already been selected.

- Contracted services include legal counsel, bookkeeping, construction, as well as architectural and engineering services and must be obtained through a procurement process.
- Subrecipient agencies include public or private non-profit entities providing services such as youth or senior programs.

(5) **ACTIVITY ELIGIBILITY SUMMARY**

(a) **Select Activity and Sub-Activity:** Indicate proposed project activity and budget. You may select more than one activity for each funding year.

(b) **Expected Accomplishments:**

Based on the the performance indicator, provide the specific accomplishments your Agency expects to achieve by the end of the contract period using PLHA funds only. Remember that the selection of the correct performance indicator at the inception of a project is very important because it identifies the nature of the activity to be undertaken. The Performance Indicator that is selected is then used as a tool to measure the performance of a funded project. The goal may include the number of households assisted housing units made available because of this funding.

(c) **Performance Indicator:**

Identify the performance indicator that most correctly corresponds to the activity. The performance indicator may include number of units or households assisted.

(6) **ACTIVITY SUMMARY:**

(a) **Detailed Description:** Provide a detailed description of the activity to be implemented within the overall project. The summary should provide sufficient detail (who, what, when, where) to permit a clear understanding of the nature, beneficiaries, and eligibility of the activity.

The description must clearly describe what PLHA funds will pay for and indicate whether a subrecipient, consultant, or staff will undertake the implementation of the activity. Please include a line-item level listing of proposed expenditures.

For example, "Funds will be used for travel, space costs, consultant services", etc. For equipment purchases exceeding \$300 per unit, please specify the equipment to be purchased (e.g., a copier, facsimile machine, computer, etc.). Also, include proposed accomplishments for leveraged funding (e.g., Other specific public funds, Tax Credits, Bond Fees, Other Private, etc.).

(b) **Will this project involve construction expenses of \$1,000 or more?** ☐ Yes ☐ No

(7) **ACTIVITY SERVICE AREA INFORMATION**

(a) **Service Area:** Identify the service area for the proposed project. Please note that we will utilize Census 2000 data as found in Map Locator.

(b) **Site Address/Type/Census Tracts:** Indicate the address of the site(s). Indicate if it is a construction or a service facility. Indicate what census tract(s) it is in (if construction) or the census tracts it serves (if a facility).

(8) **ACTIVITY BUDGET SUMMARY**

Budget: Indicate budgeted amounts by Cost Category: Personnel, Non-Personnel, Capital Outlays, and Administration.

In developing your construction activity (if applicable), consider whether State prevailing wage requirements apply to the activity. In general, State prevailing wage applies to construction projects with expenses of \$1,000 or more.

Please complete an Exhibit A form for each Activity and Sub-Activity. It will be considered on a project-by-project basis if these may be combined into a single project that will be completed during the same contract term using the same Program Year funding.

(9) **ACTIVITY LEVERAGED FUNDING SOURCES**

Indicate the type and amount of leveraged funds to be used for this activity. Please note that PLHA funds are **not** to be included in this Section. **Leveraged funds are project funds in addition to PLHA funds.**

(10) **IMPLEMENTATION SCHEDULE**

For activities that **involve housing development and facility projects only**, provide target dates (month-date-year) that correspond to identified milestones with regard to the completion of the activity. Activity schedule should correspond with the Expenditure deadlines assigned to each funding Year.

(11) **COMMENTS:** Please **provide** any additional comments which you believe will assist LACDA staff in evaluating this project's eligibility.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____ APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE MAYOR, OR HIS/HER DESIGNEE, TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) ACTING ON BEHALF OF THE COUNTY.

WHEREAS, the City of _____ desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the city authorizes the execution of a Reimbursable Contract with the County of Los Angeles in order to receive said PLHA funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____ AS FOLLOWS:

SECTION 1. The City Council authorizes the Mayor, or his/her designee, to execute any and all documents necessary for participation in the Los Angeles Urban County PLHA Program on behalf of the City of _____.

PASSED, APPROVED, AND ADOPTED this (date) day of _____ 2023.

(name), Mayor

ATTEST:

(NAME), City Clerk

I, _____, City Clerk of the City of _____, do hereby certify that the foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of _____ held on the (date) day of _____, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

(name), City Clerk

Attachment A**Permanent Local Housing Allocation 2021
(Program Year 3)****Total Urban County Entitlement
Less Administration (5%)
Total Available to be Allocated****\$18,858,143
(\$942,907)
\$17,915,236**

City	Allocation
AGOURA HILLS	\$75,703
ARCADIA	\$332,979
AVALON	\$31,366
AZUSA	\$423,286
BELL	\$484,720
BELL GARDENS	\$669,659
BEVERLY HILLS	\$204,536
CALABASAS	\$132,883
CLAREMONT	\$134,604
COMMERCE	\$136,972
COVINA	\$350,361
CUDAHY	\$375,343
CULVER CITY	\$207,991
DIAMOND BAR	\$290,664
DUARTE	\$149,788
EL SEGUNDO	\$70,394
HAWAIIAN GARDENS	\$184,070
HERMOSA BEACH	\$79,601
HIDDEN HILLS	\$11,123
IRWINDALE	\$9,411
LA CANADA-FLINTRIDGE	\$66,008
LA HABRA HEIGHTS	\$16,359
LA MIRADA	\$262,839
LA PUENTE	\$352,370
LA VERNE	\$176,698
LAWNDALE	\$306,317
LOMITA	\$158,181
MALIBU	\$74,505
MANHATTAN BEACH	\$117,298
MAYWOOD	\$402,944
MONROVIA	\$242,552
RANCHO PALOS VERDES	\$164,267
ROLLING HILLS ESTS	\$22,756
SAN DIMAS	\$178,034
SAN FERNANDO	\$196,448
SAN GABRIEL	\$334,526
SAN MARINO	\$68,748
SANTA FE SPRINGS	\$158,681
SIERRA MADRE	\$48,011
SIGNAL HILL	\$95,383
SOUTH EL MONTE	\$269,602
SOUTH PASADENA	\$145,423
TEMPLE CITY	\$254,620
WALNUT	\$145,362
WEST HOLLYWOOD	\$242,447
WESTLAKE VILLAGE	\$29,693
CITIES TOTAL	\$8,885,525

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: October 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JERRY GOMEZ, PUBLIC WORKS SUPERINTENDENT

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR THE CLEANING AND MAINTENANCE OF RETROFITTED AND UNMODIFIED CITYWIDE CATCH BASINS FOR A THREE YEAR PERIOD IN THE AMOUNT OF \$64,080.00

RECOMMENDATION:

It is staff's recommendation that the City Council approve the award of a contract to Ron's Maintenance Inc., and authorize the City Manager to finalize the contract in a form approved by the City Manager and City Attorney for three years for the cleaning, inspecting, and stenciling of 178 catch basins for the total amount of \$64,080.00 and authorize the City Manager to execute the contract.

BACKGROUND:

The Municipal Stormwater Permitting Program regulates stormwater discharge from Municipal Separate Storm Sewer System (MS4) and the MS4 permits are issued in two phases. The City of Maywood falls under Phase I, which started in 1990, the State Regional Water Quality Control Board adopted National Pollutant Discharge Elimination System (NPDES) stormwater permits for medium and large municipalities.

The NPDES enforces the Trash Total Maximum Daily Load (TMDL) regulation, adopted in 2001 and amended in 2007 by the Regional Water Quality Control Board. The City's NPDES permit (No.CAS004004) requires cleaning, inspecting, and stenciling of catch basins on a regular basis to comply with State regulations for cities draining into the Los Angeles River watershed.

A Request for Proposal (RFP) for Gateway Region catch basin cleaning was released July 26, 2023. The RFP was sent to the previous vendors that have provided proposals or have expressed interest. The deadline for written questions was August 9, 2023. Gateway Water Management Authority (GWMA) staff did not receive any questions. The deadline to receive proposals was September 8, 2023, at 12:00 p.m. A total of three (3) proposals were received by GWMA staff. Proposals were submitted by Nationwide Environmental Services (NES), Ron's Maintenance Inc. (RMI), and United Stormwater Inc. (USW). The three proposals were deemed responsive to GWMA's requirements for the cleaning of Automatic Retractable Screens (ARS) catch basins, Connector Pipe Screens (CPS) catch basins, both, and/or Non-Retrofitted (NRF) catch basins.

Description	Company Names and Bid Amount per Catch Basin		
	NES	RMI	USW
ARS Catch Basin	\$48.40	\$30.00	\$42.00
CPS Catch Basin	\$48.60	\$30.00	\$42.00
ARS & CPS Catch Basin	\$48.60	\$30.00	\$42.00
NRF Catch Basin	\$48.60	\$30.00	\$42.00

DISCUSSION:

On November 28, 2012, the City entered into an Service Agreement with Ron's Maintenance Inc. for the cleaning, inspecting, and stenciling of the 178 catch basins in the City. The agreement has been renewed and/or extended multiple times and the current Service Agreement with Ron's Maintenance Inc. has ended. The City would like to renew it based on the results of the Gateway Water Management Authority (GWMA) RFP.

It is important to keep the catch basins clean so that no debris enters the 6.05 miles (31,940 feet) of storm drainpipes that empty out into the Los Angeles River. The Trash Total Maximum Daily Load (TMDL) requires that each catch basin be cleaned and inspected a minimum of four times each year, three times during the wet season and one time during the dry season.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Ron's Maintenance Inc. amount per catch basin is \$30.00. The City has 178 catch basins that are cleaned four times a year, resulting in four payments of \$5,340.00 totaling \$21,360.00 a year. If the contract is awarded for a three-year term, the total cost will be \$64,080.00.

Funding for this maintenance is an allowable expenditure under the guidelines for the City's allocation from the Safe Clean Water Program, Measure W funds. No general funds will be used for this maintenance agreement.

ATTACHMENT(S)

1. Catch Basin Cleaning Board Letter and Proposals



*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

September 14, 2023

AGENDA ITEM 6 – Discussion/Action Regarding Catch Basin Cleaning Proposals

SUMMARY:

A Request for Proposal (RFP) for Gateway Region catch basin cleaning was released July 26, 2023. A copy of the RFP was sent to all the Board members requesting their assistance in circulating it or posting it on their agency's website. The RFP was also sent to the previous vendors that have provided proposals or have expressed interest. The deadline for written questions was August 9, 2023. Staff did not receive any questions. The deadline to receive proposals was September 8, 2023 at 12:00 PM.

A total of three (3) proposals were received by GWMA staff. Proposals were submitted by Nationwide Environmental Services (NES), Ron's Maintenance (RMI), and United Stormwater (United). The three proposals were deemed responsive to GWMA's requirements.

NES, located in Norwalk, is a division of Joe's Sweeping, Inc, and has been providing services since 1968. Catch basins are proposed to be cleaned in accordance with each contracting agency's requirements using customized equipment which include: chassis/engine; debris body; vacuum system boom and pick-up hose; high-pressure jet; water tank; side-mounted vacuum hose; manhole cleaning handgun; electric and hydraulic system. Nationwide Environmental Services proposed fee is \$48.60 per catch basin, modified or unmodified.

RMI, located in Los Angeles, has been providing municipal catch basin and storm drain clean-out services throughout Southern California for more than 26 years. RMI incorporates computerized work order management system to track cleaning and inspections performed. Information collected will be transmitted to the contracting agency to help optimize future catch basin cleaning and maintenance efforts. RMI's services includes properly disposing waste in accordance with all applicable Federal, State and local regulations, and providing the contracting agency with the total amounts of all waste removed from each round of cleaning. RMI's proposed fee is \$30 per catch basin, modified or unmodified.

Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia · Avalon · Bell · Bell Gardens · Bellflower · Central Basin Municipal Water District · Cerritos · Commerce · Compton · Cudahy · Downey · Hawaiian Gardens · Huntington Park · La Mirada · Lakewood · Long Beach · Long Beach Water Department · Lynwood · Maywood · Montebello · Norwalk · Paramount · Pico Rivera · Port of Long Beach · Santa Fe Springs · Signal Hill · South Gate · Vernon · Water Replenishment District of Southern California · Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

United, founded in 1999, is a minority business enterprise located in the City of Industry. Catch basins cleaning would be performed by United utilizing Residential Vactron Trucks. Their proposal assumes all extracted debris will be offloaded at the contracting agency's provided stockpile location, thereby leaving that responsibility to the contracting agency unless their fee is adjusted to include waste disposal. United's proposed fee is \$42 per catch basin, modified or unmodified.

Staff is recommending that the board authorize staff to receive and file the proposals and to distribute the entire Request for Proposal package with the proposal analysis to assist cities with their respective selection. GWMA will not be making recommendations to Gateway Region Cities regarding proposals.

FISCAL IMPACT:

None.

RECOMMENDATION:

- a. Receive and File Proposals and direct staff to distribute the complete Request for Proposal Package to each of the Gateway Region Cities with no proposal recommendation.

Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer
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With Technical Support From The Sanitation Districts Of Los Angeles County

GATEWAY WATER MANAGEMENT AUTHORITY

MUNICIPAL STORM SEWER CATCH BASIN CLEANING PROPOSAL

RFP 2023-01

DUE DATE: AUGUST 18, 2023 BY 4:00 PM

SUBMITTED BY:



11914 FRONT STREET, NORWALK, CA 90650
PH. (562) 860-0604 • FAX (562) 868-5726
www.nes-sweeping.com



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Flyer of Services	Enclosed



COVER LETTER

August 14, 2023

Gateway Water Management Authority
Attn: Ms. Traci Gleason
16401 Paramount Blvd.
Paramount, CA 90723

Re: Municipal Storm Sewer Catch Basin Cleaning Proposal

Dear Ms. Gleason:

Introduction

Nationwide Environmental Services (NES) has provided services to over 50 municipalities in the Southern California region since 1968. NES is a second generation, woman and family owned business providing state-of-the-art catch basin cleaning, street sweeping, graffiti abatement, bus stop maintenance, parking lot sweeping and roll-off services at competitive prices. As a division of Joe's Sweeping, Inc., NES pledges to continue to provide the excellent and professional service that, historically, has been proven to be our company's most distinguishing attribute.

NES is committed in providing quality services with a dedicated staff to ensure a clean, healthy and safe environment. NES is known for its reliability, reputation and quality services with a courteous and responsive customer service department. Furthermore, NES is proud to state that we currently provide services (catch basin cleaning, street sweeping, bus stop cleaning, graffiti abatement) to several of the Cities which are part of the Gateway Region, such as, Montebello, Norwalk, Commerce, Pico Rivera, Lynwood, Huntington Park and Downey.

Company History

Nationwide Environmental Services (NES), a division of Joe's Sweeping, Inc., is one of the largest street sweeping companies in the nation. Through ceaseless dedication, founder Joe Samuelian, who started sweeping parking lots in 1968, created a company that has served over 50 municipalities throughout California. The company's success lies in its mission statement: to provide the highest level of customer satisfaction with quality services using state-of-the-art, environmentally friendly technologies.



COVER LETTER

Our extensive fleet of sweeping and cleaning vehicles continues to maintain municipalities, residential communities, homeowner's associations (HOA), business parks, parking facilities, construction sites, private companies, various unified school districts and transportation authorities. Our current contracts cover services within the Greater Los Angeles Area and the surrounding areas of Orange, Ventura, San Bernardino, and Riverside Counties, serving over 1.5 million citizens.

NES implements technologically advanced softwares and employs experienced and dedicated management and personnel. Through this dedication to excellence, NES proactively addresses the needs of the communities we serve.

Our clean and efficient services enhance a community's appearance and consistently ensure a cleaner environment in which to reside and work. This type of environment promotes community pride and helps increase property values.

At NES, we realize the importance of a clean and dependable fleet. This is why our vehicles are routinely cleaned and inspected to make sure they provide the highest level of service. Our equipment technicians are highly qualified, and every operator is a trained professional. Everyone at NES is dedicated to keeping our fleet on the road and on time.

Description of Work

NES' general work plan to meet catch basin cleaning requirements incorporates a well-managed administration and operational structure supported by interdepartmental teamwork. NES' management will meet with each City representative to examine and evaluate the locations and cleaning schedule.

NES will clean catch basins with connector pipe screens (CPS) and/or automatic retractable screens (ARS) and unmodified catch basins in accordance with each City's requirements. NES will report damaged catch basin screens and missing stenciling to each City and will inspect, clear all debris, and will report any evidence of rodents and/or vectors breeding/living in the storm drain system within 24 hours of discovery. NES will also take no less than five (5) photos documenting the before and after conditions of all debris cleaning from the same vantage points.

NES will provide services at a minimum of one time per year between May 1 and September 30 each year. Also, inspections will be performed during October, January, and April. Per MS4 permit requirements, trash capture inserts will be cleaned at regular intervals to maintain efficiency.



COVER LETTER

NES provides consistent and thorough services, thereby ensuring not only a cleaner environment in which to reside and work, but additionally, assists communities in diverting debris from storm drain systems. The diversion of debris is an important step in meeting NPDES (National Pollutant Discharge Elimination System) mandates.

Contact Information

Ani Samuelian
President
(562) 860-0604
ani@nes-sweeping.com

Nejteh Der Bedrossian
Operations Manager
(562) 254-0205
nejtehd@nes-sweeping.com

If you have any questions or need additional information, please feel free to contact me at (562) 860-0604. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ani Samuelian", is positioned above the printed name.

Ani Samuelian
President



PROPOSER INFORMATION

Nationwide Environmental Services div. of Joe's Sweeping, Inc.
11914 Front Street
Norwalk, CA 90650

Founded: 1968

Legal Status: California Corporation

License: CA #600689, B, C-33, C61/D38, C61/D24

Storm Water Inspector Certification – See Attached, Page 5

Ani Samuelian – Owner, President and Contract Manager

Joe Samuelian – Owner and Vice President

Never Samuelian – Owner, Vice President, and Treasurer

Suzy Samuelian – Executive Secretary

Nejteh Der Bedrossian – Operations Manager (Certified Storm Water Inspector)

George Ramirez – Asst. Operations Manager

Marlene Melchor – Office Manager



CERTIFIED STORMWATER INSPECTOR®



THIS CERTIFICATE ACKNOWLEDGES THAT

Nejteh Der Bedrossian

Has successfully completed recertification of the stormwater permit training including, but not limited to, the required MS4 minimum controls measures, and industrial and construction permit compliance. This certification is effective for a period of five years and includes .4 Continued Education Units.

A handwritten signature in blue ink, reading "Laurie G. Murphy".

Laurie Murphy, President

6658

Certificate Number

January 27, 2021

Date

NATIONAL STORMWATER CENTER

105 EAST BROADWAY

BEL AIR MD 21014

NES prides itself on its excellent customer service. All employees at NES are courteous, responsive, timely, equitable and professional. Employees are trained whether in person or on the phone to be pleasant, respectful, and professional. Employees give full attention to each customer's needs by asking questions and by providing accurate information. Our customer service representatives offer immediate action to requests and complaints.

NES maintains a drug-free workplace and employs a staff of over 80 operators including back-up personnel. This method of employing back-up operators allows NES to manage personnel changes without sacrificing the quality of service to any one of our customers. All personnel wear company uniforms which include identification patches identifying the company and employee.

At NES, employees are trained, licensed, insured and competent to assure quick response along with professional services. NES has been known for its remarkable quality of service and stands above all others in the industry by providing excellent customer service. All employees at NES have been screened and selected per NES' Driver Selection and Screening Policy.

NES believes that communication is a key factor in providing quality services, therefore, we have a 24/7 dispatch service available to assist Cities with additional, special or emergency requests. In addition, NES will provide all the Cities with NES' 24-hour dispatch telephone number and cellular telephone number of the project manager.

Safety comes first at NES; therefore, all managers, supervisors and employees receive ongoing safety training during their employment.

All operators have over five (5) years' experience, have completed training on the proper operating procedures of the vehicles assigned. Management personnel have over fifteen (15) years' experience and are highly trained in maintaining the highest level of customer service by focusing on guaranteed satisfaction. All employees and management personnel are skilled, experienced, and competent and all are capable of communicating in both written and oral English. If necessary, NES has a staff of management personnel, back-up operators and back-up vehicles which can be utilized.

NES also has full-time in-house mechanics available 24/7 to handle any type of mechanical problem, should the need arise. Mechanics are trained and skilled to repair and maintain all types of vehicles.

UNDERSTANDING OF NEED

NES will clean catch basins with connector pipe screens (CPS) and/or automatic retractable screens (ARS) and unmodified catch basins in accordance with each City's requirements. NES will report damaged catch basin screens and missing stenciling to each City and will inspect, clear all debris, and will report any evidence of rodents and/or vectors breeding/living in the storm drain system within 24 hours of discovery.

Furthermore, NES will take no less than five (5) photos documenting the before and after conditions of all debris cleaning from the same vantage points. All photos will be in jpeg format and labeled so that it is easy to identify. The photos will be submitted with the invoice.

NES will provide services at a minimum of one time per year between May 1 and September 30 each year. Also, inspections will be performed during October, January, and April. Per MS4 permit requirements, trash capture inserts will be cleaned at regular intervals to maintain efficiency.

NES will be responsible for all traffic controls in accordance with California Manual on Uniform Traffic Control Devices.

NES will utilize high-tech, customized equipment to clean the catch basins. See below equipment specifications:

Chassis/Engine

Freightliner Cab/Chassis

Engine 230 hp @ 3,500

rpm Front Axle 9,000 lb

Rear Axle 17,000 lb

Axle 120"

Wheel Base

110" Axle

Frame 61"

Gross Vehicle Weight 26,000

lb Transmission AT-545E

Allison MD 3060

Air Brake System

Rear Suspension 17,500 lb w/ 4,500 lb aux.

Debris Body (Custom Built NES Specs)

Custom body 6.5 yd capacity;
3/16" abrasion- and corrosion
resistant steel; full-size rear door,
top hinged, equipped with
replaceable neoprene
seal; minimum 50° dump angle;
hydraulic latches; load level indicator;
body drain hose; stainless steel float
ball shut-off;
full dump controls.

Vacuum System (Regenerative Air, PM-10)

Positive displacement, rotary lobe blower;
2,100 cfm and 33" HG
vacuum; powered by auxiliary engine
and driven via heavy-duty split shaft
transfer case; exhaust silencer and
PM-10 dust control screen.

Boom and Pick-Up Hose

Side-Mount operation; all connections
between debris body and boom self
adjusting, pressure-fitting seals;
8" ID on all hose and tubes;
hydraulic 8'extendible boom
with 120° rotation; electric over
hydraulic solenoid system; boom
movement controls at the hose reel via
pendant control with emergency
shutdown switch; 9' of aluminum
suction pipe and over-center clamps.

High-Pressure Jet (Rodder® Hose)

50' x 1-2" rodder hose; 3,000 psi operating pressure and 7,250 psi burst pressure; 15° sand nozzle and 30° sanitary nozzle; hose guide and rope. High-Pressure Water Pump Hydraulically driven, double-acting, single piston water pump; hydraulic pump driven off of auxiliary engine via heavy-duty transfer case; side control engagement/disengagement; accumulator; pump capable of 4.0 gpm at 2,500 psi; independent flow and pressure capabilities at full vacuum; flooded suction inlet; capable of running dry without damage.

Water Tank

One cylindrical cell constructed of PVC; 350 gal capacity; positioned at frame rail for best weight distribution and center of gravity; single curbside fill point equipped with antisiphon device; water level sight gauge.

Side-Mounted Vacuum Hose 8"

Assembly mounted on independent frame attached to truck frame; spun steel construction with no braces required; 120° rotation on heavy-duty bearing; Hydraulic drive motor with speed and forward/reverse controls; adjustable, rotating swivel joints with replaceable seals on inlet line; all operating controls located on curbside.

Manhole Cleaning Handgun

High-pressure water pump relieved to provide 5.0 gpm at 1800 psi for cleaning manholes; 25' x 1/2" wire-reinforced hose; quick-connect coupler; mid-ship mount; variable flow pattern, fine mist to steady stream.

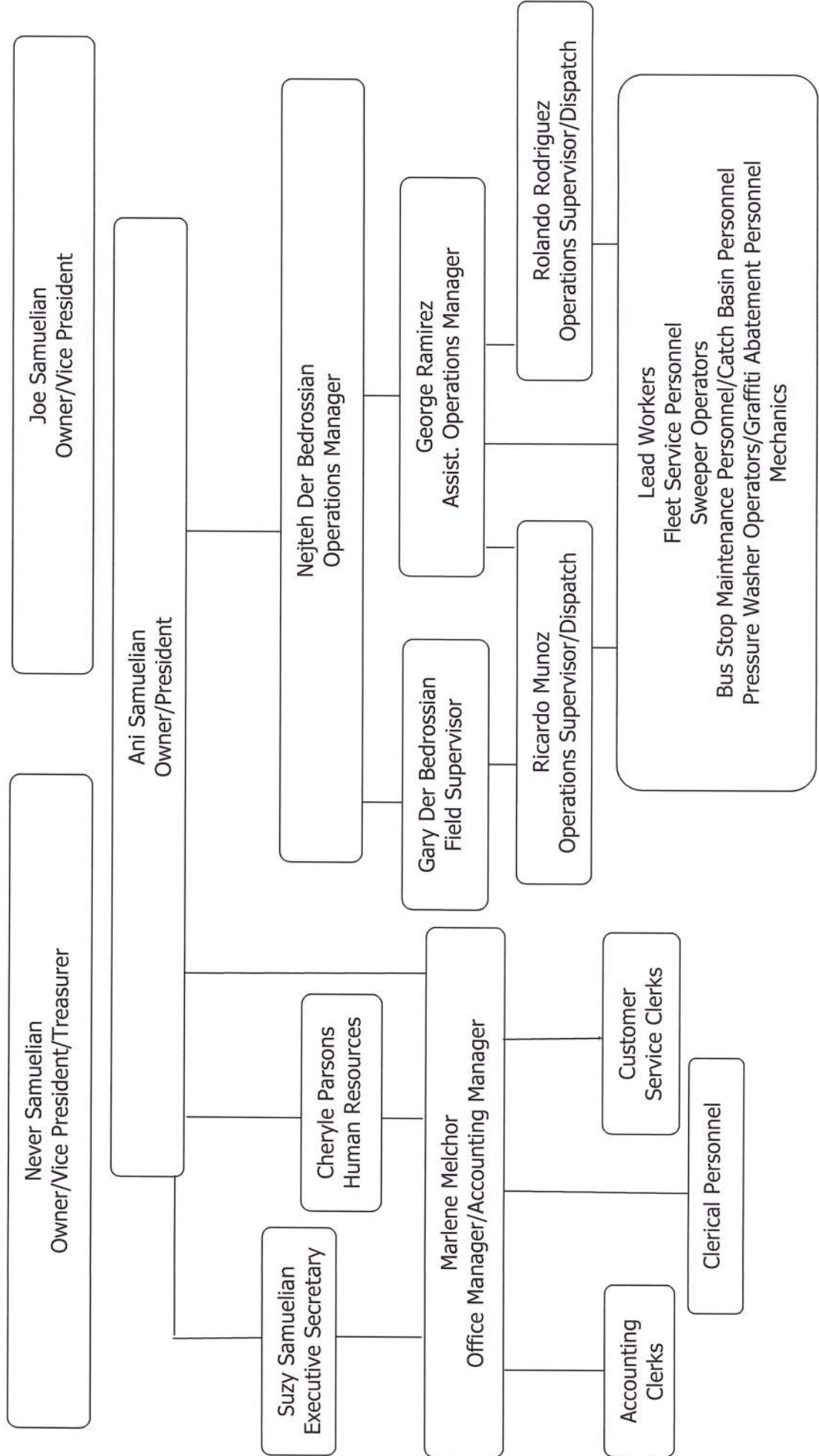
Electric and Hydraulic System

All connections sealed; hydraulic reservoir; modular, accessible and removable 35 gal hydraulic reservoir.

Three (3) Year Minimum Experience Requirement

Customer Name Address	Contact Person Title	Phone # Fax # Email Service Dates
City of Montebello 1600 W. Beverly Blvd. Montebello, CA 90640	Arlene Salazar Interim City Manager	Ph. (323) 887-4616 Fax (323) 887-4716 asalazar@cityofmontebello.com Service Dates: 2013 to Current
City of Commerce 2535 Commerce Way Commerce, CA 90040	Edgar Cisneros City Manager	Ph. (323) 722-4805 Fax (323) 726-6231 ECisneros@ci.commerce.ca.us Service Dates: 2014 to Current
City of Huntington Park 6550 Miles Ave. Huntington Park, CA 90255	Ricardo Reyes City Manager	Ph. (323) 582-6161 Fax (323) 588-4577 citymanager@hpc.ca.gov Service Dates: 2014 to Current

COMPANY & TEAM EXPERIENCE





COMPANY & TEAM EXPERIENCE

Executive:

Ani Samuelian
Joe Samuelian
Never Samuelian
Suzy Samuelian

President (**Contract Manager**)
Vice President
Vice President/Treasurer
Executive Secretary

Administrative:

Marlene Melchor
Cheryle Parsons

Office Manager/Accounting Manager
Human Resources, PHR
Accounting Clerks
Customer Service Clerks
Clerical Personnel

Operations:

Nejtch Der Bedrossian
George Ramirez
Gary Der Bedrossian

Operations Manager (**Project Manager**)
Assistant Operations Manager
Field Supervisor
Lead Workers
Fleet Service Personnel
Sweeper Operators
Bus Stop Maintenance Personnel
Catch Basin Personnel
Pressure Washer Operators
Graffiti Abatement Personnel

Mechanics:

Jose Hernandez

Fleet Maintenance Supervisor
Lead Mechanic
Mechanics

COMPANY & TEAM EXPERIENCE

Ani Samuelian/President (Contract Manager)

Ani Samuelian has been employed with NES since 1994 and her responsibilities include: Oversee daily operations, contract management, accounts payable/receivable/payroll. Assist in establishing effective company goals and evaluate all insurance and bonding policies and procedures. Responsible for developing and implementing marketing strategies. Provide adequate communication with staff to identify problems and coordinate corrective action plans. Coordinate with department heads to facilitate efficient management functions. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Oversee Human Resources, Safety and Public/Government Relations. Ani is bilingual (English/Armenian) and has graduated from Southern California College of Business & Law. Ani is also a proud member of the L.A. Chapter Maintenance Superintendents Association (MSA) and the north american Power Sweeping association (naPSa). In March 2023, Ani was honored as the "Woman of the Year" in the area of business from the 30th Senate District.

Nejteh Der Bedrossian/Operations Manager (Project Manager)

Nejteh Der Bedrossian has been employed with NES since 1991 and his responsibilities include: Oversee and supervise the daily operations of the plant. Responsible for designing new routes and organizing daily service routes and schedules for an effective operation. Managing and overseeing employees. Managing disposal operations; administer and oversee disposal program, including recycling and composting; establish programs with municipalities to meet AB 939 mandates. Monitoring and inspecting field operations; project point liaison for emergency callouts or request for services; monitors and reviews GPS tracking system reports. Perform cost comparison analysis to determine the most efficient and cost-effective way to provide services to our clients. Responsible for inventory control of the plant and purchases for maintaining an effective operation. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Nejteh is a Certified Stormwater Inspector. Nejteh is also multilingual and a proud member of the L. A. Chapter - Maintenance Superintendents Association (MSA) and the north american Power Sweeping association (naPSa).

George Ramirez/Assistant Operations Manager

George Ramirez has been employed with NES since 2007 and his responsibilities include: assisting in the daily operations, organizing daily routes, scheduling, dispatch, field supervision, quality control, GPS monitoring and overseeing and supervising the daily maintenance and cleanliness of all vehicles. George is bilingual (English/Spanish) and has over 15 years experience.



COMPANY & TEAM EXPERIENCE

Gary Der Bedrossian/Field Supervisor

Gary Der Bedrossian has been employed with NES since 1985 and his current responsibilities include: field supervision, quality control, monitoring and inspecting field operations, designing new routes and organizing daily service routes and schedules for an effective operation. Gary started employment with NES as a sweeper operator; therefore, Gary is well aware and knowledgeable of the pattern of sweeping, quality, route design and issues relating to sweeping performance and all other aspects of sweeping. Gary is multi-lingual (English, Armenian, Arabic, and Turkish).

Marlene Melchor/Office Manager

Marlene Melchor has been employed with NES since 2000 and her current responsibilities include: office management, accounts payable, accounts receivable, payroll, scheduling, report administration and overseeing customer service department.



GATEWAY WATER MANAGEMENT AUTHORITY

16401 Paramount Boulevard • Paramount, California 90723

REQUEST FOR PROPOSALS FOR MUNICIPAL STORM SEWER CATCH BASIN CLEANING (RFP 2023-01)

CATCH BASIN CLEANING COST PROPOSAL FORM

Company Name and Address:

Nationwide Environmental Services div. of Joe's Sweeping, Inc.

11914 Front Street

Norwalk, CA 90650

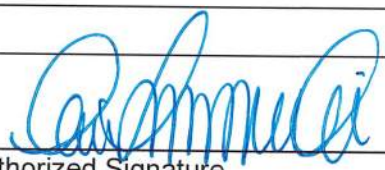
Proposal pricing shall be based on a per catch basin costs and shall include the following work to be performed:

Each Company shall inspect at regular intervals and clear all debris in catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract a minimum of one time between May 1 and September 30 of each year. In addition, the Company shall perform one inspection of all catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract during the months of October, January, and April. The Los Angeles MS4 Permit requires trash capture inserts be cleaned at regular intervals to maintain efficiency. The Company shall not perform repair, maintenance or other work that would require a Contractor's License or the payment of prevailing wages. The Company shall report to the appropriate Contracting Agency any damaged catch basin screens and missing stenciling requirements. The Company shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the appropriate Contracting Agencies within twenty-four (24) hours of discovery.

The Company shall be responsible for developing and implementing traffic control procedures in accordance with California Manual on Uniform Traffic Control Devices (latest addition). The Contracting Agency may request written copies of Traffic Control Plans for collector or arterial streets, if necessary. The Company shall take a photo documenting the before and after conditions of all debris cleaning, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 MP in quality, in .jpg format, labeled such that it is easy to identify each catch basin location and submitted with the invoice to the appropriate Contracting Agency.

Proposal prices shall be guaranteed.

Description	Quantity	Unit	Unit Price	Total
ARS Catch Basin	1,000	each	\$ 48.60	\$ 48,600.00
CPS Catch Basin	9,500	each	\$ 48.60	\$ 461,700.00
ARS & CPS Catch Basin	4,000	each	\$ 48.60	\$ 194,400.00
Non-retrofitted Catch Basin	3,000	each	\$ 48.60	\$ 145,800.00
Total				\$ 850,500.00


Authorized Signature

August 14, 2023

Date

CATCH BASIN CLEANING



- ◆ EPA (MS-4) COMPLIANT CATCH BASIN CLEANING.
- ◆ PREVENTING POLLUTANTS FROM FLOWING TO THE OCEAN.
- ◆ PRE AND POST RAIN CLEANING PREVENTS STREETS FROM FLOODING.
- ◆ REMOVING DECAYING DEBRIS REDUCES FOUL ODORS.
- ◆ COMPLIMENTS CLEAN WATER ACT
- ◆ HELPS TO CONTROL WEST-NILE VIRUS.
- ◆ ROUTINE CLEANING PROTECTS OUR ENVIRONMENT.



BEFORE



BEFORE



AFTER



AFTER

**Nationwide
Environmental
Services**
Division of Joe's Sweeping, Inc.

11914 Front St.
Norwalk, CA 90650
(562) 860-0604

Request for Proposal For Municipal Storm Sewer Catch Basin Cleaning (RFP 2023-01)

A Proposal Submitted to the Gateway Water Management
Authority



**RON'S MAINTENANCE INC.
P.O. Box 4562
DOWNEY, CA 90241**

August 18, 2023

Gateway Water Management Authority
Attn: Ms. Traci Gleason
16401 Paramount Blvd.
Paramount, CA 90723

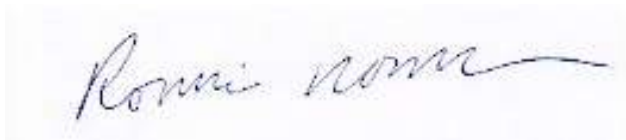
RE: REQUEST FOR PROPOSAL – MUNICIPAL STORM SEWER CATCH BASIN CLEANING (RFP 2023-01)

Ron's Maintenance, Inc. (RMI) has reviewed the requested for proposal and is pleased to submit the attached proposal to the Gateway Water Management Authority (GWMA) for Municipal Storm Sewer Catch Basin Cleaning services.

RMI has been committed to providing the Contracting Agencies of the GWMA with superior catch basin cleaning services since 2011. If selected, RMI promises continued delivery of unparalleled service in inspection and cleaning of the approximately 1488 catch basins within the San Gabriel River Watershed and 16,177 modified and unmodified catch basins within the Los Angeles River Watershed. RMI guarantees our level of service, and cost-effective approach can not be duplicated by our competitors.

As company President, I Ron Norman, have the legal authority to negotiate and contractually bind RMI. Should you have any questions or need additional information, please feel free to contact me via email at Ron@ronsmaintenance.com or by telephone at (213) 359-3827.

Sincerely,

A handwritten signature in blue ink that reads "Ronnie Norman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ronnie Norman,
President/CEO
Ron's Maintenance, Inc.

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PROPOSER (COMPANY) INFORMATION

COMPANY BACKGROUND

Ron's Maintenance, Inc. (RMI), was founded in 1994 by Ron Norman in Los Angeles, CA and has been providing municipal catch basin and storm drain clean-out services to municipal agencies throughout southern California for nearly thirty (30) years. We take the responsibility of protecting the environment seriously, by maintaining catch basins to prevent blockages of the municipal storm sewer system and to minimize the amount of pollutants discharged into our local waterways.

At RMI we are committed to providing municipal agencies with unsurpassed catch basin and storm drain cleaning and inspection services, utilizing the most efficient and cost-effective cleaning methods in the industry. RMI utilizes a computerized work order management system to track cleaning and inspection activities in real time. Vital information is collected in RMI's work order management system, including the date of cleaning and/or inspection; maintenance and/or repair requirements; the amount of trash, sediment, and green waste removed; and if the catch basin was re-stenciled. The information collected is utilized to optimize future catch basin cleaning and maintenance efforts. Our optimized cleaning and inspection program helps to reduce street flooding, to minimize nuisance odors, and to significantly reduce the discharge of pollution to our waterways.

RMI'S COMPANY PROFILE

- RMI is an S Corporation, owned and operated by Ron Norman.
- There are no subsidiaries or parent companies.
- C-61/D63 General Contractor License: License number 972124

All services will be directed from our company yard located at 5428 S Broadway St, in the City of Los Angeles. All written communication should be mailed to P.O. Box 4562, Downey, CA 90241.

UNDERSTANDING OF NEED

The GWMA is soliciting bids on behalf of its Contracting Agencies to provide annual catch basin cleaning and inspection services for the entire Gateway Region (Los Angeles River and San Gabriel River Watershed areas) for a minimum annual frequency of one cleaning between May 1st and September 30th. In addition, the Contracting Agencies require inspection of all catch basins within their jurisdictions during the months of October, January, and April annually. Further, the Contracting Agencies are seeking the assistance of a firm to quickly and effectively report damaged screens, missing stenciling, evidence of rodents and/or vector breeding, and the identification of illicit discharges within twenty-four (24) hours of discovery.

We have thoroughly reviewed the scope of services requested. RMI has provided the services requested to a number of Contracting Agencies within the GWMA since 2011. Each Contracting Agency has our assurance that our project team will accomplish the scope of services in the comprehensive and thorough manner outlined below:

- **Service:** Our project team is service oriented, courteous, and reliable. Each Contracting Agency will receive personalized service by a project team who is familiar with the agency and has an understanding of the environmental and regulatory sensitivities of the services requested.
- **Professionalism:** We understand that each Contracting Agency has come to expect a high level of confidence in the staff assigned. The individuals assigned possess the technical skills the GWMA is seeking and the interpersonal skills that tie our technical know-how to practical service.
- **Control:** Our systematic approach guarantees that we will deliver the services requested in the Scope of Work and that we are held accountable for the quality of our services. Levels of service are provided to meet the workload demands and the priorities of each Contracting Agency and will be clearly defined and communicated to all assigned staff.
- **Responsiveness:** Each Contracting Agency will be served by a team that has worked effectively with key staff, and able to respond to the needs and priorities of each Contracting Agency,

As we deliver these services, we will continually:

- Evaluate our operations to ensure that services are being properly, efficiently, and effectively delivered;
- Evaluate services being provided and the resources assigned to complete the tasks, assuring staffing levels are always appropriate based on the workload; and
- Identify any improvements in our processes to enhance services provided.

RMI is committed to providing the Contracting Agencies of the GWMA with unsurpassed catch basin cleaning and inspection services by: 1) utilizing the most efficient and cost-effective catch basin and storm drain cleaning methods in the industry; 2) incorporating a computerized work order management system to track cleaning and inspections performed; and 3) collecting vital information in our work order management system. If any defects/upset are observed, RMI will communicate the nature of the upset/repair (i.e., damaged or missing stencils, evidence of vectors or illicit discharges, damaged catch basin screens, or catch basin in need of cleaning). RMI will transmit the information collected to each Contracting Agency to help them optimize future catch basin cleaning and maintenance efforts. Our optimized inspection program helps to reduce street flooding, to minimize nuisance conditions, and to significantly reduce the discharge of pollution to our waterways.

RMI's project approach and quality assurance measures described on the following pages will ensure that all services are performed to the Contracting Agency's satisfaction.

Project Initiation:

The RMI project team will contact each Contracting Agency in advance of catch basin cleaning services to establish the project schedule and deliverables; traffic control requirements/constraints; waste handling and disposal; and other pertinent project information. Our supervisory staff will review and verify each Contracting Agency's data collection and reporting requirements. In addition, we will review our safety procedures and traffic control considerations with staff prior to performing any field-work.

Traffic Control Measures:

Should catch basin cleaning activities require the closure or impediment of vehicle traffic, we will obtain the necessary encroachment permits from the Contracting Agency. If required, RMI will submit a traffic control plan and provide traffic control services and devices to include: cones, delineators, signage and flaggers (as necessary).

Cleaning Procedures:

- Our field crews will implement appropriate traffic control measures that will be included in standard or customized traffic control plans. Working hours will be limited to 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise approved by the Contracting Agency.
- Upon approach, we will visually inspect the condition of the catch basins; the legibility of “no dumping” signage/stencils; and note any build-up of debris outside the catch basin. Our staff will look for evidence of blockage or damage to the catch basin. Any damage will be reported to the Contracting Agency’s representative within one (1) business day of discovery.
- Field personnel will document all information from inspections/cleaning using RMI Catch Basin Maintenance form or forms supplied by the Contracting Agency. Information collected will be provided to the Contracting Agency within 30 days of completion of cleaning and inspection activities.
- Our staff is trained to look for evidence of illegal dumping of hazardous wastes such as used oil and paint in the catch basin / storm drain system. Should our crews encounter these materials, they will immediately notify the Contracting Agency’s representative.
- We will document the condition of the catch basin prior to and upon completion of cleaning utilizing a digital camera with a time stamp. Photographs will be provided to each Contracting Agency’s representative. All photographic images will be submitted to the Contracting Agency along with maintenance logs within 30 days of service completion date.
- Waste shall be properly disposed of in accordance with all applicable Federal, State, and local regulations. We will provide the Contracting Agency with the total amounts of all waste removed from each round of cleaning.



On-Going Inspections:

- RMI will perform inspections of all identified catch basins during the months of October, January, and April (on an annual basis).
- If authorized by the Contracting Agency, RMI will immediately clean any catch basins observed having blocked screen inlets, blocked screened outlets, or found to be filled with trash and debris.
- RMI will document inspection results on a Field Data Sheet along with providing any necessary photographic documentation.



Vector/Rodents:

- RMI will report to contracting agencies within 24 hours of discovering evidence of vector or rodent breeding/living activities in catch basins/storm drains.

Confined Space Training

RMI fully complies with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' Safety Requirements, while performing all catch basin and storm drain system maintenance activities.

RMI is aware that entry into Permit-Required Confined Spaces, as defined in California Code of Regulations Title 8, Section 5157, may be required as a part of the work specified in the Scope of Work. RMI shall perform any required confined space entries in accordance with Cal/OSHA Confined Space Section 5156, 5157, 5158, Title 8 and CCR.

Hazardous Waste Recognition

RMI staff is trained and is familiar with recognizing signs of illegal dumping of hazardous materials such as used oil and paint in catch basins and the storm drain system. Upon discovery of illegal dumping of hazardous wastes, RMI staff will comply with the reporting and response procedures established by the Contracting Agency, which includes immediate telephone notification of staff.

COMPANY AND TEAM EXPERIENCE

PROJECT TEAM

Our project team is comprised of recognized storm drain system maintenance experts, with more than 60 years of combined industry experience. Additionally, our team has the technical depth as well as training to address all of the City's storm drain cleaning and inspection needs.

Mario Gudino Sr. – Project Manager

Mr. Gudino is a strong asset to the Project Team and has over twenty-six (26) years of experience as a project manager. Mr. Gudino will supervise crews in performing catch basin cleaning and inspection services. Mr. Gudino's duties will include the following:

- On-site project supervision and project coordination;
- Inspect and clean CPS and filter units;
- Oversee work crews to complete all project tasks;
- Manage supplies and keep track business expenses;
- Responsible for knowing and abiding by local ordinances/regulations; and
- Generate reports of work completed and report to City staff contact.

Mr. Gudino has more than eight (8) years of experience in cleaning CPS, APS, MRS, and FBI inserts and is certified in Confined Space Entry; First Response for Unusual and Hazmat Occurrences; Traffic Management; and is a Contech Certified Maintenance Provider.

Martin Pinedo

Mr. Pinedo has more than nineteen (19) years of experience providing field support services on storm drain and catch basin cleaning and inspection projects throughout southern California. Mr. Pinedo's current duties include the following:

- Cleaning, inspection, and repair of catch basins;
- Contech Certified Maintenance Provider;
- Confined space entry recognition and awareness certification;
- Documenting catch basin cleaning and inspection information; and
- Traffic control measures implementation.

Juan Diaz

Mr. Diaz has more than twelve (12) years of experience in the field providing support on well over 100 contracts. In addition, Mr. Diaz has five (5) years of experience in cleaning catch basins and catch basins equipped with CPS, APS, MRS and FBI inserts and has completed Certified in Confined Space Entry training and is a Contech Certified Maintenance Provider.

Mario Gudino Jr.

Mr. Gudino has more than sixteen (16) years of experience in providing storm drain system inspection and maintenance services to municipal clients throughout southern California. Mr. Gudino has completed Certified Confined Space Entry training and is a Contech Certified Maintenance Provider.



CITY OF PARAMOUNT – ANNUAL CATCH BASIN INSPECTION AND CLEANING SERVICES
2014-Present

CONTACT: Sarah Ho, Assistant Public Works Director
16400 Colorado Ave
Paramount, CA 90723 | Telephone Number: (562) 220-2157

PROJECT DESCRIPTION: Annual cleaning and inspections of the City's 500+ catch basins.



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS – STORM DRAIN CLEANING SERVICES

1998 – Present

CONTACT: Aki Gadim, Head Construction Inspector
900 S. Fremont Ave

Alhambra, CA 91803 | Telephone Number: (818) 994-9964

PROJECT DESCRIPTION: On-going annual cleaning of 37,000 retrofitted and unmodified catch basins within Los Angeles County. RMI performs annual Dry and Wet season cleaning of unmodified and modified catch basins, documenting the amount of trash and debris removed from each basin; the condition of any trash excluder device; and re-stenciling catch basins (as necessary).



COUNTY OF ORANGE – ANNUAL CATCH BASIN INSPECTION AND CLEANING SERVICES

2013 – Present

CONTACT: Ceaser Segura
County of Orange Public Works
222 E. Bristol St
Orange, CA 92865-2714 | Telephone Number: (714) 448-2924

PROJECT DESCRIPTION: Annual storm drain cleaning and inspection of the 1250 retrofitted and unmodified catch basin/drop inlet structures. RMI performs inspection and cleaning services during the Wet and Dry seasons; documenting services with digital photographs; disposal of collected debris; reporting inoperable or damaged excluder devices; and re-stenciling catch basins (as necessary).



GATEWAY WATER MANAGEMENT AUTHORITY

16401 Paramount Boulevard • Paramount, California 90723

REQUEST FOR PROPOSALS FOR MUNICIPAL STORM SEWER CATCH BASIN CLEANING (RFP 2023-01)

CATCH BASIN CLEANING COST PROPOSAL FORM

Company Name and Address:

Ron's Maintenance Inc.

P.O. Box 4562 , Downey, CA 90241

Proposal pricing shall be based on a per catch basin costs and shall include the following work to be performed:

Each Company shall inspect at regular intervals and clear all debris in catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract a minimum of one time between May 1 and September 30 of each year. In addition, the Company shall perform one inspection of all catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract during the months of October, January, and April. The Los Angeles MS4 Permit requires trash capture inserts be cleaned at regular intervals to maintain efficiency. The Company shall not perform repair, maintenance or other work that would require a Contractor's License or the payment of prevailing wages. The Company shall report to the appropriate Contracting Agency any damaged catch basin screens and missing stenciling requirements. The Company shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the appropriate Contracting Agencies within twenty-four (24) hours of discovery.

The Company shall be responsible for developing and implementing traffic control procedures in accordance with California Manual on Uniform Traffic Control Devices (latest addition). The Contracting Agency may request written copies of Traffic Control Plans for collector or arterial streets, if necessary. The Company shall take a photo documenting the before and after conditions of all debris cleaning, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 MP in quality, in .jpg format, labeled such that it is easy to identify each catch basin location and submitted with the invoice to the appropriate Contracting Agency.

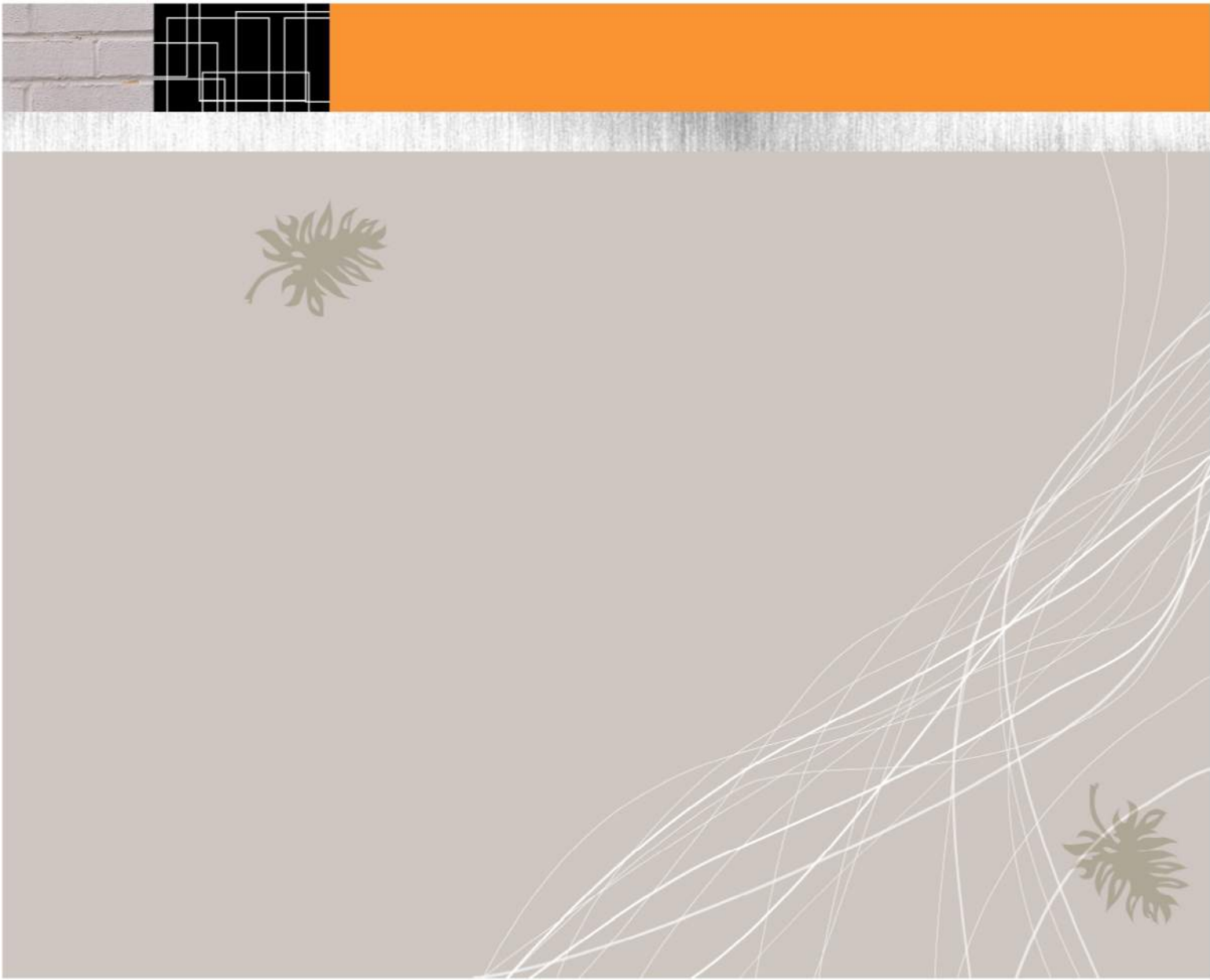
Proposal prices shall be guaranteed.

Description	Quantity	Unit	Unit Price	Total
ARS Catch Basin	1,000	each	\$30.00	\$30,000
CPS Catch Basin	9,500	each	\$30.00	\$285,000
ARS & CPS Catch Basin	4,000	each	\$30.00	\$120,000
Non-retrofitted Catch Basin	3,000	each	\$30.00	\$90,000
Total				\$525,000

Authorized Signature

08-18-2023

Date



REQUEST FOR PROPOSALS

MUNICIPAL STORM SEWER CATCH BASIN CLEANING (RFP 2023-01)

**Gateway Water Management Authority
16401 Paramount Boulevard
Paramount, CA 90723
Attn: Traci Gleason**

Submitted by



14000 E. Valley Blvd.
City of Industry, CA 91746

Lydia Perry
V.P. of Marketing & Sales
626/ 961-9326 Office
626/ 434-6285 Fax
626/ 890-7078 Cell
lydia@unitedstormwater.com

Bid Opening Date: August 18, 2023 @ 4:00 PM

SECTION 1: COVER LETTER



August 18, 2023

Gateway Water Management Authority
16401 Paramount Boulevard
Paramount, CA 90723
Attn: Traci Gleason

Subject: Municipal Storm Sewer Catch Basin Cleaning (RFP 2023-01)

Dear Ms. Gleason,

United Storm Water, Inc. (United) is pleased to submit the enclosed response to the RFP for Municipal Storm Sewer Catch Basin Cleaning. United is a Class A Minority Business Enterprise (MBE) having (24) years demonstrated expertise in storm water maintenance and BMP fabrication and installation. United has the experience and resources necessary for fulfillment of the scope of work and have successfully provided catch basin inspection and cleaning services to numerous public agencies within the Gateway Region as well as installation of thousands of the BMP devices that are to be maintained.

United will provide all labor, equipment and materials needed for inspecting and cleaning unmodified catch basins as well as catch basins containing Connector Pipe Screens (CPS) and/or Automatic Retractable Screens (ARS). United Storm Water will enter into contracts with individual municipalities wishing to accept its pricing and terms. The term of the agreement will be for (3) years from the date of acceptance.

Services include traffic control, catch basin cleaning (includes BMP cleaning) and documentation. Documentation will include before and after photos of cleaning from the same vantage points in an amount not less than (5) of each condition. Disposal of the extracted waste will be the responsibility of the Contracting Agency or can be handled by United per request as extra work as agreed to in writing.

The rates provided include considerations for permits, mobilization, traffic control, catch basin inspection and debris clearing (excludes disposal), and documentation of services. All fees associated with transportation and disposal of the extracted waste will be negotiated with the Contracting Agency separately. **The unit rates provided will be charged every time each catch basin is serviced (concurrent inspection/cleaning or separate inspection event).**

Per the RFP prevailing wage rates do not apply. Should the Department of Industrial Relations determine that prevailing wage rates do apply for the contracted work a change order will be issued to additionally compensate United for all personnel and operated equipment.

Please contact me should you require any additional information or to schedule an interview as part of the competitive bid process. Thank you for your consideration of our proposal!

Sincerely,

A handwritten signature in black ink that reads "Lydia Perry". The signature is cursive and fluid.

Lydia Perry
V.P. Of Marketing & Sales | Secretary/Treasurer

lydia@unitedstormwater.com
Cell (626) 890-7078

SECTION 2: PROPOSER INFORMATION

Identification of Bidder

Company Information	
Legal Name	United Storm Water, Inc.
Address	14000 E. Valley Blvd., City of Industry, CA 91746
Legal Form of Company	S-Corporation
Year Incorporated	1999 (24 years)
California Corporation No.	C2155753
Tax Identification No.	95-4742126
DIR Registration No.	1000012438
Contractor License No.	768583 (A, HAZ, C21, C27, C31, C42)
Parent Company	N/A
DBE Designation	Minority Business Enterprise (MBE)
Contact Name/Title	Lydia Perry, Secretary/Treasurer
Contact Email/Telephone	lydia@unitedstormwater.com; (626) 890-7078

Ownership & Management

United Storm Water is a family owned and operated MBE under the following ownership and management:

NAME	Title
Eduardo Perry Jr.	President/Owner
Daniel C. Perry	Executive Vice President/Owner
Lydia Perry	Secretary/Treasurer/Owner
Ramon Menjivar	Sales Manager

SECTION 3: UNDERSTANDING OF NEED

Description of Work

United Storm Water (United) will provide all labor, equipment and materials needed for inspecting and clearing debris from unmodified catch basins as well as catch basins containing Connector Pipe Screens (CPS) and/or Automatic Retractable Screens (ARS) in accordance with the agreements entered into with the individual Contracting Agencies. The total number of catch basins, if all cities contracted, is estimated between 14,000 and 18,000. The term of the agreement will be for (3) years from the date of acceptance.

Services include traffic control, catch basin cleaning (includes BMP cleaning) and documentation. United shall inspect and clear debris from the subject catch basins a

minimum of one time between May 1 and September 30 of each year. In addition, United shall perform one inspection of all catch basins within the jurisdiction of the Contracting Agency during the months of October, January and April. Documentation will include before and after photos of cleaning from the same vantage points in an amount not less than (5) of each condition.

The Contracting Agency may request additional cleanings based on the rates provided in United's proposal. Disposal of the extracted waste will be the responsibility of the Contracting Agency or can be handled by United per request as extra work as agreed to in writing.

SECTION 4: COMPANY AND TEAM EXPERIENCE

Background Information

United Storm Water has been in business since 1999 (24 years) and was incorporated by the owners of United Pumping Service who has been among the forerunners in hazardous waste transportation since 1970 (53 years).

United Pumping Service, was the original firm who was contracted by Los Angeles County in 1998 to design and implement what was at the time the largest storm water remediation project in the United States when (15) cities were sued for noncompliance with the Clean Water Act. United Pumping Service's original storm water division was so successful and determined to lead the industry with storm water solutions, that there was a high need for the establishment of a specialized company, hence the beginning of United Storm Water.

These family owned and operated Minority Business Enterprises (MBEs) are experts in their fields, and are true pioneers in storm water management and environmental remediation.

Capabilities

United Storm Water is a qualified firm having demonstrated experience and expertise including but not limited to:

- Storm Drain Inspection and Monitoring
- Conveyance System Maintenance
- Certified Contech Maintenance Provider
- Fabrication and Installation of BMPs (Filter Inserts, Automatic Retractable Screens, Connector Pipe Screens)
- Curb Stenciling
- Trash Quantification
- Hazardous Waste Removal

14000 E. Valley Blvd., City of Industry, CA 91746 | P: (626) 961-9326 | unitedstormwater.com

- Pond Maintenance
- COVID-19 Sanitizing Services
- 24-Hour Emergency Response

United) meets and exceeds the qualifications identified in the bid specifications:

- ✓ Have never been debarred by Federal, State, nor local government
- ✓ Have (24) years of experience performing city wide storm drain system maintenance work for public agencies
- ✓ Class A California contractor's license including the following specialty licenses:
 - HAZ- Hazardous Substance Removal
 - C21- Demolition
 - C27- Landscaping
 - C31- Traffic Control
 - C42- Sanitation System
- ✓ California Dept. of Industrial Relations Registration

Experience

United Storm Water has successfully performed services of a similar size and nature to that described in the RFP for numerous public agencies for (24) years including the various Gateway Region Agencies.

The most challenging and complex storm drain maintenance project that United Storm Water has participated in is for Caltrans District 7 where the United family of companies has provided services over various contract periods since 1998. United is required to field a minimum of (1) 4-man day crew and (6) 4-man night crews (approximately 30 people total on the night crew including Supervisors and Managers), for cleaning (8,500) catch basins within (75) work days. This work requires the activation of over (300) static lane closures on highways.

The largest individual catch basin retrofit project that United Storm Water has participated in was as a subcontractor for the Gateway Catch Basin Retrofit Project where United cleaned and retrofitted some (13,000) catch basins with Connector Pipe Screen devices for (15) cities located within the Gateway Region.

Examples of storm drain system maintenance projects performed for other public agencies within the past (5) years of a similar nature to that described in the RFP is included in the [References](#) section below.

References

Reference 1	Company	California Department of Transportation (CALTRANS) District 7
	Address	100 South Main Street, Los Angeles, CA 90012
	Contact Name	David Lawrence
	Phone Number	(213) 400-6781
	Email Address	david.lawrence@dot.ca.gov
	Project Name	On-Call As-Needed Drainage Structure Debris and Sediment Removal Analysis in Los Angeles and Ventura Counties
	Project Description	Drainage structure maintenance including (8,500) catch basins, (52) pump stations, including the removal of approximately 60,000 cubic yards of waste from channels, culverts, basins, and drainage ditches on a yearly basis.
	Duration of Project	2012-On Going
Reference 2	Company	City of Dana Point
	Address	33282 Golden Lantern, Dana Point, CA 92629
	Contact Name	Lisa Zawaski
	Phone Number	(949) 248-3584
	Email Address	lzawaski@DanaPoint.org
	Project Name	Storm Water Best Management Practices (BMP) Maintenance Services & As-Needed Spill Response
	Project Description	Cleanout of approximately four hundred twenty (420) catch basins and eight (8) CDS units including as needed storm drain cleaning three times yearly.
	Duration of Project	2018 – 2023; 2000 - 2017
Reference 3	Company	City of Long Beach
	Address	1651 San Francisco Ave., Long Beach, CA 90813
	Contact Name	Willie Owens
	Phone Number	(562) 570-2784
	Email Address	willie.owens@longbeach.gov
	Project Name	City Storm Drain System Maintenance
	Project Description	Storm drain structure cleaning including catch basins, pump stations, and inspection and cleaning of 5.5 miles of storm channels.
	Duration of Project	2005 - 2023
Reference 4	Company	City of Monterey Park
	Address	320 W. Newmark Avenue, Monterey Park, CA 91754
	Contact Name	Anthony Bendezu
	Phone Number	(626) 307-1320
	Email Address	ABendezu@MontereyPark.ca.gov
	Project Name	Catch Basin Maintenance Agreement
	Project Description	Perform inspection and maintenance services of all City owned catch basins and retrofitted County owned catch basins.
	Duration of Project	2023-Ongoing

Project Staffing

United Storm Water has all of the manpower and resources in place for providing reliable services as required by this RFP. The proposed individuals to be assigned to the various projects that will be individually contracted with interested Agencies include the following staff pool:

- Project Manager— Cesar Garcia
- Project Manager— Robert Hernandez
- Project Manager— Ramon Menjivar
- Project Manager— Daniel Perry Jr.
- Environmental Health & Safety Manager— Marisa Bishop
- Field Supervisors/Inspectors— Aron Angulo, Luis Juarez, Jose Ponce

Experience of Key Personnel and Project Responsibilities

Project Manager, Cesar Garcia (16-Years Experience)

Mr. Garcia joined United Storm Water in 2007 where he began as a Field Technician, moved up in the ranks to Field Supervisor, and was promoted to Sales Representative / Project Manager in 2021. While working in the field Mr. Garcia performed scheduled and emergency response storm drain cleaning and inspections, installation of United fabricated structural BMPs (Automatic Retractable Screen Covers, Connector Pipe Screens, Storm Drain Filter Inserts), and maintenance of all varieties of structural BMPs (pump houses, CDS Units, StormCeptors, Vortex Units, compost filters and sand filters) under confined space procedures as applicable.

Mr. Garcia has received professional training in CPR and first aid; bloodborne pathogens; 40-hour HAZWOPER; confined space entry; traffic control per Caltrans standards; DOT certification; e-RAILSAFE training; and is also trained as a Contech Certified Maintenance Provider.

Mr. Garcia will have full responsibility for the contract(s) that are assigned to him and will coordinate with the Contracting Agency, and all other project team members to fulfill service requests. Cesar is thoroughly familiar with municipal storm drain systems, and the protocols, and expectations of public agencies. Mr. Garcia is always on-call 24-hours.

Project Manager, Robert Hernandez (16-Years Experience)

Mr. Hernandez joined United Storm Water in 2007 where he began as a Field Technician, moved up in the ranks to Field Supervisor, and was promoted to Sales

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Representative / Project Manager in 2021. While working in the field Mr. Hernandez performed scheduled and emergency response storm drain cleaning and inspections, installation of United fabricated structural BMPs (Automatic Retractable Screen Covers, Connector Pipe Screens, Storm Drain Filter Inserts), and maintenance of all varieties of structural BMPs (pump houses, CDS Units, StormCeptors, Vortex Units, compost filters and sand filters) under confined space procedures as applicable.

Mr. Hernandez has received professional training in CPR and first aid; bloodborne pathogens; 40-hour HAZWOPER; confined space entry; traffic control per Caltrans standards; DOT certification; e-RAILSAFE training; and is also trained as a Contech Certified Maintenance Provider.

Mr. Hernandez will have full responsibility for the contract(s) that are assigned to him and will coordinate with the Contracting Agency, and all other project team members to fulfill service requests. Robert is thoroughly familiar with municipal storm drain systems, and the protocols, and expectations of public agencies. Mr. Hernandez is always on-call 24-hours.

Project Manager, Ramon Menjivar (24-Years Experience)

With experience at United Storm Water since its inception in 1999, Mr. Menjivar entered his position as Senior Project Manager after advancing from (6) years of experience as a Field Technician, and (2) years of experience as BMP Fabrication and Installation Manager. In 2021 he was promoted to Sales Manager of the company.

Mr. Menjivar's management experience includes the organization of road closure permits, projects involving hazardous material remediation, pump house cleaning, sewer and storm drain cleaning, channel cleaning, and development and installation of United fabricated structural BMP devices. Mr. Menjivar is capable of managing multiple projects concurrently, and can take on projects of any size.

Mr. Menjivar has received professional training in CPR and first aid; bloodborne pathogens; 40-hour HAZWOPER; confined space entry; traffic control per Caltrans standards; DOT certification; e-RAILSAFE training; and is also trained as a Contech Certified Maintenance Provider.

Mr. Menjivar will have full responsibility for the contract(s) that are assigned to him and will coordinate with the Contracting Agency, and all other project team members to fulfill service requests. Ramon is thoroughly familiar with municipal storm drain systems, and the protocols, and expectations of public agencies. Mr. Menjivar is always on-call 24-hours.

Project Manager, Daniel Perry Jr. (22-Years Experience)

Mr. Perry joined his family's business in 2001 where he was cross-trained through various departments ranging from Dispatch to Accounting, Sales, and he also worked as a Laborer and Driver in the field. He has 22-years of experience dealing with various types of hazardous and non-hazardous emergency response scenarios and has been trained to operate heavy equipment such as, Backhoe Loaders, Vactor Trucks, Vacuum Trucks and Roll-off Trucks. Combined with an education in Business Administration and Occupational Health and Safety, this experience has molded Daniel into a well-rounded Project Manager who is skilled at meeting the needs of any Client who requires environmental remediation services.

Mr. Perry's current responsibilities include those of Project Manager/Sales Representative and Occupational Health and Safety Trainer. Daniel's Project Management experience began in 2016 and includes the organization of road closure permits, projects involving hazardous material remediation, and planning city-wide catch basin cleaning and retrofit projects. With regard to safety he researches and conducts training programs for United's Field Personnel including yet not limited to HAZWOPER 8-hour annual refresher training, proper use of fall protection and personal protection equipment, and CPR and first aid. He is also skilled in inspecting and evaluating workplace environments, equipment, and field practices to ensure compliance and a safe working environment. To this end he has built a reputation as a dependable team member who is always willing to go the extra mile to get the job done in a safe and environmentally conscious manner.

Mr. Perry has received professional training in CPR and first aid; bloodborne pathogens; 40-hour HAZWOPER; confined space entry; traffic control per Caltrans standards; DOT certification; e-RAILSAFE training; Contech Certified Maintenance Provider; various worker occupational safety and health certifications; and has a Bachelor of Science degree in Business Administration.

Mr. Perry will have full responsibility for the contract(s) that are assigned to him and will coordinate with the Contracting Agency, and all other project team members to fulfill service requests. Daniel is thoroughly familiar with municipal storm drain systems, and the protocols, and expectations of public agencies. Mr. Perry is always on-call 24-hours.

Env. Health & Safety Manager, Marisa Bishop (8-Years Experience)

Mrs. Bishop joined her family's business in 2015 as Human Resources and Environmental Health and Safety (EHS) Assistant. After learning about the business and gaining interest in the environmental field she exhibited determination by obtaining the training and education necessary to eventually become United's EHS Manager. In this position she directs a proactive safety and

environmental program, and has participated in every sanitizing project performed by United (for public agencies and commercial facilities) since the outbreak of COVID-19 in 2020.

Mrs. Bishop has a B.S. Degree in Behavioral Science as well as professional training in the following environmental and construction related disciplines: OSHA 30-hour; OSHA 40-hour HAZWOPER; confined space entry; traffic control per Caltrans standards; DOT certification; e-RAILSAFE training; and numerous OSHA Health and Safety Specialist Certifications.

Mrs. Bishop’s daily responsibilities are to improve the quality of safety and environmental management processes by following established regulations, policies, standards, and practices. Mrs. Bishop is always on-call 24-hours.

Aron Angulo, Field Supervisor (16-Years Experience)
Luis Juarez, Field Supervisor (17-Years Experience)
Jose Ponce, Field Supervisor (16-Years Experience)

Mr. Angulo, Mr. Juarez, and Mr. Ponce are seasoned Field Supervisors having (16) to (17) years of storm drain maintenance experience with United Storm Water. They have performed scheduled and emergency response storm drain cleaning and inspections, installation of United fabricated structural Best Management Practices (BMPs), maintenance of all varieties of structural BMPs (pump houses, CDS Units, StormCeptors, Vortex Units, compost filters and sand filters), lab packing, channel cleaning, and sanitizing services under confined space entry procedures as applicable.

United’s Field Supervisors are trained and medically monitored in accordance with O.S.H.A. Title 29 CFR 1910.120 to conduct tasks involving the handling of or exposure to hazardous materials, substances, or waste including: CPR; first aid; bloodborne pathogens; 40-hour HAZWOPER; confined space entry; traffic control per Caltrans standards; DOT certification; and e-RAILSAFE training.

These trained and experienced Field Supervisors will oversee all storm drain maintenance procedures. Having performed this work for multiple public agencies over the past (15) to (16) years, they are thoroughly familiar with municipal storm drain systems as well as the protocols and expectations required by public agencies. All Field Supervisors are always on-call 24-hours.

SECTION 5: CATCH BASIN PROPOSAL FORM

The rates provided include considerations for permits, mobilization, traffic control, catch basin inspection and debris clearing (excludes disposal), and documentation of services. All fees associated with transportation and disposal of the extracted waste

will be negotiated with the Contracting Agency separately based on the number of catch basins to be cleaned.

Per the RFP prevailing wage rates do not apply. Should the Department of Industrial Relations determine that prevailing wage rates do apply for the contracted work a change order will be issued to additionally compensate United for all personnel and operated equipment.

United Storm Water will enter into contracts with individual municipalities wishing to accept its pricing and terms. **The unit rates provided will be charged every time each catch basin is serviced (concurrent inspection/cleaning or separate inspection event).** The term of the agreement will be for (3) years from the date of acceptance.

SECTION 6: ADDED VALUE

The Contracting Agency may request United Storm Water to perform extra services not covered in the RFP at a cost that is mutually agreed upon by both parties in writing. Such services may include yet are not limited to the following:

- Disposal of extracted catch basin waste
- As needed repair or replacement of existing BMPs that are installed within the Contracting Agency's City
- Catch basin retrofit for installing trash excluder devices such as Wing-Gate Automatic Retractable Screen Covers, Connector Pipe Screens, and/or DrainPac Storm Drain Filter Inserts
- Cleaning (scheduled or emergency response) of any storm water conveyance system that is not defined in the scope of work of this RFP
- Catch basin stenciling
- Trash quantification
- Closed circuit television (CCTV) pipeline inspection

ATTACHMENTS

- Catch Basin Cleaning Cost Proposal Form



GATEWAY WATER MANAGEMENT AUTHORITY

16401 Paramount Boulevard • Paramount, California 90723

REQUEST FOR PROPOSALS FOR MUNICIPAL STORM SEWER CATCH BASIN CLEANING (RFP 2023-01)

CATCH BASIN CLEANING COST PROPOSAL FORM

Company Name and Address:

United Storm Water, Inc.

14000 E. Valley Blvd.

Industry, CA 91746

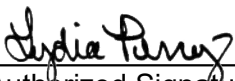
Proposal pricing shall be based on a per catch basin costs and shall include the following work to be performed:

Each Company shall inspect at regular intervals and clear all debris in catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract a minimum of one time between May 1 and September 30 of each year. In addition, the Company shall perform one inspection of all catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract during the months of October, January, and April. The Los Angeles MS4 Permit requires trash capture inserts be cleaned at regular intervals to maintain efficiency. The Company shall not perform repair, maintenance or other work that would require a Contractor's License or the payment of prevailing wages. The Company shall report to the appropriate Contracting Agency any damaged catch basin screens and missing stenciling requirements. The Company shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the appropriate Contracting Agencies within twenty-four (24) hours of discovery.

The Company shall be responsible for developing and implementing traffic control procedures in accordance with California Manual on Uniform Traffic Control Devices (latest addition). The Contracting Agency may request written copies of Traffic Control Plans for collector or arterial streets, if necessary. The Company shall take a photo documenting the before and after conditions of all debris cleaning, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 MP in quality, in .jpg format, labeled such that it is easy to identify each catch basin location and submitted with the invoice to the appropriate Contracting Agency.

Proposal prices shall be guaranteed.

Description	Quantity	Unit	Unit Price	Total
ARS Catch Basin	1,000	each	\$ 42.00	\$ 42,000.00
CPS Catch Basin	9,500	each	\$ 42.00	\$ 399,000.00
ARS & CPS Catch Basin	4,000	each	\$ 42.00	\$ 168,000.00
Non-retrofitted Catch Basin	3,000	each	\$ 42.00	\$ 126,000.00
Total				\$ 735,000.00


Authorized Signature

8/18/2023
Date

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: October 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: CONSIDERATION OF AWARD OF A CONSTRUCTION CONTRACT TO CARE FOR THE CHILDREN DBA CFTC PAINTING FOR THE CITYWIDE CURB NUMBERING PROJECT IN AN AMOUNT OF \$68,000.00 AND APPROVE THE BUDGET CONTINGENCY ALLOWANCE

RECOMMENDATION:

It is recommended that the City Council approve the plans and specifications for the Citywide Curb Numbering Project, award a contract to Care For The Children dba CFTC Painting for the City Wide Curb Numbering Project in a total amount of \$68,000.00, authorize the City Manager to execute the contract and approve the budget contingency allowance of 15% of the construction contract amount.

BACKGROUND:

The project includes removal of existing and installation of new curb house numbering Citywide and related work. The proposed improvements will be completed within 30 working days.

On September 14, 2023, staff advertised Notice Inviting Bids (NIB) on the local newspaper in conformance with City of Maywood Municipal Code Section 3-7.04. Bids were due on October 4, 2023 at 11:00 a.m.

DISCUSSION:

On October 4, 2023, at 11:00 a.m., a total of one (1) bid was received as shown below:

Contractor Name (from low to high cost)	Bid Amount
Care For The Children dba CFTC Painting	\$68,000.00

Staff conducted a bid analysis for the apparent 1st low bidder, Care For The Children dba CFTC Painting, and verified CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files, and references. Based on the bid analysis, Care For The Children dba CFTC Painting was found to be the lowest responsive bidder.

Staff recommends City Council award a contract to Care For The Children dba CFTC Painting for a total amount of \$68,000.00 and authorize the City Manager to execute the contract.

In addition, the City Engineer has reviewed the design plans for the project and in his opinion the design is reasonable and meets professional engineering standards. Therefore, the City Engineer recommends that the City Council also approve the plan and specifications, which are on file in the Department of Public Works.

The proposed project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302: Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total estimated project cost of \$91,020.00 will be funded through Gas Tax funds and is included in the 2023/24 Capital Improvement Program, (Project #6214).

Construction Contract	\$68,000.00
Contingency Budget allowance for unforeseen conditions as necessary (15%)	\$10,200.00
Total Construction Budget	\$78,200.00
Project Management	\$5,000.00
Construction management and inspection	\$7,820.00
Project Total	\$91,020.00

ATTACHMENT(S)

1. CFTC Bid
2. Bid Analysis - Citywide Curb Numbering
3. Agreement with Care for the Children

**Attachment No. 2 –
Care For The Children
DBA CFTC Painting Bid**

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- ☒ Completed and Signed Bid Cover Form
- ☒ Completed and Signed Bid Sheets
- ☒ Completed and Signed Questionnaire
- ☒ Completed References Form
- ☒ Resume of General Construction Superintendent/On-Site Construction Manager
- ☒ Completed Subcontractor Designation Form
- ☒ Completed and Signed Industrial Safety Record Form
- ☒ Completed, Signed and Notarized Bid Bond or Other Security Form
- ☒ Signed Nonpollution Declaration Form
- ☒ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

BID
CITY OF MAYWOOD
CITY WIDE CURB NUMBERING

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. 1 Date: 9-18-23
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 1040225 Class C33, which expires on 06/30/2024.

Bidder's Name: Robert G. Henderson

Signature: R. G. Henderson

Title: Contractor Date: 09/14/2023

Signature: _____

Title: _____ Date: _____

CITY OF MAYWOOD
BID SHEETS FOR
CITY WIDE CURB NUMBERING

Bidder's Name: _____

To the Honorable Mayor and Members of the City Council:

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

BASE BID SCHEDULE:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1.	Removal of existing curb numbering and installation/painting of new address numbers to curbs	6,800	EA	\$ <u>10.⁰⁰</u>	\$ _____
TOTAL BASE BID AMOUNT					\$ <u>68,000.⁰⁰</u>

BID

B-3

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, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

TOTAL BID PRICE IN DIGITS: \$ 68,000.00

TOTAL BID PRICE IN WORDS: sixty-eight thousand dollars.

Signature: R. A. Henderson

Title: Contractor Date: 09/14/2023

Signature: _____

Title: _____ Date: _____

QUESTIONNAIRE FORM

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

- (1) Bidder's Name: Robert G. Henderson
- (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: 13120 Telegraph Road #A Santa Fe Springs
- (4) Telephone: 562-900-6395 Facsimile: lrg@care4thechildren.org
- (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: 1040225 C33
Original Date Issued: 06/30/2018 Expiration Date: 06/30/2024
- (8) DIR Contractor Registration Number: 1000420383
- (9) List the name and title of the person(s) who inspected the Project site for your firm: N/A
- (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: Robert Henderson
Date of Inspection: 08/25/2023
- (11) Number of years' experience the company has as a contractor in construction work: 7 years
- (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: Read Attachment
- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid: D.B.A. City Numbering Service 2003-2006
D.B.A. CFTC Painting 2018-Now
D.B.A. Care For the Children 2006-Now

BID

B-5

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

Attachment

(12) List 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.

Robert G. Henderson (Contractor) 13128 Telegraph Rd. Santa Fe Springs, CA 90670 (562) 980-6395.

Michelle Q. Henderson (Treasurer) 16326 Espinosa Rd. Houston, Texas 77083 (562) 881-6615.

Irina Shimanchik (Secretary) 546 E. First Ave. La Habra, CA 90631 (562) 351-8198

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

Robert Henderson personal chapter 7 2015
Michelle Henderson personal Chapter 7 2015

- (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: N/A

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

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

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

- (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:

Care For the Children was the last company
to paint the curb address numbers in the
City of Maywood - City Wide.

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

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

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

Company

Signature: R. W. Henderson
 Title: Contractor
 Date: 09/14/2023

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 Citywide Curb House Numbers Project
 Project Description Painting curb address numbers Project No. 23-06
 Approximate Construction Dates From: 3-1-23 To: 4-1-23
 Agency Name: City of Duarte
 Contact Person: Marvin Carpio Telephone: 626-357-7931 Ext 262
 Address: 1600 Huntington Drive Duarte, CA 91010
 Original Contract Amount: \$ 60,000.00 Final Contract Amount: \$ 58,400.00

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

Contract was for 6,000 curb address numbers.
There was 5,840 curb address numbers painted.

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.

Project 2 Name/Number Curb side House Painting Project
 Project Description Painting curb address numbers.
 Approximate Construction Date From: 6-27-23 To: 7-11-23
 Agency Name: City of Cudahy
 Contact Person: Juan Rodriguez Telephone: 323-773-5143 ext. 259
 Address: 5220 Santa Ana Street Cudahy, CA 90201
 Original Contract Amount: \$ 10,731.00 Final Contract Amount: \$ 10,731.00

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

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.

Project 3 Name/Number City Numbering Service 2023

Project Description Painting of Curb Address Numbers.

Approximate Construction Dates

From: 6-29-23 To: 7-11-23

Agency Name: City of La Mirada

Contact Person: Priscilla Yi Telephone: 562-902-2374

Address: _____

Original Contract Amount: \$ 6,875.00 Final Contract Amount: \$ 6,875.00

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

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.

Project 4 Name/Number Citywide Curb Numbers
Project Description Painting of curb address numbers.
Approximate Construction Dates From: 12-27-22 To: 12-31-22
Agency Name: City of Irwindale
Contact Person: Elizabeth Rodriguez **Telephone:** 626-430-2211
Address: 5050 N. Irwindale Ave, Irwindale, CA 91706
Original Contract Amount: \$ 2,828' ⁰⁰ **Final Contract Amount:** \$ 2,828' ⁰⁰
 If final amount is different from original amount, please explain (change orders, extra work, etc.).

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.

Project 5 Name/Number Curb Number Painting Program FY 2021-22
Project Description Painting of curb address city wide. Cash Contract #21-25
Approximate Construction Dates From: 2-22-22 To: 6-6-22
Agency Name: City of Laguna Niguel
Contact Person: Jeff Metz **Telephone:** (949) 362-4337
Address: 30111 Crown Valley Parkway Laguna Niguel, CA 92677
Original Contract Amount: \$ 49,500' ⁰⁰ **Final Contract Amount:** \$ 45,477. ⁰⁰
 If final amount is different from original amount, please explain (change orders, extra work, etc.).

There was less address numbers to paint than what was on the contract.

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.

Project 6 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

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

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.

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.

I, Robert Henderson will be the one over seeing the painting of the curb address numbers.

In 2003 I started my curb address painting business (City Numbering Service). In 2005, I form the charity Care For The Children, I paint curb address numbers in cities for voluntary donations and for bid. I have a long list of cities that Care For The Children paints the curb numbers for voluntary donations. Care For The Children paints over 100,000 curb address numbers per year.

In 2018, I recived my contractor's license and form the DBA CFTC painting that Care For The Children operates under in a bid city.

I have 20 years of experiance in the field of curb address painting. I filed my registration with the DIR in 2017. I know all the regurirements and the rules for filing certify payroll with the DIR.

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
N/A					

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

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

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name Robert G. Henderson

	Current Year of Record	2022	2021	2020	2019	2018	Total
Number of contracts	3	3	1	0	1	2	10
Total dollar amount of contracts (in thousands of dollars)	\$76,000	\$69,000	\$15,000	0	23,000	35,000	\$218,000
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: R. G. Henderson

Title: Contractor

Date: 09/14/2023

Signature: _____

Title: _____

Date: _____

Bond No. BB2021993

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: City Wide Curb Numbering - City Project ID: 6117

WHEREAS Care for the Children dba CFTC Painting, 13128 Telegraph Rd., #A, Santa Fe Springs, CA 90670
(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,

1 MacArthur Pl., Suite 550, Santa Ana, CA 92707

(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 Seven Thousand and 00/100

Dollars (\$7,000.00), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

Dated: September 14th, 2023

"Principal"

Care for the Children dba CFTC Painting

By: R. G. Henderson
Its: Robert G. Henderson

By: _____
Its: _____

"Surety"

U.S. Specialty Insurance Company

By: [Signature]
Its: Freddy Anvari, Attorney-in-Fact

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.*

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.

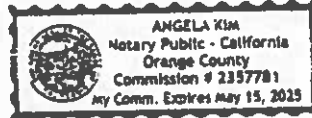
State of California
County of Orange

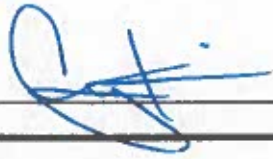
On SEP 14 2023 before me, Angela Kim, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)



**TOKIO MARINE
HCC**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

FREDDY ANVARI

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2021993 issued in the course of its business and to bind the Company thereby, in an amount not to exceed One hundred thousand and 00/100 (\$100,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"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." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of April, 2022.



U.S. SPECIALTY INSURANCE COMPANY

By:

Adam S. Pessin
Adam S. Pessin, Senior 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.

State of California
County of Los Angeles

On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of 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.

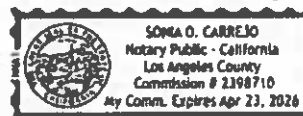
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sonia O. Carrejo

(seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now 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 14th day of September, 2023.

Bond No. BB2021993
Agency No. 12069



Kio Lo
Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more information

HCCSOZZPOAUSSIC07/2023

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

The undersigned declares:

I am the Contractor of CETC Painting, 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 09/14/23 [date], at Santa Fe Springs [city], California [state].

Signature: R. B. Henderson Signature: _____

Printed Name: Robert B. Henderson Printed Name: _____

Date: 09/14/2023 Date: _____

Robert Henderson

[View Details](#)[+ Add to My List](#)

Detail:

Registration Number: PW-LR-1000420383
Status: Active
CSLB Number: 1040225
Legal Entity Type: Corporation
Mailing Address: P.O. Box 3144
Whittier
CA 90605
County: Los Angeles
Craft: Painter
Email: 1rg@care4thechildren.org

Registration History

Effective Date	Expiration Date
7/17/2023	6/30/2025
10/4/2022	6/30/2023
7/1/2021	6/30/2022
7/1/2020	6/30/2021
7/1/2019	6/30/2020

DBA

Name
CFTC Painting
CFTC Painting

9/15/23, 11:56 AM

Registrations

CARE FOR THE CHILDREN

[View Details](#)[+ Add to My List](#)

Detail:

Registration Number: 1000058196
Status: Expired
CSLB Number: 1040225
Legal Entity Type: Corporation
Mailing Address: P.O. BOX 3144
WHITTIER
CA 90605
County: Los Angeles
Craft:
Email: 1rg@care4thechildren.org

Registration History

Effective Date	Expiration Date
7/16/2018	6/30/2019
6/6/2018	6/30/2018

DBA

Name
CFTC PAINTING



1. BID TABULATION											
PROJECT NAME: CITYWIDE CURB NUMBERING, CITY PROJECT ID: 6117											
BID TABULATION				Apparent Low Bidder 1 Care For The Children dba CFTC Painting		AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE		
Bid Item and Description			Qty	Unit	Unit Price	Total Price	Unit Price			Total Price	
1	Removal of exisitng curb numbering and installation/painting of new address numbers to curbs.			6,800	EA	\$10.00	\$68,000.00	\$10.00	\$68,000.00	\$10.00	\$10.00
BID RANKING						Apparent Low Bidder 1					
TOTAL BID AMOUNT CALCULATED BASED ON UNIT PRICES						\$68,000.00					
TOTAL BID AMOUNT INDICATED BY BIDDER						\$68,000.00					
CALCULATION CORRECTIONS TO BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT						\$0.00					
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS				YES							
SUBCONTRACTOR % AND AMOUNT SHOWN IN THE BID				0% \$0.00							
SUBCONTRACTORS				N/A							
				TOTAL \$0.00							

2. REVIEW OF APPARENT LOW BID

APPARENT LOW BID SUBMITTED BY:		Care For The Children dba CFTC Painting			APPARENT LOW BID AMOUNT:	\$68,000.00
ITEM REVIEWED/CHECKED		REVIEW RESULT	BY	DATE	REMARKS	
BID STAMPED AS RECEIVED PRIOR BID TIME:		YES	CITY CLERK	10/12/23		
BID BOND IN PROPER AMOUNT:		YES	DT	10/12/23		
ADDENDA ACKNOWLEDGEMENT:		N/A	DT	10/12/23		
TOTAL BID PRICES CALCULATED CORRECTLY:		YES	DT	10/12/23		
SUBCONTRACTOR AMOUNT:		\$0.00	DT	10/12/23		
MIN PRIME CONTRACTOR % REQUIREMENT FOR WORK PER SPECIFICATIONS:		50.00%	DT	10/12/23		
PRIME CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR MORE THAN ABOVE %):		100.00%	DT	10/12/23		
BIDDER COMPLIES WITH MIN PRIME CONTRACTOR % REQUIREMENT:		YES	DT	10/12/23		
MAX ALLOWABLE SUBCONTRACTOR PERCENT PER SPECIFICATIONS:		50.00%	DT	10/12/23		
SUB CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR LESS THAN ABOVE %):		0.00%	DT	10/12/23		
BIDDER COMPLIES WITH MAX. SUB CONTRACTOR % REQUIREMENT:		YES	DT	10/12/23		
PRIME CONTRACTOR LICENSE STATUS:	Care For The Children dba CFTC Painting	1040225	DT	10/12/23	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)	
PRIME CONTRACTOR DIR REGISTRATION STATUS:	Care For The Children dba CFTC Painting	1000420383	DT	10/12/23	Print-out from DIR Web Page attached (https://efiling.dir.ca.gov/PWCR/Search)	
SUB CONTRACTOR LICENSE STATUS:	N/A	N/A	DT	10/12/23	Print-out from DCA Web Page attached (https://search.dca.ca.gov/)	
SUB CONTRACTOR DIR REGISTRATION STATUS:	N/A	N/A	DT	10/12/23	Print-out from DIR Web Page attached (https://efiling.dir.ca.gov/PWCR/Search)	
PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Care For The Children dba CFTC Painting	NOT ON STATE DEBARRED LIST	DT	10/12/23	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)	
PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Care For The Children dba CFTC Painting	NOT ON FEDERAL DEBARRED LIST	DT	10/12/23	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)	
SUB CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	N/A	N/A	DT	10/12/23	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)	
SUB CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	N/A	N/A	DT	10/12/23	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)	
REFERENCE CHECK ACCEPTABLE:		YES	DT	10/12/23	See Reference Check	

3. REFERENCE CHECK OF APPARENT LOW BIDDER												
Care For The Children dba CFTC Painting												
REFERENCE DATA FOR APPARENT LOW BIDDER					REFERENCE CHECK FOR APPARENT LOW BIDDER						CHECKED BY	DATE
					Answer "YES" if satisfied or "NO" if not satisfied							
REFERENCE PROJECT	OWNER AND REFERENCE NAME	CONTACT & TELEPHONE	AMOUNT	DATE COMPLETED	DID THE CONTRACTOR DO QUALITY WORK	DID THE CONTRACTOR STAY ON SCHEDULE	DID THE CONTRACTOR ASK FOR UNNECESSARY CHANGE ORDERS	DID THE CONTRACTOR FILE CLAIMS AGAINST YOU	WILL YOU HIRE THE CONTRACTOR AGAIN	REMARKS		
City wide Curb House Numbers Project 23-06	City of Duarte	Marvin Carpio 626-357-7931 Ext 262	\$60,000.00	4/1/2023								
Curbside House Painting Project	City of Cudahy	Juan Rodriguez 323-773-5143 Ext 259	\$10,731.00	7/11/2023	YES	YES	NO	NO	YES	Contractor is easy to work with.	DT	10/12/2023
City Numbering Service 2023	City of La Mirada	Priscilla Yi 562-902-2374	\$6,875.00	7/11/2023	YES See note 1.	YES	NO	NO	YES	Note 1: Contractor had conflict with the neighboring jurisdiction, however, the issued were resolved prior to project acceptance.	DT	10/12/2023
City Numbering Painting Program FY 2021-20222	City of Laguna Niguel	Jeff Metz 949-362-4337	\$45,477.00	6/6/2022	YES See note 1.	YES	NO	NO	YES	Contractor performed satisfactorily for the most part, however, there were a few locations incorrectly done. Contractor applied the corrections.	DT	10/12/2023

4. LOWEST RESPONSIVE BID	
LOWEST RESPONSIVE BID SUBMITTED BY:	Care For The Children dba CFTC Painting
IN THE AMOUNT OF:	\$68,000.00

▼

Contractor's License Detail for License # 1040225

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 7071.17](#)).
- ▶ 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 10/12/2023 10:32:45 AM

Business Information

CARE FOR THE CHILDREN
PO BOX 3144
WHITTIER, CA 90605
Business Phone Number:(888) 490-9751

Entity Corporation
Issue Date 06/05/2018
Expire Date 06/30/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C33 - PAINTING AND DECORATING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [MERCHANTS BONDING COMPANY \(MUTUAL\)](#).
Bond Number: 100061404
Bond Amount: \$25,000
Effective Date: 05/22/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **100074500** for ROBERT GENE HENDERSON in the amount of **\$25,000** with [MERCHANTS BONDING COMPANY \(MUTUAL\)](#).
Effective Date: 06/05/2023
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [SECURITY NATIONAL INSURANCE COMPANY](#)
Policy Number:SWC1445068
Effective Date: 07/14/2023
Expire Date: 07/14/2024
[Workers' Compensation History](#)

Contractor Information

Legal Entity Name

Robert Henderson

Legal Entity Type

Corporation

Status

Active

Registration Number

PW-LR-1000420383

Registration effective date

7/17/2023

Registration expiration date

6/30/2025

Mailing Address

P.O. Box 3144 Whittier 90605 CA United States of A...

Physical Address

13128 Telegraph Road #A Santa Fe Springs 90670 C...

Email Address**Trade Name/DBA**

CFTC Painting

CFTC Painting

License Number(s)

CSLB:1040225

Registration History

Effective Date	Expiration Date
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2022
10/4/2022	6/30/2023
7/17/2023	6/30/2025

Legal Entity Information

Corporation Number:**Federal Employment Identification Number:****President Name:**

Robert Henderson

Vice President Name:

Eddie Cannon

Treasurer Name:

Michelle Henderson

Secretary Name:

Irene Shimanchik

CEO Name:

Robert Henderson

Agent of Service Name:

Robert Henderson

Agent of Service Mailing Address:

13128 Telegraph Road #A Santa Fe Springs 90670 CA United States of America

Workers Compensation

Do you lease employees No
through Professional
Employer Organization
(PEO)?:

Please provide your
current workers
compensation insurance
information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier
Policy Holder Name:Care For The Children**Insurance Carrier:**
Security National Insurance Company**Policy Number:**SWC1445068**Inception date:**
7/14/2017**Expiration Date:**7/14/2024

DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the “Period of Debarment” for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\) !\[\]\(4e333a6106fc298d0ae6dff272a736ef_img.jpg\)](#)
- [The Federal debarment list at the Excluded Parties List System !\[\]\(97089f8e07e24e31baa67366e358a709_img.jpg\)](#)

Name of contractor	Period of debarment
MICHAEL FLOORING, INC.; BENNY MICHAEL CSLB License Number: 874947	5/30/2023 through 5/30/2026 Decision SC 7278  The debarment order is currently stayed by order of the Kern County Superior Court
TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON, CSLB License Number: 758012	5/10/2023 through 5/10/2026 Decision SC 7250 
G M Climate Control, Inc. CSLB License Number: 967267	3/2/2023 through 9/2/2024 Decision 40-71536-603 
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA, CSLB License Number: 612429	9/27/2021 through 9/26/2022 Decision LB 6333 

GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON	5/21/2021 through 5/20/2024 Decision LB 6629 
CSLB License Number: 291013 and 84801	
ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.; UMAR KHALID RANA, an individual and CEO/RMO of ECS CONTRACTORS, INC.; and KANWAL SAJJAD RANA, an individual and RMO of ECS CONTRACTORS, INC.	3/1/2020 through 3/1/2023 Decision LB 5590 
CSLB License Number: 975222	
Avi Shechter, Individually DBA Avi Shechter	5/6/2019 through 5/5/2022 Decision LB 6328 
CSLB Number: 908891 and 1018353	
Patrick Kim, Individually DBA Ritecon Plumbing	8/21/2018 through 8/20/2019 Decision LB 6762 
CSLB Number: 991018	
Bighorn Construction, Inc.	5/5/2018 through 5/4/2021 Decision LB 6658 
CSLB Number: 597866	
Doug Parks, Individually dba Doug Parks and Son Plumbing	10/11/2017 through 10/10/2019 Decision SC 5807 
CSLB Number: 411825	
Worthington Construction, Inc.; Dale Worthington, an individual and CEO/RMO of	6/15/2018 through 9/16/2019 Decision LB 5267 

**Worthington Construction, Inc.; and,
Holi Jeanne Worthington, an individual and Officer of
Worthington Construction**

CSLB Number: 714836

**RMV Construction, Inc., A California Corporation; and
Robert
Michael Vasil II a.k.a. Robert Michael Vasil a.k.a.
Mike Vasil, an Individual and CEO/RMO President of
RMV
Construction, Inc.**

4/1/2017 through 8/18/2018

[Decision LB 5266](#) 

CSLB Number: 892389

**Gewargis Youkhanis Narso, an individual dba
GEHVAC and Technologies, a sole proprietorship,
And GEHVAC Co., a sole proprietorship**

2/1/2017 through 1/31/2020

[Decision 40-48480-516](#) 

CSLB Number: 899312 and 1013848

**Joseph Brothers Enterprise, Inc.; Ken Joseph Individually
and as CEO**

4/3/2018 through 10/3/2019

[Decision SC 6390](#) 

CSLB Number: 849169

**Dave Cook Concrete Construction, Inc., and David
William Cook**

3/1/2017 through 2/29/2020

[Decision LB 6207](#) 

34231 Camino Capistrano #102
Capistrano Beach, CA 92624-1189

CSLB Number: 461897

**Bannaoun Engineers Constructors Corporation; Omar
Maloof, An Individual
P.O. Box 16599
Beverly Hills, CA 90209-2599**

05/12/17 through 05/11/20

[Decision SC 5517](#) 

CSLB Number: 827829

Evans Roofing Co., Inc.
2020 South Yale Street
Santa Ana, CA 92706

CSLB Number: 610549

10/31/16 through 10/30/19

[Decision LB 6270](#) 

Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing
Sierra Nevada Stucco
P.O. Box 8472
Reno, NV 89502
CSLB Number: 915812

2K Roofing
820 Kuenzli Street
Reno, NV 89502
CSLB Number: 954551

05/14/17 through 05/13/20

[Decision SC 6037](#) 

Del Norte Construction, And Trinidad Manuel Canales, an Individual
PO Box 5101
Oxnard, CA 93030

5020 Wooley Rd.
Oxnard, CA 93030

CSLB Number: #945723

6/01/16 through 5/31/17

[Decision LB 5533](#) 

Diversified Building & Electric Company, Inc.
409 Tennant Station
Morgan Hill, CA 95037

Denis Andrew Maris, Individually and Doing Business as Diversified Electric Company

2/15/16 through 8/15/17

[Decision SC 5714](#) 

CSLB Number: #765312

Fast Demolition, Inc.

601-C East Palomar Street #123

Chula Vista, CA 91911

CSLB Number: #792729

Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLITION, INC.**

4/1/44 through 3/31/47

[Decision LB5742](#) 

4/1/41 through 3/31/44

[Decision LB5665](#) 

4/1/36 through 3/31/39

[Decision LB5740](#) 

4/1/33 through 3/31/37

[Decision LB5651](#) 

4/1/33 through 3/31/37

[Decision LB5739](#) 

4/1/24 through 3/31/27

[Decision LB5741](#) 

4/1/30 through 3/31/33

[Decision LB5743](#) 

4/1/27 through 3/31/30

[Decision LB5666](#) 

4/1/21 through 3/31/24

[Decision LB5667](#) 

4/1/18 through 3/31/21

[Decision LB5668](#) 

4/01/15 through 3/31/18

[Decision LB5345](#) 

Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services

CSLB Number: #969048 and #919761

8/6/15 through 8/5/18

[Decision SC 5756](#) 

Ultimate Inc., And, Enrique Vera, an Individual
PO Box 571117

12/1/15 through 11/30/18

[Decision LB 5655 & LBS659](#) 

Tarzana, CA 91356-1117

CSLB Number: #949229

Travioli Construction, Inc.

PO Box 231

Visalia, CA 93274

CSLB Number: #936832

9/11/15 through 3/10/17

[Decision SC 5800](#) 

Integrity Sheet Metal, Inc.

319 McArthur Way

Upland, CA 91786

CSLB #726770

2/01/15 through 1/31/18

[Decision LB 5596](#) 

William Ben Hicks, an individual;

Margaret Mary Hicks, an individual

L A Builders, Inc., a California Corporation

15635 Saticoy Street, #H

Van Nuys, CA 91406

CSLB #748591

2/01/15 through 1/31/18

[Decision LB5 171](#) 

Alon Gamliel, an individual

USA Wall Systems, Inc.

8309 Sunshine Lane

Riverside, CA 92508

CSLB #929610

4/01/15 through 3/31/18

[Decision LB 5323](#) 

Edward Eugene Brammer, an individual

and in his capacity as President/CEO/RMO

Daughter Construction

formerly dba Hy Carpentry Construction

15407 Thornlake Avenue

Norwalk, CA 90650

CSLB #979297

4/01/15 through 3/31/18

[Decision LB 5466, LB5467, LB5468](#)

[& LB5520](#) 

Sharon Jin Yoo, an individual;

Dae Hyun Yoo, an individual

and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.

RDA Construction, Inc.

1692 W. Bullard Ave.,
Fresno, CA 93711
CSLB# 383306

12/15/14 through 12/14/16

[Decision 40-40508-522 & 44-40509-522](#) 

Titan Electrical Construction, Inc.

Lucas Oliver Stickney, an individual
Jamie Noel Furr, an individual
630 Natoma Street
San Francisco, CA 94103
CSLB# 919516

11/3/14 through 11/2/17

[Decision SC 5539](#) 

Ramos Painting

Carlos Ray Ramos, an individual
P.O. Box 3871
Paso Robles, CA 93447
CSLB# 753575

11/3/14 through 11/2/15

[Decision SC 5518](#) 

Dick Emard Electric.

dba Emard Electric Luke Richard Emard, an individual and RMO
5930 Key Court, Suite A
Loomis, CA 95650
CSLB# 794007

11/3/14 thorough 11/2/17

[Decision SC 5521](#) 

Nixon Electric

Gordon Fulton Nixon, an individual
5624 Faust Ave.
Woodland Hills, CA 91367
CSLB# 796802

8/1/14 through 7/31/17

[Decision LB 4495](#) 

Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	2/28/14 through 2/27/17 Decision LB 4511, LB4512 & LB4521 
Southland Construction Reza Mohammedi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	10/14/14 through 10/13/17 Decision SAC 5492 
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President Dora Maria Contreras, an Individual and Agent/Officer of the Corporation	8/4/14 through 8/3/17 Decision SAC 5506 
Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	5/10/14 through 5/9/17 Decision SAC 5308 
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	5/1/14 through 4/30/17 Decision LB 4202 

Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	3/25/14 through 3/24/17 Decision LB 4484 
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229	2/28/14 through 2/27/17 Decision LB5175 
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked)	10/31/13 through 10/31/16 Decision SC 5309 
Ayodejia A. Ogundare, Individual Db a Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322	5/15/2013 through 5/15/2014 Decision SAC 1039 
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	7/29/12 through 7/28/15 Decision SAC 5175 
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	6/14/12 through 6/13/15 Decision SC 5198 

Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	3/29/12 through 3/28/15 Decision SC 5160 
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	3/31/11 through 3/30/13 Decision SC 5095 
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	3/31/11 through 3/30/13 Decision se 5013 
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	3/1/11 through 2/28/14 Decision SC 5053  Addendum SC 5053 
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)	7/1/10 through 6/30/13 Decision SAC 5012 
David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993	
Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901	

**Soo Dong Kim, an individual,
dba Soo Kim Electric Company**
16224 Ridgeview Lane
La Mirada, CA 90638
CSB # 568103 Exp. 8/1/09 (inactive)

4/19/10 through 4/18/13

[Decision SAC 1064](#) 

**Hyo Nam Jung, an individual,
dba Lucid Electric**
18621 Well Street
Rowland Heights, CA 91748
CSB # 914692 Exp. 4/3/10

**Southwest Grading,
dba Southwest Grading Services, Inc.,**
22031 Waite Street
Wildomar, CA 92595

3/18/10 through 3/17/13

[Decision SAC 1058](#) 

David Walter Cholewinski, an individual
22031 Waite Street
Wildomar, A 92595
29970 Technology Drive, Ste. 205
Murrieta, CA 92563
CSB #840416 Exp. 6/30/10

**S.J. Cimino Electric, Inc., a California corporation,
3267 Dutton Ave.
Santa Rosa, CA 95404
Salvatore Joseph Cimino, RMO, CEO and President of
S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino
Electric, an individual**
5825 Heights Rd.
Santa Rosa, CA 95401
CSB #343802 Exp. 2/28/10
CSB #294141 Exp. 9/30/13 (inactive)

10/15/09 through 10/14/12

[Decision SAC 1052](#) 

**Cedar Development Corporation
Serghon Gabriel Afram, individually**
12477 Feather Dr

8/5/09 through 8/4/12

[Decision SAC 1042](#) 

Mira Loma, CA 91752

CSB # 839898 Exp. 6/30/10 (suspended)

All Floors Commercial and Residential Flooring, Inc.

Salvador Elias Perea, individually

750 E. McGlincy Lane, #103

Campbell, CA 95008

CSB #430969 Exp. 7/31/09

5/14/09 through 5/13/12

[Decision SAC 1040](#) 

1-AMD Construction, Inc.

Alberto Mordoki, individually

Mirella Mordoki, individually

5300 Beach Blvd., Suite 110-416

Buena Park, CA 90621

CSB #787533, revoked

3/16/09 through 3/15/12

[Decision SAC1037](#) 

Updated: August 2023

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"CARE FOR THE CHILDREN" ×

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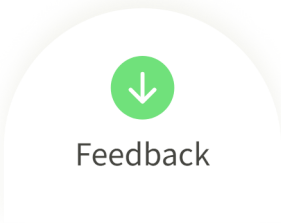


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**Attachment No. 1 –
Agreement with Care For The Children
DBA CFTC Painting**

CONSTRUCTION CONTRACT
[INFORMALLY BID - \$200,000 OR LESS]

THIS CONTRACT ("Contract") is made and entered into this 25th day of October 2023, by and between the City of Maywood, a municipal corporation (hereinafter the "City"), and Care For The Children dba CFTC Painting, a California corporation, (hereinafter the "Contractor").

R E C I T A L S

1. The Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000, *et seq.*) (the "Act") provides general law cities with an alternative method for the bidding of public works projects.

2. The City Council, by the adoption of Ordinance No. 1902 adopted the alternative informal bidding procedures for the bidding of public works projects, as set forth in the Act.

3. The Act and Maywood Municipal Code Section 3-7.04 authorize the informal bidding of public works projects that have a cost of \$200,000 or less.

4. The City has, in accordance with Maywood Municipal Code Section 3-7.04, invited the submission of informal bids for the following work: City Wide Curb Numbering Project (the "Project").

5. The Contractor is the lowest responsible bidder for performance of the work and completion of the Project.

6. The City and Contractor enter this Contract in order to set forth terms and conditions applicable to Contractor's work and completion of the Project.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties agree as follows:

1. Scope of Work. Contractor shall perform the work and complete the Project in accordance with this Contract. Contractor shall furnish all materials and perform all work required for the construction and/or completion of the Project ("Work"). The agreement between the City and the Contractor consists of this Contract and all of the following, each of which is incorporated by reference herein ("Contract Documents"):

- a. Notice Inviting Informal Bids, and Instructions to Bidders, if any.
- b. Scope of Work, Exhibit "A" hereto, including any plans for the Project.
- c. General Specifications for the Project (if any).
- d. Special Provisions for the Project (if any).

- e. Standard Specifications (Greenbook).
- f. Bid signed by Contractor.

2. Standard Specifications. Standard Specifications for City projects are those contained in the most recent edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). Except as otherwise expressly provided herein, the Standard Specifications shall control the general provisions, construction materials, and construction methods for this Contract (except as expressly amended by the Scope of Work/Plans for the Project), any General Specifications for the Project, any Special Provisions for the Project, any technical specifications for the Project, and any other contract documents referenced herein.

3. Compensation. City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of Sixty Eight Thousand Dollars (\$68,000) to complete the Project in compliance with this Contract. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily construct and/complete the Project. Unless the Contract Time is thirty (30) days or less, or agreed upon otherwise by the parties, Contractor shall submit detailed, monthly invoices for work actually performed. Pursuant to Public Contract Code Section 9203, the City will retain five percent (5%) of each invoice amount until Project acceptance.

4. Completion Date. The construction of the Project shall commence upon Contractor being given a written notice to proceed, and, unless sooner terminated as provided herein, shall be completed in 30 working days after issuance of Notice to Proceed ("Contract Time"). Contractor agrees that if such Work is not completed within the Contract Time and/or pursuant to any such completion schedule, construction schedule or Project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to City as fixed and liquidated damages the sum of Five Hundred Dollars (\$500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

5. Payment and Performance Bonds; Warranty. Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the Contract price. The bond forms required to be executed are attached hereto and incorporated by reference herein. The performance bond shall remain in force until the date of recordation of the Notice of Completion or written acceptance of the Work and the end of the one (1) year warranty period.

As required by the Standard Specifications, the Work shall be warranted by the Contractor against defective materials and workmanship for a period of one (1) year. For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion or written acceptance of the Work by the City. Should any of the materials installed or Work performed prove defective or should the any portion of the Project prove defective, due to faulty workmanship, material furnished or methods of installation, or should said item or any part thereof fail to operate properly due to any of the above causes during the warranty period, the Contractor shall make all required repairs and/or replacements within thirty (30) days after written notice by the City. In the event repairs are not made within thirty (30) days, then as an alternative to utilizing the required performance bond, the City may elect to perform all necessary corrective work, repairs and/or

replacements, at Contractor's expense. In such event, the Contractor shall reimburse the City for its expenses incurred in correcting the defective Work. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

6. Licenses and DIR Registration. At all times during the term of this Contract, Contractor shall possess a valid and current Class -32 OR Class C-33 OR Class C-61/D-42 California Contractor's License to perform the Work. Contractor hereby certifies that it holds the required license(s), License No. 1040225. Contractor's DIR Registration number is 1000420383.

7. Subcontracting. Contractor may subcontract any portion of the work required by this Contract to other persons or firms provided the bid documents do not prohibit subcontracting, and Contractor submitted with its bid a list of all subcontractors who will perform work in an amount in excess of one-half of one percent (1%) of the Contractor's total bid, in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code § 4100, et seq. Only such listed subcontractors may perform on this Project, unless they are exempt from listing under Section 4100, et seq.

8. Non-Assignability. Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9. Administration. This Contract will be administered by the Public Works Department. The Director of Public Works/City Engineer or his or her designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10. Indemnification. To the maximum extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City, the City Council, the City's officers, employees, agents, volunteers, and representatives with respect to any and all claims, suits, actions, stop notices, liabilities and/or damages, including related expenses, payment of reasonable attorney's fees and costs, based on, arising out of, or in any way related to the Work undertaken by Contractor pursuant to this Contract. This indemnification requirement is subject to the limitation set forth in California Civil Code Section 2782.

11. Liability Insurance. Without limiting Contractor's indemnification of City, as described in paragraph 10, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California, which contain the coverage described below.

- a. The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect a commercial general liability insurance policy (CGL) or policies with the minimum limits of one million dollars (\$2,000,000) for each occurrence and two million dollars (\$3,000,000) general aggregate for bodily injury, death, loss or property damage for products or completed operations and any and all other activities undertaken by Contractor in the performance of this Contract. Said policy or policies shall be issued by an insurer admitted to do business in

the State and rated in A.M. Best's Insurance Guide with a rating of A:VII or better.

If required by the bid solicitation documents, Contractor shall at all times during the term of this Contract, carry, maintain, and keep in full force and effect a policy or policies of professional liability insurance with a minimum limit of one million dollars (\$1,000,000) per claim and aggregate for errors and/or omissions of Contractor in the performance of this Contract. Said policy or policies shall be issued by an insurer admitted to do business in the State and rated in Best's Insurance Guide with a rating of A:VII or better. If a "claims made" policy is provided, such policy shall be endorsed to provide an extended reporting period of not less than three (3) years.

Contractor shall at all times during the term of this Contract obtain, maintain, and keep in full force and effect, a policy or policies of Automobile Liability Insurance (any auto), with minimum limits of one million dollars (\$1,000,000) per claim and occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injuries or death of any person and \$500,000 for property damage arising from any incident. Said policy or policies shall be issued by an insurer admitted to do business in the State and rated in Best's Insurance Guide with a rating of A:VII or better.

- b. Certificates of Insurance and original endorsements shall be provided by Contractor as evidence of the above-indicated policies.
- c. The City of Maywood, the City Council, and the City's officers, employees, volunteers, agents and representatives shall be named as additional insureds under the CGL and auto policies.
- d. All policies of insurance shall provide that thirty (30) days' prior written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.
- e. The CGL, auto and workers compensation policies of insurance shall be endorsed to waive all rights of subrogation. Contractors waives all rights of subrogation.
- f. The required policies of insurance shall not have a deductible exceeding \$10,000 unless such amount is approved in writing by the City's risk manager.
- g. The required policies of insurance shall otherwise be in such form and contain such limits as otherwise required by the City's risk manager.

12. Workers' Compensation Insurance. Contractor acknowledges the provisions of California Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor certifies that it will comply with these provisions before commencing

performance of work under this Contract. The Contractor shall sign a Workers' Compensation Insurance Certificate, using the form attached hereto and incorporated by reference herein, and submit the signed Certificate to the City prior to commencing work under this Contract.

13. California Labor Code.

a. This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the California Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)]

b. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

c. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

d. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced.

e. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

f. Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

g. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

h. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

i. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

14. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to the 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 (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

15. Trenching and Excavations. Pursuant to Public Contract Code Section 7104, if the Project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

a. Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

b. Subsurface or latent physical conditions at the site differing from those indicated; and/or

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

d. As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

e. Pursuant to Labor Code Section 6707, Contractor's bid must include separate pricing for pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, including pricing for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to Construction Safety Orders of the Division of Industrial Safety.

16. Location of Existing Elements. Pursuant to Government Code Sections 4216 to 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

17. Third Party Claims. Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The City shall timely notify Contractor of the receipt of any third-party claim relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

18. Non-Collusion. Contractor hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest or on behalf of any person or business not herein named. Contractor further certifies that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and Contractor has not in any manner sought by collusion to secure itself an advantage over any other bidder. Contractor also affirms that it has signed and submitted with its bid to the City a Non-collusion Declaration as required by Public Contract Code Section 7106.

19. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Contract.

20. Audit. The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, pursuant to Government Code Section 8546.7, if this Contract involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Contract.

21. Substitute Security. In accordance with California Public Contract Code Section 22300, City will permit the substitution of securities for any monies withheld by City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in California as the escrow agent, and thereafter City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by City.

22. Claims Dispute Resolution. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810, et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of "claim" as individually defined therein.

23. Termination. In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of five

(5) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof. In the event that the default cannot be cured within five (5) days, no such failure will be deemed to exist if the defaulting party has given the non-defaulting party adequate assurance of due performance and commenced to cure such default within such period, such cure efforts are prosecuted to completion with reasonable diligence, and in any event are completed with thirty (30) days.

Notwithstanding the foregoing, City shall have the right, at its sole discretion and without cause, to terminate this Agreement at any time by giving seven (7) calendar days prior written notice to Contractor. In the event of termination under this Section, and provided Contractor is not in breach, City shall pay Contractor for Work satisfactorily performed and costs incurred in the performance of such Services up to the effective date of termination for which Contractor has not previously been paid.

24. Notices. All notices, demands, requests or approvals to be given under the terms of this Agreement shall be given in writing, to City by Contractor and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to City shall be addressed as follows:

To:
City of Maywood
4319 E. Slauson Avenue
Maywood, California 90270

To Contractor:
Care For The Children dba CFTC Painting
PO Box 3144
Whittier, CA 90605

25. Nondiscrimination by Contractor. Contractor represents and agrees that Contractor, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

26. Integration. This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract

will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties. The provisions of this Contract shall govern over any conflicting provisions of any document, specification, attachment and/or exhibit incorporated herein.

27. Governing Law and Venue. This Contract will be governed by and construed in accordance with the laws of the State of California without reference to change of venue laws. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Orange, California.

28. Successors and Assigns. The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

29. Exhibits. The exhibits, documents, plans, specifications, and attachments referenced in this Contract, including those attached hereto, are incorporated herein by this reference as though set forth in full in this Contract.

28. Authority to Sign. The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the provisions of this Contract.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: _____

By: _____
Name: _____
Title: _____

ATTEST:

Date: _____

By: _____
Name: _____
Title: _____

CITY OF MAYWOOD,
a municipal corporation

Date: _____

By: _____
Name: _____
Title: _____

CONTRACTOR:

_____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[Signatures of contractor must be notarized. Obtain two corporate signatures if contractor is a corporation.]

EXHIBIT A
SCOPE OF WORK

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:

(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, provisions, and warranties 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.*

Bond No. _____

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:

(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.*

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to California Labor Code Section 1861, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

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

Contractor

By

Print Name

Signature

Title

Date

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 13.

DATE: October 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: CONSIDERATION OF ADOPTION OF MAYWOOD ACTIVE TRANSPORTATION BIKE AND PEDESTRIAN MASTER PLAN

RECOMMENDATION:

It is staff's recommendation that the City Council:

1. Receive and File a Presentation on the City's Active Transportation Bike and Pedestrian Master Plan by KOA, the City's Project Consultant; and
2. Approve the Maywood Active Transportation Bike and Pedestrian Master Plan.

BACKGROUND:

The Active Transportation Program was created by Senate Bill 99 (Chapter 359, Statutes of 2013) and by Assembly Bill 101 (Chapter 354, Statutes of 2013) to fund projects that increase and promote bicycle and pedestrian trips.

In September 2020, the City submitted a grant application to the State to be considered for the ATP, Cycle 5. The project awarded was for the development of Active Transportation Plan (ATP), which will serve as a guide for the implementation of future active transportation projects and programs.

In March 2021, the State recommended projects for approval, which included the City of Maywood's application.

In February 2022, the City received the approved allocation letter authorizing the City to proceed with the project. The City will receive \$263,000 from the State for the project with no local match required.

The purpose of this project is to develop an ATP that provides a clear and comprehensive framework for safer, more convenient non-motorized transportation options throughout the City. The plan identified and created a methodology to improve bicycle and pedestrian connectivity and safety by expanding existing bicycle networks; improve pedestrian circulation; reduce vehicle trips; create complete streets; prioritize access to transit; all towards building a healthy and livable community.

Additionally, the plan will improve connectivity of the city's bicycle network to the region's network. Development of the ATP will be in compliance with the adopted Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG).

The objective of the ATP is to help:

1. Increase active transportation network connectivity throughout the City of Maywood
2. Facilitate mobility throughout the City
3. Provide safer, more comfortable walking and bicycling facilities to access work, schools, and recreation opportunities
4. Promote physical activity to improve health
5. Reduce emissions of greenhouse gases related to transportation

On May 25, 2022, staff issued Request for Proposals to prepare an ATP for the City and on August 10, 2023, the City approved a professional services agreement with KOA Corporation (KOA) for the preparation of the City's ATP.

DISCUSSION:

The City's ATP kicked off in August 2022. In the Fall of 2022, KOA and its team set up the "Existing Conditions" analysis, which involved documenting specific aspects of the City, including transit usage, bicycle facilities, street conditions, and socio-economic conditions. This culminated in an Existing Conditions report.

Starting in late Fall/early Winter 2022/2023, KOA and its public engagement sub-consultants, Estolano Advisors and People for Mobility Justice, kicked-off engagement activities at the City's Christmas Tree Lighting Ceremony in December 2022 at Maywood City Hall. During this event, the consultant team asked Maywood residents about the biggest issues affecting transportation safety and accessibility throughout the city.

Ongoing engagement took place during a workshop/charrette at Fishburn Elementary with parents being asked about street conditions and infrastructure needs. The following notes the close to 150 residents who were engaged across all workshop events:

1. Christmas Tree Lighting Event (December 2022)
2. Fishburn Elementary School Charrette #1 (Spring 2023)
3. Back to School Night at YMCA (August 2023)
4. Mobile Food Pantry at YMCA (August 2023)
5. Fishburn Elementary School Charrette #2 (Fall 2023)

Taking this initial input into account, the KOA team prepared a Needs Assessment, noting areas of highest concern based on street safety (collisions) and what was identified by residents. Through these efforts, KOA pinpointed the areas and corridors of most need, which served as the foundation for the development of proposed treatments.

Through these efforts, the City's ATP identified the following elements:

1. Creating approximately nine (9) miles of new bicycle facilities in the form of Class III bicycle routes throughout the City,
2. Identified eight (8) intersections as candidates for potentially new multi-way stops to facilitate bicycle mobility through Maywood's neighborhoods (pending meeting stop sign warrants),
3. Identified eight (8) intersections along Slauson Avenue and Atlantic Boulevard that would include bicycle treatments such as detector loops, push buttons, and other elements that would facilitate traveling across major roadways,
4. Developed a comprehensive active transportation wayfinding network that will serve to brand *Maywood Moves* as a priority for the City,
5. Identified 16 intersections that would add Leading Pedestrian Intervals (LPIs) which would provide people walking with more time to cross major corridors like Slauson Avenue and Atlantic Boulevard,
6. Identified 24 intersections that would add crossing improvements to better demarcate locations where people will cross,
7. Identified 14 locations that would have curb extensions, thus shortening pedestrian crossing distances and reducing vehicle speeds upon entering neighborhood streets ,
8. Expand the City's speed hump program pending meeting the City's Speed Hump Policy guidelines,
9. Adding edgeline treatments to several streets to further reduce vehicle speeds and reduce cut-through traffic,
10. Developed non-infrastructure recommendations that would further the City's active mobility goals through

safety and encouragement programs that promote active mobility,

The City's ATP also identified corridors and other potential projects so that the City can prioritize their implementation as they pursue funding opportunities. Attached is a copy of the City's Active Transportation Bike and Pedestrian Master Plan for City Council consideration and approval. The estimated cost of implementation of the City's plan is estimated at \$6,936,000.

KOA is scheduled to make a presentation on the City's Active Transportation Bike and Pedestrian Master Plan at tonight's City Council meeting. Staff recommends that City Council, upon conclusion of the presentation, receive and file the presentation and approve the City's Active Transportation Bike and Pedestrian Master Plan.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The project is funded by Active Transportation Plan Cycle 5 Grant in the amount of \$263,000.00 based on reimbursement.

ATTACHMENT(S)

1. Maywood Active Transportation Plan - Final
2. Maywood Active Transportation Master Plan - City Council Meeting Presentation 102523



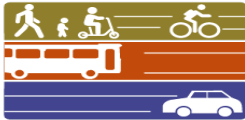
CITY OF MAYWOOD ACTIVE TRANSPORTATION BIKE AND PEDESTRIAN MASTER PLAN OCTOBER 25, 2023





active transportation plan

MAYWOOD MOVES

A graphic element to the right of the word 'MOVES'. It consists of a series of horizontal bars in green, orange, and blue. The top green bar contains icons for a person walking, a person pushing a stroller, and a person on a bicycle. The middle orange bar contains an icon of a bus. The bottom blue bar contains an icon of a car.

4319 Slauson Ave
Maywood, CA 90270

(323)562-5700
<https://www.cityofmaywood.com/>
- October 2023 -

ACKNOWLEDGEMENTS

The City would like to thank all community members in the City of Maywood who contributed to the development and completion of this Active Transportation Plan. The City would also like to express gratitude to the community partners listed below as well.

MAYWOOD CITY COUNCIL

MAYWOOD CITY STAFF

LOS ANGELES UNIFIED SCHOOL DISTRICT

PRINCIPAL, FISHBURN ELEMENTARY SCHOOL

DIRECTOR, SOUTHEAST RIO VISTA YMCA

COMMUNITY ADVISORY COMMITTEE

Roberto Bustillo - Communities for a Better Environment

Antonio Garcia - Fishburn Elementary School Principal

Alberto Espiricueta - East Yard Communities

William Downing - Los Angeles Unified School District (LAUSD)

Andrea Aguilar - Southeast Rio Vista YMCA

Eric Maceda - Rivers for Action

CONSULTANTS

Transtech Engineers

KOA Corporation

Estolano Advisors

People for Mobility Justice

Photo Credit

Unless otherwise noted, the photographs used in this Plan were taken by KOA Corporation.

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CHAPTER 1 PROJECT BACKGROUND

Executive Summary

Located within the Gateway Cities sub-region of Los Angeles County and 8 miles southeast of downtown Los Angeles, the City of Maywood has a population of approximately 25,000 residents living within 1.18 square miles, making it one of the densest cities in California. Maywood is bordered by the cities of Vernon, Huntington Park, Bell, and Commerce and is flanked by the Los Angeles River and the Long Beach Freeway (I-710) on its eastern city limit. Maywood contains seven schools, seven parks, and four entry points to the Los Angeles River Bicycle Path. Most of the city is zoned residential, with most commercial activity concentrated in Maywood's downtown and industrial activity occurring on the eastern, northern, and western city limits.

The purpose of this project is to develop an Active Transportation Bike and Pedestrian Master Plan (ATP) that provides a clear and comprehensive framework for safer, more convenient non-motorized transportation options throughout the City. The plan identifies and creates a methodology to improve bicycle and pedestrian connectivity and safety by expanding connections to existing regional bicycle network facilities along the Los Angeles River Bicycle Trail; improve pedestrian circulation; reduce vehicle trips; create complete streets; and prioritize access to transit all towards building a more healthy and livable community. Development of the ATP will be in compliance with adopted Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG).

The objective of the ATP is to help:

1. Increase active transportation network connectivity throughout the City of Maywood
2. Facilitate mobility throughout the City
3. Provide safer, more comfortable walking and bicycling facilities to access work, schools, and recreation opportunities
4. Promote physical activity to improve health
5. Reduce emissions of greenhouse gases related to transportation

The Maywood ATP kicked off in August 2022. In the Fall of 2022, KOA and its team set up the Existing Conditions analysis, which involved documenting specific aspects of the City, including transit usage, bicycle facilities, street conditions, and socio-economic conditions. This culminated in an Existing Conditions report.

Starting in late Fall/early Winter 2022/2023, KOA and its public engagement sub-consultants, Estolano Advisors (EA) and People for Mobility Justice (PMJ), kicked-off engagement activities at the City's Christmas Tree Lighting Ceremony in December 2022 at Maywood City Hall. During this event, the consultant team asked Maywood residents about the biggest issues affecting transportation safety and accessibility throughout the city. Ongoing engagement took place during a workshop/charrette at Fishburn Avenue Elementary with parents being asked about street conditions and infrastructure needs.

The following notes the close to 150 residents who were engaged across all workshop events:

1. Christmas Tree Lighting Event (December 2022)
2. Fishburn Elementary School Charrette #1 (Spring 2023)
3. Back to School Night at YMCA (August 2023)
4. Mobile Food Pantry at YMCA (August 2023)
5. Fishburn Elementary School Charrette #2 (Fall 2023)

KOA and EA also developed a Community Advisory Committee (CAC) which met twice (January 2023 & July 2023) throughout the course of the project. CAC members were recruited based on their involvement as dedicated stakeholders in the community and provided critical feedback that informed KOA on project recommendations. The following individuals participated in the CAC:

1. Roberto Bustillo - Communities for a Better Environment
2. Antonio Garcia - Fishburn Elementary School Principal
3. Alberto Espiricueta - East Yard Communities
4. William Downing - Los Angeles Unified School District (LAUSD)
5. Andrea Aguilar - Southeast Rio Vista YMCA
6. Eric Maceda - Rivers for Action

After reviewing initial community feedback, the KOA team prepared a Needs Assessment, noting areas of highest concern based on street safety (collisions) and what was identified by residents. KOA identified the areas and corridors of most need, which served as the foundation for the development of proposed treatments.

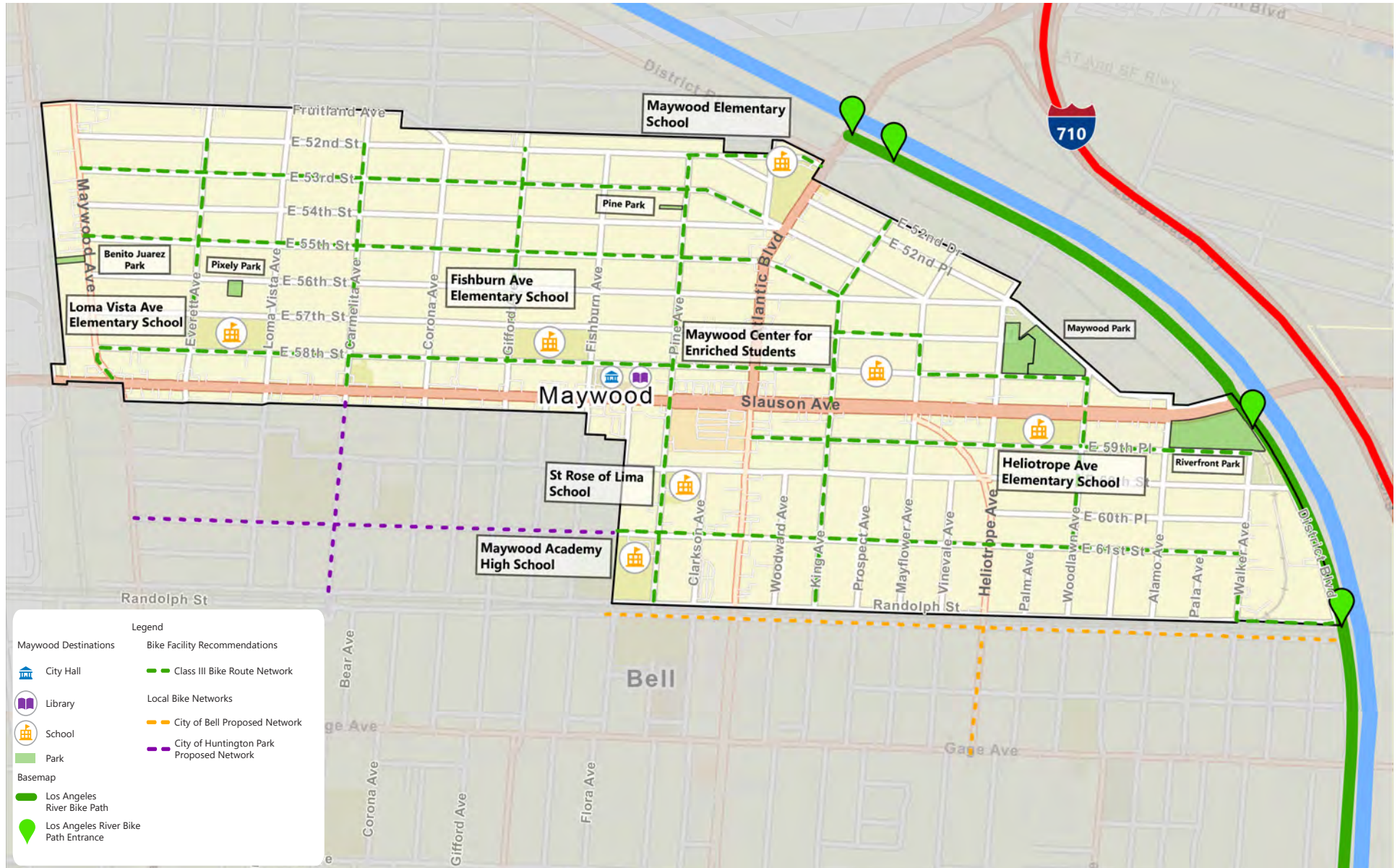
Through these efforts, the Maywood ATP identified the following treatment elements. A map of the proposed bike route network, which serves as the backbone of many of the treatments listed below, can be found on the next page.

1. Creating approximately nine (9) miles of new bicycle facilities in the form of Class III bicycle routes throughout the City,
2. Identified eight (8) intersections as candidates for potentially new multi-way stops to facilitate bicycle mobility through Maywood's neighborhoods (pending meeting stop sign warrants),
3. Identified eight (8) intersections along Slauson Avenue and Atlantic Boulevard that would include bicycle treatments such as detector loops, push buttons, and other elements that would facilitate traveling across major roadways,
4. Developed a comprehensive active transportation wayfinding network that will serve to brand Maywood Moves as a priority for the City,
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6. Identified 24 intersections that would add crossing improvements to better demarcate locations where people will cross,
7. Identified 14 locations that would have curb extension, thus shortening pedestrian crossing distances and reducing vehicle speeds upon entering neighborhood streets,
8. Expand the City's speed hump program,
9. Adding edge line treatments to several streets to further reduce vehicle speeds and reduce cut-through traffic,
10. Developed non-infrastructure recommendations that would further the City's active mobility goals through safety and encouragement programs that promote active mobility

The Maywood ATP also identified corridors and other potential projects so that the City can prioritize their implementation as they pursue funding opportunities. KOA also provided projected cost estimates for each corridor based on the treatment recommendations identified on each street. Corridor project prioritization was calculated and ranked according to four weighted criteria categories: Need and Equity; Safety, Community Feedback, and Network Connectivity. The following corridors were ranked the highest and would experience the greatest benefits for active transportation users if improved: A table of the projected costs by corridor can be found on **page 11**.

1. Slauson Avenue (Projected Grand Total: \$2,630,598)
2. Pine Avenue (Projected Grand Total: \$29,986)
3. Atlantic Boulevard (Projected Grand Total: \$2,757,049)
4. 53rd Street (Projected Grand Total: \$186,302)
5. Carmelita Avenue (Projected Grand Total: \$8,035)

PROPOSED BICYCLE NETWORK FACILITY IMPROVEMENTS



PROJECTED PROJECT COSTS BY CORRIDOR

Corridor	Sub-Total	Mobilization (5%)	Traffic Control (10%)	Design (15%)	Contingency (15%)	Inflation (30%)	Construction Management and Inspection (10%)	Grand Total
Atlantic Blvd	\$ 1,349,180	\$ 67,459	\$ 134,918	\$ 202,377	\$ 263,090	\$ 605,107	\$ 134,918	\$ 2,757,049
Slauson Ave	\$ 1,287,300	\$ 64,365	\$ 128,730	\$ 193,095	\$ 251,024	\$ 577,354	\$ 128,730	\$ 2,630,598
52nd St	\$ 187,539	\$ 9,377	\$ 18,754	\$ 28,131	\$ 36,570	\$ 84,111	\$ 18,754	\$ 383,236
58th St	\$ 96,552	\$ 4,828	\$ 9,655	\$ 14,483	\$ 18,828	\$ 43,304	\$ 9,655	\$ 197,304
53rd St	\$ 91,168	\$ 4,558	\$ 9,117	\$ 13,675	\$ 17,778	\$ 40,889	\$ 9,117	\$ 186,302
59th Pl	\$ 81,782	\$ 4,089	\$ 8,178	\$ 12,267	\$ 15,947	\$ 36,679	\$ 8,178	\$ 167,122
Randolph St	\$ 56,000	\$ 2,800	\$ 5,600	\$ 8,400	\$ 10,920	\$ 25,116	\$ 5,600	\$ 114,436
King Ave	\$ 37,360	\$ 1,868	\$ 3,736	\$ 5,604	\$ 7,285	\$ 16,756	\$ 3,736	\$ 76,345
55th St	\$ 36,714	\$ 1,836	\$ 3,671	\$ 5,507	\$ 7,159	\$ 16,466	\$ 3,671	\$ 75,025
60th St	\$ 34,970	\$ 1,749	\$ 3,497	\$ 5,246	\$ 6,819	\$ 15,684	\$ 3,497	\$ 71,461
Wayfinding Program	\$ 20,000	\$ 1,000	\$ 2,000	\$ 3,000	\$ 3,900	\$ 8,970	\$ 2,000	\$ 40,870
Alamo Ave	\$ 19,550	\$ 978	\$ 1,955	\$ 2,933	\$ 3,812	\$ 8,768	\$ 1,955	\$ 39,950
Walker Ave	\$ 16,674	\$ 834	\$ 1,667	\$ 2,501	\$ 3,251	\$ 7,478	\$ 1,667	\$ 34,073
Pine Ave	\$ 14,674	\$ 734	\$ 1,467	\$ 2,201	\$ 2,861	\$ 6,581	\$ 1,467	\$ 29,986
Heliotrope Ave	\$ 13,150	\$ 658	\$ 1,315	\$ 1,973	\$ 2,564	\$ 5,898	\$ 1,315	\$ 26,872
Prospect Ave	\$ 13,150	\$ 658	\$ 1,315	\$ 1,973	\$ 2,564	\$ 5,898	\$ 1,315	\$ 26,872
Vinevale Ave	\$ 13,170	\$ 659	\$ 1,317	\$ 1,976	\$ 2,568	\$ 5,907	\$ 1,317	\$ 26,913
Heliotrope Circle	\$ 7,800	\$ 390	\$ 780	\$ 1,170	\$ 1,521	\$ 3,498	\$ 780	\$ 15,939
Carmelita Ave	\$ 3,932	\$ 197	\$ 393	\$ 590	\$ 767	\$ 1,764	\$ 393	\$ 8,035
E 61st St	\$ 3,864	\$ 193	\$ 386	\$ 580	\$ 753	\$ 1,733	\$ 386	\$ 7,896
Everett Ave	\$ 3,656	\$ 183	\$ 366	\$ 548	\$ 713	\$ 1,640	\$ 366	\$ 7,471
Gifford Ave	\$ 3,656	\$ 183	\$ 366	\$ 548	\$ 713	\$ 1,640	\$ 366	\$ 7,471
Woodlawn Ave	\$ 1,380	\$ 69	\$ 138	\$ 207	\$ 269	\$ 619	\$ 138	\$ 2,820
57th St	\$ 414	\$ 21	\$ 41	\$ 62	\$ 81	\$ 186	\$ 41	\$ 846
Mayflower Ave	\$ 276	\$ 14	\$ 28	\$ 41	\$ 54	\$ 124	\$ 28	\$ 564
Maywood Ave	\$ 276	\$ 14	\$ 28	\$ 41	\$ 54	\$ 124	\$ 28	\$ 564
TOTAL	\$ 3,394,187	\$ 169,709	\$ 339,419	\$ 509,128	\$ 661,866	\$ 1,522,293	\$ 339,419	\$ 6,936,021

GOALS

GOAL 1:

Improve overall motorized and non-motorized transportation modes - such as pedestrian, bicycle, and transit safety throughout the city

GOAL 2:

Provide new network connections and leverage connections to existing and proposed local and regional facilities

GOAL 3:

Improve economic vitality by enhancing mobility and connectivity to the city's several activity generators and destinations

GOAL 4:

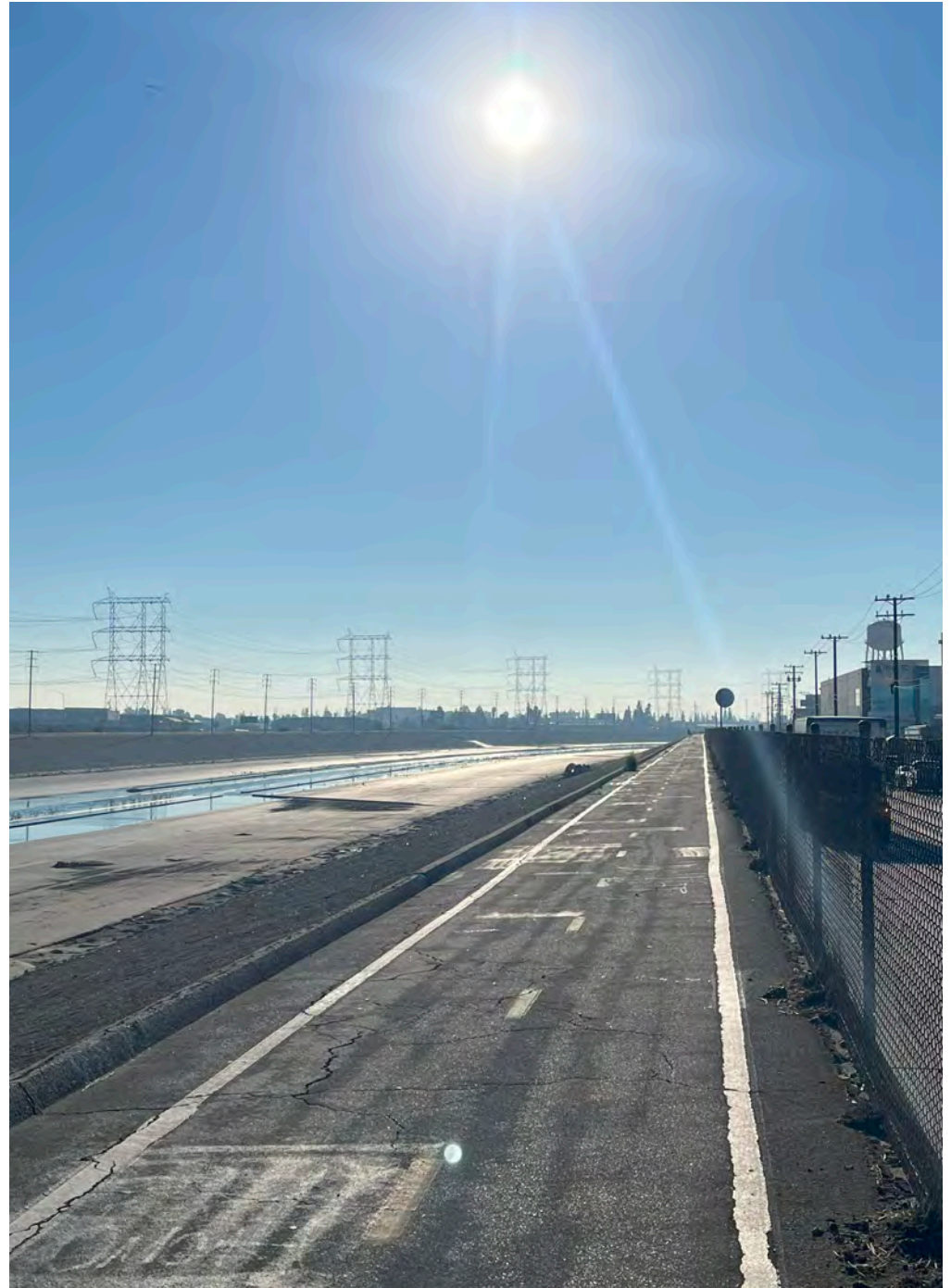
Identify a set of active transportation facilities and improvements that can be accurately priced, prioritized, and submitted for construction funding and implementation

VISION STATEMENT

The City of Maywood will be a safe place for residents to travel by non-motorized means. Residents of all incomes and abilities will have multiple affordable and safe mobility options available to complete short and longer trips.

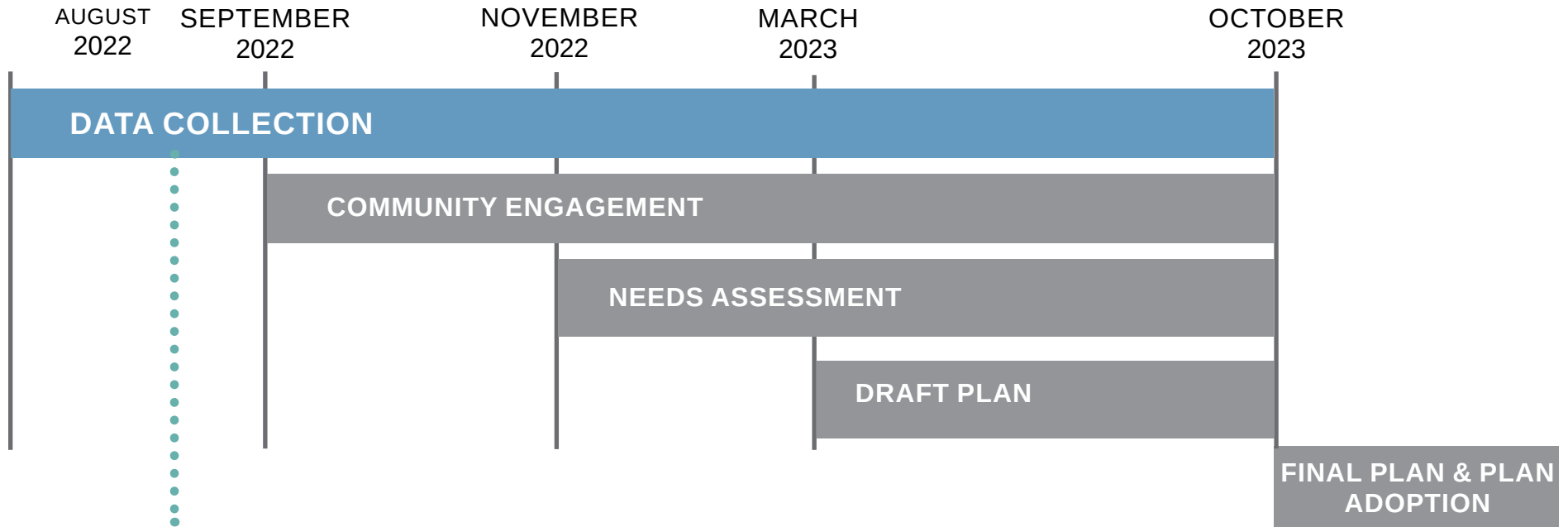
HOW WILL THIS PLAN FULFILL THIS MISSION?

The City plans to take steps toward a safe street network that supports active transportation activity by implementing the goals, objectives, and recommendations in this document. In addition, cost estimates, a project prioritization list, and potential grant sources are provided.



PROJECT TIMELINE

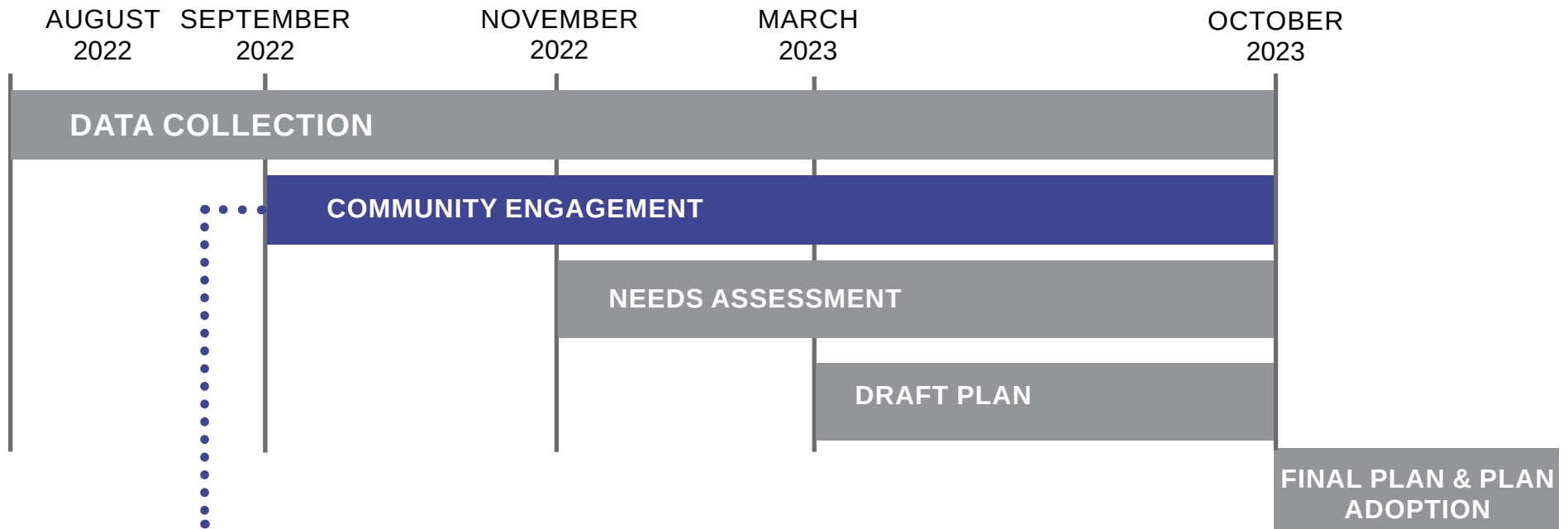
This Plan is the culmination of five distinct phases: 1) Data Collection, 2) Community Engagement, 3) Needs Assessment, 4) Draft Plan, 5) Plan Finalization and Adoption. This section describes each phase in detail.



DATA COLLECTION

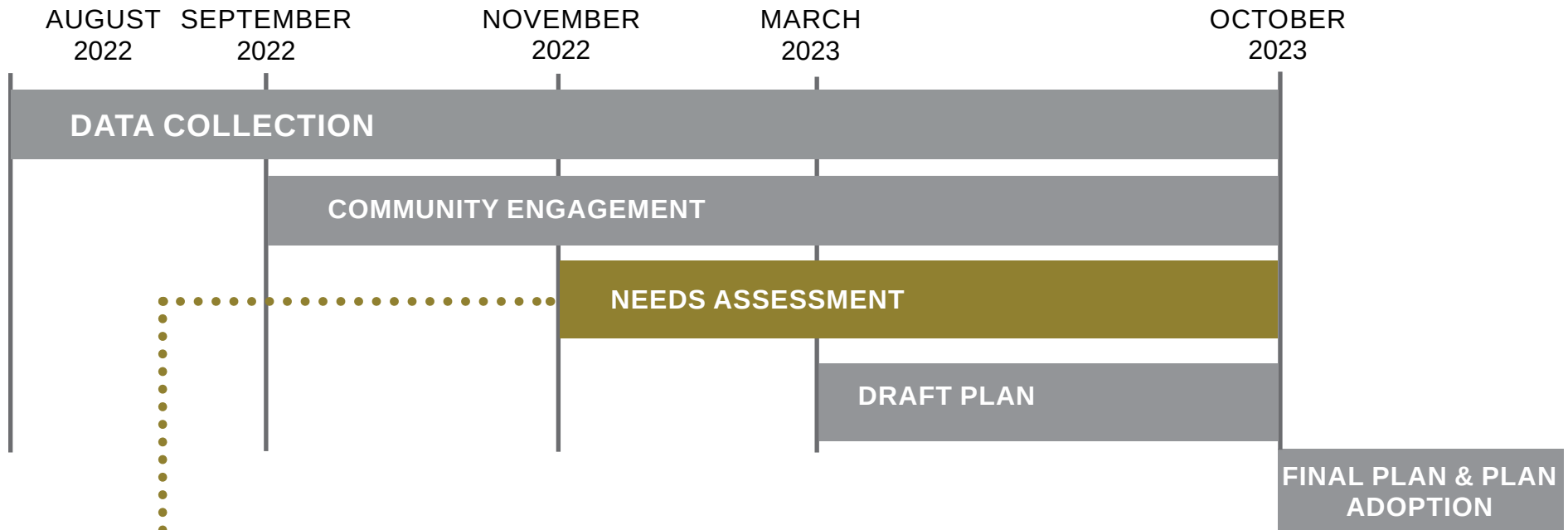
The first phase focused on retrieving the existing conditions data needed to gain a comprehensive understanding of the community's needs and issues. Informing the proposed treatments and projects included in this Plan were observations concerning travel and parking behavior as well as existing street characteristics, such as street widths and available non-motorized user and transit facilities. A comprehensive review of collisions along city streets also informed the types of countermeasures proposed in this Plan.

In addition, a review of plans and efforts completed at the local and regional level allowed the City to align all goals, policies, and projects with other efforts seeking to improve active transportation connectivity.



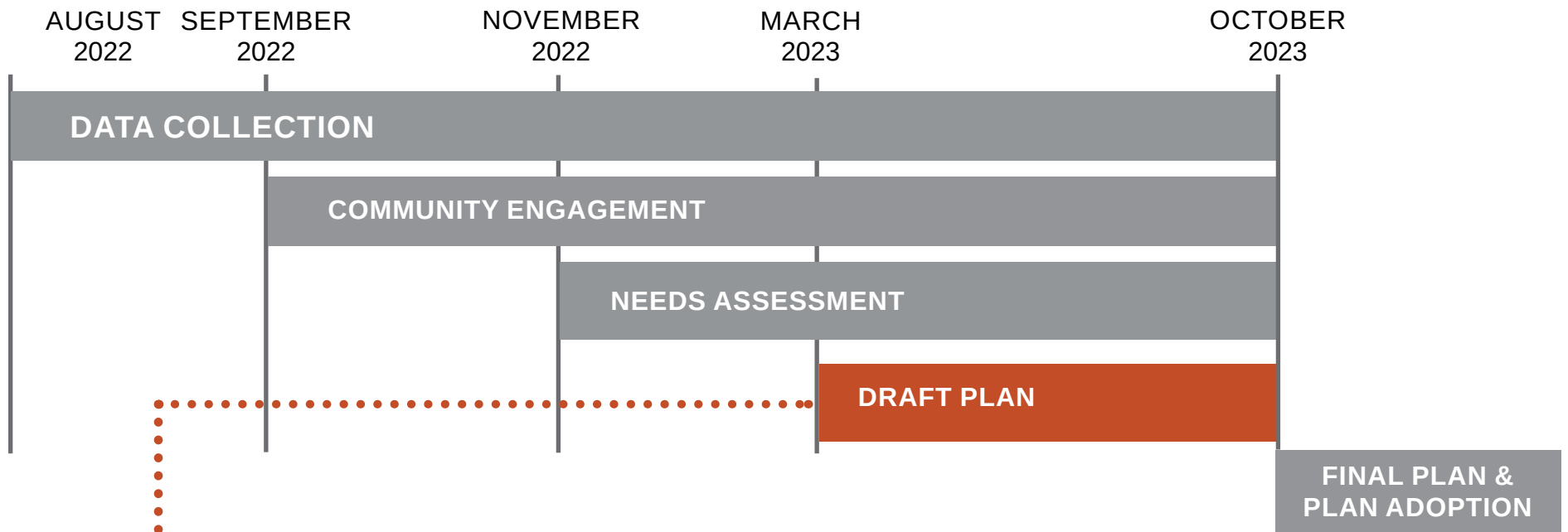
COMMUNITY ENGAGEMENT

The City prioritized community engagement and made it a vital component of the project development process. Thus, project staff collected community input via five community events. Large maps, comment cards, and surveys were deployed to identify dangerous locations, frequently traveled corridors, and pressing safety issues. All community feedback was reviewed and used to guide solutions that directly address existing safety concerns with feasible infrastructure solutions.



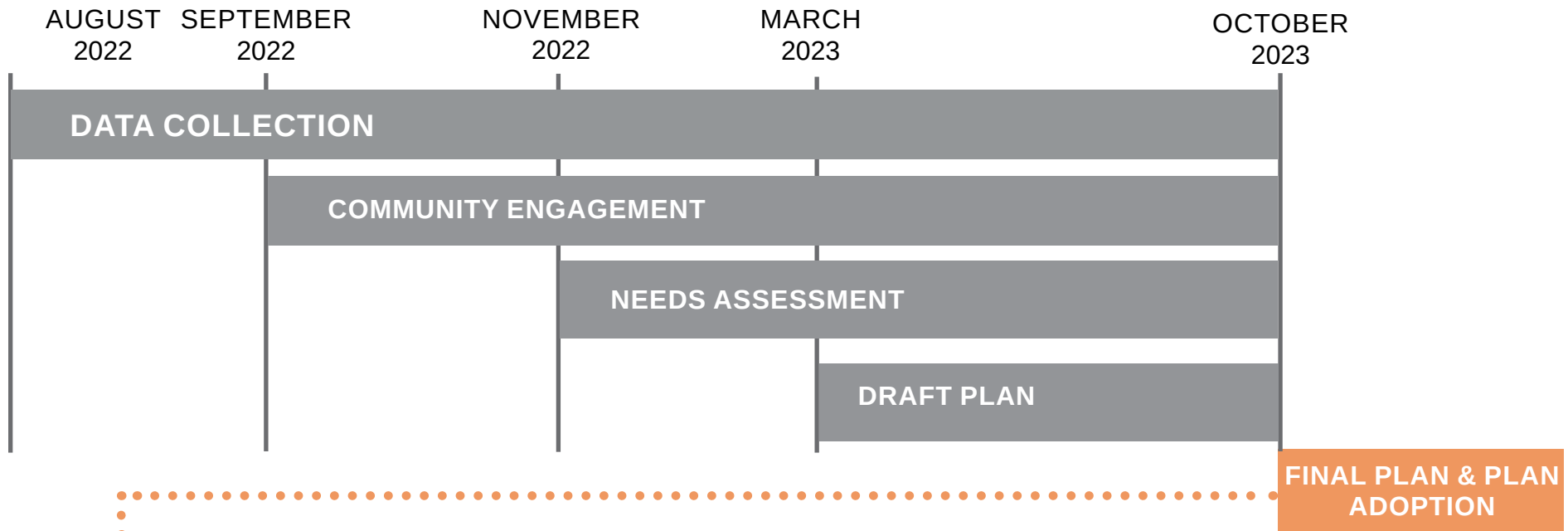
NEEDS ASSESMENT

A survey was designed and distributed to gain insight on travel behavior patterns, community demographics, perception of walking and bicycling safety on the street, and interest in specific street safety features. The survey was available digitally as well as in hard copy in both English and Spanish. The digital survey was advertised through the project webpage, located within the City's website and social media. The community engagement section Chapter 5 summarizes the trends observed in survey participants' responses.



DRAFTING THE PLAN

City engineers, planners, and community stakeholders reviewed the initial recommendations and their feasibility, consistency with new active transportation goals and objectives, and potential impact on walking and bicycling safety in the city. Once this review concluded, the project team refined recommendations in the Plan based on the comments provided.



PLAN FINALIZATION AND ADOPTION

In this phase, the project team accomplished the following actions to complete the Plan:

- Met with City public works staff to discuss proposed Plan treatments and suggested improvements
- Finalized cost estimates for all infrastructure projects
- Produced a list of prioritized projects to guide the city towards implementation
- Present draft Plan to City Council and move towards adoption



2

CHAPTER
MAYWOOD TODAY

Methodology

An existing conditions analysis was conducted, and several maps were produced to visualize commuting patterns, land use, transit ridership, collisions, and sociodemographic data in Maywood. Data regarding land use was acquired from the City of Maywood's Land Use Element from its General Plan and the Southern California Association of Governments (SCAG) 2019 Annual Land Use Dataset. Transit lines, stops, and arrival frequency data was derived from the Los Angeles County Transportation Authority (Metro) Open Data website, the City of Maywood's Express Shuttle ridership report for August 2022, and the City of Huntington Park's website. Weekday transit ridership data was collected for October 2019, as this represents a typical month before the COVID-19 pandemic. Collision data was collected from the California Highway Patrol's (CHP) Statewide Integrated Traffic Records System (SWITRS) between January 1st, 2017, and December 31st, 2021. Sociodemographic data was gathered from the United States Census Bureau and community health data was gathered from the California Health Interview Survey (CHIS) Neighborhood Edition Tool

Census Data

Census data was largely collected and analyzed at the census block level within the City of Maywood. Several analyzed parameters such as median household income, commuting patterns, and household access to motor vehicles were visualized from "Low" to "High."

Collision Data

Collision data was integrated into GIS, where it was separated based on what users were involved (i.e., motorists, bicyclists, pedestrians) and severity (i.e., fatality, severe injury, or visible injury). These collisions were then visualized based on density using graduated symbols by quantity.



Existing Conditions

Planning Context

The City of Maywood is committed to providing its residents with access to safe, practical, and quality active transportation facilities. The City continues to collaborate and coordinate with local stakeholders, neighboring municipalities, and regional agencies to develop policies and recommendations consistent with the region's end goal to create a sustainable, multi-modal transportation system. The following are the planning policies, guidelines, and related projects fundamental to the development of the City's ATP.

City of Maywood General Plan (2007)

The City of Maywood outlined its long-term vision in the General Plan in 2007 and is currently finalizing its updated Housing Element and developing its first Environmental Justice Element in compliance with SB 1000. The Maywood Active Transportation Plan will supplement the following General Plan goals that call out for a safer built environment that encourages all modes of transportation:

City of Maywood General Plan

- Land Use Element Goal 1: "Preserve and enhance the character and quality of Maywood's residential neighborhoods."
- Land Use Element Goal 2: "Promote new commercial development and maintenance of existing commercial uses to enhance the quality of Maywood's commercial districts along Slauson Avenue and Atlantic Boulevard."
- Land Use Element Goal 5: "Improve access to and quality of community services and facilities within the city."
- Land Use Element Goal 6: "Achieve aesthetic enhancements citywide to distinguish Maywood."
- Land Use Element Goal 9: "Protect, maintain, and better utilize existing parks and recreation facilities."

City of Maywood Circulation Element

- Circulation Element Goal 2: "Provide a local street system that accommodates current and future traffic volumes."
- Circulation Element Goal 3: "Facilitate Access to public Transportation that is safe and responsive to changing transit demands."
- Circulation Element Goal 4: "Provide for an extensive, integrated, and safe bicycle, and pedestrian network throughout the community, and make Maywood a pedestrian friendly community."
- Circulation Element Goal 5: "Ensure that all development projects provide well-designed parking facilities that are safe, convincing, and attractive."

Proposed and Ongoing City Plans, Projects, and Grant Applications

The City of Maywood has several proposed and ongoing plans, projects, and grant applications that will inform the recommendations of the Active Transportation Plan.

City of Maywood Land Use Element Update (ongoing)

The City of Maywood is currently updating the Land Use Element of its General Plan. The revised element will focus on identifying the future locations and extent of new modal facilities and development. The Land Use Element supports the community's desire to retain and expand upon Maywood's diverse residential neighborhoods, the potential of its commercial corridors, and the public facilities and services provided to the community.

City of Maywood Environmental Justice Element Update (ongoing)

The City of Maywood is currently in the process of developing its first ever Environmental Justice Element to include in its General Plan in compliance with Senate Bill 1000. Signed in 2016 by Governor Jerry Brown, SB 1000 requires that local governments identify disadvantaged communities within their jurisdictions and address local environmental justice issues in their city general plans.

City of Maywood Climate Action, Adaptation, and Resilience Plan (ongoing)

The City of Maywood is working to complete a community-driven Climate Action Adaptation Resilience Plan that will accomplish the following: (1) Policy & Program Alignment, (2) Set Targets: Develop GHG Strategies, (3) Develop and Quantify Detailed GHG Reduction Measures, (4) Climate Action Plan (CAP) Document, (5) Climate change vulnerability/adaptation strategies.

City of Maywood Beautification Project (Funding awarded – not started)

The City of Maywood was awarded a grant from the Clean California Local Grant Program to develop a project scope of work targeting multiple high priority areas of need. The project will include beautification through greening and landscaping as well as infrastructure improvements to increase accessibility and safety for bicyclists and pedestrians at multiple segments of parkways/ sidewalks, medians, and 20 signal cabinets/utility boxes throughout the city. These improvements are at Carmelita Avenue, between Fruitland Avenue, Loma Vista and 52nd Street; King Avenue, between Slauson Avenue and 59th Place; and Mayflower, between E Slauson Avenue and 59th Place.

City of Maywood Local Roadway and Safety Plan (Adopted)

The City of Maywood recently adopted its Local Roadway Safety Plan (LRSP). This plan will provide the City with a framework for systematic infrastructure improvements to mitigate key safety issues impacting Maywood residents.

Surrounding Jurisdiction & Regional Bicycle and Pedestrian Master Plans

The following Master Plans are from adjacent cities and the County of Los Angeles that either share a border or have proposed bicycle facilities that would intersect with the City of Maywood.

Los Angeles River Master Plan (2022)

The City of Maywood is bordered to the east by the Los Angeles River and contains two access points, which provide Maywood residents with a dedicated Class I bicycle path through southeast Los Angeles County to Long Beach. According to the latest River Master Plan, the following recommendations were made within or adjacent to Maywood's city limits:

- Improve the existing river access point at the northern city limit off Atlantic Avenue
- Develop multiuse public space projects along the river at Maywood Park and Maywood Riverfront Park

[City of Commerce Bicycle & Pedestrian Master Plan \(2020\)](#)

The City of Maywood does not currently have any established regional bicycle facilities to connect residents to northern jurisdictions in unincorporated Los Angeles County. In its most recent Bicycle Master Plan, the County of Los Angeles recommends:

- Extending the Los Angeles River Bicycle Path (Class I) north as well as installing a handful of Class III bicycle lanes to connect Maywood residents to the nearby jurisdictions of the Bandini Islands, the City of Los Angeles, and the City of Vernon.

[City of Bell Bicycle Master Plan \(2016\)](#)

The City of Bell shares Maywood's southern border along Randolph Street and the northeastern border along the eastern bank of the Los Angeles River. In its most recent Bicycle Master Plan, the City of Bell recommends the following bicycle facilities that would connect to the City of Maywood:

- Installing a Class I shared use path along Randolph Street from Carmelita Avenue to the Los Angeles River Bicycle Path.

[City of Huntington Park Bicycle Transportation Masterplan \(2014\)](#)

The City of Huntington Park shares Maywood's southwestern border along Floral Avenue and Slauson Avenue. In its most recent Bicycle Transportation Master Plan, the City of Huntington Park recommends the following bicycle facilities that would connect to the City of Maywood:

- Installing a Class III bike lane along E 61st Street from Maywood Avenue to the eastern city limit on Pine Avenue.
- Installing a Class III bike lane along Carmelita Avenue from Randolph Street to the northern city limit on Slauson Avenue.

[Los Angeles County Bicycle Master Plan \(2012\)](#)

The City of Maywood does not currently have any established regional bicycle facilities to connect residents to northern jurisdictions in unincorporated Los Angeles County. In its most recent Bicycle Master Plan, the County of Los Angeles recommends:

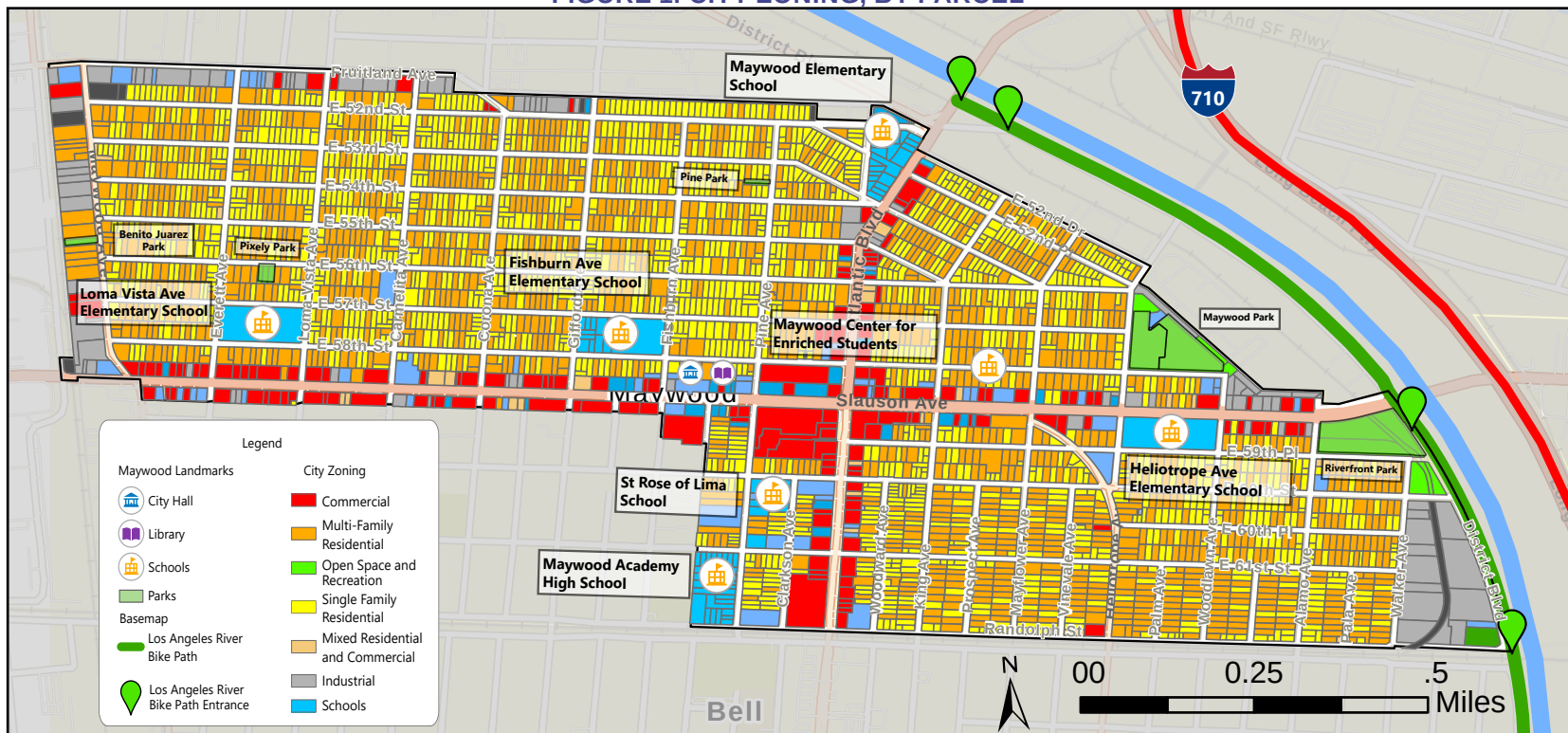
- Extending the Los Angeles River Bicycle Path (Class I) north as well as installing a handful of Class III bicycle lanes to connect Maywood residents to the nearby jurisdictions of the Bandini Islands, the City of Los Angeles, and the City of Vernon.

The Strategic Plan also calls for implementing the Rail to River project, a 3.9-mile regional connectivity loop to connect the Metro A (Blue) Line's East Slauson Station to the Los Angeles River Bicycle Path (Class I) along Maywood's southern city limit on Randolph Street.

Land Use

Maywood is made up of predominantly residential neighborhoods with commercial activity concentrated in its center and surrounded by industrial uses on its eastern, western, and northern city limits. Approximately 87 percent of the city's parcels are zoned for residential use. Of those residential parcels, about 47 percent of residential parcels are zoned for single-family residential and about 40 percent are zoned for multi-family residential. Approximately five percent of the city's parcels are zoned for commercial use. Most of the city's commercial parcels are concentrated along Atlantic Boulevard and Slauson Avenue, with the highest concentration of commercial activity being at the intersection of Atlantic Boulevard and Slauson Avenue. Approximately three percent of the city's parcels are zones for industrial use. Most of the industrial parcels are located along Maywood's eastern city limit along District Boulevard, northern city limit along Fruitland Avenue, and western city limit along Maywood Avenue.

FIGURE 1: CITY ZONING, BY PARCEL



Existing Roadway Facilities

The following section and maps focus on the existing roadway facilities and their functional classification, which will be used to inform the development of the Maywood ATP.

Maywood Street Classifications

The City's Circulation Element in its 2007 General Plan classifies its streets into five categories: Freeways, major highways, secondary highways, collector streets, and local streets.

Freeway

A freeway is a controlled access, high-speed roadway with grade-separated interchanges. A freeway is intended to carry high volumes of traffic from region to region. The planning, design, construction, and maintenance of freeways in California are the responsibility of the California Department of Transportation (Caltrans).

Major Highway

The function of a Major Highway is to connect traffic from minor arterials and collectors to other parts of the city, freeway interchanges, and adjacent major land uses. Major highways also provide a linkage between activity centers in the city to other adjacent communities and other parts of the region. Access to adjacent land uses and the presence of parking should be minimal or prohibited completely.

This roadway classification is designed to move large volumes of traffic, typically in the range of 40,000 to 60,000 vehicles per day. Per the circulation element, Major Highways typically have a curb-to-curb width of 84 feet within a 100-foot right-of-way.

Collector Street

The primary purpose of a collector street is to serve as an intermediate route to carry traffic between local streets and highways. Collectors are intended to provide access to all types of land uses and generally have no limitation on access. Parking is typically allowed during all periods of the day or, if necessary, may be prohibited during peak hours on certain segments.

This roadway classification is designed to carry moderate levels of traffic, generally in the range of 10,000 to 15,000 vehicles per day. Per the circulation element, a collector typically has a curb-to-curb width that ranges from 40 to 54 feet contained within a 64-foot right-of-way.

Local Street

Local streets provide direct vehicular, pedestrian, and bicycle access to adjacent land uses. They are intended to carry low volumes of traffic, are typically narrow, and allow unrestricted parking. Per the circulation element, a local street in Maywood typically has a 36-foot-curb-to-curb width within a 50-foot right-of-way.

Designated Truck Route

The Circulation Element also identifies designated truck routes throughout Maywood that connect with those in adjacent cities and jurisdictions. These routes are responsible for ensuring the efficient movement of commercial vehicles carrying goods in and out of the city. Maywood experiences high levels of freight movement given its adjacent industrial land uses as well as its proximity to the Long Beach Freeway (I- 710), the Santa Ana Freeway (I-5), and its proximity to the industrial City of Vernon. It is imperative to the city that these routes are maintained and improved to maximize safe and efficient traffic flows for non- truck motorists and pedestrians.

Figure 2 and **Figure 3** illustrate the locations of Maywood's highest volume streets and dedicated truck routes, respectively.

FIGURE 2: CITY STREET CLASSIFICATIONS

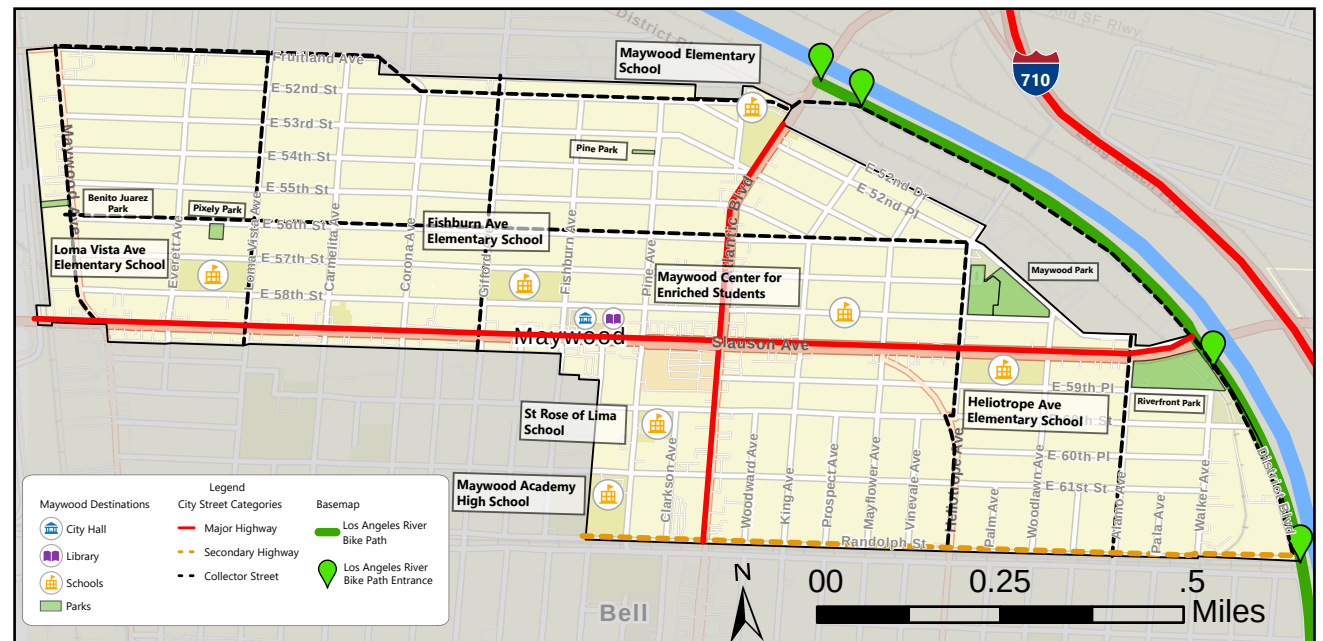
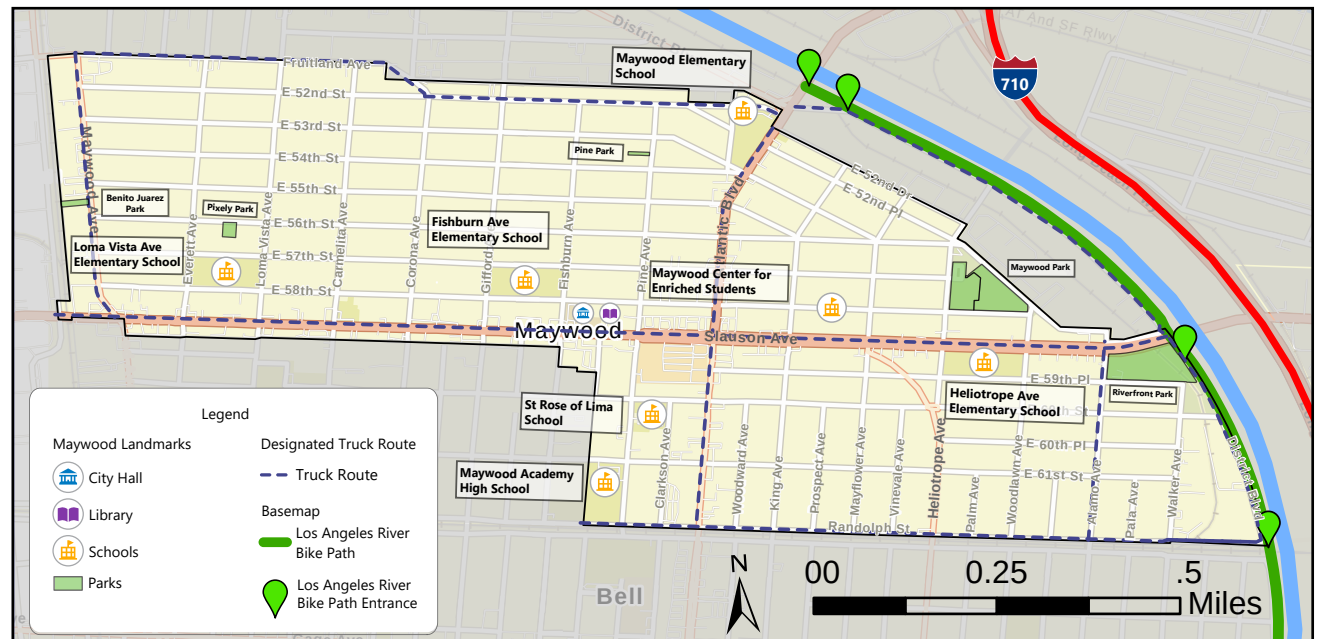


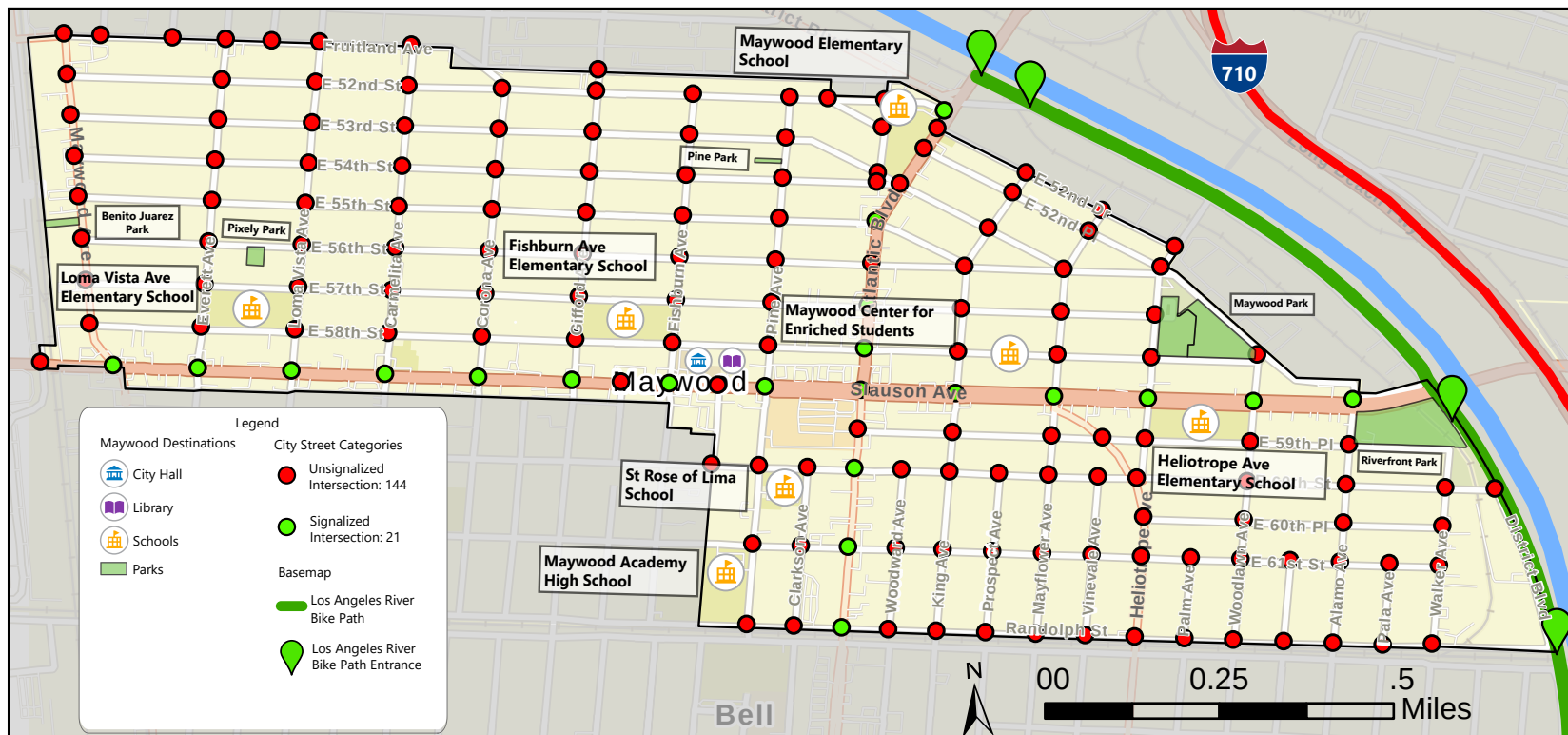
FIGURE 3: CITY DESIGNATED TRUCK ROUTES



There are a total of 165 intersections in the City of Maywood. Of that total, only 21 (13 percent) of those intersections are signalized. All the city's signalized intersections are located along its two major arterials, Atlantic Boulevard and E Slauson Avenue.

Of its 165 intersections, 144 (87 percent) are unsignalized, which are mostly four-way stop-controlled. **Figure 4** illustrates the locations of the City's signalized and unsignalized intersections.

FIGURE 4: CITY SIGNALIZED AND UNSIGNALIZED INTERSECTIONS



Socio-Economic Characteristics

The following section, including tables, and maps focus on the socio-economic indicators used to inform the development of the Maywood ATP.

Total Population, Race, Ethnicity and Age

Per the 2020 American Community Survey (ACS), approximately 25,138 people currently reside in the City of Maywood. Of those, about 97 percent identify as Hispanic/Latino, almost double the rate of Hispanic/Latino identifying residents in Los Angeles County. Less than two percent of the city's population is comprised of other racial demographics including White, African American, Asian, American Indian, Native Hawaiian/Pacific Island, and people with two or more races (**Table 1**).

The median age in Maywood is 32 years old, with nearly 28 percent of its population under the age of 18, which is higher than the County by about seven percent.

TABLE 1: RACE, ETHNICITY AND AGE

	City of Maywood	Los Angeles County
Category	Percentage of Population	Percentage of Population
Hispanic/Latino	97.1%	48.0%
White	1.4%	25.6%
Black Alone	0.4%	7.6%
Multi-racial	0.4%	3.1%
Asian Alone	0.3%	14.7%
American Indian	0.1%	1.6%
Pacific Islander	0.05%	3.1%
Median Age	32 years old	37 years old
Under 18 years	27.9%	22.2%
Over 18 years	72.1%	80.4%
Over 65 years	10.2%	12.9%

(US Census Bureau, American Community Survey 5-year Estimates, 2020)

Educational Attainment and School Enrollment

Maywood has much lower educational attainment levels in comparison to Los Angeles County. Approximately 37 percent of Maywood residents 25 years and older have not received a high school diploma – 15 percent higher than the County (**Table 2**). Less than 5 percent of Maywood residents 25 years and older have received either an associate's, bachelor's, or post-graduate degree.

Approximately 72 percent of Maywood residents three years and older are enrolled in a K-12 program.

TABLE 2: EDUCATIONAL ATTAINMENT

	City of Maywood	Los Angeles County
Category	Percentage of Population over 25 Years Old	Percentage of Population over 25 Years Old
No High School Diploma	36.6%	11.9%
High School Diploma Only	27.5%	20.4%
Some College, No Degree	11.1%	18.9%
Associates Degree	3.3%	37.0%
Bachelor's Degree	4.9%	21.8%
Post-Graduate Degree	2.5%	11.7%

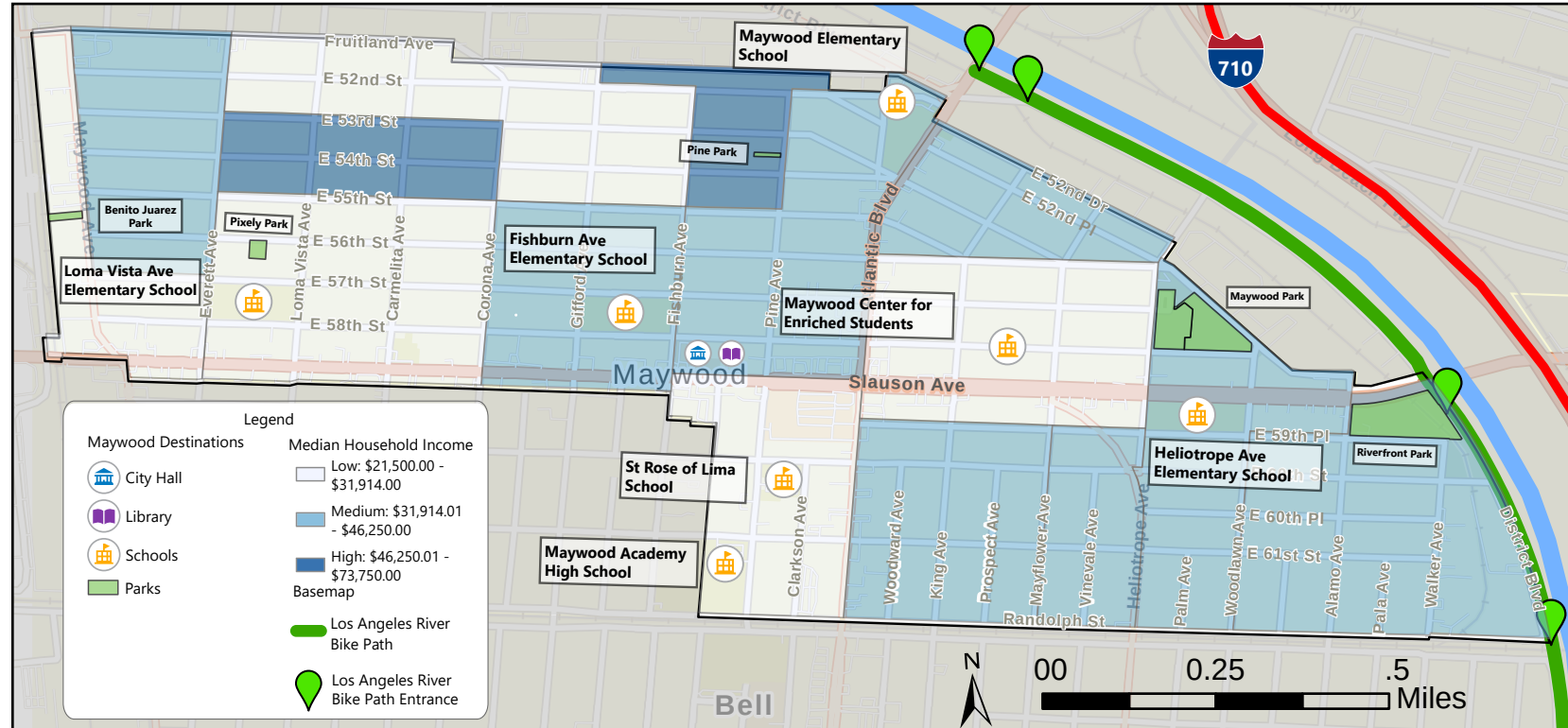
(US Census Bureau, American Community Survey 5-year Estimates, 2020)

Income, Housing and Employment Levels

Maywood residents currently earn lower incomes than other jurisdictions within Los Angeles County. The median household income in Maywood is \$50,996 – almost \$20,000 less than the County median household income. Approximately 20 percent of Maywood residents live under the poverty line and about ten percent of occupied housing units in Maywood do not have access to an automobile. It is also worth noting that approximately 56 percent of Maywood households are occupied by one or more people under 18 years old – 22 percent higher than the County.

Additionally, about 61 percent of Maywood residents over 16 years old are employed, just slightly below County employment levels (65 percent). **Figure 5** illustrates median household income levels at the census block level for the city.

FIGURE 5: CITY MEDIAN HOUSEHOLD INCOME LEVELS, BY CENSUS BLOCK



(US Census Bureau, American Community Survey 5-year Estimates, 2020)

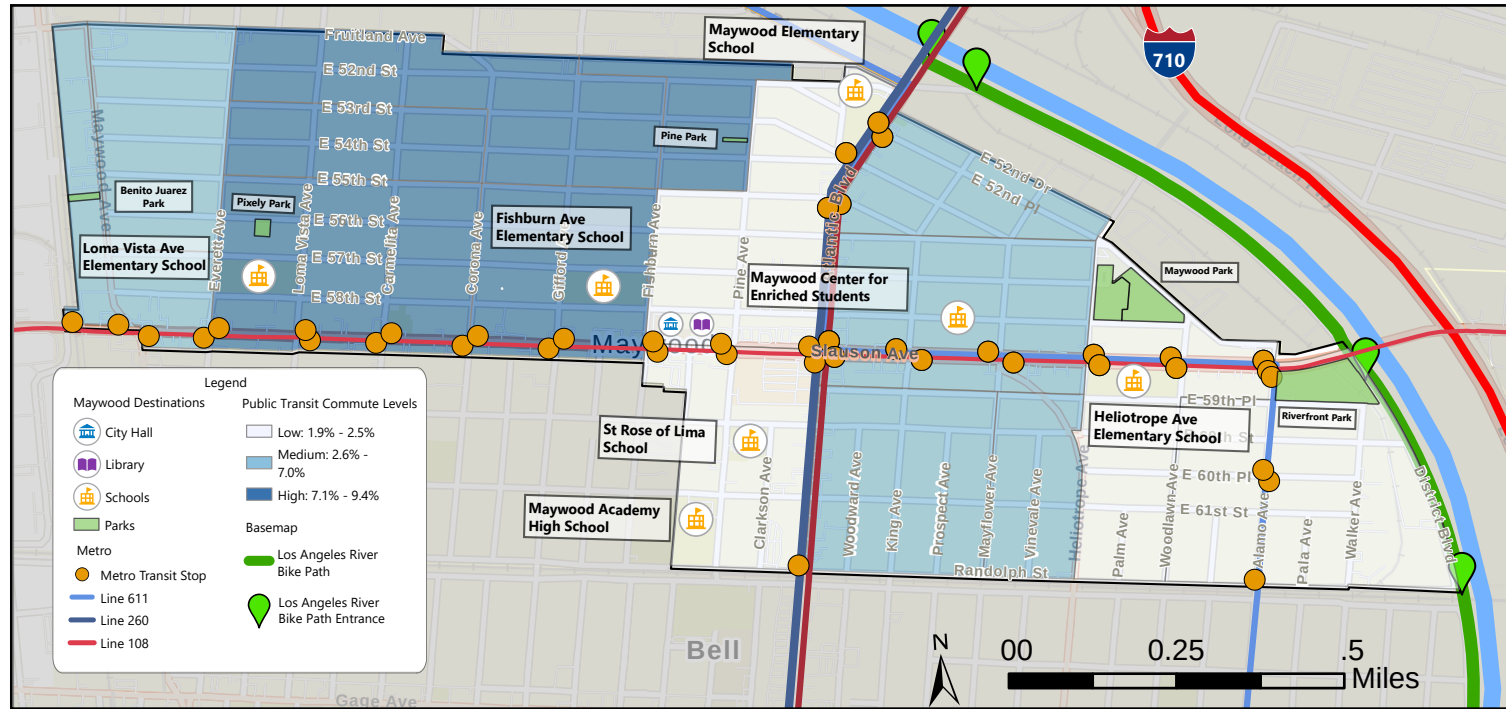
Commuting Patterns

Table 3 provides a breakdown of the City's commuter patterns, by mode, compared to Los Angeles County. Like the County, most Maywood commuters drive to work alone (70.6 percent). Maywood does have higher levels of commuters who carpool, take public transportation, and walk than the County.

Cycling, working from home, and other modes of travel are the least used by Maywood commuters and are at lower levels than the County. The average travel time for Maywood commuters is approximately 31 minutes, just under the average commute time for LA County (**Table 3**).

Figure 6 illustrates the commuting levels of Maywood workers who travel to work using public transportation and the existing Metro bus lines running through the city.

FIGURE 6: COMMUTING TO WORK VIA PUBLIC TRANSIT



(US Census Bureau, American Community Survey 5-year Estimates, 2020)

TABLE 3: COMMUTING PATTERNS

	City of Maywood	Los Angeles County
Category	Percentage of Population over 16 Years Old	Percentage of Population over 16 Years Old
Drove Alone	72.1%	72.1%
Carpool	13.0%	9.5%
Public Transit	6.0%	5.4%
Walk	4.1%	2.6%
Bike	0.7%	1.7%
Work from Home	3.6%	8.0%

(US Census Bureau, American Community Survey 5-year Estimates, 2020)

Top Employment Centers

Based on the latest Census data on the top locations for Maywood commuters (2019), the majority of the City's workforce commutes to the City of Los Angeles. The City of Maywood, City of Downey, and City of South Gate are the next largest employment centers for Maywood workers (**Table 4**).

TABLE 4: TOP EMPLOYMENT CENTERS FOR MAYWOOD COMMUTERS

	City of Maywood
Local Jurisdiction	Percentage of Commuters
City of Los Angeles	22.9%
City of Maywood	6.9%
City of Downey	3.3%
City of South Gate	2.9%
City of Bell	2.6%
City of Huntington Park	3.6%
East Los Angeles	2.5%
City of Long Beach	2.4%
City of Lynwood	1.7%

(US Census Bureau, American Community Survey 5-year Estimates, 2020)

Community Health Characteristics

The following section and tables focus on community health indicators for Maywood adults and children used to inform the development of the Maywood ATP.

Adults

Estimates for asthma, diabetes, obesity, and physical activity for Maywood adults over eighteen years old were calculated using the California Health Interview Survey (CHIS) Neighborhood Edition Tool and serves as the foundation of this health status summary.

Asthma

According to the latest available CHIS data, the percentage of Maywood adults (18+) diagnosed with asthma increased between 2016 and 2020. Los Angeles County adult asthma levels remained higher than Maywood throughout the same period, following a similar upward trend of more adults being diagnosed with asthma in 2020 (**Table 5**).

Diabetes

According to the latest available CHIS data, the percentage of Maywood adults (18+) diagnosed with diabetes increased between 2016 and 2020. Adult diabetes levels in Maywood were higher than Los Angeles County throughout the same period and experienced a sharper rate of increase (**Table 5**).

Obesity

According to the latest available CHIS data, the percentage of Maywood adults (18+) identified as obese/overweight (having a body mass index (BMI) of 30 or higher) increased between 2016 and 2020. Adult obesity levels in Maywood were much higher than Los Angeles County throughout the same period (**Table 5**).

Physical Activity

According to the latest available CHIS data, the percentage of Maywood adults walking at least 150 minutes or more for transportation or leisure in the past week increased between 2012 and 2016. Although Maywood adult physical activity levels were lower than Los Angeles County in 2012, the city experienced higher levels than the County in 2016 as seen in **Table 5**.

TABLE 5: ADULT PHYSICAL HEALTH

	City of Maywood	Los Angeles County	Maywood	Los Angeles County
Year	2016		2020	
Ever Diagnosed With Astma (18+)	9.3%	12.8%	11.2%	15.2%
Ever Diagnosed With Diabetes (18+)	11.8%	9.5%	15.7%	11.8%
Obese (18+)	41.6%	28.9%	43.7%	29.6%

(California Health Interview Survey (CHIS) Neighborhood Edition Tool)

Children

Estimates for asthma, obesity, and physical activity for Maywood children under the age of eighteen were calculated through the California Health Interview Survey (CHIS) Neighborhood Edition tool. The breakdown of those results is described below.

Asthma

According to the latest available CHIS data, the percentage of Maywood children (1-17) diagnosed with asthma decreased between 2016 and 2020. Los Angeles County child asthma levels were static during the same period, but remained slightly higher than Maywood child diagnosis levels in 2020. (**Table 6**).

Overweight for Age Group and Obesity

According to the latest available CHIS data, the percentage of Maywood children between the ages of two and eleven years old identified as being overweight for their age (having a weight equal or greater than the 95th percentile) sharply increased between 2016 and 2020. Los Angeles County levels also increased throughout the same period; however, at a much lower rate than Maywood (**Table 6**).

TABLE 6: CHILDREN PHYSICAL HEALTH

	City of Maywood	Los Angeles County	Maywood	Los Angeles County
Year	2016		2020	
Ever Diagnosed With Astma (<18)	16.6%	12.8%	11.3%	12.9%
Overweight for Age (2-11)	17.4%	12.1%	20.4%	13.5%
Obese (12-17)	37.0%	35.5%	52.5%	34.2%

(California Health Interview Survey (CHIS) Neighborhood Edition Tool)

Collision Analysis

The following section and tables focus on the collision data collected from January 1st, 2017 – December 31st, 2021, that was used to inform the development of the Maywood ATP.

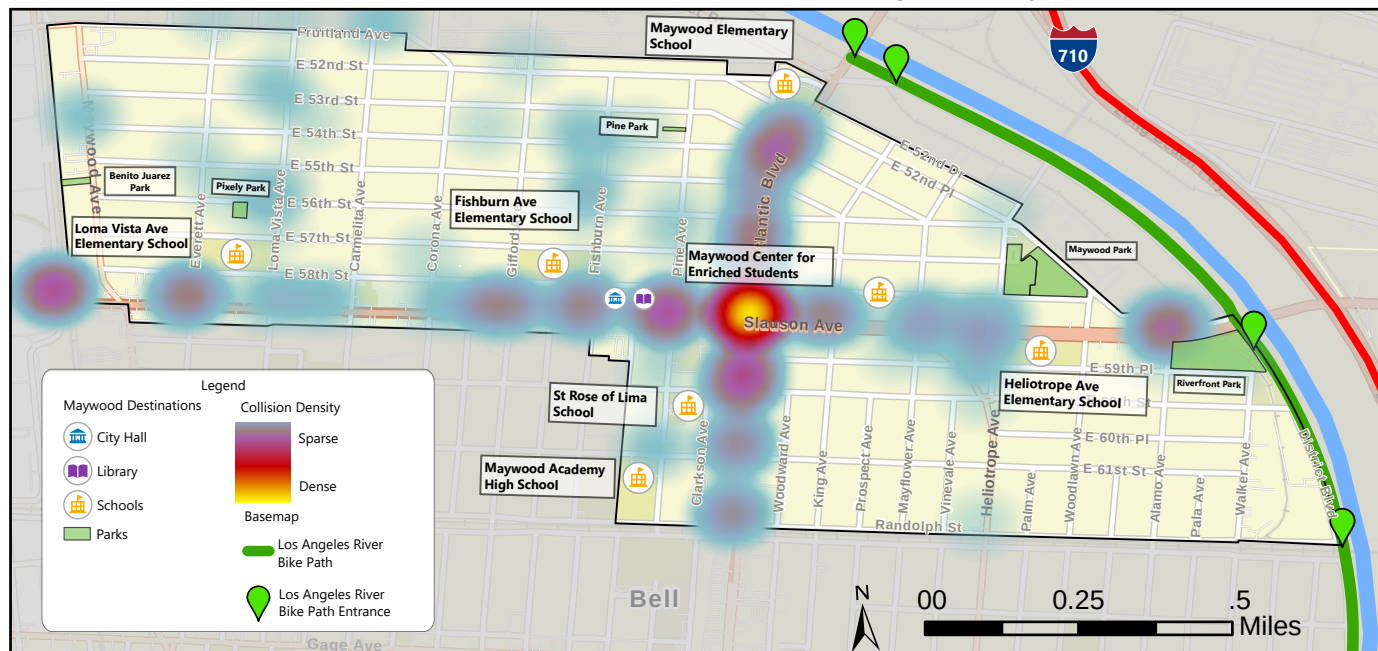
Total Collisions

The City of Maywood experienced 182 collisions between 2017 and 2021. Approximately 75 percent of collisions involved only motor vehicles, 15 percent involved motor vehicles and pedestrians, 10 percent involved motor vehicles and bicyclists, and one percent involved motor vehicles and both pedestrians and bicyclists.

Although the City has experienced a net decrease in collisions, numbers began to climb in 2021 following a four-year consecutive drop from 2017-2020. Motor vehicle collisions involving pedestrians and bicyclists also experienced a net decrease during the same period. Pedestrian collisions peaked in 2017 and 2019 before dropping again from 2020- 2021. Bicycle collisions dropped from their highest levels from 2017- 2018 to zero in 2019 and remained well under their peak in 2021. The largest contributor to the rise in 2021 collisions were motor vehicle collisions involving other motor vehicle. These collisions consecutively decreased from their peak in 2017 to their lowest in 2020 before sharply increasing to near 2017 levels in 2021.

Figure 7 and **Figure 8** illustrate the density of all collisions and all bicycle and pedestrian collisions in Maywood from 2017-2021, respectively. **Table 7** provides the total number of crashes by mode per year from 2017-2021.

FIGURE 7: ALL COLLISIONS HEATMAP (2017-2021)



(SWITRS, 2017 - 2021 Collision Data Base)

FIGURE 8: ALL PEDESTRIAN AND BICYCLE COLLISIONS (2017-2021)



(SWITRS, 2017 - 2021 Collision Data Base)

TABLE 7: TOTAL COLLISIONS BY MODE AND YEAR (2017-2021)

Year	Motor Vehicle Involving			
	Motor Vehicle	Pedestrian	Bicycle	Bike and Ped
2017	32	9	7	0
2018	30	5	6	0
2019	27	5	0	1
2020	20	5	3	0
2021	27	3	2	0
Total	136	27	18	1

(SWITRS, 2017 - 2021 Collision Data Base)

Primary Collision Factors

As shown in **Table 8**, the leading primary collision factors in the City of Maywood from 2017-2021 were:

- Failure to Yield to Other Vehicles: 21 percent
- Improper Turning: 20 percent
- Failure to Obey Traffic Signals and Signs: 17 percent

TABLE 8: PRIMARY COLLISION FACTORS (2017-2021)

	Motor Vehicle Involving			
Year	Motor Vehicle	Pedestrian	Bicycle	Percentage of Total Collisions
Automobile Right of Way	28	1	2	20.7%
Improper Turning	15	3	3	19.5%
Traffic Signals and Signs	23	4	2	17.2%
Unsafe Speeds	14	0	1	6.9%
Pedestrian Right of Way	0	12	0	13.8%

(SWITRS, 2017 - 2021 Collision Data Base)

Table 9 illustrates the most common pedestrian actions at the time of collision in the City of Maywood from 2017-2021. Most of these collisions (about 17 percent) occurred as a pedestrian was crossing the street at an intersection using a crosswalk.

TABLE 9: PEDESTRIAN ACTIONS AT TIME OF COLLISION (2017-2021)

	Number of Collisions	Percentage of Total Collisions
Pedestrian Action	-	-
Crossing in Crosswalk at Intersection	20	17.4%
Crossing outside Crosswalk	4	14.3%
In Road, Including Shoulder	2	7.1%
Not in Road	2	7.1%

(SWITRS, 2017 - 2021 Collision Data Base)

Collisions by Day of Week and Time of Day

Table 10 provides a breakdown of when and how frequently crashes occurred from 2017-2021 in the City of Maywood, by time of day. Based on the collision data, crashes peaked during the weekends on Fridays and Saturdays between the hours of the early afternoon and evening. The following days and time periods experienced the highest volume of collisions:

- Friday 3:00PM - 5:59PM (11 crashes)
- Friday 12:00PM - 2:59PM (9 crashes)
- Saturday 6:00PM - 8:59PM (8 crashes)

TABLE 10: NUMBER OF COLLISIONS PER DAY OF WEEK AND TIME (2017-2021)

Time Period	Hours	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
AM	00:00 - 2:59	3	0	0	0	0	6	2
	03:00 - 5:59	1	3	3	0	3	1	0
	06:00 - 8:59	2	3	4	4	4	4	1
	09:00 - 11:59	5	1	8	4	5	5	1
PM	12:00 - 14:59	2	5	3	3	9	2	4
	15:00 - 17:59	7	5	5	4	11	5	2
	18:00 - 20:59	4	2	2	7	4	8	6
	21:00 - 23:59	0	2	1	0	3	2	1

(SWITRS, 2017 - 2021 Collision Data Base)

Collisions by Severity

There were 2 fatalities and 16 severe injury collisions from 2017-2019. One of the fatalities was a pedestrian-related collision that took place at 2:00pm on a Friday in March 2017. An intoxicated driver was speeding and lost control, hitting pedestrians on the sidewalk – fatally injuring one. The crash took place on Heliotrope Avenue near the intersection with E 59th Street.

The other fatality involved a motorist colliding with another motorist that occurred at 12:10pm on a Monday in January 2019. A vehicle failed to stop at a stop light and side-swiped another vehicle, fatally injuring one of the drivers. The crash took place on Loma Vista Avenue, near the intersection with Fruitland Avenue.

Figure 9 maps all fatal and severe injury collisions between 2017 and 2021.

FIGURE 9 : ALL FATAL AND SEVERE (KSI) INJURIES (2017-2021)



(SWITRS, 2017 - 2021 Collision Data Base)

Public Transportation

Maywood is serviced by a total of five bus lines provided by the Los Angeles County Metropolitan Transportation Authority (Metro), City of Maywood, and City of Huntington Park.

Metro

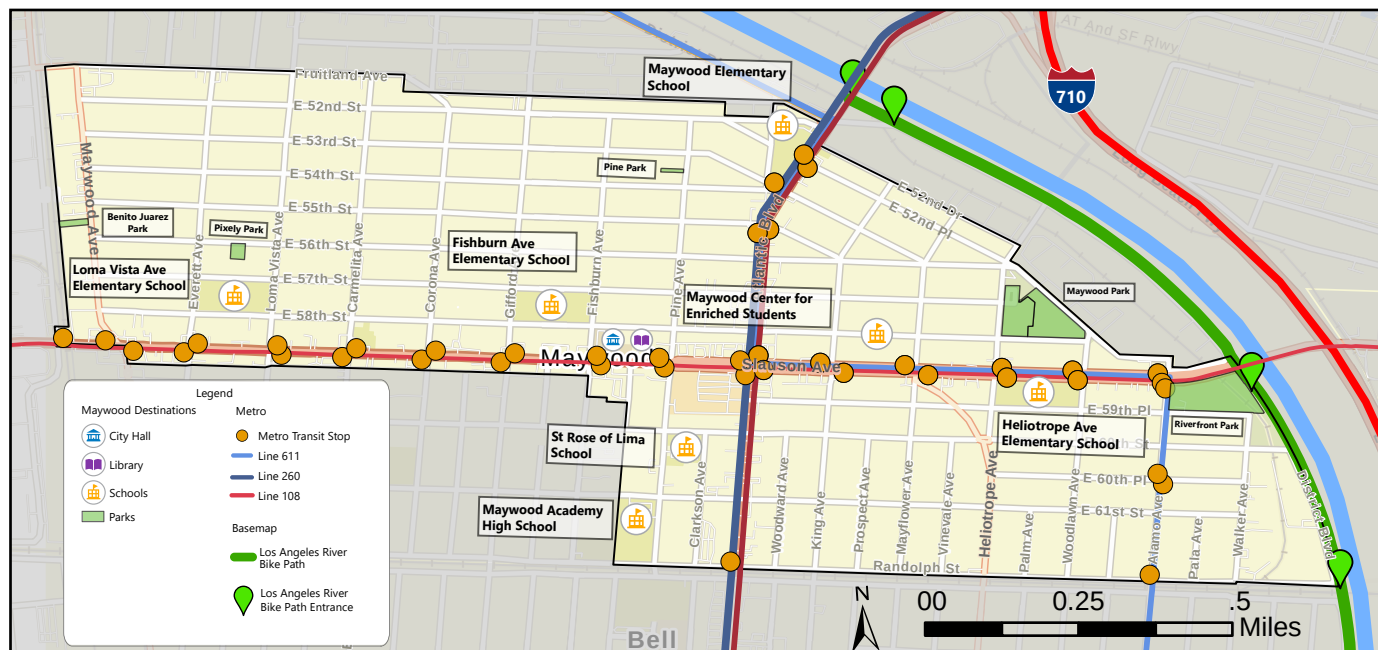
Existing Service Lines and Stops

There are three Metro Bus Local Lines that run through Maywood and a total of 41 bus stops (**Figure 10**):

- Line 108 runs East/West, from Pico Rivera to Marina Del Rey, and travels directly through Maywood via Slauson Avenue. Line 108 connects Maywood residents to other jurisdictions including Commerce, Huntington Park, Ladera Heights, and Culver City.
- Line 260 runs North/South, from Compton to Pasadena, and travels through the center of Maywood via Atlantic Boulevard. Line 260 connects Maywood residents to other jurisdictions including Paramount, South Gate, Monterey Park, and Alhambra.

Line 611 runs on a clockwise/counter-clockwise route that connects the northeastern Gateway Cities and travels through the center Maywood via E Slauson Avenue heading eastbound before turning northbound on Atlantic Boulevard and finally heading westbound on District Boulevard. Line 611 connects Maywood residents to other neighboring jurisdictions including Vernon, Huntington Park, South Gate, and Bell.

FIGURE 10 : ALL METRO BUS LINE ROUTES AND STOPS



(LACMTA ArcGIS Online Gallery, April 2019; LACMTA Maps & Schedules, 2023)

Line Frequency & Ridership Activity

Table 11 provides arrival frequency levels at each bus line's busiest stop during the weekday morning rush (6:00AM-8:00AM). According to Metro's scheduling data, Line 108 provides the most frequent weekday morning rush service, averaging about eight to nine buses per hour and an average wait time of seven minutes between each arrival.

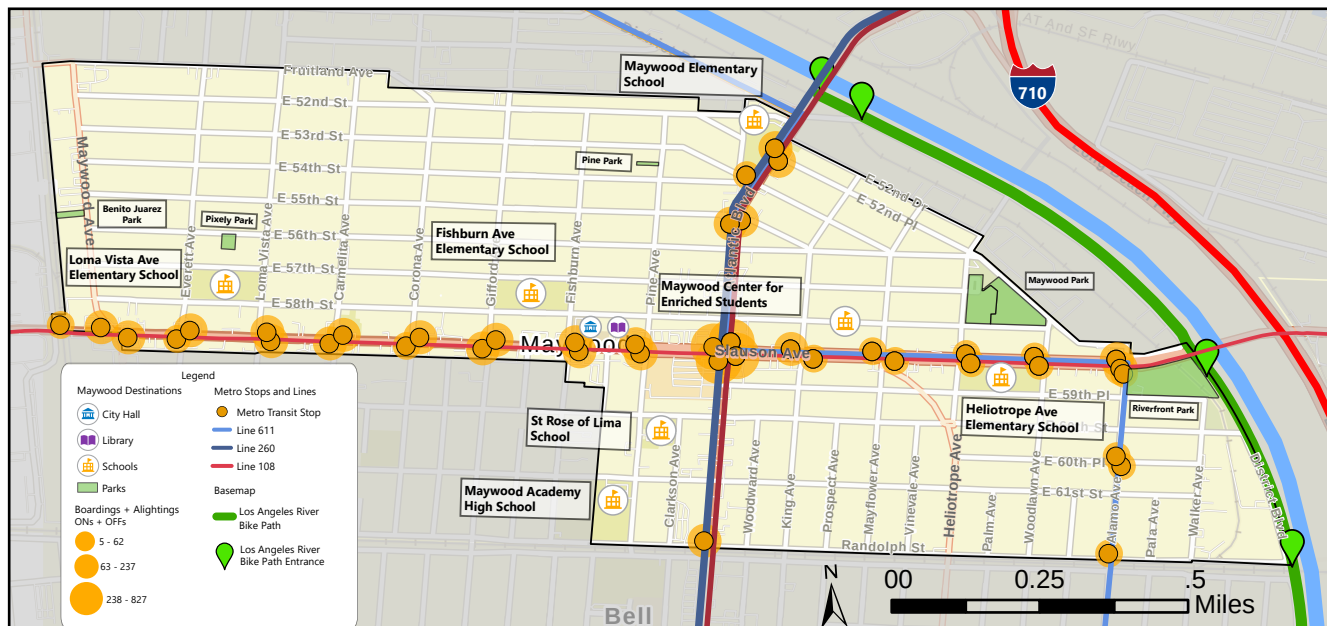
TABLE 11: AVERAGE METRO BUS LINE FREQUENCY AT BUSIEST STOPS

Bus Line	Busiest Stop	Arrivals per Hour	Average Wait Time
108	SLAUSON / ATLANTIC	8 - 9	Approximately 7 minutes
260	ATLANTIC / SLAUSON	4 - 5	Approximately 15 minutes
611	ATLANTIC / SLAUSON	1 - 2	Approximately 60 minutes

(LACMTA ArcGIS Online Gallery, April 2019; LACMTA Maps & Schedules, 2023)

Figure 11 illustrates total ridership activity by stop during the month of April in 2019. April 2019 was selected for this analysis as it represents a typical month in transit usage pre-pandemic. Based on Metro's data, the intersection of Atlantic Boulevard and E Slauson Avenue experienced the highest level of ridership activity in Maywood. This intersection also serves as a transfer point for lines 108, 260, and 611.

FIGURE 11: WEEKLY METRO BUS BOARDINGS AND ALIGHTINGS



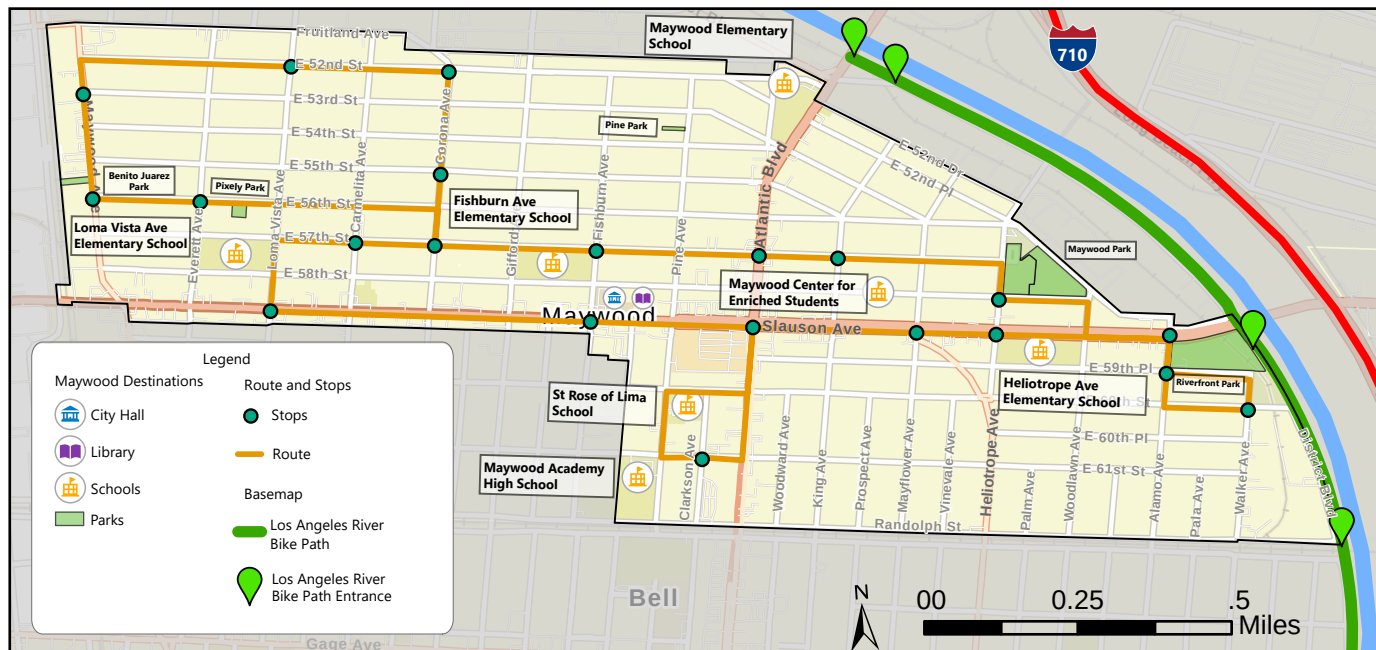
(LACMTA ArcGIS Online Gallery, April 2019; LACMTA Maps & Schedules, 2023)

Maywood Express Shuttle

The City of Maywood provides a dial-a-ride transit service for senior and disabled residents. Eligible riders may be picked up and transported within Maywood city limits. The Maywood Express Shuttle runs on a closed loop, connecting residents to popular destinations and landmarks such as Riverfront Park, Southeast Rio Vista YMCA, Maywood Village Square Shopping Center, and City Hall.

According to the City's August 2022 ridership report, the Maywood Shuttle Express provided a total of 354 trips in that month alone to qualified residents. The average distance traveled per trip was 1.35 miles and each passenger spent an average of about 10 minutes per trip.

FIGURE 12: MAYWOOD EXPRESS SHUTTLE ROUTE AND STOPS



(City of Maywood, Aug 2022)

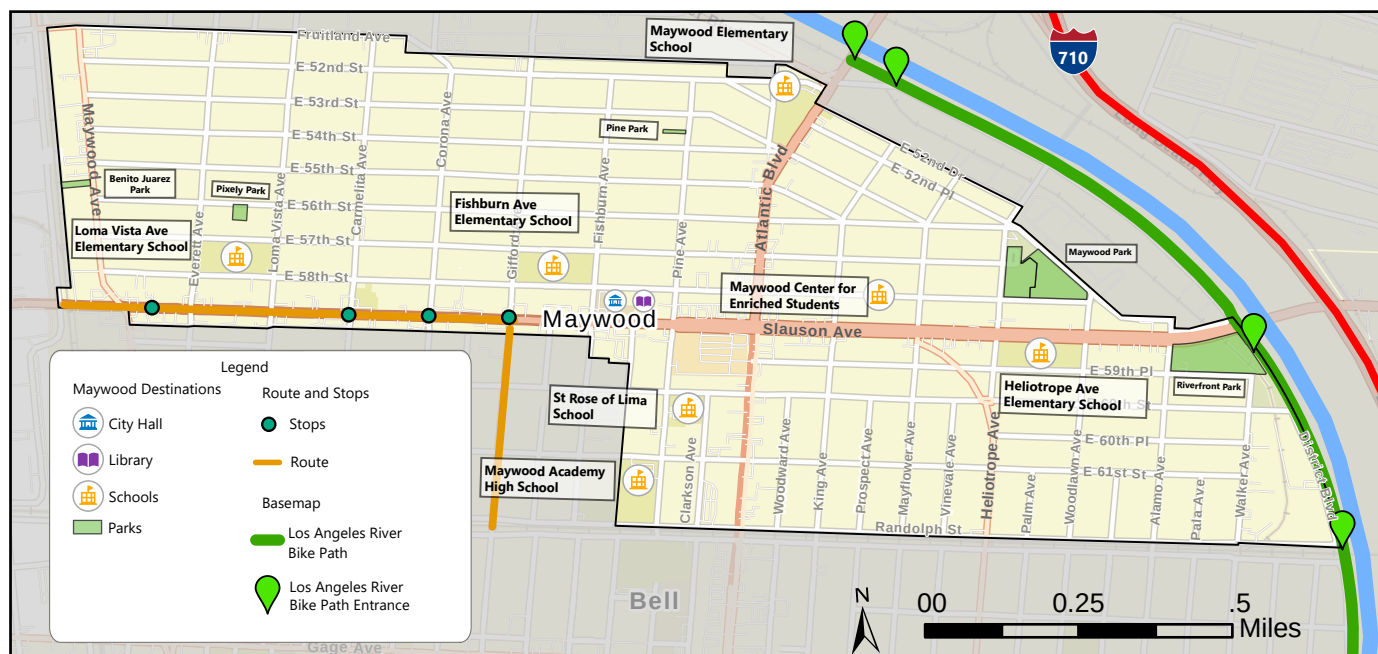
Huntington Park Express

The City of Huntington Park provides a municipal bus line that briefly runs through Maywood via Slauson Avenue and Gifford Avenue. The bus line provides access to popular destinations across Huntington Park as well as the southwestern city limits of Vernon and the northwestern city limits of South Gate. The average wait time between bus arrivals during the weekday is approximately every 25 minutes.

Within Maywood, residents can board the Huntington Park Express at the following four stops:

- Stop 36: Slauson Avenue between S Maywood Avenue and Everett Avenue
- Stop 37: Slauson Avenue and Carmelita Avenue
- Stop 38: Slauson Avenue and Corona Avenue
- Stop 39: Slauson Avenue and Gifford Avenue

FIGURE 13: HUNTINGTON PARK EXPRESS ROUTE AND STOPS



(City of Huntington Park, Aug 2016)

The background image shows a clear blue sky over a residential street intersection. In the foreground, a crosswalk with yellow diagonal stripes is visible on the asphalt. To the right, a red octagonal stop sign with the word "STOP" in white is mounted on a pole, with a smaller "ALL-WAY" sign below it. In the background, there are palm trees, other trees, and houses. A white pickup truck and a dark car are parked on the left side of the street. The overall scene is bright and sunny.

3

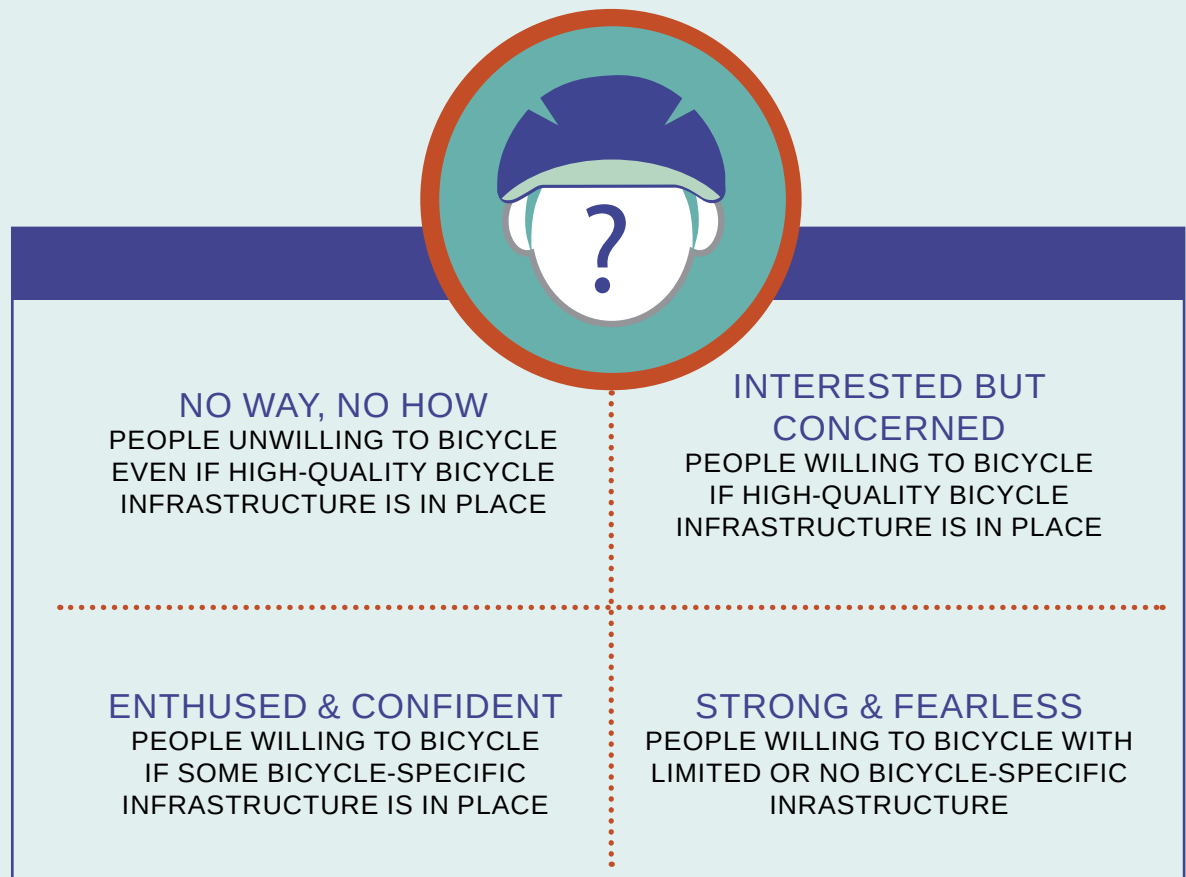
CHAPTER
ACTIVE TRANSPORTATION INFRASTRUCTURE TOOLBOX

The Active Transportation Infrastructure Toolbox contains safety elements with transformative potential when applied appropriately to streets. Each safety element listed in this section can increase street user comfort for those walking and bicycling, help achieve local and intercity connectivity, and raise street safety within the city. Several elements in this toolbox were applied to the proposed network exhibited in **Chapter 5** (Recommendations). The toolbox categorizes safety elements into three categories: Bicycle, Pedestrian, and Roadway.

Bicycle Improvements

This set of safety treatments enhances bicyclist presence at intersections and reduces stress on corridors for all types of riders. The end goal is to address the needs of each of the four types of riders highlighted in **Figure 14**.

FIGURE 14: FOUR TYPES OF RIDERS



Bicycle Improvements

Class III - Bicycle Boulevard



A Bike Boulevard is a street designed to prioritize and promote safe bicycle travel. These streets have low posted vehicle speeds, traffic volumes, and feature complimentary traffic calming measures, such as speed cushions, signage, and pavement markings. Bike Boulevards prompt drivers to be more aware of cyclists and help encourage more people to use bicycles as a more regular mode of transportation.

Bike Network Wayfinding



Bike Network Wayfinding consists of signs and directional cues specifically designed to guide cyclists along designated bike routes. Clear and consistent wayfinding signage reduces the likelihood of cyclists straying into areas with higher traffic and potential hazards.

Bike Detection Signage



A Bike Loop Detection Sign is a safety measure used at signalized intersections that provides instructions for bicyclists on how to request a green light by either placing their bike on a specific location on the pavement or by using a specialized push button.

Bike Push Button



Bike Push Buttons are safety measures used at signalized intersections to alert signal controllers that a bicyclist is requesting a green light. They help avoid crowding on the sidewalk, reduce delays for bicycle travel, and improve safety for cyclists crossing busy streets.

Bike Loop Detector



Bike Detection Loops are safety measures used at signalized intersections to alert the signal controller that a bicyclist is requesting a green light. They work by recalibrating the same sensor used to identify cars to also detect bikes waiting at a red light.

Pedestrian Improvements

This pair of walking-related improvements prioritizes enhancing the walking experience on existing walking spaces, such as sidewalks, by reducing exposure to vehicular movements on the roadway while crossing the street.



A High Visibility Crosswalk is a crosswalk painted with bold and highly visible markings, often with contrasting colors to the road. These markings help draw attention to the presence of pedestrians and encourage drivers to yield. By making crosswalks more noticeable, especially in areas where there may be poor lighting or heavy traffic, pedestrians become more visible to drivers, reducing the chance of vehicle collisions.



A Leading Pedestrian Interval (LPI) is a safety measure used at intersections with traffic signals that give pedestrians between a three to seven second head start to begin crossing the street before vehicles can move. During this interval, pedestrians are more visible to drivers, lowering the likelihood of conflicts with turning vehicles. LPIs are particularly beneficial in areas with high foot traffic and turning vehicle movements.

Roadway Improvements

Roadway treatments address reported dangerous driving behaviors, improve street operations, and help encourage more residents to use active transportation. Specific behaviors that this set primarily prevents is speeding on residential streets and near sensitive uses, and improper turns at intersections.

Multi-Way Stop



A Multi-Way Stop is a traffic control measure that requires vehicles on all approaches to stop at an unsignalized intersection. They can help improve safety for all road users at intersections with a history of crashes or with limited visibility. By forcing vehicles to come to a complete stop, a Multi-Way Stop provides pedestrians, cyclists, and vehicles the convenience to safely cross the street without having to anticipate fast-moving traffic.

Curb Extension



A Curb Extension involves extending the sidewalk or pedestrian crossing area into the street. This design reduces the distances pedestrians need to cross a street, makes them more visible to drivers, and slows down vehicles as they transition from wider corridors to narrower residential streets. Curb extensions create safer and more comfortable spaces for pedestrians and encourage drivers to yield to crossing pedestrians.

Edge Line Treatment



Edge Line markings are traffic calming measures that use solid painted lines used to indicate the edge of a roadway where travel is not permitted. As a neighborhood safety measure, Edge Line markings can visually narrow travel lanes on wider streets to prompt drivers to slow down in areas where speeding is a problem.

Speed Cushion



Speed Cushions are traffic calming measures that use raised platforms placed across the road at regular intervals to slow down vehicle traffic. Speed cushions are most effective in areas where speeding is a problem, as they encourage drivers to slow down and pay more attention to their surroundings, reducing the risk of vehicle accidents involving pedestrians and cyclists.

A photograph of a community meeting taking place on a sidewalk. In the foreground, a man in a blue hoodie and cap stands next to a silver car, while another man with long hair in a black jacket gestures with his hand. In the background, a woman stands near a chain-link fence decorated with blue and yellow diamond patterns. The scene is outdoors with trees and a clear sky.

4

CHAPTER
WHAT DID THE COMMUNITY HAVE TO SAY?



Outreach Approach and Themes

Estolano Advisors (EA) partnered with People for Mobility Justice (PMJ) to engage with stakeholders in Maywood about potential street treatments in the Maywood ATP. The proposed treatments in the ATP were presented to community members at five separate outreach events:

- The tree lighting ceremony at City Hall (December 2022)
- Community Charrette #1 at Fishburn Avenue Elementary School (January 2023)
- The backpack and school supply distribution at the YMCA (August 2023)
- The mobile food pantry at the YMCA (August 2023)
- Community Charrette #2 at Fishburn Avenue Elementary School (October 2023)

About 150 people were engaged across these four events, with responses from community members falling into themes: excessive vehicle speeds, narrow streets, unsafe streets, and street treatments. All outreach collateral and general community responses are provided in **Appendix B** and **Appendix C**, respectively.

Excessive Vehicle Speeds

Most community members were concerned about excessive vehicle speeds on major thoroughfares like Slauson Avenue or Atlantic Boulevard, and neighborhood streets like King Avenue, or 53rd Street. Older residents voiced safety concerns with fast moving cars, especially around schools and neighborhood streets. While interested in street treatments that slow down cars such as speed humps and stop signs, some community members reported that treatments alone would not slow down speeding cars. Community members reported speeding cars neglecting to stop at stop signs.

Narrow Streets

Many community members commented that neighborhood streets are narrow; given the width of these roadways, respondents raised concerns about adding bike routes, curb extensions, or edge lines. Some community members offered alternative solutions like converting some streets such as 53rd St into one-way traffic, and then adding a Class II or III bike lane. Only a few community members shared that they would prefer no bike lanes at all because of how narrow the streets are.

EA Staff engage with community members at the backpack and school supply distribution event at the local YMCA

Unsafe Streets

Certain streets routinely came up in conversation as feeling unsafe and in need of treatments. Community members mentioned the following streets and their issues:

- King Avenue needs more speed humps and crosswalks, particularly near schools
- Everett Avenue needs more speed humps, and drivers are not stopping at the existing stop signs
- E 52nd and E 53 Street both needs more speed humps, are not stopping at the existing stop signs
- Multiple community members are concerned about fast moving cars, vans, and trucks around the Amazon Fulfillment facility at District Boulevard and S Atlantic Boulevard
- Other streets that were specifically reported and generally unsafe included Fishburn Avenue, Maywood Avenue, Slauson Avenue, and Gifford Avenue

Community Reactions to Proposed Recommendations

Certain treatments garnered lots of support while others were more divisive. Specifically, community members identified speed humps, repairing bus shelters, stop signs, and crossing guards near schools as necessary improvements. Community members also provided insightful feedback on the proposed treatments:

- Treatments that generally concern pedestrian safety, specifically high-visibility crosswalks and leading pedestrian intervals, received high levels of support
- Curb extensions, however, were less popular, as the street-narrowing safety feature would exacerbate already narrow streets
- Bike intersection improvements like detection loops, detection loop signs, and push buttons received almost all “yes” votes
- Stop signs received overwhelming support, but some community members were skeptical noting that they would require more enforcement to be effective, citing that many cars run stop signs in Maywood
- Edge line treatments were noted as important for parked cars, but existing narrow streets were often mentioned
- Speed humps received unanimous support from community members who walk, but a minority of drivers disapproved, citing the potential damage to their vehicles

Public Outreach Workshop Summaries

Most people walked to these outreach events, followed by drivers, and then bicycle and transit riders. This breakdown is reflected in higher interest in pedestrian improvements (such as crosswalks or leading pedestrian intervals), contrasted with the relatively lower interest in bicycle infrastructure.

Car speed is the main traffic safety issue for Maywood pedestrians, and some of the treatments that deal with speed can help. However, there was a small contingency of drivers that felt hesitation towards speed humps. Community members felt that signs can be useful, but they have witnessed many cars running stop signs. Several community members called for more enforcement of stop signs and traffic signals, specifically via law enforcement officers and traffic cameras.

The community members engaged at outreach events were highly aware of the safety issues on their streets. Overall, people were interested in making streets safer for pedestrians and cyclists and felt that some of the treatments would provide that safety. Community members that walk, bike, and roll on the streets in the City of Maywood shared their local knowledge of streets that feel unsafe. Their expertise provides granular data that calls out specific streets and places in need of treatment.

Tree Lighting Ceremony at City Hall (December 2022)

Attendees of the tree lighting event were asked: (1) How did you get here (to the event); and (2) where are your areas of concern and (3) what are your recommendations for safety improvements?

1. How did you get here (to the event)?

- Most respondents walked to the event; drivers were the next most represented group; with cyclists and transit riders making up the minority of arrivals.
- There was a mix of residents and non-residents participating. Since City Hall is close to the municipal border, many folks walked over from outside of the jurisdiction.
- Many folks (residents and non-residents alike) noted that they worked or attended school in the City of Maywood.

2. Where are your areas of safety concerns and recommendations for improvements?

- Participants commented on speeding vehicles as a major concern. Both on major thoroughfares like Slauson Avenue and neighborhood streets (esp. those near schools).
- One student noted a location where a car collided with him while he was bicycling.
- Folks identified the following desired improvements: (1) speed humps, (2) repairing bus shelters, (3) stop signs, (4) crossing guards near schools.
- Residents identified the following streets for safety improvements: Fishburn Avenue., Maywood Avenue., Slauson Avenue., Pine Avenue., Gifford Avenue.



Poster polling attendees on which mode of transportation they used to get to event



Attendees providing input on locations where they feel unsafe walking, biking, or getting to transit

Community Charrette #1 at Fishburn Avenue Elementary School (February 2023)

PMJ Staff coordinated an after school community workshop to better understand how residents current get around and identify additional locations where parents and students feel unsafe walking, biking or getting to public transit. Approximately 25 parents and students participated in this workshop and most participants indicated either walking or biking to get to and from school.

Participants were asked to identify specific street segments, intersections, and blocks on a map of the city where they feel unsafe walking, biking, or getting to/from public transportation. Additionally, students and parents were asked to share their observations of what makes active transportation difficult in Maywood. Speeding on residential streets, especially near schools, was raised as one the most common concerns and the following streets were identified as areas of concern:

- 53rd Street
- 54th Street
- 57th Street
- 58th Street
- Gifford Avenue
- Atlantic Boulevard
- Slauson Avenue



PMJ Staff engage with Fishburn Avenue Elementary School parents and students to determine areas of concern for pedestrians and cyclists throughout Maywood

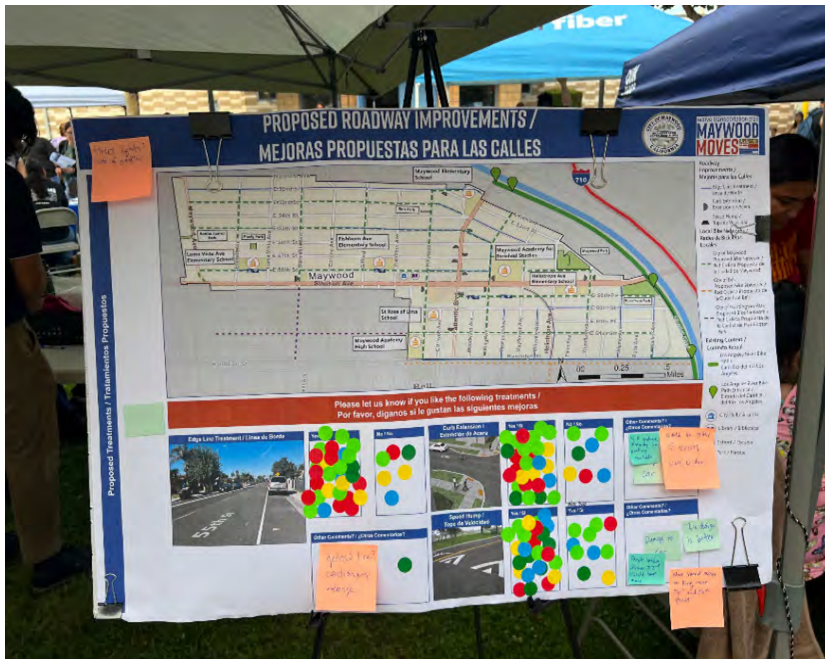


PMJ Staff distribute flyers to parents to attend Community Charrette #1

Backpack and School Supply Distribution at the YMCA (August 2023)

Attendees participated in an engagement exercise by voting “Yes”, “No”, or sharing other opinions about the proposed treatments. Facilitators from PMJ and EA introduced treatments on poster boards to participants, and then asked participants’ opinions about those treatments. Results were recorded visually, and additional comments were compiled on the poster boards.

There was a good turnout of all ages, but especially parents and their children. We heard from young people, elders, parents and students, some monolingual Spanish-speaking people, with others bilingual or English speaking only. Participants were supportive of most interventions and support for bike intersection treatments was very positive. Participants were more split around speed humps and the bicycle route.



Proposed Roadway Improvements feedback poster indicates strong community support for Edge Line, Curb Extension, and Speed Hump treatments

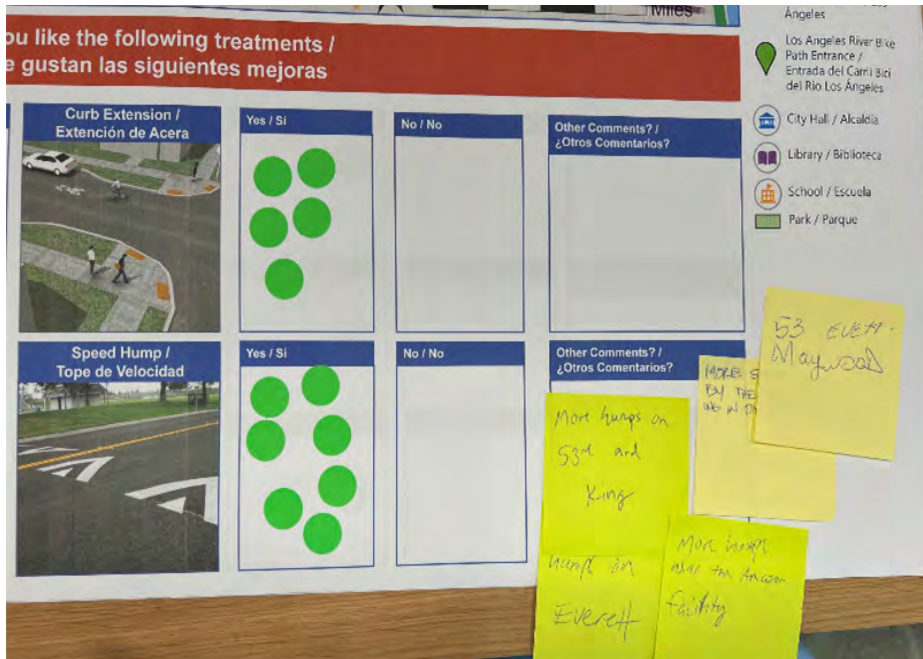


PMJ and EA Staff engaging event attendees

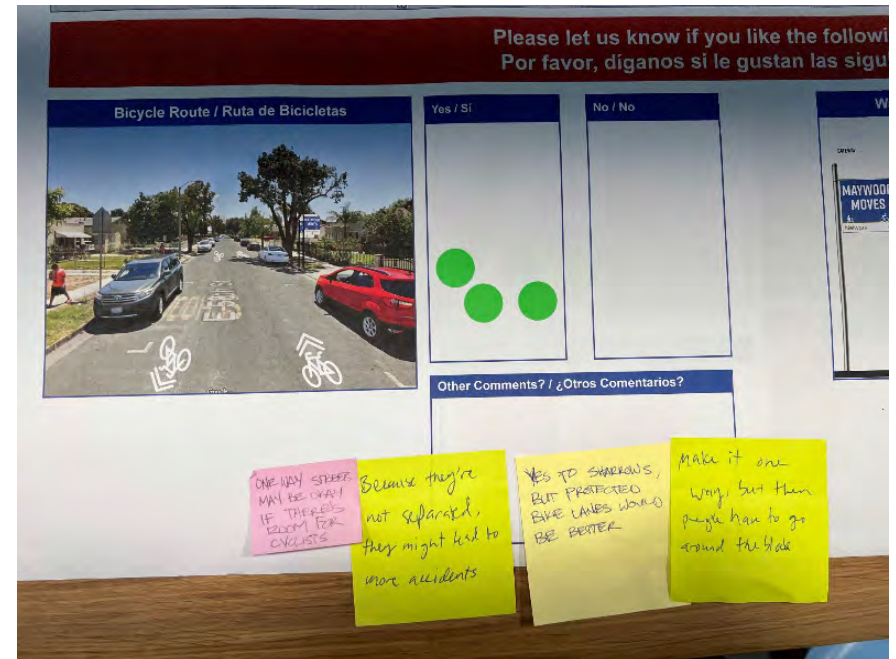
Mobile Food Pantry at the YMCA (August 2023)

Attendees participated in an engagement exercise by voting “Yes”, “No”, or sharing other opinions about the proposed treatments. Facilitators from EA introduced treatments on poster boards and survey packets to participants, and then asked participants’ opinions about those treatments.

Turnout was lower than the Backpack and School Supply Distribution event, and most participants were older monolingual Spanish speakers. Community members were overwhelmingly supportive of more speed humps and high visibility crosswalks. They expressed concern around speeding vehicles, and we received many suggestions related to intersections and streets that could benefit from improvements. Because participants were engaged as they moved up in line, more participants took surveys (versus voting on poster boards).



Feedback from Mobile Food Pantry attendees on bicycle routes



Feedback from Mobile Food Pantry attendees on curb extensions and speed humps

Community Charrette #2 at Fishburn Avenue Elementary School (October 2023)

EA Staff coordinated with Fishburn Avenue Elementary School Principal, Antonio Garcia, to collect feedback from parents, students, and members of the public during student afternoon pick-up. They explained the various proposed treatments on multiple poster boards and participants were asked to indicate whether or not they felt the recommendations would be beneficial to the community. Participants also had the option to provide general comments and feedback, which were recorded on the poster boards.

Participants provided strong support for all proposed treatments, especially for roadway treatments designed to slow down cars on residential streets where speeding is a chronic issues. A handful of parents shared that they would also appreciate crossing guards at Slauson Avenue and Fishburn Avenue to help parents and students safety cross Slauson Avenue during drop-off and pick-up times.



EA Staff listens to feedback from Fishburn Ave Elementary School parents during student pick-up



EA Staff guides a parent through the various proposed pedestrian and bike safety treatments around the city

Maywood ATP Community Advisory Committee

A Community Advisory Committee (CAC) was established to satisfy Task 2.1 as outlined in the Project Scope to help guide the project team better understand the people of Maywood, their transportation needs, and how to prioritize potential treatments. KOA and EA coordinated a committee of six community ambassadors and scheduled two meetings throughout the course of the project to consult their feedback.

- Roberto Bustillo - Communities for a Better Environment
- Antonio Garcia - Fishburn Elementary School Principal
- Alberto Espiricueta - East Yard Communities
- William Downing - Los Angeles Unified School District (LAUSD)
- Andrea Aguilar - Southeast Rio Vista YMCA
- Eric Maceda - Rivers for Action

First Maywood ATP CAC Meeting

The first Maywood ATP CAC meeting took place on January 30, 2022, from 4pm to 5pm over Zoom. EA facilitated this meeting with assistance from KOA to present its initial technical findings. The meeting agenda was as follows:

- **Welcome & Introductions**
- **Overview of the Project and Role of the Advisory Committee**
- **Existing Conditions Overview**
- **Discussion: Areas of Concern in the City**
- **Next Steps & Open Comment**
- **Adjourn**

Committee members participated in two different exercises: (1) giving feedback and reactions to the existing conditions memo and (2) discussing areas of concern around the city via Jamboard. Reactions and feedback from committee members were related to general perceptions of safety, safety around schools, bicycle safety, and pedestrian safety & accessibility.

General Perceptions of Safety

The number of traffic incidents around Maywood is alarming to some, and generally has contributed to the perception that Maywood's streets can be unsafe. Around Slauson and Fishburn, families have raised concerns around personal safety. The lack of lighting around Fishburn's school site makes community members who walk feel especially unsafe. On the other hand, some people enjoy walking around the school and consider the area to be safer than other areas (including local parks) where gang activities are common.

Safety Around Schools

Traffic around schools can get chaotic during the afternoon pickup window, but many schools do not have volunteers/crossing guards to direct traffic during those times. Crossing guards have helped with traffic management around schools, particularly by managing the flow of car, bike, and pedestrian traffic around elementary and middle schools during pick-up & drop-off times.

Bicycle Safety

Protected bike lanes could help increase commuter safety, particularly when crossing high traffic and conflict zone areas like the train tracks on Atlantic Boulevard. The lack of bike lanes could alleviate the issue of folks riding bikes in the opposite direction of traffic or on the sidewalk, which brings cyclists into conflict with cars or pedestrians.

Pedestrian Safety & Accessibility

Crossing guards and infrastructure that prioritizes pedestrian safety would make people feel more comfortable walking around Maywood. Among vulnerable road users, those that are older and have accessibility needs feel particularly unsafe. Elderly folks are not being given a long enough walk signal at large intersections like Slauson and Atlantic, and other intersections struggle with accommodating differently abled pedestrians.

Second Maywood ATP CAC Meeting

The second Maywood ATP CAC meeting took place on July 31, 2023, from 4pm to 5pm over Zoom. EA facilitated the presentation with assistance from KOA to present its initial list of potential active transportation treatments. Staff from the City of Maywood were also in attendance to observe CAC feedback. The meeting agenda was as follows:

- **Welcome & Meeting Goals**
- **Recap of Project Timeline**
- **Presentation of Recommendations**
- **Open Comment**
- **Next Steps & Wrap-Up**
- **Adjourn**

Community members provided feedback on the presentation of recommendations in the form of a Jamboard session. The proposed interventions seemed to resonate with members, with a few folks asking additional questions.

Members felt that concerns around accessibility and elder-friendly design were addressed with leading pedestrian intervals and other parts of the plan. One member appreciated the speed humps for Fishburn Avenue Elementary and Loma Vista Avenue Elementary. Another shared that wayfinding signs in English and Spanish would be helpful.

Some questions that were raised after hearing the presentation that were addressed in part by the KOA team, which included:

- **Will there be safety improvements on Slauson?**
 - The Maywood ATP project staff did look at Slauson and Atlantic. The proposal is to provide bicycle and pedestrian improvements along parallel corridors. In the report, they will include that the city should improve their exploration of alternative corridors.
- **Any opportunity to include a driver education campaign to make drivers aware of cyclist and pedestrian rights?**
 - There are plans to increase signage through wayfinding and fairs are available for City-run public campaigns

5

CHAPTER RECOMMENDATIONS

HOW DID YOU GET HERE TODAY?
¿CÓMO LLEGÓ HOY?

INSTRUCTIONS:
PLEASE PLACE A STICKER ON WHICH MODE OF TRANSPORTATION YOU USED TO GET HERE TO

INSTRUCCIONES:
POR FAVOR PONGA UNA PEGATINA PARA INDICAR QUÉ MEDIO DE TRANSPORTE UTILIZÓ USTED PARA LLEGAR AQUÍ HOY

0 RESIDENT
DE MAYWOOD

MAYWOOD VISITOR
VISITANTE DE MAYWOOD

WALK
CAMINANDO

BICYCLE
BICICLETA

5

active transportation plan
**MAYWOOD
MOVES**

AREAS OF
LUGARES DE

Map showing streets and locations in Maywood, including Fruitland Avenue, Central Avenue, and Bath Street.

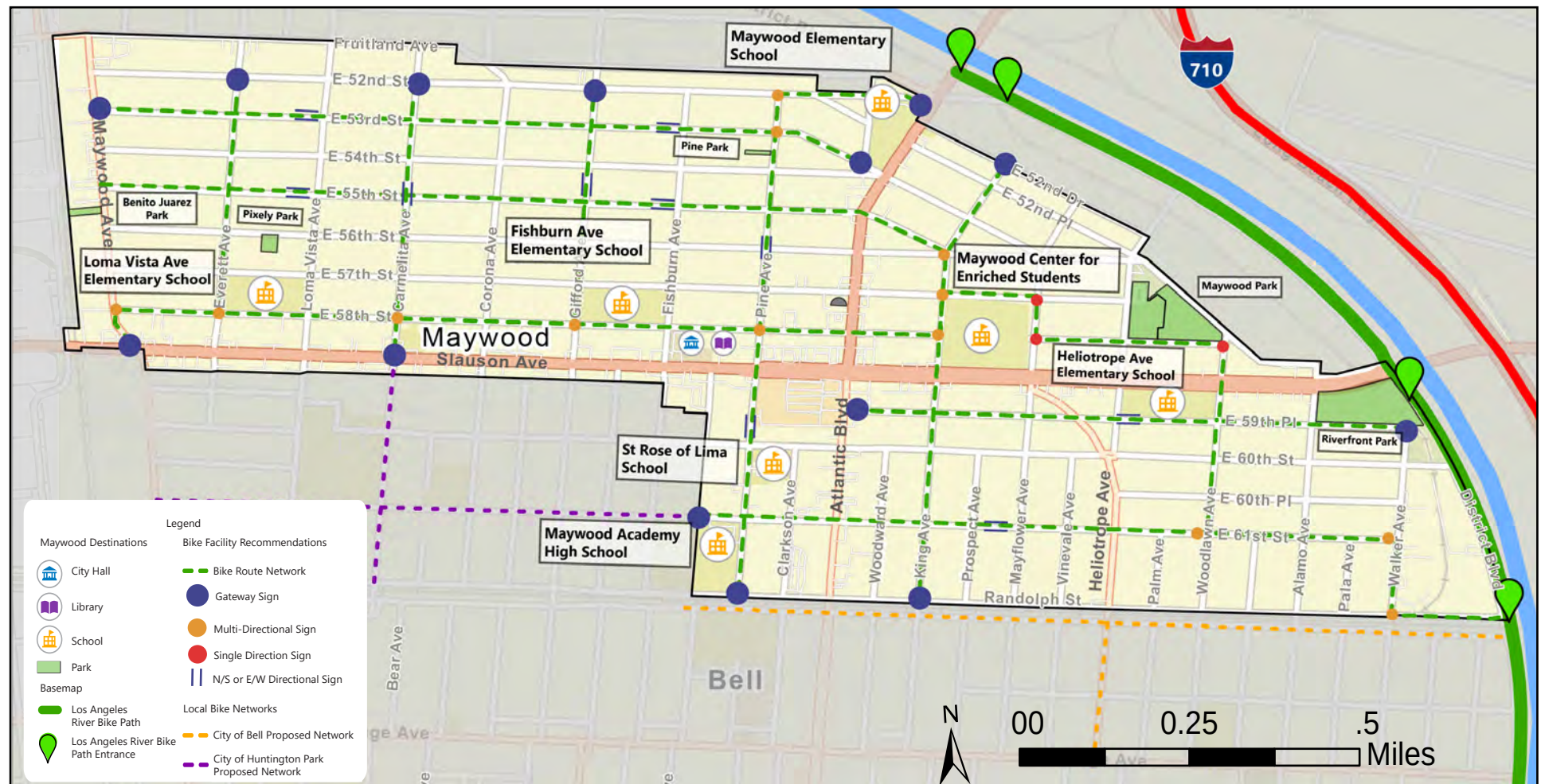
This chapter identifies recommended citywide bicycle and pedestrian-network treatments. Treatment recommendations were informed after conducting an in-depth level of traffic stress analysis which observed a combination of variables including street traffic volume, crash history, and street width to identify candidate segments and intersections in most need of safety improvements (**Appendix A**).

The projects outlined here will provide the City with a comprehensive list of treatments that will play a major role in closing gaps, addressing existing deficiencies, and provide entirely new non-motorized treatments. The facility implementation for each has no specific time frame as available funding is generally limited. However, in later chapters, the report will guide implementation by ranking all projects, by corridor or general proximity. This will provide the City with a framework where several elements of the ATP can be earmarked for implementation or used in funding applications.

Bike Network Facility Recommendations

The City and project team proposed a series of bicycle facilities with the goal of better connecting destinations within and outside the city. The goal was to create facilities where they do not exist and expand connections to existing high-quality facilities, such as the regional bicycle paths along the Los Angeles River.

FIGURE 15: PROPOSED BICYCLE NETWORK AND WAYFINDING FACILITY IMPROVEMENTS



Class III: Bicycle Routes

Bicycle routes are in-road bicycle facilities that share the travel lane with vehicles. They are typically installed along low-speed, locally-serving streets that do not experience high vehicle speeds or extensive traffic. The main role of such facilities is to provide additional gap closures and connections to bicycle facilities or destinations along roadways where bicyclists can safely and comfortably share the road with vehicles. Typical best practices recommend that such facilities be accompanied by traffic-calming measures, such as speed humps and signage, to maintain low vehicle speeds.

Shared Lane pavement Markings (also referred to as Sharrows) are usually installed along these routes to signify the bicycle route. The pavement markings provide motorists with a visual cue that bicyclists can take the lane.

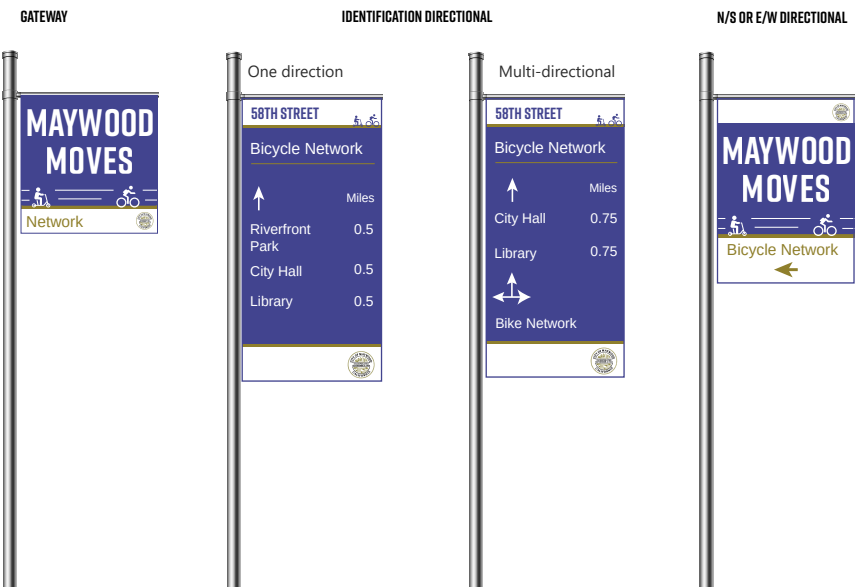
For the Maywood ATP, bicycle routes were the main option considered for the City's proposed bike network. Maywood's narrow residential streets and restrictions on Slauson Avenue and Atlantic Boulevard did not provide the necessary width clearance to safely install protected bike lane and dedicated bike paths in Maywood. The proposed bike routes are recommended on streets with lower traffic volumes and vehicle speeds – mostly focused along residential streets parallel to high volume corridors and that connect to schools, parks, and other regional and local bike networks.



Bicycle Route & Wayfinding Signage, Source: NACTO

Network Wayfinding

Another major goal of the Maywood ATP is to connect bicycle users to destinations within the City and to those in neighboring jurisdictions. One way to provide further local and regional access to bicyclists is by installing wayfinding signage along the proposed bicycle network at both mid-block and at key intersections. Wayfinding signage helps augment bike networks by providing both cyclists and pedestrians directions to key destinations, directing foot and bike traffic away from busy corridors to calmer residential streets, and deterring speeding by using visual cues for drivers to slow down and share the road.

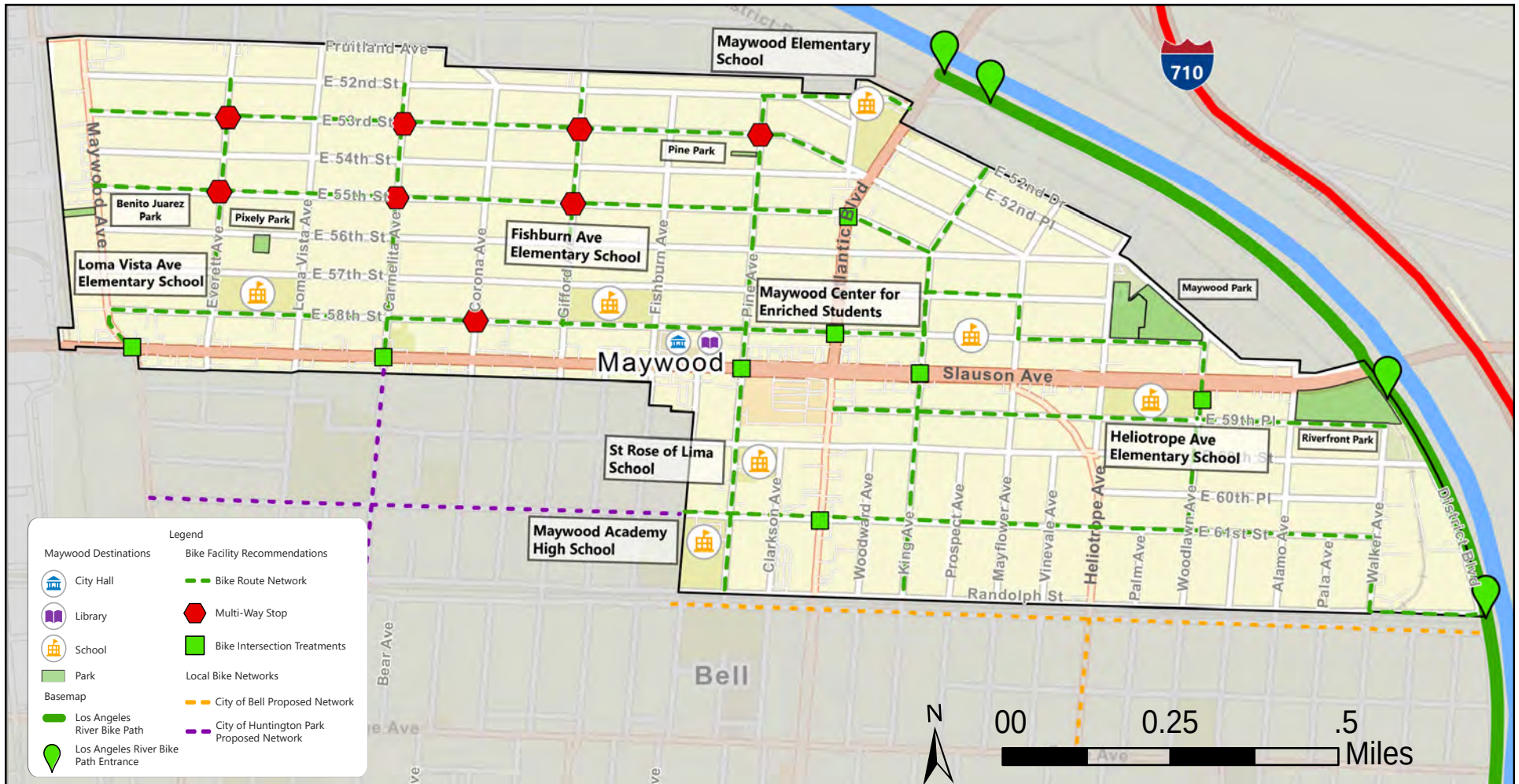


Rendering of potential Maywood Moves wayfinding signage

Bicycle Intersection Facility Recommendations

The projects included in this chapter are newly recommended bicycle facilities, as the City currently does not have any existing bicycle facilities installed at signalized intersections. Recommended projects are presented in the following pages and are organized by facility type. The accompanying map (**Figure 16**) identifies all facility types, their location, and extent.

FIGURE 16: PROPOSED BICYCLE INTERSECTION FACILITY IMPROVEMENTS



Bike Crossing Treatments

Slauson Avenue and Atlantic Boulevard are high-speed, high-volume corridors that also serve as critical truck routes that run through the heart of Maywood. Eight intersections along these two corridors were identified to install a combination of bike intersection treatments to enhance the safety, comfortability, and convenience of cyclists along the proposed Bike Route Network. The current configuration of these intersection provides little to no guidance or assistance for cyclists sharing the road with vehicles, which can dissuade some residents from using a bike to complete short, local trips.

Bicycle Push Buttons, clearly marked Bike Loop Detectors, and Bike Intersection Signage were recommended as bike intersection safety treatments to enhance the proposed Bike Route Network. These elements help improve cyclist safety by establishing specific locations for bikes to wait and request green lights without cluttering walkways.



Bicycle Push Button, Source: NACTO



Bike Loop Detector, Source: NACTO



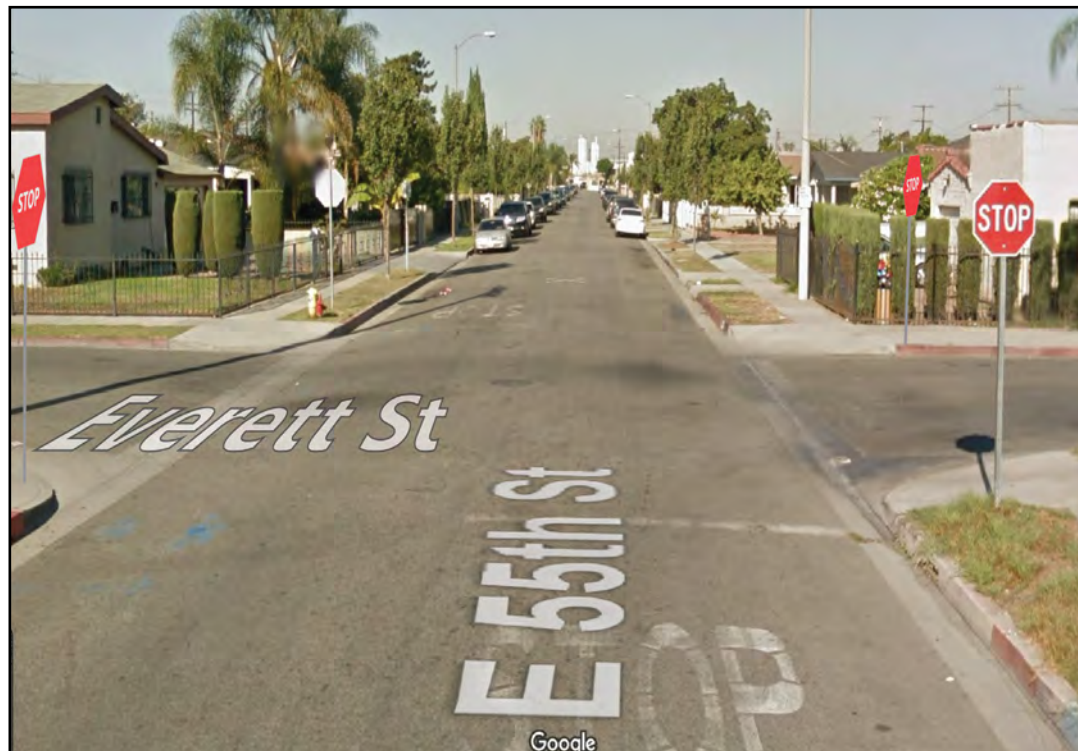
Bike Intersection Signage, Source: NACTO

Multi-Way Stops

Although Maywood has an extensive network of narrow residential streets, there are a handful of conflict zones at key intersections along the proposed Bike Route network. Eight intersections were identified in which traffic moving east/west is required to stop and yield before crossing, while traffic moving north/south is allowed to travel straight through without having to stop. This current configuration places an additional layer of stress on all users traveling in the east/west direction by having to anticipate oncoming traffic from the north/south and increases the chances of potential collisions.

Multi-Way Stops can be used as an effective traffic calming element to enhance the proposed Bike Route Network. When all traffic stops at an intersection, cyclists, pedestrians, and motorists alike are able to safely navigate unsignalized intersections. Additionally, Multi-Way Stops help mitigate speeding - a key concern raised by Maywood residents during community outreach. These treatments help reinforce selected streets as dedicated Bike Routes that make riding a bike a more convenient and enjoyable experience.

Traffic counts and collision history studies were collected at each identified intersection to determine if Multi-Way Stops were warranted according to MUTCD criteria. All eight locations did not meet the minimum required collision and traffic volumes. However, MUTCD guidelines for Multi-Way Stops also provide additional optional criteria. Section 2B.07 Option D states that “An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection” can also be considered in an engineering study to determine if a Multi-Way Stop is warranted at an intersection. The Maywood ATP recommends that a future engineering study be conducted to determine that these treatments are warranted, meet local and state guidelines, and do not significantly impact neighborhood traffic flow.



Rendering of potential Multi-Way Stop at intersection of 55th St & Everett St, Source: KOA



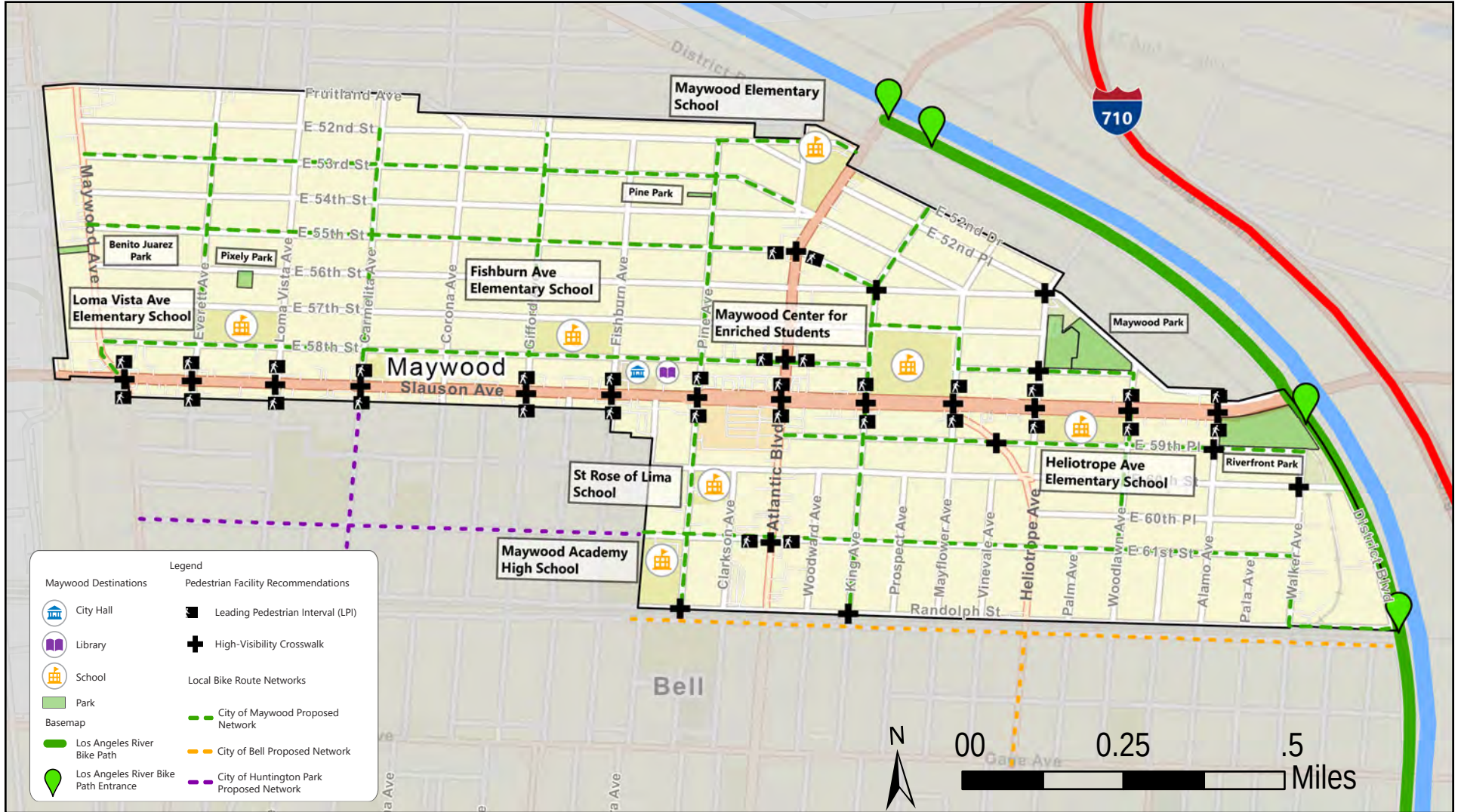
Pedestrian Facility Recommendations

As part of the Plan development process, the City and project team outlined pedestrian-oriented treatments that will improve existing pedestrian facilities to make Maywood a more comfortable and safer place to walk. Currently, the City has an extensive supply of sidewalks along its major arterials and residential streets. Community outreach identified that speeding and unsafe crossings are a major issue. As such, the Plan focused on the following enhancements:

- Enhance the pedestrian experience by installing Leading Pedestrian Interval (LPI) treatments at key signalized intersections along Slauson Avenue and Atlantic Boulevard to give residents more time to comfortably and safely cross high volume corridors
- Improve pedestrian safety by re striping existing crosswalks with High Visibility Crosswalks at key signalized intersections along Slauson Avenue and Atlantic Boulevard to make pedestrians more visible to motorists from farther away compared to traditional crosswalks

Recommended projects are presented in the following pages and are organized by facility type. The accompanying map (**Figure 17**) identifies all facility types, their location, and extent.

FIGURE 17: PROPOSED PEDESTRIAN INTERSECTION FACILITY IMPROVEMENT



Leading Pedestrian Intervals

According to community feedback, many residents indicated that they feel they do not have enough time to cross Slauson Avenue and Atlantic Boulevard, especially older residents. On average, pedestrians are required to walk 70 to 80 ft between four to five lanes of traffic to get from one side of the street to the other. These long crossing distances place pedestrians and cyclists at risk when trying to cross these major corridors. Additionally, the majority of pedestrian collisions in Maywood occur while a pedestrian is crossing the street at an intersection.

LPI treatments help provide pedestrians with additional time to safely cross the street before traffic begins to move at an intersection. These devices typically provide between 3-7 seconds of extra time dedicated to walkers before the signal turns green. The Maywood ATP recommends installing LPI devices at all signalized intersections along Slauson Avenue for north/south approaches only and all signalized intersections along Atlantic Boulevard for east/west approaches only. That way, pedestrians are granted the benefit of additional crossing time for the longest crossing distances and vehicle wait time for traffic traveling along the two corridors remains largely unaffected.

High Visibility Crosswalks

According to Maywood collision data, the most frequent pedestrian action at the time of a vehicle collision is when someone is crossing the street at an intersection.

High Visibility Crosswalks provide motorists with more defined visual cues that they are approaching a dedicated crossing facility, providing pedestrians with an extra layer of safety and peace of mind while crossing the street. These treatments pair well with LPI devices because they can be seen by drivers from further distances away to provide ample time to slowdown as they approach an intersection. The Maywood ATP recommends installing High Visibility Crosswalks at all signalized intersections along Slauson Avenue and Atlantic Boulevard, as well as other key unsignalized intersections with more than four approaches or near popular community activity hubs such as the local YMCA and Riverfront Park.



Example of LPI indicating pedestrians to cross before traffic is allowed to move



Rendering of potential High Visibility Crosswalk at intersection of Slauson Ave & Pine Ave



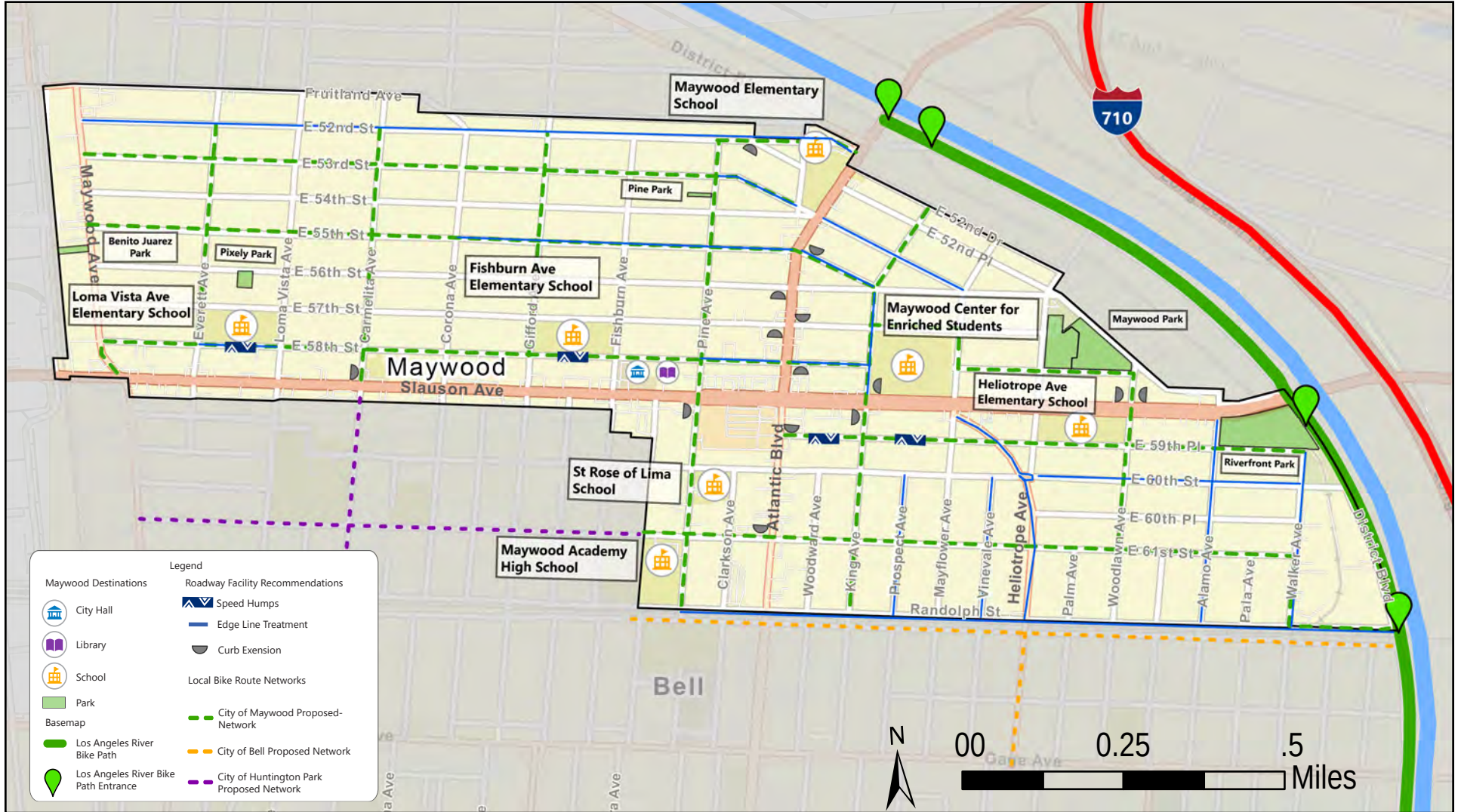
Roadway Facility Recommendations

As part of the Maywood ATP development process, the City and project team outlined street-oriented treatments that will help reduce speeding to make Maywood a more comfortable and safer place to walk and bike alongside traffic. Currently, the City has an extensive network of narrow residential streets with low posted speed limits. However, community outreach identified speeding as one of the most prominent hazards pedestrians and cyclists experience. As such, the Plan focused on the following enhancements:

- Reduce speeding on neighborhood streets by installing speed humps on streets located on the proposed bicycle route network, especially near sensitive uses such as schools
- Reduce speeding on neighborhood streets by installing edge line treatments on wide residential roads to minimize the total width of the road to discourage fast driving
- Reduce speeding on neighborhood streets by bumping out the curb on key intersections along Slauson Avenue and Atlantic Boulevard to slow cars down as they enter narrower residential streets on the proposed bicycle route network

Recommended projects are presented in the following pages and are organized by facility type. The accompanying map (Figure 18) identifies all facility types, their location, and extent.

FIGURE 18: PROPOSED ROADWAY FACILITY IMPROVEMENTS



Speed Humps

According to community feedback, residents indicated that they feel speeding on neighborhood streets is a major issue especially around schools like Fishburn Avenue Elementary School.

Speed Humps provide a solution to slow cars down while also providing minimal impacts to cyclists also using the same roadway. The Maywood ATP recommends that a future engineering study be conducted to determine if installing Speed Humps at the proposed locations is warranted according to the city's Speed Hump Policy and will not significantly impact residential traffic flow. These streets were identified as having chronic speeding issues and are located near local schools where many children walk. The proposed locations are located along the Proposed Maywood Bike Route Network, would provide additional safety benefits to cyclists, and are not on existing dedicated truck or transit routes.

Edge Line Treatment

Edge Line Treatments also help address the issue of speeding by creating minimally invasive visual cues to narrow the width of the street for drivers and reducing the street space dedicated for vehicle traffic. The Maywood ATP recommends that a future engineering study be conducted to determine if Edge Line Treatments are warranted at the proposed street segments and not significantly impact residential traffic flow. Many of these segments were identified along streets where speeding is common, near sensitive uses like schools, and along on Maywood's widest residential streets.



Example of potential Speed Cushion treatment



Rendering of potential Edge Line Treatment along 55th St

Curb Extensions

To further reduce speeding on residential streets, the Maywood ATP recommends a future engineering study be conducted to determine if Curb Extensions along key intersections along Slauson Avenue and Atlantic Boulevard are warranted and will not significantly impact traffic along Slauson Avenue and Atlantic Boulevard. Curb Extensions help slow down cars as they enter a specific approach at an intersection and are typically used to slow down cars as they travel from high-volume, high-speed streets to slower, narrower residential streets. The proposed treatment locations illustrated in **Figure 18** are located along key intersections along the proposed Maywood Bike Route Network and on streets known for speeding. The goal of this treatment would be to



Example of potential Speed Cushion treatment

Regional Connectivity Recommendations

As part of the Maywood ATMP development process, the City and project team outlined street-oriented treatments that will help improve walk and bike connectivity to neighboring jurisdictions and the Los Angeles River Bicycle Trail. Currently, the City has few comfortable options for pedestrians and cyclists traveling from Maywood to Huntington Park, Vernon, and the Los Angeles River. As such, the Plan focused on the following enhancements to improve connections to those areas.

FIGURE 19: EXISTING CONDITIONS AT SLAUSON AVENUE & MAYWOOD AVENUE



FIGURE 20: PROPOSED REGIONAL CONNECTIVITY IMPROVEMENTS AT SLAUSON AVENUE & MAYWOOD AVENUE



The proposed changes at the intersection of Slauson Avenue & Maywood Avenue are designed to provide pedestrians with safer connections between Maywood, the City of Huntington Park. This regional connectivity project would remove the dedicated right turn lane on the southern approach of Slauson Avenue & Maywood Avenue and replace it with additional waiting space for pedestrians to create a more welcoming entrance from Maywood's southwest border. The Maywood ATP recommends that a detailed engineering study be conducted in partnership with the City of Huntington Park to determine if this project is warranted, complies with existing state and local guidelines, and does not significantly impact traffic along Slauson Avenue.

FIGURE 21: EXISTING CONDITIONS AT DISTRICT BOULEVARD & ATLANTIC BOULEVARD



FIGURE 22: PROPOSED REGIONAL CONNECTIVITY IMPROVEMENTS AT DISTRICT BOULEVARD & ATLANTIC BOULEVARD



The proposed changes at the intersection of District Boulevard & Atlantic Boulevard are designed to provide cyclists and pedestrians with safer connections between Maywood, the City of Vernon and the Los Angeles River Bicycle Trail. This regional connectivity project would:

- Re stripe the existing crosswalks on the southern and eastern approaches of District Boulevard & Atlantic Boulevard to improve pedestrian visibility
- Install a new high visibility crosswalk on the eastern approach of 52nd St & Atlantic Boulevard to improve pedestrian visibility
- Remove the exclusive right turn lane on the eastern approach of District Boulevard & Atlantic Boulevard to provide more space for cyclists and pedestrians
- Extend curb space on the southwest corner of District Boulevard & Atlantic Boulevard to reduce the total crossing distance for cyclists and pedestrians
- Install a dedicated bike lane from 52nd Street to the southeast corner of District Boulevard & Atlantic Boulevard to provide cyclists with safer connections to and from the proposed Maywood Bike Network

The Maywood ATP recommends that a detailed engineering study be conducted in partnership with the City of Vernon to determine if this project is warranted, complies with existing state and local guidelines, and does not significantly impact traffic along Atlantic Boulevard.



Non-Infrastructure Recommendations

The City and project team also outlined a series of programs to accompany the list of physical infrastructure treatments. The goal of these programs is to help shift away from the existing vehicle-centric transportation behavior in Maywood by:

- Familiarizing residents to the new active transportation infrastructure changes to their community
- Encouraging residents to explore using active transportation modes in their regular routines
- Educating residents on how to safely walk, bike, and drive throughout Maywood's street network

Encouragement and Safety Programs

Encouragement programs are a form of transportation demand management (TDM) as it relates to active transportation. Increased familiarity with active transportation might have positive impacts on active transportation uses within the City and region. The following programs can be organized and deployed to spur new demand for active transit modes in Maywood.

Citywide Bike Map

Maps with bicycle routes serve as an encouragement and educational tool. As recreational and utilitarian riders alike seek optimal routes throughout the City a bike map can encourage and facilitate this process in a positive way. These maps can be distributed at public facilities throughout the City, at local bike shops, as well as on key intersections along the proposed bike network. These maps can also be made available for download on the City website.

Network Wayfinding

Another tool to encourage more active transportation trips is to install wayfinding signage along the proposed bicycle network at both mid-block and at key intersections. Wayfinding signage help augment physical bike networks by providing cyclists and pedestrians directions to key destinations, and provide motorists with additional visual cues to slow down and share the road. Directional signage at the neighborhood level helps residents, employees, and students better understand how to connect with nearby destinations by foot or bike and help support first last mile connectivity.

Suggested Routes to School Maps

In addition to Citywide Bike Maps, the City of Maywood can explore developing informational maps that show the boundaries of each school and identify suggested routes for parents and students to safely walk or bike to school.

Walking School Bus/Bicycle Trains

Walking school buses and bicycle trains are organized walking and bicycling groups, respectively, where adults “pick up” walkers and bicyclists along specific routes to school at specific locations. This way, children are supervised during their travel to school and are taught how to safely travel via alternative travel modes from a young age.

Senior Walking Clubs

Senior walking clubs can be organized to encourage seniors to walk in groups and exercise at a pace and location comfortable to the participants. Walking clubs help seniors connect with others who share similar schedules and hobbies.

Bike to Work Day

Bike to Work Day, held in May, is a nation-wide event that encourages biking to work. The City of Maywood can encourage residents, employers, and students to participate in Bike to Work Day. Rallies can be held to promote bicycling and highlight new or improved bikeways within the City. Local bike shops can organize booths to teach people about bike equipment, safety, and maintenance. City staff can consider supplementary “Bike to Work Day” events throughout the year.

Conduct Surveys

The success of various bicycling and walking programs as well as bicycle facilities can be measured by public surveys. Surveys can be distributed every few years to determine if public perceptions or behaviors have changed over a certain period – or if efforts need to be redirected. Questions can build off those used during the second community outreach survey or structured around project-specific feedback goals.

Education Programs

Educational programs for all roadway users can help prevent potential collisions. Possible program partnerships between the city, the school district, parent teacher organizations, community leaders, and organizations are outlined below:

Community and Parent Workshops

Community and parent workshops are provided by the City's Public Safety and Planning Division to engage the community on the importance and the benefits of bicycle and pedestrian safety. Workshops address concerns of traffic speed and traffic volume around schools, identify the benefits of bicycling, and encourage parents to allow their children to bike and walk to school.

Community Bicycle Helmet Program

The City's Public Safety officers and staff educate the community on the proper use and fit of bicycle helmets. Public Safety staff provides inspections at community events to ensure that helmets fit properly. Studies of children and adolescents aged four to eighteen years found that 96% of helmets were incorrectly fitted. This program would support the distribution of helmets to students and community members participating in bicycle rodeos.

Student Workshops, Assemblies and Rodeos

Maywood's Public Safety Department in conjunction with Drug Abuse Resistance Education (D.A.R.E), provide elementary and middle schools with student workshops and assemblies. Officers emphasize smart routes to bicycle safety, the do's and don'ts, measures to protect against theft, and participate in riding them to school as a chaperone. D.A.R.E officers explain bicycle safety and helmet law to 5th-grade curriculum. Middle school programs build upon the elementary program, include more involved and interactive experiences. Students are given bicycle license applications and D.A.R.E. officers make themselves available on a specified school day to register bicycles and talk to students. The program establishes positive relationships between students and law enforcement, teachers, parents, and other community leaders.



6

CHAPTER
NEXT STEPS



Project Prioritization

The prioritization analysis provides guidance to the City of Maywood and other agencies as to which projects will provide the greatest potential benefit to citywide mobility.

While higher ranking projects should generally be implemented before lower ranking ones, the City may choose to advance specific projects for other interests or as funds become available. Additional analyses should be conducted periodically to account for any significant changes in the local population, the environment, and the transportation network.

In order to ease prioritization and implementation, the Maywood ATP has structured all proposed improvements by the street. This allows the City to package streets and the bicycle and pedestrian improvements located along them as separate “mini-projects” that can then be used to submit for funding.

The project prioritization model was developed with considerations to four key categories:

The project prioritization model was developed with considerations to four key categories:

- Need and Equity – Measures each project's impact on the most vulnerable members of the community
- Safety – Evaluates a project's potential impact on walking and bicycling safety in the City
- Community Support – Considers the level of community support for each project
- Network Connectivity – Quantifies each project's potential impact on walking and bicycling behaviors in the City and connections to local and regional attractors

The specific measures for each category are shown in **Table 12**. Weighting factors were adjusted to provide higher prioritization on some criteria than others based on safety, community input, and general consistency with the ATP goals. The assigned weights determine an overall cumulative score that balances benefits to potential users and overall implementation feasibility.

The prioritization scores and ranking table (**Table 13**) provides a list of the prioritized projects and a breakdown of each cumulative score by ranking criteria.

TABLE 12: PROJECT PRIORITIZATION CRITERIA MATRIX

Group	Category	Description	Weight	Category Weight
Need and Equity	Commute by Walk	Percentage of households within a 200 ft area of the corridor that primarily commute by foot. Source: 2020 ACS estimates.	5	25
	Low Vehicle Access	Percentage of households that have no vehicles available within a 200 ft area of each corridor. Source: 2020 ACS estimates	5	
	Commute by Bike	Percentage of households within 200 ft area of each corridor that primarily commute by bike. Source: 2020 ACS estimates.	5	
	Commute by Transit	Percentage of households within 200 ft area of each corridor according that primarily commute by taking public transit. Source: 2020 ACS estimates.	5	
	Median Household Income	The average median household income for the 200 ft surrounding each corridor. Source: 2020 ACS estimates.	5	
Safety	Bicycle and Pedestrian Collisions	The total count of bicycle and pedestrian- involved collisions within a 200 ft area of each corridor. Source: TIMS, years 2017 - 2021.	35	35
Community Feedback	Areas of Concern	Street segments identified by residents as unsafe for walking, biking and accessing public transit from Community Feedback and collected feedback from first two community touch points.	25	25
Network Connectivity	Potential Pedestrian Use	The total number of residents living within a 200 ft of each corridor. Source: 2020 ACS estimates.	5	15
	Transit Accessibility	The count of local and regional stops located within a 200 ft area of each corridor.	5	
	Nearby Attractors	The count of local and regional stops located within a 200 ft area of each corridor.	5	

Total Score 100 100

TABLE 13: PROJECT RANKINGS BY CORRIDOR

Corridor Name	Median Household Income	Percentage of Workers Over 16 Commute by Bike	Percentage of Workers Over 16 Commute by Walking	Percentage of Workers Over 16 Commute by Public Transit	Percentage of Households with Zero Vehicle Access	Census Block Population	Total Bike and Ped Collisions Per Corridor	Total Nearby Attractors	Total Transit Stops	Community Input	Total Score
Slauson Ave	2.76	2.83	0.85	2.53	3.07	2.41	35.00	5.00	5.00	25.00	84.44
Pine Ave	3.66	2.47	2.06	0.72	5.00	0.97	12.89	3.00	0.31	25.00	56.09
Atlantic Blvd	2.76	1.37	0.72	1.55	4.14	2.20	20.26	2.50	1.09	14.29	50.89
53rd St	4.66	2.71	4.21	3.82	3.83	3.13	3.68	1.00	0.31	21.43	48.78
Carmelita Ave	4.56	5.00	2.56	4.95	3.66	3.79	1.84	0.50	0.47	21.43	48.76
58th St	2.94	3.10	0.64	3.06	3.41	2.66	3.68	3.50	0.16	25.00	48.14
Gifford Ave	3.40	4.98	3.09	5.00	3.70	3.70	0.00	0.50	0.00	21.43	45.80
52nd St	3.25	3.18	5.00	3.69	3.48	3.10	0.00	0.50	0.31	21.43	43.94
55th St	5.00	3.08	2.86	3.69	3.79	2.97	0.00	0.00	0.47	21.43	43.29
Everett Ave	4.31	2.29	3.02	3.74	3.06	3.57	0.00	0.50	0.16	14.29	34.94
King Ave	2.33	0.58	0.08	2.80	2.59	2.77	0.00	0.50	0.47	17.86	29.98
59th Pl	3.23	3.02	1.51	1.59	1.31	3.64	3.68	4.00	0.16	0.00	22.13
61st St	3.19	3.04	1.46	1.09	1.54	3.18	0.00	1.00	0.16	7.14	21.80
Woodlawn Ave	4.50	4.96	2.66	0.39	0.02	3.73	0.00	1.00	0.31	3.57	21.14
Alamo Ave	2.96	4.73	2.52	0.32	0.00	4.68	0.00	1.00	1.25	3.57	21.04
Heliotrope Circle	2.19	0.88	0.25	2.89	2.57	1.60	3.68	1.00	0.31	3.57	18.94
Maywood Ave	0.95	0.00	2.50	2.09	2.10	0.00	0.00	0.00	0.31	10.71	18.65
57th St	1.04	0.00	0.00	3.48	3.81	2.38	0.00	0.50	0.16	7.14	18.50
60th St	3.89	4.94	2.64	0.52	0.08	4.64	0.00	1.50	0.16	0.00	18.37
Walker Ave	2.80	4.78	2.54	0.33	0.00	5.00	0.00	1.00	0.16	0.00	16.61
Mayflower Ave	1.04	0.00	0.00	3.48	3.81	2.38	0.00	0.50	0.00	3.57	14.77
Randolph St	0.00	1.79	0.65	0.00	0.49	0.28	5.53	1.50	0.31	3.57	14.12
Prospect Ave	2.73	1.35	0.22	2.21	1.26	4.14	0.00	0.00	0.00	0.00	11.90
Heliotrope Ave	3.63	2.91	1.27	1.36	0.69	1.43	0.00	0.00	0.00	0.00	11.29
Vinevale Ave	2.74	1.36	0.22	2.21	1.26	0.20	0.00	0.00	0.00	0.00	7.99

Cost Estimates

Unit costs for planning cost estimates are derived from KOA's extensive experience in providing engineering services to communities across Southern California.

Cost assumptions include considerations for design, environmental, construction management, mobilization, and traffic control in order to provide as accurate of a cost for implementation as possible. While other project-specific factors such as grading, acquisition costs, or landscaping may increase the actual cost of construction, an additional 25 percent contingency has been added to each project to account for these factors that may arise during the design phase.

Table 13 provides projected total cost for each street to install all proposed treatments along that street. For example, the Grand Total for 58th Street includes all projected costs to implement the Speed Humps, Multi-Way Stops, High Visibility Crosswalks, Bike Route segments, and Edgeline Treatments outlined in **Chapter 5** that would be located along the street. Project costs are estimated to reflect the actual cost of construction as accurately as possible, based on 2023 dollars. As the City pursues funding for these projects, it should be noted that construction costs may fluctuate based on when funding actually becomes available.

TABLE 14: PROJECT COST ESTIMATE SUMMARY BY CORRIDOR

Corridor	Grand Total
Atlantic Blvd	\$ 2,757,049
Slauson Ave	\$ 2,630,598
52nd St	\$ 383,236
58th St	\$ 197,304
53rd St	\$ 186,302
59th Pl	\$ 167,122
Randolph St	\$ 114,436
King Ave	\$ 76,345
55th St	\$ 75,025
60th St	\$ 71,461
Wayfinding Program	\$ 40,870
Alamo Ave	\$ 39,950
Walker Ave	\$ 34,073
Pine Ave	\$ 29,986
Heliotrope Ave	\$ 26,872
Prospect Ave	\$ 26,872
Vinevale Ave	\$ 26,913
Heliotrope Circle	\$ 15,939
Carmelita Ave	\$ 8,035
61st St	\$ 7,896
Everett Ave	\$ 7,471
Gifford Ave	\$ 7,471
Woodlawn Ave	\$ 2,820
57th St	\$ 846
Mayflower Ave	\$ 564
Maywood Ave	\$ 564
TOTAL	\$ 6,936,021



APPENDIX A: LEVEL OF TRAFFIC STRESS ANALYSIS

LEVEL OF TRAFFIC STRESS AND LEVEL OF COMFORT ANALYSIS

Background:

Bicycle Level of Traffic Stress (LTS) and pedestrian Level of Comfort (LOC) analyses are the transportation industry's best practices for measuring the comfort and convenience of pedestrian and bicycle networks at all scales. The Maywood Active Transportation Plan calls for analyses of the current walkway, street segment, and intersection conditions throughout the city to identify potential locations to introduce low-stress connectivity treatments. These results will be compared with community input, census data, collision data, land use data, and transportation networks to justify recommendations to expand active transportation facilities throughout the city.

Developing the scoring criteria for a traffic stress analysis depends on the thoroughness and availability of local data. This means while there are common data inputs, methodologies are usually tailored for each project. Data inputs for a bike LTS analysis typically include roadway speed, average daily traffic volumes (ADT), number of vehicle lanes, and presence of existing bicycle facilities. Similarly, a pedestrian LOC analysis will typically include the same data inputs with the addition of sidewalk conditions, assessment of planting buffers, and crossing distances at intersections. By weighing each data input in a unique matrix, a roadway segment, walkway, or intersection can be assigned a rank ranging from 1 to 4, with 4 being the highest level of stress and the least comfortable for pedestrians and bicyclists.

Bicycle Level of Traffic Stress (LTS):

Methodology

The stress that people experience while biking varies from person to person and depends on local street network conditions. Some riders are comfortable riding alongside dense fast-moving traffic, while others prefer not to ride their bike at all. Individuals will generally identify with one of the four main preference groups, often called the “Four Types of Cyclists”, originally developed by Roger Geller at the City of Portland, Oregon in 2005:

- **Strong & Fearless:** On average, 2 – 7 percent of people are willing to ride their bicycle no matter what the roadway and traffic conditions are. For the individuals in this group, riding a bike is a strong part of their identity.
- **Enthusied & Confident:** On average, 5 – 15 percent of people are somewhat comfortable riding their bicycles alongside vehicular traffic. For the individuals in this group, they would prefer riding their bicycles within dedicated bike facilities.
- **Interested but Concerned:** On average, 36 – 60 percent of people enjoy riding their bike but do not use them as much as they would like due to unsafe riding conditions. For the individuals in this group, they would feel inclined to ride more if they felt safer riding on their local roadways.
- **No Way No How:** On average, 25 – 48 percent of people do not prefer riding a bike in any capacity. For the individuals in this group, they are either uncomfortable, uninterested, or physically unable to ride a bicycle.

The “Interested but Concerned” category represents the largest group of individuals who are able and most likely to ride a bike. Incentivizing these users to increase their share of bike trips typically requires streets with low traffic speeds and volumes, dedicated facilities, or a combination of both. The City of Maywood does not currently have any existing bicycle facilities; therefore, an LTS analysis was conducted on the city's street network to determine the quality of current biking conditions and prioritize segments for future infrastructure improvements to increase bike ridership.

The “Interested but Concerned” category represents the largest group of individuals who are able and most likely to ride a bike. Incentivizing these users to increase their share of bike trips typically requires streets with low traffic speeds and volumes, dedicated facilities, or a combination of both. The City of Maywood does not currently have any existing bicycle facilities; therefore, an LTS analysis was conducted on the city's street network to determine the quality of current biking conditions and prioritize segments for future infrastructure improvements to increase bike ridership.

The approach for this analysis was originally developed by the Mineta Transportation Institute (MTI) at San Jose University in 2012. The MTI's most recent 2022 scoring criteria was specifically chosen because it accounts for riding conditions in mixed-use traffic, meaning bicyclists share the road alongside vehicles

without dedicated lanes, which is the case in Maywood. The data inputs collected for this analysis include:

- **Roadway speed**
- **ADT volumes**
- **Street width (number of lanes)**

Bike LTS rank definitions are defined in Table 1. Each data input was independently weighted and added to the MTI LTS scoring matrix (Table 2).

Table 1 – Bicycle LTS Ranking Scheme

Level of Traffic Stress	Description
LTS 1	Suitable for almost all ages and bicycling abilities
LTS 2	Suitable for most adults
LTS 3	Suitable for more skilled and confident bicyclists
LTS 4	Not suitable for most bicyclists

Table 2 – Bicycle LTS Scoring Matrix

Level of Traffic Stress Criteria for Road Segments, version 2.2 (May, 2022)

Bikes in mixed traffic

Number of lanes	ADT	Prevailing Speed (mph)						
		0 - 23.5	23.5-28.5	28.5-33.5	33.5-38.5	38.5-43.5	43.5-48.5	48.5+
Unlaned 2-way street (no centerline)	0-750	LTS 1	LTS 1	LTS 2	LTS 2	LTS 3	LTS 3	LTS 3
	751-1500	LTS 1	LTS 1	LTS 2	LTS 3	LTS 3	LTS 3	LTS 3
	1501-3000	LTS 2	LTS 2	LTS 2	LTS 3	LTS 3	LTS 4	LTS 4
	3001+	LTS 2	LTS 2	LTS 3	LTS 3	LTS 4	LTS 4	LTS 4
2-way with 1 lane per direction and centerline, or wide* 1-way, 1-lane	0-1000	LTS 1	LTS 1	LTS 2	LTS 2	LTS 3	LTS 3	LTS 3
	1001-1500	LTS 2	LTS 2	LTS 2	LTS 3	LTS 3	LTS 4	LTS 4
	1501+	LTS 2	LTS 3	LTS 3	LTS 3	LTS 4	LTS 4	LTS 4
Narrow* one-way, 1-lane	0-600	LTS 1	LTS 1	LTS 2	LTS 2	LTS 3	LTS 3	LTS 3
	601-1000	LTS 2	LTS 2	LTS 2	LTS 3	LTS 3	LTS 4	LTS 4
	1001+	LTS 2	LTS 3	LTS 3	LTS 3	LTS 4	LTS 4	LTS 4
2 thru lanes per direction	0-8000	LTS 3	LTS 3	LTS 3	LTS 3	LTS 4	LTS 4	LTS 4
	8001+	LTS 3	LTS 3	LTS 4	LTS 4	LTS 4	LTS 4	LTS 4
3+ thru lanes per direction	any ADT	LTS 3	LTS 3	LTS 4	LTS 4	LTS 4	LTS 4	LTS 4

Notes * A one-way street is "narrow" if its width is less than 30 ft with parking on both sides, less than 22 ft with parking on one side, or less than 15 ft with no parking. Otherwise, it is "wide."

Pedestrian Level of Comfort (LOC):

Methodology

To supplement the bicycle LTS analysis and help identify ideal corridors for pedestrian improvements, a pedestrian LOC analysis was also conducted. The data inputs for this analysis include:

- Roadway speed
- ADT volumes
- Street width (number of lanes)
- Sidewalk conditions
- Presence of planted buffer between sidewalk and roadway

This approach was originally developed by the Montgomery County Planning Department and has since been modified by KOA to meet the needs and context of the City of Maywood. Pedestrian LOC ranking definitions are defined in Table 3. The scoring matrices are divided into subsets based on the presence of sidewalks and roadway separations (Tables 4 to 12). Sidewalk separation is defined as the presence of a grass lawn or planted landscape area that horizontally separates a sidewalk from the road. ADT volume classes are defined based on the estimated traffic volumes by street class from the city’s Transportation Element:

- **Low ADT:** Volume less than 10,000 vehicles per day
- **Medium ADT:** Volume between 10,001 and 24,999 vehicles per day
- **High ADT:** Volume greater than or equal to 25,000 vehicles per day

Each data input was independently weighted and added to the pedestrian LOC scoring matrices.

Table 3 – Pedestrian LOC Ranking Scheme

Level of Traffic Stress	Description
LTS 1	Suitable for almost all ages and bicycling abilities
LTS 2	Suitable for most adults
LTS 3	Suitable for more skilled and confident bicyclists
LTS 4	Not suitable for most bicyclists

TABLE 4:

Missing Sidewalk Low ADT			
Speed	Street Width (Total Lanes)		
	2	4	6+
<25	4	4	4
25	4	4	4
30	4	4	4
>=35	4	4	4

TABLE 5:

Missing Sidewalk Moderate ADT			
Speed	Street Width (Total Lanes)		
	2	4	6+
<25	4	4	4
25	4	4	4
30	4	4	4
>=35	4	4	4

TABLE 6:

Missing Sidewalk High ADT			
Speed	Street Width (Total Lanes)		
	2	4	6+
<25	4	4	4
25	4	4	4
30	4	4	4
>=35	4	4	4

TABLE 7:

Sidewalk Without Separation Low ADT			
Speed	Street Width (Total Lanes)		
	2	4	6+
<25	2	2	2
25	2	2	2
30	2	3	3
>=35	3	3	3

TABLE 8:

Sidewalk Without Separation Moderate ADT			
Speed	Street Width (Total Lanes)		
	2	4	6+
<25	2	2	2
25	2	3	3
30	3	3	3
>=35	3	3	4

TABLE 9:

Sidewalk Without Separation High ADT			
Speed	Street Width (Total Lanes)		
	2	4	6+
<25	3	3	3
25	3	3	4
30	3	4	4
>=35	4	4	4

TABLE 10:

Sidewalk With Separation Low ADT			
Speed	Street Width (Total Lanes)		
	2	4	6+
<25	1	1	1
25	1	1	1
30	1	1	2
>=35	1	2	2

TABLE 11:

Sidewalk With Separation Moderate ADT			
Speed	Street Width (Total Lanes)		
	2	4	6+
<25	1	1	1
25	1	1	2
30	1	2	2
>=35	2	2	2

TABLE 12:

Sidewalk With Separation High ADT			
Speed	Street Width (Total Lanes)		
	2	4	6+
<25	1	1	2
25	1	2	2
30	2	2	2
>=35	2	2	3

Intersection Level of Comfort (LOC) Assessment

Methodology

An intersection LOC analysis is a point-based model that measures stress levels that people experience while using crosswalks and/or other designated crossing facilities. Intersection LOC scores were assigned to each of Maywood’s 163 intersections within its city limits to identify areas most difficult to navigate on foot and prioritize specific intersections for upgrades to improve connectivity and safety conditions for active transportation users.

Two variables are utilized for calculating intersection LOC:

- Crossing distance (curb to curb)
- Roadway speed

Intersection LOC score descriptions are outlined in Table 13. The intersection LOC matrix weights an intersection’s crossing distance more heavily than the posted roadway speed because a pedestrian’s comfort level is affected more when having to cross longer distances between curb to curb rather than the speed of traffic going through the intersection. The comfort scoring matrix is provided in Table 14.

Table 13 – Intersection LOC Ranking Scheme

Level of Comfort	Description
LOC 1	Suitable for almost all pedestrians, including children that are trained to safely cross intersections
LOC 2	Suitable for most adult pedestrians and older children with enhanced facility coverage and comfort
LOC 3	Suitable for most adult pedestrians and older children with little or no supervision within an intersection
LOC 4	Suitable for a limited population of pedestrians with limited facility support within an intersection

Table 14 – Intersection LOC Scoring Matrix

Posted Vehicle Speed Limit (mph)	Crossing Distance (Ft.)		
	< 30	35 - 70	> 80
<=25	1	2	3
30	2	3	4
>=35	3	3	4



APPENDIX B: COMMUNITY OUTREACH COLLATERAL

Project Factsheet

The project factsheet provides a brief description of the project's scope, goals, and projected timeline. This document was distributed at all outreach events and was provided in both English and Spanish.

MAYWOOD ACTIVE TRANSPORTATION PLAN (MAYWOOD MOVES)



PROJECT DESCRIPTION

The **Maywood Active Transportation Plan** is a collaboration between the City of Maywood and its residents to promote safe, convenient options for walking, biking, and taking public transportation.

To achieve this vision, the City is preparing a roadmap of potential street treatments and policies to minimize the biggest barriers to getting around Maywood without a car. Input from residents and stakeholders will inform how the City identifies key issue areas and prioritizes funding for local projects to address the community's needs.

PROJECT GOALS

The **Maywood Active Transportation Plan** aims to achieve the following goals for the City of Maywood to reduce personal vehicle trips:

- Provide safe and convenient connections to important local destinations including schools, commercial centers, and parks
- Enhance regional connectivity by improving connections to local public transit services and the Los Angeles River Bicycle Path
- Improve public health by promoting projects that incentivize recreational activity
- Promote economic activity throughout Maywood

PROJECT TIMELINE

Tasks	2022					2023							
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Community Workshops and Online Engagement													
Existing Landscape and Conditions Review													
Needs Assessment													
Draft Plan													
Final Plan													
Plan Adoption													

Scan this QR code to visit our project website at: bit.ly/3XT44nN

Questions? Email the project team at MaywoodATP@gmail.com



How Did You Get Here Poster

This posterboard was developed to serve as both an ice-breaker and collect data on local travel behavior. Participants were asked to place a sticker on the corresponding mode they used to arrive to an outreach event.

HOW DID YOU GET HERE TODAY?

¿CÓMO LLEGÓ HOY?

INSTRUCTIONS:

PLEASE PLACE A STICKER ON WHICH MODE OF TRANSPORTATION YOU USED TO GET HERE TODAY

INSTRUCCIONES:

POR FAVOR PONGA UNA PEGATINA PARA INDICAR QUÉ MEDIO DE TRANSPORTE UTILIZÓ USTED PARA LLEGAR AQUÍ HOY

	MAYWOOD RESIDENT RESIDENTE DE MAYWOOD	MAYWOOD VISITOR VISITANTE DE MAYWOOD
WALK CAMINANDO		
BIKE ANDANDO EN BICICLETA		
BUS AUTOBÚS		
CAR VEHÍCULO		
CARPOOL VEHÍCULO COMPARTIDO		
OTHER OTRO		

Areas of Concern Poster

This poster was developed to collect specific geographical data on specific corridors and intersections that residents felt were unsafe to walk or bike. Participants were asked to identify dangerous locations on the map and were also able to provide written and verbal comments that were recorded by project staff in the “Safety Concerns” box on the right hand side of the poster.



Bike Network Recommendation Poster

This poster was developed to collect specific community feedback on the proposed city bicycle network and wayfinding signage. Participants were asked if they felt these treatments would be beneficial to the community and to place a sticker in the corresponding box indicating “yes” or “no.” Project staff also wrote down verbal comments for individuals that wanted to provide additional suggestions, comments, or improvements to the proposed treatments.

PROPOSED BICYCLE NETWORK / RED CICLISTA PROPUESTA

Bike Network Improvements / Mejoras en la Red Ciclista
City of Maywood
Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Maywood
Local Bike Networks / Redes de Bicicletas Locales
City of Ball
Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Ball
City of Huntington Park
Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Huntington Park

Wayfinding / Letras de Red Ciclista
City of Maywood
Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Maywood
Local Bike Networks / Redes de Bicicletas Locales
City of Ball
Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Ball
City of Huntington Park
Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Huntington Park

Legend:
Bike Network Improvements / Mejoras en la Red Ciclista
Local Bike Networks / Redes de Bicicletas Locales
City of Ball
City of Huntington Park
Los Angeles River Bike Path
Los Angeles River Bike Path Entrance
City Hall / Alcaldía
Library / Biblioteca
School / Escuela
Park / Parque

Proposed Treatments / Tratamientos Propuestos

Bicycle Route / Ruta de Bicicletas
Yes / Sí
No / No

Wayfinding / Letras de Red Ciclista
Yes / Sí
No / No

Other Comments? / Otras Comentarios?

Bike Intersection Recommendations Poster

This poster was developed to illustrate the specific locations of proposed treatments and to collect community feedback on if the public felt these improvements would improve cyclist safety at intersections. Participants were asked if they felt these treatments would be beneficial to the community and to place a sticker in the corresponding box indicating “yes” or “no.” Project staff also recorded verbal comments for individuals that wanted to provide additional suggestions, comments, or improvements to the proposed treatments.

**PROPOSED BIKE INTERSECTION IMPROVEMENTS /
MEJORAS PROPUESTAS EN LAS INTERSECCIONES PARA BICICLETAS**

Proposed Treatments / Tratamientos Propuestos



Please let us know if you like the following treatments /
Por favor, díganos si le gustan las siguientes mejoras

 Yes / SI ☐ No / No ☐ Other Comments? / ¿Otros Comentarios?	 Yes / SI ☐ No / No ☐ Other Comments? / ¿Otros Comentarios?	 Yes / SI ☐ No / No ☐ Other Comments? / ¿Otros Comentarios?
 Yes / SI ☐ No / No ☐ Other Comments? / ¿Otros Comentarios?		

Legend

Intersection Improvements / Mejoras de la Intersección

- High Visibility Stop / Parada Multidireccional
- Bike Intersection Treatment / Tratamiento para Bicicletas
- Local Bike Networks / Redes de Bicicletas
- City of Maywood Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Maywood
- City of Bell Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Bell
- City of Huntington Park Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Huntington Park

Existing Context / Contexto Actual

- Los Angeles River Bike Path / Cami del Río Los Angeles
- City Hall / Alcaldía
- Library / Biblioteca
- School / Escuela
- Park / Parque

Pedestrian Intersection Recommendations Poster

This poster was developed to illustrate the specific locations of proposed treatments and to collect community feedback on if the public felt these improvements would improve pedestrian safety at intersections. Participants were asked if they felt these treatments would be beneficial to the community and to place a sticker in the corresponding box indicating “yes” or “no.” Project staff also recorded verbal comments for individuals that wanted to provide additional suggestions, comments, or improvements to the proposed treatments.

**PROPOSED PEDESTRIAN INTERSECTION IMPROVEMENTS /
MEJORAS PROPUESTAS EN LAS INTERSECCIONES PARA PEATONES**

Proposed Treatments / Tratamientos Propuestos



Please let us know if you like the following treatments /
Por favor, díganos si le gustan las siguientes mejoras

 Yes / SI ☐ No / No ☐ Other Comments? / ¿Otros Comentarios?	 Yes / SI ☐ No / No ☐ Other Comments? / ¿Otros Comentarios?
--	--

Legend

Intersection Improvements / Mejoras de la Intersección

- High Visibility Crosswalk / Cruce Peatonal de Alta Visibilidad
- Leading Pedestrian Interval / Señal Peatonal
- Local Bike Networks / Redes de Bicicletas
- City of Maywood Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Maywood
- City of Bell Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Bell
- City of Huntington Park Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Huntington Park

Existing Context / Contexto Actual

- Los Angeles River Bike Path / Cami del Río Los Angeles
- City Hall / Alcaldía
- Library / Biblioteca
- School / Escuela
- Park / Parque

Roadway Recommendations Poster

This poster was developed to illustrate the specific locations of proposed treatments and to collect community feedback on if the public felt these improvements would improve cyclist safety at intersections. Participants were asked if they felt these treatments would be beneficial to the community and to place a sticker in the corresponding box indicating “yes” or “no.” Project staff also recorded verbal comments for individuals that wanted to provide additional suggestions, comments, or improvements to the proposed treatments.

PROPOSED ROADWAY IMPROVEMENTS / MEJORAS PROPUESTAS PARA LAS CALLES

Proposed Treatments / Tratamientos Propuestos



Legend:

- Roadway Improvements / Mejoras para las Calles
- Edge Line Treatment / Línea de Borde
- Curb Extensions / Extensiones de Acera
- Speed Humps / Topes de Velocidad
- Local Bike Networks / Redes de Bicicletas Locales
- City of Maywood Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Maywood
- City of Bell Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Bell
- City of Huntington Park Proposed Bike Network / Red Ciclista Propuesta de la Ciudad de Huntington Park
- Existing Curb / Curbado Actual
- Los Angeles River Bike Path / Camión del Río Los Angeles
- Los Angeles River Bike Path / Camión del Río Los Angeles
- City Hall / Alcaldía
- Library / Biblioteca
- School / Escuela
- Park / Parque

Please let us know if you like the following treatments / Por favor, díganos si le gustan las siguientes mejoras

Edge Line Treatment / Línea de Borde	Yes / Sí	No / No	Curb Extensions / Extensiones de Acera	Yes / Sí	No / No	Other Comments? / ¿Otros Comentarios?
						
						
Other Comments? / ¿Otros Comentarios?						



APPENDIX C: COMMUNITY OUTREACH RESULTS

Community Survey #1 Results

Destination	Personal Vehicle	Carpool	Walk	Bike	Public/Para Transit
How do you usually travel to and from hospital/medical facilities?	5		1	0	2
How do you usually travel to and from places of worship?	2		1		1
How do you usually travel to and from getting groceries?	4		2	1	1
How do you usually travel to and from parks and other recreational facilities?	4		2	1	0
How do you usually travel to and from local school?	2	2	2	0	2
How do you usually travel to and from work?	4		2	1	0

The first survey was implemented during the first community charrette at Fishburn Avenue Elementary School and was digitally available for two months following on the City webpage. Participants were asked indicate what modes of transportation they typically rely on to get to certain destinations as well as indicate areas of Maywood were they felt particularly unsafe walking or riding their bike.

Responses to identifying areas of concern were recorded and provided below:

- 54th street and everett and on 54th street and Loma vista we need stop signs on all corners its hard to cross in car or walking people dont bother stoping and weve had many accidents on both locations . we really need stop signs.
- Atlantic and Slauson has many accidents, especially when trying to make left turns, there are many cars that speed up to beat the red light instead of slowing down and stopping to allow the left turns.
- The curve on 55th and Atlantic should be worked on to reduce speed and mark the area with a sign or lighting to reduce car accidents
- The free local shuttle is important for seniors and others who need to get around the city. It should run throughout local streets not just the main big streets.
- The streets should have trees that provide shade NOT palm trees. There are several drought tolerant trees that provide shade and reduce the heat index of the city. Trees should be not just on the main big streets but local streets that are overly paved without trees or very little trees. This will influence more walking and make it safer to walk to a shuttle stop or to a local store or to school.

Community Survey #2 Results

Recommended Treatment	Supportive	Unsupportive	Recorded Community Feedback
High Visibility Crosswalk	40	3	Pairs well with LPI treatment
Edge Line Treatment	37	6	Fix sidewalks, add speeding cameras, add dedicated bus pickup lane on 58th St in front of Fishburn Ave Elementary
Speed Humps	37	10	Include on 53rd, Include near YMCA, Include on Everett, include on Fishburn Ave, include on 52nd, include on Corona
Curb Extension	36	7	Damage to car, reduced parking, include on King
Multi-Way Stop	36	4	More police enforcement, people run stops along 52nd, 53rd, Loma Vista, Everett,
LPI	36	0	Can this also include vision/hearing impaired features?
Bike Push Button	32	0	
Bike Detection Sign	31	4	Could have issues detecting bikes made of different materials,
Bike Detection Loop	29	0	
Bike Network	29	11	59th & King needs crossing guards and is very dangerous during school pick-up and dropoff, consider making some streets one-way
Wayfinding	32	18	Can this be translated in Spanish too?

The table above provides the responses by community members indicating their support and disapproval for the various treatments recommended in the Maywood ATP. Participants were presented images of the proposed treatments along with a map indicating where they would be installed, and asked to vote “Yes” if they felt the treatments would improve walking and biking conditions in Maywood, or “No” if they felt they would do the opposite. Explanations of each treatment were provided in both English and Spanish by project staff. T

The second survey was implemented during the final three community outreach events:

- The backpack and school supply distribution at the YMCA (August 2023)
- The mobile food pantry at the YMCA (August 2023)
- Community Charrette #2 at Fishburn Avenue Elementary School (October 2023)



APPENDIX D: DETAILED PROJECT COST ESTIMATES

City of Maywood Active Transportation Bike and Pedestrian Master Plan

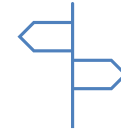
Final Plan Overview | October 25, 2023



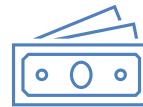
Project Goals & Objectives



Improve overall motorized and non-motorized transportation modes - such as pedestrian, bicycle, and transit safety throughout the city



Provide new network connections and leverage connections to existing and proposed local and regional facilities



Improve economic vitality by enhancing mobility and connectivity to the city's several activity generators and destinations



Identify a set of active transportation facilities and improvements that can be accurately priced, prioritized, and submitted for construction funding and implementation

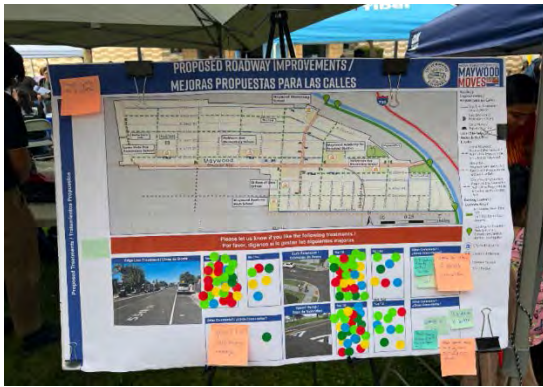
Plan Development Process

1. Data Collection
 - Data Analysis
 - Fieldwork
2. Community Engagement
 - Community Touchpoints (5)
 - Community Advisory Meeting (CAC) (2)
3. Project Recommendations
 - Bicycle Network, Bicycle Intersection, Pedestrian Intersection, Roadway, Regional Connectivity
4. Implementation
 - Project Prioritization
 - Cost Estimates

Data Collection



Community Engagement Touchpoints & Workshops



Community Engagement Community Advisory Committee

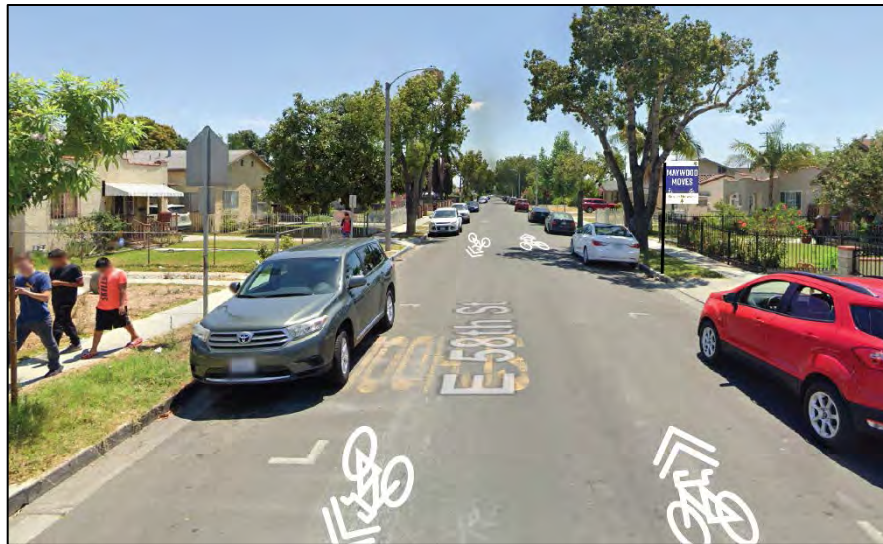
CAC Members:

- Roberto Bustillo - Communities for a Better Environment
- Antonio Garcia - Fishburn Elementary School Principal
- Alberto Espiricueta - East Yard Communities
- William Downing - Los Angeles Unified School District (LAUSD)
- Andrea Aguilar - Southeast Rio Vista YMCA
- Eric Maceda - Rivers for Action

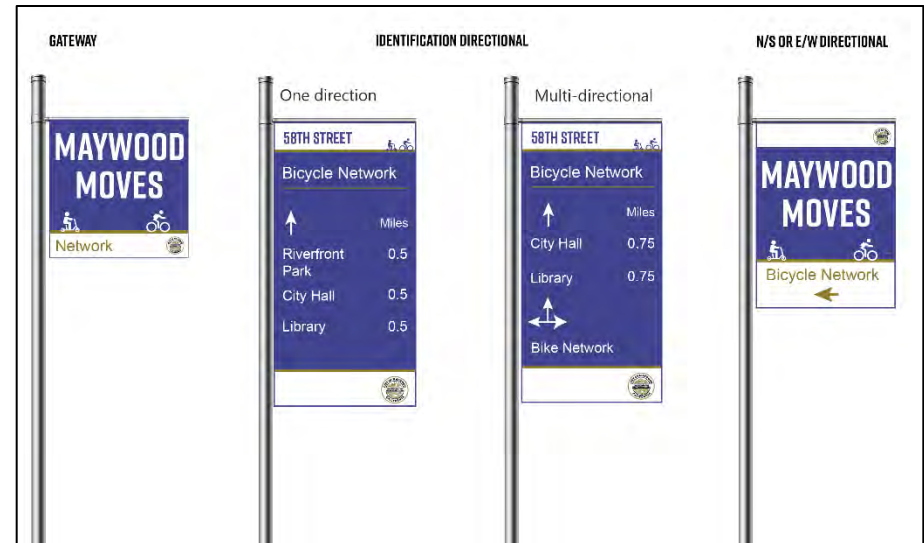
CAC Meeting Dates

- **Meeting #1** – January 30th, 2023
- **Meeting #2** – July 31st, 2023

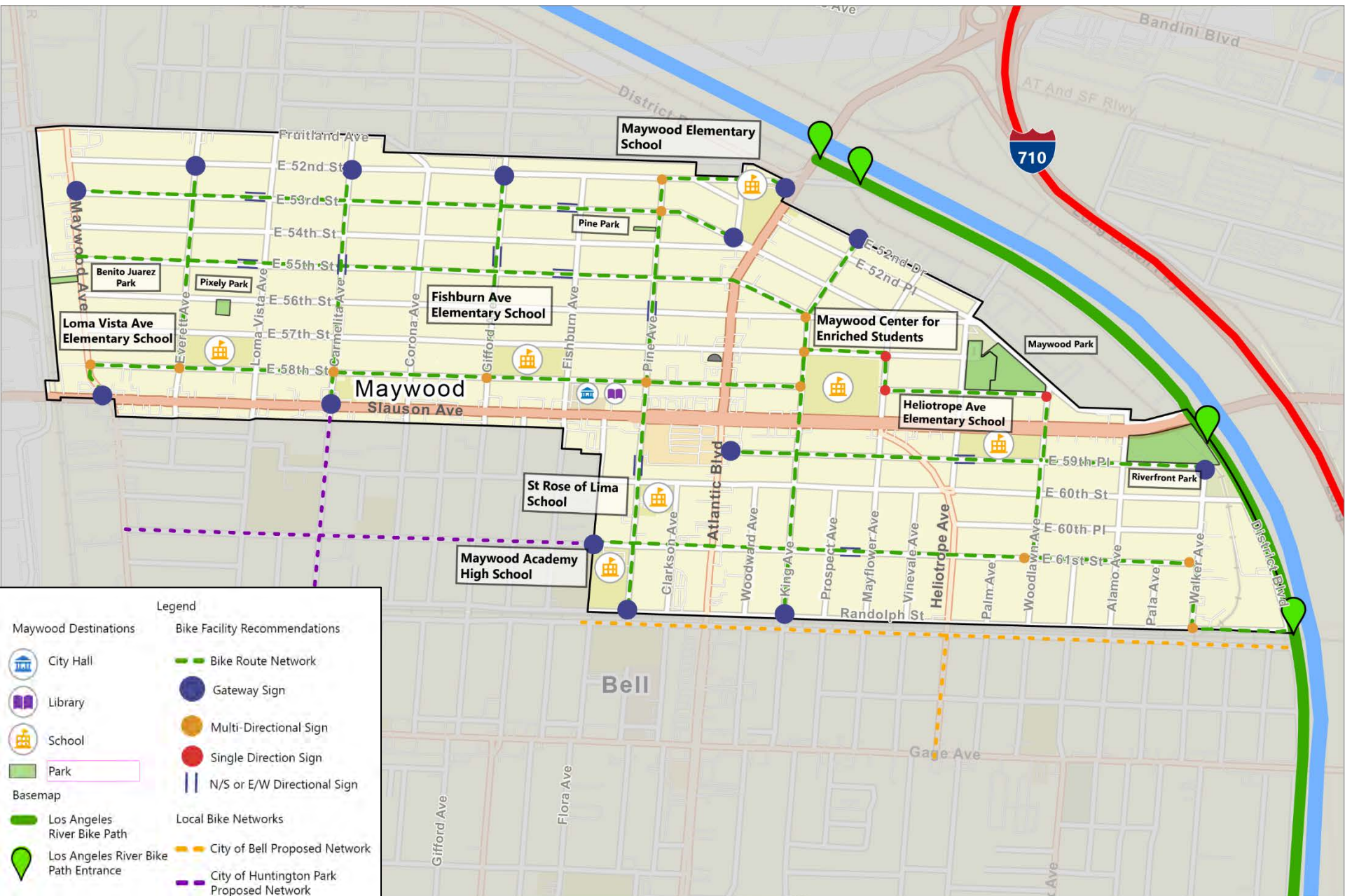
Project Recommendations: Bicycle Network & Wayfinding Facility Improvements



Class III Bicycle Route rendering along 58th St



Renderings of Bicycle Network Wayfinding signage



Project Recommendations: Bicycle Intersection Facility Improvements



Multi-Way Stop rendering at Everett Ave & 55th St



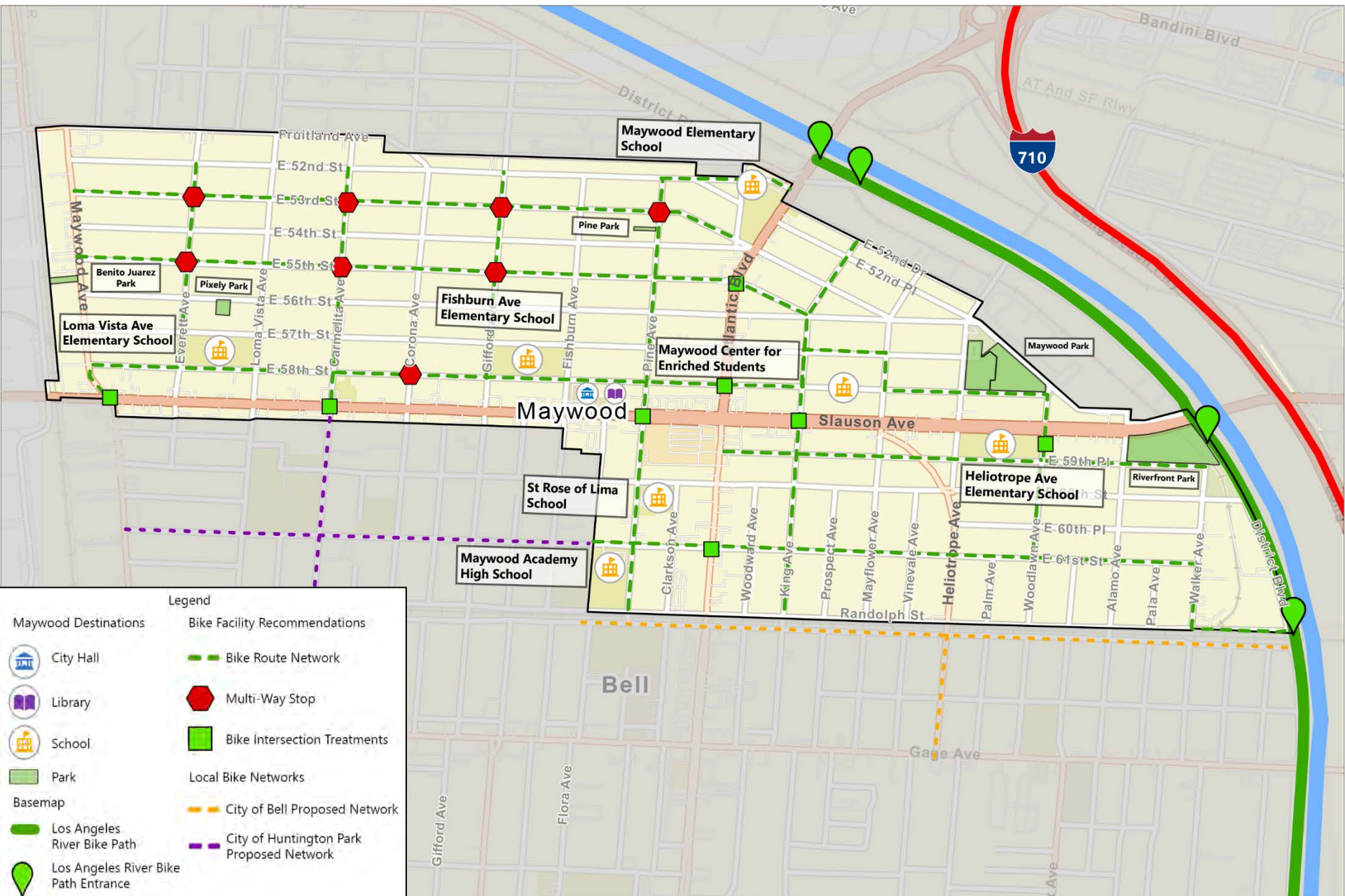
Bike Intersection Signage



Bike Loop Detector



Bike Push Button



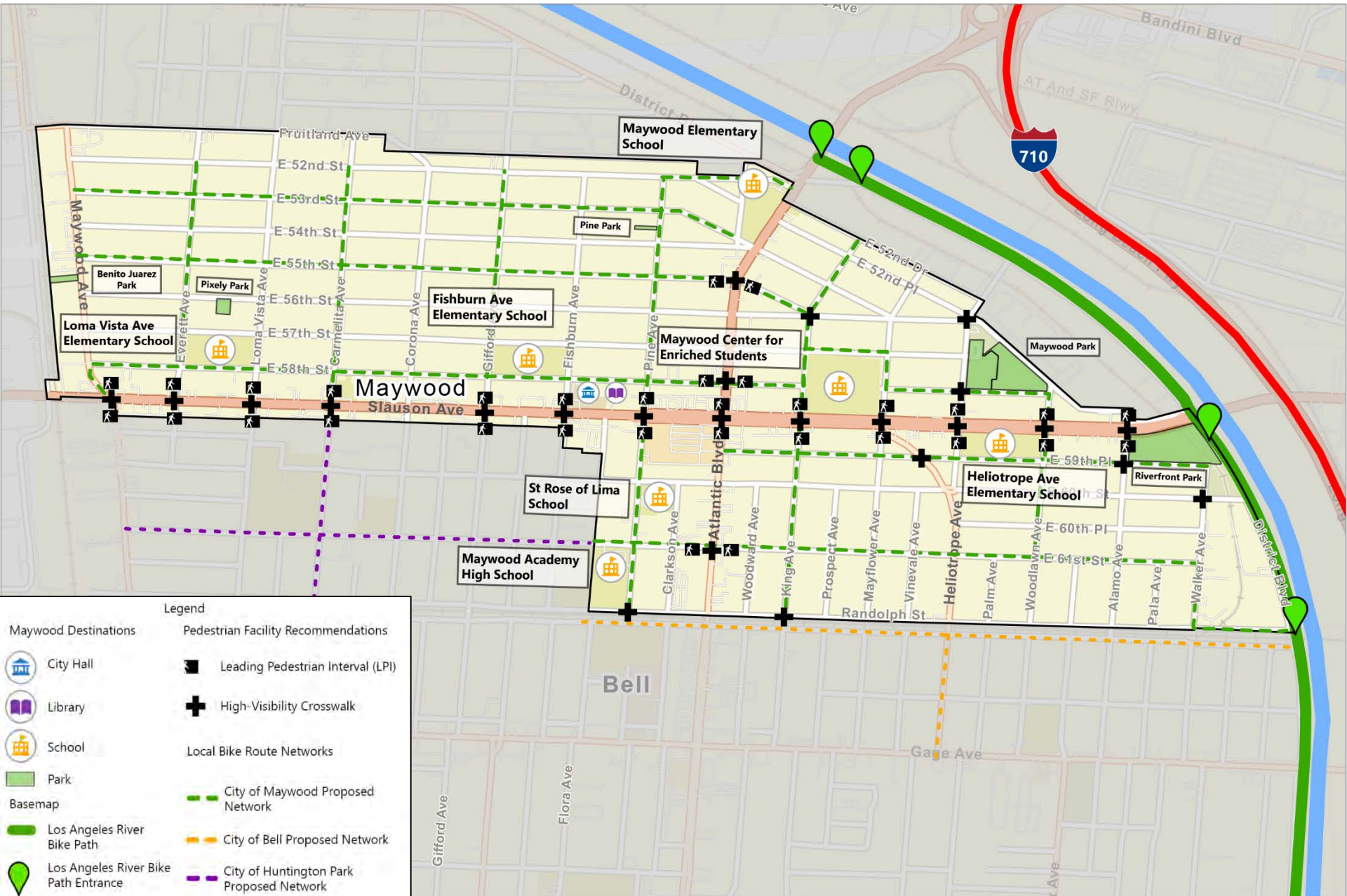
Project Recommendations: Pedestrian Intersection Facility Improvements



High Visibility Rendering at Pine Ave & Slauson Ave



Leading Pedestrian Interval



Project Recommendations: Roadway Facility Improvements



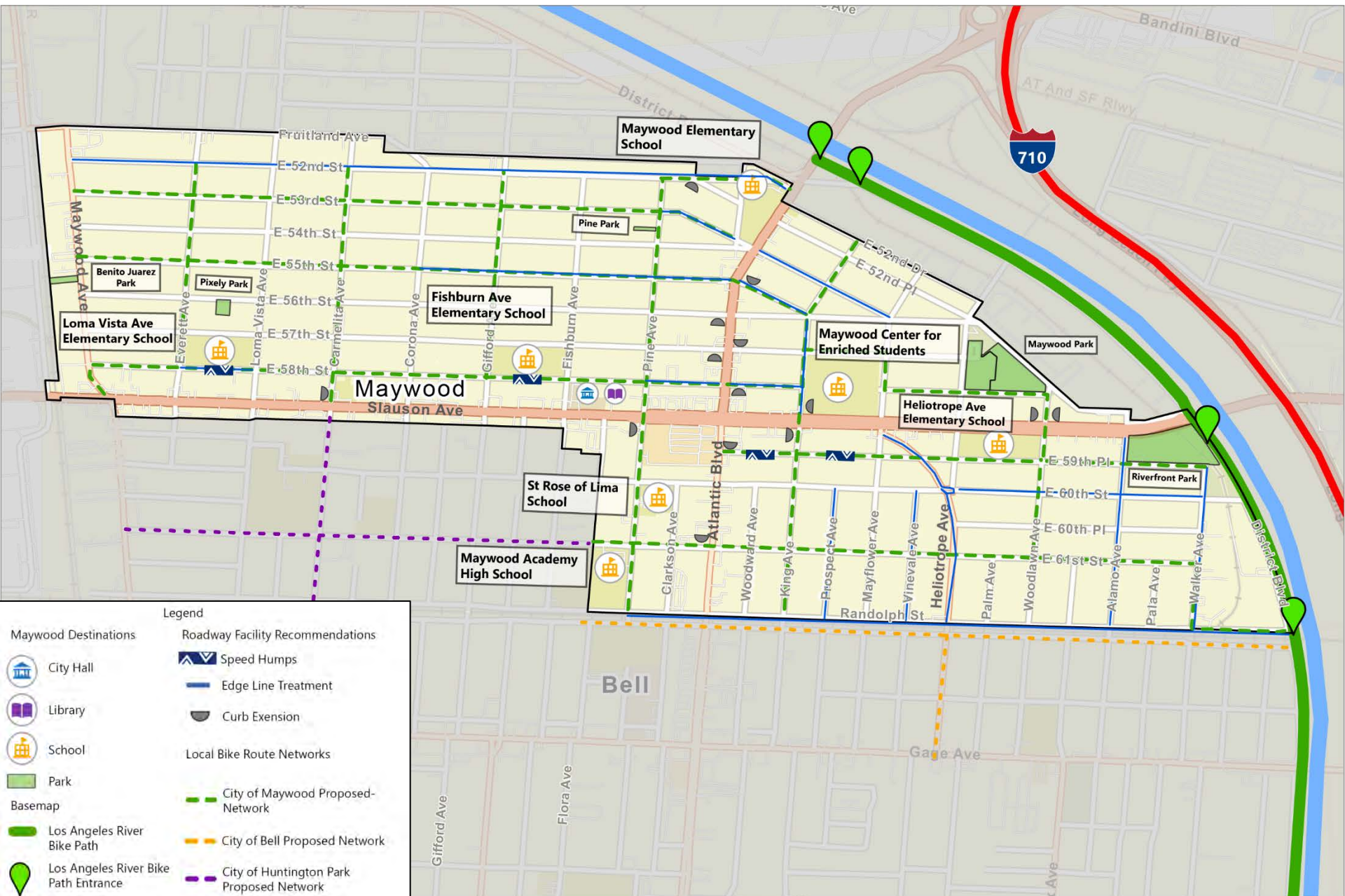
Curb Extensions



Speed Humps



Edge Line Treatment Rendering along 55th St



Prioritization: Weighted Criteria

Group	Category	Description	Weight	Category Weight
Need and Equity	Commute by Walk	Percentage of households within a 200 ft area of the corridor that primarily commute by foot. Source: 2020 ACS estimates.	5	25
	Low Vehicle Access	Percentage of households that have no vehicles available within a 200 ft area of each corridor. Source: 2020 ACS estimates.	5	
	Commute by Bike	Percentage of households within 200 ft area of each corridor that primarily commute by bike. Source: 2020 ACS estimates.	5	
	Commute by Transit	Percentage of households within 200 ft area of each corridor according that primarily commute by taking public transit. Source: 2020 ACS estimates.	5	
	Median Household Income	The average median household income for the 200 ft surrounding each corridor. Source: 2020 ACS estimates.	5	
Safety	Bicycle and Pedestrian Collisions	The total count of bicycle and pedestrian- involved collisions within a 200 ft area of each corridor. Source: TIMS , years 2017 - 2021.	35	35
Community Feedback	Areas of Concern	Street segments identified by residents as unsafe for walking, biking and accessing public transit from Community Feedback from Survey #1 and collected feedback from first two community touchpoints.	25	25
Network Connectivity	Potential Pedestrian Use	The total number of residents living within a 200 ft of each corridor. Source: 2020 ACS estimates.	5	15
	Transit Accessibility	The count of local and regional stops located within a 200 ft area of each corridor.	5	
	Nearby Attractors	The count of nearby attractors including parks, schools, shopping centers, and other local institutions within 200 ft of each corridor.	5	

TOTAL

Prioritization: Corridor Scores

Corridor Name	Median Household Income	Percentage of Workers Over 16 Commute by Bike	Percentage of Workers Over 16 Commute by Walking	Percentage of Workers Over 16 Commute by Public Transit	Percentage of Households with Zero Vehicle Access	Census Block Population	Total Bike and Ped Collisions Per Corridor	Total Nearby Attractors	Total Transit Stops	Community Input	Total Score
Slauson Ave	2.76	2.83	0.85	2.53	3.07	2.41	35.00	5.00	5.00	25.00	84.44
Pine Ave	3.66	2.47	2.06	0.72	5.00	0.97	12.89	3.00	0.31	25.00	56.09
Atlantic Blvd	2.76	1.37	0.72	1.55	4.14	2.20	20.26	2.50	1.09	14.29	50.89
53rd St	4.66	2.71	4.21	3.82	3.83	3.13	3.68	1.00	0.31	21.43	48.78
Carmelita Ave	4.56	5.00	2.56	4.95	3.66	3.79	1.84	0.50	0.47	21.43	48.76
58th St	2.94	3.10	0.64	3.06	3.41	2.66	3.68	3.50	0.16	25.00	48.14
Gifford Ave	3.40	4.98	3.09	5.00	3.70	3.70	0.00	0.50	0.00	21.43	45.80
52nd St	3.25	3.18	5.00	3.69	3.48	3.10	0.00	0.50	0.31	21.43	43.94
55th St	5.00	3.08	2.86	3.69	3.79	2.97	0.00	0.00	0.47	21.43	43.29
Everett Ave	4.31	2.29	3.02	3.74	3.06	3.57	0.00	0.50	0.16	14.29	34.94
King Ave	2.33	0.58	0.08	2.80	2.59	2.77	0.00	0.50	0.47	17.86	29.98
59th Pl	3.23	3.02	1.51	1.59	1.31	3.64	3.68	4.00	0.16	0.00	22.13
61st St	3.19	3.04	1.46	1.09	1.54	3.18	0.00	1.00	0.16	7.14	21.80
Woodlawn Ave	4.50	4.96	2.66	0.39	0.02	3.73	0.00	1.00	0.31	3.57	21.14
Alamo Ave	2.96	4.73	2.52	0.32	0.00	4.68	0.00	1.00	1.25	3.57	21.04
Heliotrope Circle	2.19	0.88	0.25	2.89	2.57	1.60	3.68	1.00	0.31	3.57	18.94
Maywood Ave	0.95	0.00	2.50	2.09	2.10	0.00	0.00	0.00	0.31	10.71	18.65
57th St	1.04	0.00	0.00	3.48	3.81	2.38	0.00	0.50	0.16	7.14	18.50
60th St	3.89	4.94	2.64	0.52	0.08	4.64	0.00	1.50	0.16	0.00	18.37
Walker Ave	2.80	4.78	2.54	0.33	0.00	5.00	0.00	1.00	0.16	0.00	16.61
Mayflower Ave	1.04	0.00	0.00	3.48	3.81	2.38	0.00	0.50	0.00	3.57	14.77
Randolph St	0.00	1.79	0.65	0.00	0.49	0.28	5.53	1.50	0.31	3.57	14.12
Prospect Ave	2.73	1.35	0.22	2.21	1.26	4.14	0.00	0.00	0.00	0.00	11.90
Heliotrope Ave	3.63	2.91	1.27	1.36	0.69	1.43	0.00	0.00	0.00	0.00	11.29
Vinevale Ave	2.74	1.36	0.22	2.21	1.26	0.20	0.00	0.00	0.00	0.00	7.99

Implementation: Projected Project Costs by Corridor

Corridor	Sub-Total	Mobilization (5%)	Traffic Control (10%)	Design (15%)	Contingency (15%)	Inflation (30%)	Construction Management and Inspection (10%)	Grand Total
Atlantic Blvd	\$ 1,349,180	\$ 67,459	\$ 134,918	\$ 202,377	\$ 263,090	\$ 605,107	\$ 134,918	\$ 2,757,049
Slauson Ave	\$ 1,287,300	\$ 64,365	\$ 128,730	\$ 193,095	\$ 251,024	\$ 577,354	\$ 128,730	\$ 2,630,598
52nd St	\$ 187,539	\$ 9,377	\$ 18,754	\$ 28,131	\$ 36,570	\$ 84,111	\$ 18,754	\$ 383,236
58th St	\$ 96,552	\$ 4,828	\$ 9,655	\$ 14,483	\$ 18,828	\$ 43,304	\$ 9,655	\$ 197,304
53rd St	\$ 91,168	\$ 4,558	\$ 9,117	\$ 13,675	\$ 17,778	\$ 40,889	\$ 9,117	\$ 186,302
59th Pl	\$ 81,782	\$ 4,089	\$ 8,178	\$ 12,267	\$ 15,947	\$ 36,679	\$ 8,178	\$ 167,122
Randolph St	\$ 56,000	\$ 2,800	\$ 5,600	\$ 8,400	\$ 10,920	\$ 25,116	\$ 5,600	\$ 114,436
King Ave	\$ 37,360	\$ 1,868	\$ 3,736	\$ 5,604	\$ 7,285	\$ 16,756	\$ 3,736	\$ 76,345
55th St	\$ 36,714	\$ 1,836	\$ 3,671	\$ 5,507	\$ 7,159	\$ 16,466	\$ 3,671	\$ 75,025
60th St	\$ 34,970	\$ 1,749	\$ 3,497	\$ 5,246	\$ 6,819	\$ 15,684	\$ 3,497	\$ 71,461
Wayfinding Program	\$ 20,000	\$ 1,000	\$ 2,000	\$ 3,000	\$ 3,900	\$ 8,970	\$ 2,000	\$ 40,870
Alamo Ave	\$ 19,550	\$ 978	\$ 1,955	\$ 2,933	\$ 3,812	\$ 8,768	\$ 1,955	\$ 39,950
Walker Ave	\$ 16,674	\$ 834	\$ 1,667	\$ 2,501	\$ 3,251	\$ 7,478	\$ 1,667	\$ 34,073
Pine Ave	\$ 14,674	\$ 734	\$ 1,467	\$ 2,201	\$ 2,861	\$ 6,581	\$ 1,467	\$ 29,986
Heliotrope Ave	\$ 13,150	\$ 658	\$ 1,315	\$ 1,973	\$ 2,564	\$ 5,898	\$ 1,315	\$ 26,872
Prospect Ave	\$ 13,150	\$ 658	\$ 1,315	\$ 1,973	\$ 2,564	\$ 5,898	\$ 1,315	\$ 26,872
Vinevale Ave	\$ 13,170	\$ 659	\$ 1,317	\$ 1,976	\$ 2,568	\$ 5,907	\$ 1,317	\$ 26,913
Heliotrope Circle	\$ 7,800	\$ 390	\$ 780	\$ 1,170	\$ 1,521	\$ 3,498	\$ 780	\$ 15,939
Carmelita Ave	\$ 3,932	\$ 197	\$ 393	\$ 590	\$ 767	\$ 1,764	\$ 393	\$ 8,035
E 61st St	\$ 3,864	\$ 193	\$ 386	\$ 580	\$ 753	\$ 1,733	\$ 386	\$ 7,896
Everett Ave	\$ 3,656	\$ 183	\$ 366	\$ 548	\$ 713	\$ 1,640	\$ 366	\$ 7,471
Gifford Ave	\$ 3,656	\$ 183	\$ 366	\$ 548	\$ 713	\$ 1,640	\$ 366	\$ 7,471
Woodlawn Ave	\$ 1,380	\$ 69	\$ 138	\$ 207	\$ 269	\$ 619	\$ 138	\$ 2,820
57th St	\$ 414	\$ 21	\$ 41	\$ 62	\$ 81	\$ 186	\$ 41	\$ 846
Mayflower Ave	\$ 276	\$ 14	\$ 28	\$ 41	\$ 54	\$ 124	\$ 28	\$ 564
Maywood Ave	\$ 276	\$ 14	\$ 28	\$ 41	\$ 54	\$ 124	\$ 28	\$ 564
TOTAL	\$ 3,394,187	\$ 169,709	\$ 339,419	\$ 509,128	\$ 661,866	\$ 1,522,293	\$ 339,419	\$ 6,936,021

Questions?

