



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

WEDNESDAY, FEBRUARY 24, 2021 AT 7:00 P.M.

PLEASE NOTE THAT THE CITY COUNCIL MAY ACT ON ANY ITEM LISTED ON THE AGENDA

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Ricardo Lara

CITY CLERK
Flor Aguiluz

MAYOR PRO TEM
Heber Marquez

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Eduardo De La Riva
Frank Garcia
Jessica Torres

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. COVID-19 MEETING PROCEDURES

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

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for February 24, 2021 will be conducted telephonically through Zoom and broadcast live on the City's Facebook page. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chambers will not be open for the meeting. Council Members will be participating telephonically and will not be physically present in the Council Chambers.

If you would like to speak on an agenda item, you can access the meeting remotely via zoom:
Join by phone 1-669-900-6833 Enter Meeting ID: 891 7435 6421 Passcode: 230921

OR

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89174356421?pwd=Q2xGdnRqMjBVeFZYMVprZkhDT1VyZz09>

Passcode: 230921

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

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

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

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

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

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

Join by phone 1-669-900-6833 Enter Meeting ID: 891 7435 6421 Passcode: 230921

OR

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89174356421?pwd=Q2xGdnRqMjBVeFZYMVprZkhDT1VyZz09>

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VI. PRESENTATIONS

Citizen Award – Art Gamboa

Community Engagement for the Transit Oriented Development project in Huntington Park

VII. PUBLIC HEARING

VIII. CONSENT CALENDAR

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

1. Minutes for 02/10/2021 Regular City Council Meeting.
2. Resolution 6166 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving the Warrants for Payments.
3. Proclamation of Black History Month

IX. DISCUSSION/ACTION ITEMS

4. Consideration of Memorandum of Understanding with the Los Angeles Neighborhood Land Trust for the parameters regarding the Development and construction of improvements to existing and new parks in the City.
5. Consideration of selecting an auction vendor or holding an in-house Sale of Surplus City Street Name Signs.

X. CLOSED SESSION

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

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

Speakers wishing to address the City Council on an item not on the agenda may use the following:
Join by phone 1-669-900-6833 Enter Meeting ID: 891 7435 6421 Passcode: 230921

OR

Please click the link below to join the webinar:

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Passcode: 230921

If you want to comment during the public comment portion of the agenda, Press *9 on your phone or raise your hand in the zoom controls and we will select you from the meeting cue.

NOTE: Your phone number will appear on the screen unless you first dial *67 before dialing the numbers as shown above.

XII. ADJOURNMENT - The next Adjourned Meeting of the Maywood City Council is March 10, 2021 at 7:00 p.m.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

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





AGENDA 1
ITEM NO. _____

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

WEDNESDAY, FEBRUARY 10, 2021 AT 7:00 P.M.

PLEASE NOTE THAT THE CITY COUNCIL MAY ACT ON ANY ITEM LISTED ON THE AGENDA

I. CALL TO ORDER and ROLL CALL

II. CITY OFFICIALS

MAYOR

Ricardo Lara (present)

CITY CLERK

Flor Aguiluz (teleconference)

MAYOR PRO TEM

Heber Marquez (teleconference)

CITY TREASURER

Mary Mariscal (teleconference)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Frank Garcia (teleconference)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (teleconference)

STAFF PRESENT:

Hrant Manuelian, Finance Director (teleconference)

Shirley Quinones, Deputy City Clerk (present)

Gisselle Delgado, Community Service Liaison(teleconference)

Edith Carrillo, Administrative Analyst (teleconference)

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC
PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE ORDER N-29-20 THIS MEETING WAS
HELD AS A TELECONFERENCE MEETING.

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

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

<https://us02web.zoom.us/j/83462998899?pwd=QOY1amR5K1V5VXFNMmorZ3FibjgyUT09>

Passcode: 707904

Teleconference: 1-669-900-6833 Zoom Meeting ID: 834 6299 8899 Passcode: 707904

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor, Council Members and City Manager provided community updates.

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

The following spoke on Agenda Items:

- 1) Maria Villatoro (Submitted by e-mail)
- 2) Veronica Guardado (Submitted by teleconference)

VI. PRESENTATIONS

Proclamation presented to the International WeLoveU Foundation.

Deputy Trejo presented crime trends in the City of Maywood

VII. PUBLIC HEARING

none

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 for 01/27/2021 Regular City Council Meeting. **Motion to approve the minutes of January 27, 2021 by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.**
2. Resolution 6163 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving the Warrants for Payments. **Motion to adopt Resolution 6163 to the Maywood Community Redevelopment Agency Approving the Warrants for Payments by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.**
3. Revenue Report from July – January 2021 **Motion to receive and file Revenue Report from July 2020 – January 2021 by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.**
4. Monthly Cash and Investment Report to Council. **Motion to receive and file the Monthly Cash and Investment Report by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.**
5. Proposed Amendment to the Fiscal Year (FY) 2020-2021 Community Development Block Grant (CDBG) Program and adoption of Resolution No. 6164 approving the reallocation of \$215,668 in Community Development Block Grant Funds for the Emergency Rental

Assistance Program, Small Business Grant Program, and Emergency Owner Occupied Utility Assistance Program. **Motion to adopt Resolution No. 6164 approving the reallocation of \$215,668 in Community Development Block Grant Funds for the Emergency Rental Assistance Program, Small Business Grant Program, and Emergency Owner Occupied Utility Assistance Program by De La Riva. Second by Marquez. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.**

6. Consideration of approving the Community Benefit Fund Application from the Southeast Rio Vista-YMCA in the amount of \$10,000.00. **Motion to approve the Community Benefit Fund Application from the Southeast Rio Vista-YMCA in the amount of \$10,000.00 by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.**
7. Consideration of approving the Community Benefit Fund Application from Budding Artists (BA) through their Fiscal Sponsor Fulcrum Arts in the amount of \$2,000.00. **Motion to approve the Community Benefit Fund Application from Budding Artists (BA) through their Fiscal Sponsor Fulcrum Arts in the amount of \$2,000.00 by Marquez. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.**
8. Adoption of a Resolution Authorizing Submittal of Application for Payment Programs and Related Authorizations (Beverage Containers Recycling Grant). **Motion to adopt Resolution No. 6165 Authorizing Submittal of Application for Payment Programs and Related Authorizations (Beverage Containers Recycling Grant) by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES.**

IX. DISCUSSION/ACTION ITEMS

9. Consideration of Establishing a City of Maywood Scholarship Program for High School Seniors. **Direction given to staff to work with Mayor Lara and Councilman Garcia to explore resources and/or scholarships to assist high school seniors planning to attend Trade School upon graduation.**

X. CLOSED SESSION

1. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1);
 - a. L.A. Labs Inc., et al. v. City of Maywood, Los Angeles Superior Court Case No. 19STCP05291. **No reportable action.**
 - b. Nadiya Aziz v. City of Maywood, Los Angeles Superior Court, Case No. 19STCP04963 . **No reportable action.**
 - c. Sigrid Lopez v. City of Maywood, Los Angeles Superior Court Case No. 19STCP05000. **No reportable action.**
 - d. Maywood Investment Group v. City of Maywood, Los Angeles Superior Court, Case No. 19STCV44946. **The City Attorney reported that the court has issued a ruling in favor of the City of Maywood.**

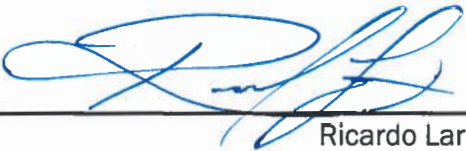
- e. Bell Gardens Avenue, LLC; Vanessa Delgado, v. 8000 Bell Gardens, LLC; et al., Los Angeles Superior Court, Case No. 20STCV26362. **No reportable action.**
 - f. Mendoza v. City of Maywood et. al, Los Angeles Superior Court Case No. 20NWCV00592 **No reportable action.**
2. Conference with Legal Counsel, Anticipated Litigation-Significant Exposure to Litigation, Government Code Section 54956.9(d)(2); Number of potential cases:1
No reportable action.

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

The following spoke on Agenda Items:

- 1) Maria Villatoro (Submitted by e-mail)
- 2) Margarita Echeveria (Submitted by e-mail)
- 3) Maria Estrada (Submitted by teleconference)
- 4) David Perez (Submitted by teleconference)
- 5) Veronica Guardado (Submitted by teleconference)

XII. ADJOURNMENT - Meeting adjourned in the memory of Husni Saleh at approximately 9:43 p.m. to the next Regular Meeting of the Maywood City Council is February 24, 2021 at 7:00 p.m.



Ricardo Lara, Mayor

ATTEST:



Flor Aguiluz, City Clerk
Shirley Robinson, Deputy City Clerk

COUNCIL AGENDA

ITEM No. 2

RESOLUTION NO. 6166

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions for \$737,171.19 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 24th day of February, 2021.


Ricardo Lara, Mayor

ATTEST:


Flor Aguiluz, City Clerk
Shirley Quinones, Deputy City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

)
)
)

I, Flor Aguiluz, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6166 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 24th day of February, 2021 by the following roll call vote, to wit:

AYES: DE LA RIVA, GARCIA, TORRES, MARQUEZ, LARA

NAYES:

ABSENT:

ABSTAINED:



Flor Aguiluz, City Clerk
Shirley Quinsnes, Deputy City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, February 24, 2021

Accounts Payable

Accounts Payable prepaid warrants for payment: Checks No. 088056 - 088077	\$ 27,104.51
Accounts Payable regular warrants for payment: Checks No. 088078 - 088095	\$ 557,269.21
Sub-total	\$ 584,373.72

Wire Transfers/ACH Transactions

02/04/21 CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees	\$ 118,010.88
02/04/21 CalPERS Health Premium February 2021	\$ 27,822.37
02/04/21 CalPERS Employer Contribution - Pay Period 1/17/2021 - 1/30/2021	\$ 5,657.29
02/12/21 US Bank Analysis Service Charge	\$ 1,306.93
Sub-total	\$ 152,797.47

Total Demands **\$ 737,171.19**

City of Maywood
Detail Warrants for Payment
Warrants No. 088056 to 088095

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
088056	P	2/17/2021	All Around Fire Protection	405.91	Annual Service/Maintenance Fire Alarm/Extinguishers
088057	P	2/17/2021	AT&T	403.81	Elevator Emergency Phone Line 01/10/2021 - 02/09/2021
088058	P	2/17/2021	AT & T Long Distance	47.75	Elevator Emergency Line January 2021
088059	P	2/17/2021	Brinks, Inc.	730.72	February 2021 Cash Handling Service November 2020 Cash Handling Service Transportation
088060	P	2/17/2021	Dewey Pest Control	447.00	February 2021 Pest Control City Hall One Time Service 3615 E. 57th Street
088061	P	2/17/2021	Dove Communications Inc	100.00	Training on phone software with City Staff
088062	P	2/17/2021	Dunn Edwards Corp.	282.52	Public Works Supplies
088063	P	2/17/2021	JCL Traffic Services	2,895.10	Public Works Supplies
088064	P	2/17/2021	L.B. Johnson Hardware Co.	430.54	Public Works Supplies
088065	P	2/17/2021	Perez Plumbing Appliance Repair & Contractor	975.00	Repair and Replace toilets
088066	P	2/17/2021	Perforated Paper	85.46	Perforated Paper for Business License
088067	P	2/17/2021	Preferred Benefit Insurance Administrators, Inc.	2,039.00	Dental & Vision Insurance February 2021
088068	P	2/17/2021	QDoxs	68.99	Copier Base Charge February 2021
088069	P	2/17/2021	Southern California Edison	15,775.72	Various Locations 12/28/2020 to 01/27/2021
088070	P	2/17/2021	Sparkletts Drinking Water Corp	60.68	City Hall Office Water
088071	P	2/17/2021	The Gas Company	261.27	4323 Slauson Ave. 01/08/2021 - 02/08/2021
088072	P	2/17/2021	The Gas Company	19.56	4317 Slauson Ave. 01/08/2021 - 02/08/2021
088073	P	2/17/2021	The Gas Company	46.71	4319 Slauson Ave. 01/08/2021 - 02/08/2021
088074	P	2/17/2021	Time Warner Cable	621.56	Internet & Phone Service February 2021
088075	P	2/17/2021	Trench Plate Rental Co.	700.58	Public Works - Stop Sign/Wood & Metal Barricade
088076	P	2/17/2021	Xerox	287.43	January 2021 Base Charge and Printing Fee
088077	P	2/17/2021	Xerox Financial Services	419.20	Lease Payment 01-15-2021 - 02-14-2021
088078		2/17/2021	ABM Building Solutions, LLC	922.66	Repair Mini Split System Server Room Substation
088079		2/17/2021	Amazon Capital Services	198.98	Office Supplies

EXHIBIT 'B'

City of Maywood
Detail Warrants for Payment
Warrants No. 088056 to 088095

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
088080		2/17/2021	Amigos Del Los Rios	6,060.00	Maywood Watering Services (December 2020 - January 2021)
088081		2/17/2021	Clean Street	7,500.00	January 2021 Street Sweeping Services
088082		2/17/2021	CoreLogic Solutions, LLC.	213.65	Property Finder February 2021
088083		2/17/2021	Crosstown Electrical & Data, Inc.	4,651.73	Preventive Maintenance Street Lights
088084		2/17/2021	Daily Journal Corporation	580.00	Publication of Official Notices
088085		2/17/2021	Dapeer, Rosenblit & Litvak, LLP	761.10	Code Enforcement Legal Services January 2021
088086		2/17/2021	Dave And Frank Automotive	40.00	City Fleet Vehicle: Tire Repair
088087		2/17/2021	DIANA CHO & ASSOCIATES	3,612.50	CDBG Consulting December 2020 CDBG Consulting January 2021
088088		2/17/2021	George Hill Company	202.50	City Claims/Adjuster January 2021
088089		2/17/2021	Graffiti Protective Coatings	30,762.00	January 2021 Bus Shelter Maintenance Citywide Graffiti Removal December 2020 Citywide Graffiti Removal January 2021
088090		2/17/2021	Intelligent Var Technology dba Intelli-Tech	9,308.00	Microsoft Office 365 License
088091		2/17/2021	Metro Transit Services	35,051.22	Public Transportation Services Express & Dial-A-Ride Jan. 21
088092			VOID	0.00	
088093		2/17/2021	Sheriff's Department	422,732.37	Public Safety Services December 2020
088095		2/17/2021	Transtech Engineers, Inc	34,672.50	City Engineering Services
TOTAL:				\$584,373.72	



City of Maywood

Proclamation *Black History Month*

WHEREAS, During Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

WHEREAS, Black History Month grew out of the establishment, in 1926, of Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and

WHEREAS, the 2019 national theme for the observance is “Black Migrations;” and emphasizes the movement of people of African descent to new destinations and subsequently to new social realities; and

WHEREAS, the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

WHEREAS, the City of Maywood continues to work toward becoming an inclusive community in which all citizens—past, present, and future—are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and,

WHEREAS, the City of Maywood is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation.

NOW THEREFORE, WE, the Mayor & Council of the City of Maywood, do hereby proclaim February 2021 as Black History Month, in recognition of African Americans – past and present – in our community.

On this 24th day of February 2021



Mayor Ricardo Lara

AGENDA REPORT

CITY OF MAYWOOD



AGENDA **4**
ITEM NO. _____

DATE: FEBRUARY 24, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER

BY: JENNIFER E. VASQUEZ, CITY MANAGER

SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES NEIGHBORHOOD LAND TRUST FOR THE PARAMETERS REGARDING THE DEVELOPMENT AND CONSTRUCTION OF IMPROVEMENTS TO EXISTING AND NEW PARKS IN THE CITY

RECOMMENDATION

Staff recommends that the City Council approve the Memorandum of Understanding between the City and the Los Angeles Neighborhood Land Trust establishing the parameters for the development and construction of improvements to existing and new parks in the City.

BACKGROUND

The Los Angeles Neighborhood Land Trust ("LANLT") is a non-profit organization that was established to address park inequities, especially in communities of color. LANLT approached the City Manager regarding a collaboration with the City whereby LANLT would seek grants to improve existing parks and then turn those improvements over to the City.

DISCUSSION

The proposed Memorandum of Understanding ("MOU") sets for the parameters for the funding and construction of improvements for a park project. LANLT business model is to partner with the City and develop a conceptual plan for park improvements and to conduct outreach to the community. Once the plans are solidified, LANLT seeks grants that would underwrite the costs of the design, development and construction of the

improvements. If LANLT is successful in obtaining grant funding, LANLT will then hire a contractor to construct the improvements and they will oversee the project. Once completed, the improvements are turned over to the City and the City accepts those improvements and the assumes the remaining grant obligations regarding the improvements.

There is no cost to the City to enter into this MOU. LANLT provides the community outreach at its own cost and the park improvements plans and specifications are done by LANLT using their in-house team.

LEGAL REVIEW: The City Attorney has reviewed this staff report.

FISCAL IMPACT: There is no cost for the City to enter into the MOU.

F.Y. 20-21 Impact: Unknown, bid price based	Current F.Y. Budget: \$
Fund Impacted: General Fund	Budget adjustment requested: \$
Source of funds: General Fund	Updated Account Budget: \$
Account number:	For fiscal year: 2020/2021

Attachments(s)

Attachment 1: Memorandum of Understanding

ATTACHMENT NO. 1

AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE LOS ANGELES NEIGHBORHOOD LAND TRUST FOR THE PARAMETERS REGARDING THE DEVELOPMENT AND CONSTRUCTION OF IMPROVEMENTS TO THE CERTAIN EXISTING OR NEW PARKS IN THE CITY OF MAYWOOD

This Agreement is for the parameters regarding the development and construction of a park project in the City of Maywood ("**Agreement**") is entered as of February 27, 2021, by and between the Los Angeles Neighborhood Land Trust, a California non-profit public benefit corporation ("**LANLT**"), and the City of Maywood, a city and municipal corporation of the State of California, ("**City of Maywood**" or "**City**"), individually referred to as "**Party**" and collectively as the "**Parties.**"

RECITALS

A. LANLT works to help communities raise funds; conduct research; and planning; and design and renovate parks, playgrounds, trails, and gardens. LANLT, seeks to build great parks which strengthen communities and increase park access and related health benefits, particularly in areas that are under-served by existing parks and recreation facilities.

B. The City of Maywood seeks to renovate existing parks and add additional park acreage to the city. City of Maywood commits to maintaining the identified Property described in Exhibit A, and, once built, its recreational facilities and other improvements (the "**Improvements**"), which together with the Property are collectively referred to as the "**Park**").

C. LANLT has been asked to partner with City of Maywood to (i) develop a conceptual plan for the Improvements to be built upon the Property, using the results of outreach to be performed by LANLT in partnership with Communities for a Better Environment and City of Maywood; (ii) contract for and oversee the construction of the Improvements; and (iii) identify and apply for any additional funding necessary for design, development, and construction of the Improvements.

D. LANLT is currently partnering with Communities for a Better Environment and the City of Maywood to identify potential park projects, conduct outreach and then apply for a grant to a public agency or other nonprofit or entity to fund the design, development, and construction of the Improvements, and once a grant program is selected, the City of Maywood will review the guidelines and confirm that it can and will abide by the land tenure requirements of the grant.

E. Upon award of grant, LANLT will coordinate the design, development, and construction of the Park on the Property.

F. LANLT will work with City of Maywood to obtain grant funds, and assure construction of Improvements, and once Improvements are finished, City of Maywood will accept the Improvements and all responsibilities related to the completed Park.

G. This Agreement is intended to summarize the primary roles and responsibilities of the Parties, establish the terms pursuant to which the Parties will work together to construct and develop the Park, and highlight some of the contingencies that must be satisfied in order to fulfill that objective.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Recitals. The recitals set forth above and incorporated herein and made part of this Agreement as if set forth in full.

2. Grant Agreement(s). The Parties acknowledge that LANLT's ability to deliver completed Park improvements to City of Maywood is contingent upon the award of grant money for the completion of the Improvements ("Development Grant"). Accordingly, LANLT will apply for the Development Grant, and City of Maywood will cooperate with LANLT in the grant application process. If the grant is not awarded, LANLT and the City of Maywood will meet and decide next steps and if they will pursue additional grant applications. If no grants are available for the Improvements, either Party may terminate this Agreement upon written notice.

(a) Grant Applications. LANLT will lead the grant application process and City of Maywood will cooperate in and review and comment upon grant applications. City of Maywood, subject to approval by the City Manager, as applicable, shall accept an assignment of any Grant Agreement or be the recipient of any grant and party to any Grant Agreement related to the acquisition and development of the Property. The grant applications will make clear that City of Maywood is the owner of the Property and will be the long-term steward of the Park after the Improvements are completed by LANLT and the Contractor (defined below).

(b) Incorporation by Reference. The terms of LANLT's installation of the Improvements and the payment therefor will be governed by the terms of this Agreement and any Grant Agreement. Accordingly, if a Grant Agreement is awarded for the funding and construction of the Improvements, the terms of any such Grant Agreement is hereby automatically incorporated into this Agreement as if set forth in full without further action by the Parties. In the event of any conflict between the terms of any Grant Agreement and the terms of this Agreement, the terms of the Grant Agreement shall control to the extent it is not against the public interest or in violation of any City of Maywood ordinance or any state or federal statute or regulation.

(c) Land Tenure Requirement. City of Maywood will accept the Improvements and be the long-term steward of the park site once the Improvements are built on the Property and accepted by the City as described in this Agreement. City of Maywood understands that grant funding from any Development Grant contains certain land tenure requirements. City of Maywood explicitly acknowledges that LANLT will rely on City of Maywood, as owner of the Property, to fulfill its long term stewardship of the Park.

(d) Additional Property. The City desires to explore additional grant opportunities for other City property as described in Exhibit A (“Other Property”) for the construction of improvements on such Other Property in the same manner as described herein. If the Parties agree to expand the scope of this Agreement to include the Other Property, such expansion shall be memorialized by an amendment to this Agreement executed by the Parties.

3. Term. The term (“**Term**”) of this Agreement will commence upon full execution hereof by the parties hereto (“**Effective Date**”), as evidenced by the latest date appearing below the signatures herein. Except those provisions that are explicitly stated to survive the expiration or termination of this Agreement, the Term will expire on the Acceptance Date, defined in Section 19 below, or upon such earlier date as City of Maywood or LANLT terminates this Agreement in accordance with Section 23 below.

4. Grant Agreement Requirements. City of Maywood is aware that the terms of the Development Grant may require that the Improvements must be completed by LANLT and accepted by City of Maywood before expiration of any performance period specified in any agreement for the Development Grant (“Grant Agreement”), and City of Maywood will cooperate with LANLT in fulfilling its review, approval, and acceptance obligations under this Agreement in a timely fashion in order to allow design, development, construction, and acceptance of the Improvements to be completed within any performance period specified in any Grant Agreement.

5. Outreach. LANLT, working closely with City of Maywood and Communities for a Better Environment, will conduct public workshops and/or other community outreach efforts designed to ascertain the needs of community members in the area surrounding the Property (“**Outreach**”) at no cost to the City. LANLT in close consult with CBE and the City of Maywood will use the results of the Outreach to develop a conceptual plan for the Improvements to be used for its application for a Development Grant.

6. Conceptual Design. LANLT will develop a budget for the expenditure of grant funds and, as part of the budget(s), will develop a conceptual plan for the Improvements that is consistent with both (i) the terms of the Grant Agreement(s) and (ii) the desires of City of Maywood, local community-based organizations, and the community as a whole as ascertained through public workshops and other community outreach efforts. LANLT will submit the budget, proposed design firm, and conceptual plan to City of Maywood’s City Manager, and City of Maywood will review the proposed design firm and budget(s) within thirty (30) business days and approve or return the budget(s) with comments to LANLT. The conceptual plan will be submitted to the City of Maywood staff for review and approval by the City Council (“**Council**”).

7. CEQA & NEPA Compliance. LANLT will work with City of Maywood to certify that the Project is exempt or in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA), whichever is applicable. Costs associated with the completion of that process will be paid, to the extent permitted by any Grant Agreement, from grant proceeds, and if not so permitted, then by City of Maywood.

8. MS4 Compliance. The project shall comply with the City of Maywood County National Pollution Discharge Elimination System (NPDES) Municipal Stormwater Permit (Order No. R4-2010-0108) or any successor permit or order.

9. Development of Plan and Specifications. LANLT will hire professional consultants to prepare detailed plans and specifications ("**Plans and Specifications**"). At the fifty percent (50%) design level, the ninety percent (90%) design level, and the one hundred percent (100%) final design level, LANLT will submit four (4) sets of Plans and Specifications to the City's contract City Engineer. At each of those design levels, the City of Maywood will review the Plans and Specifications within twenty (20) business days and approve or return the Plans and Specifications with comments, to LANLT. LANLT will provide four (4) hardcopies and one electronic copy of the final Plans and Specifications signed by a licensed landscape architect, licensed architect, or licensed engineer, as required.

10. Right of Entry. During the Term, City of Maywood will, at no cost to LANLT, allow LANLT, its employees and agents, full and unrestricted access to the Property pursuant to a Right of Entry, the form of which is attached as Exhibit B, to enable LANLT to perform its obligations under this Agreement. The Parties agree that during the Term, City of Maywood gives LANLT full authority to construct, operate, and maintain the project of installing the Improvements on the Property in accordance with the Plans and Specifications and the terms of any Grant Agreements, subject to the provisions of this Agreement.

11. Selection of a Contractor; Prevailing Wage; Change Orders.

(a) LANLT will select a prime contractor ("**Contractor**") that is licensed with the State of California with a current valid license appropriate for the Contractor to construct and install the Improvements in accordance with the Plans and Specifications and the terms of any Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement. The selected contractor shall be the most qualified bidder among a minimum of three submitted bids. LANLT will require its Contractor to provide both labor and performance bond(s) to ensure the completion of the Improvements.

(b) LANLT shall cause the Contractor and any subcontractors, to pay prevailing wages in the construction of the Improvements as those wages are determined pursuant to Labor Code Sections 1720, et seq., and implementing regulations, and to comply with all other applicable federal, State and local laws, regulations and ordinances pertaining to labor standards insofar as those laws, regulations and ordinances apply to the performance of the work regarding the Improvements as well as this Agreement. LANLT shall require the Contractor and any subcontractors to maintain accurate payroll records showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, and others employed on the Project in compliance with the Labor Code in addition to all other applicable Labor Code requirements related to the payment of prevailing wages

12. Payments. Where LANLT is the grantee under a Grant Agreement, LANLT is fully responsible for all payments to the Contractor and all other contractors and subcontractors from the proceeds of the grant, in accordance with the terms of the Grant Agreement.

13. Construction Management. LANLT will provide construction management services or hire a professional construction management firm to provide general management of construction activity, including, but not limited to, monitoring project schedule, insuring construction is conducted in accordance with the Plans and Specifications, conducting progress meetings, providing meeting minutes, and coordinating communications between all parties. City of Maywood staff will participate in the scheduled progress meetings to keep abreast of construction activity, review and give its concurrence with any change orders as requested by LANLT (which review and approval must be completed on the same business day but not more than 24 hours after receipt of the proposed change order or City of Maywood concurrence will be deemed granted), and to insure that work follows approved Plans and Specifications and that the Improvements are constructed within the approved budget. The City Manager is authorized to act on behalf of the City with regard to the change order process as described herein.

14. Construction Inspections. City of Maywood will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specifications. This is in addition to inspections conducted by the City that are customary for any construction project. Upon substantial completion, City of Maywood or its designee's staff will prepare a punch list ("**Punch List**"), which will need to be completed by Contractor before receiving the Acceptance Letter, as set forth in Section 19.

15. Permits and Fees for Construction. Whenever permit fees or any other fees (collectively, "**Fees**") are due to be paid to any Federal, State, County, or City agency in connection with the construction or opening celebration of the Improvements, LANLT will pay all such Fees, or coordinate with City of Maywood for the payment of such Fees, from grant proceeds. LANLT will respond to all requests for Fees by obtaining the permits and paying or causing to be paid from grant proceeds and/or obtaining a waiver of the Fees within the time provided, but not fewer than fifteen (15) calendar days of receipt of such requests.

16. Indemnification.

(a) LANLT will indemnify and save harmless City of Maywood, its officers, agents, and employees from any and all loss, expense, damage, injury, liability, and claims thereof for injury to or death of a person or loss of or damage to property, arising directly or indirectly from any activity undertaken by LANLT or its agents, including contractors, during the Term of this Agreement, regardless of the negligence of City of Maywood or whether liability without fault is imposed or sought to be imposed on City of Maywood, except to the extent that such loss, damage, injury, liability, or claim is the result of the gross negligence or willful misconduct of City of Maywood, its officers, agents,

or employees. In addition to LANLT's obligation to indemnify City of Maywood, LANLT specifically acknowledges and agrees that it has an immediate and independent obligation to defend City of Maywood from any claim that actually or potentially falls within this indemnification provision. The indemnity and defense obligations described in this Section 16(a) will survive expiration or termination of this Agreement as to obligations arising before the Acceptance Date.

(b) Upon the date of issuance by City of Maywood of the **Acceptance Letter** pursuant to Section 19 below, City of Maywood will indemnify and save harmless LANLT and its officers, agents, and employees from any and all loss, expense, damage, injury, liability, and claims thereof for injury to or death of a person or loss of or damage to property, that arises subsequent to the Acceptance Date directly or indirectly from any activity by City of Maywood or its agents under this Agreement, regardless of the negligence of LANLT or whether liability without fault is imposed or sought to be imposed on LANLT, except to the extent that such loss, damage, injury, liability, or claim is the result of the gross negligence or willful misconduct of LANLT, its officers, agents, or employees. In addition to City of Maywood's obligation to indemnify LANLT, City of Maywood specifically acknowledges and agrees that it has an immediate and independent obligation to defend LANLT from any claim that actually or potentially falls within this indemnification provision. The indemnity and defense obligations described in this Section 16(b) will survive the expiration or termination of this Agreement as to obligations arising after the Acceptance Date.

17. Insurance. During the Term, LANLT as well as any consultants or contractors hired by LANLT will maintain the insurance coverage required under any of the Grant Agreements and the City. In addition the general liability and automobile liability policies of such coverage will contain, or be endorsed to contain, the following provisions:

(a) City of Maywood, its officers, agents, and employees will be covered as an additional insured with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of LANLT during the Term; and with respect to liability arising out of work or operations performed by or on behalf of the LANLT during the Term, including materials, parts or equipment furnished in connection with such work or operations.

(b) City of Maywood, its officers, agents and employees will be covered as an additional insured with respect to the general liability insurance policy

(c) For any claims related to this Agreement, LANLT's insurance coverage will be primary insurance with respect to City of Maywood, its officers, agents, and employees.

18. Final Inspection. Upon notice from LANLT that the Improvements have been installed in accordance with the Plans and Specifications, City of Maywood or its designee will, within five (5) working days of such notice, perform a final inspection; provided, however, that LANLT will not deliver such notice to City of Maywood until LANLT has: (a) obtained all necessary regulatory approvals, including all approvals required by

the City as is customary for construction projects (b) submitted to City of Maywood the completed Punch List prepared by City of Maywood or its designee pursuant to Section 14, and (c) submitted to City of Maywood the waivers, releases and assignments required under Section 20 of this Agreement. If City of Maywood's final inspection discloses any deficiencies, City of Maywood will prepare a new Punch List for completion by LANLT and Contractor, and LANLT will be subject to compliance with the procedures set out in this Section 17.

19. Final Acceptance. Upon City of Maywood's inspection and decision to accept the work pursuant to Section 18, City of Maywood will prepare a letter of final acceptance (the "**Acceptance Letter**") addressed to LANLT within ten (10) business days. The date of the acceptance letter or ten (10) business days following decision to accept work, whichever comes sooner, shall constitute the "**Acceptance Date.**" Upon the Acceptance Date, the City's release of LANLT from further responsibility or liability pursuant to Section 16(a) of this Agreement shall also be effective. Before the Acceptance Date, LANLT will immediately remove all of its property from the Property and will repair, at LANLT's cost, any damage to the Property caused by such removal or caused by LANLT's construction activities on the Property. Following the Acceptance Date, City of Maywood will provide LANLT with a resolution from the City Council accepting the Improvements as a "gift-in-place" from LANLT, with appropriate acknowledgement to City of Maywood or other agencies as required under any Grant Agreement. Before delivery by City of Maywood of (i) the Acceptance Letter to LANLT, and (ii) the Assignment and Assumption of Grant Agreement(s) detailed in Section 20 below, City of Maywood will not allow public use of the Property or Improvements.

20. Assignment and Assumption of Grant Agreement(s). Some obligations of the Grant Agreement(s), such as, provisions pertaining to accepted uses and maintenance of the Property, extend beyond the Acceptance Date. Accordingly, the Acceptance Date will also constitute the date of City of Maywood's assumption and acceptance of LANLT's obligations as grantee of any such Grant Agreement. Specifically, and without limitation, City of Maywood will thereupon assume and accept the obligations of any such Grant Agreement pertaining to use of the Park and the land tenure requirements discussed in Section 2(c) above. LANLT and City of Maywood each agree to execute any agreement for the assignment and assumption of any such Grant Agreement. City of Maywood will indemnify and save harmless LANLT and its officers, agents, and employees from any and all loss, expense, damage, injury, liability, and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from the failure of City of Maywood to comply with the terms of any Grant Agreement assumed by City of Maywood under this Section.

21. Delivery of Improvements. On the Acceptance Date, LANLT will deliver the Improvements free of all liens or claims, and will provide City of Maywood fully executed unconditional waivers and releases from the Contractor and all other contractors and subcontractors of all claims against City of Maywood, its employees, and agents. LANLT will assign to City of Maywood any warranties or guaranties attendant or accompanying its contracts with the Contractor and any other contractors and subcontractors or consultants. LANLT will also assign to City of Maywood the right to any available

remedies for construction and latent defects. LANLT will deliver as-built drawings that are marked-up on hard copy of construction drawings, operating manuals, all warranties, project files and any additional requirements as outlined in the Plans and Specifications.

22. Signage. City of Maywood agrees that LANLT will have the right to erect informational plaques or signs on the Property, detailing proper use of improvements and acknowledging the contributions of LANLT, the grantors under any Grant Agreements, and Communities for a Better Environment organizations, subject to the prior approval of City of Maywood and contingent upon the receipt of all necessary approvals pursuant to normal City of Maywood procedures. Signage will be installed by LANLT during installation of the Improvements or by City of Maywood following the Acceptance Date, in accordance with the requirements of any Grant Agreement. City of Maywood will have the sole right to name the Park according to its naming policy or in the absence of such a policy, as provided for a resolution adopted by the City Council.

23. Publicity. The Parties agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this Agreement, the construction of the Improvements, except as may be legally required by applicable laws, regulations, or judicial order. The Parties agree to notify each other in writing of any press release, public announcement, or marketing of the Park. Further, any press release, public announcement, marketing materials, or brochures prepared by either Party will appropriately acknowledge the contributions of both Parties. Similarly, any document, written report, or brochure prepared by either Party, in whole or in part pursuant to installation of the Improvements, will contain any acknowledgements required under any Grant Agreement. To the extent stipulated in any Grant Agreement, the Parties will duly notify any grantors, and each other, before any public or media event publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. Further, the Parties will coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both Parties, including elected officials and public officials.

24. Default; Termination.

(a) Any failure by LANLT to perform or comply with any of the terms, covenants, obligations, conditions, or representations made under this Agreement that is (i) not cured within fifteen (15) business days from the date of written notice from City of Maywood of such failure, or (ii) if such default is not capable of cure within such 15-business day period, LANLT has not promptly undertaken action to cure such failure within such 15-day period and diligently pursued such cure; will constitute an event of default ("**Event of Default**"). Upon occurrence of an Event of Default by LANLT, City of Maywood will have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

(b) If LANLT successfully completes the installation of the Improvements and the Acceptance Date has occurred, then this Agreement will specifically not be

terminable by City of Maywood with respect to any continuing obligations of City of Maywood under this Agreement or as successor grantee under any Grant Agreements, including any land tenure requirements.

25. Use and Maintenance of the Park. City of Maywood may only use the Park in a manner that is consistent with the terms of any Grant Agreement, and City of Maywood assumes the obligations for use and maintenance of the Park for the time and in the manner specified in any Grant Agreement. City of Maywood will make no other use or sale or other disposition of the Property, except as authorized by any Grant Agreement.

26. Memorandum of Grant Agreement. To the extent required under the terms of any Grant Agreement, City of Maywood agrees to execute (with notarized signatures) and deliver to LANLT an original memorandum or notice of any such Grant Agreement. LANLT may record any such memorandum or notice of Grant Agreement in the Official Records of Maywood County, California.

27. Notice. Notices provided in writing pursuant to this Agreement shall be delivered personally, by recognized overnight courier that guarantees next-day delivery, or email and addressed as follows:

City of Maywood: Attn: City Manager
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270
(323) 562-5700

Licensee: Los Angeles Neighborhood Land Trust
1689 Beverly Boulevard
Los Angeles, CA, 90026
Attn: Tori Kjer
Email: tkjer@lanlt.org
Tel: (213) 572.0188 ext. 106

Such addresses may be changed from time to time by either Party by providing notice as set forth above. Notices will be deemed received, (a) if delivered personally or by overnight courier, when received as evidenced by a receipt, or (b) if transmitted by email or facsimile, upon transmission, provided that the sender does not receive any indication that the email has not been successfully transmitted. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request, or other communication sent.

28. Attorneys' Fees. In any action or proceeding to enforce or interpret this Agreement or any portion thereof, the prevailing party shall be entitled to all costs incurred and reasonable attorneys' and experts' fees.

29. Miscellaneous.

(a) This Agreement may be amended or modified only in a writing signed by LANLT and City of Maywood. This Agreement may be signed in counterparts.

(b) This Agreement (including the exhibits hereto, which are incorporated herein by this reference) contains the entire understanding between the parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.

(c) All actions described herein including but not limited to the construction of the Improvements on the Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City of Maywood its municipal code, the building standards code as in effect in the City, applicable county code if any, and applicable state and federal laws, codes, and regulations.

30. Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City of Maywood hereunder may be made by the City Manager or his or her designee in his or her sole and absolute discretion.

[Remainder of Page Intentionally Left Blank; Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement Between the City of Maywood and Los Angeles Neighborhood Land Trust for Development and Construction of improvements to the Property to be executed as of the date first written above.

City of Maywood
A Municipal Corporation

LA Neighborhood Land Trust
A California Nonprofit Public Benefit Corporation

By: 
Ricardo Lara
Mayor

By: _____
Tori Kjer
Executive Director

By: 
Flor Aguiluz / Shirley Quiñones
City Clerk / Deputy City Clerk

APPROVED AS TO FORM:

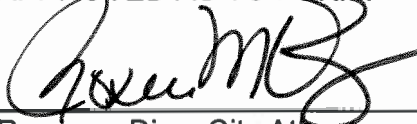

Roxanne Diaz, City Attorney

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT B

RIGHT OF ENTRY AGREEMENT

AGENDA REPORT

CITY OF MAYWOOD



AGENDA **5**
ITEM NO. _____

DATE: FEBRUARY 24, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER

BY: ABEL HERNANDEZ, PUBLIC WORKS COORDINATOR

SUBJECT: CONSIDERATION OF SELECTING AN AUCTION VENDOR OR
HOLDING AN IN-HOUSE SALE OF SURPLUS CITY STREET NAME
SIGNS

RECOMMENDATION

Staff recommends that the City Council either:

- 1) Direct the City Manager and City Attorney to formalize an agreement with an auction vendor; or
- 2) Direct staff to conduct the sale of surplus city street name signs in-house at a rate determined by the City Council.

BACKGROUND

The City Council most recently discussed the “Sale of Old City of Maywood Street Name Signs” at the December 9, 2020 city council meeting. At that meeting staff proposed the selling of the street name signs in-house and setting the cost per street name sign. As Council discussed the price for the signs it was highlighted that some signs may be of more value than others; consequently, Council directed staff to research options to auction the street name signs. There are approximately 376 street name signs.

DISCUSSION

Staff has researched methods for auction and attached to the report is information regarding two companies recommended for auctioning.

Option 1: General Auction Company encompasses a full-service auction option, where they conduct a full physical inventory of the sale items (street name signs), upload and post all items onto their website, conduct the auction, and collect the payment. Once payment from the buyer is complete, the vendor will then send the city a paid-in-full receipt/invoice to release the item/sign. The city then can set a pickup date to release the purchased street name sign at the city's corporate yard with the proof of receipt. Payment from the vendor will then be sent to the city by way of a check approximately 21 working days after the sale.

The vendor offers two tiers of service. The first tier includes the physical inventory of the signs which is priced at 25% of sale auction price. The second tier does not include physical inventory, this service cost is set at 15% of sale auction price.

The vendor found for this type of full service is:

General Auction Company located at 7015 Knott Ave. Buena Park CA. 90620. (714-670-8510)

Option 2: Easy Auction encompasses a lesser service auction option, where the website or vendor does not offer a full physical inventory and posting of the sale items. In this case city staff would conduct the physical inventory of the signs, post onto the website or app and conduct the auction. Payments for purchased signs would be received directly into a PayPal account. Receipt and sign pickup would be similar Option 1.

The cost for this service is \$99 per month, a \$49 set up fee, and a \$25 website domain fee.

The vendor found for this type of service is:

Easy Auction (website is easy.auction)

Alternatively, the City Council may direct staff to conduct the sale of the surplus street name signs in-house at a rate determined by the City Council.

LEGAL REVIEW: The City Attorney has reviewed this staff report.

FISCAL IMPACT: There is no fiscal impact at this point. The income generated from the sale will go to the Gas Tax Special Revenue fund.

Attachments(s)

Attachment 1: General Auction sample page

Attachment 2: General Auction information page

Attachment 3: Easy Auction sample page

Attachment 4: Easy Auction information page

ATTACHMENT NO. 1

**General Auction Company**7015 Knott Ave.
Buena Park, CA 90620

Date(s) 2/9/2021 - 3/5/2021

Bidding Open

Online-Only Auction

Bidding opens Wednesday February 10th. Items will start closing March 5th at 8 am (PST). 1 item every 30 seconds, with additional time extension when bids are made in the last 60 seconds of close.

[Add Deposit or learn How-To Bid! Click Here](#)

This auction sale will feature TIMED AUCTION BIDDING powered by HiBid. All prospective bidders are required to register on-line with a \$500.00 deposit, bidding can start once you are approved, Approvals are manually verified and may take so

Bidding Notice: Due to the COVID 19 Outbreak, this auction will be sold online only.

Auction Notice: Buyers Premium: 14% Veh & Equip | 16% Misc + \$20.00 (Additionally, Terms and Conditions Apply)

[AUCTION DETAILS](#)[REGISTER TO BID](#)[VIEW CATALOG](#)[ADD DEPOSIT](#)**SEARCH**

Single Page

Show lots

Showing 1 to 10 of 248 lots

[1](#)[2](#)[3](#)[4](#)[5](#)[6](#)[7](#)[...](#)[25](#)[Next](#)

LOT 13063 BOX OF STAR WARS ACTION  15.00 USD 4 BIDS 13d 22h 56m ADD DEPOSIT	LOT 13064 1 LOT W/COLLECTABLE  5.00 USD 1 BID 13d 22h 57m ADD DEPOSIT	LOT 13066 1 LOT W/COLLECTABLE  5.00 USD 1 BID 13d 22h 57m ADD DEPOSIT	LOT 13067 1 LOT W/COLLECTABLE  5.00 USD 1 BID 13d 22h 58m ADD DEPOSIT
LOT 13068 1 LOT W/COLLECTABLE  5.00 USD 1 BID 13d 22h 58m ADD DEPOSIT	LOT 13069 1 LOT W/ SILVER EDWINA  0.00 USD 0 BIDS 13d 22h 59m ADD DEPOSIT	LOT 13071 1 LOT W/ SILVER EDWINA  0.00 USD 0 BIDS 13d 22h 59m ADD DEPOSIT	LOT 13072 1 LOT W/ SILVER EDWINA  0.00 USD 0 BIDS 13d 23h ADD DEPOSIT
LOT 13073 1 LOT W/ SILVER EDWINA  0.00 USD 0 BIDS 13d 23h ADD DEPOSIT	LOT 13074 1 LOT W/ SILVER EDWINA  0.00 USD 0 BIDS 13d 23h 1m ADD DEPOSIT		

Show lots

1 2 3 4 5 6 7 ... 25 Next

 **FINANCING**

 **SHIPPING**

 **INSURANCE**

ATTACHMENT NO. 2

#1 Public Auction

Vehicles | Equipment | Miscellaneous

Next Auction: March 5th, 2021

Bid Online (<https://generalauction.hibid.com/catalog/263058/vehicles--equipment--misc-march-5--2021/>)

ONLINE BIDDING

General Auction Company provides the convenience of live webcast with video, audio & internet bidding of our monthly auctions. You can either leave your bid now (internet bid) or bid live in real time on auction day. Register online FREE today.

Create an Account (<https://generalauction.hibid.com/account>)

Log On
(<https://generalauction.hibid.com/account/login/>)



CATEGORIES



Buses

(<https://generalauction.hibid.com/lot/263058/vehicles--equipment--misc-march-5--2021/>)
q=&cat=626



Cars

(<https://generalauction.hibid.com/lot/263058/vehicles--equipment--misc-march-5--2021/>)
q=&cat=242



Commercial Trucks

(<https://generalauction.hibid.com/lot/263058/vehicles--equipment--misc-march-5--2021/>)
q=&cat=517



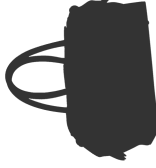
Equipment

(<https://generalauction.hibid.com/lot/263058/vehicles--equipment--misc-march-5--2021/>)
q=&cat=265



Electronics

(<https://generalauction.hibid.com/lot/263058/vehicles--equipment--misc-march-5--2021/>)
q=&cat=190



Apparel

(<https://generalauction.hibid.com/lot/263058/vehicles--equipment--misc-march-5--2021/>)
q=&cat=114

ABOUT US

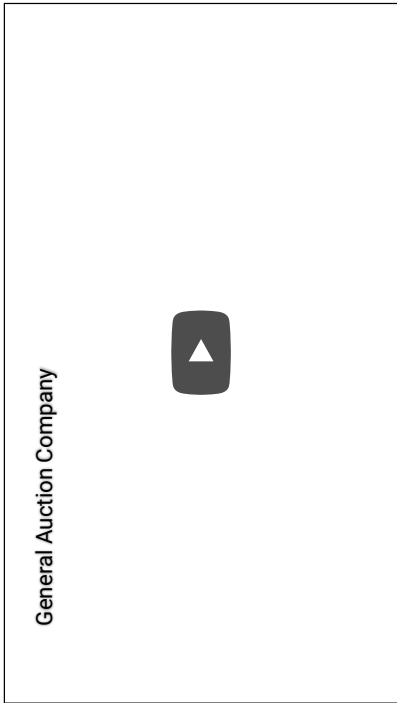
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- Service & Repair

General Auction of Southern California is the premier auction destination for buyers and sellers of cars, trucks, suvs, vans, construction equipment, boats, jetskis, trailers, motorcycles, farm equipment, electronics, coins, jewelry, art and land.

Since 1996, General Auction has been serving local and national buyers and sellers with the most diverse inventory available in one live auction location.

Continue... (aboutus.php)



Register	Auctions	Services	Contact Us
How-To (https://generalauction.com/how-to.php)	Vehicles, Equipment, Misc March 5, 2020 (https://generalauction.hibid.com/catalog/263038/vehicles-equipment--misc-march-5--2021/)	Online Bidding (https://generalauction.hibid.com/auctions/culbena-park)	7015 Knott Ave. Buena Park CA, 90620 714-670-8510
Login / New Bidder (https://generalauction.hibid.com/account/login)	Vehicles, Equipment, & Misc April 2, 2021 (https://generalauction.hibid.com/auctions/)	How to Buy (howtobuy.php) About Us (aboutus.php)	support@generalauction.com (mailto:support@generalauction.com) Careers (careers.php)



(<https://www.yelp.com/biz/general-auction-company-buena-park>)

ATTACHMENT NO. 3



Create an Account



Bid and Win



Pay the Seller



Enjoy your Purchase!

LATEST LISTINGS



12 hours 05 mins 38 secs

Disney World, 2 4-Day Tickets.

\$99.00

[Details](#)

1 days 57 mins 33 secs

Fujifilm instax mini 90 brown Ne...

\$100.00

[Details](#)

1 days 8 hours 34 mins

RFID Blocking Metal Wallet

\$29.00

[Details](#)

1 days 9 hours 39 mins

Vacation to Gran Canaria

\$299.00

[Details](#)

1 days 9 hours 39 mins

Grey and brown corded headph...

\$49.00

[Details](#)

1 days 9 hours 39 mins

Ray-Ban Original Wayfarer Classi...

\$59.00

[Details](#)

1 days 9 hours 39 mins

Amazon Fire TV Stick

\$69.00

[Details](#)

1 days 9 hours 41 mins

Amazon Echo Dot (3rd Gen)

\$39.00

[Details](#)

1 days 9 hours 43 mins

Fujifilm INSTAX Mini Film

\$19.00

[Details](#)

1 days 9 hours 43 mins

Donkey Kong Country: Tropical ...

\$49.00

[Details](#)

1 days 9 hours 43 mins

Trip to Miami

\$199.00

[Details](#)

1 days 9 hours 43 mins

Grand Canyon Hiking Tour for 2

\$199.00

[Details](#)


[Home](#) [Vacation](#) [Electronics & Photo](#) [Sports & Outdoor](#) [Gifts](#)

 Phone:
111-111-1111


1 days 9 hours 43 mins

Visit Amsterdam

\$49.00

[Details](#)


1 days 9 hours 43 mins

City trip: beautiful Rome

\$99.00

[Details](#)


1 days 12 hours 40 mins

Fitbit charge 4 black

\$89.00

[Details](#)


1 days 17 hours 13 mins

Salta combo trampoline

\$199.00

[Details](#)
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ATTACHMENT NO. 4



Enter a question here to search our knowledgebase for answers...

English

Search

GET STARTED NOW

DEMO

Articles

What are the total costs of our services?

The total costs are dependent on the package you select while ordering. The Smart Package is...

Can I use an existing domain name?

Yes you can use your existing domain name. You can either configure your domain name to our...

Can I see a list of all features?

You can see a detailed list of all features at this page:...

What do you mean by max. 25 or max. 50 active items?

The Smart package allows a maximum of 25 active items: there can be max. 25 (not ended)...

Can auction winners pay sellers directly?

Yes, we have a built-in PayPal and Stripe.com (credit cards) payment gateway.

If I order, how soon can I start?

Our system sets up your new website immediately. You can start within 5 minutes. However: please...

Can I customize the auction site?

You don't need to hire us to upload your own logo, change the color scheme or create information...

Can I cancel at any time?

Yes: you can easily cancel your subscription from your Client Area (go to...

How many items can I list?

There are limits on the number of items you can list: Smart package: max. 25 active items...

Is there a free trial period?

We do not offer a free trial period. However, if you are unsure then you could consider ordering...

I already have a website. Can I integrate your solution?

No, our solution is not suitable for integration into an existing website. We advise you to...

What happens after I order?

Our system sets up your new website immediately. You will receive system emails from our website...

What servers do you use?

We use a managed 8-core Litespeed VPS Server with SSD and Turbo Boost featuring up to 20x faster...

Can I translate your solution into my own language?

Yes, you can easily translate our solution to your own language using our built-in translation...

Is hosting included?

Yes, hosting is included. Please also have a look at this page:...

Do you also offer other TLD's like .auction?

Yes we can supply .auction domain names just like any other valid TLD. Please contact us if you...

Will my auction site have any of your branding on it?

The Smart package has a small footer notice "powered by Easy.Auction". The Plus and Pro package...

Will I own the domain name of my choice?

Yes, in case of a new domain name the domain will be yours. We will only keep your details. You will own...

You have 2 items in your shopping cart

CHECKOUT

Contact Us





Can I use SSL (https)?

Is a domain name included? We can register your new domain name for \$12 per year (.com, .net etc.). You may also want to...

English

Can I click GET STARTED NOW or DEMO?

You can. But: we do not support penny, cent or ultra short auctions.

Do you charge any fees anytime we sell or auction an item?

We do not charge any fees or commissions other than the monthly fees stated on our website.

Can I order from any country?

Easy.Auction provides it's service to customers from any country where it is not prohibited or...

I am having troubles signing up. How should I enter the domain name while ordering?

Are you experiencing problems signing up, entering the domain name of your choice? Please make...

Can I have a white label version of Easy.Auction?

Yes: the Plus and Pro package are unbranded (no footer notice of Easy.Auction at all).The Smart...

I need a reverse auction (procurement system). Is that possible?

This is possible if you order the Pro Package. Back-end demo:...

I want to use your solution for real estate or car auctions. Is that possible?

Yes, you can use our solution for anything you like. Whether that is cars, real estate,...

Can I upgrade or downgrade my plan at any time?

Yes, that is possible.

Can I temporarily suspend my plan?

That is not possible. Obviously, you can cancel your membership and order again later.

Can i use this from any country?

You can order from any country in the world. We also support all possible currencies. We often...

SERVICES

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SUPPORT

Submit Ticket

Knowledgebase

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EASY.AUCTION

The World's Leading Auction Site Supplier.
We have over 15 years of experience in
leading the field of auctioning and will help
you get online in just minutes.

Payment Methods:



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[Terms Of Service](#) [Privacy Policy](#)

You have 2 items in your shopping cart

CHECKOUT