



AGENDA

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

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
Wednesday, February 12, 2020 at 7:00 p.m.

Rules of Decorum

*“Members of the Public are advised that all **ELECTRONIC DEVICES, CELLULAR TELEPHONES and any OTHER COMMUNICATION DEVICES** are to be turned off upon entering the City Council Chambers.” If you need to have a discussion with someone in the audience, kindly step out into the lobby.*

Reglas de Comportamiento

*“Al público en general se le avisa que todos los **teléfonos celulares, pagers y demás aparatos de comunicación deben ser apagados** al entrar a la sala de audiencias del Consejo Municipal de la Ciudad.”*
Si usted necesita tener una conversación con alguien que está en la audiencia, amablemente le pedimos que salga del recinto y tenga su conversación en el vestíbulo de la sala de audiencias.

ROLL CALL:

- Eduardo De La Riva, Mayor
- Ricardo Lara, Mayor Pro Tem
- Ramon Medina, Councilmember
- Carlos Alvarez, Councilmember
- Heber Marquez, Councilmember
- Gloria Viramontes, City Treasurer
- Gerardo Mayagoitia, City Clerk
- Jennifer Vasquez, City Manager
- David Mango, Director of Building and Planning
- Finance Director, Hrant Manuelian
- Roxanne Diaz, City Attorney

*In order to address the Council, please complete a Public Comment Card.
No Public Comment Cards will be accepted after 7:15 p.m. Time allotted per speaker: 3 minutes.
No agenda item may be taken after 9:00 p.m. without a motion to extend time by the majority of Council present.*

INVOCATION* AND PLEDGE OF ALLEGIANCE

**In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

PRESENTATION(S)

Heart Health in Maywood

Presenters: Melissa Ponce, Anahy Barajas Bautista and Kaylee Portillo

Recognition of Christmas Home Decorating Finalist

PUBLIC HEARING

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 01/22/2020 Regular City Council Meeting.
2. Minutes for 01/29/2020 Adjourned City Council Meeting.
3. Revenue Report from July 2019 To January 2020
4. Resolution of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants.
5. Consideration of Adoption of a Resolution appropriating CDBG Funds to provide funding for Sewer Replacement Project CDBG No. 601890-16 EPA Grant No. XP-99T51901-0
6. Authorize appropriation of General Fund monies to replace Riverfront Park playground parts and equipment as needed and to award contract to Miracle Recreation Equipment Co. and Ortco, Inc.

7. Authorize the Special Event and temporary use of Maywood Riverfront Park by the Los Angeles County Bicycle Coalition for the Los Angeles River Ride on June 7th, 2020.

DISCUSSION/ACTION ITEMS

8. Discuss funding options for the 2020 National Fitness Campaign ("NFC") Fitness Court Program and consider approval of a Letter of Intent to maintain grant and program eligibility.

CLOSED SESSION

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

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

ADJOURNMENT - The next Regular Meeting of the Maywood City Council is on February 26, 2020.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

I, Guillermo Padilla, Gerardo Mayagoitia, City Clerk or Guillermo Padilla, 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 raising 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. _____

January 22, 2020

**MINUTES OF THE REGULAR MEETING
OF THE MAYWOOD CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 EAST SLAUSON AVENUE, MAYWOOD, CALIFORNIA**

Mayor opened the meeting at approximately 7:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer (Absent)
City Clerk, Gerardo Mayagoitia (Absent)
City Manager, Jennifer Vasquez
Director of Building and Planning, David Mango
Director of Finance, Hrant Manuelian
City Attorney, Roxanne Diaz

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Agenda Items only:

1. Heather Wilson (Filled out speaker card but did not speak).

PRESENTATION(S)

Sherriff's Presentation.

Christmas Decoration Contest. **Moved to the following City Council Meeting.**

PUBLIC HEARING

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 01/08/2020 Council Meeting. **Motion to approve by De La Riva. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
2. Resolution of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants. **Motion to approve by De La Riva. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
3. Revenue report from July to December 2019. **Motion to approve by De La Riva. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
4. A resolution of the Successor Agency of the former redevelopment agency to the City of Maywood approving the proposed Recognized Obligation Payment Schedule (ROPS) and administrative budget for the period July 1, 2020 through June 30, 2021 (rops 20-21). **Motion to approve by De La Riva. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**

DISCUSSION/ACTION ITEMS

5. Appointment to fill a vacancy on the Maywood Planning Commission. **Motion made by De La Riva to direct staff to advertise and accept applications during the month of February and provide a report on appointment for City Council's consideration for the March 11, 2020 City Council meeting and establish similar procedure stated above for future vacancies; advertising a vacancy will occur immediately following resignation.. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**

CLOSED SESSION

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Non-Agenda Items:

1. Heather Wilson (Filled out speaker card but did not speak);

2. Gustavo Pantoja;
3. David Perez.

ADJOURNMENT Meeting adjourned at approximately 7:30 p.m. on January 22, 2020 to January 29, 2020 at 7:00 pm for the adjourned meeting of the Maywood City Council.



Eduardo De La Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City Clerk



AGENDA 2
ITEM NO. _____

January 29, 2020

**MINUTES OF THE ADJOURNED MEETING
OF THE MAYWOOD CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 EAST SLAUSON AVENUE, MAYWOOD, CALIFORNIA**

Mayor opened the meeting at approximately 7:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember (Absent)
Carlos Alvarez, Councilmember (Absent)
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer (Absent)
City Clerk, Gerardo Mayagoitia (Absent)
City Manager, Jennifer Vasquez
Director of Building and Planning, David Mango
Director of Finance, Hrant Manuelian (Absent)
City Attorney, Roxanne Diaz (Absent)

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

There were no speakers.

PRESENTATION(S)

PUBLIC HEARING

Consideration of a resolution adopting the revised 5th cycle (2013-2021) General Plan Housing Element and making a finding of exemption under the California Environmental Quality Act (CEQA).

There were no speakers for the Public Hearing.

Motion to adopt a resolution approving the revised 5th cycle (2013-2021) General Plan Housing Element and making a finding of exemption under the California Environmental Quality Act (CEQA) by De La Riva. Second by Marquez. AYES: Marquez, Lara, and De La Riva. ABSENT: Alvarez and Medina. PASSES.

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.

DISCUSSION/ACTION ITEMS

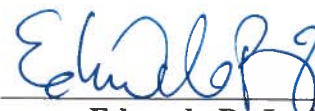
CLOSED SESSION

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

There were no speakers

ADJOURNMENT Meeting adjourned at approximately 7:15 p.m. on January 29, 2020 to February 12, 2020 at 7:00 pm for the regular meeting of the Maywood City Council.



Eduardo De La Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City Clerk

COUNCIL AGENDA

ITEM No. 3

RESOLUTION NO. 6091

**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

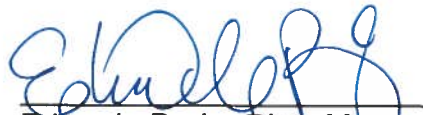
WHEREAS, the Director of Finance has certified to the accuracy and availability of funds for payment thereof, and

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 \$276,363.35 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 12th day of February, 2020.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

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I, Gerardo Mayagoitia, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6091 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 12th of February, 2020 by the following roll call vote, to wit:

AYES: Marquez, Alvarez, Medina, Lara, De La Riva

NAYES:

ABSENT:

ABSTAINED:


Gerardo Mayagoitia, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, February 12, 2020

Accounts Payable

Accounts Payable prepaid warrants for payment: Checks No. 086814 - 086836	Amount
	\$ 117,406.71
Accounts Payable regular warrants for payment: Checks No. 086837 - 086866	\$ 150,263.15
Sub-total	\$ 267,669.86

Wire Transfers/ACH Transactions

01/15/20 US Bank Analysis Service Charge	\$ 935.45
01/24/20 Lease Payment for Front Counter Cash Registers - January 2020	\$ 87.04
01/24/20 ADP Payroll Fee	\$ 509.76
01/24/20 CalPERS Employer Contribution - Pay Period 1/5/2020-1/18/2020	\$ 6,556.02
02/03/20 US Bank - Merchant Fees	\$ 605.22
Sub-total	\$ 8,693.49

Total Demands	\$ 276,363.35
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City of Maywood
Detail Warrants for Payment
Warrants No. 086813 to 086871

EXHIBIT B

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086813		1/24/2020	VOID	0.00	
086814	P	1/24/2020	AT&T	21.35	MTA Line 12/17/19-01/16/20
086815	P	1/24/2020	Gustavo Pantoja	140.00	Refund for Baseball Field Permits
086816	P	1/24/2020	QDoxs	95.57	Copier Base Charge: 01/01/2020 - 01/31/2020
086817	P	1/24/2020	Ron's Maintenance, Inc	4,114.00	Catch Basin Cleaning Service
086818	P	1/24/2020	Southern California Edison	75.26	5317 Atlantic PED 12/17/19-01/16/20
086819	P	2/5/2020	Allen B. McDade	629.49	Retiree Medical Reimbursement February 2020
086820	P	2/5/2020	Angel Villegas	525.39	Retiree Medical Reimbursement February 2020
086821	P	2/5/2020	Brent Talamo	296.74	Retiree Medical Reimbursement February 2020
086822	P	2/5/2020	Bruce Leflar	1,189.78	Retiree Medical Reimbursement February 2020
086823	P	2/5/2020	Canopy Energy	180.70	Building Permit Refund
086824	P	2/5/2020	Christine M. Locher	245.78	Retiree Medical Reimbursement February 2020
086825	P	2/5/2020	Edward Ahrens	1,189.78	Retiree Medical Reimbursement February 2020
086826	P	2/5/2020	L.B. Johnson Hardware Co.	118.13	Public Works Supplies
086827	P	2/5/2020	Metro Transit Services	101,109.30	Public Transportation Services Express & Dial-A-Ride October 2019 Public Transportation Services Express & Dial-A-Ride November 2019 Public Transportation Services Express & Dial-A-Ride December 2019
086828	P	2/5/2020	Paul Pine	1,588.41	Retiree Medical Reimbursement February 2020
086829	P	2/5/2020	Robert Leach	1,005.00	Retiree Medical Reimbursement February 2020
086830	P	2/5/2020	Ronald Lindsey	1,176.90	Retiree Medical Reimbursement February 2020
086831	P	2/5/2020	Scott C. Anderson	1,189.78	Retiree Medical Reimbursement February 2020
086832	P	2/5/2020	Sprint	1,297.52	Cell Phone Service: 12/24/2019-01/23/2020
086833	P	2/5/2020	Staples Business Advantage	366.77	Office Supplies
086834	P	2/5/2020	Total Funds	505.00	Postage Machine
086835	P	2/5/2020	Vernon, City of	148.96	Slauson & Downey 12-03-2019 to 01-08-2020
086836	P	2/5/2020	Xerox Financial Services	197.10	Copier Lease: 01-15-2020 - 02-14-2020

City of Maywood
Detail Warrants for Payment
Warrants No. 086813 to 086871

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086837		2/5/2020	Alberto Lopez	51.96	M3 Training Mileage Reimbursement
086838		2/5/2020	Alfredo Alvarez	1,000.00	C & D Recycling Compliance Measure Deposit Return
086839		2/5/2020	Hi Tech Enterprise dba Anaya's Service Center	255.33	City Fleet Vehicle/Truck-Replacement Mirror Repair
086840		2/5/2020	Bartel Associates, LLC	2,500.00	GASB 75 - OPEB as of June 30, 2019
086841		2/5/2020	BMO Harris Bank NA	5,599.99	Trash Bin/Cart Rental
086842		2/5/2020	California Staffing Services	23.00	Business License overpayment
086843		2/5/2020	Arturo Sanchez dba Calmex Graphics	717.23	Business Cards: Executive Assistant/Administrative Analyst/Community Service Liaison
086844		2/5/2020	Clean Street	7,500.00	January 2020 Monthly Street Sweeping
086845		2/5/2020	County of Los Angeles Department of Animal Control	8,145.35	Animal Control Services December 2019
086846		2/5/2020	Daily Journal Corporation	723.94	Publication of Official Notices
086847		2/5/2020	Dapeer, Rosenblit & Litvak, LLP	2,166.90	Code Enforcement Legal Services: December 2019
086848		2/5/2020	GWMA - Gateway Water Management	6,523.95	CEQA Mitigation Cost Share FY 19/20
086849		2/5/2020	George Hill Company	325.60	MS4 Support/Grant Application Admin Cost Sharing FY 19/20
086850		2/5/2020	Graffiti Protective Coatings	30,000.00	City Claims/Adjuster December 2019
086851		2/5/2020	Hrant Manuelian	970.89	CityWide Graffiti Removal November & December 2019
086852		2/5/2020	Interwest Consulting Group	12,910.47	Travel Expense Reimbursement - CSMFO Conference Finance Director
086853		2/5/2020	JMG Security System	296.88	Professional Services December 2019 - Building Inspections/Building Permits
086854		2/5/2020	Daisy Castillo	161.00	Service Technician Call Out
086855		2/5/2020	Los Angeles Regional Food Bank	150.00	Refund on citations
086856		2/5/2020	Los Angeles County Metropolitan Transportation Authority	2,600.00	Mobile Food Pantry January 2020
086857		2/5/2020	League of California Cities	10,682.00	January 2020 Metro TAP Cards
086858		2/5/2020	LGP Equipment Rentals	1,727.37	Membership Dues 2020
086859		2/5/2020	Mapcon Technologies, Inc.	83.00	Bobcat Equipment Rental - City Yard Clean Up
086860		2/5/2020	Phoenix Group Information Systems	3,652.34	Mapcon Building and Planning Software
					December 2019 Parking Citations Processing Fees
					December 2019 Permit Fulfillment Processing Fees

City of Maywood
Detail Warrants for Payment
Warrants No. 086813 to 086871

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086861		2/5/2020	PSOMAS	22,852.50	Sewer System Evaluation - Hydraulic Analysis Component
086862		2/5/2020	Raul Herrera Pimentel	29.21	AQMD Training Mileage Reimbursement
086863		2/5/2020	Redfire Technology Services	2,271.20	January 2020 I.T. Services
086864		2/5/2020	Richards, Watson & Gershon	8,830.19	Legal Services - December 2019
086865		2/5/2020	Sanchez Awards	30.87	Name Plates
086866		2/5/2020	Siemens Industry, Inc	4,936.01	Street Light Response Call Out December 2019 Traffic Signal Maintenance December 2019
086867		2/5/2020	So Cal Industries	461.13	Traffic Signal Response Call Out December 2019 Atlantic & Slauson Traffic Signal Pole 01/07/2020 & 12/23/2019
086868		2/5/2020	Street Decor, Inc	3,354.06	Portable Restroom 4801 E 58th St (Maywood Park/Baseball Field)
086869		2/5/2020	U.S. Bank Corporate Payment System	3,965.55	Street Banners Hardware Credit Card Expense
086870		2/5/2020	Veronica Alvarez	192.73	Travel Expense Reimbursement - Fund Accountant CSMFO Training
086866		2/5/2020	Willdan Engineering	4,572.50	Maywood Planning Services rendered through 09/27/2019
TOTAL:				\$267,669.86	



AGENDA 4
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: FEBRUARY 12, 2020
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER
BY: HRANT MANUELIAN, FINANCE DIRECTOR
RE: REVENUE REPORT FROM JULY 2019 TO JANUARY 2020

RECOMMENDATION

Staff recommends that the City Council receive and file the Revenue Report from July 2019 – January 2020.

FISCAL IMPACT

There is no fiscal impact involved with this action.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

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

DISCUSSION

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

The total revenue received¹ from July 2019 to January 2020 totaled \$8,990,990.83 which is 11.37% higher than the same period last year. (However there is not enough data to make a valid projection of the remaining 5 months as 41.25 % of the Fiscal Year remains.)

- *GENERAL FUND – TAXES:* A contributing factor of the reduction in User Utility Tax & Franchise & Collectors Fee is the failure of Commercial Waste Services (CWS) remitting their quarterly payments, however, this reduction is offset by Cannabis Sales Tax. The City has collected more than \$1M in Cannabis Sales tax and is on track to exceed the budgeted amount of \$1.2M for the year by about \$500K. Overall there is a 32.82% increase in total taxes mainly due to the increased Cannabis Sales tax.
- *GENERAL FUND – LICENSES & PERMITS:* Overall there is an 11.00% increase in total Licenses & Permits. The increase is mainly due to the Commercial Cannabis application renewals which have brought in more than \$117K.
- *GENERAL FUND – FINES AND FORFEITURES:* A contributing factor of the reduction in Parking Fines & SEMC: Court Collections (DMV) revenue is the loss of parking enforcement coverage on weekends. Since April 2019 there has been a vacancy for the Part-time Parking Enforcement Officer position that diminished our capacity to issue parking citations.
- *GENERAL FUND – MISCELLANEOUS:* The total Miscellaneous Revenues received totaled 118,414.61 which is 81.15% lower than the same period last year. The contributing factor for the overall variance in Miscellaneous Revenue is due to the Proposition A Funds exchange with the City of West Hollywood and the holiday street fair in September 2018. There will be an exchange with the City of Manhattan Beach which will bring in \$200,000 and another with West Hollywood for approximately another \$200,000.

ATTACHMENT(S)

Attachment No. 1 – July 2019 to January 2020 Revenue Report

¹ See row entitled Total Revenues

ATTACHMENT NO. 1

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2019-20	H - % of FY 2019-2020 YTD Revenue Received
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(C divided by G)

(C divided by B minus 1)

GENERAL FUND						
Taxes:						
TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.						
Franchise & Collectors Fee	\$131,293.16	\$37,544.96	(\$93,748.20)	-71.40%	\$165,000.00	22.75%
Property Taxes	\$354,177.65	\$342,077.52	(\$12,100.13)	-3.42%	\$700,800.00	48.81%
Utility Users Tax	\$582,649.24	\$559,073.76	(\$23,575.48)	-4.05%	\$980,000.00	57.05%
Transfer Tax (Real Estate)	\$20,989.13	\$11,751.59	(\$9,237.54)	-44.01%	\$25,000.00	47.01%
Transient Occupancy Tax	\$46,474.07	\$55,535.73	\$9,061.66	19.50%	\$60,000.00	92.56%
Cannabis Sales Tax	\$279,975.49	\$1,088,712.65	\$808,737.16	288.86%	\$1,200,000.00	90.73%
Sales Tax Revenue	\$1,027,196.35	\$1,149,749.52	\$122,553.17	11.93%	\$1,710,400.00	67.22%
Taxes Totals	\$2,442,755.09	\$3,244,445.73	\$801,690.64	32.82%	\$4,841,200.00	67.02%

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.

GENERAL FUND**Licenses & Permits:**

Compliance Program Fee	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	0.00%
Residential & Building Permits	\$23,284.50	\$19,768.90	(\$3,515.60)	-15.10%	\$47,000.00	42.06%
Public Works Permit Fees	\$15,875.50	\$52,022.50	\$36,147.00	227.69%	\$50,000.00	104.05%
Other Fees & Permits	\$19,804.80	\$18,006.35	(\$1,798.45)	-9.08%	\$46,400.00	38.81%
Occupancy Permits	\$14,640.20	\$7,414.90	(\$7,225.30)	-49.35%	\$25,000.00	29.66%
Building Permits	\$44,914.94	\$32,624.31	(\$12,290.63)	-27.36%	\$75,000.00	43.50%
Commercial Cannabis Applications	\$47,528.18	\$28,387.00	(\$19,141.18)	-40.27%	\$18,000.00	157.71%
Commercial Cannabis Renewal	\$0.00	\$117,810.00	\$117,810.00	100.00%	\$0.00	0.00%
Parking Permits	\$65,180.00	\$57,702.33	(\$7,477.67)	-11.47%	\$100,000.00	57.70%
Apartment License	\$18,617.50	\$18,486.94	(\$130.56)	-0.70%	\$30,000.00	61.62%
Business License	\$148,963.75	\$169,519.57	\$20,555.82	13.80%	\$215,000.00	78.85%
Vehicle License Fee - LA County	\$1,401,833.00	\$1,476,977.00	\$75,144.00	5.36%	\$2,820,000.00	52.38%
Licenses and Permits Totals	\$1,800,642.37	\$1,998,719.80	\$198,077.43	11.00%	\$3,426,400.00	58.33%

GENERAL FUND**Charges for Services:****CHARGES FOR SERVICES:** Charges to cover administrative costs for the provision of services.

All Other Charges for Services	\$4,564.00	\$11,297.30	\$6,733.30	148%	\$3,400.00	332.27%
Compliance and Review Fees - Cannabis	\$0.00	\$0.00	\$0.00	0.00%	\$36,000.00	0.00%
Rubbish Assessment	\$3,266.92	\$21,550.12	\$18,283.20	560%	\$65,000.00	33.15%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference (C minus B)	E - Current YTD Prior YTD % Difference (C divided by B minus 1)	G - Adopted Budget FY 2019-20	H - % of FY 2019-2020 YTD Revenue Received (C divided by G)
Plan Check Fees	\$12,974.60	\$37,005.28	\$24,030.68	185%	\$25,900.00	142.88%
Rents & Concessions	\$13,230.00	\$15,315.10	\$2,085.10	16%	\$23,000.00	66.59%
Charges for Services Totals	\$34,035.52	\$85,167.80	\$51,132.28	150%	\$153,300.00	55.56%
GENERAL FUND						
Fines and Forfeitures:						
Penalties: Apt & Bus License	\$894.25	\$540.00	(\$354.25)	-39.61%	\$8,000.00	6.75%
SEMC: Court Collections (DMV)	\$75,917.22	\$70,482.33	(\$5,434.89)	-7.16%	\$120,000.00	58.74%
Parking Fines	\$191,148.66	\$98,469.77	(\$92,678.89)	-48.49%	\$290,000.00	33.96%
Fines and Forfeitures Totals	\$267,960.13	\$169,492.10	(\$98,468.03)	-36.75%	\$418,000.00	40.55%
GENERAL FUND						
Leases and Concessions:						
Leased Property Rental Income	\$33,000.00	\$37,566.18	\$4,566.18	13.84%	\$61,400.00	61.18%
Leases and Concessions Totals	\$33,000.00	\$37,566.18	\$4,566.18	13.84%	\$61,400.00	61.18%
GENERAL FUND						
Miscellaneous:						
Interest Income	\$27,249.77	\$99,622.78	\$72,373.01	265.59%	\$116,000.00	85.88%
Miscellaneous Revenue	\$83,067.19	\$18,791.83	(\$64,275.36)	-77.38%	\$64,900.00	28.96%
Other (Recycle + ABx1 Reimbursement)	\$7,262.00	\$0.00	(\$7,262.00)	-100.00%	\$7,300.00	0.00%
Street Fair Revenue	\$49,120.00	\$0.00	(\$49,120.00)	-100.00%	\$0.00	0.00%
Trade of Prop A Funds	\$461,500.00	\$0.00	(\$461,500.00)	-100.00%	\$387,800.00	0.00%
Miscellaneous Revenue Totals	\$628,198.96	\$118,414.61	(\$509,784.35)	-81.15%	\$576,000.00	20.56%
GENERAL FUND						
Retiree Pension Levy:						
Retiree Pension Levy	\$486,403.83	\$512,480.95	\$26,077.12	5.36%	\$950,000.00	53.95%
Retiree Pension Levy Totals	\$486,403.83	\$512,480.95	\$26,077.12	5.36%	\$950,000.00	53.95%
General Fund Revenue Totals	\$5,692,995.90	\$6,166,287.17	\$473,291.27	8.31%	\$10,426,300.00	59.14%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2019-20	H - % of FY 2019-20 YTD Revenue Received
	(C minus B)		(C divided by B minus 1)		(C divided by G)	

ENTERPRISE FUND**Sewer:** SEWER SERVICE CHARGE: Annual sewer charges to be collected on the Los Angeles County tax roll.

Sewer	\$141,910.84	\$158,481.26	\$16,570.42	11.68%	\$284,000.00	55.80%
Sewer Revenue Totals	\$141,910.84	\$158,481.26	\$16,570.42	11.68%	\$284,000.00	55.80%
Enterprise Fund Revenue Totals	\$141,910.84	\$158,481.26	\$16,570.42	11.68%	\$284,000.00	55.80%

SPECIAL REVENUE FUND**Metro Funds:** SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.

"Gas Tax"	\$321,363.14	\$429,442.32	\$108,079.18	33.63%	\$735,800.00	58.36%
Transportation Development Act (TDA)	\$11.38	\$0.00	(\$11.38)	-100.00%	\$20,400.00	0.00%
Bikeway						
Proposition A	\$331,765.07	\$333,575.60	\$1,810.53	0.55%	\$568,800.00	58.65%
Proposition C	\$286,541.06	\$281,874.22	(\$4,666.84)	-1.63%	\$482,500.00	58.42%
Measure R	\$207,065.42	\$222,262.77	\$15,197.35	7.34%	\$355,000.00	62.61%
Measure M	\$231,973.75	\$232,568.11	\$594.36	0.26%	\$401,000.00	58.00%
Senate Bill 1 (SB 1)	\$271,152.74	\$312,369.28	\$41,216.54	15.20%	\$460,900.00	67.77%
Surface Transportation Program (STP)						
Federal Grant	\$0.00	\$0.00	\$0.00	0.00%	\$200.00	0.00%
Community Development Block Grant						
(CDBG)	\$343,547.00	\$295,180.00	(\$48,367.00)	-14.08%	\$545,700.00	54.09%
Air Quality Management District (AQMD)						
Grant	\$9,223.64	\$27,597.53	\$18,373.89	199.20%	\$34,100.00	80.93%
Supplemental Law Enforcement Services						
Fund (SLESF) Grant	\$142,261.10	\$152,114.16	\$9,853.06	6.93%	\$140,000.00	108.65%
Grant/Reimbursements from						
Federal/State/County Governments	\$0.00	\$0.00	\$0.00	0.00%	\$134,000.00	0.00%
Measure A	\$0.00	\$0.00	\$0.00	0.00%	\$143,500.00	0.00%
Lighting & Landscaping	\$92,778.91	\$94,307.41	\$1,528.50	1.65%	\$174,500.00	54.04%
Successor Agency Trust Fund - City of						
Maywood serves as the Successor						
Agency to the Maywood Redevelopment	\$606.57	\$284,931.00	\$284,324.43	46874.13%	\$1,258,700.00	22.64%
Agency						
Special Revenue Totals	\$2,238,289.78	\$2,666,222.40	\$427,932.62	19.12%	\$5,455,100.00	48.88%

Total Revenues	\$8,073,196.52	\$8,990,990.83	\$917,794.31	11.37%	\$16,165,400.00	55.62%
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AGENDA 5
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: FEBRUARY 12, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER

BY: MANUEL GOMEZ, CONSULTANT PROJECT MANAGER

RE: CONSIDERATION OF ADOPTION OF A RESOLUTION
APPROPRIATING CDBG FUNDS TO PROVIDE FUNDING FOR
SEWER REPLACEMENT PROJECT CDBG No. 601890-16 EPA
GRANT No. XP-99T51901-0

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 6092 to amend the City Budget for Fiscal Year 2019-2020 to reflect an additional appropriation of \$395,000 of Community Development Block Grant (CDBG) funds for Sewer Replacement Project CDBG No. 601890-16 EPA Grant No. XP-99T51901-0.

FISCAL IMPACT

Funds for this item were not included in the FY 2019/20 budget; therefore if approved, the budget will need to be increased by \$395,000 for FY 2019/20. Funds will be appropriated from the CDBG fund account number 5795 Settlement.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

The Sewer Replacement Project was completed in April 2019 and the City has settled a claim filed by the project contractor, Lucas Builders, Inc., for an amount of \$395,000 related to additional work required and completed by the contractor for the project. The recommended action authorizes an appropriation of CDBG funds to cover the cost of the claim.

DISCUSSION

The City contracted with Lucas Builders, Inc. for the construction of the Sewer Replacement Project to replace deficient sewer lines on Randolph Street, Pine, Avenue, Clarkson Avenue and 61st Street with larger capacity sewer lines. The project was funded with a combination of CDBG and USEPA grant funds. Shortly after the completion of the project, the contractor filed a claim for additional compensation related to unstable soil conditions encountered during construction which required additional shoring. The City and the contractor have settled the claim for an amount of \$395,000 for the additional work required to complete the project.

ATTACHMENT(S)

Attachment No. 1 – Resolution No. 6092.

ATTACHMENT NO. 1

RESOLUTION NO.6092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, AMENDING THE FISCAL YEAR 2019/2020 CITY BUDGET TO REFLECT AN ADDITIONAL APPROPRIATION OF \$395,000 IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR SEWER REPLACEMENT PROJECT CDBG No. 601890-16 EPA GRANT No. XP-99T51901-0

WHEREAS, on June 28, 2019, the City Council adopted Resolution No. 6043 approving the City Budget for Fiscal Year 2019-2020; and

WHEREAS, the City of Maywood wishes to appropriate an additional \$395,000 of CDBG Funds to Sewer Replacement Project CDBG No. 601890-16 EPA Grant No. XP-99T51901-0.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES HEREBY FIND AND RESOLVE 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 Budget for Fiscal Year 2019-2020 is hereby amended as follows: Appropriate an additional \$395,000 from available Community Development Block Grant funds to Sewer Replacement Project CDBG No. 601890-16 EPA Grant No. XP-99T51901-0.

Section 3. The City Clerk shall certify to the adoption of the resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of February 2020.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:



Roxanne Diaz, City Attorney

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Maywood held on the 12th day of February, 2020 by the following vote:

AYES: Marquez, Alvarez, Medina, Lara, De La Riva

NOES:

ABSTAIN:

ABSENT:



Gerardo Mayagoitia, City Clerk





AGENDA 6
ITEM NO. ____

CITY COUNCIL STAFF REPORT

DATE: FEBRUARY 12, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER

BY: ABEL HERNANDEZ, PUBLIC WORKS COORDINATOR

RE: AUTHORIZE APPROPRIATION OF GENERAL FUND MONIES
TO REPLACE RIVERFRONT PARK PLAYGROUND PARTS AND
EQUIPMENT AS NEEDED AND TO AWARD CONTRACT TO
MIRACLE RECREATION EQUIPMENT CO. AND ORTCO, INC.

RECOMMENDATION

Staff recommends that the City Council appropriate funds to replace city park playground parts and equipment as necessary and award contracts in the form approved by the City Attorney for playground equipment and installation to Miracle Recreation Equipment Co. and Ortco Inc. respectively in the amounts set forth in the staff report

FISCAL IMPACT

Funds for this were not included in the FY 2019/20 budget; therefore if approved, the budget will need to be increased by \$29,006.82 for FY 2019/20. Funds will be appropriated from the General Fund Community Services account number 5430 – Contractual Service. There will be no fiscal impact as these funds will be reimbursed by funding provided by the Regional Parks and Open Space District. Contract amount for Miracle Recreation Equipment Co. for playground equipment is a not to exceed amount of \$20,421.82. Contract amount for Ortco, Inc., for installation is a not to exceed amount of \$8,585.00, in the form approved by the City Attorney.

LEGAL REVIEW

Staff Report has been reviewed by City Attorney

BACKGROUND

The City has a need to replace and update equipment within various city park playgrounds. These playgrounds were installed between 1998 - 2011, and are now showing their age from general usage over the past few years. City Staff conducted playground park walks with Miracle Recreation Equipment Co, and have received installation estimates for Riverfront Park based on the vendor's parts and equipment evaluations. Estimates submitted for installation include prevailing wage rates for labor.

DISCUSSION

In replacing needed park components, the equipment will comply with the American Society for Testing and Materials (ASTM) and with U.S. Consumer Product Safety Commission (CPSC). The new and updated playground equipment further supports the City's overall appearance and provides a needed amenity for the City's residents with children.

ATTACHMENT(S)

Attachment No. 1 – Miracle Recreation Equipment Co. playground equipment contract and estimate

Attachment No. 2 – Installation estimate – Ortco, Inc.

ATTACHMENT NO. 1

**AGREEMENT FOR PURCHASE OF EQUIPMENT
BETWEEN THE CITY OF MAYWOOD AND MIRACLE RECREATION EQUIPMENT
COMPANY**

PLAYGROUND EQUIPMENT

THIS AGREEMENT is made and effective as of February 12, 2020, between the City of Maywood, a municipal corporation ("hereinafter referred to as "City"), and Miracle Recreation Equipment Co (hereinafter referred to as "Vendor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on February 12, 2020, and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. PURCHASE AND SALE OF EQUIPMENT

On and subject to the terms and conditions set forth in this Agreement and the Agreement Documents, Vendor agrees to sell and deliver to City playground equipment, as more particularly described in Exhibit A, Description of Equipment / Scope of Work (hereafter "Equipment"), attached hereto and incorporated herein as though set forth in full.

3. PURCHASE PRICE

The Purchase Price which City agrees to pay to Vendor for the Equipment is **\$20,421.82**. The Purchase Price is final and shall be paid by City to Vendor in accordance with the following schedule set forth in Exhibit A. The Purchase Price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

4. REPRESENTATION AND WARRANTIES OF VENDOR

Vendor makes the following representations and warranties to City:

a. Authority and Consents. Vendor has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Vendor's execution, delivery and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery and performance of this Agreement by Vendor have been duly authorized by all necessary action on the part of Vendor and constitute the legal, valid and binding obligations of Vendor, enforceable against Vendor in accordance with their respective terms.

b. Title, License and Operating Condition. Vendor has good and marketable title to all of the Equipment manufactured. All of the Equipment is free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to all of the Equipment free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. All of the Equipment is in good operating condition, is free of any defects, and is in conformity with

the specifications, descriptions, representations and warranties set forth in the Agreement Documents. Vendor is aware that City is purchasing the Equipment for **enhancement and replacement of playground equipment and safety surface to comply with current state and federal regulations**, and that City is relying on the warranties of the Vendor that the Equipment is fit for this purpose and the ordinary purposes for which the Equipment is normally used.

c. Full Disclosure. None of the representations and warranties made by Vendor in this Agreement contains or will contain any untrue statements of a material fact, or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

5. TIME OF DELIVERY AND VENDOR SCHEDULE

The time of Vendor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit A or as coordinated with the Public Works Coordinator. Vendor must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple Vendors or suppliers, then Vendor will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

6. PLACE OF DELIVERY

The Equipment shall be delivered to the following location: **Riverfront Park 5000 Slauson Ave. Maywood CA. 90270**

7. TITLE AND RISK OF LOSS

Title to and the risk of loss, damage and destruction of the Equipment shall remain with the Vendor until after inspection and acceptance of the Equipment by City.

8. INSPECTION AND ACCEPTANCE

City shall inspect the Equipment at the time and place of delivery. Such inspection may include reasonable tests and use of the Equipment by City. If, in the determination of City, the Equipment fails to conform to the Agreement IN ANY MANNER OR RESPECT, City shall so notify Vendor within ten (10) days of delivery of the Equipment to City. Failing such notice, the Equipment shall be deemed accepted by City as of the date of receipt.

9. REJECTION

In the event of such notice of non-conformity by City pursuant to the section entitled "Acceptance" above, City may, at its option, (1) reject the whole of the Equipment, (2) accept the whole of the Equipment, or (3) accept any commercial unit or units of the Equipment and reject the remainder. The exercise of any of the above options shall be "without prejudice" and with full reservation of any rights and remedies of City attendant upon a breach. In the event of such notice and election by City, City agrees to comply with all reasonable instructions of Vendor and, in the event that expenses are incurred by City in following such instructions, Vendor shall indemnify City in full for such expenses.

10. NO REPLACEMENTS OF CURE

This Agreement calls for strict compliance. Vendor expressly agrees that the Equipment tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Equipment or any part thereof pursuant to the section entitled "Rejection" above, City may, but is not required to, accept any substitute performance from Vendor or engage in subsequent efforts to affect a cure of the original tender by Vendor.

11. WARRANTY

a. Vendor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Equipment by City as set forth in this Agreement. Vendor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

b. Vendor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit A and shall be fit for the purpose intended. City's inspection, testing, approval or acceptance of such machinery, equipment or process will not relieve Vendor of its obligations under this section 11(b).

c. For any breach of the warranties contained in Section 11(a) and 11(b), Vendor will, immediately after receiving notice from City, at the option of City, and at Vendor's own expense and without cost to the City:

1. Repair the defective Equipment;
2. Replace the defective Equipment with conforming Equipment, F.O.B. City's office or other location of City where the Equipment was originally performed or delivered; or
3. Repay to City the purchase price of the defective Equipment.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Vendor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

d. In the event of a breach by Vendor of its obligations under this Section 11, City will not be limited to the remedies set forth in this Section 11, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

12. INDEMNIFICATION

Vendor agrees to defend, indemnify, protect, and hold harmless, the City of Maywood, and its officers, officials, employees, agents, and volunteers, from and against any and all claims, demands, losses, defense costs or expenses, actions, liability or damages of any kind and nature which the City of Maywood, its officers, agents, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Vendor's negligent or wrongful acts or omissions arising out of or in any way related to the scope of work or the Vendor's performance or non-performance of this Agreement, excepting only liability out of the sole negligence of the City of Maywood.

13. AGREEMENT DOCUMENTS

a. This Agreement includes the following documents, which are by this reference incorporated herein and made a part hereof: Exhibit A, Description of Equipment/Scope of Work, Quotation and Payment Schedule.

b. In the event any term or condition of the Agreement Documents conflicts with or is contradictory to any term or condition of the Agreement, the terms and conditions of this Agreement are controlling.

c. In the event of a conflict in terms between this Agreement, the Request for Proposal (RFP) and/or the Vendor's response to the RFP, this Agreement shall prevail over the RFP and the Vendor's response to the RFP.

14. REMEDIES

The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity.

15. TERMINATION OF AGREEMENT BY CITY

a. Should Vendor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Vendor's right to proceed with the delivery of the Equipment by written notice to Vendor. In such event City may obtain the Equipment by whatever method it may deem expedient, including the hiring of another vendor or other vendors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Vendor. In such case Vendor will not be entitled to receive any further payments until the Equipment is delivered. If City's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Vendor will be liable for and will pay the difference to City.

b. City may, for its own convenience, terminate Vendor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Vendor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Vendor, and will not affect the obligations and duties of Vendor under the Agreement with respect to portions of the Equipment not terminated.

c. On receipt of notice under this Section 15(b), Vendor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise: (i) immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and

supplies in connection with the Equipment; (ii) unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and (iii) deliver only such portions of the Equipment which City deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

d. Upon termination pursuant to Section 15(b), Vendor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Vendor upon delivery by Vendor of the releases of liens.

16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

17. LEGAL RESPONSIBILITIES

The Vendor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Vendor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Vendor to comply with this section.

18. ASSIGNMENT

The Vendor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns. Upon termination of the Agreement, Vendor's sole compensation shall be payment for actual equipment received.

19. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

20. PROHIBITED INTEREST

No officer, or employee of the City of Maywood that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Vendor, or Vendor's sub-Vendors for this project, during his/her tenure or for one year thereafter. The Vendor hereby warrants and represents to the City that no officer or employee of the City of Maywood that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof or in the business of the Vendor or Vendor's sub-Vendors on this project. Vendor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

21. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the parties, whether oral or written. No supplement, modification or amendment of this Agreement or the Agreement Documents shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement or the Agreement Documents shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

22. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Maywood
Attn: City Manager
4319 E. Slauson Avenue
Maywood, California 90270

To Vendor: Miracle Recreation Equipmment Co
John Jason
9106 Pulsar Ct. Unit C, Corona CA. 92883

23. EFFECTS OF HEADINGS

The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

24. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California. The City and Vendor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Maywood. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of the Vendor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Vendor and has the authority to bind the Vendor to the performance of its obligation hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time not resulting in an increase in the total not-to-exceed Agreement amount; (c) non-monetary changes in scope of work; and (d) agreement termination.

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

[SIGNATURES ON NEXT PAGE]

CITY OF MAYWOOD



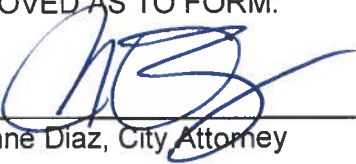
Eduardo De La Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:



Roxanne Diaz, City Attorney

MIRACLE RECREATION EQUIPMENT CO

By: _____
John Jason, Miracle Playground Salesman

By: _____

EXHIBIT A

DESCRIPTION OF EQUIPMENT and/or SCOPE OF WORK, QUOTATION, PURCHASE PRICE AND PAYMENT SCHEDULE

Vendor shall provide the playground equipment as described in Vendor's Quotation dated **February 4, 2020** to City for the purchase price of **\$20,421.82** ("Playground Equipment"). **(ATTACHED)**

City shall pay Vendor within 30 days after shipping of the Playground Equipment.

Vendor shall deliver the Playground Equipment in accordance with the following schedule: **from date of placing order plus lead time (approximately 6 weeks)**

ATTACH QUOTATION

**Miracle****Miracle Recreation Equipment Co**

PO Box 734154
 Dallas TX 75373-4154 Web Site www.miracle-recreation.com
 Phone # 800-264-7225
 Fax # 877-215-3869
 E-mail sales@miracleplayground.com

QUOTATION

EFFECTIVE 10/1/18
 WE HAVE A NEW
 REMITTANCE ADDRESS!
 ALL PURCHASE ORDERS &
 PAYMENTS MUST BE MADE
 OUT TO:
 Miracle Recreation Equipment Co
 PO Box 734154
 Dallas, TX 75373-4154

Date	Quotation #
2/4/2020	2020-17062

Name/Billing Address	Ship To
City of Maywood	

Project	Terms	Rep	FOB
Riverfront Park	Net 30	John	Factory

Item	Description	Qty	Rate	Total
987-148p	2-5 Structure	1	510.00	510.00T
HW988056-1	Stairs to 3' transfer point (triangle style)	1	13.00	13.00T
714-763-3	Parts Carton for Transfer Point	1	1,159.00	1,159.00T
714-638-4	3 Letter Speller panel	1	1,587.00	1,587.00T
714-700	GROOVE II SLIDE (4' DECK)	1	1,588.00	1,588.00T
2740	Side by Side Slide 3'	1	1,057.00	1,057.00T
2990	Inclusive Swing Seat w/Chain - 8' Top Rail	3	183.00	549.00T
112-598p	Tot Seat with chains and swing shackles	1	484.00	484.00T
989-089p	Mogul Slide bedway 4' deck	1	493.00	493.00T
989-972	New Style Slide Hood	1	19.00	19.00T
	parts carton - Groove/Mogul slide	1		
984-070p	5-12 Structure	5	173.00	865.00T
304-115	Swing Ring and Bushing	5	13.00	65.00T
110-061	bolt	5	1.00	5.00T
104-947	nut	1	2.00	2.00T
117-005	3/8" x 1-1/2" button head bolt	1	1.00	1.00T
	3/8" flat washer	1		

This Quote is Valid for 30 Days

Subtotal**Sales Tax (9.5%)****Total**

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as materials alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net 30 days from invoice with approved credit and all charges are due and payable in full at PO Box 734154 Dallas TX 75373-4154 unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the equipment at its own expense. Purchase orders and payments should be made to Miracle Recreation.



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QUOTATION

Date	Quotation #
2/4/2020	2020-17062

Name/Billing Address	Ship To
City of Maywood	

Project	Terms	Rep	FOB
Riverfront Park	Net 30	John	Factory

Item	Description	Qty	Rate	Total
994-410	spacer	1	4.00	4.00T
714-722-5	8' SERPENT TREK (ONLY)	1	985.00	985.00T
714-502-9	Kids Choice square deck	1	990.00	990.00T
986-130p	Bump N Glide slide bedway only - 5'	1	1,025.00	1,025.00T
989-876	parts carton	1	17.00	17.00T
714-715-20	Interactive panel frame	1	375.00	375.00T
714-715-205	Four-The-Win Insert	1	866.00	866.00T
714-755-5	Honeycomb Climber 5'	1	1,658.00	1,658.00T
984-357p	Center Stage Hex Deck 1/2 section	1	1,659.00	1,659.00T
HW987-896-1	Center Stage Half Hex Parts Carton	1	26.00	26.00T
985-460	Rock Wall handhold (Triangular)	1	16.00	16.00T
104-947	3/8" x 1-1/2" button head bolt	1	2.00	2.00T
117-105	3/8 washer internal tooth lock	1	1.00	1.00T
117-003	5/16" flat washer	1	1.00	1.00T
104-943	7/16 x 3/4 set screw	1	1.00	1.00T
104-496	Propel Nut	1	3.00	3.00T
990-410	Swing seat shackles (pair)	4	12.00	48.00T
2840	Belt Style swing seat with chain	4	119.00	476.00T

This Quote is Valid for 30 Days

Subtotal

Sales Tax (9.5%)

Total

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QUOTATION

Date	Quotation #
2/4/2020	2020-17062

Name/Billing Address	Ship To		
City of Maywood			
Project	Terms	Rep	FOB
Riverfront Park	Net 30	John	Factory

Item	Description	Qty	Rate	Total
2740	Inclusive Swing Seat w/Chain - 8' Top Rail	1	1,057.00	1,057.00T
Freight	Commercial Freight	1	1,127.32	1,127.32
Jensen	Jensen A110 Safety Chain	1	6.00	6.00T
Freight	Commercial Freight	1	8.26	8.26
EXCLUSIONS	Structural calculations for playground equipment can be added for an additional fee if required, unloading, storage, installation, site work, safety surfacing		0.00	0.00
	Colors: POS - Green PVC - Blue ROC - Red ACC - Tropical Yellow			

This Quote is Valid for 30 Days	Subtotal	\$18,748.58
This quote shall not become binding until signed and delivered by both customer and Miracle Recreation "Miracle". To submit this offer, please sign and forward a complete copy of this quote via fax to 877-215-3869 or email sales@miracleplayground.com.	Sales Tax (9.5%)	\$1,673.24
	Total	\$20,421.82

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ATTACHMENT NO. 2

ORTCO, INC.

License #657695

2163 N. Glassell Street
Orange, CA 92865714 998-3998
714 998-3996 Fax
DIR #1000001641

QUOTE

DATE	QUOTE #
2/3/2020	2019-725

NAME / ADDRESS
CITY OF MAYWOOD 4319 E SLAUSON AVE MAYWOOD, CA 90270

PROJECT

RIVERFRONT PARK REPLACEMENTS

ITEM	DESCRIPTION	QTY	COST	TOTAL
REMOVE & REPLA...	REMOVE AND REPLACE DAMAGED EQUIPMENT. REFER TO MREC QUOTE 2019-16405.		7,785.00	7,785.00
RUBBER REPAIR	RUBBER REPAIR AS FOLLOWS: PATCH AREAS DAMAGED FROM REMOVAL OF OLD EQUIPMENT AND INSTALLATION OF NEW EQUIPMENT. 50/50 BLEND TO MATCH EXISTING COLOR SCHEME.		800.00	800.00
EXCLUSIONS	EXCLUSIONS: DELIVERY/UNLOADING, DEMO AND/OR REMOVAL OF ANY EXISTING EQUIPMENT OR STRUCTURES, SAFETY SURFACING, ASPHALT, CONCRETE, BORDERS, CURBS, SUB-BASE AND COMPACTION. ANY OTHER ITEMS OTHER THAN THOSE SPECIFICALLY STATED IN THIS QUOTE. PERMITS NOT INCLUDED. AREA TO BE CLEAR & LEVEL. UNDERGROUND UTILITIES MUST BE MARKED. NOT RESPONSIBLE FOR DELAYS CAUSED BY WEATHER.			
DIR REQUIREME...	WHEN REQUIRING CERTIFIED PAYROLL TO BE UPLOADED ON THE DIR WEBSITE, PLEASE FORWARD YOUR DIR PROJECT NUMBER TO US ALONG WITH YOUR PO BEFORE COMMENCEMENT OF THE PROJECT SO WE MAKE SURE WE ARE COMPLIANT IN SUBMITTING ALL PAYROLLS IN A TIMELY MANNER.			
PRICES	PRICES ARE GOOD FOR 60 DAYS			
IF YOU HAVE ANY QUESTIONS PLEASE CALL BILLY POLICE AT 714.998.3998		TOTAL \$8,585.00		

SIGNATURE _____



AGENDA 7
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: FEBRUARY 12, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER

BY: DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: AUTHORIZE THE SPECIAL EVENT AND TEMPORARY USE OF MAYWOOD RIVERFRONT PARK BY THE LOS ANGELES COUNTY BICYCLE COALITION FOR THE LOS ANGELES RIVER RIDE ON JUNE 7TH, 2020

RECOMMENDATION

Staff recommends that the City Council authorize the special event and temporary (1 day) use of the Maywood Riverfront Park for a rest stop along the Los Angeles River Ride course on Sunday June 7th, 2020.

FISCAL IMPACT

There is no fiscal impact with this action.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

The Los Angeles County Bicycle Coalition (“LACBC”) will be sponsoring the 20th annual Los Angeles River Ride on June 7th, 2020. This all-day event starts in Griffith Park in Los Angeles to Long Beach Harbor and back. Proposed as a public benefit, no rent will be paid to the City. Riders will be entering the park to

use portable restrooms; obtain water, snacks and the services of a bicycle mechanic; all provided by the LACBC. It is expected that between 400-500 riders will use the facility.

The Los Angeles County Bicycle Coalition (LACBC) is a membership-based nonprofit organization that works to make all communities in L.A. County healthy, safe, and fun places to ride a bike through advocacy, education, and outreach. Founded in 1998 by bicycle advocates Joe Linton and Ron Milam, LACBC brings together the diverse bicycling community in a united mission to improve the bicycling environment and quality of life for the entire region.

Despite Los Angeles' reputation as a car-centric region, LACBC has emerged as one of the most innovative and wide-reaching bicycle advocacy nonprofits in the country. LACBC has played a major role in the growing cycling movement here in L.A. with a vision to improve the built environment in Los Angeles, so that all cyclists—low-income, commuter, recreational, families, and women—can safely navigate L.A. County streets. Through the help of a strong volunteer network, LACBC accomplishes this vision in its campaigns to increase bicycle infrastructure throughout the 88 cities in the county.

The Los Angeles County Bicycle Coalition builds a better, more bike-able Los Angeles by bringing diverse communities together to improve the bicycling environment and quality of life for the whole county.

ATTACHMENT: LACBC Special Event Permit Application

ATTACHMENT



Maywood Building & Planning Department
4319 E. Slauson Avenue
Maywood, CA 90270
(323) 562-5722
(323) 773-2806 Fax
www.cityofmaywood.com

Permit No. _____
Permit Fee: _____

SPECIAL EVENT PERMIT APPLICATION

Applications shall be filed not less than sixty (60) calendar days, nor more than one (1) year before the time it is proposed to conduct the special event except that applications for block party permits shall be filed at least ten (10) working days prior to the event, and except that applications for expressive activities shall be filed:

Permitted Activity Involves Use of	Must be Filed Within Specified Number of Working Days of Prior to the Event
Streets, highways and thoroughfares	7
Rights-of-way other than sidewalks	5
Sidewalks	3
Parks	3
All other areas	3

If the event is being held on behalf of any organization, the event organizer shall file a letter from said organization authorizing the organizer to apply for the permit on its behalf and certifying that the event organizer and its principal shall be held financially responsible for any City fees, departmental services charges or costs that may lawfully be imposed for the event.

EVENT ORGANIZER:

Full Name: Barry Gribbon

Mailing Address: 1730 E. Holly St. Ste 840,, El Segundo, Ca 90245

Business Name: Homerun Entertainment

Location of Event: Riverfront Park

Phone: 310-500-8008 Email: Barry@homerunent.com

ORGANIZATION (IF ANY):

Name: Los Angeles County Bicycle Coalition - LACBC

Mailing Address: 634 S. Spring St. 8th Floor, Los Angeles, CA 90014

Phone: 213-629-2142 Website: la-bike.org

STATEMENT OF PURPOSE: (Please describe the event and the purpose for holding the event. If more space is needed please attach a separate sheet of paper).

The 20th Annual Los Angeles River Ride is a public event for riders of all ages and abilities.
Riverfront Park will be used as a "pit stop" - a rest area for riders on the LA River. LACBC will
provide porta potties, water towers, food and mechanics for the riders - all by volunteers.

DIAGRAM OF LOCATION OR ROUTE MAP FOR PARADE OR SIMILAR EVENT: (Please show a layout of the event location depicting structures, facilities, spectator or assembly areas, staging areas, etc. If a parade or similar event, the specific route with a map and narrative of the route. Attach a separate sheet).

DATE(S) OF EVENT: June 7th, 2020

TIME(S) OF EVENT: (set-up time and take-down) Deliveries at 6am - removal at 6pm

NUMBER OF PERSONS EXPECTED TO ATTEND PROPOSED EVENT? 400-500

WILL A FEE BE CHARGED TO ATTEND/PARTICIPATE IN PROPOSED EVENT? No fee to use Maywood stop

STATEMENT OF FEES (IF ANY): Riders pay a fee for the entire course ride- but this a fundraiser

SPECIAL DETAILS: (List number and types of vehicles, live music, amplified sound, animals, etc.)

Pop up tents, 200 gallon water tank and porta potties will be set up. Signage will be on the
bike path to direct riders to stop. We will also sweep the bike path under the bridge to clean up.

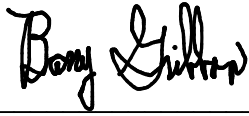
The City will refer the application to such appropriate City departments as deemed necessary from the nature of the application for review, evaluation, investigation and recommendations by the departments regarding approval or disapproval of the application.

CERTIFICATION: I understand and agree to abide by all of the Special Event Permit regulations of the City of Maywood and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit. I understand that I/we shall be financially responsible for any City fees, departmental service charges or costs that may lawfully imposed for the event.

I shall procure and maintain in full force and effect during the term of the permit a policy of insurance from a reliable insurance company authorized to do business in the State, which policy includes the City, its boards, officers, agents and employees as named insureds or additional named insureds and which provides the coverage that the City determines to be necessary, reasonable and adequate under the circumstances.

I also agree to defend, protect, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of permittee, its officers, agents or employees in connection with the permitted event or activity; and the permit shall expressly provide that the

permittee shall, at permittee's own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the City, its officers, agents or employees, and that permittee shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the City, its officers, agents or employees as a result of the alleged acts or omissions of permittee or permittee's officers, agents or employees in connection with the uses, events or activities under the permit.



Applicant's Signature

Jan. 27, 2020

Date

FOR STAFF USE ONLY

Conditions of Approval: _____

Proof of Insurance: _____

☐ Approved	_____	_____	_____
	Building and Planning	Date	Comments
☐ Approved	_____	_____	_____
		Date	Comments
☐ Approved	_____	_____	_____
		Date	Comments



AGENDA 8
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: FEBRUARY 12, 2020
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER
BY: DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING
SUBJECT: DISCUSS FUNDING OPTIONS FOR THE 2020 NATIONAL FITNESS CAMPAIGN ("NFC") FITNESS COURT PROGRAM AND CONSIDER APPROVAL OF A LETTER OF INTENT TO MAINTAIN GRANT AND PROGRAM ELIGIBILITY

RECOMMENDATION

Staff recommends that the City Council discusses funding options for the Fitness Court project at Riverfront Park and also to consider signing a letter of intent ("LOI") requested by NFC, to maintain grant and program eligibility.

FISCAL IMPACT

No fiscal impact as this is only the Letter of Intent.

LEGAL REVIEW

The City Attorney has reviewed this staff report.

BACKGROUND

Proposition 68

Officially the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018; the Proposition 68 grant program is funded

by a \$4.1 billion voter-approved bond. The bond was proposed to voters as a means to fund the expansion of access and infrastructure in state and local park systems, promote habitat restoration and water sustainability, and invest in natural disaster protection projects.

In early 2019, the third funding round of the Proposition 68 Grant was released. City staff immediately began the work of planning and executing a public outreach program that would provide the City's grant writing consultant, California Consulting Inc., the data and narrative that is required to write the application for a competitive grant. The public outreach component figures greatly in the evaluation of grant applications by the California Department of Parks and Recreation ("State Parks"). The City's public outreach program was therefore robust consisting of various City staff and a group of volunteers who knocked on doors and also held numerous "pop-ups" which consist of meetings with small or medium sized groups, usually before or outside of other public meetings or functions.

In June of 2019, the City submitted separate applications for two parks. The largest project applied for, aims to acquire funding for the rebuilding of the Maywood Park Baseball Facility, which was destroyed by a fire in November 2017. The smaller application is for the development of the Fitness Court, additional security and recreation field lighting, landscaping upgrades and public art at Riverfront Park. The fitness court received nearly unanimous positive feedback and the additional park upgrades were included due to the concerns and desires communicated by the public outreach participants.

Fitness USA Campaign and Court

This project was proposed for Riverfront Park as the focus of a second Prop 68 grant application; increasing the likelihood that the residents of Maywood would benefit from a grant that has no matching funds requirement and an extremely flexible project eligibility. The NFC Fitness Court was proposed to the outreach participants as a potential new amenity along with other potential park features.

Clearly the most popular, Maywood residents and outreach participants gave the Fitness Court a high rating because it provides a zero-cost fitness option that is available for use at flexible hours, without the need for other participants or for the assistance of Park staff. Unique to Fitness USA, the court provides a free smartphone application download that provides a guided workout and unlike most other active park features like ballfields or skate parks, the Fitness Court is designed to be used by people of all ages and at any fitness level.

DISCUSSION

City staff submitted an application to Fitness USA, not only for selection to participate in the Fitness Campaign, but to be awarded an NFC Healthy City Grant. The City was successful on both, receiving the full Healthy Cities grant amount of \$30,000 in the summer of 2019. Being selected and awarded the grant is competitive and in keeping with the competitive nature of the fitness campaign, NFC has conducted check-in calls with City staff and periodic

monitoring of the City's progress and continued commitment, to make certain that the number of Fitness Courts that are actually installed, meets their campaign goals. In January of this year, City staff was therefore presented with a non-binding LOI that must be authorized and signed by February 14th. Although this letter is non-binding, it makes clear that failure to meet certain agreed upon project milestone dates will result in revocation of program eligibility (see attached LOI).

Although the outlook for future funding from the Prop 68 grant looks promising for the Riverfront Park improvements, the number of grant applications submitted has overwhelmed State Parks, forcing the start of the third round award notification period to be delayed from December 2019 to March 2020. State Parks has reported that they received 478 grant applications with acquisition and construction funding requests totaling \$2.3 billion, which is vying for \$254.9 million which is available in this round. This outsized response makes reliance on funding in the third round risky.

Project Cost

The Prop 68 Grant application funding request for the Riverfront Park improvements totals \$530,195.00. This amount includes funding for security and recreational lighting, landscaping enhancements and public art. This request for alternate funding only involves the purchase and installation of the fitness court. The following budget will be required:

Fitness Court and Campaign	\$128,000
Freight	2,000
NFC Healthy City Grant	(\$30,000)
NFC PROGRAM FUNDING REQUIRED	\$100,000
 Concrete Slab	 \$ 40,000
Paint and Specialized Installation	\$ 5,000
TOTAL FUNDING REQUIRED	\$145,000

Although City staff will continue to pursue funding for the additional upgrades at Riverfront Park, only the fitness court needs to be considered at this time, in order to maintain project eligibility by meeting the schedule commitments. All other Riverfront Park improvements can be developed in a second phase of the improvement project.

Alternate Funding Sources

Assembly Bill No. 74 is act that makes appropriations in support of the government of the State of California and for several public purposes including \$200,000 that was earmarked for Maywood. The AB 74 (2019-20 Budget Act) earmark for Maywood is intended for community facilities, park, or recreational facilities construction, acquisition, or improvements and is currently the only

committed funding source that the City can use for this purpose. This money was appropriated to the Natural Resources Agency, which means the city will be making requests for reimbursement from the agency and the funds appropriated are available for encumbrance or expenditure through June 30, 2023.

Another promising source of funding is sponsorship. NFC has many community partners around the nation that have successfully obtained sponsorship funding. The NFC program includes information, resources, strategies and other assistance regarding corporate sponsorship. Although there is no set level or amount of funding for sponsors, other program cities have funded from small cost percentages to full reimbursement of project costs from sponsorship.

Sponsorship funding is provided in exchange for the installation of company logos and other advertising on the court and court equipment itself. If the Council wishes to pursue sponsorship funding, the NFC will meet with City staff to develop a strategy to obtain the type of sponsorship that will be the best fit for the community. The city will decide which corporations or other organizations are to be engaged with. Hospitals, health care or insurance companies, health maintenance organizations and foundations are the most common sponsors for fitness courts. All decisions regarding sponsorship will be brought before and made by the City Council.

New sources of park funding will continue into the future. State Parks has announced that Cities will be eligible for a new Per Capita Grant Program funded by Prop 68. Funds are available for local park rehabilitation, creation, and improvement grants on a per capita basis. Grant recipients will be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. City staff is awaiting additional details on this and along with California Consulting, will continue to pursue all funding made available to improve the recreational opportunities for the community.

ATTACHMENT: National Fitness Campaign Letter of Intent

ATTACHMENT



2020 National Fitness Campaign Grant Award Confirmation

01/27/2020

Dear Eddie,

Thank you for submitting the formal adoption documentation for partnership with NFC. On behalf of the National Fitness Campaign Grants Committee, I am pleased to share that the Official NFC Grant Award of \$30,000 to the City of Maywood has been confirmed and reserved for the 2020 Campaign program.

Your community will maintain grant eligibility by achieving the required program milestones listed below, which were discussed and confirmed on your Award Call. If deadlines are not met, the grant committee will revoke your eligibility. Your Partnership Development Manager is here to guide your team to successful completion of these milestones, and is available to assist with transfer requests or deadline extensions for appropriate circumstances. Relevant documentation regarding these requirements can be found in your partner folder.

The City of Maywood 2020 NFC GRANT PROGRAM ELIGIBILITY REQUIREMENTS

01 Submission of Purchase Order for remaining matching funding

(NFC 2020 program remaining matching funding required: \$100,000 plus state tax (if applicable))

- **Completion Requirement: 4/15/2020**

02 Shipment and Receipt of Fitness Court Program for local installation or storage

(You will need a 15' x 15' space to store the Fitness Court if you are not installing immediately.)

- **Completion Requirement: 5/1/2020**

03 Installation of Concrete Slab

- **Completion Requirement: 6/1/2020**

04 Fitness Court Assembly Completion and Public Launch Ceremony

- **Completion Requirement: 8/1/2020**

Your signature below confirms your intent to proceed and endeavor to meet the milestones described herein. Further, it confirms that the program milestones have been read, understood, and that timely fulfillment of the requirements will be pursued to the best of the undersigned individual's ability by their township, school, or organization.

Trent Matthias, Director
National Fitness Campaign

Eddie De La Riva, Mayor
City of Maywood

It is noted by National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of a Purchase Order or equal documentation to National Fitness Campaign.