



CITY OF HAWAIIAN GARDENS

AGENDA PACKET

CITY COUNCIL ***

MYRA MARAVILLA	MAYOR / CHAIRMEMBER
JESSE ALVARADO	MAYOR PRO TEM / VICE CHAIRMEMBER
VICTOR FARFAN	COUNCILMEMBER / DIRECTOR
LUIS ROA	COUNCILMEMBER / DIRECTOR
HANK TRIMBLE	COUNCILMEMBER / DIRECTOR

REGULAR MEETINGS
TUESDAY, NOVEMBER 12, 2019
6:00 PM***

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A G E N D A

CITY OF HAWAIIAN GARDENS CITY COUNCIL

REGULAR MEETING

TUESDAY, NOVEMBER 12, 2019 AT 6:00 P.M.

Meeting Location: City Council Chambers, 21815 Pioneer Boulevard, Hawaiian Gardens, California.

ADA Information: The City of Hawaiian Gardens complies with the provisions of the Americans with Disabilities Act (ADA). Anyone needing special assistance please contact the City Clerk's Department at **(562) 420-2641**, at least one (1) business day prior to the meeting so that we may accommodate you.

Bilingual Information: Anyone needing a Spanish bilingual interpreter for **ORAL COMMUNICATION ONLY**, please contact the City Clerk's Department at **(562) 420-2641**, at least one (1) business day prior to the meeting so that we may accommodate you.

PLEASE TURN OFF CELL PHONES DURING THE MEETING.

CALL TO ORDER

INVOCATION

FLAG SALUTE

ROLL CALL

MAYOR	MYRA MARAVILLA
MAYOR PRO TEM	JESSE ALVARADO
COUNCILMEMBER	VICTOR FARFAN
COUNCILMEMBER	LUIS ROA
COUNCILMEMBER	HANK TRIMBLE

PROCLAMATIONS AND CERTIFICATES

PRESENTATIONS

PRESENTATION BY THE LOS ANGELES COUNTY VECTOR CONTROL.

ORAL PRESENTATION AND UPDATE BY THE HAWAIIAN GARDENS LIBRARIAN CAROLYN REED.

CITY OF HAWAIIAN GARDENS VIDEO PRESENTATION OF CITY EVENT(S).

PUBLIC COMMENTS – GENERAL OR ITEMS ON THE AGENDA

During each regular meeting, the Council shall provide members of the public the opportunity to address the City Council on any issue within the subject matter jurisdiction of the Council or to speak on items on the agenda, except for public hearing items. Each speaker shall be limited to three (3) minutes of public comment at each regular meeting. The City Council shall not discuss or take action relative to any public comment unless authorized by California Government Code Section 54954.2(b).

AGENDA ORGANIZATION

This is the time for the City Council to discuss any changes in the order of agenda items.

A. PUBLIC HEARING(S) / HEARING (S)

- 1. RESOLUTION NO. 111-2019
 CONDUCT HEARING AND APPROVE RESOLUTION TO TERMINATE FRANCHISE AGREEMENT WITH COMMERCIAL WASTE SERVICES, INC., AND ADOPT CONSISTENT FINDINGS THEREOF.

COUNCIL ACTION: Conduct Hearing.
Adopt Resolution No. 111-2019.

- 2. ORDINANCE NO. 585
 CONDUCT PUBLIC HEARING, FIRST READING, AND INTRODUCTION OF ORDINANCE TO AMEND THE HAWAIIAN GARDENS MUNICIPAL CODE (HGMC) SECTION 18.90.080 RELATING TO ACCESSORY DWELLING UNIT (ADU) AND OTHER APPLICABLE SECTIONS OF THE ZONING CODE.

COUNCIL ACTION: Conduct Public Hearing.
Conduct first reading, introduce, read by title only, and waive further reading of Ordinance No. 585.

B. CONSENT CALENDAR

Items listed on the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item may be removed from the Consent Calendar and will be considered separately.

The City Council, upon approval of the Consent Calendar will waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

- 1. FINANCE DEPARTMENT - TREASURER'S REPORT FOR SEPTEMBER 2019.

COUNCIL ACTION: Receive and file.

B. CONSENT CALENDAR (CONTINUED)

2. FINANCE DEPARTMENT – BUSINESS LICENSE QUARTERLY REPORT FOR THE PERIOD OF JULY TO SEPTEMBER 2019.

COUNCIL ACTION: Receive and file.

3. RESOLUTION NO. 106-2019
APPROVAL OF WARRANTS IN THE AMOUNT OF \$716,407.43.

COUNCIL ACTION: Adopt Resolution No. 106-2019.

4. RESOLUTION NO. 107-2019
APPROVE THE EXCHANGE OF PROP A FUNDS BETWEEN THE CITY OF HAWAIIAN GARDENS AND THE CITY OF WALNUT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS.

COUNCIL ACTION: Adopt Resolution No. 107-2019.

5. RESOLUTION NO. 108-2019
ACCEPT IRREVOCABLE OFFER OF DEDICATION OF A 663.75 SQUARE FOOT FOR FUTURE PUBLIC RIGHT-OF-WAY PURPOSES LOCATED AT 22002-22006 HAWAIIAN AVENUE.

COUNCIL ACTION: Adopt Resolution No. 108-2019.

6. RESOLUTION NO. 109-2019
APPROVAL OF FINAL PARCEL MAP NO. 82353 (PLNG2019-0059 FPM) WITH THE ASSOCIATED DEDICATION FOR STREET PURPOSES FOR PROPERTY LOCATED AT 12508 CARSON STREET.

COUNCIL ACTION: Adopt Resolution No. 109-2019.

7. RESOLUTION NO. 110-2019
APPROVAL OF A REQUEST BY LARRY CURTI, TO ALLOW A ONE-YEAR (1) EXTENSION OF THE PREVIOUSLY APPROVED TENTATIVE TRACT MAP NO. 72944 (PLNG2018-0047-TPM) AND CONDITIONAL USE PERMIT (PLNG2018-0048-CUP) FOR THE DEVELOPMENT OF AN 18-UNIT CONDOMINIUM PROJECT ON PROPERTY LOCATED AT 21821 HAWAIIAN AVENUE.

COUNCIL ACTION: Adopt Resolution No. 110-2019.

8. APPROVE THE CITY COUNCIL MINUTES:

- OCTOBER 8, 2019 - REGULAR MEETING; AND
- OCTOBER 22, 2019 - REGULAR MEETING.

COUNCIL ACTION: Approve the minutes as presented.

B. CONSENT CALENDAR (CONTINUED)

9. PRESENTATION OF VARIOUS COMMISSION MINUTES AND COMMITTEE REPORTS:

- PUBLIC SAFETY COMMISSION
 - January 2019
 - February 2019
 - March 2019
 - April 2019
 - May 2019
 - June 2019 and
 - September 2019

- HOMELESS TASK FORCE COMMITTEE
 - January 2019

COUNCIL ACTION: Receive and File.

10. UPDATE OF MAYOR MARAVILLA'S APPOINTMENTS TO VARIOUS GOVERNMENT AGENCIES AND CITY COMMITTEES FOR 2019.
(THIS ITEM WAS CONTINUED FROM THE OCTOBER 22ND MEETING.)

COUNCIL ACTION: Approve the Mayor's updated list of appointments.

C. DISCUSSION ITEM(S)

1. A REQUEST FROM THE CITY COUNCIL TO PROVIDE THE STATUS OF THE AGENDA MANAGEMENT SYSTEM PROJECT.

COUNCIL ACTION: Council to provide staff direction.

2. A REQUEST FROM THE CITY COUNCIL TO CONDUCT A STUDY FOR THE INSTALLATION OF SPEED HUMPS ON CLARETTA AVENUE AND 213TH STREET IN THE VICINITY OF THE MELBOURNE ELEMENTARY SCHOOL.

COUNCIL ACTION: Council to provide staff direction.

D. COMMITTEE REPORT(S)

E. NEW BUSINESS

F. ORAL REPORTS

G. ORAL COUNCIL REPORTS

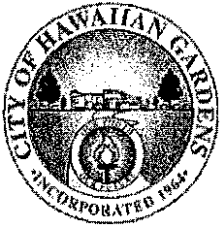
H. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL: INITIATION OF LITIGATION
GOVERNMENT CODE SECTION: 54956.9(d)(4)
NUMBER OF POTENTIAL CASES: ONE (1)

I. ADJOURNMENT

Adjourn to a Regular City Council meeting to be held on Tuesday,
December 10, 2019 at 6:00 PM.

(Please note that the Regular Meetings for November 26, 2019 and December 24, 2019 have been cancelled and declared dark.)



**CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT**

Agenda Item No. A-1

City Manager _____

TO: Honorable Mayor and City Councilmembers

THRU: Ernie Hernandez, City Manager

FROM: Megan K. Garibaldi, Interim City Attorney

DATE: November 12, 2019

SUBJECT: PUBLIC HEARING FOR TERMINATION OF FRANCHISE AGREEMENT WITH COMMERCIAL WASTE SERVICES, INC., AND ADOPTION OF RESOLUTION CONSISTENT WITH THE FINDINGS THEREOF

RECOMMENDATION

Staff recommends that the City Council (i) conduct a public hearing for termination of the Exclusive Solid Waste Services Franchise Agreement ("*Agreement*"), dated as of July 1, 2018, by and between the City of Hawaiian Gardens and Commercial Waste Services, Inc. ("*CWS*"), and (ii) adopt the proposed resolution terminating the Agreement, which is attached to this staff report as Attachment "A."

BACKGROUND

After a Request for Proposals for solid waste services, the City awarded the franchise to CWS. The City then entered into the Agreement with CWS, which CWS began performing, effective as of July 1, 2018. A copy of the Agreement is attached to this staff report as Attachment "B." This Agreement has a term of seven (7) years, with an option to extend an additional three (3) years, for a potential of ten (10) total years.

In March of this year, the City began to address numerous breaches under the Agreement resulting from CWS's failure to perform specified contractual obligations. Despite being provided opportunities to cure, several material breaches identified by the City remain in default and with no plan for cure. Moreover, as of the writing of this staff report, the City continues to learn of new material breaches. As a result of CWS not having timely (or otherwise) cured the identified breaches, CWS is deemed in default under the Agreement. (Agreement, § 9.3.) Accordingly, the Agreement authorizes the City to provide a Notice of Termination to CWS and to set a hearing for the City Council

to consider termination of the Agreement. CWS has been provided such Notice of Termination setting the hearing for the November 12, 2019 City Council Meeting.¹ Each of the breaches resulting in default, the relevant background, and the facts establishing procedural compliance with the Agreement, for purposes of termination, are discussed in greater detail below.

EXECUTIVE SUMMARY AND OUTLINE OF STAFF REPORT

I. Introduction

In accordance with Sections 9.4 and 9.6 of the Agreement, a hearing has been noticed to consider CWS's defaults under the Agreement and for the City Council to evaluate and determine whether to terminate. The matter before the City Council at this hearing is relatively straightforward: *Is there substantial evidence that CWS is in default of the Agreement, thus establishing grounds for termination?*

As detailed in this staff report and attachments hereto, CWS has been deemed in default under the Agreement for numerous reasons, including for several material breaches. These breaches include both monetary as well as non-monetary defaults. The most significant defaults by CWS, as explained further below, are summarized as follows: (1) inaccurate reporting to the City regarding its waste collection and diversion, (2) continual misrepresentations and/or omissions to the City, including without limitation (a) the failure to purchase a brand new clean air fleet to service the City, and (b) the failure to obtain the requisite insurance, and (3) CWS's failure to ensure the City is in compliance with State laws, including AB 939, AB 1826, and AB 341. As part of this process, the City has had to expend significant resources to continuously monitor CWS's compliance with the Agreement.²

Over the past approximately eight months, the City has attempted to work with CWS to cure these breaches and defaults and has more than exceeded the Agreement's requirements in terms of providing notice and opportunities to cure. Specifically, the City provided CWS with numerous Notices of Default (ranging from March 25, 2019 through November 4, 2019), each of which have informed CWS of how to cure these defaults and perform its obligations under the Agreement. In addition to the Default Notices, the City also provided an in-person meeting with CWS and has been attempting to schedule an additional in-person meeting for the past month to no avail.

Comparatively, CWS's position throughout this process (as explained more below) has been that it has not breached any terms of the Agreement and is not in default. Given

¹ As explained further below, in addition to breaches requiring a hearing prior to termination, certain types of specified breaches of the Agreement authorize the City to *immediately* terminate *without* complying with the process of issuing Notices of Default, providing an opportunity to cure, and affording CWS the hearing process. (Agreement, § 9.1.)

² For example, despite that it is CWS's obligation to timely deliver its Quarterly Franchise Fees or other payments due under the Agreement, the City has needed to send multiple default notices and expend considerable effort to collect such fees once payments become delinquent, as shown in the attachments hereto.

that CWS's position remains at odds with the evidence the City has and/or has obtained relative to CWS's performance of the Agreement, staff believes the City has likely now exhausted the remedial tools available to it in the Agreement. Therefore, as demonstrated below, CWS has failed to cure its material breaches and accordingly in default of the Agreement. Based on this information, a termination hearing was set under the Agreement and it is staff's recommendation to proceed with termination.

As detailed below, this staff report will explain the following:

- First, it will set forth the process specified in the Agreement for terminating the franchise and Agreement with CWS, if so determined, by the City Council.
- Second, it will explain key contract terms necessary for determining whether a breach exists warranting termination.
- Third, it sets forth the relevant background related to both (a) solid waste services, generally, and (b) CWS's performance under the Agreement, specifically (including the breaches identified by the City, the Notices to Default and Opportunities to Cure, and responses thereto).
- Fourth, it will analyze the various ongoing defaults and recommend next steps based upon that analysis.

PROCEDURE FOR TERMINATING THE AGREEMENT

As briefly mentioned above, the Agreement sets forth two ways in which the City may terminate the Agreement. They are:

1. Pursuant to Section 9.1, the City may immediately terminate the Agreement for specific, identified events that the Agreement categorizes as so material to CWS's performance that the City need not provide notice or an opportunity to cure, and is not required to hold any meetings or hearings, prior to termination. Relevant here is Section 9.1(i), which provides, that the City may immediately terminate the Agreement "[i]f Franchisee practices, or attempts to practice, any willful fraud or deceit upon the City. Both parties agree and understand that any failure to disclose information material to the performance of the Agreement shall constitute a breach."
2. Pursuant to Sections 9.3 through 9.6, which requires the City to satisfy several procedural requirements before terminating the Agreement, including Notice of Defaults and opportunities to cure, before the City issues a notice of intent to terminate the Agreement ("*Termination Notice*"). The City complied with this procedure by issuing a Termination Notice to CWS on November 8, 2019, and setting the hearing for termination for November 12, 2019.. The City's Termination Notice is attached to this report as Attachment "O." The Termination

Notice included the staff report and exhibits, which informs CWS of the evidence against it.

After issuing a Termination Notice, if required, the City must schedule a termination hearing at a regularly-scheduled meeting ("*Termination Hearing*") within thirty (30) days of the date of Termination Notice. This City Council meeting satisfies this second procedural requirement.

The purpose of the Termination Hearing is to provide CWS the opportunity to present evidence to demonstrate that it is not in default, and to rebut any evidence presented in favor of termination.³ After consideration of all the evidence at the Termination Hearing, the City Council may, based upon substantial evidence, adopt a resolution that does any of the following:

- (1) Terminates the Agreement;
- (2) Determines CWS is innocent of default and dismiss the Termination Notice; or
- (3) Not immediately terminate the Agreement, but instead impose conditions on a finding of default and a time for cure.

Pursuant to Section 9.6, findings of default or a conditional default must be based upon substantial evidence supporting the following two findings:

- (1) That a default in fact occurred and has continued to exist without timely cure; and
- (2) That such default has, or will, cause a material breach of the Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the City, or the financial terms established in this Agreement.

Staff believes there is substantial evidence to support that multiple defaults have occurred and continue to exist, and that the defaults have caused material breaches of the Agreement, as well as had a substantial negative impact on and to the City. As such, staff has prepared a resolution to terminate the Agreement.

DISCUSSION

I. What is a Material Breach and Default?

Before the Council can determine whether CWS is in default of the Agreement, it must first understand what constitutes a default. Plainly, a default occurs where a party fails to cure a material breach. Accordingly, pursuant to Section 1.43:

³ As a quasi-adjudicatory hearing, however, CWS is not entitled to cross-examination of witnesses, formal rules of evidence, or similar rights afforded to litigants in a civil or criminal trial.

A breach is considered "material" under this agreement pursuant to Article 9 of this Agreement, if the following situations occur (this list is not all-inclusive, but shall include): failure to submit payments on-time and/or in the proper amount, failure to act in good faith, failure to provide adequate services to the City's businesses and/or residents, failure to meet the required diversion amounts, failure to report accurately, failure to cooperate with request for documents, or failure to cooperate with audit procedures. Any fees and/or penalties including but not limited to liquidated damages, shall become due upon notification of Material Breach and after engaging in the procedures set forth in Article 9 of this Agreement. City may charge 1.5% interest per month for each month Franchisee fails to remit payment.

In accordance with Section 9.3,⁴ a "default" occurs where:

- (i) said breach or failure can be cured, but the Defaulting Party has failed to fully cure within thirty (30) days after the date of the Default Notice [], or
- (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement.)

(Emph. added.) Therefore, simply stated, if the breaching party fails to timely and fully cure the material breach after receiving a Notice of Default, the breaching party is deemed in default of the Agreement. If the breaching party is deemed in default following this process, the Agreement may be terminated, in accordance with the provisions of the Agreement.

II. Relevant Background on State Laws Relating to Solid Waste Services

Solid waste in the City is collected through the use of front and side loader vehicles. There are various kinds of waste that are collected for disposal, such as construction and debris, trash, recyclables, and greenwaste. Additionally, these kinds of waste are collected from various sectors, such as residential commercial, and multi-family. This waste is collected with the goal to prevent as much waste as possible from ending up in landfill. To that end, the State imposes specific and technical regulatory requirements in all cities with respect to processing solid waste within its jurisdictional boundaries. Although these regulations are both multifaceted and intricate, the following is a high level summary of the City's solid waste obligations imposed by the State.

The City is responsible for ensuring that it meets certain State-imposed standards relating to the collection and diversion of this solid waste. Most relevant to this hearing are the following three State laws: AB 939, AB 341, and AB 1826.

⁴ Except that with respect to Section 9.1, as noted above, a default may exist without following the notice and cure procedures.

AB 939, also known as the Integrated Waste Management Act of 1989, compels all California municipalities to divert 50% of the waste from landfills, whether through reduction, recycling or other approved means. Under Article 5 of the Agreement, the City imputes this diversion requirement onto CWS. As such, CWS is responsible under the Agreement for ensuring that the City complies with the diversion requirements and implements all programs necessary under the law. Notably, under Section 11.4, CWS unconditionally guaranteed compliance with the requirements of AB 939, so that the City will meet or exceed the State's diversion requirements. As a way to ensure compliance with AB 939's diverting requirements, under Section 5.1, CWS is required to meet or exceed the standards of AB 939 by diverting 50% of the solid waste collected within the City.

AB 341 requires mandatory multi-family and commercial recycling programs; the purpose of this law is to support an effort to reduce greenhouse gas emissions. Section 4.5.3 of the Agreement requires CWS to process all multi-family waste at materials recovery facility (sometimes referred to as "MRFs") and must divert a minimum of 50% of the collected waste.

AB 1826 requires businesses to recycle their organic waste, depending on the amount of waste they generate per week. AB 1826 also requires that cities implement an organic waste recycling program to divert organic green waste generated by multi-family buildings. Section 4.13.4 of the Agreement requires CWS to provide organics recycling to all commercial customers.

Under Section 5.5 of the Agreement, a failure to maintain diversion programs, including those required by AB 341 and AB 1826, above, is a material breach of the Agreement. Additionally, pursuant to Section 5.9, should CWS fail to divert the required amount of the City's solid waste, it is considered a material breach of the Agreement.

III. CWS's History of Breaches; City's Notices and Opportunities to Cure

The history of CWS's breaches and the City's attempts to obtain compliance are extensive and occasionally complex. There was an extraordinary effort by the City to obtain compliance with the Agreement. In order to provide the Council an effective and efficient staff report, attached to this report will be all of the City's default notices as well as CWS's responses, if one was provided to the City. This will allow the Council to review all of the City's and CWS's positions, including the detailed nuances, without having to read an (even more) cumbersome staff report.

A. The City's March 25, 2019 Default Notice

The City issued its first Notice of Default to CWS on March 25, 2019. This notice is included as Attachment "C." This notice informed CWS of its two material breaches resulting from CWS's failure to pay the 2018 fourth quarter Franchise Fee and its failure to pay the one-time administrative fee of \$100,000.00 ("*Administrative Fee*"), respectively, required by the following provisions of the Agreement:

1. Section 3.1 obligates CWS to pay a quarterly franchise fee ("*Franchise Fee*") to the City equal to 10% of the Gross Receipts collected during the preceding quarter; failure to timely and accurately pay this Franchise Fee is considered a material breach of the Agreement; and
2. Section 3.3 required CWS, in exchange for the City granting the exclusive franchise to CWS, to pay the City the one-time Administrative Fee within thirty (30) days of the Agreement's execution date; failure to submit payment for the Administrative Fee is a material breach (see Section 3.3.(ii).)

The City also sought late penalties for both the Franchise and Administrative Fees.⁵

B. In-Person Meeting on June 3, 2019

Although the City was not required to do so, in anticipation of issuing a second default notice, the City requested to meet with CWS in-person to attempt to resolve any issues. This meeting took place on June 3, 2019 with the City and CWS. The City provided CWS with informal notice of eleven material breaches (as well as a host of other breaches) it intended to demand cured. Particularly, the City stressed that CWS's lack of compliance with the Agreement was not acceptable and further warned CWS that its inaccurate reporting would not be tolerated. CWS's general disposition during this meeting was that it had not breached the Agreement. Among other key issues, CWS ensured the City that it then had in effect a compliant performance bond (that had been in effect since the Agreement commenced) and that it would deliver a copy of that bond within 24 hours.

C. The City's June 5, 2019 Default Notice

The City issued its second Notice of Default on June 5, 2019, which is attached to this staff report as Attachment "D." This second default notice was essentially broken down into three main components: (1) material monetary breaches; (2) material non-monetary breaches; and (3) miscellaneous breaches. They are each briefly summarized below.

i. Material Monetary Breaches

The notice informed CWS that it had failed to: (1) pay the late payment penalties for the one-time administrative fee of \$100,000, as set forth in the first default notice on March 25, 2019; (2) still provide the City with proof of the surety Performance Bond, as required under Section 3.3 of the Agreement (and as promised to be delivered within 24 hours during the June 3rd meeting), which required CWS to submit a \$1 million Performance Bond as a condition precedent to the effectiveness of the Agreement (the purpose of this bond is to guarantee CWS's faithful performance of the waste hauling services under the Agreement); and (3) provide the City with proof of existing insurance coverages, as required under Article 11 of the Agreement, as CWS is required to

⁵ After some time, both the 2018 Fourth Quarter Franchise Fees, the Administrative Fees, and late penalties were all paid by CWS.

procure and maintain, during the entire term of the Agreement, specified policies of insurance (CWS has failed to provide proof of insurance that showed CWS had active insurance following the May 3, 2019 expiration date of its prior policy).

Notably, as set forth in Section 1.43, failure to perform monetary obligations is a material breach of the Agreement. As such, each of these breaches was material. The City ultimately demanded cure of these material monetary breaches within ten (10) days, in accordance with Section 9.3.

ii. Material Non-Monetary Breaches

With respect to the non-monetary breaches, several material breaches were identified. First, and the biggest issue, was a material breach resulting from CWS having failed to ensure the City met the diversion rates required by AB 939. The notice explained that the City participated in the 2018 Annual AB 939 Reporting Conference call with CalRecycle in order to review the City's progress on implementation of required AB 939 programs. CalRecycle reported that the reports submitted by CWS, and the diversion rates thereof, indicated that certain mandatory recycling programs were not successfully implemented or maintained. Due to the disposal tonnage discrepancies and the unsuccessful implementation of mandatory recycling programs, CalRecycle suggested that the City submit an informal action plan to address the deficiencies prior to the City being placed on a formal non-compliance notice. Sections 5.5 and 5.9 of the Agreement provide that failure to divert the required amount of solid waste and failure to maintain the diversion programs is a material breach of the Agreement, and accordingly CWS in material breach.

Second, the notice then identified that CWS was inaccurately reporting its collection and diversion rates, which is a material breach of the Agreement. The City provided the following chart to show the differences between what CWS was reporting and what the Disposal Report System ("DRS") maintained by the State of California reported:

Hauler Reported Calculation

Period 2018	Hauler/Program	Collected	Disposed (Hauler)	Hauler Reported Diversion Rate
QTR 3	CWS	3,366.81	1,859.25	44.78%
QTR 3	CWS/CDBG	252.39	83.15	67.05%
QTR 4	CWS	3,001.64	1,948.89	35.07%
QTR 4	CWS/CDBG	175.61	36.06	79.47%
		6,796.45	3,927.35	42.21%

Disposal Reporting System Calculation

Period 2018	Hauler/Program	Collected	Disposed (DRS)	DRS Reported Diversion Rate
QTR 3	CWS	3,366.81	2,393.74	33.86%
QTR 3	CWS/CDBG	252.39		
QTR 4	CWS	3,001.64	3,170.63	0.21%
QTR 4	CWS/CDBG	175.61		
		6,796.45	5,564.37	18.13%

Third, the notice then discussed that pursuant to Sections 4.13.3, 4.13.4, and 4.13.5, CWS was required to implement mandatory commercial recycling (AB 341) and mandatory organics recycling (AB 1826). These programs required CWS to recycle at least 50% of the collected waste. The City noted, based upon reports submitted by CWS and those of the State's DRS, that commercial recycling CWS achieved only 38.78% diversion in the 2018 third quarter and 28.97% diversion in the 2018 fourth quarter. Again, Sections 5.5 and 5.9 provide that failure to divert the required amount of solid waste and failure to maintain the diversion programs is a material breach of the Agreement.

Fourth, the notice then identified that CWS failed to provide the City with requested supplemental information and documentation regarding CWS's third quarter "Quarterly Report." The City noted that it had requested supplemental information and documentation multiple times but that CWS failed to provide such materials. Without the necessary documentation and information from CWS, the City is unable to accurately report to CalRecycle which puts the City at risk to receive compliance notices and penalties from the State. As set forth in Section 1.43 and Section 5.8, failure to cooperate with document requests is a material breach.

Fifth, the notice then discussed that CWS failed to provide proof of a purchase order for the acquisition of a clean-air vehicle fleet. Section 6.1.1 requires that during the first year of the Agreement, CWS must provide evidence of a purchase order for a fleet of new clean-air vehicles. The delivery of the vehicles must be before August 1, 2019. Failure to comply with Section 6.1.1 is a material breach.

Lastly, the notice discussed that CWS failed to implement on-site and/or Multi-Family Processing. Section 6.3.2 of CWS's bid proposal, which is incorporated into the Agreement pursuant to Section 1.19, promised to deliver multi-family containers to various processing facilities. CWS promised that it will achieve at least 50% diversion

for all collected multi-family water materials. Pursuant to the 2018 third and fourth Quarterly Reports, CWS was not in compliance with this Section, which was a material breach of the Agreement. The City provided this chart to demonstrate CWS's breach:

Multi-Family Diversion Rate

2018	Collected	Disposed	Diversion Rate
3rd Qtr.	133.83	91.78	31.42%
4th Qtr.	125.31	115.75	7.63%
Total	259.14	207.53	19.92%

The City demanded cure of these non-monetary breaches within thirty (30) days, in accordance with Section 9.3.

iii. Miscellaneous Breaches

The City also provided CWS with a three-page list of miscellaneous breaches that, while individually may not have risen to the level of materiality, collectively constituted a material breach of the Agreement. These breaches included matters such as CWS failing to provide the City with necessary information needed to report to CalRecycle, failure to implement specific programs identified in the Agreement and CWS proposal, or was past due on various obligations.

D. CWS's Document Production on June 16, 2019

In response to the City's two prior default notices, CWS produced various documents in an attempt to resolve the monetary breaches. CWS's production is attached to this staff report as Attachment "E." Through this production, CWS cured certain defaults, as follows: (i) it provided satisfactory proof of insurance coverage; (ii) CWS provided retail sales order showing that CWS had placed an order for the new clean air fleet, but did not provide proof of a delivery date before August 1, 2019; and (iii) provided a performance bond for the period of June 13, 2019 through June 12, 2020; however, CWS did not provide a performance bond covering the first year of the Agreement—that is July 1, 2018 through June 12, 2019 (although it had represented it existed). CWS also paid its late penalties for the Administration Fee.

E. The City's June 27, 2019 Supplemental Default Notice

On June 27, the City issued a Supplemental Notice of Default to CWS, which supplemented the June 5, 2019 Default Notice with information the City had learned regarding CWS's inaccurate reporting and diversion requirements. This notice is attached to this staff report as Attachment "F."

First, the Supplemental Notice stated that CWS had failed to provide the City with its Performance Bond that satisfied Section 3.3 of the Agreement. CWS did not provide the

City with a Performance Bond that covered the period of July 1, 2018 through June 12, 2019. As such, CWS was still in material breach of Section 3.3.

Second, the notice informed CWS that, with respect to CWS's inaccurate reporting, the City had been made aware that CWS was not accurately reporting correct diversion rates and was not disposing of waste at the correct facilities. Despite CWS's reporting, which indicated that the City was in compliance with AB 939, the State (CalRecycle) had informed the City that it was not in compliance. The City also received documentation from the Los Angeles County Sanitation District ("LACSD") and the CalRecycle DRS that the 2018 third and fourth quarter tonnage reports submitted by CWS had tonnage information that could not be reconciled with disposal records provided by LACSD and DRS. The notice provided CWS with specific examples of the inaccurate reporting, as follows:

1. Regarding CWS's disposal of refuse for the third and fourth quarters of 2018, CWS reported that it delivered a total of **1,765.42 tons** of solid waste to a LACSD materials recovery facility for processing for the recovery of recyclables; however, the LACSD reported that during the same period, only **135.18 tons** of refuse were delivered to a LACSD materials recovery facility and **0.00 tons** were processed—that is, all waste was sent to landfill. This means that there was over 1,630 tons of waste that went unaccounted for and likely sent to landfill.
2. Regarding commingled recyclables, CWS reported that **496.98 tons** of mixed recyclables were processed at a DART facility; however, LACSD reported that CWS delivered only **244.20 tons** of mixed recyclables. Additionally, CWS reported that it delivered **764.12 tons** of recyclables to their proprietary "Ace Diversion" facility; however, this facility is only permitted to accept construction demolition debris, greenwaste, inert, metals, and wood waste—not mixed recyclables.
3. Regarding greenwaste, CWS reported that it delivered **0.0 tons** of greenwaste to LACSD for 2018, while LACSD reported a total of **168.38 tons** of greenwaste delivered.

The notice warned CWS that their reporting was vastly inaccurate in terms of tonnages collected, tonnages diverted, and facility usage. The City reminded CWS that such inaccurate reporting was a material breach of the Agreement, pursuant to Section 1.43.

F. CWS's July 5, 2019 Response Letter

On July 5, 2019, CWS provided the City with a response letter to the June 5, 2019 Default Notice. CWS's response letter is attached to this staff report as Attachment "G."

CWS began its response by denying that it had committed any material breaches and demanded confirmation by the City. CWS claimed that it met the diversion rates required by AB 939 and the Agreement; rather, CWS alleged that some third party was falsely reporting that waste generated in other jurisdiction was generated in the City.

CWS claimed that false reporting of the source of waste would thereby undermine CWS's diversion rates. CWS provided no evidence of this allegation.

CWS failed to provide the requested documentation and information to the City, which the City had requested in order to accurately report rates to CalRecycle. CWS claimed it had either already provided the information to the City or CWS could not obtain the documents requested. CWS then claimed that AB 1826 and AB 341 had been properly implemented, although CWS provided no substantive or credible evidence to support this claim. Finally, CWS failed to provide any evidence of the performance bond prior to June 12, 2019. CWS did not address any of the miscellaneous breaches.⁶

G. CWS's September 10, 2019 Email to City

Despite claiming that CWS was meeting the diversion requirements, on September 10, 2019, CWS sent an email to the City requesting a meeting because the City was not meeting the requirements of AB 939. CWS appeared to blame this failure to meet diversion requirements on the City's waste consultant (although, the Agreement passes this obligation through to CWS, not the City). CWS's email to the City is attached to this staff report as Attachment "H."

H. The City's September 25, 2019 Default Notice

The City issued a comprehensive Subsequent Notice of Default of CWS's failure to cure all previously identified material breaches, identified new material breaches that needed to be cured, and issued a determination that CWS is in default of the Franchise Agreement. The City also provided a notice of audit. This Subsequent Notice is attached to this staff report as Attachment "I."

This notice addressed three primary issues: (1) new material breaches by CWS; (2) commencement of the audit process; and (3) responding to the outstanding material breaches that were not cured. The City declared that because CWS failed to cure all of the material breaches identified in the City's previous default notices, CWS was in default of the Agreement, pursuant to Section 9.3.

(i) New Material Breaches

The notice identified that CWS failed to pay the 2019 second quarter Franchise Fee, which was due August 15, 2019. CWS also had failed to timely submit its second quarter Quarterly Report, which was due the same date as the fee payment. As set forth in Sections 1.43 and 3.1, failure to timely and accurately pay this Franchise Fee is considered a material breach of the Agreement, as is the failure to submit Quarterly Reports.

⁶ At this time, the City then awaited CWS's 2019 second quarter Quarterly Report and Franchise Fees to further monitor implementation and compliance under the Agreement.

(ii) Commencement of Audit

Due to CWS's continued breaches, failure to provide the City with the necessary diversion reporting documents, and failure to cure previous breaches, the City exercised its right to audit CWS. Pursuant to Section 8.1, the City sought to review CWS's financial statements. Pursuant to Section 8.2, the City sought review of CWS's records of customer complaints, tonnage collection, disposal, diversion compliance records, maps, billing records, gross income, franchise fee payments, curbside recycling payments, customer lists with service type and frequency, and customer payment histories.

(iii) Outstanding Material Breaches

The notice further discussed CWS's material braches that remained outstanding from the City's Notice of Default letters from June 2019. First, it noted that CWS still had not provided the City with a performance bond that satisfied Section 3.3 of the Agreement, which CWS had represented to the City had been in place and would be provided to the City within 24 hours of the meeting.

Second, the notice discussed that CWS continued to miss the diversion rates required by AB 939, and which CWS had admitted in its September 10th email was not being met, despite arguing it was not in breach of the Agreement. The City provided CWS with the following chart to demonstrate diversion rates during 2018:

2018 - CalRecycle Per Capita Diversion Rate

Period	Disposal Tonnage (DRS)	*Generation **(PPD) SB 1016	Diversion Rate
2018 1 st Qtr. (Republic)	2,625.42	4,848.28	45.85%
2018 2 nd Qtr. (Republic)	<u>2,671.79</u>	<u>4,957.23</u>	46.10%
2018 Q1 & Q2 (Republic)	5,297.21	9,805.51	45.98%
2018 3 rd Qtr. (CWS)	2,393.74	5,011.71	52.24%
2018 4 th Qtr. (CWS)	<u>3,170.63</u>	<u>5,011.71</u>	36.74%
2018 Q3 & Q4 (CWS)	<u>5,564.37</u>	<u>10,023.42</u>	44.49%
2018 Total	10,861.58	19,828.93	45.22%

* CalRecycle Reported Resident Population for 2018 = 14,723

** Pounds Per Person Per Day Generation = 7.4 lbs.

This table established that the City is not meeting its diversion requirements under AB 939. Notwithstanding the foregoing, CWS nevertheless contends that it is complying with this legal requirement. Because the City had yet to meet its diversion requirements under AB 939, CWS was in default.

Third, the notice then addressed that CWS was still not meeting the diversion requirements of Section 5.1. The relevant provision of Section 5.1 reads, “[t]he City requires the franchisee to meet or exceed this State mandate [AB 939] by diverting fifty percent (50%) **of the solid waste collected** under this franchise agreement.” (Emphasis added.) That is, CWS is required to divert 50% of all waste it collects within the City. The City reminded CWS that this diversion requirement is separate and additional to that of ensuring the City meets its diversion requirements under AB 939. The City pointed out that CWS had failed to meet this diversion requirement for every quarter it was responsible for the City’s waste. As such, CWS was in default of Section 5.1.

Fourth, the notice then addressed that CWS continued to fail to accurately report all solid waste collected, diverted, and disposed, which prevented the City from accurately monitoring diversion rates under Section 5.1 and AB 939, and failed to provide requested documentation and information to the City supporting its diversion rates. Further, in order for the City, and ultimately the State, to determine whether the City complied with AB 939, the City needed accurate reporting and documentation.⁷ Both failing to accurately report and failing to provide the City with requested documentation is are each material breaches under the Agreement.

Fifth, the notice addressed CWS’s amended Quarterly Reports for 2018 quarter 3 and 2019 quarter 1, which included significantly different numbers from the original report. Inaccurate reporting may be taken as evidence of efforts to mislead the City about its diversion and collection rate. The City provided CWS with the following chart showing the wildly different reporting between the original Quarterly Reports and the amended Quarterly Reports:

CWS Quarterly Tonnage Submittals

Reporting Period	Document	Tons Reported Collected	Tons Reported Diverted	Tons Reported Disposed	Tons Reported Disposed *(LACSD)	**Diversion Rates
2018 – Q3	Original	3,366.81	1,600.62	1,766.19	2,213.97	34.35%
2018 – Q3	Amended	4,225.27	2,011.30	2,213.97		47.61%
2018 – Q4	Original	3,001.64	1,049.75	1,951.89	2,738.92	8.76%
2019 – Q1	Original	1,493.06	601.00	892.06	1,856.81	0.00%
2019 – Q1	Amended	4,783.98	2,192.58	2,591.58		41.10%

⁷ Around this time, the City met with representatives of CalRecycle, who expressed concern that the City was, amongst other things, not meeting its AB 939 requirements and, within the coming months, thus should expect further compliance action from the State.

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* LACSD = Los Angeles County Sanitation Districts

** Diversion Rate Utilizing LACSD Tons Disposed, Divided by Tons Collected

The notice suggested that part of the issue with CWS's breaches stemmed from CWS not having an agreement in place with LACSD to specifically sort the City's waste and report the City's specific diversion. CWS has claimed that such an agreement is not possible; however, the City contacted LACSD and confirmed this possibility that there are such city specific agreements for curb-side commingled, recyclables, Multi-Family, and Commercial solid waste processing. This City-specific diversion is required as a part of the Agreement in accordance with Section 5.8.1, and failure to meet it is a material breach.

Sixth, the notice discussed that CWS continued to fail to provide evidence that it is in compliance with AB 1826 and AB 341. CWS had claimed in its prior response letter that the organic waste program and commercial recycling programs were fully implemented. However, the City could not verify these claims because CWS only provided a simple list of businesses as proof of compliance with AB 1826 and AB 341. Sections 4.13.3-4.13.5 and Section 5.8.1 requires that CWS provide AB 1826 and AB 341 program implementation reports and records. Because CWS failed to produce any evidence of compliance with AB 1826 and AB 341, it had not cured the material breach and remained in default.

Seventh, the City addressed CWS's failure to deliver its new fleet of clean-air vehicles. Section 6.1 of the Agreement requires that by August 1, 2019, CWS must have delivered and commenced operations with a fleet of clean-air collection vehicles. Failure to perform completely under Section 6.1 is a material breach.

Eighth, the notice addressed CWS's failure to cure its breach for not achieving a minimum of 50% diversion of the collected multi-family waste. Pursuant to Section 4.5.3, CWS must process all multi-family complexes consisting of five units or more at a fully permitted materials recovery facility and shall divert a minimum of 50% of the collected waste. CWS reported that it was processing this waste at the Puente Hills facility; however, CWS failed to provide any documentation that verified any measurable diversion. The City requested evidence demonstrating compliance.

Lastly, the notice addressed the fact that CWS had failed to cure any of the "miscellaneous breaches" identified in Exhibit "A" of the June 5, 2019 default notice, despite the fact that three months had passed. The City demanded documentation addressing each pending item referenced in Exhibit "A" of the June 5 default notice.

Despite CWS being in default and having been given several more months than was required under the Agreement to cure, the City proposed a second in-person meeting date of October 28, 2019 to resolve all outstanding defaults.

I. CWS October 7, 2019 Response Letter

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On October 7, 2019, CWS provided a response letter to the City's September 25, 2019 Default Notice. Once again, CWS denied that CWS was in breach of the Agreement. CWS's October 7, 2019 response letter to the City is attached to this staff report as Attachment "J."

CWS's response appears to argue that a third party contractor was intentionally dumping to dilute CWS's diversion rates so CWS would lose the contract with the City. CWS provided no substantial or credible evidence of these allegations. Moreover, despite the City not actually receiving any documentation or checks from CWS, CWS claimed that it had timely (and separately) submitted its second quarter Quarterly Report and Franchise Fee. CWS did not provide any evidence of this allegation.

With respect to AB 939, CWS then made argument that it was in compliance (although it had previously sent an email to the City saying the City was not in compliance) and that it was also in compliance with Section 5.1 because that section did not have its own diversion calculation separate from AB 939. CWS's letter did not provide credible evidence to substantiate its claims. Further, CWS did not (i) respond to the City's inaccurate reporting and discrepancies as set forth in the City's June 27, 2019 supplemental notice, (ii) provide any additional documentation to support its allegations that it had fully implemented AB 1826 and AB 341, or (iii) respond to the miscellaneous breaches. With respect to the outstanding performance bond, CWS refused to provide it, claiming it was "irrelevant."

Finally, CWS provided correspondence from an alleged vendor to establish that the new clean air vehicle fleet would be ready within 60 to 90 days.

J. The City's October 9 and October 28, 2019 Emails

The City sent an email to CWS on October 9, 2019, which requested that CWS provide documentation and information that was missing from CWS October 7, 2019 letter (and which CWS purported to include but did not). The City sought dates and times that CWS was available for a second in-person meeting. CWS did not respond to this email. The City then sent a final email to CWS providing it a final chance to resolve CWS's outstanding breaches of the Agreement on October 28, 2019. These emails are attached to the staff report as Attachment "K."

In these emails, the City did the following:

1. Because CWS failed to respond to the City's request for availability for an in-person meeting, the City set a date and time for that meeting.
2. Demanded that CWS provide all outstanding record requests, including incomplete Quarterly Reports.
3. Noted that CWS still had not provided evidence that its order for a new fleet of vehicles was being delivered. In fact, the City attempted to contact the businesses CWS claimed to be working with. From that investigation, it appeared

that the business either did not exist as a business or claimed that there was no order pending as CWS claimed. The City therefore demanded that CWS provide proof that this alleged fleet will be produced.

4. Demanded that CWS provide information and documentation responding to Exhibit "A" of its June 5, 2019 default letter, which provided all of the "miscellaneous" breaches.
5. Demanded that CWS respond to its Supplemental Notice from June 27, 2019, including compliance regarding AB 1826 and AB 341.

K. The Results of the Audit

The City's waste management consultant, MuniEnvironmental, attempted to conduct an audit of CWS, pursuant to Sections 8.1 and 8.2. During the course of the audit, CWS failed to have or otherwise provide the requested documentation, or provided documentation that was incomplete. The results of the audit evidence that CWS is not complying with the account and records provision of the Agreement, as set forth in Article 8. It is unclear what records CWS actually has regarding the Agreement. The audit report is attached to this staff report as Attachment "L."

L. The City's November 4, 2019 Default Notice

Most recently the City had to issue a Default Notice to CWS on November 4, 2019 for failing to timely pay the 2019 second quarter franchise fee, as well as CWS's failure to pay the Annual Program Payments. The default notice is attached to this staff report as Attachment "M."

Pursuant to Article 3, Section 3.2, CWS shall make an annual payment to the City on the anniversary date of the Agreement—that is, every July 1st—for each of the following: (1) an AB 939 Program Payment in the amount of \$20,000 and (2) a Performance Audit Program Payment in the amount of \$25,000. CWS has not paid either of these annual payments. As such, CWS is in material breach of the Agreement.⁸

M. On or about November 7, 2019, the City Received Notice that CWS's Insurance Has Termination

The City learned on or about November 7, 2019, that CWS's insurance is no longer active. This was confirmed by Millennium Corporate Solutions, which is the insurance broker for CWS. Insurance is mandatory under Article 11 of the Agreement and CWS cannot perform any work or services until it provides the City with new certificates of insurance that comply with the requirements of the Agreement. Failure to have

⁸ The City demanded cure within ten (10) days for the breach, which will put the final day of the cure period after the Termination Hearing.

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insurance, or to notify the City of cancellation or modification of the insurance policies at least thirty (30) days in advance, are each a material breach of the Agreement.

Losing insurance coverage prohibits CWS from performing its service obligations under the Agreement. Despite its contractual obligation to do so, CWS failed to notify the City that its insurance had been cancelled. The City had to confirm this default directly through the insurance broker, and the City has since learned that CWS's General Liability, Business Auto, and Excess Liability policies were each *cancelled* effective September 2, 2019, and that its Workers Compensation Insurance was non-renewed effective October 1, 2019. (See Attachment "N.") Accordingly, it appears that CWS was aware of these losses of coverage in its insurance policies for over two (2) months (in which it has communicated with the City several times), but failed to notify the City.

As a result, it appears that CWS has been performing under the Agreement without insurance for at least two months. This level of breach gives rise to the right to immediate termination permitted under Section 9.1(i) and (vii), which provide, respectively, that the City may immediately terminate the Agreement "[i]f Franchisee practices, or attempts to practice, any willful fraud or deceit upon the City. Both parties agree and understand that any failure to disclose information material to the performance of the Agreement shall constitute a breach" and "if Franchisee refuses to provide City with required information, reports, or test results in a timely manner as required by this Agreement."⁹ Given that CWS has known of the loss of insurance for over two months, and given CWS's failure to notify the City of its cancellation of its insurance policies (which must be done at least 30 days prior to termination), CWS—at a minimum—has either willfully defrauded, or at a minimum, engaged in deceit upon the City by failing to timely provide the City with required information, pursuant to the terms of this Agreement.

ANALYSIS

Based on the foregoing, CWS is in material breach of the Agreement for several reasons and, due to its failure to timely cure those breaches, is in default under the Agreement and is now subject to termination. City Staff has expended considerable resources in an effort to help CWS obtain compliance with the Agreement and cure its defaults, without success.

As discussed above, in order for the City Council to terminate the Agreement in this hearing,¹⁰ Section 9.6 requires findings of default must be based upon substantial evidence supporting the following two findings:

- (1) That a default in fact occurred and has continued to exist without timely cure; and,

⁹ Accordingly, the City need not provide a notice of default and opportunity to cure for this breach; instead, it may determine to immediately terminate on these grounds at the Termination Hearing.

¹⁰ As set forth above, the City has satisfied the procedural requirements necessary to hold this Termination Hearing.

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- (2) That such default has, or will, cause a material breach of the Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the City, or the financial terms established in this Agreement.

As a reminder, in accordance with Section 9.3, a “default” occurs where:

- (i) said breach or failure can be cured, but the Defaulting Party has failed to fully cure within thirty (30) days after the date of the Default Notice [], or
- (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement.)

To terminate the Agreement, the City Council needs to find that there is only one default of the Agreement. However, as shown above and discussed further below, there are several outstanding defaults that support the findings in accordance with Section 9.6. Those breaches are summarized as follows:

1. CWS has failed to cure the City’s lack of compliance with AB 939 requirements and remains in default.

This is a material breach pursuant to Sections 1.43, 5.5, 5.9, and 11.4. CWS was notified of this issue at the in-person meeting on June 3, 2019 and was provided formal Notice of Default on June 5, 2019. As such, CWS has had nearly five months to take corrective action to cure. CWS also admitted in its September 2019 email (see Attachment “H”) that the City is not in compliance with AB 939.

The City recently had a meeting with CalRecycle at which CalRecycle similarly expressed concerns over compliance with AB 939 and indicated the City will likely be subject to compliance regulations in the near future (and, ultimately, monetary penalties if uncured).

Accordingly, CWS’s failure to ensure compliance with AB 939 is a material breach under the Agreement (see Section 11.4), and has and will continue to have a substantial negative impact on the City and the environment. As a result, the City is out of compliance with State law. This alone is sufficient damage to the City. However, because the City has been out of compliance with AB 939 for over a year, the City may well be subject to additional regulatory compliance and oversight from CalRecycle, which will—at a minimum—created additional costs for the City for purposes of monitoring such compliance requirements. Further, CWS’s default has a substantially negative impact on the environment as the City is not contributing to ensuring that its solid waste is diverted and not simply added to landfill. Based upon CWS’s reporting and the City’s investigation, it appears as if the majority of the City’s solid waste is simply being placed in a landfill, which is detrimental to the health of the environment.

2. CWS has failed to cure the material breaches that CWS must fully implement mandatory programs in accordance with AB 341 and AB 1826.

These programs require CWS to recycle at least 50% of the collected waste. CWS has not fully implemented either of these programs and is also not meeting the diversion requirements. This is a material breach pursuant to Sections 1.43, 5.5, and 5.9. CWS has been aware of this issue since the in-person meeting on June 3, 2019 and was provided a formal Notice of Default on June 5, 2019. As such, CWS has had nearly five months to take corrective action to cure.

CWS's failure to implement AB 341 and AB 1826 is a material breach and has and will continue to have a substantial negative impact on the City and the environment. As a result, the City is not complying with State law. This alone is sufficient damage to the City. However, because CWS has not implemented these programs, which are intended to assist with achieving compliance under AB 939, the City is also not in compliance with AB 939. Further, CWS's default has a substantially negative impact on the environment as the City is not contributing to ensuring that its solid waste is diverted and not simply added to landfill.

3. CWS has failed to deliver a clean-air vehicle fleet and has not timely cured its default.

Section 6.1.1 requires that CWS must purchase and deliver the vehicles before August 1, 2019. Failure to comply with Section 6.1.1 is a material breach. CWS has been aware of this issue since the in-person meeting on June 3, 2019 and was provided formal Notice of Default on June 5, 2019 (as it had not provided evidence of the purchase of the vehicles). The vehicles were due on August 1, which is over three months ago. Further, the evidence that CWS provided the City to show it had actually purchased the vehicles was misleading and could not be substantiated.

CWS's failure to purchase and deliver a clean air fleet by August 1, 2019 is a material breach and has and will continue to have a substantial negative impact on the City and the environment. These clean air vehicles are required by State law and ensure that the waste hauler is not using outdated vehicles that produce unhealthy exhaust and greenhouse gases. CWS's existing fleet is outdated. CWS's failure to use clean air vehicles is contributing to the pollution and excessive emission of greenhouse gases.

4. CWS has failed to provide the City with requested information and documentation and has not timely cured its default.

These requests for information and documentation are set forth in Exhibit "A" of the City's June 5, 2019 Default Notice. It has been over five months and CWS has failed to address these matters. Without the necessary documentation and

information from CWS, the City is unable to accurately report to CalRecycle. The City is already out of compliance with AB 939, and CWS's failure to provide the City with the necessary documentation inhibits the City's ability to monitor CWS and determine where the problem with compliance is coming from. As set forth in Section 1.43 and Section 5.8, failure to cooperate with document requests is a material breach. The City has requested supplemental information and documentation multiple times, but CWS has failed to provide any response.

CWS's failure to cooperate with document requests is a material breach and will continue to have a negative substantial impact on the City. Without receiving the necessary information from CWS, the City cannot accurately report to the State its diversion and collection rates. This necessarily impacts the City's ability to comply with AB 939. Ultimately, CWS's failure to provide the City with the necessary information and documentation has contributed to the City's failure to comply with the requirements of AB 939.

5. CWS has failed to cure its inaccurate reporting.

Failing to accurately report is a material breach pursuant to Section 1.43. In the City's June 27, 2019 Supplemental Notice to CWS further confirmed the inaccurate reporting by CWS that was initially addressed in the June 5, 2019 Default Notice. The notices addressed CWS's continued failure to accurately report all solid waste collected, diverted, and disposed. CWS has had months to cure the inaccuracies in its reporting but has failed to do so, which the City has determined through its independent investigation of CWS's diversion.

CWS's failure to accurately report is a material breach and will continue to have a negative substantial impact on the City. CWS's inaccurate reporting prevents the City from accurately monitoring diversion rates under Section 5.1 and AB 939. Further, in order for the City, and ultimately the State, to determine whether the City has complied with AB 939, the City needs accurate reporting and documentation. This inaccurate reporting is a part of the fundamental root issue relating to the City's failure to meet the requirements of AB 939. Because the City and ultimately the State are uncertain what CWS's actual collection and diversion rates are, it is impossible for the City to create an action plan to address the issues.

6. CWS has failed to provide the City with a performance bond that satisfies Section 3.3 of the Agreement.

Section 11.3 requires that CWS have a bond that commenced as of the effective date of the Agreement and remains in effect during the entire term of the Agreement. Despite representations by CWS that the performance bond was in place as required by the Agreement (and would provide evidence of it within 24 hours of June 3, 2019), CWS has not provided the City with a performance bond that establishes compliance with the period of July 1, 2018 through June 12,

2019. CWS has had months of notice to cure this material breach, but has failed to do so.

CWS's failure to provide evidence of a performance bond that was in effect for the nearly first year of the Agreement is a material breach and will continue to have a negative substantial impact on the City.¹¹ The purpose of the performance bond is to guarantee CWS's faithful performance of waste hauling services, including payment of any penalty and the funding of any work to cure a breach of the Agreement. However, as noted herein, many of these breaches occurred during the first year of the Agreement, where there is no evidence of a performance bond.

7. CWS's insurance is no longer active, giving rise to a right to immediate termination.

On or about November 7, 2019, Millennium Corporate Solutions, which is the insurance broker for CWS, confirmed that CWS's insurance had terminated and no coverage was provided as required by the Agreement. Specifically, insurance is mandatory under Article 11 of the Agreement, and CWS cannot perform any work or services until it provides the City with new certificates of insurance that comply with the requirements of the Agreement. Failure to have insurance is a material breach of the Agreement.

The Agreement further requires that CWS must notify the City at least thirty (30) days' prior to termination of any insurance required by the Agreement. However, not only did CWS not provide such contractually required notice, but failed to notify the City even after its insurance has been cancelled. The City learned of this default by its independent investigation and confirmation with CWS's insurance broker. Moreover, it appears that the insurance has been cancelled as of early September, which means CWS has been performing under the Agreement without insurance for several months.

This level of breach gives rise to immediate termination permitted under Section 9.1(i), which provides that the City may immediately terminate the Agreement "[i]f Franchisee practices, or attempts to practice, any willful fraud or deceit upon the City. Both parties agree and understand that any failure to disclose information material to the performance of the Agreement shall constitute a breach," and under Section 9.1(vii), which provides the City may immediately terminate the Agreement "[i]f Franchisee refuses to provide City with required information, reports, or test results in a timely manner, as required by this Agreement." Certainly, failing to disclose that CWS lost its insurance coverage several months ago is a prime example of what these provisions are intending to prevent.

¹¹ Its failure to provide the document is also a material breach under Section 8.2 of the Agreement, which requires CWS to keep all records related to the Agreement for a period of five (5) years post-expiration or termination, and to provide those documents to the City upon request.

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The foregoing establish that CWS has at least seven outstanding defaults that have not been cured, one of which may result in immediate termination of the Agreement. The City has sought cure of the first six defaults for several months (well beyond its contractual obligations) and CWS has provided no plan for cure. Accordingly, staff believes that the findings required in Section 9.6 to terminate exist and the City Council may, if it so desires, terminate the Agreement by adopting the attached resolution.

ENVIRONMENTAL REVIEW

This termination of the Agreement is exempt from the California Environmental Quality Act (Public Resources Code, § 2100, et seq; "CEQA"). The adoption of the proposed resolution is not a "project" under CEQA and the State CEQA Guidelines (14 Cal. Code of Regulations, § 15000, et seq.) as it does not have the "potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines, §§ 15060 (c) (2)(3), 15378(a).) Moreover, even if the adoption of the resolution terminating the Agreement qualified as a project under CEQA, the resolution is exempt from CEQA as "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." (State CEQA Guidelines, § 15061 (b)(3).)

FISCAL IMPACT

If the City proceeds with termination of the Agreement, it will result in the City needing to obtain a new waste hauler. Amongst other things, this will require the City renegotiate terms of a new franchise agreement. The fiscal impact is thus uncertain because it will be dependent on the terms of any new franchise agreement. It is also possible that with the negotiation of a new franchise agreement with a new waste hauler, rates for residents may increase.

ALTERNATIVES

In lieu of staff's recommendations, the following alternatives, amongst others, are available to the City Council:

1. Continue the hearing and direct staff to bring back a resolution determining that CWS is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or
2. Continue the hearing and direct staff to bring back a resolution imposing conditions on a finding of default and a time for cure, such that CWS's fulfillment of said conditions will waive or cure any default.

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ATTACHMENT:

Attachment A: Resolution
Attachment B: Exclusive Solid Waste Services Franchise Agreement
Attachment C: The City's March 25, 2019 Default Notice
Attachment D: The City's June 5, 2019 Default Notice
Attachment E: CWS's June 16, 2019 Document Production
Attachment F: The City's June 27, 2019 Supplemental Notice
Attachment G: CWS's July 5, 2019 Response Letter
Attachment H: CWS's September 10, 2019 Email to City
Attachment I: The City's September 25, 2019 Notice of Default and Audit
Attachment J: CWS's October 7, 2019 Response Letter
Attachment K: The City's October 9 and October 28, 2019 Emails
Attachment L: Audit Report
Attachment M: The City's November 4, 2019 Default Notice
Attachment N: Termination Notice of CWS's Insurance Coverage
Attachment O: Termination Notice



CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT

Agenda Item No. A-1

City Manager _____

TO: Honorable Mayor and City Councilmembers

THRU: Ernie Hernandez, City Manager

FROM: Megan K. Garibaldi, Interim City Attorney

DATE: November 12, 2019

SUBJECT: PUBLIC HEARING FOR TERMINATION OF FRANCHISE AGREEMENT WITH COMMERCIAL WASTE SERVICES, INC., AND ADOPTION OF RESOLUTION CONSISTENT WITH THE FINDINGS THEREOF

RECOMMENDATION

Staff recommends that the City Council (i) conduct a public hearing for termination of the Exclusive Solid Waste Services Franchise Agreement ("*Agreement*"), dated as of July 1, 2018, by and between the City of Hawaiian Gardens and Commercial Waste Services, Inc. ("*CWS*"), and (ii) adopt the proposed resolution terminating the Agreement, which is attached to this staff report as Attachment "A."

BACKGROUND

After a Request for Proposals for solid waste services, the City awarded the franchise to CWS. The City then entered into the Agreement with CWS, which CWS began performing, effective as of July 1, 2018. A copy of the Agreement is attached to this staff report as Attachment "B." This Agreement has a term of seven (7) years, with an option to extend an additional three (3) years, for a potential of ten (10) total years.

In March of this year, the City began to address numerous breaches under the Agreement resulting from CWS's failure to perform specified contractual obligations. Despite being provided opportunities to cure, several material breaches identified by the City remain in default and with no plan for cure. Moreover, as of the writing of this staff report, the City continues to learn of new material breaches. As a result of CWS not having timely (or otherwise) cured the identified breaches, CWS is deemed in default under the Agreement. (Agreement, § 9.3.) Accordingly, the Agreement authorizes the City to provide a Notice of Termination to CWS and to set a hearing for the City Council

to consider termination of the Agreement. CWS has been provided such Notice of Termination setting the hearing for the November 12, 2019 City Council Meeting.¹ Each of the breaches resulting in default, the relevant background, and the facts establishing procedural compliance with the Agreement, for purposes of termination, are discussed in greater detail below.

EXECUTIVE SUMMARY AND OUTLINE OF STAFF REPORT

I. Introduction

In accordance with Sections 9.4 and 9.6 of the Agreement, a hearing has been noticed to consider CWS's defaults under the Agreement and for the City Council to evaluate and determine whether to terminate. The matter before the City Council at this hearing is relatively straightforward: *Is there substantial evidence that CWS is in default of the Agreement, thus establishing grounds for termination?*

As detailed in this staff report and attachments hereto, CWS has been deemed in default under the Agreement for numerous reasons, including for several material breaches. These breaches include both monetary as well as non-monetary defaults. The most significant defaults by CWS, as explained further below, are summarized as follows: (1) inaccurate reporting to the City regarding its waste collection and diversion, (2) continual misrepresentations and/or omissions to the City, including without limitation (a) the failure to purchase a brand new clean air fleet to service the City, and (b) the failure to obtain the requisite insurance, and (3) CWS's failure to ensure the City is in compliance with State laws, including AB 939, AB 1826, and AB 341. As part of this process, the City has had to expend significant resources to continuously monitor CWS's compliance with the Agreement.²

Over the past approximately eight months, the City has attempted to work with CWS to cure these breaches and defaults and has more than exceeded the Agreement's requirements in terms of providing notice and opportunities to cure. Specifically, the City provided CWS with numerous Notices of Default (ranging from March 25, 2019 through November 4, 2019), each of which have informed CWS of how to cure these defaults and perform its obligations under the Agreement. In addition to the Default Notices, the City also provided an in-person meeting with CWS and has been attempting to schedule an additional in-person meeting for the past month to no avail.

Comparatively, CWS's position throughout this process (as explained more below) has been that it has not breached any terms of the Agreement and is not in default. Given

¹ As explained further below, in addition to breaches requiring a hearing prior to termination, certain types of specified breaches of the Agreement authorize the City to *immediately* terminate *without* complying with the process of issuing Notices of Default, providing an opportunity to cure, and affording CWS the hearing process. (Agreement, § 9.1.)

² For example, despite that it is CWS's obligation to timely deliver its Quarterly Franchise Fees or other payments due under the Agreement, the City has needed to send multiple default notices and expend considerable effort to collect such fees once payments become delinquent, as shown in the attachments hereto.

that CWS's position remains at odds with the evidence the City has and/or has obtained relative to CWS's performance of the Agreement, staff believes the City has likely now exhausted the remedial tools available to it in the Agreement. Therefore, as demonstrated below, CWS has failed to cure its material breaches and accordingly in default of the Agreement. Based on this information, a termination hearing was set under the Agreement and it is staff's recommendation to proceed with termination.

As detailed below, this staff report will explain the following:

- First, it will set forth the process specified in the Agreement for terminating the franchise and Agreement with CWS, if so determined, by the City Council.
- Second, it will explain key contract terms necessary for determining whether a breach exists warranting termination.
- Third, it sets forth the relevant background related to both (a) solid waste services, generally, and (b) CWS's performance under the Agreement, specifically (including the breaches identified by the City, the Notices to Default and Opportunities to Cure, and responses thereto).
- Fourth, it will analyze the various ongoing defaults and recommend next steps based upon that analysis.

PROCEDURE FOR TERMINATING THE AGREEMENT

As briefly mentioned above, the Agreement sets forth two ways in which the City may terminate the Agreement. They are:

1. Pursuant to Section 9.1, the City may immediately terminate the Agreement for specific, identified events that the Agreement categorizes as so material to CWS's performance that the City need not provide notice or an opportunity to cure, and is not required to hold any meetings or hearings, prior to termination. Relevant here is Section 9.1(i), which provides, that the City may immediately terminate the Agreement "[i]f Franchisee practices, or attempts to practice, any willful fraud or deceit upon the City. Both parties agree and understand that any failure to disclose information material to the performance of the Agreement shall constitute a breach."
2. Pursuant to Sections 9.3 through 9.6, which requires the City to satisfy several procedural requirements before terminating the Agreement, including Notice of Defaults and opportunities to cure, before the City issues a notice of intent to terminate the Agreement ("*Termination Notice*"). The City complied with this procedure by issuing a Termination Notice to CWS on November 8, 2019, and setting the hearing for termination for November 12, 2019.. The City's Termination Notice is attached to this report as Attachment "O." The Termination

Notice included the staff report and exhibits, which informs CWS of the evidence against it.

After issuing a Termination Notice, if required, the City must schedule a termination hearing at a regularly-scheduled meeting ("*Termination Hearing*") within thirty (30) days of the date of Termination Notice. This City Council meeting satisfies this second procedural requirement.

The purpose of the Termination Hearing is to provide CWS the opportunity to present evidence to demonstrate that it is not in default, and to rebut any evidence presented in favor of termination.³ After consideration of all the evidence at the Termination Hearing, the City Council may, based upon substantial evidence, adopt a resolution that does any of the following:

- (1) Terminates the Agreement;
- (2) Determines CWS is innocent of default and dismiss the Termination Notice; or
- (3) Not immediately terminate the Agreement, but instead impose conditions on a finding of default and a time for cure.

Pursuant to Section 9.6, findings of default or a conditional default must be based upon substantial evidence supporting the following two findings:

- (1) That a default in fact occurred and has continued to exist without timely cure; and
- (2) That such default has, or will, cause a material breach of the Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the City, or the financial terms established in this Agreement.

Staff believes there is substantial evidence to support that multiple defaults have occurred and continue to exist, and that the defaults have caused material breaches of the Agreement, as well as had a substantial negative impact on and to the City. As such, staff has prepared a resolution to terminate the Agreement.

DISCUSSION

I. What is a Material Breach and Default?

Before the Council can determine whether CWS is in default of the Agreement, it must first understand what constitutes a default. Plainly, a default occurs where a party fails to cure a material breach. Accordingly, pursuant to Section 1.43:

³ As a quasi-adjudicatory hearing, however, CWS is not entitled to cross-examination of witnesses, formal rules of evidence, or similar rights afforded to litigants in a civil or criminal trial.

A breach is considered "material" under this agreement pursuant to Article 9 of this Agreement, if the following situations occur (this list is not all-inclusive, but shall include): failure to submit payments on-time and/or in the proper amount, failure to act in good faith, failure to provide adequate services to the City's businesses and/or residents, failure to meet the required diversion amounts, failure to report accurately, failure to cooperate with request for documents, or failure to cooperate with audit procedures. Any fees and/or penalties including but not limited to liquidated damages, shall become due upon notification of Material Breach and after engaging in the procedures set forth in Article 9 of this Agreement. City may charge 1.5% interest per month for each month Franchisee fails to remit payment.

In accordance with Section 9.3,⁴ a "default" occurs where:

- (i) said breach or failure can be cured, but the Defaulting Party has failed to fully cure within thirty (30) days after the date of the Default Notice [], or
- (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement.)

(Emph. added.) Therefore, simply stated, if the breaching party fails to timely and fully cure the material breach after receiving a Notice of Default, the breaching party is deemed in default of the Agreement. If the breaching party is deemed in default following this process, the Agreement may be terminated, in accordance with the provisions of the Agreement.

II. Relevant Background on State Laws Relating to Solid Waste Services

Solid waste in the City is collected through the use of front and side loader vehicles. There are various kinds of waste that are collected for disposal, such as construction and debris, trash, recyclables, and greenwaste. Additionally, these kinds of waste are collected from various sectors, such as residential commercial, and multi-family. This waste is collected with the goal to prevent as much waste as possible from ending up in landfill. To that end, the State imposes specific and technical regulatory requirements in all cities with respect to processing solid waste within its jurisdictional boundaries. Although these regulations are both multifaceted and intricate, the following is a high level summary of the City's solid waste obligations imposed by the State.

The City is responsible for ensuring that it meets certain State-imposed standards relating to the collection and diversion of this solid waste. Most relevant to this hearing are the following three State laws: AB 939, AB 341, and AB 1826.

⁴ Except that with respect to Section 9.1, as noted above, a default may exist without following the notice and cure procedures.

AB 939, also known as the Integrated Waste Management Act of 1989, compels all California municipalities to divert 50% of the waste from landfills, whether through reduction, recycling or other approved means. Under Article 5 of the Agreement, the City imputes this diversion requirement onto CWS. As such, CWS is responsible under the Agreement for ensuring that the City complies with the diversion requirements and implements all programs necessary under the law. Notably, under Section 11.4, CWS unconditionally guaranteed compliance with the requirements of AB 939, so that the City will meet or exceed the State's diversion requirements. As a way to ensure compliance with AB 939's diverting requirements, under Section 5.1, CWS is required to meet or exceed the standards of AB 939 by diverting 50% of the solid waste collected within the City.

AB 341 requires mandatory multi-family and commercial recycling programs; the purpose of this law is to support an effort to reduce greenhouse gas emissions. Section 4.5.3 of the Agreement requires CWS to process all multi-family waste at materials recovery facility (sometimes referred to as "MRFs") and must divert a minimum of 50% of the collected waste.

AB 1826 requires businesses to recycle their organic waste, depending on the amount of waste they generate per week. AB 1826 also requires that cities implement an organic waste recycling program to divert organic green waste generated by multi-family buildings. Section 4.13.4 of the Agreement requires CWS to provide organics recycling to all commercial customers.

Under Section 5.5 of the Agreement, a failure to maintain diversion programs, including those required by AB 341 and AB 1826, above, is a material breach of the Agreement. Additionally, pursuant to Section 5.9, should CWS fail to divert the required amount of the City's solid waste, it is considered a material breach of the Agreement.

III. CWS's History of Breaches; City's Notices and Opportunities to Cure

The history of CWS's breaches and the City's attempts to obtain compliance are extensive and occasionally complex. There was an extraordinary effort by the City to obtain compliance with the Agreement. In order to provide the Council an effective and efficient staff report, attached to this report will be all of the City's default notices as well as CWS's responses, if one was provided to the City. This will allow the Council to review all of the City's and CWS's positions, including the detailed nuances, without having to read an (even more) cumbersome staff report.

A. The City's March 25, 2019 Default Notice

The City issued its first Notice of Default to CWS on March 25, 2019. This notice is included as Attachment "C." This notice informed CWS of its two material breaches resulting from CWS's failure to pay the 2018 fourth quarter Franchise Fee and its failure to pay the one-time administrative fee of \$100,000.00 ("*Administrative Fee*"), respectively, required by the following provisions of the Agreement:

1. Section 3.1 obligates CWS to pay a quarterly franchise fee ("*Franchise Fee*") to the City equal to 10% of the Gross Receipts collected during the preceding quarter; failure to timely and accurately pay this Franchise Fee is considered a material breach of the Agreement; and
2. Section 3.3 required CWS, in exchange for the City granting the exclusive franchise to CWS, to pay the City the one-time Administrative Fee within thirty (30) days of the Agreement's execution date; failure to submit payment for the Administrative Fee is a material breach (see Section 3.3.(ii).)

The City also sought late penalties for both the Franchise and Administrative Fees.⁵

B. In-Person Meeting on June 3, 2019

Although the City was not required to do so, in anticipation of issuing a second default notice, the City requested to meet with CWS in-person to attempt to resolve any issues. This meeting took place on June 3, 2019 with the City and CWS. The City provided CWS with informal notice of eleven material breaches (as well as a host of other breaches) it intended to demand cured. Particularly, the City stressed that CWS's lack of compliance with the Agreement was not acceptable and further warned CWS that its inaccurate reporting would not be tolerated. CWS's general disposition during this meeting was that it had not breached the Agreement. Among other key issues, CWS ensured the City that it then had in effect a compliant performance bond (that had been in effect since the Agreement commenced) and that it would deliver a copy of that bond with 24 hours.

C. The City's June 5, 2019 Default Notice

The City issued its second Notice of Default on June 5, 2019, which is attached to this staff report as Attachment "D." This second default notice was essentially broken down into three main components: (1) material monetary breaches; (2) material non-monetary breaches; and (3) miscellaneous breaches. They are each briefly summarized below.

i. Material Monetary Breaches

The notice informed CWS that it had failed to: (1) pay the late payment penalties for the one-time administrative fee of \$100,000, as set forth in the first default notice on March 25, 2019; (2) still provide the City with proof of the surety Performance Bond, as required under Section 3.3 of the Agreement (and as promised to be delivered within 24 hours during the June 3rd meeting), which required CWS to submit a \$1 million Performance Bond as a condition precedent to the effectiveness of the Agreement (the purpose of this bond is to guarantee CWS's faithful performance of the waste hauling services under the Agreement); and (3) provide the City with proof of existing insurance coverages, as required under Article 11 of the Agreement, as CWS is required to

⁵ After some time, both the 2018 Fourth Quarter Franchise Fees, the Administrative Fees, and late penalties were all paid by CWS.

procure and maintain, during the entire term of the Agreement, specified policies of insurance (CWS has failed to provide proof of insurance that showed CWS had active insurance following the May 3, 2019 expiration date of its prior policy).

Notably, as set forth in Section 1.43, failure to perform monetary obligations is a material breach of the Agreement. As such, each of these breaches was material. The City ultimately demanded cure of these material monetary breaches within ten (10) days, in accordance with Section 9.3.

ii. Material Non-Monetary Breaches

With respect to the non-monetary breaches, several material breaches were identified. First, and the biggest issue, was a material breach resulting from CWS having failed to ensure the City met the diversion rates required by AB 939. The notice explained that the City participated in the 2018 Annual AB 939 Reporting Conference call with CalRecycle in order to review the City's progress on implementation of required AB 939 programs. CalRecycle reported that the reports submitted by CWS, and the diversion rates thereof, indicated that certain mandatory recycling programs were not successfully implemented or maintained. Due to the disposal tonnage discrepancies and the unsuccessful implementation of mandatory recycling programs, CalRecycle suggested that the City submit an informal action plan to address the deficiencies prior to the City being placed on a formal non-compliance notice. Sections 5.5 and 5.9 of the Agreement provide that failure to divert the required amount of solid waste and failure to maintain the diversion programs is a material breach of the Agreement, and accordingly CWS in material breach.

Second, the notice then identified that CWS was inaccurately reporting its collection and diversion rates, which is a material breach of the Agreement. The City provided the following chart to show the differences between what CWS was reporting and what the Disposal Report System ("DRS") maintained by the State of California reported:

Hauler Reported Calculation

Period 2018	Hauler/Program	Collected	Disposed (Hauler)	Hauler Reported Diversion Rate
QTR 3	CWS	3,366.81	1,859.25	44.78%
QTR 3	CWS/CDBG	252.39	83.15	67.05%
QTR 4	CWS	3,001.64	1,948.89	35.07%
QTR 4	CWS/CDBG	175.61	36.06	79.47%
		6,796.45	3,927.35	42.21%

Disposal Reporting System Calculation

Period 2018	Hauler/Program	Collected	Disposed (DRS)	DRS Reported Diversion Rate
QTR 3	CWS	3,366.81	2,393.74	33.86%
QTR 3	CWS/CDBG	252.39		
QTR 4	CWS	3,001.64	3,170.63	0.21%
QTR 4	CWS/CDBG	175.61		
		6,796.45	5,564.37	18.13%

Third, the notice then discussed that pursuant to Sections 4.13.3, 4.13.4, and 4.13.5, CWS was required to implement mandatory commercial recycling (AB 341) and mandatory organics recycling (AB 1826). These programs required CWS to recycle at least 50% of the collected waste. The City noted, based upon reports submitted by CWS and those of the State's DRS, that commercial recycling CWS achieved only 38.78% diversion in the 2018 third quarter and 28.97% diversion in the 2018 fourth quarter. Again, Sections 5.5 and 5.9 provide that failure to divert the required amount of solid waste and failure to maintain the diversion programs is a material breach of the Agreement.

Fourth, the notice then identified that CWS failed to provide the City with requested supplemental information and documentation regarding CWS's third quarter "Quarterly Report." The City noted that it had requested supplemental information and documentation multiple times but that CWS failed to provide such materials. Without the necessary documentation and information from CWS, the City is unable to accurately report to CalRecycle which puts the City at risk to receive compliance notices and penalties from the State. As set forth in Section 1.43 and Section 5.8, failure to cooperate with document requests is a material breach.

Fifth, the notice then discussed that CWS failed to provide proof of a purchase order for the acquisition of a clean-air vehicle fleet. Section 6.1.1 requires that during the first year of the Agreement, CWS must provide evidence of a purchase order for a fleet of new clean-air vehicles. The delivery of the vehicles must be before August 1, 2019. Failure to comply with Section 6.1.1 is a material breach.

Lastly, the notice discussed that CWS failed to implement on-site and/or Multi-Family Processing. Section 6.3.2 of CWS's bid proposal, which is incorporated into the Agreement pursuant to Section 1.19, promised to deliver multi-family containers to various processing facilities. CWS promised that it will achieve at least 50% diversion

for all collected multi-family water materials. Pursuant to the 2018 third and fourth Quarterly Reports, CWS was not in compliance with this Section, which was a material breach of the Agreement. The City provided this chart to demonstrate CWS's breach:

Multi-Family Diversion Rate

2018	Collected	Disposed	Diversion Rate
3rd Qtr.	133.83	91.78	31.42%
4th Qtr.	125.31	115.75	7.63%
Total	259.14	207.53	19.92%

The City demanded cure of these non-monetary breaches within thirty (30) days, in accordance with Section 9.3.

iii. Miscellaneous Breaches

The City also provided CWS with a three-page list of miscellaneous breaches that, while individually may not have risen to the level of materiality, collectively constituted a material breach of the Agreement. These breaches included matters such as CWS failing to provide the City with necessary information needed to report to CalRecycle, failure to implement specific programs identified in the Agreement and CWS proposal, or was past due on various obligations.

D. CWS's Document Production on June 16, 2019

In response to the City's two prior default notices, CWS produced various documents in an attempt to resolve the monetary breaches. CWS's production is attached to this staff report as Attachment "E." Through this production, CWS cured certain defaults, as follows: (i) it provided satisfactory proof of insurance coverage; (ii) CWS provided retail sales order showing that CWS had placed an order for the new clean air fleet, but did not provide proof of a delivery date before August 1, 2019; and (iii) provided a performance bond for the period of June 13, 2019 through June 12, 2020; however, CWS did not provide a performance bond covering the first year of the Agreement—that is July 1, 2018 through June 12, 2019 (although it had represented it existed). CWS also paid its late penalties for the Administration Fee.

E. The City's June 27, 2019 Supplemental Default Notice

On June 27, the City issued a Supplemental Notice of Default to CWS, which supplemented the June 5, 2019 Default Notice with information the City had learned regarding CWS's inaccurate reporting and diversion requirements. This notice is attached to this staff report as Attachment "F."

First, the Supplemental Notice stated that CWS had failed to provide the City with its Performance Bond that satisfied Section 3.3 of the Agreement. CWS did not provide the

City with a Performance Bond that covered the period of July 1, 2018 through June 12, 2019. As such, CWS was still in material breach of Section 3.3.

Second, the notice informed CWS that, with respect to CWS's inaccurate reporting, the City had been made aware that CWS was not accurately reporting correct diversion rates and was not disposing of waste at the correct facilities. Despite CWS's reporting, which indicated that the City was in compliance with AB 939, the State (CalRecycle) had informed the City that it was not in compliance. The City also received documentation from the Los Angeles County Sanitation District ("LACSD") and the CalRecycle DRS that the 2018 third and fourth quarter tonnage reports submitted by CWS had tonnage information that could not be reconciled with disposal records provided by LACSD and DRS. The notice provided CWS with specific examples of the inaccurate reporting, as follows:

1. Regarding CWS's disposal of refuse for the third and fourth quarters of 2018, CWS reported that it delivered a total of **1,765.42 tons** of solid waste to a LACSD materials recovery facility for processing for the recovery of recyclables; however, the LACSD reported that during the same period, only **135.18 tons** of refuse were delivered to a LACSD materials recovery facility and **0.00 tons** were processed—that is, all waste was sent to landfill. This means that there was over 1,630 tons of waste that went unaccounted for and likely sent to landfill.
2. Regarding commingled recyclables, CWS reported that **496.98 tons** of mixed recyclables were processed at a DART facility; however, LACSD reported that CWS delivered only **244.20 tons** of mixed recyclables. Additionally, CWS reported that it delivered **764.12 tons** of recyclables to their proprietary "Ace Diversion" facility; however, this facility is only permitted to accept construction demolition debris, greenwaste, inert, metals, and wood waste—not mixed recyclables.
3. Regarding greenwaste, CWS reported that it delivered **0.0 tons** of greenwaste to LACSD for 2018, while LACSD reported a total of **168.38 tons** of greenwaste delivered.

The notice warned CWS that their reporting was vastly inaccurate in terms of tonnages collected, tonnages diverted, and facility usage. The City reminded CWS that such inaccurate reporting was a material breach of the Agreement, pursuant to Section 1.43.

F. CWS's July 5, 2019 Response Letter

On July 5, 2019, CWS provided the City with a response letter to the June 5, 2019 Default Notice. CWS's response letter is attached to this staff report as Attachment "G."

CWS began its response by denying that it had committed any material breaches and demanded confirmation by the City. CWS claimed that it met the diversion rates required by AB 939 and the Agreement; rather, CWS alleged that some third party was falsely reporting that waste generated in other jurisdiction was generated in the City.

CWS claimed that false reporting of the source of waste would thereby undermine CWS's diversion rates. CWS provided no evidence of this allegation.

CWS failed to provide the requested documentation and information to the City, which the City had requested in order to accurately report rates to CalRecycle. CWS claimed it had either already provided the information to the City or CWS could not obtain the documents requested. CWS then claimed that AB 1826 and AB 341 had been properly implemented, although CWS provided no substantive or credible evidence to support this claim. Finally, CWS failed to provide any evidence of the performance bond prior to June 12, 2019. CWS did not address any of the miscellaneous breaches.⁶

G. CWS's September 10, 2019 Email to City

Despite claiming that CWS was meeting the diversion requirements, on September 10, 2019, CWS sent an email to the City requesting a meeting because the City was not meeting the requirements of AB 939. CWS appeared to blame this failure to meet diversion requirements on the City's waste consultant (although, the Agreement passes this obligation through to CWS, not the City), CWS's email to the City is attached to this staff report as Attachment "H."

H. The City's September 25, 2019 Default Notice

The City issued a comprehensive Subsequent Notice of Default of CWS's failure to cure all previously identified material breaches, identified new material breaches that needed to be cured, and issued a determination that CWS is in default of the Franchise Agreement. The City also provided a notice of audit. This Subsequent Notice is attached to this staff report as Attachment "I."

This notice addressed three primary issues: (1) new material breaches by CWS; (2) commencement of the audit process; and (3) responding to the outstanding material breaches that were not cured. The City declared that because CWS failed to cure all of the material breaches identified in the City's previous default notices, CWS was in default of the Agreement, pursuant to Section 9.3.

(i) New Material Breaches

The notice identified that CWS failed to pay the 2019 second quarter Franchise Fee, which was due August 15, 2019. CWS also had failed to timely submit its second quarter Quarterly Report, which was due the same date as the fee payment. As set forth in Sections 1.43 and 3.1, failure to timely and accurately pay this Franchise Fee is considered a material breach of the Agreement, as is the failure to submit Quarterly Reports.

⁶ At this time, the City then awaited CWS's 2019 second quarter Quarterly Report and Franchise Fees to further monitor implementation and compliance under the Agreement.

(ii) Commencement of Audit

Due to CWS's continued breaches, failure to provide the City with the necessary diversion reporting documents, and failure to cure previous breaches, the City exercised its right to audit CWS. Pursuant to Section 8.1, the City sought to review CWS's financial statements. Pursuant to Section 8.2, the City sought review of CWS's records of customer complaints, tonnage collection, disposal, diversion compliance records, maps, billing records, gross income, franchise fee payments, curbside recycling payments, customer lists with service type and frequency, and customer payment histories.

(iii) Outstanding Material Breaches

The notice further discussed CWS's material breaches that remained outstanding from the City's Notice of Default letters from June 2019. First, it noted that CWS still had not provided the City with a performance bond that satisfied Section 3.3 of the Agreement, which CWS had represented to the City had been in place and would be provided to the City within 24 hours of the meeting.

Second, the notice discussed that CWS continued to miss the diversion rates required by AB 939, and which CWS had admitted in its September 10th email was not being met, despite arguing it was not in breach of the Agreement. The City provided CWS with the following chart to demonstrate diversion rates during 2018:

2018 - CalRecycle Per Capita Diversion Rate

Period	Disposal Tonnage (DRS)	*Generation **(PPD) SB 1016	Diversion Rate
2018 1 st Qtr. (Republic)	2,625.42	4,848.28	45.85%
2018 2 nd Qtr. (Republic)	<u>2,671.79</u>	<u>4,957.23</u>	46.10%
2018 Q1 & Q2 (Republic)	5,297.21	9,805.51	45.98%
2018 3 rd Qtr. (CWS)	2,393.74	5,011.71	52.24%
2018 4 th Qtr. (CWS)	<u>3,170.63</u>	<u>5,011.71</u>	36.74%
2018 Q3 & Q4 (CWS)	<u>5,564.37</u>	<u>10,023.42</u>	44.49%
2018 Total	10,861.58	19,828.93	45.22%

* CalRecycle Reported Resident Population for 2018 = 14,723

** Pounds Per Person Per Day Generation = 7.4 lbs.

This table established that the City is not meeting its diversion requirements under AB 939. Notwithstanding the foregoing, CWS nevertheless contends that it is complying with this legal requirement. Because the City had yet to meet its diversion requirements under AB 939, CWS was in default.

Third, the notice then addressed that CWS was still not meeting the diversion requirements of Section 5.1. The relevant provision of Section 5.1 reads, “[t]he City requires the franchisee to meet or exceed this State mandate [AB 939] by diverting fifty percent (50%) **of the solid waste collected** under this franchise agreement.” (Emphasis added.) That is, CWS is required to divert 50% of all waste it collects within the City. The City reminded CWS that this diversion requirement is separate and additional to that of ensuring the City meets its diversion requirements under AB 939. The City pointed out that CWS had failed to meet this diversion requirement for every quarter it was responsible for the City’s waste. As such, CWS was in default of Section 5.1.

Fourth, the notice then addressed that CWS continued to fail to accurately report all solid waste collected, diverted, and disposed, which prevented the City from accurately monitoring diversion rates under Section 5.1 and AB 939, and failed to provide requested documentation and information to the City supporting its diversion rates. Further, in order for the City, and ultimately the State, to determine whether the City complied with AB 939, the City needed accurate reporting and documentation.⁷ Both failing to accurately report and failing to provide the City with requested documentation is are each material breaches under the Agreement.

Fifth, the notice addressed CWS’s amended Quarterly Reports for 2018 quarter 3 and 2019 quarter 1, which included significantly different numbers from the original report. Inaccurate reporting may be taken as evidence of efforts to mislead the City about its diversion and collection rate. The City provided CWS with the following chart showing the wildly different reporting between the original Quarterly Reports and the amended Quarterly Reports:

CWS Quarterly Tonnage Submittals

Reporting Period	Document	Tons Reported Collected	Tons Reported Diverted	Tons Reported Disposed	Tons Reported Disposed *(LACSD)	**Diversion Rates
2018 – Q3	Original	3,366.81	1,600.62	1,766.19	2,213.97	34.35%
2018 – Q3	Amended	4,225.27	2,011.30	2,213.97		47.61%
2018 – Q4	Original	3,001.64	1,049.75	1,951.89	2,738.92	8.76%
2019 – Q1	Original	1,493.06	601.00	892.06	1,856.81	0.00%
2019 – Q1	Amended	4,783.98	2,192.58	2,591.58		41.10%

⁷ Around this time, the City met with representatives of CalRecycle, who expressed concern that the City was, amongst other things, not meeting its AB 939 requirements and, within the coming months, thus should expect further compliance action from the State.

* LACSD = Los Angeles County Sanitation Districts

** Diversion Rate Utilizing LACSD Tons Disposed, Divided by Tons Collected

The notice suggested that part of the issue with CWS's breaches stemmed from CWS not having an agreement in place with LACSD to specifically sort the City's waste and report the City's specific diversion. CWS has claimed that such an agreement is not possible; however, the City contacted LACSD and confirmed this possibility that there are such city specific agreements for curb-side commingled recyclables, Multi-Family, and Commercial solid waste processing. This City-specific diversion is required as a part of the Agreement in accordance with Section 5.8.1, and failure to meet it is a material breach.

Sixth, the notice discussed that CWS continued to fail to provide evidence that it is in compliance with AB 1826 and AB 341. CWS had claimed in its prior response letter that the organic waste program and commercial recycling programs were fully implemented. However, the City could not verify these claims because CWS only provided a simple list of businesses as proof of compliance with AB 1826 and AB 341. Sections 4.13.3-4.13.5 and Section 5.8.1 requires that CWS provide AB 1826 and AB 341 program implementation reports and records. Because CWS failed to produce any evidence of compliance with AB 1826 and AB 341, it had not cured the material breach and remained in default.

Seventh, the City addressed CWS's failure to deliver its new fleet of clean-air vehicles. Section 6.1 of the Agreement requires that by August 1, 2019, CWS must have delivered and commenced operations with a fleet of clean-air collection vehicles. Failure to perform completely under Section 6.1 is a material breach.

Eighth, the notice addressed CWS's failure to cure its breach for not achieving a minimum of 50% diversion of the collected multi-family waste. Pursuant to Section 4.5.3, CWS must process all multi-family complexes consisting of five units or more at a fully permitted materials recovery facility and shall divert a minimum of 50% of the collected waste. CWS reported that it was processing this waste at the Puente Hills facility; however, CWS failed to provide any documentation that verified any measurable diversion. The City requested evidence demonstrating compliance.

Lastly, the notice addressed the fact that CWS had failed to cure any of the "miscellaneous breaches" identified in Exhibit "A" of the June 5, 2019 default notice, despite the fact that three months had passed. The City demanded documentation addressing each pending item referenced in Exhibit "A" of the June 5 default notice.

Despite CWS being in default and having been given several more months than was required under the Agreement to cure, the City proposed a second in-person meeting date of October 28, 2019 to resolve all outstanding defaults.

I. CWS October 7, 2019 Response Letter

On October 7, 2019, CWS provided a response letter to the City's September 25, 2019 Default Notice. Once again, CWS denied that CWS was in breach of the Agreement. CWS's October 7, 2019 response letter to the City is attached to this staff report as Attachment "J."

CWS's response appears to argue that a third party contractor was intentionally dumping to dilute CWS's diversion rates so CWS would lose the contract with the City. CWS provided no substantial or credible evidence of these allegations. Moreover, despite the City not actually receiving any documentation or checks from CWS, CWS claimed that it had timely (and separately) submitted its second quarter Quarterly Report and Franchise Fee. CWS did not provide any evidence of this allegation.

With respect to AB 939, CWS then made argument that it was in compliance (although it had previously sent an email to the City saying the City was not in compliance) and that it was also in compliance with Section 5.1 because that section did not have its own diversion calculation separate from AB 939. CWS's letter did not provide credible evidence to substantiate its claims. Further, CWS did not (i) respond to the City's inaccurate reporting and discrepancies as set forth in the City's June 27, 2019 supplemental notice, (ii) provide any additional documentation to support its allegations that it had fully implemented AB 1826 and AB 341, or (iii) respond to the miscellaneous breaches. With respect to the outstanding performance bond, CWS refused to provide it, claiming it was "irrelevant."

Finally, CWS provided correspondence from an alleged vendor to establish that the new clean air vehicle fleet would be ready within 60 to 90 days.

J. The City's October 9 and October 28, 2019 Emails

The City sent an email to CWS on October 9, 2019, which requested that CWS provide documentation and information that was missing from CWS October 7, 2019 letter (and which CWS purported to include but did not). The City sought dates and times that CWS was available for a second in-person meeting. CWS did not respond to this email. The City then sent a final email to CWS providing it a final chance to resolve CWS's outstanding breaches of the Agreement on October 28, 2019. These emails are attached to the staff report as Attachment "K."

In these emails, the City did the following:

1. Because CWS failed to respond to the City's request for availability for an in-person meeting, the City set a date and time for that meeting.
2. Demanded that CWS provide all outstanding record requests, including incomplete Quarterly Reports.
3. Noted that CWS still had not provided evidence that its order for a new fleet of vehicles was being delivered. In fact, the City attempted to contact the businesses CWS claimed to be working with. From that investigation, it appeared

that the business either did not exist as a business or claimed that there was no order pending as CWS claimed. The City therefore demanded that CWS provide proof that this alleged fleet will be produced.

4. Demanded that CWS provide information and documentation responding to Exhibit "A" of its June 5, 2019 default letter, which provided all of the "miscellaneous" breaches.
5. Demanded that CWS respond to its Supplemental Notice from June 27, 2019, including compliance regarding AB 1826 and AB 341.

K. The Results of the Audit

The City's waste management consultant, MuniEnvironmental, attempted to conduct an audit of CWS, pursuant to Sections 8.1 and 8.2. During the course of the audit, CWS failed to have or otherwise provide the requested documentation, or provided documentation that was incomplete. The results of the audit evidence that CWS is not complying with the account and records provision of the Agreement, as set forth in Article 8. It is unclear what records CWS actually has regarding the Agreement. The audit report is attached to this staff report as Attachment "L."

L. The City's November 4, 2019 Default Notice

Most recently the City had to issue a Default Notice to CWS on November 4, 2019 for failing to timely pay the 2019 second quarter franchise fee, as well as CWS's failure to pay the Annual Program Payments. The default notice is attached to this staff report as Attachment "M."

Pursuant to Article 3, Section 3.2, CWS shall make an annual payment to the City on the anniversary date of the Agreement—that is, every July 1st—for each of the following: (1) an AB 939 Program Payment in the amount of \$20,000 and (2) a Performance Audit Program Payment in the amount of \$25,000. CWS has not paid either of these annual payments. As such, CWS is in material breach of the Agreement.⁸

M. On or about November 7, 2019, the City Received Notice that CWS's Insurance Has Termination

The City learned on or about November 7, 2019, that CWS's insurance is no longer active. This was confirmed by Millennium Corporate Solutions, which is the insurance broker for CWS. Insurance is mandatory under Article 11 of the Agreement and CWS cannot perform any work or services until it provides the City with new certificates of insurance that comply with the requirements of the Agreement. Failure to have

⁸ The City demanded cure within ten (10) days for the breach, which will put the final day of the cure period after the Termination Hearing.

insurance, or to notify the City of cancellation or modification of the insurance policies at least thirty (30) days in advance, are each a material breach of the Agreement.

Losing insurance coverage prohibits CWS from performing its service obligations under the Agreement. Despite its contractual obligation to do so, CWS failed to notify the City that its insurance had been cancelled. The City had to confirm this default directly through the insurance broker, and the City has since learned that CWS's General Liability, Business Auto, and Excess Liability policies were each *cancelled* effective September 2, 2019, and that its Workers Compensation Insurance was non-renewed effective October 1, 2019. (See Attachment "N.") Accordingly, it appears that CWS was aware of these losses of coverage in its insurance policies for over two (2) months (in which it has communicated with the City several times), but failed to notify the City.

As a result, it appears that CWS has been performing under the Agreement without insurance for at least two months. This level of breach gives rise to the right to immediate termination permitted under Section 9.1(i) and (vii), which provide, respectively, that the City may immediately terminate the Agreement "[i]f Franchisee practices, or attempts to practice, any willful fraud or deceit upon the City. Both parties agree and understand that any failure to disclose information material to the performance of the Agreement shall constitute a breach" and "If Franchisee refuses to provide City with required information, reports, or test results in a timely manner as required by this Agreement."⁹ Given that CWS has known of the loss of insurance for over two months, and given CWS's failure to notify the City of its cancellation of its insurance policies (which must be done at least 30 days prior to termination), CWS—at a minimum—has either willfully defrauded, or at a minimum, engaged in deceit upon the City by failing to timely provide the City with required information, pursuant to the terms of this Agreement.

ANALYSIS

Based on the foregoing, CWS is in material breach of the Agreement for several reasons and, due to its failure to timely cure those breaches, is in default under the Agreement and is now subject to termination. City Staff has expended considerable resources in an effort to help CWS obtain compliance with the Agreement and cure its defaults, without success.

As discussed above, in order for the City Council to terminate the Agreement in this hearing,¹⁰ Section 9.6 requires findings of default must be based upon substantial evidence supporting the following two findings:

- (1) That a default in fact occurred and has continued to exist without timely cure; and,

⁹ Accordingly, the City need not provide a notice of default and opportunity to cure for this breach; instead, it may determine to immediately terminate on these grounds at the Termination Hearing.

¹⁰ As set forth above, the City has satisfied the procedural requirements necessary to hold this Termination Hearing.

- (2) That such default has, or will, cause a material breach of the Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the City, or the financial terms established in this Agreement.

As a reminder, in accordance with Section 9.3, a “default” occurs where:

- (i) said breach or failure can be cured, but the Defaulting Party has failed to fully cure within thirty (30) days after the date of the Default Notice [], or
- (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement.)

To terminate the Agreement, the City Council needs to find that there is only one default of the Agreement. However, as shown above and discussed further below, there are several outstanding defaults that support the findings in accordance with Section 9.6. Those breaches are summarized as follows:

- 1. CWS has failed to cure the City’s lack of compliance with AB 939 requirements and remains in default.**

This is a material breach pursuant to Sections 1.43, 5.5, 5.9, and 11.4. CWS was notified of this issue at the in-person meeting on June 3, 2019 and was provided formal Notice of Default on June 5, 2019. As such, CWS has had nearly five months to take corrective action to cure. CWS also admitted in its September 2019 email (see Attachment “H”) that the City is not in compliance with AB 939.

The City recently had a meeting with CalRecycle at which CalRecycle similarly expressed concerns over compliance with AB 939 and indicated the City will likely be subject to compliance regulations in the near future (and, ultimately, monetary penalties if uncured).

Accordingly, CWS’s failure to ensure compliance with AB 939 is a material breach under the Agreement (see Section 11.4), and has and will continue to have a substantial negative impact on the City and the environment. As a result, the City is out of compliance with State law. This alone is sufficient damage to the City. However, because the City has been out of compliance with AB 939 for over a year, the City may well be subject to additional regulatory compliance and oversight from CalRecycle, which will—at a minimum—created additional costs for the City for purposes of monitoring such compliance requirements. Further, CWS’s default has a substantially negative impact on the environment as the City is not contributing to ensuring that its solid waste is diverted and not simply added to landfill. Based upon CWS’s reporting and the City’s investigation, it appears as if the majority of the City’s solid waste is simply being placed in a landfill, which is detrimental to the health of the environment.

2. CWS has failed to cure the material breaches that CWS must fully implement mandatory programs in accordance with AB 341 and AB 1826.

These programs require CWS to recycle at least 50% of the collected waste. CWS has not fully implemented either of these programs and is also not meeting the diversion requirements. This is a material breach pursuant to Sections 1.43, 5.5, and 5.9. CWS has been aware of this issue since the in-person meeting on June 3, 2019 and was provided a formal Notice of Default on June 5, 2019. As such, CWS has had nearly five months to take corrective action to cure.

CWS's failure to implement AB 341 and AB 1826 is a material breach and has and will continue to have a substantial negative impact on the City and the environment. As a result, the City is not complying with State law. This alone is sufficient damage to the City. However, because CWS has not implemented these programs, which are intended to assist with achieving compliance under AB 939, the City is also not in compliance with AB 939. Further, CWS's default has a substantially negative impact on the environment as the City is not contributing to ensuring that its solid waste is diverted and not simply added to landfill.

3. CWS has failed to deliver a clean-air vehicle fleet and has not timely cured its default.

Section 6.1.1 requires that CWS must purchase and deliver the vehicles before August 1, 2019. Failure to comply with Section 6.1.1 is a material breach. CWS has been aware of this issue since the in-person meeting on June 3, 2019 and was provided formal Notice of Default on June 5, 2019 (as it had not provided evidence of the purchase of the vehicles). The vehicles were due on August 1, which is over three months ago. Further, the evidence that CWS provided the City to show it had actually purchased the vehicles was misleading and could not be substantiated.

CWS's failure to purchase and deliver a clean air fleet by August 1, 2019 is a material breach and has and will continue to have a substantial negative impact on the City and the environment. These clean air vehicles are required by State law and ensure that the waste hauler is not using outdated vehicles that produce unhealthy exhaust and greenhouse gases. CWS's existing fleet is outdated. CWS's failure to use clean air vehicles is contributing to the pollution and excessive emission of greenhouse gases.

4. CWS has failed to provide the City with requested information and documentation and has not timely cured its default.

These requests for information and documentation are set forth in Exhibit "A" of the City's June 5, 2019 Default Notice. It has been over five months and CWS has failed to address these matters. Without the necessary documentation and

information from CWS, the City is unable to accurately report to CalRecycle. The City is already out of compliance with AB 939, and CWS's failure to provide the City with the necessary documentation inhibits the City's ability to monitor CWS and determine where the problem with compliance is coming from. As set forth in Section 1.43 and Section 5.8, failure to cooperate with document requests is a material breach. The City has requested supplemental information and documentation multiple times, but CWS has failed to provide any response.

CWS's failure to cooperate with document requests is a material breach and will continue to have a negative substantial impact on the City. Without receiving the necessary information from CWS, the City cannot accurately report to the State its diversion and collection rates. This necessarily impacts the City's ability to comply with AB 939. Ultimately, CWS's failure to provide the City with the necessary information and documentation has contributed to the City's failure to comply with the requirements of AB 939.

5. CWS has failed to cure its inaccurate reporting.

Failing to accurately report is a material breach pursuant to Section 1.43. In the City's June 27, 2019 Supplemental Notice to CWS further confirmed the inaccurate reporting by CWS that was initially addressed in the June 5, 2019 Default Notice. The notices addressed CWS's continued failure to accurately report all solid waste collected, diverted, and disposed. CWS has had months to cure the inaccuracies in its reporting but has failed to do so, which the City has determined through its independent investigation of CWS's diversion.

CWS's failure to accurately report is a material breach and will continue to have a negative substantial impact on the City. CWS's inaccurate reporting prevents the City from accurately monitoring diversion rates under Section 5.1 and AB 939. Further, in order for the City, and ultimately the State, to determine whether the City has complied with AB 939, the City needs accurate reporting and documentation. This inaccurate reporting is a part of the fundamental root issue relating to the City's failure to meet the requirements of AB 939. Because the City and ultimately the State are uncertain what CWS's actual collection and diversion rates are, it is impossible for the City to create an action plan to address the issues.

6. CWS has failed to provide the City with a performance bond that satisfies Section 3.3 of the Agreement.

Section 11.3 requires that CWS have a bond that commenced as of the effective date of the Agreement and remains in effect during the entire term of the Agreement. Despite representations by CWS that the performance bond was in place as required by the Agreement (and would provide evidence of it within 24 hours of June 3, 2019), CWS has not provided the City with a performance bond that establishes compliance with the period of July 1, 2018 through June 12,

2019. CWS has had months of notice to cure this material breach, but has failed to do so.

CWS's failure to provide evidence of a performance bond that was in effect for the nearly first year of the Agreement is a material breach and will continue to have a negative substantial impact on the City.¹¹ The purpose of the performance bond is to guarantee CWS's faithful performance of waste hauling services, including payment of any penalty and the funding of any work to cure a breach of the Agreement. However, as noted herein, many of these breaches occurred during the first year of the Agreement, where there is no evidence of a performance bond.

7. CWS's insurance is no longer active, giving rise to a right to immediate termination.

On or about November 7, 2019, Millennium Corporate Solutions, which is the insurance broker for CWS, confirmed that CWS's insurance had terminated and no coverage was provided as required by the Agreement. Specifically, insurance is mandatory under Article 11 of the Agreement, and CWS cannot perform any work or services until it provides the City with new certificates of insurance that comply with the requirements of the Agreement. Failure to have insurance is a material breach of the Agreement.

The Agreement further requires that CWS must notify the City at least thirty (30) days' prior to termination of any insurance required by the Agreement. However, not only did CWS not provide such contractually required notice, but failed to notify the City even after its insurance has been cancelled. The City learned of this default by its independent investigation and confirmation with CWS's insurance broker. Moreover, it appears that the insurance has been cancelled as of early September, which means CWS has been performing under the Agreement without insurance for several months.

This level of breach gives rise to immediate termination permitted under Section 9.1(i), which provides that the City may immediately terminate the Agreement "[i]f Franchisee practices, or attempts to practice, any willful fraud or deceit upon the City. Both parties agree and understand that any failure to disclose information material to the performance of the Agreement shall constitute a breach," and under Section 9.1(vii), which provides the City may immediately terminate the Agreement "[i]f Franchisee refuses to provide City with required information, reports, or test results in a timely manner, as required by this Agreement." Certainly, failing to disclose that CWS lost its insurance coverage several months ago is a prime example of what these provisions are intending to prevent.

¹¹ Its failure to provide the document is also a material breach under Section 8.2 of the Agreement, which requires CWS to keep all records related to the Agreement for a period of five (5) years post-expiration or termination, and to provide those documents to the City upon request.

The foregoing establish that CWS has at least seven outstanding defaults that have not been cured, one of which may result in immediate termination of the Agreement. The City has sought cure of the first six defaults for several months (well beyond its contractual obligations) and CWS has provided no plan for cure. Accordingly, staff believes that the findings required in Section 9.6 to terminate exist and the City Council may, if it so desires, terminate the Agreement by adopting the attached resolution.

ENVIRONMENTAL REVIEW

This termination of the Agreement is exempt from the California Environmental Quality Act (Public Resources Code, § 2100, et seq; "CEQA"). The adoption of the proposed resolution is not a "project" under CEQA and the State CEQA Guidelines (14 Cal. Code of Regulations, § 15000, et seq.) as it does not have the "potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines, §§ 15060 (c) (2)(3), 15378(a).) Moreover, even if the adoption of the resolution terminating the Agreement qualified as a project under CEQA, the resolution is exempt from CEQA as "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." (State CEQA Guidelines, § 15061 (b)(3).)

FISCAL IMPACT

If the City proceeds with termination of the Agreement, it will result in the City needing to obtain a new waste hauler. Amongst other things, this will require the City renegotiate terms of a new franchise agreement. The fiscal impact is thus uncertain because it will be dependent on the terms of any new franchise agreement. It is also possible that with the negotiation of a new franchise agreement with a new waste hauler, rates for residents may increase.

ALTERNATIVES

In lieu of staff's recommendations, the following alternatives, amongst others, are available to the City Council:

1. Continue the hearing and direct staff to bring back a resolution determining that CWS is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or
2. Continue the hearing and direct staff to bring back a resolution imposing conditions on a finding of default and a time for cure, such that CWS's fulfillment of said conditions will waive or cure any default.

ATTACHMENT:

Attachment A: Resolution
Attachment B: Exclusive Solid Waste Services Franchise Agreement
Attachment C: The City's March 25, 2019 Default Notice
Attachment D: The City's June 5, 2019 Default Notice
Attachment E: CWS's June 16, 2019 Document Production
Attachment F: The City's June 27, 2019 Supplemental Notice
Attachment G: CWS's July 5, 2019 Response Letter
Attachment H: CWS's September 10, 2019 Email to City
Attachment I: The City's September 25, 2019 Notice of Default and Audit
Attachment J: CWS's October 7, 2019 Response Letter
Attachment K: The City's October 9 and October 28, 2019 Emails
Attachment L: Audit Report
Attachment M: The City's November 4, 2019 Default Notice
Attachment N: Termination Notice of CWS's Insurance Coverage
Attachment O: Termination Notice

ATTACHMENT "A"

RESOLUTION No. 2019-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HAWAIIAN GARDENS TERMINATING THE EXCLUSIVE
SOLID WASTE SERVICES FRANCHISE AGREEMENT
BETWEEN THE CITY OF HAWAIIAN GARDENS AND
COMMERCIAL WASTE SERVICES, INC.**

WHEREAS, the City of Hawaiian Gardens ("City") entered into that certain Exclusive Solid Waste Services Franchise Agreement ("Agreement") with CWS on July 1, 2018 granting Commercial Waste Services, Inc. ("CWS") the exclusive franchise, right, license, and privilege to engage in the business of collecting and transporting all solid waste and recyclable materials generated within the City; and

WHEREAS, CWS has repeatedly and continually materially breached the Agreement, as set forth herein; and,

WHEREAS, the City provided CWS with numerous default notices and provided sufficient time for CWS to cure the identified breaches; and,

WHEREAS, CWS's failure to cure the material breaches places it in default of the Agreement; and,

WHEREAS, the City provided CWS with a notice of intent to terminate and held a termination hearing at a regularly-scheduled City Council meeting, on November 12, 2019; and,

WHEREAS, CWS was provided the opportunity to present evidence to demonstrate it is not in default and to rebut any evidence presented in favor of termination; and,

WHEREAS, the City Council considered all evidence presented at the hearing, including the staff report and exhibits, any presentations and argument by staff and CWS, any evidence submitted by CWS, and any public comment; and,

WHEREAS, there is substantial evidence to support a finding that CWS is in default of the Agreement; CWS failed to timely cure the default; and that such default has caused a material breach of the Agreement and has a substantial negative impact upon the City; and,

WHEREAS, based upon the above the City Council wishes to terminate the Agreement.

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

SECTION 1. INCORPORATION OF RECITALS

The City Council of the City of Hawaiian Gardens ("Council") finds that the above Recitals of this Resolution are true and correct and incorporated into this Resolution by reference as though fully set forth herein.

SECTION 2. INCORPORATION OF STAFF REPORT PROVIDED HERewith

The City Council hereby incorporates into this Resolution by reference the staff report and exhibits, any presentations and argument by staff and CWS, any evidence submitted by CWS, and any public comment as though fully set forth herein.

SECTION 3. HISTORY OF CWS'S BREACHES OF THE AGREEMENT AND OPPORTUNITIES TO CURE

CWS has committed dozens of breaches of the Agreement, including numerous material breaches. These breaches have included matters that are both monetary as well as non-monetary. The City has afforded CWS well more time to cure than what is contractually required, in an effort to work with CWS to cure these breaches and defaults. The City provided CWS with numerous notices of default ("Default Notices"), ranging from March 25, 2019 through November 4, 2019, which have informed CWS of the specific breaches and how to cure each of these defaults. In addition to the default notices, the City held an in-person meeting with CWS and offered to hold an additional in-person meeting, which CWS failed to schedule.

A. The City's March 25, 2019 Default Notice. The City issued its first Default Notice to CWS on March 25, 2019. This notice informed CWS of its failure to pay the 2018 fourth quarter Franchise Fees and its failure to pay the one-time Administrative Fee of \$100,000.00.

B. In-Person Meeting on June 3, 2019. Although the City was not required to do so, the City met with CWS in-person. This meeting took place on June 3, 2019 between the City and CWS. The City provided CWS with informal notice of the ample amount of breaches it intended to demand cure. Among other key issues, CWS ensured the City that it then had in effect a compliant performance bond (that had been in effect since the Agreement commenced) and that it would deliver a copy of that bond with 24 hours (which is subsequently did not).

C. The City's June 5, 2019 Default Notice The City issued its second default notice on June 5, 2019. This second default notice was essentially broken down into three main components: (1) material monetary breaches; (2) material non-monetary breaches; and (3) miscellaneous breaches.

i. Material Monetary Breaches. The Material Monetary Breaches were identified as follows:

The notice informed CWS that it had failed to: (1) pay the late payment penalties for the one-time administrative fee of \$100,000, as set forth in the first default notice on March 25, 2019; (2) still provide the City with proof of the surety Performance Bond, as required under Section 3.3 of the Agreement (and as promised to be delivered within 24 hours during the June 3rd meeting), which required CWS to submit a \$1 million Performance Bond as a condition precedent to the effectiveness of the Agreement (the purpose of this bond is to guarantee CWS's faithful performance of the waste hauling services under the Agreement); and (3) provide the City with proof of existing insurance coverages, as required under Article 11 of the Agreement, as CWS is required to procure and maintain, during the entire term of the Agreement, specified policies of insurance (CWS has failed to provide proof of insurance that showed CWS had active insurance following the May 3, 2019 expiration date of its prior policy).

Notably, as set forth in Section 1.43, failure to perform monetary obligations is a material breach of the Agreement. As such, each of these breaches was material. The City ultimately demanded cure of these material monetary breaches within ten (10) days, in accordance with Section 9.3.

ii. Material Non-Monetary Breaches. The Material Monetary Breaches were identified as follows:

First, the Notice provided a material breach resulting from CWS having failed to ensure the City met the diversion rates required by AB 939. The notice explained that the City participated in the 2018 Annual AB 939 Reporting Conference call with CalRecycle in order to review the City's progress on implementation of required AB 939 programs. CalRecycle reported that the reports submitted by CWS, and the diversion rates thereof, indicated that certain mandatory recycling programs were not successfully implemented or maintained. Due to the disposal tonnage discrepancies and the unsuccessful implementation of mandatory recycling programs, CalRecycle suggested that the City submit an informal action plan to address the deficiencies prior to the City being placed on a formal non-compliance notice. Sections 5.5 and 5.9 of the Agreement provide that failure to divert the required amount of solid waste and failure to maintain the diversion programs is a material breach of the Agreement, and accordingly CWS in material breach.

Second, the notice then identified that CWS was inaccurately reporting its collection and diversion rates, which is a material breach of the Agreement. The City described the differences between what CWS was reporting and what the Disposal Report System ("DRS") maintained by the State of California reported.

Third, the notice then discussed that pursuant to Sections 4.13.3, 4.13.4, and 4.13.5, CWS was required to implement mandatory commercial recycling (AB 341) and mandatory organics recycling (AB 1826). These programs required CWS to recycle at least 50% of the collected waste. The City noted, based upon reports submitted by CWS and those of the State's DRS, that commercial recycling CWS achieved only 38.78% diversion in the 2018 third quarter and 28.97% diversion in the 2018 fourth

quarter. Again, Sections 5.5 and 5.9 provide that failure to divert the required amount of solid waste and failure to maintain the diversion programs is a material breach of the Agreement.

Fourth, the notice then identified that CWS failed to provide the City with requested supplemental information and documentation regarding CWS's third quarter "Quarterly Report." The City noted that it had requested supplemental information and documentation multiple times but that CWS failed to provide such materials. Without the necessary documentation and information from CWS, the City is unable to accurately report to CalRecycle which puts the City at risk to receive compliance notices and penalties from the State. As set forth in Section 1.43 and Section 5.8, failure to cooperate with document requests is a material breach.

Fifth, the notice then discussed that CWS failed to provide proof of a purchase order for the acquisition of a clean-air vehicle fleet. Section 6.1.1 requires that during the first year of the Agreement, CWS must provide evidence of a purchase order for a fleet of new clean-air vehicles. The delivery of the vehicles must be before August 1, 2019. Failure to comply with Section 6.1.1 is a material breach.

Lastly, the notice discussed that CWS failed to implement on-site and/or Multi-Family Processing. Section 6.3.2 of CWS's bid proposal, which is incorporated into the Agreement pursuant to Section 1.19, promised to deliver multi-family containers to various processing facilities. CWS promised that it will achieve at least 50% diversion for all collected multi-family water materials. Pursuant to the 2018 third and fourth Quarterly Reports, CWS was not in compliance with this Section, which was a material breach of the Agreement.

The City demanded cure of these non-monetary breaches within thirty (30) days, in accordance with Section 9.3.

iii. Miscellaneous Breaches. The Miscellaneous Breaches were identified as follows:

The City also provided CWS with a three-page list of breaches that, while individually may not have risen to the level of materiality, collectively constituted a material breach of the Agreement. These breaches included matters such as CWS failing to provide the City with necessary information needed to report to CalRecycle, failure to implement specific programs identified in the Agreement and CWS proposal, or was past due on various obligations.

D. CWS's Document Production on June 16, 2019. In response to the City's two prior default notices, CWS produced various documents in an attempt to resolve the monetary breaches. Through this production, CWS cured certain defaults, as follows: (i) it provided satisfactory proof of insurance coverage; (ii) CWS provided retail sales order showing that CWS had placed an order for the new clean air fleet, but did not provide proof of a delivery date before August 1, 2019; and (iii) provided a

performance bond for the period of June 13, 2019 through June 12, 2020; however, CWS did not provide a performance bond covering the first year of the Agreement—that is July 1, 2018 through June 12, 2019 (although it had represented it existed). CWS also paid its late penalties for the Administration Fee.

E. The City's June 27, 2019 Supplemental Default Notice. On June 27, the City issued a Supplemental Notice of Default to CWS, which supplemented the June 5, 2019 Default Notice with information the City had learned regarding CWS's inaccurate reporting and diversion requirements.

First, the Supplemental Notice stated that CWS had failed to provide the City with its Performance Bond that satisfied Section 3.3 of the Agreement. CWS did not provide the City with a Performance Bond that covered the period of July 1, 2018 through June 12, 2019. As such, CWS was still in material breach of Section 3.3.

Second, the notice informed CWS that, with respect to CWS's inaccurate reporting, the City had been made aware that CWS was not accurately reporting correct diversion rates and was not disposing of waste at the correct facilities. Despite CWS's reporting, which indicated that the City was in compliance with AB 939, the State (CalRecycle) had informed the City that it was not in compliance. The City also received documentation from the Los Angeles County Sanitation District ("LACSD") and the CalRecycle DRS that the 2018 third and fourth quarter tonnage reports submitted by CWS had tonnage information that could not be reconciled with disposal records provided by LACSD and DRS. The notice provided CWS with specific examples of the inaccurate reporting.

The notice warned CWS that their reporting was vastly inaccurate in terms of tonnages collected, tonnages diverted, and facility usage. The City reminded CWS that such inaccurate reporting was a material breach of the Agreement, pursuant to Section 1.43.

F. CWS's July 5, 2019 Response Letter. On July 5, 2019, CWS provided the City with a response letter to the June 5, 2019 Default Notice. CWS began its response by denying that it had committed any material breaches and demanded confirmation by the City. CWS claimed that it met the diversion rates required by AB 939 and the Agreement; rather, CWS alleged that some third party was falsely reporting that waste generated in other jurisdiction was generated in the City. CWS claimed that false reporting of the source of waste would thereby undermine CWS's diversion rates. CWS provided no evidence of this allegation.

CWS failed to provide the requested documentation and information to the City, which the City had requested in order to accurately report rates to CalRecycle. CWS claimed it had either already provided the information to the City or CWS could not obtain the documents requested. CWS then claimed that AB 1826 and AB 341 had been properly implemented, although CWS provided no substantive or credible evidence to support this claim. Finally, CWS failed to provide any evidence of the performance bond prior to June 12, 2019. CWS did not address any of the miscellaneous breaches.

G. CWS's September 10, 2019 Email to City. Despite claiming that CWS was meeting the diversion requirements, on September 10, 2019, CWS sent an email to the City requesting a meeting because the City was not meeting the requirements of AB 939. CWS appeared to blame this failure to meet diversion requirements on the City's waste consultant (although, the Agreement passes this obligation through to CWS, not the City).

H. The City's September 25, 2019 Default Notice. The City issued a comprehensive Subsequent Notice of Default of CWS's failure to cure all previously identified material breaches, identified new material breaches that needed to be cured, and issued a determination that CWS is in default of the Franchise Agreement. The City also provided a notice of audit.

This notice addressed three primary issues: (1) new material breaches by CWS; (2) commencement of the audit process; and (3) responding to the outstanding material breaches that were not cured. The City declared that because CWS failed to cure all of the material breaches identified in the City's previous default notices, CWS was in default of the Agreement, pursuant to Section 9.3.

(i) New Material Breaches

The notice identified that CWS failed to pay the 2019 second quarter Franchise Fee, which was due August 15, 2019. CWS also had failed to timely submit its second quarter Quarterly Report, which was due the same date as the fee payment. As set forth in Sections 1.43 and 3.1, failure to timely and accurately pay this Franchise Fee is considered a material breach of the Agreement, as is the failure to submit Quarterly Reports.

(ii) Commencement of Audit

Due to CWS's continued breaches, failure to provide the City with the necessary diversion reporting documents, and failure to cure previous breaches, the City exercised its right to audit CWS. Pursuant to Section 8.1, the City sought to review CWS's financial statements. Pursuant to Section 8.2, the City sought review of CWS's records of customer complaints, tonnage collection, disposal, diversion compliance records, maps, billing records, gross income, franchise fee payments, curbside recycling payments, customer lists with service type and frequency, and customer payment histories.

(iii) Outstanding Material Breaches

The notice further discussed CWS's material braches that remained outstanding from the City's Notice of Default letters from June 2019. First, it noted that CWS still had not provided the City with a performance bond that satisfied Section 3.3 of the Agreement,

which CWS had represented to the City had been in place and would be provided to the City within 24 hours of the meeting.

Second, the notice discussed that CWS continued to miss the diversion rates required by AB 939, and which CWS had admitted in its September 10th email was not being met, despite arguing it was not in breach of the Agreement. The City explained the diversion rates during 2018 in the Notice and explained how the City was not meeting its diversion requirements under AB 939. Notwithstanding the foregoing, CWS nevertheless contends that it is complying with this legal requirement. Because the City had yet to meet its diversion requirements under AB 939, CWS was in default.

Third, the notice then addressed that CWS was still not meeting the diversion requirements of Section 5.1. The relevant provision of Section 5.1 reads, “[t]he City requires the franchisee to meet or exceed this State mandate [AB 939] by diverting fifty percent (50%) **of the solid waste collected** under this franchise agreement.” (Emphasis added.) That is, CWS is required to divert 50% of all waste it collects within the City. The City reminded CWS that this diversion requirement is separate and additional to that of ensuring the City meets its diversion requirements under AB 939. The City pointed out that CWS had failed to meet this diversion requirement for every quarter it was responsible for the City’s waste. As such, CWS was in default of Section 5.1.

Fourth, the notice then addressed that CWS continued to fail to accurately report all solid waste collected, diverted, and disposed, which prevented the City from accurately monitoring diversion rates under Section 5.1 and AB 939, and failed to provide requested documentation and information to the City supporting its diversion rates. Further, in order for the City, and ultimately the State, to determine whether the City complied with AB 939, the City needed accurate reporting and documentation.¹ Both failing to accurately report and failing to provide the City with requested documentation is are each material breaches under the Agreement.

Fifth, the notice addressed CWS’s amended Quarterly Reports for 2018 quarter 3 and 2019 quarter 1, which included significantly different numbers from the original report. Inaccurate reporting may be taken as evidence of efforts to mislead the City about its diversion and collection rate. The City summarized the wildly different reporting between the original Quarterly Reports and the amended Quarterly Reports.

The notice suggested that part of the issue with CWS’s breaches stemmed from CWS not having an agreement in place with LACSD to specifically sort the City’s waste and report the City’s specific diversion. CWS has claimed that such an agreement is not possible; however, the City contacted LACSD and confirmed this possibility that there are such city specific agreements for curb-side commingled recyclables, Multi-Family, and Commercial solid waste processing. This City-specific diversion is required as a

¹ Around this time, the City met with representatives of CalRecycle, who expressed concern that the City was, amongst other things, not meeting its AB 939 requirements and, within the coming months, thus should expect further compliance action from the State.

part of the Agreement in accordance with Section 5.8.1, and failure to meet it is a material breach.

Sixth, the notice discussed that CWS continued to fail to provide evidence that it is in compliance with AB 1826 and AB 341. CWS had claimed in its prior response letter that the organic waste program and commercial recycling programs were fully implemented. However, the City could not verify these claims because CWS only provided a simple list of businesses as proof of compliance with AB 1826 and AB 341. Sections 4.13.3-4.13.5 and Section 5.8.1 requires that CWS provide AB 1826 and AB 341 program implementation reports and records. Because CWS failed to produce any evidence of compliance with AB 1826 and AB 341, it had not cured the material breach and remained in default.

Seventh, the City addressed CWS's failure to deliver its new fleet of clean-air vehicles. Section 6.1 of the Agreement requires that by August 1, 2019, CWS must have delivered and commenced operations with a fleet of clean-air collection vehicles. Failure to perform completely under Section 6.1 is a material breach.

Eighth, the notice addressed CWS's failure to cure its breach for not achieving a minimum of 50% diversion of the collected multi-family waste. Pursuant to Section 4.5.3, CWS must process all multi-family complexes consisting of five units or more at a fully permitted materials recovery facility and shall divert a minimum of 50% of the collected waste. CWS reported that it was processing this waste at the Puente Hills facility; however, CWS failed to provide any documentation that verified any measurable diversion. The City requested evidence demonstrating compliance.

Lastly, the notice addressed the fact that CWS had failed to cure any of the "miscellaneous breaches" identified in Exhibit "A" of the June 5, 2019 default notice, despite the fact that three months had passed. The City demanded documentation addressing each pending item referenced in Exhibit "A" of the June 5 default notice.

Despite CWS being in default and having been given several more months than was required under the Agreement to cure, the City proposed a second in-person meeting date of October 28, 2019 to resolve all outstanding defaults.

I. CWS October 7, 2019 Response Letter. On October 7, 2019, CWS provided a response letter to the City's September 25, 2019 default notice. CWS maintained that it was not in breach of the Agreement.

CWS's response appears to argue that a third party contractor was intentionally dumping to dilute CWS's diversion rates so CWS would lose the contract with the City. CWS provided no substantial or credible evidence of these allegations. Moreover, despite the City not actually receiving any documentation or checks from CWS, CWS claimed that it had timely (and separately) submitted its second quarter Quarterly Report and Franchise Fee. CWS did not provide any evidence of this allegation.

With respect to AB 939, CWS then made argument that it was in compliance (although it had previously sent an email to the City saying the City was not in compliance) and that it was also in compliance with Section 5.1 because that section did not have its own diversion calculation separate from AB 939. CWS's letter did not provide credible evidence to substantiate its claims.. Further, CWS did not (i) respond to the City's inaccurate reporting and discrepancies as set forth in the City's June 27, 2019 supplemental notice, (ii) provide any additional documentation to support its allegations that it had fully implemented AB 1826 and AB 341, or (iii) respond to the miscellaneous breaches. With respect to the outstanding performance bond, CWS refused to provide it, claiming it was "irrelevant."

Finally, CWS provided correspondence from an alleged vendor to establish that the new clean air vehicle fleet would be ready within 60 to 90 days.

J. The City's October 9 and October 28, 2019 Emails. The City sent an email to CWS on October 9, 2019, which requested that CWS provide documentation and information that was missing from CWS October 7, 2019 letter (and which CWS purported to include but did not). The City sought dates and times that CWS was available for a second in-person meeting. CWS did not respond to this email. The City then sent a final email to CWS providing it a final chance to resolve CWS's outstanding breaches of the Agreement on October 28, 2019.

In these emails, the City did the following:

1. Because CWS failed to respond to the City's request for availability for an in-person meeting, the City set a date and time for that meeting.
2. Demanded that CWS provide all outstanding record requests, including incomplete Quarterly Reports.
3. Noted that CWS still had not provided evidence that its order for a new fleet of vehicles was being delivered. In fact, the City attempted to contact the businesses CWS claimed to be working with. From that investigation, it appeared that the business either did not exist as a business or claimed that there was no order pending as CWS claimed. The City therefore demanded that CWS provide proof that this alleged fleet will be produced.
4. Demanded that CWS provide information and documentation responding to Exhibit "A" of its June 5, 2019 default letter, which provided all of the "miscellaneous" breaches.
5. Demanded that CWS respond to its Supplemental Notice from June 27, 2019, including compliance regarding AB 1826 and AB 341.

K. The Results of the Audit. The City's waste management consultant, MuniEnvironmental, attempted to conduct an audit of CWS, pursuant to Sections 8.1

and 8.2. During the course of the audit, CWS failed to have or otherwise provide the requested documentation, or provided documentation that was incomplete. The results of the audit evidence that CWS is not complying with the account and records provision of the Agreement, as set forth in Article 8. It is unclear what records CWS actually has regarding the Agreement.

L. The City's November 4, 2019 Default Notice. Most recently the City had to issue a Default Notice to CWS on November 4, 2019 for failing to timely pay the 2019 second quarter franchise fee, as well as CWS's failure to pay the Annual Program Payments.

Pursuant to Article 3, Section 3.2, CWS shall make an annual payment to the City on the anniversary date of the Agreement—that is, every July 1st—for each of the following: (1) an AB 939 Program Payment in the amount of \$20,000 and (2) a Performance Audit Program Payment in the amount of \$25,000. CWS has not paid either of these annual payments. As such, CWS is in material breach of the Agreement.²

M. On or about November 7, 2019, the City Received Notice that CWS's Insurance Has Termination. The City learned on or about November 7, 2019, that CWS's insurance is no longer active. This was confirmed by Millennium Corporate Solutions, which is the insurance broker for CWS. Insurance is mandatory under Article 11 of the Agreement and CWS cannot perform any work or services until it provides the City with new certificates of insurance that comply with the requirements of the Agreement. Failure to have insurance, or to notify the City of cancellation or modification of the insurance policies at least thirty (30) days in advance, are each a material breach of the Agreement.

Losing insurance coverage prohibits CWS from performing its service obligations under the Agreement. Despite its contractual obligation to do so, CWS failed to notify the City that its insurance had been cancelled. The City had to confirm this default directly through the insurance broker, and the City has since learned that CWS's General Liability, Business Auto, and Excess Liability policies were each *cancelled* effective September 2, 2019, and that its Workers Compensation Insurance was non-renewed effective October 1, 2019. Accordingly, it appears that CWS was aware of these losses of coverage in its insurance policies for over two (2) months (in which it has communicated with the City several times), but failed to notify the City.

As a result, it appears that CWS has been performing under the Agreement without insurance for at least two months. This level of breach gives rise to the right to immediate termination permitted under Section 9.1(i) and (vii), which provide, respectively, that the City may immediately terminate the Agreement "[i]f Franchisee practices, or attempts to practice, any willful fraud or deceit upon the City. Both parties agree and understand that any failure to disclose information material to the

² The City demanded cure within ten (10) days for the breach, which will put the final day of the cure period after the Termination Hearing.

performance of the Agreement shall constitute a breach” and “If Franchisee refuses to provide City with required information, reports, or test results in a timely manner as required by this Agreement.”³ Given that CWS has known of the loss of insurance for over two months, and given CWS’s failure to notify the City of its cancellation of its insurance policies (which must be done at least 30 days prior to termination), CWS—at a minimum—has either willfully defrauded, or at a minimum, engaged in deceit upon the City by failing to timely provide the City with required information, pursuant to the terms of this Agreement.

SECTION 4. FINDINGS

Based on the foregoing, CWS is in material breach of the Agreement for several reasons and, due to its failure to timely cure those breaches, is in default under the Agreement and is now subject to termination. City Staff has expended considerable resources in an effort to help CWS obtain compliance with the Agreement and cure its defaults, without success.

As discussed above, in order for the City Council to terminate the Agreement in this hearing, Section 9.6 requires findings of default must be based upon substantial evidence supporting the following two findings:

- (1) That a default in fact occurred and has continued to exist without timely cure; and,
- (2) That such default has, or will, cause a material breach of the Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the City, or the financial terms established in this Agreement.

In accordance with Section 9.3, a “default” occurs where:

- (i) said breach or failure can be cured, but the Defaulting Party has failed to fully cure within thirty (30) days after the date of the Default Notice [], or
- (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement.)

To terminate the Agreement, the City Council needs to find that there is only one default of the Agreement. However, as shown above and discussed further below, there are several outstanding defaults that support the findings in accordance with Section 9.6. Those breaches are summarized as follows:

- 1. CWS has failed to cure the City’s lack of compliance with AB 939 requirements and remains in default.**

³ Accordingly, the City need not provide a notice of default and opportunity to cure for this breach; instead, it may determine to immediately terminate on these grounds at the Termination Hearing.

This is a material breach pursuant to Sections 1.43, 5.5, 5.9, and 11.4. CWS was notified of this issue at the in-person meeting on June 3, 2019 and was provided formal Notice of Default on June 5, 2019. As such, CWS has had nearly five months to take corrective action to cure. CWS also admitted in its September 2019 email that the City is not in compliance with AB 939.

The City recently had a meeting with CalRecycle at which CalRecycle similarly expressed concerns over compliance with AB 939 and indicated the City will likely be subject to compliance regulations in the near future (and, ultimately, monetary penalties if uncured).

Accordingly, CWS's failure to ensure compliance with AB 939 is a material breach under the Agreement (see Section 11.4), and has and will continue to have a substantial negative impact on the City and the environment. As a result, the City is out of compliance with State law. This alone is sufficient damage to the City. However, because the City has been out of compliance with AB 939 for over a year, the City may well be subject to additional regulatory compliance and oversight from CalRecycle, which will—at a minimum—created additional costs for the City for purposes of monitoring such compliance requirements. Further, CWS's default has a substantially negative impact on the environment as the City is not contributing to ensuring that its solid waste is diverted and not simply added to landfill. Based upon CWS's reporting and the City's investigation, it appears as if the majority of the City's solid waste is simply being placed in a landfill, which is detrimental to the health of the environment.

2. CWS has failed to cure the material breaches that CWS must fully implement mandatory programs in accordance with AB 341 and AB 1826.

These programs require CWS to recycle at least 50% of the collected waste. CWS has not fully implemented either of these programs and is also not meeting the diversion requirements. This is a material breach pursuant to Sections 1.43, 5.5, and 5.9. CWS has been aware of this issue since the in-person meeting on June 3, 2019 and was provided a formal Notice of Default on June 5, 2019. As such, CWS has had nearly five months to take corrective action to cure.

CWS's failure to implement AB 341 and AB 1826 is a material breach and has and will continue to have a substantial negative impact on the City and the environment. As a result, the City is not complying with State law. This alone is sufficient damage to the City. However, because CWS has not implemented these programs, which are intended to assist with achieving compliance under AB 939, the City is also not in compliance with AB 939. Further, CWS's default has a substantially negative impact on the environment as the City is not contributing to ensuring that its solid waste is diverted and not simply added to landfill.

3. CWS has failed to deliver a clean-air vehicle fleet and has not timely cured its default.

Section 6.1.1 requires that CWS must purchase and deliver the vehicles before August 1, 2019. Failure to comply with Section 6.1.1 is a material breach. CWS has been aware of this issue since the in-person meeting on June 3, 2019 and was provided formal Notice of Default on June 5, 2019 (as it had not provided evidence of the purchase of the vehicles). The vehicles were due on August 1, which is over three months ago. Further, the evidence that CWS provided the City to show it had actually purchased the vehicles was misleading and could not be substantiated.

CWS's failure to purchase and deliver a clean air fleet by August 1, 2019 is a material breach and has and will continue to have a substantial negative impact on the City and the environment. These clean air vehicles are required by State law and ensure that the waste hauler is not using outdated vehicles that produce unhealthy exhaust and greenhouse gases. CWS's existing fleet is outdated. CWS's failure to use clean air vehicles is contributing to the pollution and excessive emission of greenhouse gases.

4. CWS has failed to provide the City with requested information and documentation and has not timely cured its default.

These requests for information and documentation are set forth in Exhibit "A" of the City's June 5, 2019 Default Notice. It has been over five months and CWS has failed to address these matters. Without the necessary documentation and information from CWS, the City is unable to accurately report to CalRecycle. The City is already out of compliance with AB 939, and CWS's failure to provide the City with the necessary documentation inhibits the City's ability to monitor CWS and determine where the problem with compliance is coming from. As set forth in Section 1.43 and Section 5.8, failure to cooperate with document requests is a material breach. The City has requested supplemental information and documentation multiple times, but CWS has failed to provide any response.

CWS's failure to cooperate with document requests is a material breach and will continue to have a negative substantial impact on the City. Without receiving the necessary information from CWS, the City cannot accurately report to the State its diversion and collection rates. This necessarily impacts the City's ability to comply with AB 939. Ultimately, CWS's failure to provide the City with the necessary information and documentation has contributed to the City's failure to comply with the requirements of AB 939.

5. CWS has failed to cure its inaccurate reporting.

Failing to accurately report is a material breach pursuant to Section 1.43. In the City's June 27, 2019 Supplemental Notice to CWS further confirmed the

inaccurate reporting by CWS that was initially addressed in the June 5, 2019 Default Notice. The notices addressed CWS's continued failure to accurately report all solid waste collected, diverted, and disposed. CWS has had months to cure the inaccuracies in its reporting but has failed to do so, which the City has determined through its independent investigation of CWS's diversion.

CWS's failure to accurately report is a material breach and will continue to have a negative substantial impact on the City. CWS's inaccurate reporting prevents the City from accurately monitoring diversion rates under Section 5.1 and AB 939. Further, in order for the City, and ultimately the State, to determine whether the City has complied with AB 939, the City needs accurate reporting and documentation. This inaccurate reporting is a part of the fundamental root issue relating to the City's failure to meet the requirements of AB 939. Because the City and ultimately the State are uncertain what CWS's actual collection and diversion rates are, it is impossible for the City to create an action plan to address the issues.

6. CWS has failed to provide the City with a performance bond that satisfies Section 3.3 of the Agreement.

Section 11.3 requires that CWS have a bond that commenced as of the effective date of the Agreement and remains in effect during the entire term of the Agreement. Despite representations by CWS that the performance bond was in place as required by the Agreement (and would provide evidence of it within 24 hours of June 3, 2019), CWS has not provided the City with a performance bond that establishes compliance with the period of July 1, 2018 through June 12, 2019. CWS has had months of notice to cure this material breach, but has failed to do so.

CWS's failure to provide evidence of a performance bond that was in effect for the nearly first year of the Agreement is a material breach and will continue to have a negative substantial impact on the City.⁴ The purpose of the performance bond is to guarantee CWS's faithful performance of waste hauling services, including payment of any penalty and the funding of any work to cure a breach of the Agreement. However, as noted herein, many of these breaches occurred during the first year of the Agreement, where there is no evidence of a performance bond.

7. CWS's insurance is no longer active, giving rise to a right to immediate termination.

On or about November 7, 2019, Millennium Corporate Solutions, which is the insurance broker for CWS, confirmed that CWS's insurance had terminated and

⁴ Its failure to provide the document is also a material breach under Section 8.2 of the Agreement, which requires CWS to keep all records related to the Agreement for a period of five (5) years post-expiration or termination, and to provide those documents to the City upon request.

no coverage was provided as required by the Agreement. Specifically, insurance is mandatory under Article 11 of the Agreement, and CWS cannot perform any work or services until it provides the City with new certificates of insurance that comply with the requirements of the Agreement. Failure to have insurance is a material breach of the Agreement.

The Agreement further requires that CWS must notify the City at least thirty (30) days' prior to termination of any insurance required by the Agreement. However, not only did CWS not provide such contractually required notice, but failed to notify the City even after its insurance has been cancelled. The City learned of this default by its independent investigation and confirmation with CWS's insurance broker. Moreover, it appears that the insurance has been cancelled as of early September, which means CWS has been performing under the Agreement without insurance for several months.

This level of breach gives rise to immediate termination permitted under Section 9.1(i), which provides that the City may immediately terminate the Agreement "[i]f Franchisee practices, or attempts to practice, any willful fraud or deceit upon the City. Both parties agree and understand that any failure to disclose information material to the performance of the Agreement shall constitute a breach," and under Section 9.1(vii), which provides the City may immediately terminate the Agreement "[i]f Franchisee refuses to provide City with required information, reports, or test results in a timely manner, as required by this Agreement." Certainly, failing to disclose that CWS lost its insurance coverage several months ago is a prime example of what these provisions are intending to prevent.

The foregoing establish that CWS has at least seven outstanding defaults that have not been cured, one of which may result in immediate termination of the Agreement. The City has sought cure of the first six defaults for several months (well beyond its contractual obligations) and CWS has provided no plan for cure. Accordingly, staff believes that the findings required in Section 9.6 to terminate exist and the City Council may, if it so desires, terminate the Agreement by adopting the attached resolution.

As such, the Council believes there is substantial evidence to support the above-findings that (1) a default has occurred and will continue to occur; (2) CWS failed to timely cure the defaults despite being provided adequate notice; and (3) that the defaults have caused a material breach of the Agreement and have also cause a substantial negative impact on the City.

SECTION 5. TERMINATION

Based upon the above-stated findings, the City Council does hereby terminate the Agreement, except to the extent any provisions necessary for further action by the City against CWS expressly survive.

SECTION 6. CEQA

This termination of the Agreement is exempt from the California Environmental Quality Act (Public Resources Code, § 2100, et seq; "CEQA"). The adoption of the proposed resolution is not a "project" under CEQA and the State CEQA Guidelines (14 Cal. Code of Regulations, § 15000, et seq.) as it does not have the "potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines, §§ 15060 (c) (2)(3), 15378(a).) Moreover, even if the adoption of the resolution terminating the Agreement qualified as a project under CEQA, the resolution is exempt from CEQA as "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." (State CEQA Guidelines, § 15061 (b)(3).)

SECTION 7. CERTIFICATION

The City Clerk shall certify to the passage and adoption of this Resolution and the same shall take effect and be in force upon its adoption.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Myra Marvailla, Mayor

ATTEST:

Lucie Colombo, City Clerk

ATTACHMENT "B"

Attachment B:
Exclusive Solid Waste Services
Franchise Agreement

**EXCLUSIVE SOLID WASTE SERVICES
FRANCHISE AGREEMENT
BETWEEN THE
CITY OF HAWAIIAN GARDENS
AND
COMMERCIAL WASTE SERVICES, INC.**

DATED July 1 , 2018

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EXCLUSIVE FRANCHISE AGREEMENT FOR COMPREHENSIVE SOLID WASTE SERVICES

THIS AGREEMENT is made and entered into effective the 1st day of July 2018, by and between the CITY OF HAWAIIAN GARDENS, a municipal corporation, hereinafter referred to as City, and COMMERCIAL WASTE SERVICES, INC., a California Corporation hereinafter referred to as Franchisee. City and Franchisee agree each with the other, that a period of seven (7) years from and after July 1, 2018, is the established term of this Agreement. Franchisee shall have sole right to collect, haul, and dispose of all solid waste and conduct a comprehensive recycling program in the City through June 30, 2025, in accordance with the following terms and conditions. This exclusive franchise may be extended for up to three additional one (1) year terms at the mutual consent of the City and the Franchisee.

RECITALS

WHEREAS, Article XI, § 7 of the California Constitution authorizes cities to protect public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, (“**AB 939**” or the “**Act**”) established a Solid Waste management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices for Solid Waste attributed to sources within their respective jurisdictions; and

WHEREAS, California Public Resources Code § 40059 provides that aspects of Solid Waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

WHEREAS, City is obligated to protect the public health and safety of the residents and businesses in the City, and arrangements made by solid waste enterprises and recyclers for the collection of Residential and commercial Solid Wastes should be made in a manner consistent with the exercise of the City’s police power for the protection of public health and safety; and

WHEREAS, City and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of Residential and commercial Solid Waste, including AB 939, the Resource Conservation and Recovery Act (“**RCRA**”), 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), 42 U.S.C. §§ 9601 *et seq.*; the Electronic Waste Recycling Act of 2003 (SB 20, Chapter 526, Statutes of 2003; SB 50, Chapter 863, Statutes of 2004; AB 575 Chapter 59, Statutes of 2011), laws governing Universal Waste, including, but not limited to, Universal Waste Electronics Devices (“**UWED**”), non-empty aerosol cans, fluorescent tubes, high intensity discharge lamps, sodium

vapor lamps, and any other lamp exhibiting a characteristic of a hazardous waste, batteries (rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, small sealed lead acid batteries, alkaline batteries, carbon-zinc batteries and any other batteries which exhibit the characteristic of a hazardous waste), mercury thermometers, mercury-containing switches; and

WHEREAS, City and Franchisee desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is the Franchisee, an independent entity, not City, which will arrange to collect Solid Waste from single family dwellings, multiple family dwellings, City and Commercial Customers in the City, transport for recycling and disposal and dispose of Solid Wastes which may contain small amounts of household products with the characteristics of hazardous wastes, collect and compost Green Waste and collect and recycle Recyclable Materials from single family dwellings, multiple family dwellings, City, and commercial customers in the City of Hawaiian Gardens, and collect and recycle or dispose of Construction and Demolition Materials ("**C&D Materials**"); and

WHEREAS, City and Franchisee agree that, subject to City's exercise of its reserved flow control right under of this Agreement, the Franchisee will only utilize landfill or transformation facility destinations for the non-recyclable residential and commercial Solid Waste and Construction and Demolition Materials, which Franchisee will arrange to collect, that City's Chief Administrative Officer has approved in writing; the Franchisee is free at all times to petition the City for the inclusion or addition of any lawfully permitted facility and nothing in this Agreement or other action of the City shall be construed to give rise to any inference that the City has any title, ownership or right of possession of such Solid Waste; and

WHEREAS, Franchisee represents and warrants to City that Franchisee has the experience and qualifications to conduct recycling and waste diversion programs, to provide City with information sufficient to meet the City's reporting requirements to CalRecycle and any other State, County, or additional agencies with jurisdiction over the portion of the City's waste stream that is collected by the Franchisee, and that Franchisee shall submit any such data required by the City to meet its reporting obligations in a format approved by the City; and

WHEREAS, Franchisee represents that it employs qualified persons responsible for the day-to-day collection, safe transportation, and disposal of Solid Wastes and that such persons will operate equipment and otherwise conduct all activities in a safe manner which shall minimize the adverse effects of collection vehicles on air quality and traffic, and that Franchisee has the ability to indemnify City in accordance with this Agreement; and

WHEREAS, the City Council finds and determines pursuant to California Public Resources Code § 40059(a)(1) that the public interest, health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, the implementation of measures consistent with the City's Source Reduction and Recycling Element, would be served if Franchisee were to be awarded an exclusive Franchise for collection, recycling, diversion and disposal of Solid Waste from Customers in the City,

NOW THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: DEFINITIONS

Whenever any term used in this Agreement has been defined by the provisions of Chapter 6.12, 6.13, 6.14 and 6.15 of the Municipal Code or by Division 30, Part I of the California Public Resources Code, the definitions in the Municipal Code or the Public Resources Code shall apply unless the term is otherwise defined in this Agreement, in which case this Agreement shall control.

Except as provided in Section 1, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following respective meanings:

1.1 AB 939

“AB 939” shall mean the California Integrated Waste Management Act of 1989, Public Resources Code Section 40000 *et seq.* and regulations promulgated thereunder, as amended from time, to time.

1.2 AB 939 Program Payment

“AB 939 Program Payment” shall mean that annual fee established by the City and collected from the Franchisee to fund the administrative and related costs of the City for compliance with the Waste Diversion mandates of the State.

1.3 Agreed Upon Procedure

“Agreed Upon Procedure” shall mean the procedures and methodology approved by the City’s Chief Administrative Officer for review and audit of Franchisee’s records in addition to any and all additional documentation or reports that the City may request in connection with this Agreement for the purposes of conducting an audit.

1.4 Agreement

“Agreement” shall mean this Agreement for Provision of Comprehensive Solid Waste Services.

1.5 Bin

“Bin” shall mean any Solid Waste container of a capacity exceeding 100 gallons (i.e., a “dumpster”) and provided to customers by Franchisee.

1.6 Bulky Waste

“Bulky Waste” shall mean any large or small household appliance, electronic waste, universal waste, furniture, tires, carpet, mattress or similar large item discarded as Municipal Solid Waste from a Single-Family Residential Unit or Multi-Family Residential Unit.

1.7 Duty

To the extent that the franchise granted hereby is exclusive, it shall be so only if contractor is and shall be at all times ready, willing and able to perform its obligations under this Agreement, including but not limited to, collecting, transporting, and disposing of all Solid Waste generated within the City in accordance with the provisions of this Agreement and all applicable laws, rules and regulations.

1.8 Breach of Duty

After engaging in the procedures set out in Article 9 herein, if Franchisee, at any point during the term of this Agreement, cannot fulfill one or more of its duties under this Agreement, either partially or wholly, it shall be considered a “Breach of Duty”. Any and all notices related to a Breach of Duty shall be subject to the Notice Requirements of Section 12.4. See Article 9 for enforcement methods, procedures, and penalties.

1.9 Cart

“Cart” shall mean any molded Container provided by Franchisee of a size not to exceed 100 gallons with two or more wheels for easy carting by an individual.

1.10 Chief Administrative Officer

“Chief Administrative Officer” shall mean the Manager of the City or his or her designee(s).

1.11 City

“City” shall mean the City of Hawaiian Gardens, a municipal corporation organized under the laws of the State of California, and all of the territory lying within the municipal boundaries of the City as presently existing and, subject to the provisions of Attachment A, all geographic areas which may be added or annexed thereto during the Term of this Agreement.

1.12 City Facility

“City Facility” shall mean any building, park or other site owned, leased or used by the City.

1.13 Commercial and Industrial Units

“Commercial and Industrial Units” shall mean the Premises of a business that is not a City Facility, Single-Family Residential Unit or Multi-Family Residential Unit.

1.14 Compensation Schedule

“Compensation Schedule” shall mean that set of prices established by the City to compensate the Franchisee for the full costs of the collection, processing, recycling, composting, and/or transformation or landfill disposal of solid wastes, inclusive of all City fees and program costs.

1.15 Company

“Company” shall mean a corporation, entity or partnership organized and operating under the laws of the State of California and its officers, directors, employees, agents, companies and subcontractors.

1.16 Contract Year

“Contract Year” shall mean each annual period starting from the Effective Date and recurring thereafter from the Effective Date’s anniversary.

1.17 Contract Term

“Contract Term” shall mean a period of seven (7) years with an effective date of July 1, 2018 and will expire June 30, 2025. This exclusive franchise may be extended for up to three additional one (1) year terms at the sole option of the City.

1.18 Contractor

“Contractor” shall mean Commercial Waste Services, Inc., a corporation organized and operating under the laws of the State of California, and its officers, director, employees, agents, companies and subcontractors, as permitted under the Agreement.

1.19 Contractor’s Proposal

“Contractor’s Proposal” shall mean the proposal submitted by Contractor to City on, April 23, 2018 in response to a Request for Proposals dated February 26, 2018. Contractor represents and warrants that all representations set forth in Section 6 – “Work Plan and Methodology”, Section 11 – “Implementation Plan”, and Section 18 – “Proposal Enhancements” of Contractor’s Proposal are true and correct. Sections 6, 11 and 18 of Contractor’s Proposal are incorporated by reference into this Agreement and become part of this Agreement. Franchisee shall be held to all proposed services, programs, and rates set forth in Contractor’s Proposal and shall not be entitled to amend any provision therein without the express written consent of the Public Works Director and the Chief

Administrative Officer. Any failure to provide or complete any provision or service of Contractor's Proposal shall be considered a Material Breach and after engaging in the procedures set forth in Article 9 City will be entitled to seek any and all Enforcement actions as identified in this Agreement. To the extent that any portion of this Agreement contradicts Contractor's Proposal, this Agreement supersedes Contractor's Proposal and is the final written expression of the Parties' Agreement.

1.20 Construction and Demolition Debris (C&D)

"Construction and Demolition Material" or "C&D Material," shall mean any combination of building materials and Solid Waste resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting; plastic pipe and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

1.21 County

"County" shall mean the County of Los Angeles.

1.22 Curbside Recycling Fee

"Curbside Recycling Fee" shall mean that percentage of shared revenue, gross receipts, or other compensation from the sale, barter, or otherwise obtained by Franchisee due to the Franchisee's status as operator of the City of Hawaiian Gardens curbside recycling program, paid to the City on a schedule established hereto.

1.23 CPI

"CPI" shall mean the Consumer Price Index (CUUR0000SA0L1E) for All Urban Consumers (CPI-U), all items less food and energy index - U.S. city average, not seasonally adjusted.

1.24 Day

"Day" shall mean calendar day, unless otherwise stated in this Agreement.

1.25 Disposal Fee

"Disposal Fee" shall mean those costs imposed at the Disposal Site for the handling or dumping of Solid Waste collected by Franchisee.

1.26 Disposal Site

“Disposal Site” shall mean a permitted Solid Waste facility, transfer station, Material Recovery Facility or pre-processing facility.

1.27 Diversion

“Diversion” shall mean any combination of waste prevention (source reduction), recycling, reuse and composting activities that reduces waste disposed at landfills, provided such activities are recognized by CalRecycle as Diversion in its determination of the City's Diversion rate and compliance with AB 939. CalRecycle may limit Diversion considered to be achieved through Transformation/waste-to-energy, use of Green Waste as alternative daily cover (“ADC”) and other activities.

1.28 Effective Date

The “Effective Date” shall be the Franchise Start Date which will commence at 12:01 a.m. of July 1, 2018.

1.29 Facility

“Facility” shall mean any plant or site, owned or leased and maintained, operated or used by Franchisee.

1.30 Franchisee

“Franchisee” shall mean, Commercial Waste Services, Inc., a corporation, entity or partnership organized and operating under the laws of the State of California and its officers, directors, employees, agents, companies and subcontractors.

1.31 Franchise Documents

“Franchise Documents” shall mean Chapter 6.12, 6.13, 6.14, and 6.15 as the same exists or may be amended in the future of the Municipal Code of the City of Hawaiian Gardens, this Agreement, and any attachments hereto.

1.32 Franchise Start Date

“Franchise Start Date” shall mean the date on which the exclusive franchise granted by the Agreement with the City to commence to start services as identified in this agreement, which date shall be at 12:01 a.m. of July 1, 2018.

1.33 Franchise Term

“Franchise Term” shall mean the term of the exclusive franchise granted to Franchisee by this Agreement, which Franchise Term shall commence on the Franchise Start Date (12:01

a.m., July 1, 2018) and continue until 11:59 p.m., June 30, 2025.

1.34 Franchise Fee

“Franchise Fee” shall mean an amount paid Quarterly to City equal to Ten Percent (10%) of Gross Receipts collected during the preceding Quarter for any franchise service, or related service, provided under this Agreement. This franchise fee is a specific public benefit remitted to the City as part of its consideration for the right granted to provide exclusive Solid Waste Handling Services in recognition of this franchise and is not subject to any percentage reduction or “net-of-fees” computation. “

1.35 Green Waste

“Green Waste” shall mean any and all forms of biodegradable plant material which can be placed in a covered Container, such as wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, pruning(s), brush, and weeds as well as green waste. Tree stumps and limbs greater than three (3) inches in diameter are excluded unless they are reduced to a chipped form; otherwise, such large portions of Green Waste shall be considered Bulky Waste.

1.36 Gross Receipts

“Gross Receipts” shall mean all monies, consideration and revenue received by Franchisee in connection with the services carried out under this Agreement and shall include all Tipping Fees and/or other fees and/or taxes charged to and collected by Franchisee and thereafter passed-on to Franchisee’s customers under this Agreement, subject to any requirements of Proposition 218. Copies and/or proof of gross monthly receipts may be requested at the sole discretion of the City with thirty-days’ (30) notice. Failure to provide or cooperate with City in providing these documents equates to a Material Breach under this agreement.

1.37 Hazardous Waste

“Hazardous Waste” shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95

(Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.* (42 U.S.C. § 9601); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

1.38 Holiday

"Holiday" shall mean holidays prescribed by the City of Hawaiian Gardens specific to Franchisee service. These prescribed holidays include: New Year's Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day, and Christmas Day. All collection activities scheduled during a prescribed Holiday shall be collected on the following non-holiday collection day.

1.38.1 Residential Holiday Exception

Contract effective date is July 1, 2018, however the normal collection date for the residential route is Wednesday, which falls on July 4, 2018, a holiday. City requires that Franchisee provide services as normal on July 4, 2018 even though it is a national holiday. This is required in order to maintain a smooth transition from previous franchisee to new franchisee. Additionally, all noted holidays that fall on Wednesday for residential collection, except as defined in Section 1.38 "Holiday", shall be collected on Wednesday; there will be no exceptions to this collection schedule unless authorized by Resolution from the City Council. City will not be responsible for any additional costs associated with Franchisee performing services on any aforementioned holiday.

1.39 Household Hazardous Waste or HHW

"Household Hazardous Waste" or "HHW" shall mean that waste resulting from products purchased by the general public for household use which, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial

known or potential hazard to human health or the environment when improperly treated, disposed, or otherwise managed.

1.40 Household Waste

“Household Waste” shall mean that waste normally generated by a Single-Family Residential Unit or a Multi-Family Residential Unit.

1.41 Infectious Waste

“Infectious Waste” shall mean waste capable of producing an infection or pertaining to or characterized by the presence of pathogens including, but not limited to, certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals and medical testing labs and any waste that includes animal wastes.

1.42 Materials Recovery Facility

“Material Recovery Facility or MRF” shall mean a transfer station which is designed to, and as a condition of its permit, shall, recover for reuse or recycling, at least fifteen percent (15%) of the total volume of material recovered by the facility as set forth in Public Resources Code Section 50000(a)(4).

1.43 Material Breach

A breach is considered “material” under this agreement pursuant to Article 9 of this Agreement, if the following situations occur (this list is not all-inclusive, but shall include): failure to submit payments on-time and/or in the proper amount, failure to act in good faith, failure to provide adequate service to the City’s businesses and/or residents, failure to meet the required diversion amounts, failure to report accurately, failure to cooperate with request for documents, or failure to cooperate with audit procedures. Any fees and/or penalties including but not limited to liquidated damages, shall become due upon notification of Material Breach and after engaging in the procedures set forth in Article 9 of this Agreement. City may charge 1.5% interest per month for each month Franchisee fails to remit payment.

1.44 Maximum Rate Schedule

“Maximum Rate Schedule” shall mean that schedule of rates charged to Residential Units and Commercial and Industrial customers located in the City (and/or annexed property) by Franchisee for Franchisee’s waste hauling services, which Maximum Rates are effective as of the Effective Date of this Agreement and attached hereto in “Attachment B”. **There shall be no rate increase for a period of two (2) years from the effective date of Agreement.** Any rate increase requests following this period shall be subject to the Maximum Rates as identified in Attachment B of this agreement.

1.45 Multi-Family

“Multi-Family” shall mean a development of five (5) or more Residential Units, including a condominium project, duplex, townhouse project, apartment house, or mobile home park, irrespective of whether residence therein is transient, temporary or permanent, such that all Residential Units dispose of Solid Waste and/or Recyclable Materials in a communal Bin(s) at centralized locations.

1.46 Oil Waste

“Oil Waste” shall mean used motor oil and used oil filters.

1.47 Owner

“Owner” shall mean the person, organization or corporation holding the legal title to the real property constituting the Premises to which solid waste management services are provided or required to be provided. For the purposes of provisions in this Agreement pertaining to the sending of notices, billings or other communications by Franchisee to an Owner, Franchisee may regard as the Owner the person, organization, corporation or other entity shown in the records of the Assessor of the County or as may be indicated by documents recorded in the Office of the Recorder of the County.

1.48 Premises

“Premises” shall mean any parcel of land, building(s) and/or structure(s), or portion thereof, in the City where Municipal Solid Waste is produced, generated or accumulated and which is billed as one customer or one Multi-Family complex.

1.49 Performance Bond

“Performance Bond” shall guarantee Franchisee’s faithful performance of waste hauling services under the auspices of this Agreement, including without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement. The bond shall be unconditional and remain in full force and affect during the entire term of this Agreement and shall be null and void, if and only if, City in its sole discretion, determines that Franchisee has performed all duties and paid all fees and payments as identified in this agreement. The Performance Bond shall be in the sum of ONE MILLION DOLLARS (\$1,000,000.00), in the form provided by the Chief Administrative Officer.

1.50 Proposition 218

“Proposition 218” shall mean Articles XIII C and XIII D of the California Constitution and any implementing legislation promulgated thereunder, as may be amended from time to time.

1.51 Rate Increase

Franchisee shall be entitled to request a rate adjustment annually on the agreement anniversary of July 1 per the requirements of the Maximum Rate Schedule as identified in Attachment B. There shall be no Extraordinary Rate increases during the entire term of this agreement. A rate increase shall be considered "extraordinary" if the request is over the allowable adjustment percentage/formula as stated in Attachment B, and/or is unsubstantiated in any way.

1.52 Recyclable Container

"Recyclable Container" shall mean any Bin or Cart provided by the Franchisee for the collection of Recyclable Materials.

1.53 Recyclable Material

"Recyclable Materials" shall mean any product salvaged or collected for the purpose of reprocessing or remanufacturing including, but not limited to, glass, newsprint, aluminum, cardboard, plastics or metal.

1.54 Recycling/Recycle

"Recycling" shall mean the processing of Recyclable Materials for the purpose of returning them to the economy in the form of raw materials for new, reused, or reconstituted products. Recycling does not include use of Solid Waste for conversion to energy.

1.55 Refuse

"Refuse" shall mean putrescible and non-putrescible Solid Waste.

1.56 Residential Unit

"Residential Unit" shall mean any individual dwelling unit used for or designated as a single-family residential as either (i) a Single-Family Unit or (ii) a single unit in a Multi-Family Unit.

1.57 Solid Waste

"Solid Waste" shall mean all solid wastes generated by residential, commercial, and industrial sources, and all solid waste generated at construction and demolition sites, and at treatment works for water and waste water, which are collected and transported under the authorization of the City or are self-hauled by residents or contractors. Municipal Solid Waste does not include agricultural crop residues, mining waste and fuel extraction waste, forestry wastes, ash from industrial boilers, furnaces and incinerators or Hazardous Waste, any waste which is not permitted to be disposed of at a Class III landfill and which fall within the definition of "Nonhazardous Solid Waste" set forth in Title 23, Chapter 15,

Section 2523(a) of the California Code of Regulations as amended or designated Class II wastes.

1.58 Single-Family

“Single-Family” shall mean Premises used or designated for residential use and consisting of four (4) or fewer Residential Units, such that each Residential Unit receives its own set of Carts and individual curbside collection services therefore.

1.59 Source Reduction

“Source Reduction” shall mean the process of reducing the amount of waste produced by the person or organization generating such waste. Source Reduction occurs through the use of alternative goods and products and/or the reuse of goods and products.

1.60 Source Separated

“Source Separated” shall mean the segregation, by the generator, of materials designated for separate collection for some form of materials recovery or special handling.

1.61 Term

“Term” shall mean the effective period of this Agreement as defined in Section 2.5.

1.62 Tipping Fee

“Tipping Fee” shall mean the common name for and has the same meaning as Disposal Fee.

1.63 Transformation

“Transformation” shall mean incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

1.64 Waste Diversion or Diversion

“Waste Diversion” or “Diversion” shall mean diversion from Disposal Sites or transformation facilities (including incineration, pyrolysis, distillation, gasification or biological conversion) through source reduction, Recycling and composting, as provided in Section 41780 of the Act, provided that “Divert” or “Diversion” shall include delivery to transformation facilities if the overall Diversion achieved by the Town is at a level where delivery to such facilities shall be considered Diversion pursuant to the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 *et seq.*).

1.65 Waste Generator

“Waste Generator” shall mean a person as defined by the Public Resources Code, whose act of process produced Solid Waste as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

1.66 Work Plan

“Work Plan” shall mean the Franchisee’s prepared proposal pursuant to the Request for Proposals (RFP) and identified as “Attachment G” of this Agreement.

ARTICLE 2: GRANTS AND ACCEPTANCE OF FRANCHISE

2.1 Documents

The Franchise Documents consist of Chapter 6.12 through Chapter 6.15 as the same exists or may be amended in the future of the Municipal Code of the City of Hawaiian Gardens, this Agreement, the request for proposal response of the selected firm awarded the Franchise, and any attachments hereto. All of the provisions of the Franchise Documents are incorporated and made a part of this Agreement as though set forth in full. Nothing shall prevent the City from amending Chapters 6.12-6.15 of the Municipal Code or from adopting such other and further legislation as the City deems necessary or appropriate; provided, however, that the City shall give Franchisee ten (10) days, notice prior to considering any amendment to Chapter 6, if such amendment would affect costs of revenue under this Agreement; provided, however, failure to give such notice shall not invalidate the amendment.

2.2 Enforcement of Exclusivity

Contractor shall be responsible for enforcing the exclusivity of this Agreement (except as provided in Section 2.11 below). City shall have the right to enforce the exclusivity provisions hereof if, in its absolute and sole discretion, it chooses to do so, but shall have no obligation to do so for the benefit of Contractor or otherwise. City additionally shall have the right, but not the obligation, to request that Contractor enforce the exclusivity provisions hereof. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. For example, Contractor may be asked to notify City of inappropriately placed Containers and to place warning tags on such Containers. City may direct Contractor to impound such Containers in accordance with the City's Municipal Code; Contractor may be entitled to charge Container owners City-approved fees for such impounding with advance written City approval. If Contractor requests that City take administrative, law enforcement, or other legal action to protect Contractor's exclusive rights, or otherwise enforce the exclusivity of this Agreement (including the adoption of any resolution or ordinance intended to facilitate the enforcement of the exclusive rights granted herein), Contractor shall reimburse City for all administrative, law enforcement, or other legal costs and fees related to any such action.

Contractor's obligation to reimburse City shall not apply to any criminal enforcement by City.

2.3 Effective Date

The term "Effective Date" shall be the agreement start date which will commence on at 12:01 a.m. of July 1, 2018, regardless of the date which the agreement is executed.

2.4 Execution Date

The date of execution is the date at which both parties sign ("execute") the agreement.

2.5 Franchise Term

The term of this Agreement (the "Term") shall commence at 12:01 a.m., July 1, 2018 and shall expire on 11:59 p.m. June 30, 2025.

2.6 Option to Extend

The City and the Franchisee may mutually consent to extend this Agreement by three (3) additional one-year periods, thus creating a maximum ten-year Term. Franchisee may also make a proposal to the City Council to extend, renew, or enter into a new Agreement six (6) months prior to the end of the Term. The City is under no obligation to grant any requested extension or new agreement proposed by the Franchisee. Under no circumstance shall this agreement or any terms contained herein be modified verbally by either party.

2.7 Grant of Franchise

The City grants to Franchisee and Franchisee shall have during the Franchise Term, the exclusive franchise, right, license and privilege (except as provided in Section 2.11 below) to engage in, the business of collecting and transporting all Solid Waste and Recyclable Materials generated within the City. It is expressly understood that the Solid Waste management business is conducted by Franchisee and not City, and while City grants the right to conduct the business within the terms of this Agreement, the Franchisee must determine what personnel to employ, terms and conditions of employment; what equipment to utilize and at what cost, rates, and charges to establish for customers; and all methods, costs, obligations, and mechanisms to undertake the terms of the franchise.

2.8 Duty

To the extent that the franchise granted hereby is exclusive, it shall be so only if contractor is and shall be at all times ready, willing and able to perform its obligations under this Agreement, including but not limited to, collecting, transporting, and disposing of all Solid Waste generated within the City in accordance with the provisions of this Agreement and all applicable laws, rules and regulations.

2.9 Breach of Duty

After engaging in the procedures set forth in Article 9 of this Agreement, if Franchisee, at any point during the term of this Agreement, cannot fulfill one or more of its duties under this Agreement, either partially or wholly, shall be considered a "Breach of Duty". Any and all notices of a Breach of Duty shall be subject to the Notice requirements of Section 12.4. See Article 9 for enforcement methods, procedures, and penalties.

2.10 Annexations

This Agreement shall extend to any territory annexed to the City during the Term that is not covered by an existing Solid Waste permit, license, agreement or franchise granted by another public entity shall be added hereto, except to the extent that collection by Franchisee within that annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Franchisee to fulfill any requirement necessary for Franchisee to serve the annexed area. The "Maximum Rate Schedule" in Attachment B, shall be applicable to any annexed territory that Franchisee services during the term of this agreement.

2.11 Scope of Franchise; Mandatory Service and Exclusions

The franchise granted to Franchisee shall be exclusive within City limits such that Franchisee shall be the sole provider of general Solid Waste and Recyclable Materials hauling services to City residents and businesses. To this end, at all times during the Term of this Agreement, the City shall require the Owner of each Single-Family Residential Unit, Multi-Family Residential Unit, Commercial Unit, and Industrial Unit where Solid Waste is produced to subscribe to the collection service provided for in this Agreement and in Chapters 6.12-6.15 of the Municipal Code. The hauling services franchise herein granted shall be subject to the following exclusions:

2.11.1 Intergovernmental Immunity

All (i) universities, (ii) school districts, (iii) other state agencies, (iv) any other governmental entity that is not subject to the City's police powers, and (v) the exclusivity provisions of any ordinance to be adopted by the City;

2.11.2 Self-Hauling Exclusions

Self-hauling by City residents, commercial businesses, and contractors within the City who may elect to opt out of the services provided for by the Franchisee include the following:

- i. Self-haul materials, which are generated by a residential or commercial entity and delivered by that entity directly to a recycling facility, transfer station, or disposal facility.

- ii. Removal of materials from a premise by a contractor as an incidental part of a gardening, landscaping, tree trimming, pruning, cleaning, maintenance, construction, or similar service offered by that contractor rather than as a hauling service, provided that the hauling is performed by the contractor itself and not a subcontracted hauling company.
- iii. Removal of construction and demolition debris from a construction site by the construction contractor, provided that the hauling is performed by the contractor itself and not a subcontracted hauling company. (Ord. 518 § 1, 2007).
- iv. Sale or Gift of Recyclable Materials. This Agreement does not prohibit any person from selling Recyclable Materials or giving Recyclable Materials away to persons or entities other than the Franchisee; however, in either instance: (1) the Recyclable Materials must be segregated from and not mixed with Solid Waste; and (2) the segregated solid waste material cannot have a contamination level of greater than 10%, measured by weight or volume. Specifically, "contamination" would encompass any putrescible or non-putrescible material not specifically targeted for segregation. A discount or reduction in price for collection, disposal and/or recycling services for any form of unsegregated or segregated Solid Waste, regardless of contamination level, is not a sale or donation of Recyclable Materials and such Solid Waste does not qualify for this exception; and
- v. Other Services: Niche Recycling Services. City reserves the right to enter into agreements with other entities for the collection, recycling, and disposal services not provided for in this Agreement, including but not limited to catch basin clean-outs, household hazardous waste collection, and "niche" recycling services which Contractor does not currently provide; and
- vi. Recyclable Materials Drop Off. Recyclable Materials not "discarded" by an Owner of Premises which is disposed of at legally mandated public redemption centers that comply with all reporting and other requirements imposed by any political entity having jurisdiction over those redemption centers; and
- vii. Emergency Collections. The casual or emergency collection, removal, disposal or Diversion of Solid Waste by the City through City officers or employees in the normal course of their employment; and
- viii. Legally-Required Exemptions. Other collection, removal or disposal activities required to be exempt from mandatory franchise services pursuant to law, or entities exempt from such franchise pursuant to State or Federal law, including but not limited to Non-City governmental entities located within City boundaries.

2.12 City's Right to Direct Charges

2.12.1 General

City may direct Contractor to perform additional services (including new Recycling or other Diversion programs, additional Solid Waste processing, etc.) or modify the manner in which it performs existing services or Bills for services. Pilot programs and innovative services which may entail new Collection methods, and different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which City may direct. Contractor acknowledges that State law may increase the Diversion

requirement or require new programs during the term of this agreement and Contractor agrees to propose services to meet such new requirements. Contractor shall be entitled to either a rate adjustment or additional Contractor Compensation for providing such additional or modified services, including a pre-tax profit factor equal to ten percent (10%) of the incremental cost of such additional or modified services. If City and Contractor cannot agree on compensation for new or additional services within ninety (90) days from the date City first requests a proposal from Contractor, then City may contract with other parties for such services, which shall be considered exempt from the exclusivity provisions of Section 2.11.

2.12.2 New Diversion Programs

Contractor shall present, within thirty (30) days of a request to do so by City, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed
- Processing methods
- Equipment to be utilized (number of vehicles, types, etc.)
- Labor requirements (number of employees by classification)
- Type(s) of Containers to be utilized
- Type(s) of material to be collected
- Provision for program publicity/education/marketing
- One-year projection of the financial results of the program's operations in an operating statement format, including documentation of the key assumptions underlying the projections, and the support for those assumptions

2.13 Representations and Warranties of Franchisee

2.13.1 Corporate Status

Franchisee, doing business as Commercial Waste Services, Inc., a company duly organized, validly existing and in good standing under the laws of the State of California. Franchisee is qualified to transact business in the State of California and has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.13.2 Corporate Authorization

Franchisee has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Franchisee (or the shareholders if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise, to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Franchisee have authority to do so. Entering into this Agreement does not violate any provision of any other Agreement to which Franchisee is bound.

2.13.3 Accuracy of Representations

The representations and warranties made by Franchisee in Section 6- "Work Plan and Methodology, Section 11 - "Implementation Plan", and Section 18 - "Proposal Enhancements" are true and correct on and as of the Effective Date of this Agreement.

ARTICLE 3: ADMINISTRATIVE, FRANCHISE & FEES

3.1 Franchise Fee

Franchisee shall pay a quarterly fee to City equal to Ten Percent (10%) of Gross Receipts collected the preceding quarter for any franchise service, or related service, provided under this Agreement. This franchise fee is a specific public benefit remitted to the City in recognition of the granting of this franchise and is not subject to any percentage reduction or "net-of-fees" computation without the express approval of the City Council. Franchise Fee payments are due 30 days after each preceding quarter's end, up to and including the final month of this Agreement. Any under-payment or non-payment of franchise fees is subject to a late payment penalty of 1.5% per month, or any fraction of a month beyond the prescribed due date. This is an agreed upon penalty that is cumulative upon any balances owing or subsequently found as owing through audit or other means. Gross Receipt breakdown shall be submitted with the Quarterly Franchise Fee payment. Failure to timely and accurately pay the Franchise Fee is considered a material breach of this Agreement.

3.2 Annual Program Payments

Contractor shall make the following annual payments to the City on the anniversary date of this Agreement. Failure to make annual payments on the prescribed date is considered a material breach of this Agreement:

- i. AB 939 Program Payment: An "AB939 Program Payment" in the amount of twenty thousand dollars \$20,000 is to be remitted by the Franchisee on an annual basis to reimburse the City for costs related to compliance with State recycling mandates, City staff expense for oversight and review of Contractor recycling activities, and the cost of professional consulting services determined as necessary and/or beneficial by the City.; and
- ii. Performance Audit Program Payment: An annual payment in the amount of twenty-five thousand dollars \$25,000 for a third-party review and audit of contractor performance, record keeping, and fee calculations. Such an audit will verify the accuracy of franchise and curbside recycling fee payments as well as the Contractor's implementation of programs, maintenance of records, and general compliance with the terms of this Agreement.; and

3.3 Current Fees, Bond(s), Payments – Due upon Contract Execution

The following actions shall constitute conditions precedent to the effectiveness of this

Agreement:

- i. The approval, execution and effectiveness of this Agreement shall have been successfully completed as described in Section 2.3 & 2.4 hereof; and
- ii. In exchange for a the City granting the franchise pursuant to this Agreement, Franchisee shall pay to City a one-time administrative fee, **to be paid within thirty-days (30) of the Agreement Execution Date** as described in Section 2.4 hereof, to reimburse the City for all costs related to the preparation of the Request for Proposals that led to the selection of the Franchisee, and the City's legal fees (attorneys' fees and costs) and professional fees (consultant fees and costs), incurred in the negotiation, research and drafting of this Agreement which amount shall be one hundred thousand dollars (\$100,000.00). Failure to submit this payment to City within the prescribed time-period equates to a Material Breach, and all provisions of this agreement including the procedures set forth in Article 9 apply.
- iii. The Franchisee shall submit a surety Performance Bond of One Million Dollars (\$1,000,000.00).

3.4 Future Fees

In the event that City implements a new fee (or increases an existing fee beyond the amount contemplated under this Agreement) Contractor shall be entitled to a rate adjustment in an amount sufficient to recover the fee from Customers. City may elect to have Contractor pay monthly, or on another schedule as City identifies. City may set deadlines and late fees, and additional fees would be subject to audit. Conditions to Effectiveness of Agreement.

Each payment of the Annual Program Payment(s) and Franchise Fee Payments shall be accompanied by a statement setting forth the Franchisee's computations and the total of fee due. Each statement shall include the following certification executed by an officer of the Franchisee:

"I hereby certify that the foregoing statement is made by me, that I am authorized to make such statement, and that, to the best of my knowledge and belief, it is true, correct and complete."

ARTICLE 4: SOLID WASTE COLLECTION SERVICE OPERATING REQUIREMENTS

4.1 General Standards

The work to be performed pursuant to this Agreement shall include the furnishing of all supervision, labor, materials, equipment, tools, expertise and any other items necessary to perform the services described in this Agreement. All work shall be accomplished in a courteous, thorough and workmanlike manner and adhere to the highest standards consistent with the best practice in the industry.

4.2 Collection Routes.

The Contractor shall establish and maintain Collection routes in such manner to provide for the uniform and efficient collection of City Solid Waste from all Residential Premises and Commercial Premises on a Monday-through-Saturday basis. Residential Cart Collection routes shall maintain the Collection days in effect immediately prior to the start of service under this Agreement, unless and until City approves a change request. See Attachment A for City map by Residential Cart Collection day. City shall not be obligated to adjust parking restrictions to accommodate Collection routes. The Contractor shall not schedule City Solid Waste collection on Sundays, except as specified in this Agreement or as authorized by the Public Works Director. At all Residential Premises and Commercial Premises which require more than one (1) collection per week, the Contractor shall schedule collections at equally spaced intervals throughout the work week, or as approved by the Public Works Director.

4.3 Compliance with Transition Plan and Services

In performing its obligations under this Agreement, the Contractor shall comply with Sections 6, 11 and 18 of Contractor's Proposal and the Transition Plan contained in Attachment G and shall at all times comply with the service requirements contained in this Agreement. To the extent that any portion of the Transition Plan or this Agreement contradicts Contractor's Proposal, this Agreement supersedes Contractor's Proposal and is the final written expression of the Parties' Agreement. Failure to meet any deadlines or requirements in said Sections may result in the imposition of liquidated damages after following the procedures set forth in Article 9 of this Agreement. City represents and warrants that it is not currently aware of any breaches by Contractor of the Transition Plan or Section 6, 11 and 18 of Contractor's Proposal. Any changes to services shall be reflected in a formal amendment to this Agreement. The City shall have the right at any time to direct the Contractor to change, amend, modify or otherwise revise the services; provided, however, that the Contractor shall be entitled to an adjustment in an amount equal to any increased costs resulting from such amendment, modification or revision of the services to the extent provided in Attachment B plus a profit of ten per cent. The Contractor also may request the City to approve any such revision, which the Contractor may propose. The City's approval of any such request may be withheld or delayed in the City's sole and absolute discretion. Any such revision directed or approved by the City shall be incorporated into this Agreement and shall be evidenced by formal amendment thereto. Upon such direction or approval by the City, the Contractor shall notify all affected Service Recipients at least fifteen (15) days prior to implementing the revision(s).

4.4 Standards of Performance

4.4.1 Availability of Franchisee

Franchisee has established and shall continue to maintain a local office for the purpose of receiving customer payments and handling customer inquiries, orders and complaints. The "local" office must remain in a location within fifteen (15) miles of the City boundary and

having the same telephone area code as that existing in the City. The local office shall be open to the public between the hours of 8:00 a.m. to 5:00 p.m., five (5) days per week, Monday through Friday, including Holidays. A representative of Franchisee shall be available during office hours for communication with the public at such local office. Additionally, the Franchisee shall continue to employ the services of a telephone answering exchange for calls during non-business hours and provide a telephone system sufficient and adequate to handle calls during peak periods. The Franchisee shall provide the City's Chief Administrative Officer and the City's Police and Fire Departments with any updated emergency telephone numbers. Franchisee shall have a representative or answering service available at said telephone number every day for each 24-hour period, regardless of holidays, except those holidays identified in Section 1.38.

4.5 Residential Collections

4.5.1 Residential Cart Services

Collection service for Single-Family Residential Units and Multi-Family Residential Units shall occur once per week (*every Wednesday citywide*) on a schedule approved by the Chief Administrative Officer.

Franchisee shall have the option of proposing a new residential collection route/schedule upon approval of Chief Administrative Officer, but shall under no circumstance be allowed to charge more than the "Maximum Rate Schedule" in Attachment B.

4.5.2 Collection Quantities

The basic service level and rates specified in the Compensation Schedule shall be the default collection quantity. For single-family residential customers, and multi-family customers as designated by the City, that is the designated 96-gallon refuse, 96-gallon recycling, and 64-gallon green waste carts listed therein. For multi-family, commercial, and industrial customers that is a one (1) to six (6) cubic-yard bin. Collection of lesser or additional collection quantities, including the use of alternatively sized containers shall be the right of the Franchisee's customers, provided the container size is listed in the Compensation Schedule and ascribed a specific franchise rate, and that any lesser service collection quantity is reasonably compatible with the customer's waste generation quantities. The City shall be the ultimate arbiter of collection quantity disputes between the Franchisee and its customers.

4.5.3 Containers

- i. ***Multi-Family Containers & Collections.*** Multi-Family complexes utilize one or more Franchisee Provided Container(s) (generally at least one Bin for Solid Waste) located at a central on-site location and shared by multiple Residential Units. The location of Containers and the location for automated collection therefrom in Multi-Family complexes shall be mutually-agreed as between the Multi-Family site management and Franchisee, excepting that any storage or placement of Multi-

Family Containers in public streets or rights-of-way shall be subject to the prior written approval of the City.

Multi-Family complexes consisting of five (5) units or more are by mandate, required to recycle pursuant to AB 341 "*Mandatory Commercial Recycling*". Franchisee shall process all Multi-Family Bin Waste at a fully permitted Materials Recovery Facility (MRF) and shall divert a minimum of fifty-percent (50%) of the collected waste.

- ii. ***Residential Containers & Collections.*** Automated collections for residential units (i.e., stand-alone Single-Family Units or Multi-Family units designated by City as eligible for cart services) shall be made from the curbside or from alleyways adjacent to the Residential Unit. Residents may elect to place Containers at an alternate collection location, if approved by Franchisee, provided that the placement and retrieval of containers complies with the requirements of the Municipal Code. Each Single-Family unit shall receive from Franchisee, at a minimum, one Solid Waste Cart, one Recyclable Cart, and one Green Waste Cart, pursuant this document.
- iii. ***Charges for Franchisee-Provided Containers.*** The cost to customers for each Franchisee Provided Container (Carts, Bins or Recycle Containers) is built-in to the Maximum Services Rates attached hereto in Attachment B.

4.6 Valet Service

Residents physically unable to roll their automated Carts to and from the point of collection may request valet service. Contractor will be required to remove the Carts from the backyard or other location(s) of Cart storage, to the curb for collection, and return said Carts to their original storage locations by 6:00 p.m. the same day of service at no additional cost.

An annual verification process will be initiated, providing evidence of physical disabilities. City and Contractor will utilize the California Department of Motor Vehicles handicap license as evidence of physical disability. If customer does not possess a driver's license, then City and Contractor shall determine another course of verification.

4.7 Low-Income Senior Citizen Discount

Franchisee shall offer a low-income senior discount available to qualifying customers age 65 and older who also qualify for Edison's low-income discount (Care Program). Customers will have to show their qualifying utility bill or related information. The discount will be available only for automated residential Cart customers and will be 10% off the standard service rate attached hereto in Exhibit "B". Low-Income Senior service level shall be 64-gallon residue Cart, 64-gallon Recycling Cart and a 64-gallon Green Waste Cart.

4.8 Organics and Food Waste Recycling (Optional)

Franchises shall provide an Organics program to all Multi-Family units that are required to

have a program based on AB 1826.

Franchisee shall provide an optional program and pricing for implementing a Residential "Program" that includes Food Waste recycling pursuant to the recycling requirements of SB 1383 (2016). This proposal and implementation of this Program shall not be required until the first anniversary of the effective date of this agreement.

4.9 Collection of Bulky Waste

4.9.1 Residential Bulky Waste

Franchisee shall provide Bulky Waste collection to both single and multi-family residential customers, at no additional charge, on a five (5) time per year basis. Bulky Waste as defined by the City shall include electronic and universal waste items. A Customer shall have the right to five (5) Bulky Items pickups per year, with up to six (6) items per pickup. Such pickups shall take place on the regularly scheduled collection day of resident so as reduce resident confusion. Franchisee will establish the bulky waste collection schedule with the Chief Administrative Officer prior to each contract year. Franchisee will include this schedule of bulky waste collection in their residential customer billings and bi-annual newsletter.

4.9.2 Abandoned Bulky Waste Collections

Franchisee shall collect and remove at no charge any abandoned bulky waste items dropped in City public right-of-way areas, at City parks, and other public locations. Collection shall be made within 24 hours of notice by the City or a customer of the Franchisee. City expects that the Franchisee will provide a suitable collection vehicle and have such vehicle available to perform needed collections for up to three hours per day, Monday through Friday, between 7:00 a.m. and 4:00 p.m., with no service on holidays.

4.9.3 Additional Bulky Items Service

Should a residential customer require additional bulky item collection service in excess of the five bulky item collections per year or items in excess of six (6) items per pick-up, customer shall be charged a fee for such service per the Maximum Customer Rates (Attachment B).

4.9.4 Bulky Item Reporting

Franchisee shall submit a weekly report to the City identifying the following:

- Account Number
- Customer Name
- Date of Request
- Date of Service
- Service Address
- Service Description

4.10 Christmas Tree Pickup

Franchisee agrees to collect Christmas trees at no additional charge to residents for a four (4) week period beginning December 26th of the applicable calendar year.

4.11 Mulch Give-A-Way

Franchisee shall not be required to conduct this program during the first year of service. However, Franchisee shall be required to conduct no less than two (2) mulch give-a-way opportunities per calendar year beginning on the first anniversary of the effective date of Franchise agreement for city residents and no additional cost. Commercial entities and landscape firms are not subject to this program no cost program.

4.12 Public Outreach Programs

Franchisee shall implement a City-approved Multi-Lingual (English/Spanish/Korean) format: public outreach to coincide with the start of Residential collection services. This public outreach must clearly establish the billing procedures, explain the billing format, clearly describe the customer's responsibilities, and provide a customer service number for the Franchisee. In addition, Franchisee shall establish and maintain the following public educational programs and efforts in Multi-Lingual (English/Spanish/Korean).

- i. **Initial Mailing:** At least fifteen (15) days prior to the start of franchise services and collection under this agreement, Franchisee shall prepare and mail to each service recipient an initial mailing explaining the transition from the existing service program to the new program as defined in this Agreement. The initial mailing shall describe changes, route changes (if any), schedule of important program dates, Recycling programs, and other pertinent information.
- ii. **Instructional "How-to" Packet:** Franchisee shall prepare a "How-to" An information packet shall be provided to each Customer at the start of service under this Agreement and to each new Customer throughout the Agreement term. This packet shall: describe available services (including available Recycling and Diversion programs and their benefits); provide instructions for proper use of the Carts and Bins provided (such as how to place Carts or other permitted items for Collection and the types of materials to be placed in each Cart); detail holiday Collection schedules; and provide Billing and Customer service telephone numbers. This packet will contain updated information on how to use Containers, when, where and how to place Solid Waste for Collection, and whom to contact with service or Billing questions, and for Bulky Item pickups. The packet should also clearly indicate what materials, such as syringes and other HHW, should not be disposed of in these Containers.
 - a. Additionally, beginning on the first anniversary of the effective date of Agreement, Franchisee shall be required to send another brochure including all information as required above, as well as instructions on how Customers should dispose of HHW and Sharps, such as information on the HHW drop-

off facilities, Sharps program, and other available programs that are not currently considered "core" services. "Core" services shall include all programs identified in this agreement unless otherwise identified as having a start date beginning on the anniversary of the effective date of the Agreement.

- iii. **City-Wide Newsletter:** Franchisee shall prepare a semi-annual newsletter to be distributed to all single-family, multi-family, and commercial customers in the City. The City-wide newsletter shall be mailed to Franchisee's customers within two months of the anniversary date of this Agreement, and approximately six months thereafter, and shall be subject the review and approval by the City prior to each distribution. The newsletter shall discuss various important topics in waste management, including but not limited to local recycling programs, source reduction opportunities, and important developments in waste management practices that are pertinent to City residents.
- iv. **Franchisee Website:** Franchisee shall develop and maintain an up-to-date website about Franchisee, its services, the parameters of any recycling or source reduction programs administered by Franchisee, and a description of any methods by which customers can contribute to higher levels of recycling and source reduction.
- v. **Bulky Waste Program:** Franchisee shall implement that Bulky Waste outreach programs described in Section 4.9 hereof.
- vi. **Waste Diversion Outreach:** Franchisee shall implement those educational efforts regarding Waste Diversion and strategies therefore as described in Section 5, Waste Diversion, hereof.
- vii. **Billing Changes:** Franchisee will implement billing services. Franchisee shall provide/mail all customers a notification within thirty (30) days of the start of the franchise Agreement, informing each customer the billing schedule and payment procedures. The notices shall be reviewed and approved by the City.
- viii. **Oil Waste:** Franchisee shall include public outreach efforts regarding Oil Waste in the semi-annual newsletter.
- ix. **Billing Inserts:** Franchisee shall include any City requested billing insert, at no cost to the City or any customer of the Franchisee, for the term of this Agreement, provided said insert does not increase the Franchisee's cost of postage.
- x. **Corrective Action "Red-Tag" Notice:** Contractor shall develop a corrective action notification form, or "Red-Tag" notice, for use in instances where a Customer sets out inappropriate materials for Collection, that explains the appropriate manner for Disposal of such items

4.12.1 Collection Schedule

- **Notice of Residential Collection Schedule:** Once annually, Franchisee shall provide written route schedules and maps of the routes to the City's Chief Administrative Officer.
- **Changes in Residential Collection Schedule:** Any changes in the route schedule shall require the prior written approval of the Chief Administrative Office. City may require changes in the route schedule for, among other things, to improve service or resolve

complaints. Prior to the change of a route schedule, Franchisee shall provide written notice of the change to affected customers thirty (30) days in advance.

4.13 Commercial and Industrial Collections

Contractor shall collect and remove all refuse that is placed in bins at least once per week. Contractor shall provide 1, 2, 3, 6, 30 and 40 cubic yard bins, depending upon each customer's individual needs. Contractor will also service bins equipped with compaction devices or "compactors" that facilitate those few customers that require large self-enclosed roll-off serviced compactor. Contractor shall process all solid waste collected compactor and roll-off boxes for optimum recovery of recyclable materials prior to landfilling.

Contractor shall provide clean freshly painted Bins and Roll-off Boxes, free from graffiti, equipped with reflectors, and shall have the name and phone number of Contractor in letters not less than three (3) inches high on the exterior of each Bin and/or Box so as to be visible when the Container is placed for use. All Bins and Boxes must be kept graffiti free at all times. Within four (4) hours of visible or informed sighting, Contractor shall touch-up or replace any bin or box tagged with graffiti.

4.13.1 Frequency of Commercial and Industrial Service

Commercial and Industrial Units shall be provided with a minimum one-time weekly collection.

4.13.2 Commercial and Industrial Collection Locations

Unless expressly instructed by the City, Franchisee shall provide Franchisee Provided Containers only to those Commercial or Industrial Units that provide an appropriate location for such container in accordance with the Municipal Code.

4.13.3 Commercial Recycling

Pursuant to AB 341, Mandatory Commercial Recycling, contractor will offer both single-stream and comingled source separated recycling opportunities to all commercial customers. Any commercial customer wishing to implement an on-site recycling program will be provided the opportunity to add commercial bin or Cart recycling to their service. Customer may be charged a fee for such service per the Maximum Customer Rates (Attachment B). Proposer shall include a complete narrative of their proposed commercial recycling program in the Work Plan section of their proposal.

4.13.4 Commercial Organics Recycling

Pursuant to AB 1826, Mandatory Organics Recycling, contractor shall provide organics recycling to all commercial customers. Organics recycling, as defined by AB 1826, includes food waste, wood waste, green waste and food soiled paper. Proposer shall include

a complete narrative of their proposed Organics Recycling Program in the Work Plan section of their proposal.

4.13.5 Commercial AB 341 and AB 1826 MRF Processing

Commercial properties, meeting the thresholds determined by CalRecycle for Mandatory Recycling, selecting not to implement an on-site AB 314 Mandatory Commercial Program Recycling or an AB 1826 Mandatory Organics Recycling Program, shall have all residue materials processed at a Materials Recovery Facility (MRF). Franchisee shall recover and recycle at least 50% of the collected waste.

Those customers that implement AB 341 and/or AB 1826 recycling through a third-party recycler, must provide evidence to the Contractor and City that their respective program meets the requirements of CalRecycle requirements. Pricing, for the purpose of meeting AB 341 and/or AB 1826 requirements for customers refusing to implement said program, shall be charged a MRF processing and recovery fee pursuant to the Maximum Customer Rates (Attachment B).

4.14 Temporary Bin and Roll-Off Services

Temporary Bin service and temporary Cart services (i.e., a Container delivered to a residential, commercial, or industrial site for the collection and removal of Solid Waste or debris) shall be provided at the frequency and location desired by the customer in accordance with the requirements of the Municipal Code.

4.14.1 Temporary Bin and Roll-Off MRF Processing

Contractor shall provide exclusive permanent and temporary Bin and Roll-off Box Collection service upon request. Contractor shall process all Solid Waste Collected in Bins and Roll-Off Boxes to recover Recyclable Materials prior to landfilling. Contractor will provide standard 3, 10, 20, 30 and 40-cubic-yard standard Bins and Roll-off Boxes. The provision of compactor Roll-off Boxes, which are enclosed Containers attached to a compaction device, is not included in this Agreement. Providing Collection services for such compactor Roll-off Boxes is included. Roll-off Box service shall be billed at a rate inclusive of service and disposal or processing of up to seven (7) tons for standard Roll-off Boxes, up to nine (9) tons for compactor Roll-off Boxes, and up to ten (10) tons for clean dirt Roll-off Boxes. Tonnage above included tons shall be billed at the approved per ton rate based upon actual additional tonnage or fraction thereof. All Bins and Boxes must be kept graffiti free at all times. Within four (4) hours of visible or informed sighting, Contractor shall touch-up or replace any bin or box tagged with graffiti.

4.15 Free Service to City Facilities

The Franchisee shall collect not less than once per week, at no cost to the City, all Solid Waste, Green Waste and Construction and Demolition Debris from all City Facilities and City-owned public trash receptacles and recycling containers. A listing of such City

Facilities and their reasonably expected service levels are included in Attachment "D" of this Agreement. Any additional events or service requirements requested by City during the term of this Agreement shall be provided at no cost.

4.16 Development Review

Franchisee, upon City's request, shall assist the City in the review of applicants' plans for projects covered by Public Resources Code § 42911, including commercial and multi-family projects, to provide for effective and economical accumulation and collection of Solid Waste, Organic Waste and Recyclable Materials.

4.17 Good Corporate Citizenship

Contractor's commitment to good corporate citizenship as the holder of an exclusive franchise in the City is set forth in Exhibit E.

4.18 Citizen Complaints

The Franchisee shall respond to all complaints within twenty-four (24) hours and shall exercise due diligence to resolve all complaints. The City may, but is not obligated to, respond to complaints that have not been resolved within twenty-four (24) hours and may charge the Franchisee for the actual costs incurred. In connection herewith, Franchisee shall adequately staff its telephone system so that it is capable of handling all calls during peak business hours.

4.18.1 Record of Complaints

Franchisee shall maintain a record of all complaints received by mail, by telephone or in person (including date, name, address of complainant and nature of complaint) for a period of three (3) years. Franchisee will maintain records listing the date of consumer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by the Franchisee to resolve the complaint.

4.18.2 Disputes

Disputes between the Franchisee and its customers regarding the services provided in accordance with this Agreement may be resolved by the City; provided, however, the City shall not be obligated to resolve any such disputes. The Chief Administrative Officer or his/her designee shall have the ability to direct changes and/or resolution to any matters. Franchisee has the right to appeal to City Council, and Council by resolution may prescribe the procedures for processing customer complaints. City Council's decision shall be final and binding unless challenged in a court of competent jurisdiction.

4.18.3 Record of Non-Collected Materials

The Franchisee shall notify customers in the event any item left for disposal is not picked

up. Said notification shall be in writing, state Franchisee's telephone, address, and shall give the reason for non-collection. Reasons for non-collection may include but is not limited to the following: containers inaccessible to Franchisee (after Franchisee has made a reasonable effort to secure access); improper container or use of a non-Franchisee Provided Container; container overfilled; heavy container; or, the container includes Hazardous Waste. The Franchisee shall maintain a record of all items not collected and provide a copy of said record to the Chief Administrative Officer or his or her designee on a monthly basis.

4.18.4 Property Damage Caused by Franchisee

The Franchisee shall be responsible for the cost of repairing any property damaged by the negligent or intentional conduct of its employees or agents.

4.18.5 Quality of Service Surveys

The City requires that the Franchisee provide at its own expense, annually a "quality of service" survey of Franchisee's customers during the term of the Agreement. Prior to finalizing the survey form, the City shall review the survey with the Franchisee. Results of the quality of service survey shall be reviewed with the Franchisee and used to discuss improvements in service delivery.

4.19 Collection Route Audits

The City reserves the right to conduct audits of Franchisee's collection routes. The Franchisee shall cooperate with the City in connection therewith, including permitting City employees or agents, designated by the City, to follow behind the collection vehicles, and/or to dump the loads from targeted collection routes at a material recovery facility designated by the City, in order to determine waste composition. The Franchisee shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by the City to conduct such audits. The Franchisee will be required to pay the tipping fee at a City designated material recovery facility, for the purposes of a route audit, up to the amount contractually paid by the Contractor at the designated material recovery facility authorized under this Agreement. It will be the City's responsibility to pay any additional tipping fees.

4.20 Curbside Recycling Audits

Franchisee is required to conduct quarterly waste composition audits, at no charge to the City, of the solid waste collected from residents in curbside recycling containers. The purpose of this audit is to establish the materials and their relative percentages by weight, in the residential curbside waste stream. The City and/or its designee shall have the right to be present to oversee the Franchisee while this audit is conducted.

4.21 "On-Call" Equipment and Personnel

During normal business hours, the Franchisee shall have "on-call" at least one (1) truck to handle called-in pick-ups or missed collections. After normal business hours, the Franchisee shall have "on-call" the necessary manpower and equipment to respond to customer emergencies that are an immediate threat to life or property. Franchisee's on-call equipment and personnel shall also be available to assist the City with debris collection and removal within a reasonable time resulting from emergencies and natural disasters, excepting that nothing in this Section shall require Franchisee to collect, haul or dispose of waste that Franchisee is not permitted to handle.

4.22 Emergency Services

Franchisee shall assist City in the event of terrorist attack or major disaster, such as an earthquake, storm, riot or civil disturbance, by providing collection vehicles and drivers normally assigned to the City, at Contractor's actual costs. Contractor shall cooperate with City, county, state and federal officials in filing information related to a regional, state or federally-declared state of emergency or disaster or terrorist attack as to which Contractor has provided equipment and drivers pursuant to this Agreement.

4.23 Hours of Operation

4.23.1 Residential Hours

Collection services at each Single-Family Residential Unit and Multi-Family Residential Unit shall not start before 6:00 a.m. nor continue after 6:00 p.m. of any day.

4.23.2 Commercial Hours

Collection services at Commercial and Industrial Units shall not start before 6:00 a.m. nor continue after 6:00 p.m. of any day.

4.23.3 Revisions to Hours

City may, from time to time, revise the collection hours specified in this Agreement by duly adopted resolution.

ARTICLE 5: WASTE DIVERSION

5.1 Solid Waste Diversion

AB 939 currently sets the directive of diverting fifty percent (50%) of the City's Solid Waste. If the City fails to implement its required plans to achieve the aforementioned directive under AB 939, the California Integrated Waste Management Board ("Board") may impose administrative civil penalties of up to TEN THOUSAND DOLLARS (\$10,000.00) per day until the City implements its plans. The City requires the franchisee

to meet or exceed this State mandate by diverting fifty percent (50%) of the solid waste collected under this franchise agreement. Furthermore, City anticipates that the State Legislature will adopt new legislation that will increase the minimum diversion requirement. Upon the effective date of any new legislation that affects the diversion requirements currently imposed by AB 939, Franchisee agrees to implement a revised or new diversion program meeting such amended legislative requirements. Failure to implement an amended Diversion program based upon new State legislation mandating waste diversion levels shall constitute a Material Breach of this Agreement.

5.2 Construction and Demolition Waste Diversion

In addition to meeting the solid waste diversion requirements of Section 5.1 above, City wishes to meet the construction and demolition waste diversion goals, established by SB 1374 (2002) and the current year California Green Building Code recycling requirement, by diverting 75% of construction and demolition waste materials. The Franchisee is required to meet a 75% diversion level for all construction and demolition wastes collected under this Agreement. A failure to reach this diversion goal constitutes a Material Breach of this Agreement and subjects Contractor to the enforcement methods, procedures and penalties of Article 9 of this Agreement.

5.3 Waste-to-Energy Diversion

As directed by the City, Franchisee shall take residue from the processing of refuse to a waste-to-energy facility so that the City receives the maximum allowable diversion or disposal avoidance credit available through CalRecycle or its successor agency.

5.4 SHARPS Diversion

This program shall become effective on the first anniversary of the effective date of this agreement. Franchisee shall provide mail-in containers to residents requesting such containers for the purpose of properly disposing of medical needles or other wastes defined as SHARPS by CalRecycle or its successor agency. This service shall be known as the "SHARPS Program" and will be provided at no cost to the City or its residents. Franchisee shall publicize the SHARPS Program in all semi-annual newsletters and on its website to ensure that City residents are aware of this program and how to participate.

5.5 Maintenance of City AB 939 Programs

The Franchisee shall be responsible to maintain all of the recycling and diversion programs established within and by this Agreement. A failure to maintain the diversion programs established by this agreement, equates to a material breach of this agreement.

5.6 Franchisee Waste Diversion Responsibilities

5.6.1 Cooperation and Education

The Franchisee shall cooperate with the City's efforts to develop and implement public education and information programs designed to promote Source Reduction, Recycling and other waste reduction activities in general as well as specific Waste Diversion strategies. Franchisee shall have a bi-lingual (English/Spanish/Korean) public education program in place where it will distribute flyers and leaflets to residences of the City (free of charge) pursuant to Section 4 of this Agreement. Additionally, Franchisee will visit schools and make presentations on the proper disposal of waste and the importance of Recycling.

5.6.2 Information / "How-To" Video

Contractor shall develop, produce and provide for customer viewing, an informative How-To video at its sole expense. The produced video shall inform residential and commercial customers of program services available, recycling opportunities, and general information on billing and customer service information.

5.7 Implementation of Strategies and Penalties

The Franchisee shall implement the strategies jointly developed and agreed to by the Franchisee and the City. City acknowledges that to meet the mandates of AB 939, additional and significant legislation affecting the disposal of Solid Waste not covered by this Agreement may be required. A failure to perform its obligations under this section, equates to a material breach of this agreement and City shall be entitled to all enforcement actions under this agreement.

Additionally, if Franchisee's failure to perform its obligations under this Agreement results in the imposition of penalties against the City pursuant to any state-mandated program, Franchisee shall reimburse the City for any such fine within thirty (30) days of imposition of such fine or penalty.

5.8 Waste Diversion and Disposal Reporting Requirements

The Franchisee shall comply with the Waste Diversion reporting requirements established by the City. Franchisee shall provide City with monthly, quarterly and annual reports in a form acceptable to the City and adequate to meet City's reporting requirements to CalRecycle on compliance with AB 939, including a breakdown of the tons collected, tons diverted, and tons disposed, by service type prescribed by this Agreement.

Franchisee further agrees to provide program specific data required by the City to meet reporting requirements to any Federal, State, or local entity having the authority to request such data.

Franchisee shall maintain accurate records of all data required to fulfill the requirements of this section. All reports and reporting formats shall be approved by the Chief Administrative Officer or his/her designee. All report submittals shall be in an electronic format approved by City, compatible with City's software at no additional charge.

Monthly reports shall be submitted within thirty (30) days after the end of the reporting month. Quarterly reports shall be submitted within thirty (30) days of the reporting quarter. Annual reports (for which a date is not otherwise specified in this Agreement) shall be submitted within twenty (20) calendar days after the end of the calendar year, by January 20th.

5.8.1 Quarterly Reports

Quarterly reports shall include, at a minimum:

- i. Solid Waste tonnage collected by Franchisee, separated by service sector (Residential, Commercial, Industrial, Construction & Demolition, and Temporary Services. Report will indicate the tons collected, tons processed, tons recycled and the tonnage at the location of final disposition.
- ii. Tonnage reports shall indicate the type of waste collected, (e.g. Refuse, Recycling, Green Waste) diverted, and the facilities where the tons were processed or disposed.
 - a. Any and All Certified Weight Tickets must be retained for the entire period of Agreement plus 4 years.
 - b. If Franchisee utilizes any facility(s) that does not have Certified Scales and/or the ability to print certified weight tickets, Franchisee must have written authorization from the Chief Administrative Officer prior to utilizing said facility(s). Activities contrary to this section constitutes a materials breach.
- iii. Customer Counts: The number of residents, commercial, industrial, and construction/Demolition accounts serviced
- iv. Number of missed pickups and the actions taken to remedy the missed collection
- v. Warning "Tag" notice report detailing the address, service type, issue/incident of warning tag and resolution
- vi. Complete list of each disposal and non-disposal facility utilized for the reporting period
- vii. Complaint log for the reporting period per this document
- viii. Description of all outreach activities conducted by Contractor, with copies of outreach materials
- ix. On-Site Technical assistance log, including location address, date, contacted person and discussion notes
- x. Number of missed pickups and the actions taken to remedy the missed collection
- xi. Franchisee recommendations for City

5.8.2 Annual Report

Annual reports shall include, at a minimum, the information otherwise reported monthly and quarterly, including the following:

- i. Number of Containers in service as of the last day of the calendar reporting year. (December 31st) including the Cart size, Bin Size, frequency, and type of material serviced.
- ii. Updated route schedules
- iii. Vehicle list for each waste sectors; report shall include vehicle type, model year, fuel type, vehicle number and license plate number

5.9 Failure to Meet Diversion Requirement

Should Franchisee fail to divert the required amount of the City's Solid Waste, as described in this Agreement, this shall be considered a Material Breach and subject Contractor to the enforcement methods, procedures and penalties of Article 9 of this Agreement.

5.10 Recycling Program

5.10.1 Recycling Containers

Franchisee shall conduct a single stream commingled collection of Recyclable Materials. One 96-gallon Franchisee provided Cart shall be used at each Residential Unit receiving curbside service for collection of commingled Recyclable Materials ("Recyclable Container"). Every Recyclable Container shall be clearly labeled. Residential Units shall place all Recyclable Materials within such Recyclable Containers as directed by the Franchisee; to this end, concurrent with Franchisee's delivery of a Recyclable Container to any Residential Unit, Franchisee shall provide instructions on the use of the Recyclable Container. Franchisee shall, at no charge, replace any Franchisee Provided Containers which become unusable by reason of normal conditions of wear and tear.

5.10.2 Ownership of Solid Waste and Recyclable Materials

Except as otherwise provided by law, once Solid Waste, Refuse, Recyclable Materials and/or Green Waste have been collected by Franchisee, ownership transfers to Franchisee, Franchisee is hereby granted the right to retain, recycle, compost, dispose of and otherwise use such waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Franchisee. Subject to the provisions of this Agreement and excepting any material which a waste material is not, and which was inadvertently discarded, Franchisee shall have the right to retain any benefit or profit resulting from its right to retain, recycle, compost, dispose of or use the refuse which it collects. Solid Waste and any other material which is disposed of at a Disposal Site or sites (whether landfill, transformation facility, transfer station or material recovery facility) shall, as between the City and Franchisee, remain the responsibility of the Franchisee, and Franchisee shall retain ownership of the same.

5.10.3 Recycling Frequency

Franchisee shall collect Recyclable Materials from Residential Units once each week from Franchisee Provided Containers. Franchisee shall collect Recyclable Materials from Multi-

Family Residential Units, Commercial and Industrial Units at a reasonable frequency to be determined by the Franchisee.

5.10.4 Residential Recycling Location

Franchisee shall collect Recyclable Materials set out in Recyclable Containers by Residential Units or City-designated Multi-Family Units from the curb or other Franchisee-approved location.

5.10.5 Recycling Revenue

Franchisee shall be entitled to all revenue produced from the sale of Recyclable Materials collected, salvaged or purchased by Franchisee. Furthermore, Recycling Revenues are not considered gross receipts subject to City Franchise Fee.

5.10.6 Franchisee as Authorized Recycling Agent

City hereby designates Franchisee as its authorized recycling agent for the purposes of conducting recycling activities within the City pursuant to the terms of Public Resources Code Section 40105. Notwithstanding the foregoing, Franchisee at all times, shall be and remain independent from the City.

ARTICLE 6: VEHICLES, EQUIPMENT AND PERSONNEL

6.1 Vehicles

6.1.1 General

During the first thirty (30) days of the Agreement Term, Franchisee shall provide evidence that it has purchased and put in service a fleet of used clean-air collection vehicles sufficient in number and capacity to perform efficiently the work required by this Agreement in strict accordance with its terms. Franchisee, during the first twelve (12) months of the Agreement, may operate with used clean-air collection vehicles no older than seven years of age. If the fleet is composed of used vehicles, they shall be no older than eight (8) years of age at any time during years two (2) through ten (10) of the Agreement. Collection vehicles must meet all applicable local, state, and federal air quality laws, rules, and regulations, including, but not limited to, South Coast Air Quality Management District Rule 1193 relating to alternative fueled trash collection equipment.

Additionally, during the first year of the Term of this Agreement, Franchisee shall provide evidence of a purchase order for a fleet of new clean-air collection vehicles sufficient in number and capacity to perform efficiently the work required by this Agreement in strict accordance with its terms. The delivery of new vehicles must be on or before the thirteenth (13) month of this Agreement. Any failure to perform completely under this section will be considered a Material Breach and subject Contractor to the enforcement methods, procedures and penalties of Article 9 of this Agreement.

6.1.2 Truck Bodies

All truck bodies used by Franchisee shall be constructed of metal, shall be watertight and leak-proof, and shall be so constructed as to prevent odors or the falling, leaking or spilling of Solid Waste, Recyclables, or other materials. Each vehicle shall carry at all times a broom and shovel to be used for the immediate removal of any spilled material. Each vehicle shall also carry a fire extinguisher and first aid kit.

6.1.3 Backup Alarm

Each vehicle used for collecting, hauling or disposing of Solid Waste or Recyclables shall be equipped with an audible warning device that is activated when the vehicle is backing up.

6.1.4 Gross Vehicle-Weight Limit

No vehicle used for collecting, hauling or disposing of Solid Waste or Recyclables shall be loaded in excess of the manufacturer's gross vehicle weight rating or in excess of the maximum weight specified by the California Vehicle Code, whichever is less. Evidence of the manufacturer's name and gross vehicle weight rating shall be maintained in, or upon, every vehicle.

6.1.5 Vehicle Identification

All vehicles used in the performance of this Agreement shall bear the Franchisee's name, phone number and vehicle number in minimum lettering of three (3) inches. Contractor shall have a vehicle billboard on at least one side with frames capable of securing signs measuring 29 3/16 inches by 93 3/16 inches or other dimensions approved by City. Franchisee shall prepare and install signs promoting Recycling and Diversion with text and graphics approved by City.

6.1.6 Residential Service Vehicles

Vehicles used for Residential collection services shall be fully automated side-loading refuse trucks, using a fully mechanized arm to pick up and dump automated waste collection containers. Drivers shall not be required to exit the vehicle to assist with securing the containers to, or lifting the containers into, the refuse collection truck.

6.1.7 Alternative Fuel Vehicles

The Franchisee shall use alternative fuel vehicles per the terms of Section 6.1 of this agreement, and as approved by the South Coast Air Quality Management District for all collection services. Vehicles shall meet all requirements specified per AQMD Rule 1193 as it may be amended from time to time.

Franchisee and its employees shall comply with the terms of all contracts between the Los Angeles County Sanitation District and any Disposal Site that is used by Franchisee.

6.4.7 Safety

All work performed pursuant to this Agreement shall be performed in a manner that provides safety to the public and meets or exceeds safety standards outlined by the California Construction Safety Orders under the State of California Code of Regulations ("CAL-OSHA"). City reserves the right to issue restraint or cease and desist orders to Franchisee when unsafe or harmful acts are observed or reported to City. Franchisee shall instruct its employees to report immediately any hazardous conditions or Hazardous Wastes they observe within the City during the course of their work to the City.

6.4.8 No Gratuities

Franchisee shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the work performed by those employees pursuant to this Agreement.

ARTICLE 7: FRANCHISEE'S COMPENSATION

7.1 Maximum Rate Schedule

In Attachment B, which is incorporated herein by this reference ("Maximum Rate Schedule"), the City has approved the maximum service rates which may be charged by Franchisee to its customers in the City. The Maximum Rate Schedule will become effective on Franchisee effective start date. Franchisee shall not receive any other fees or compensation for the services to be performed pursuant to this Agreement in excess of those provided in the Maximum Rate. But, under no circumstance shall Franchisee be permitted to adjust any rate proposed in their submitted Proposal during the first two years of services.

7.2 Rate Composition

During the Term of this Agreement, all franchise rates will be divided into two rate components: "Collection" and "Disposal". Each component breakdown must be disclosed to the City with the initial rates for this Agreement and as part of any subsequent request for rate increase by the Franchisee. Such collection components are not required to be listed in franchise rate sheets or included on billings to the Franchisee's customers.

7.3 Adjustments to Maximum Rate Schedule

7.3.1 General

Franchisee shall be entitled to rate adjustment on July 1, 2020 and annually thereafter, per the requirements of the Maximum Rate Schedule as identified in Attachment B and

Sections 7.3.2 and 7.3.3 below. The Maximum Permissible Rates may be adjusted as identified in Attachment B and per the requirements of this Section. A rate increase shall be subject to compliance with Proposition 218 as provided in Section 7.4.

7.3.2 Adjustment to Collection Component of Rates

Subject to adoption in accordance with Proposition 218, the "Collection Component" of rates shall be adjusted to reflect 90% of the "Percentage Change in CPI". "Percentage Change in CPI" shall mean the percentage change in the All Urban Customers, Los Angeles, Riverside, Orange County index, for the previous 12-Month period ending in September.

7.3.3 Adjustment to Disposal Component of Rates

Subject to adoption in accordance with Proposition 218, the "Disposal Component" of rates shall be adjusted only for increased costs to the Franchisee from landfill, transfer, Materials Recovery Facility (MRF) and/or transformation facility tip fee adjustments. For the rate adjustment period under review, the Franchisee is responsible for submitting substantiation of any such cost increases for City review. Should the City determine that any fee adjustments presented by the Franchisee are 5% or more greater than those charged to any jurisdiction within five (5) miles of the City of Hawaiian Gardens, City shall have the right to solicit bids from other landfill(s), transfer, or transformation facilities and to require the Franchisee to utilize said facility and/or incorporate said facility rate into the Disposal Component adjustment of franchise rates.

7.3.4 Extraordinary Rate Increase

There shall be no Extraordinary Rate increases during the entire term of this agreement. An Extraordinary rate increase shall be considered "extraordinary" if the request is: over the allowable adjustment percentage/formula as stated in this section, and/or Attachment B.

7.4 Proposition 218 Process for Adjustments to Maximum Rate Schedule

7.4.1 Compliance with Proposition 218 Required

Further adjustments and/or increases to the Maximum Rate Schedule in addition to those identified in Section 7.3, above, are strictly subject to the assent of the City and compliance with Proposition 218. To this end, the City will only approve, and process proposed adjustments to service rates applicable to Residential Units if such proposed adjustments are consistent with the agreed-upon methodology established in Section 7.3. More generally, City intends to comply with all applicable laws, including without limitation Proposition 218, concerning the setting of adjustments to the Maximum Rate Schedule under this Agreement.

7.4.2 Indemnification

Franchisee shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigation, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Franchisee or any of the indemnitees resulting in any form from the City's establishing maximum rates for service under this Agreement or in connection with the application of California Constitution Article XIII C and Article XIII D to the imposition, payment or collection of rates and fees for services provided by Franchisee under this Agreement. Notwithstanding the foregoing, this indemnity shall not extend to any portion of the rates that is not associated with Franchisee's costs in providing service, such as governmental fees, franchise fees or charges, nor shall it apply to any loss arising directly from the negligence of City, its officers and employees. Nothing herein is intended to imply that California Constitution Articles XIII C or XIII D, apply to the setting of rates for the services provided under this Agreement, rather this Section is provided merely to allocate risk of loss as between the Parties.

7.4.3 Pass-Through of Proposition 218 Compliance Costs

Franchisee shall pay for all costs of Proposition 218 compliance, including but not limited to the costs of Proposition 218 notices and hearings. Franchisee may, if permitted by law, pass its actual costs of Proposition 218 compliance on to customers through service rates if and only if, such pass-through is duly noticed and included as part of the service rates adopted through a Proposition 218 process.

7.4.4 Notice of Increases

Franchisee shall give thirty (30) days prior written notice of any duly-adopted rate increases to all customers of the increase before such increase may become effective.

7.4.5 City Not Obligated to Approve Increase

Except as provided in Section 7.3, City has no legal obligation to accept Maximum Rate Schedule adjustments proposed by Franchisee. In no case will City's failure to approve any specific Maximum Rate Schedule adjustment other than those called for in Section 7.3 be a default hereunder, and City bears no liability to Franchisee for any damages suffered by Franchisee as a result of the failure to pass new Maximum Rate Schedules or adjustments thereto. Accordingly, the City Council is completely free within its police powers to exercise its discretion in considering such matters, and the City has not contracted away any of its police powers or duties to protect the public health, safety or general welfare of its citizens pursuant to State and Federal law.

7.5 Billing

Franchisee shall be responsible for all billing and collection concerning placement of delinquent accounts on the tax rolls. Notice of billing procedures shall be given to all customers pursuant to Section 7 and 8 above, and annually thereafter. Franchisee shall have procedures for on-line payment; payment by credit card, and similar customer services.

Franchisee shall provide itemized bills, clearly showing charges for all classifications of services, including any charges for late payment. Multi-Family Residential Units, Commercial and Industrial Unit accounts receiving collection services from Franchisee shall be billed by the Franchisee at the end of the month in which service is provided. Single Family Residential Unit accounts receiving collection services from Franchisee may be billed by the Franchisee quarterly as follows: For the quarter in which services are rendered, Franchisee shall bill thirty (30) days into the quarter, and the bill shall be due sixty (60) days thereafter at the end of that quarter. Franchisee shall meet with City to make specific arrangements for commencement of billing.

7.6 Delinquent Accounts

7.6.1 Residential Units

Franchisee shall provide at least three (3) monthly, written notices of delinquency/past-due account status to the occupants of any Residential Unit with a delinquent account and Franchisee shall otherwise make diligent efforts to resolve said account delinquencies, including but not limited to the reasonable use of a collection agency. Further, Franchisee shall be entitled to collect late charges at the rate of 1.5% per month and, in addition, to charge a reasonable rate for the redelivery of Franchisee Provided Containers. If, after Franchisee's exercise of diligent efforts to collect a delinquent account, a Residential Unit remains delinquent, Franchisee shall have the right (without obligation) to request placement of the delinquent account onto City tax rolls. Said right to place delinquent accounts onto City tax rolls shall occur no more than once-per-year at a time, and in a manner, coordinated with the City's regular processing of tax liens.

7.6.2 Industrial and Multi-Family Residential Unit Accounts

City may permit Franchisee to discontinue service to Commercial, Industrial, and Multi-Family Residential Units whose accounts are more than ninety (90) days past due. Franchisee shall be entitled to collect late charges at the rate of one and one-half percent (1½%) per month and, in addition, to charge a reasonable rate for the redelivery of Franchisee Provided Containers. These delinquent accounts may also be placed on tax rolls.

7.7 No Waiver of City Remedies to Address Public Nuisance

Should Franchisee terminate service to any customer in the City, nothing herein waives or supersedes the City's rights to initiate code enforcement action(s) in response to the build-

up, long-term stagnation, or misplacement of Solid Waste as a result of said termination of Franchisee's service. In addition, the City and Franchisee shall, at the option of either party, meet and confer in good faith to resolve any matters of public nuisance or Solid Waste build-up that resulted from a termination of service by Franchisee.

ARTICLE 8: ACCOUNTING AND RECORDS

8.1 Financial Statements

City's Chief Administrative Officer may elect to review Franchisee's annual financial statements. Franchisee shall have financial statements annually prepared. Within thirty (30) days of a City request, Franchisee shall allow the Chief Administrative Officer, his/her designee and/or an auditor selected by the City to review copies of the financial statements at the Franchisee's local office or other such mutually-agreeable premises of Franchisee. City and Franchisee agree to use reasonable efforts to protect the confidential nature of the Franchisee's financial statements.

8.2 Inspection and Retention of Franchisee's Accounts and Records

Franchisee's records of customer complaints, AB 939 compliance records, maps, billing records, gross income, franchise fee payments, curbside recycling payments, and customer payment histories shall be available at the Franchisee's principal local office as set forth in this agreement at any time during regular business hours for inspection on thirty (30) days' notice, and/or performance of financial review of Franchisee's records by the City or its duly authorized representative in accordance with the Agreed Upon Procedures ("Audit" and is associated with standard audit procedures), for a period of five (5) years following the close of the Franchisee's fiscal year.

Franchisee shall provide City with a copy of any requested record at no cost to City. Nothing in this Agreement shall interfere with any legal requirement that such records be kept for a longer period of time.

Franchisee shall not destroy or discard any records pertaining to this Agreement without the Approval of the City or without first giving notice to City and affording City the opportunity to copy such records at City's expense. Franchisee shall keep all records related to this Agreement on file for a period of five (5) years past the termination or expiration of this Agreement.

8.3 Cost of Agreed Upon Procedures

The cost of the annual Agreed Upon Procedure ("Audit") of Franchisee's books and records is compensated through the Performance Audit Program Fee paid annually to the City by the Franchisee. This Performance Audit Program Fee is also payment for reasonably expected City costs to review Franchisee's request for an increase in rates under the Maximum Rate Schedule. Should the City's performance of an Agreed Upon Procedure disclose that a requested rate increase contains any inaccurate data or cost claims that are

not properly substantiated, the Franchisee will be responsible to reimburse the City for all costs incurred to correct data submissions or substantiate cost claims.

8.4 Audit Findings: Payments and Refunds

Should the performance of an Audit by the City, disclose that any City fee payable by the Franchisee was underpaid or that customers were overcharged for the period under review, Franchisee shall pay to City any underpayments and/or refund to Franchisee's customers any overcharges within 15 days of a City issued notice. Should the performance of an Agreed Upon Procedure by the City disclose that any City Fees were overpaid, City shall promptly refund to Franchisee the amount of the overpayment. Should the Audit identify a discrepancy of three per cent (3%) or more in underpayment by Contractor, Contractor shall, upon notice, make the appropriate payment to City plus 1.5% interest per month.

ARTICLE 9: ENFORCEMENT OF AGREEMENT

9.1 City Right to Terminate

After engaging in the procedures set forth in Sections 9.2 – 9.6, the City shall have the right to terminate Franchisee's franchise and this Agreement upon Franchisee's breach of any of its material obligations under this Agreement. The City's right to terminate shall be in addition to any other remedy provided in this Agreement or provided by law and shall include, but not be limited to, any of the events of default set forth in this Section 9.1. Notwithstanding the foregoing, the following specific events of default by Franchisee may at the City's discretion result in immediate termination of the franchise without compliance with Sections 9.2 – 9.6 of this Agreement:

- i. If Franchisee practices, or attempts to practice, any willful fraud or deceit upon the City. Both parties agree and understand that any failure to disclose information material to the performance of this Agreement shall constitute a breach.
- ii. Should the Franchisee or any of its officers, directors, shareholders, subsidiaries, affiliates, employees or agents be or have been found guilty of felonious conduct related to this franchise agreement, illegal transport or disposal of Hazardous Waste, or bribery of public officials, the City reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions, or any other condition deemed appropriate short of termination) as it shall deem proper. The term "found guilty" shall be deemed to include any judicial determination of guilt including, but not limited to, pleas of "guilty", "nole contendere", "no contest", or "guilty to a lesser charge" entered as part of a plea bargain.
- iii. If Franchisee willfully violates any orders or rulings of any regulatory body having jurisdiction over Franchisee, provided that Franchisee may reasonably contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred
- iv. If Franchisee fails to make any payments or to pay any penalties required to be made or paid by Franchisee pursuant to this Agreement

- v. If Franchisee for any reason ceases to provide Solid Waste management services as required under this Agreement over all or a substantial portion of its franchise area for a period of thirty (30) days
- vi. If Franchisee is found by any judicial or regulatory body to have violated the terms, conditions or requirements of the Municipal Code or AB 939 or successor legislation, as they may be amended from time to time, or violates any order, directive, rule or regulation issued pursuant to the foregoing legislation, where the violation is not remedied within the time set in the written notice of the violation
- vii. If Franchisee refuses to provide City with required information, reports, or test results in a timely manner as required by this Agreement

9.2 Rights of Non-Defaulting Party after Default

The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default or to enforce any covenant or agreement herein.

9.3 Notice of Default and Opportunity to Cure

In order to declare a default under this agreement, a Non-Defaulting Party shall comply with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") in its performance of a material duty or obligation of said Defaulting Party under the terms of this Agreement. The Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure ("Default Notice"). The Defaulting Party shall be deemed in "default" under this Agreement, where: (i) said breach or failure can be cured, but the Defaulting Party has failed to fully cure within thirty (30) days after the date of the Default Notice (subject to the provisions below), or (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement).

After receiving a Default Notice, should the Defaulting Party fail to timely cure any default, the Non-Defaulting party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate the Agreement ("Termination Notice"). The Termination Notice shall state that the Non-Defaulting Party shall have the right to terminate this entire Agreement and shall be subject to the hearing opportunity (if the defaulting party is the Franchisee) set forth in Section 9.6 and for all Parties to comply with the Notice requirements set forth in Section 12.4.

9.4 Penalty for Monetary Default

In the event Franchisee fails to perform any monetary obligation under this Agreement, Franchisee shall pay a pre-determined penalty thereon at the rate of one and a half percent (1.5%) per month, or any fraction of a month, from and after the due date of said monetary obligation until payment is actually received by City.

9.5 Non-Monetary Defaults; Longer Cure Period

The Defaulting Party on a non-monetary default shall not be deemed in breach of this Agreement, and such default shall be waived, if such non-monetary default cannot reasonably be cured within the above-prescribed thirty-day period, and as long as the Defaulting Party does each of the following:

- i. Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period
- ii. Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the default
- iii. Promptly commences to cure the default within the thirty (30) day period
- iv. Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure
- v. Diligently prosecutes such cure to completion

9.6 Franchisee Hearing Opportunity Prior to Termination

If Franchisee is the Defaulting Party, then the City's Default Notice to Franchisee shall additionally specify that Franchisee has the right to a hearing prior to the City's termination of any Agreements ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, Franchisee shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

- i. Decide to terminate this Agreement
- ii. Determine that Franchisee is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default
- iii. Impose conditions on a finding of default and a time for cure, such that Franchisee's fulfillment of said conditions will waive or cure any default. Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings:
 - a. That a default in fact occurred and has continued to exist without timely cure
 - b. That such default has, or will, cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the City or the financial terms established in this Agreement

9.7 City's Right to Perform Service

9.7.1 City Rights

In addition to any and all other legal or equitable remedies, in the event that Franchisee, for any reason whatsoever, fails, refuses or is unable to collect, transport or deliver to a Disposal Site, as appropriate, any or all Solid Waste or Recyclables which it is required by this Agreement to collect and transport, at the time and in the manner provided in this Agreement, for a period of more than five (5) days, and if, as a result thereof, Solid Waste should accumulate in the City to such an extent, in such a manner, or for such a time that the Chief Administrative Officer in his or her sole discretion should find that such accumulation endangers or menaces the public health, safety or welfare of any resident or business, then the Chief Administrative Officer shall have the sole right, but not the obligation, to require Franchisee to perform said services at no cost to the City. The Chief Administrative Officer may:

- i. Cause to be performed, such services itself with its own personnel or employ Franchisee's personnel, without liability to Franchisee
- ii. To take possession of any or all of Franchisee's equipment and other property used or useful in the collection and transportation of Solid Waste and to use such property at the expense of Franchisee to collect and transport any Solid Waste which Franchisee would otherwise be obligated to collect and transport pursuant to this Agreement

9.7.2 Franchisee and City Responsibilities

Franchisee further agrees that in such event:

- i. It will fully cooperate with City to affect the transfer of possession or property to the City for City's use
- ii. It will, if the Chief Administrative Officer so requests, and to the extent feasible, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition
- iii. The City or its designee may elect to take complete possession of franchisees equipment and/or facilities for proper and normal use in order to continue normal collection services until another franchisee can take over complete operations of Franchise as identified in this agreement.

9.7.3 Franchise Waivers

Franchisee agrees that the City's exercise of its rights under this Article 9:

- i. Does not constitute a taking of private property for which compensation must be paid, but is rather an exercise of the City's police power

- ii. Will not create any liability on the part of City to Franchisee, including but not limited to, any right to compensation for use of Franchisee's equipment
- iii. Does not exempt Franchisee from the indemnity provisions of Section 11, which are meant to extend to circumstances arising under this Section, provided that Franchisee is not required to indemnify City against claims and damages arising from the sole negligence of City, its officers, employees, agents, or volunteers acting under this agreement
- iv. Does not terminate this Agreement, unless termination occurs under other provisions of this Agreement

9.8 City's Right to Lease Franchisee's Equipment Following Termination

If City terminates this Agreement for cause, the City shall have the right to lease Franchisee's equipment from Franchisee at its fair market value for a period not to exceed six (6) months in order to allow City to perform the services required under this Agreement.

9.9 Cooperation Following Termination

At the end of the Term or Franchise Term or in the event this Agreement is terminated for cause prior to the end of the Term or Franchise Term, Franchisee shall cooperate fully with City and any subsequent contractor to assure a smooth transition of Solid Waste management services. Franchisee's cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement.

9.10 Duration of City's Possession

City has no obligation to maintain possession of Franchisee's property and/or continue its use in collecting and transporting Solid Waste for any period of time and may, at any time, in its sole discretion, relinquish possession to the Franchisee. Should the City desire to retain possession of Franchisee's property, the City's right to retain temporary possession, and to provide Solid Waste collection services, shall continue until Franchisee can demonstrate to the Chief Administrative Officer's reasonable satisfaction that it is ready, willing and able to resume such services.

9.11 Forfeiture of Performance Bond.

In the event Franchisee shall for any reason become unable to or fail in any way to, as solely determined by the Chief Administrative Officer, perform as required by this Agreement, after engaging in the procedures set forth in Sections 9.2 – 9.6, City may declare that portion of the Performance Bond established pursuant to Section 11, which is necessary to compensate and make whole the City, forfeited to the City. Upon partial forfeiture of the performance bond, Franchisee shall promptly take all steps necessary to restore the performance bond to its face amount.

9.12.1 Liquidated Damages

The provision of poor public service or the production of any nuisance condition will subject Franchisee to administrative procedures, potential liquidated damages and, ultimately, termination, for severe and repeated violations.

9.12.2 Complaints

Public complaints (whether received by the City regarding Franchisee's performance or received directly by Franchisee) will be handled as prescribed in Section 4.17 and 4.2 hereof.

9.12.3 Nuisance Conditions

Repeated, substantiated complaints of, or continued conditions of, poor service quality and/or nuisance conditions may be handled in the manner prescribed below. For purposes of this Section, the term "nuisance conditions" shall mean the following breaches of Agreement:

- i. Failure to duly collect Solid Waste or Recyclables that have been properly set-out for collection through the willful or negligent conduct of Franchisee employees
- ii. Uncured damage to the property of third parties or customers through the willful or negligent conduct of Franchisee employees
- iii. Failure to perform service surveys and route audits as required by Section 4.17.5 and 4.18, respectively.
- iv. Unreasonable leakage or spillage of Solid Waste or other collected materials from Franchisee's vehicles
- v. Failure to immediately or promptly collect Solid Waste or other materials that spilled or fell from Franchisee's vehicles onto public streets or third-party property
- vi. Poor maintenance of Franchisee's vehicles in violation of Section 6 hereof
- vii. Violations of personnel standards and qualifications in contravention of Section 6 hereof

9.11.4 Notice of Violation

Initially, when the Public Works Director or a designated enforcement officer observes a violation, a verbal warning shall be given to the Franchisee.

9.12.5 Franchisee's Right to Contest

Within five (5) business days after receiving the Notice of Violation, Franchisee may submit a written response (the "Response") to the Notice of Violation to the Public Works Director. The Director shall review Franchisee's Response and may further investigate the claimed violation. The Director shall make a final determination regarding the Notice of Violation and the Public Works Director shall deliver to Franchisee a written conclusion concerning the Notice of Violation. Additionally, at the election of either Party, the Parties may meet to develop a written corrective action plan ("Correction Plan") to prevent further

occurrence of the problematic conditions established in the Notice of Violation. The Correction Plan shall be finally prepared by the City (or, at the election of the City, by Franchisee) within ten (10) business days after the meeting between the Director and/or City Manager designee and Franchisee. The Correction Plan may include additional procedures, as deemed necessary by the Public Works Director and/or City Manager designee, to assure that in the future Franchisee will be able to perform its services in compliance with this Agreement.

9.12.6 Liquidated Damages

If a second Notice of Violation is issued for any violation *after* an initial verbal warning and thereafter the issuance of a written Notice of Violation that is not withdrawn pursuant to Subsections 9.13.3 or 9.13.4 above, then liquidated damages may thereafter be assessed against Franchisee (as liquidated damages and not a penalty) by the Public Works Director and/or City Manager designee in the amount of \$250 for every day the condition persists. Further, if the violation for which liquidated damages were assessed recurs on three (3) or more days within a 60-day period following any assessment of liquidated damages, then starting on the fourth (4th) day that such violation either persists or recurs the amount of liquidated damages shall increase to \$500 per day.

9.12.7 Basis for Liquidated Damages

The Parties further recognize that if Franchisee repeatedly fails to prevent and remediate nuisance conditions, the City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City and its citizens will suffer. Therefore, the Parties agree that the liquidated damages established herein represent a reasonable estimate of the amount of such damages for such specific violations, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions prior to entering this Agreement.

Franchisee's Initials  City Initials 

9.12.8 Further Remedies for Severe or Persistent Violations

The above provisions for a Correction Plan procedure and liquidated damages are intended to give the Parties a remedy under this Agreement short of termination or default; however, should Franchisee's violations be severe and repetitive or otherwise not reasonably subject to correction through liquidated damages, the Public Works Director may, in his/her sole discretion, institute the procedures set forth in this Article hereof.

9.12.9 City's Remedies for Franchisee's Failure to Meet Standards

- i. **Performance Bond:** The Performance Bond shall guarantee Franchisee's faithful performance of waste hauling services under the auspices of this Agreement, including without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement. If City, at its sole discretion, determines that Franchisee has breached any portion of this Agreement, it shall notify Franchisee per notice requirements in section 12.4 and after engaging in the procedures set forth in Sections 9.2 to 9.6 and may thereafter collect on the Performance Bond provided by Franchisee. After terminating the Agreement pursuant to the procedures set forth in Sections 9.2 to 9.6, City shall be entitled to seek a new Contractor to replace Franchisee and all performance duties identified under this agreement. This bond serves to cover the cost of these immediate and necessary services, and City shall be entitled to collect on the one million dollar (\$1,000,000) Performance Bond posted by Franchisee.

9.13 No Waiver of City's Police Powers or Legal Rights

Nothing in this Agreement is intended to limit the power and ability of the City or any Local Enforcement Agency (LEA) to initiate administrative and/or judicial proceedings for the abatement of nuisance conditions or violations of any applicable law. Nothing herein shall waive or limit any other legal rights or recourses the City may have in response to Franchisee's repeated, material violations of Performance Standards or failure to mitigate nuisance conditions.

ARTICLE 10: TRANSFERS OF INTEREST

10.1 Restrictions on Transfers

The City, in entering into this Agreement, has placed a special value, faith and confidence in the experience, background, and expertise of the Franchisee in the field of waste and recycling collection. Therefore, City denies any attempted Transfer of Interest from the Franchisee, Commercial Waste Services, Inc., to another party during the term of this agreement, without prior written consent from City Council.

10.2 Definition of Transfer

As used in this Section, the term "Transfer" shall include any hypothecation, mortgage, pledge, or encumbrance of this Agreement by Franchisee. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than thirty percent (30%) of the present equity ownership and/or more than thirty percent (30%) of the voting control of Franchisee (jointly and severally referred to herein as the "Trigger Percentages"), taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest to an affiliate owned or controlled by the present beneficial owners of Franchisee or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the

beneficiaries are limited to members of the transferor's immediate family. A transfer of interests (on a cumulative basis) in the equity ownership and/or voting control of Franchisee in amounts less than Trigger Percentages shall not constitute a Transfer subject to the restrictions set forth herein. In the event Franchisee or its successor is a corporation or trust, such Transfer shall refer to the transfer of the issued and outstanding capital stock of Franchisee, or of beneficial interests of such trust; in the event that Franchisee or any general partner comprising Franchisee is a limited or general partnership or a limited liability company, such Transfer shall refer to the transfer of more than the Trigger Percentages in the limited or general partnership or limited liability company interest; in the event that Franchisee or any general partner is a joint venture, such Transfer shall refer to the transfer of more than the Trigger Percentages of such joint venture partner, taking all transfers into account on a cumulative basis.

10.3 Heirs and Successors

The terms, covenants and conditions of this Agreement shall apply to and shall bind the heirs, successors, executors, administrators, and assigns of the Franchisee and City.

10.4 Exceptions

The requirement to obtain City approval for a Transfer shall not apply to any of the following:

- i. Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing and any resulting foreclosure therefrom
- ii. A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation
- iii. A sale or transfer to an affiliate of Franchisee owned or controlled by the present beneficial owners of Franchisee or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family

ARTICLE 11: INSURANCE, INDEMNITY AND PERFORMANCE BOND

11.1 Insurance

Franchisee shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

11.1.1 Comprehensive General Liability Insurance

A policy of comprehensive general liability insurance written on a per occurrence basis. The policy of insurance shall be in an amount not less than either (i) a combined single limit of \$2,000,000.00, or (ii) bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

11.1.2 Workers' Compensation Insurance

A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Franchisee and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Franchisee in the course of carrying out the work or services contemplated in this Agreement.

11.1.3 Automotive Insurance

A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate or (ii) combined single limit liability of \$2,000,000.00. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

11.1.4 Umbrella Insurance

Umbrella coverage to bring total aggregate insurance coverage for all underlying insurance coverage to TWENTY MILLION DOLLARS (\$20,000,000.00)

11.1.5 General Insurance Provisions

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days' prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the Franchisee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 11.1 to the Chief Administrative Officer. No work or services under this Agreement shall commence until the Franchisee has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City.

11.1.6 No Limitation

Franchisee agrees that the provisions of this Article 11 shall not be construed as limiting in any way the extent to which the Franchisee may be held responsible for the payment of damages to any persons or property resulting from the Franchisee's activities or the activities of any person or persons for which the Franchisee is otherwise responsible.

11.1.7 Rating

The insurance policies required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California rated All or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class IV or better, unless such requirements are waived by the Chief Administrative Officer of the City.

11.1.8 Primary Insurance

The insurance policies shall be considered primary insurance as respects any other valid and collectible insurance the City may possess including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it. The insurance policies shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.

11.1.9 Changes in Market

In the event the Chief Administrative Officer determines that (i) the market conditions create an increased or decreased risk of loss to City, (ii) greater insurance coverage is required due to the passage of time or (iii) changes in the insurance industry require different coverages be obtained, Franchisee agrees that the minimum limits of any insurance policy required to be obtained by Franchisee may be changed accordingly upon written notice from the Chief Administrative Officer.

11.2 Indemnification

Without regard to the limits of any insurance coverage, Franchisee agrees to indemnify, defend with counsel appointed by the City, pay any fees or penalties caused by Franchisee's willful or negligent actions, and shall protect and hold harmless the City, its representatives, officers, agents and employees against any and all fines, response costs, assessments, actions, suits, injunctive relief, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities, ("claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with (i) violations of the commerce clause of the U.S. Constitution, AB 939, the Comprehensive Environmental Response, Compensation and Liability Act, Title 42 U.S.C. §9601 *et seq.* ("CERCLA"), HSAA, RCRA, any other Hazardous Waste laws, or other federal, state or

local environmental statutes, ordinances and regulations which arise from this Agreement; (ii) the negligent performance of the work or services of Franchisee, its agents, employees, subcontractors, or invitees, provided for in this Agreement; (iii) the negligent acts or omissions of Franchisee hereunder, or arising from Franchisee's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its representatives, officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its representatives, officers, agents or employees, who are directly responsible to the City, and in connection therewith:

- i. Franchisee will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith
- ii. Franchisee will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work or services of Franchisee hereunder; and Franchisee agrees to save and hold the City, its officers, agents and employees harmless therefrom
- iii. In the event the City, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against Franchisee for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work or services of Franchisee hereunder, Franchisee agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees
- iv. Franchisee's obligations hereunder shall survive the termination or expiration of this Agreement

11.3 Performance Bond

The City requires the Franchisee to deliver to the City a performance bond in the sum of the amount of ONE MILLION DOLLARS (\$1,000,000.00), in the form provided by the Chief Administrative Officer. Said performance bond shall guarantee Franchisee's faithful performance of waste hauling services under the auspices of this Agreement, including without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement. The bond shall be unconditional and remain enforce during the entire term of this Agreement and shall be null and void only if the Franchisee promptly and faithfully performs all terms and conditions of this Agreement.

11.4 AB 939 Guarantee and Indemnification

Without in any way limiting the indemnification provisions in Section 11.2 above, Franchisee unconditionally guarantees compliance with the requirements AB 939 as amended from time to time. Franchisee shall carry out its obligations under this Agreement so that the City will meet or exceed the diversion requirements set forth in AB 939, and all

amendments thereto, as more fully set forth below. City and Franchisee shall reasonably assist each other to meet the City's AB 939 diversion requirements. In carrying out the provisions of this Section, Franchisee agrees to perform the following obligations at its cost and expense:

- i. Defend, with counsel approved by City, indemnify and hold harmless the City against all fines and/or penalties imposed by the Board, if Franchisee fails or refuses to provide information relating to its operations which is required under this Agreement and such failure or refusal prevents or delays City from submitting reports required by AB 939 in a timely manner
- ii. Assist City in preparing for, and participating in, the Board's biannual review of the City's source reduction and recycling element pursuant to Public Resources Code Section 41825
- iii. Assist City in responding to inquiries from the Board in applying for an extension under Public Resources Code Section 41820, if so directed by City; in conducting any hearing conducted by the Board relating to AB 939; or in any other investigative or enforcement manner undertaken by any agency
- iv. Defend, with counsel acceptable to City, and Indemnify and hold harmless the City against any fines or penalties levied against it for violation of AB 939's diversion requirements, excepting any fine or penalty imposed if City's failure to meet the Act's diversion requirements is the result of an order
- v. In cooperating with the City, should it seek to become its own enforcement agency, to the extent it may be permitted under state law

11.5 AB 939 Education

Franchisee and City shall jointly develop and implement a public awareness and education program that is consistent with the City's Source Reduction and Recycling Element ("CRRE") and its Household Hazardous Waste Element ("HHWE").

ARTICLE 12: GENERAL PROVISIONS

12.1 Late Payment Fee

City shall give Franchisee written notice of any delinquent payment of any sum owing to City by Franchisee under this Agreement. In the event that Franchisee does not pay City such delinquent sum within ten (10) days of the date of the written notice, Franchisee shall pay the City the pre-determined penalty of one and one and a half percent (1.5%) interest per month, or any fraction of a month, on the amount of delinquent sum commencing from the date such sum was originally due.

12.2 Rate Composition

During the Term of this Agreement, all franchise rates will be divided into two rate components: "Collection" and "Disposal". Such a "component" breakdown must be disclosed to the City within the initial rates for this Agreement and as part of any

subsequent rate increase request by the Franchisee. Such collection components are not required to be listed in franchise rate sheets or included on billings to the Franchisee's customers.

12.3 Force Majeure

The time period(s) specified for performance of the provisions of this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Franchisee, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Franchisee shall within ten (10) days of the commencement of such delay notify the Chief Administrative Officer in writing of the causes of the delay; no extension of time for performance shall be granted, however, by reason of the unavailability of any Disposal Site or by reason of strikes, lockouts, or other labor disturbances, or breakage or accidents to vehicles, equipment, machinery or plants. The Chief Administrative Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Chief Administrative Officer such delay is justified. In no event shall Franchisee be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Franchisee's sole remedy being extension of the Agreement which shall be an extension of one (1) month at the sole option of the Chief Administrative Officer. Any further extension shall require a new contract with amended and/or additional terms.

12.4 Notices

All notices, demands, requests, approvals, disapprovals, proposals, consents, or other communications whatsoever which this Agreement contemplates or authorizes, or requires or permits either Party to give to the other, shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, addressed to the respective Party as follows:

If to Franchisee: Commercial Waste Services, Inc.
1530 Date Street
Montebello, CA 90640

Attn: Haik Petrosian

If to City: CITY OF HAWAIIAN GARDENS
Chief Administrative Officer
21815 Pioneer Boulevard
Hawaiian Gardens, CA 90716

A copy to: Alvarez-Glasman & Colvin
13181 Crossroads Parkway North Suite 400
Industry, Ca 91746

Attention: Arnold M. Alvarez-Glasman, City Attorney

or to such other address as either Party may from time to time designate by notice to the other given in accordance with this section. Notice shall be deemed effective on the date such notice is deposited in the United States mail.

12.5 Non-discrimination

Franchisee covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, sexual orientation, or ancestry in the performance of this Agreement. Franchisee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin or ancestry.

12.6 Compliance with Immigration Laws

Franchisee agrees that, in the performance of this Agreement, it will comply with all applicable immigration laws and regulations.

12.7 No Liability of City Officials

No officer, employee or agent of the City shall be personally liable to the Franchisee, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Franchisee or to its successor, or for breach of any obligation of the terms of this Agreement.

12.8 Laws and Regulations

Franchisee shall observe all the terms of any City ordinance or resolution now in effect, or as the same may be subsequently adopted or amended by the City, governing or affecting the collection, removal and disposal of Municipal Solid Waste in the City of Hawaiian Gardens. Franchisee further agrees to comply with all applicable county, state or federal laws or regulations as they exist now or may subsequently be adopted or amended, governing the collection, removal and disposal of Municipal Solid Waste. Franchisee further agrees to comply with all applicable state and federal laws governing employment, wages, working conditions, use of materials, equipment, supplies and the like.

12.9 Proprietary Information: Public Records

The City acknowledges that a number of the records and reports of the Franchisee are

proprietary and confidential. Franchisee is obligated to permit City inspection of certain of its records, as provided herein, on demand and to provide copies to City where requested. City will endeavor to maintain the confidentiality of all proprietary information provided by Franchisee and shall not voluntarily disclose such proprietary information. Notwithstanding the foregoing, any documents provided by Franchisee to City that are public records may be disclosed pursuant to a proper public records request.

12.10 Waiver of Existing Claims

In entering into this Agreement, the City and the Franchisee waive their respective rights to any claim, known or unknown, for damages or rights arising out of any previous Agreement, either written or oral. The Parties expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity, and each said Party represents and warrants that this uncertainty was taken into account in determining the consideration to be paid for the giving of this Agreement, and that a portion of said consideration having been bargained for between the Parties with the knowledge of the possibility of such unknown claims was given in exchange for full accord, satisfaction and discharge of all such claims. Franchisee specifically acknowledges that it is familiar with the provisions of California Civil Code Section 1542 which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

12.11 Waiver of Future Claims

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

12.12 Conflict of Interest

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Franchisee warrants that it has not paid or given and will not pay or give any officer, official, employee or agent of the City any money or other consideration for obtaining this Agreement. If it is later discovered that Franchisee directly or indirectly influenced any party that had an interest in this

agreement, Franchisee shall be subject to all penalties, fees, and enforcement actions identified in this agreement as well as any other legal or equitable actions City may have against Franchisee. In addition to any criminal or additional legal actions that any party may have against the Franchisee.

12.13 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

12.14 Amendment: No Oral Amendments

It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. This Agreement is intended, in part, to carry out City's obligations to comply with the provisions of AB 939 and regulations promulgated thereunder, as amended from time to time. In the event that AB 939 or other state or federal laws or regulations enacted after this Agreement prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. No other amendment of this Agreement shall be valid unless in writing duly executed by the Parties.

12.15 Severability

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

12.16 Attorneys' Fees

If either Party to this Agreement is required to initiate or defend or is made by a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall also be entitled to, but not limited to: reasonable attorney's fees, and expert witness fees, etc.

12.17 No Joint Venture

Neither the City nor any of its employees shall have any control over the manner, mode or

means by which Franchisee, its agents or employees, perform the services required herein, except as otherwise set forth. Franchisee shall perform all services required herein independent from the City and shall remain at all times as to City a wholly independent entity with only such obligations as are consistent with that role. Franchisee shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Franchisee in its business or otherwise or a joint venture or a member of any joint enterprise with Franchisee.

12.18 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

12.19 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12.20 Jurisdiction and Venue

The parties hereto agree that the State of California is the proper jurisdiction for litigation of any matters relating to this Agreement. The Parties further agree that Los Angeles County, California is the proper place for venue as to any such litigation arising out of the Agreement and Franchisee agrees to submit to the personal jurisdiction of such court in the event of such litigation.

12.21 Legal Action

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

12.22 Entire Agreement

This Agreement represents the full and entire Agreement between the parties with respect to the matters contained herein. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party.

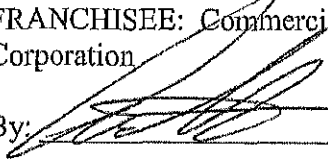
12.23 Heirs and Successors

The terms, covenants and conditions of this Agreement shall apply to and shall bind the heirs, successors, executors, administrators and assigns of the Franchisee and City.

[Signatures on Following Page]

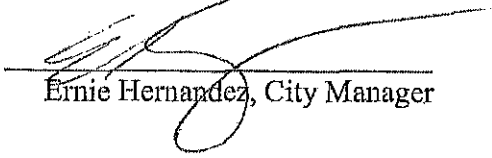
IN WITNESS WHEREOF, the Parties hereto do hereby set their hands and seals as of the day and the year first written above.

FRANCHISEE: Commercial Waste Services, Inc., a California Corporation


By:  By: _____

Title: PRESIDENT Title: _____

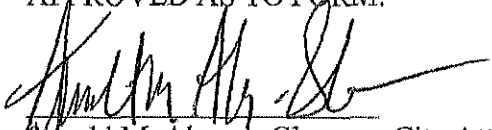
CITY OF HAWAIIAN GARDENS
CHIEF ADMINISTRATIVE OFFICER

By: 
Ernie Hernandez, City Manager

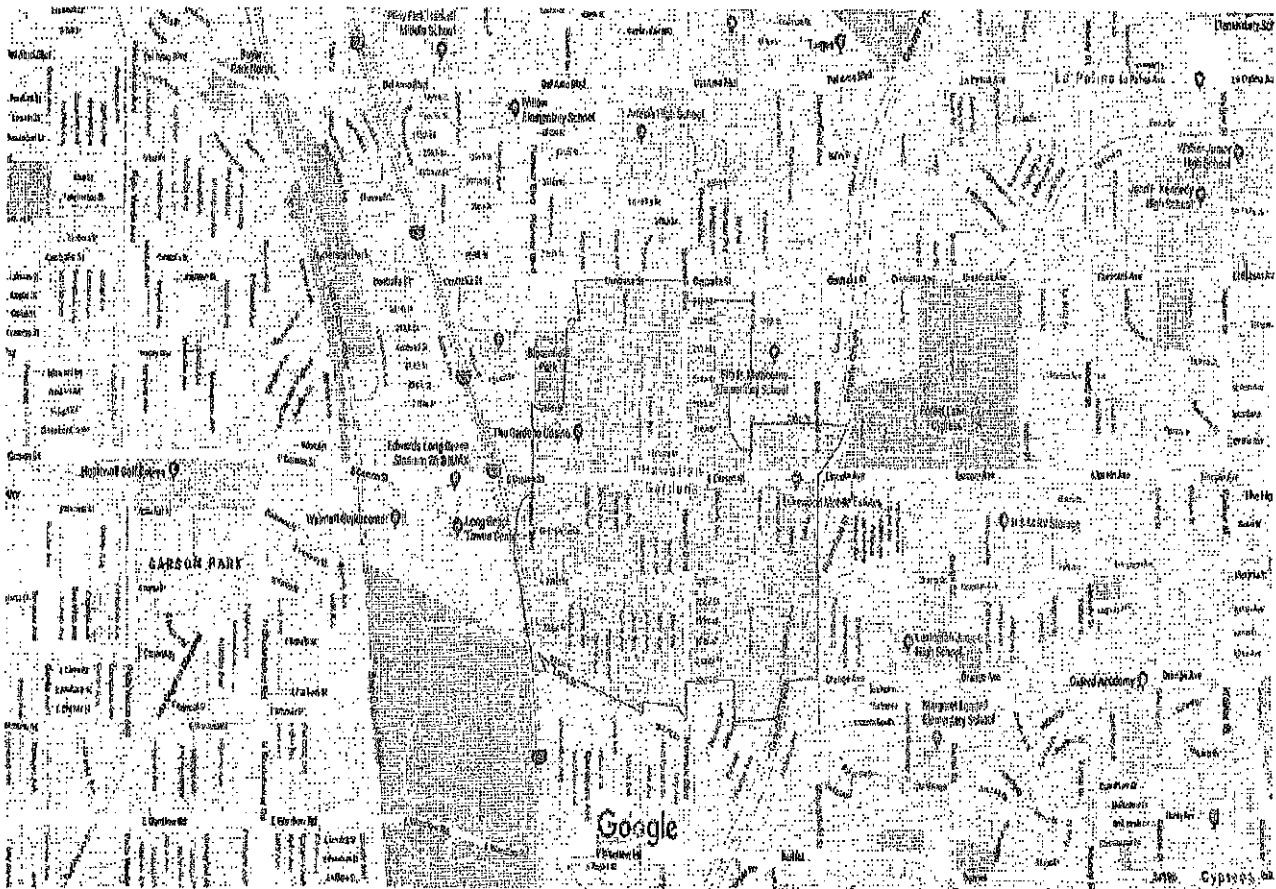
ATTEST:


City Clerk, ACTING

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT A: Hawaiian Gardens: City Boundaries



**Attachment B- 1 through Attachment B-4: Maximum Permitted Rate Schedule
Residential, Commercial, Multi-Family, Temporary**

(Separate Attachment)

ATTACHMENT B-1: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

RESIDENTIAL SERVICES

Following are the rates for July 1, 2018 through June 30, 2020:

Monthly Residential Cart Service Rates*		
Standard Service Includes: One 96-gallon refuse, One or more 96-gallon recycling, and up to Two 64-gallon green waste Carts.		
	Monthly	Quarterly
Standard Service	\$12.01	\$36.03
Low-Income Senior Rate (1)	\$10.81	\$32.43
Additional Refuse Cart – above one (96-gallon)	\$8.00	\$24.00
Additional Refuse Cart – above one (64-gallon)	\$6.00	\$18.00
Additional Green Waste Cart – above two (64-gallon)	\$4.00	\$12.00
Optional Residential Organics Recycling (SB 1383) (32 gallon)	\$8.00	\$24.00
Other Residential Cart Rates and Services* (Charged in Addition to Cart Service Rates)		
Valet Service – Authorized Disabled Customers Only		No Charge
Additional Special Overage Pickup for Automated Cart Customers (in excess of two pickups per year)		\$4.50
Additional Bulky-Waste Pickup for Automated Cart Customers – 52 pickups/1 Year		\$0

*Including all City fees.

(1) Low-Income 10% Senior rate discount includes one 64-gallon refuse cart, plus one 64-gallon recycling and one 64-gallon green waste cart.

*Optional Non-Franchise Extra Scope	Quarterly Fee	Annual Fee
Citywide Quarterly Clean-up Program	Free	Free

*See Section 1.4 for Program Description

ATTACHMENT B -2.: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

COMMERCIAL SERVICE

FOLLOWING are the rates for July 1,2018 through June 30, 2020

Standard Commercial Service

Number of Collection Per Week

Container Type Size	1	2	3	4	5	6	7	Additional Pk-up's (Same Day)
96-Gallon Containers	\$ 37.40	\$ 60.50	\$ 84.70	\$ 108.90	\$ 132.00	\$ 167.00	\$ 225.00	\$35
1 Cubic Yard bin	\$ 62.70	\$ 95.70	\$ 144.70	\$ 183.70	\$ 224.40	\$ 265.10	\$ 314.60	\$45
2 Cubic Yard bin	\$ 73.70	\$ 122.10	\$ 169.40	\$ 216.70	\$ 265.10	\$ 312.40	\$ 371.80	\$50
3 Cubic Yard bin	\$ 110.00	\$ 167.20	\$ 226.00	\$ 286.00	\$ 354.20	\$ 405.90	\$ 469.80	\$55
4 Cubic Yard bin	\$ 165.00	\$ 260.00	\$ 358.00	\$ 453.00	\$ 572.00	\$ 669.40	\$ 789.00	\$65
6 Cubic Yard bin	\$ 198.00	\$ 310.20	\$ 408.10	\$ 503.80	\$ 622.60	\$ 719.40	\$ 839.30	\$65
Compacting 30+/-Cubic Yard Box	\$600/Service up to 9 Tons -- \$65/Ton after							
Standard 40 Cubic Yard Box	\$500/Service up to 7 Tons -- \$65/Ton after							
Standard 10 Cubic Yard Box	\$440 Concrete, Dirt, Sand, Granite, and Bricks							
Locking Bin (Extra Bin)	\$ 5.00	\$ 7.50	\$ 10.00	\$ 12.50	\$ 15.00	\$ 17.50	\$ 22.50	NONE

ATTACHMENT B-3: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

Multi-Family Services

Following are the rates for July 1, 2018 through June 30, 2020:

Standard Multi-Family Services Container Type/Size	Number of Collections Per Week					Additional Pickups (Same Day)
	1	2	3	4	5	
96-Gallon Containers (Residue)	\$12.01	\$18.26	\$24.74	\$31.23	\$38.67	\$4.50
2 Cubic Yard Bin (Residue)	\$73.70	\$122.10	\$169.40	\$216.70	\$265.10	\$50.00
3 Cubic Yard Bin (Residue)	\$110.00	\$167.20	\$226.00	\$286.00	\$354.20	\$55.00
96-Gallon Containers (Extra Residue Cart)	\$8.00	\$12.16	\$16.48	\$20.80	\$25.76	\$4.50
Recycling – 3 Cubic Yard Bin (Comingled)	\$30.00	\$45.60	\$61.80	\$78.00	\$96.60	\$3.50
Green Waste – 3 Cubic Yard Bin (AB 1826)	\$65.00	\$98.80	\$133.90	\$169.00	\$209.30	\$4.00
Locking Bin	\$5.00	\$7.50	\$10.00	\$12.50	\$15.00	
Extra Dump Charge (2 & 3 c.y. Bin)	\$50/Extra Dump 2 Y.D. – \$55/Extra Dump 3 Y.D.					
On-Call Bulky Item Collection						
On-Call E-Waste and U-Waste Collection						

ATTACHMENT B-4: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

TEMPORARY BIN/BOX SERVICE

Following are the rates for July 1, 2018 through June 30, 2020:

Standard Temporary Bin/ Box Container Type/Size	Service Charge				
	Pickup/Delivery Charge	Per Dump Charge	*Overweight Charge Per Ton	Daily rental after 7 days without dumping	Dead Run charge
3 Cubic Yard Bin	\$100.00	\$85.00	N/A	Free	\$75.00
10 Cubic Yard Box	\$150.00	\$300.00	\$65.00	\$5.00	\$150.00
30 Cubic Yard Compactor	\$150.00	\$150.00	\$65.00	\$5.00	\$150.00
40 Yard Box	\$150.00	\$350.00	\$65.00	\$5.00	\$150.00

ATTACHMENT C: Special City Events/City Facilities

Contractor shall provide solid waste collection services at special city events, as provided in the following list, at no cost. The city currently has twelve (12) special events per year. Contractor may be required to provide cardboard box litter receptacles and plastic liners for certain events. Contractor will provide rolloff boxes and/or commercial bins for the collection of waste at each event. City staff will be responsible for placing the waste in the collection bins or boxes. All collected waste will be processed at a MRF for optimum recycling.

CURRENT SPECIAL ANNUAL EVENTS

- 1) Safe Community Month
- 2) Easter Egg Hunt
- 3) Carnival & Parade
- 4) Independence Day Celebration
- 5) Car Show
- 6) National Night Out
- 7) Robert Canada Friendship Pow Wow
- 8) 3K Fun Run
- 9) Halloween Program
- 10) Veterans Day Ceremony
- 11) Christmas Tree Lighting

Location	Address	Count	Size	Material
City Hall	21815 Pioneer Blvd.	1 ea.	3 c.y.	Waste
Recreation Senior Center	21815 Pioneer Blvd.	2 ea.	3 c.y.	Waste
Public Safety/Library	11940 Carson St.	1 ea.	3 c.y.	Waste
LeeWare, MAOF Pre-School	22150 Wardham Ave.	1 ea.	3 c.y.	Waste
City Yard	On-Call	2 ea.	40 c.y.	Waste
LeeWare Pool	22310 Wardham Ave.	1 ea.	3 c.y.	Waste
Hawaiian Gardens Teen Ctr.		1 ea.	3 c.y.	Waste

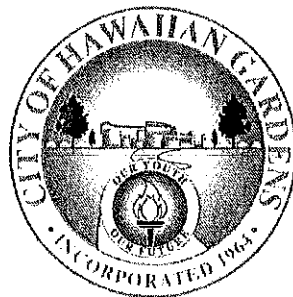
ATTACHMENT D: GOOD CORPORATE CITIZEN STATEMENT

1. Good corporate citizens enhance Hawaiian Gardens through employment practices:
 - Hire Hawaiian Gardens residents when possible
 - Provide training and promotion opportunities for all workers
 - Provide adequate wages and benefits
 - Provide safe, clean, and healthy work environment
 - Provide family friendly benefits that support family life such as maternity/paternity leave, child care and day care
2. 2. Good corporate citizens enhance Hawaiian Gardens through environmental responsibility:
 - Use Hawaiian Gardens sources for goods
 - Minimize use of resources
 - Used recycled content products wherever possible
 - Use energy efficient systems
 - Support opportunities for employees to use car pools/public transportation
3. 3. Good corporate citizens enhance Hawaiian Gardens through excellent customer service practices:
 - Being responsive to Hawaiian Gardens residents' complaints
 - Being courteous and helpful
 - Being bi-lingual
 - Extending a helping hand to the seniors and handicapped
4. Good corporate citizens enhance Hawaiian Gardens through financial practice:
 - Purchase supplies locally
 - Support Hawaiian Gardens youth teams, local schools, and community organizations.
 - Support volunteerism and community involvement by employees
 - Support and participate in Hawaiian Gardens community events

Attachment E: Contractor Submittals

[City to provide from bid submittal]

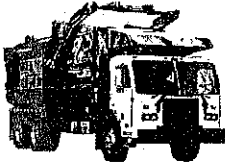
COMMERCIAL WASTE SERVICES



SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP NO. 2018-002

APRIL 23, 2018



COMMERCIAL
Recycling • Waste Collection
Since 1946



April 23, 2018

City of Hawaiian Gardens
21815 Pioneer Blvd.
Hawaiian Gardens, CA 90716

Commercial Waste Services is honored to submit its proposal per your request in consideration to provide exclusive waste removal and recycling services for the city of Hawaiian Gardens. We are a highly reputable and well-respected locally based company, our experience coupled with our ability to provide excellent customer service at a competitive rate will indicate Commercial Waste Services is the best company to meet the needs of your city.

Commercial Waste Services is a fourth generation family owned and operated company. We believe in putting our customers first, providing them with personalized service, while minimizing any issues on a professional level. Commercial Waste Services is constantly energized in communicating our latest ideas on how to ensure customer satisfaction. One such innovation we take pride in is our 24-hour a day 7 day a week customer telephone support services; staffed with live receptionists standing by to answer any questions and immediately address any requests a customer may have.

Although our proposal contains an in depth description of all the ways in which Commercial Waste Services can be of benefit to the city of Hawaiian Gardens we have provided an overview of our proposal below.

- ❖ \$10,000 Annual Contributions in scholarships to Hawaiian Gardens residents who seek higher education.
- ❖ 4 Free Community Bulky Item Cleanup events
- ❖ Local office to Hire Hawaiian Gardens Residents and allow the city to capitalize on income from purchases made for the implementation of the contract.
- ❖ A Commercial Waste Services Recycling coordinator will be in charge of ensuring that we maintain our 70% recycling rate and compliant with the AB341 requirements.
- ❖ We offered a performance bond of \$1,000,000.00 exceeding any other proposer.
- ❖ Backyard composting classes to businesses and residents in the City of Hawaiian Gardens
- ❖ 2 Free annual shred events
- ❖ We offered 52 Bulky item pickup services per year for each resident of the City of Hawaiian Gardens.
- ❖ We offered 12 Bulky item pickup services per apartment complex for the city of Hawaiian Gardens

Commercial Waste Services has taken the steps necessary to verify the number of homes, businesses, multi-family residences, containers, routes, tonnage volumes, and collection area in preparation of the submitted proposal. Commercial Waste Services has reviewed the entire Request for Proposal including Attachments A-F inclusive of the Draft Franchise Agreement and takes no exceptions. Commercial Waste Services will provide a check in the amount of one hundred thousand dollars (\$100,000.00) within thirty (30) days upon execution of Franchise Agreement (Effective Date). Commercial Waste Services also agrees to remit 10% of annual gross receipts to the City of Hawaiian Gardens.

Commercial Waste Services consists of a team of experts who have been in the refuse business for 72 years. We guarantee the city of Hawaiian Gardens will receive the best service at the most competitive price.

Regards

A handwritten signature in black ink, appearing to read 'H. Petrosian', with a stylized flourish at the end.

Haik Petrosian
Commercial Waste Services
1165 S Maple Ave
Montebello, CA 90640
(323) 718-0959
Haik@CWRServices.com



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1.D. Business Structure

I. Commercial Waste Services, Inc.

II. S type Corporation

Aron Petrosian and Halk Petrosian are open in signing personal guarantees to secure bid.

III. May 1, 1946

IV. Aron Petrosian

V. Aron Petrosian - CEO

Halk Petrosian - COO

Ashley Mehrabi – CFO

VI. 1165 S Maple Ave

Montebello, CA 90640

VII. Commercial Waste Services plans on opening a local office within Hawaiian Gardens city limits. This will allow the City of Hawaiian Gardens to capitalize on sales tax from the purchase of equipment. This location will also need office staffing where we will prioritize City of Hawaiian Gardens residents. We will also recruit drivers from this location that will be convenient for City of Hawaiian Gardens residents to apply.



2. Experience and Qualifications

Commercial Waste Services has been collecting solid waste, recyclables and green waste from residential and commercial premises since 1946. It is a 4th generation company that puts customer service first.

Commercial Waste Services had the privilege to serve the City of Malibu starting in 1995 through 1999. More currently, we service many mixed properties throughout the County of Los Angeles, which involve commercial businesses that use standard commercial containers along with condominiums using the standard 96 gallon waste and recycling containers. For reference, we have attached a letters of recommendation from property managers from various multi residential sky rises, housing thousands of people across the Greater Los Angeles area.

Our expertise extends from our impeccable customer service to our impressive safety programs. Our loss runs are indicative of our minimal incidents in regards to accidents and property damage claims, as well as our spotless BIT inspection records from the California Highway Patrol.

Staff experience that will directly oversee the Hawaiian Gardens operations

Aron Petrosian: 47 Years of Experience owning operating companies providing waste and recycling services throughout Southern California

Ruben Hernandez: 37 Years of inspecting refuse vehicles for the California Highway Patrol.

Jake Michaelian: 36 Years of Experience dispatching and acting as a operations manager for multiple companies including Republic services

Ramon Alcantera: 34 Years of Experience In waste industry including route supervisor and customers service liason for multiple companies including Republic Services

Chip Clements: 31 Years of Experience in the waste industry. Has developed over 300 waste/recycling facilities throughout California.

Haik Petrosian: 15 Years of Experience In waste industry management including development of a C&D facility

Alfredo Torres: 12 Years of Experience In the waste industry 5 as a customer service manager

Roxy Petrosian: 10 Years of Experience In the waste industry managing office staff and customer service to ensure quality.

Total years of waste experience to manage Hawaiian Gardens operations = 186 Years

Commercial Waste has the experience and the willingness to easily surpass current services and programs in the City of Hawaiian Gardens. Listed below are two charts the first showing a list of cities Commercial Waste currently service the second chart shows a list of school districts and community colleges that currently utilize our services.



2. Experience and Qualifications

City Name	Service Period	Types of Services Provided	Type of Contract
<p>City of Hawaiian Gardens</p>	<p>Serviced: 2016 – 2021</p>	<p>CDBG Bulky Item Cleanup Residential Cleanup</p>	<p>Exclusive</p>
<p>City of Montebello 1700 W Victoria Ave Montebello, CA 90640 Francesca Tucker-Schuyler 323-887-1200</p>	<p>Serviced: 1946 through Present</p>	<p>Services: Rolloff, Front Load, Automated. Residential, Multi-Family, Commercial, Industrial and Construction. Waste collection, Comingled recycling, C&D recycling, green waste</p>	<p>Non-Exclusive Permit System</p>
<p>County of Los Angeles PO Box 7437 Alhambra, CA 91802 Neonika Walker 626-458-6990</p>	<p>Serviced: 1946 through Present</p>	<p>Services: Rolloff, Front Load, Automated. Residential, Multi-Family, Commercial, Industrial and Construction. Waste collection, Comingled recycling, C&D recycling, green waste</p>	<p>Non-Exclusive Permit System</p>
<p>City of Burbank 500 S Flower St Burbank, CA 91502 Kreigh Hampel 818-238-3900</p>	<p>Serviced: 1984 through Present</p>	<p>Services: Rolloff, Front Load, Multi-Family, Commercial, Industrial and Construction. Waste collection, Comingled recycling, C&D recycling, green waste</p>	<p>Non-Exclusive Permit System</p>
<p>City of Glendale 540 W Chevy Chase Dr. Glendale, CA 91204 Tom Brady 818-552-2870</p>	<p>Serviced: 1981 through Present</p>	<p>Services: Rolloff, Front Load, Multi-Family, Commercial, Industrial and Construction. Waste collection, Comingled recycling, C&D recycling, green waste</p>	<p>Non-Exclusive Permit System</p>
<p>City of Commerce 2535 Commerce Way Commerce, CA 90040 Linda Wright 323-722-4805</p>	<p>Serviced: 1946 through Present</p>	<p>Services: Rolloff, Front Load, Multi-Family, Commercial, Industrial and Construction. Waste collection, Comingled recycling, C&D recycling, green waste</p>	<p>Non-Exclusive Permit System</p>



2. Experience and Qualifications

<p>City of Torrance 3031 Torrance Blvd Torrance, CA 90503 Susanne Bittman 310-781-6900</p>	<p>Serviced: 1989 through Present</p>	<p>Services: Rolloff, Front Load, Multi-Family, Commercial, Industrial and Construction. Waste collection, Comingled recycling, C&D recycling, green waste</p>	<p>Non-Exclusive Permit System</p>
<p>City of Santa Monica 2500 Michigan Ave Santa Monica, CA 90404 Gustavo Guzzetti 310-458-8739</p>	<p>Serviced: 1990 through Present</p>	<p>Services: Rolloff, Front Load, Multi-Family, Commercial, Industrial and Construction. Waste collection, Comingled recycling, C&D recycling, green waste</p>	<p>Non-Exclusive Permit System</p>
<p>City of El Segundo 350 Main St El Segundo, CA 90245 Roger Graman 310-524-2317</p>	<p>Serviced: 1994 through Present</p>	<p>Services: Rolloff, Front Load, Multi-Family, Commercial, Industrial and Construction. Waste collection, Comingled recycling, C&D recycling, green waste</p>	<p>Non-Exclusive Permit System</p>
<p>City of Bell Gardens 8327 Garfield Ave. Bell Gardens, Ca 90201 Veronica Sanchez 562-806-7770</p>	<p>Serviced: 2015 through Present</p>	<p>Services: Rolloff, Front Load, Multi-Family, Commercial, Industrial and Construction. Waste collection, Comingled recycling, C&D recycling, green waste</p>	<p>Non-Exclusive Permit System</p>



2. Experience and Qualifications

Name	Address	Contact	Phone#	Email
Pasadena City College	1570 E Colorado Blvd Pasadena, CA 91106	Sara Flores	626-375-4212	SxFlores@pasadena.edu
Norwalk La Mirada Unified School District	12820 Pioneer Blvd Norwalk, CA 90650	Cindy Jimenez	562-868-0431 X2047	CJimenez@NLMusd.k12.ca.us
Little Lake City School District	10515 S Pioneer Blvd. Santa Fe Springs, CA 90670	Manuel Correa	<u>562.868.8241</u> <u>Ext. 2248</u>	<u>mcorrea@llcsd.net</u>
Whittier Union High School District	9401 S Painter Ave Whittier, CA 90605	Beverly Tory	562-698-8121 X1105	Beverly.Tory@WUHSD.ORG
Duarte Unified School District	1620 Huntington Dr. Duarte, CA 91010	Ermias Bitow	626-599-5042	<u>ebjtow@duarteusd.org</u>
Rio Hondo College	3600 Workman Mill Whittier, CA 90601	George Lopez	562-463-7594	GLopez@RioHondo.edu
Compton Community College	1111 E Artesia Blvd. Compton, CA 90221	Linda Owens	310-900-1600	Lowens@elcamino.edu
Arcadia Unified	150 S. 3 rd Avenue Arcadia, CA 91006	Jaime Morales	626-821-6620	Jmorales@ausd.net
Citrus Community College	1000 West Foothill Blvd. Glendora CA 91741	Robert Iverson	(626) 914-8888	<u>riverson@citruscollege.edu</u>
Cerritos College	11190 Alondra Blvd Norwalk, CA 90650	Luz Ocampo	562-860-2451 x2307	LOcampo@Cerritos.Edu



3. References

CWS has provided a list of 10 Cities that have been serviced with pride and quality. As well as a list of 10 community colleges and school districts. Below is a list of 3 business that CWS has provided quality services to. In addition to contact information the 3 references have also provided letters of references located in Attachment M.

Organization	Contact Name	Contact Phone Number
RePlanet	Antonio Padilla	951-531-5716
LA Dumpster Rental	Robert O'Neill	213-279-5046
Little Tokyo Public Safety Association	Brian Kito	213-613-1911

Key Employee Contact



Name	Title	Email	Phone	Role
Aron Petrosian	Chief Executive Officer	Aron@CWRServices.com	(213) 216-1779	City Contact and negotiator for contractual affairs
Haik Petrosian	Chief Operating Officer	Haik@CWRServices.com	(323) 718-0959	Coordinates community outreach and educational programs
Ashley Mehrabi	Chief Financial Officer	Ashlev@CWRServices.com	(323) 728-9554	Directs financial planning and computer systems provides financial resources
Jake Michaelian	Management Supervisor	Jake@CWRServices.com	(323) 728-9554	Dispatches drivers and overlooks route completion
Rudy Bermudez	Governmental Affairs	Rudy@CWRServices.com	(323) 728-9554	Oversees government affairs and any public relations issues.
Debra Gonzalez	Operations Manager	Debra@CWRServices.com	(323) 728-9554	Manages the collection routes and assists in dispatching drivers.
Ruben Hernandez	Safety Supervisor	Peter@CWRServices.com	(323) 728-9554	Oversees all safety matters involving CWS employees
Roxy Petrosian	Office Supervisor (Dedicated to HG)	Roxv@CWRServices.com	(323) 728-9554	Manages all customer service issues that are called in to the office ensuring customer satisfaction
Alfredo Torres	Field Customer Service Manager	Alfredo@CWRServices.com	(323) 728-9554	Manages all customer service issues with site visits to ensure customer satisfaction
Ramon Alcantera	Field Manager	Ramon@CWRServices.com	(323) 728-9554	Manages Commercial Waste Employees in the field to streamline efficiencies
Isreal Ortega	Fleet Maintenance Manager	Isreal@CWRServices.com	(323) 728-9554	Oversees mechanical maintenance for fleet vehicles.
Cindy Liles	Organic Waste Specialist	Cliles@Clementsenvironmental.com	(818) 267-5100	Implement and Oversee the Organic Waste Program



4. Organization and Staffing

Aron Petrosian: Chief Executive Officer

Mr. Petrosian's solid waste experience traces back decades with the inception of Commercial Waste Services. Mr. Petrosian has spent the last thirty years applying his visionary diversion programs to complex business and other various commercial environments that demand expedience and efficiency. The longevity of Mr. Petrosian's career envelopes Innovation and a consistency that has allowed many to use his achievements in solid waste and recycling as a benchmark for successful business practices.

One of the hallmarks of Mr. Petrosian's career was the careful and calculated handling of the Malibu solid waste franchise in 1996-2000. A highly trafficked and socially vibrant community known for its meticulous standards, the City of Malibu demanded attention to detail and a unique system of operation that would enable all visiting and permanent residents to be active participants in a variety of waste and recycling programs no matter where their property was situated at. The result was a seamless franchise contract roll out that allowed residents to receive uninterrupted service at reasonable operating times while still remaining committed to city ordinances and preserving the socially prominent culture of the community.

As a well-respected individual in the waste management industry, Mr. Petrosian utilized his hands on approach to tackle any questionable service issue beforehand by meeting with HOA boards, business owners and management companies in order to address and resolve and thus prevent interruptions in service. Each situation was further personalized by addressing each and every inquiry made by constituents during the entire duration of the contract thus maintaining the standards of the community.

Duties and Responsibilities

Mr. Petrosian serves as the CEO for Commercial Waste Services and will be responsible for compliance with all government rules and regulation regarding environmental compliance, required reports, fees and collection requirements. Mr. Petrosian will be responsible for ensuring both the preparation and delivery of all requested documentation by the City pertaining to the company. He will also be responsible for coordinating all financial documents with the CFO and corresponding with the CEO on all City related and operational matters.



4. Organization and Staffing

Haik Petrosian: Chief Operating Officer

Haik Petrosian brings nearly 10 years of experience to the Commercial Waste Services Management team. He is an experienced staff member specializing in bringing innovations to the waste industry, specifically in the areas of operation, equipment allocation, personnel management, route structuring, vehicle scheduling, collection technique, rate structure and financial management. He has gained this valuable experience from learning about the business from the ground up. From his start in the company, working side by side with his father, Aron Petrosian, Haik has assisted in growing the business and expanding to new methods in waste disposal and recycling. He began his career the way most professionals do, at the bottom. Haik began as a Scout Truck Operator, then as a Front-Loader Operator and a Roll-Off Driver. He continued his success by understanding how the business works on the field. As a Route Manager, Safety Manager, Customer Service and Sales Representative, Mr. Petrosian has been involved in all aspects of the waste and recycling business. Having been born into the family who began the business in 1946, Haik currently operates one of the most reliable refuse and recycling operations in Southern California.

At this point in time, Haik is the point of contact for any and all automotive maintenance issues underway at Commercial Waste Services. His experience in automotive technological advances provides him with the leverage he needs to keep Commercial Waste Services ahead of the curve in waste and recycling advances. As a long-time supporter of environmentally conscious innovation, Haik Petrosian is well aware of the changes that have been put in place in the trucking industry and has been actively preparing Commercial Waste Services for them incorporating fully updated CNG fleet into current route distribution.

Duties and Responsibilities

Mr. Petrosian will be responsible for any and all public relation obligations and will be representing Commercial Waste Services at all City meetings effectively functioning as the City contract manager. Mr. Petrosian will assign, direct and administer the provisions of the contract agreement to the satisfaction of the City and to oversee the collection procedures as stipulated by the proposal. Moreover, Mr. Petrosian will assure that the proper equipment is ready and available for timely implementation, that his entire staff is properly trained, and that the collection methods described in this proposal are implemented as intended and as proposed.



4. Organization and Staffing

Ashley Mehrabi: Chief Financial Operator

Mrs. Mehrabi has developed the financial well-being of the company by providing annual projections and accounting services, preparing growth plans and advising in staff direction. Mrs. Mehrabi aids in developing finance organizational strategies by contributing financial and accounting information, analysis and recommendations to strategic thinking and direction. By establishing functional objectives in line with organizational objectives, Mrs. Mehrabi is able to project acquisition and expansion prospects for Commercial Waste Services to expand its areas of operation. Additionally, Mrs. Mehrabi experience has given her the necessary edge to identify opportunities for improvement, cost reduction, and systems enhancement as well as accumulating capital to fund expansion.

Having grown up in a family invested in the waste industry, Mrs. Mehrabi is accustomed to the business in all aspects allowing her to properly perform her duties. Assisting in web editing and overseeing any document distribution to ensure accuracy and completeness, Mrs. Mehrabi has been able to maintain the integrity of Commercial Waste Services and translate the standards by which we operate through text.

Duties and Responsibilities

Mrs. Mehrabi will be responsible for ensuring that the financial commitments for all vehicles, educational materials, equipment, carts, bins and vehicles are ready prior to contract start date. She is responsible for preparing the final cost estimates identified in the RFP and the financial requirements outlined in the City's RFP. Mrs. Mehrabi works with Commercial Waste Service's outside accountants, financial institutions, insurance companies, bonding firms and vendors to ensure that all contractual or contract requirements are met prior to and during the life of the contract.



4. Organization and Staffing

Jake Michaelian: Management Supervisor

Mr. Michaelian is the nucleus of the Operations Department. As the Management Supervisor his energetic presence in the operation makes Commercial Waste Services a 24 hour response team. By fielding calls from high profile accounts off site as well as during office hours over the phone, Mr. Michaelian has firmly established Commercial Waste Services as a hauler that meets service time guarantees for its roll off and construction & demolition accounts, accommodating film and television schedules in a professional manner.

By maintaining a selected network of refuse operators at hand, Mr. Michaelian is able to dispatch a driver at all hours in order to meet the time sensitive demands of entertainment industry accounts maintained by COO Haik Petrosian. With a lengthy corporate background in the industry, Mr. Michaelian brings his dedicated manner to the entire Commercial Waste customer base which has earned his esteem as the most reliable dispatcher in the solid waste industry.

In addition to fulfilling the scheduling of all roll off, commercial, and residential service orders, Mr. Michaelian is also skilled at handling a wide range of services related and billing inquiries with a keen knowledge for resolving service issues in a timely and respectful manner.

Duties and Responsibilities

In addition to interacting closely with the CEO, Mr. Michaelian will report directly to the Operations Manager of any potential service interruptions and function as a utility when communicating information regarding all service accounts to the appropriate department. Mr. Michaelian will send and receive all radio calls and relay pertinent information in real time to all designated parties.



4. Organization and Staffing

Rudy Bermudez: Government Affairs

Mr. Rudy Bermudez is a well-seasoned government representative who has accomplished many feats for the people. As an elected State Assemblyman in 2002, which included portions of Los Angeles and Orange Counties, as well as the cities and communities of Norwalk, Artesia, Buena Park, Cerritos, Hawaiian Gardens, Lakewood, Los Nietos, Santa Fe Springs, South Whittier, Whittier and West Whittier. Mr. Bermudez worked to improve education at various levels of degrees and promoted public safety. His qualifications as an Assemblyman arise from his previous work for over 30 years in law enforcement as a Parole Agent with the Department of Correction. In addition to such large scale work, Mr. Bermudez served on the Norwalk City Council from 1999-2002, and was a member of the Norwalk-La Mirada School Board for eight (8) years.

A native Angelino, Mr. Bermudez is a graduate of the University of California at Los Angeles (UCLA) with a bachelor's degree in sociology. He also received his master's degree in Public Administration from California State University at Long Beach (CSULB). Mr. Bermudez has a longstanding history of working with our community's youth as well as his connections with minority groups in the surrounding Los Angeles area. More specifically, Mr. Bermudez had been involved with environmentally friendly advancements to help improve our way of living in such as industrial city. His efforts did not go unnoticed as he decided to focus on the waste removal concerns and develop a working relationship with Commercial Waste Services.

The Petrosian family hired Mr. Bermudez to revitalize Commercial Waste Services into one of the most vibrant and intrepid solid waste operators in Southern California. Mr. Bermudez oversees the development of environmental sustainability programs and policies; his responsibilities also include project management, educational outreach, government affairs and marketing, communication. He works closely with cities, schools, and businesses to create educational material and site specific recommendations. She also assists in the placement of hard to recycle items either through reuse or specializing recycling options.

Mr. Bermudez works directly in all operational areas of the business, although he now allocates a large percentage of his schedule to outside functions such as public relations and participation in civic and service organizations, including Chambers of Commerce, School Districts, etc.

Duties and Responsibilities

Mr. Bermudez will be responsible for ensuring the public image of Commercial Waste Services remains upheld and the relationships developed with the City Council members remain strong. By maintaining such ties with the City, Mr. Bermudez is able to guarantee a professional transmission between the City and Commercial Waste Services, through which any complaints or issues can be resolved in a timely manner.



4. Organization and Staffing

Ruben Hernandez: Safety Coordinator

Mr. Hernandez began his career working as a mechanic specializing in Diesel, Electrical and Air Conditioning with the Greyhound bus Lines for 10 years. He used the skills he learned there to work with the California Highway Patrol (CHP) for 37 years as a motor carrier specialist. While working with the CHP, Mr. Hernandez was responsible for auditing hazmat material shippers and transporters for compliance with the California and Federal regulations. As such, Mr. Hernandez is a certified federal and state instructor of hazmat transportation for bulk and non-bulk materials and a cargo tank instructor. He was also a field training officer from 1985 – 2017. From 2003 – 2015, he performed new entrant safety audits for the Federal Motor Carriers' Safety Association. He was responsible for performing field investigations (Fatal accident and reconstruction) for the Department of California Highway Patrol. He has also been certified to inspect all school buses, transit vehicles, SPAD buses, youth buses and general public paratransit vehicles.

Mr. Hernandez's current duties with Commercial Waste Services are to oversee the staff mechanics to ensure that proper maintenance is conducted. He is also monitoring the safety programs to meet and/or exceed CHP and local law enforcement standards. As part of the safety program, Mr. Hernandez has assisted in the implementation of a drug and alcohol program to conduct random drug tests. He reviewed drive cam events and reviews driver violations and other areas of concern with each responsible driver individually. Following his inspection and review, Mr. Hernandez instructs drivers how to properly inspect their vehicles when conducting mandatory pre and post-trip inspections to ensure any potential issues are reported in a timely manner. He manages our "lock-out tag-out" program, which ensures that vehicles in need of service are not used. Each vehicle must pass through our "road worthy" inspection after all necessary repairs are made to ensure that all mechanical issues have been corrected prior to use.

Mr. Hernandez has been a great addition to our team in the more recent years and has remained instrumental in keeping Commercial Waste Services at the top of our class in regards to regulatory agency standards for mechanics and safety.



4. Organization and Staffing

Alfredo Torres: Customer Service Manager

Mr. Torres works directly with clients to ensure their satisfaction. His relatable skills allow him to navigate as a prominent member of Commercial Waste Services as the Customer Service Manager. Maintaining the standards set by his superiors, Mr. Torres brings nearly 10 years of experience in customer service and account management to the company. His calm and collected demeanor allows timely manner. Working directly with the Operations Manager and Field Manager, Mr. Torres's communication skills maintains a professionally necessary alliance to address any questionable invoices beforehand allowing for an efficient billing structure.

A steady maintenance of all customer service inquiries and billing reports allows Mr. Torres to survey the amount of calls received and the time required to resolve them as well as analyze and implement resolutions and solutions to these reports. Mr. Torres is responsible for the recruitment, training, and development of all customer service representatives and is aware that the agreement with the City requires an additional representative to ensure adequate coverage before the collection begins and throughout the term of the agreement.

Duties and Responsibilities

Mr. Torres will be responsible for all aspects of the Customer Service Department including maintaining a qualified and appropriate level of staff to meet the demands of the entire Commercial Waste Services customer base. In addition to staffing bilingual representatives in Spanish, Mr. Torres will continue to conduct monthly customer service meetings and quarterly training seminars on the topics of customer service satisfaction and techniques to address inquiries of all types with poise and professionalism.



4. Organization and Staffing

Ramon Alcantera: Field Manager

Mr. Alcantera has been in the waste industry since a very young age. He continues to maintain his credible reputation as a dependable refuse operator, respected route auditor and a trusted Field Manager. Mr. Alcantera has conducted implementation of waste and recycling services for the Athens district located in the Unincorporated County of Los Angeles as well as the City of West Hollywood. Mr. Alcantera's Duties also included supervising and training of all residential and commercial refuse operators as well as answering customer inquiries on the field. Mr. Alcantera raises the bar in customer service satisfaction.

The completion of both residential and commercial routes in a safe and timely manner is the chief responsibility of Mr. Alcantera with special attention to maintaining a strong and productive relationship with constituents, members of the community and all Los Angeles area code enforcement officials. Moreover, Mr. Alcantera serves to maintain the above standard safety record of Commercial Waste Services by frequently surveying the routes in which his refuse operators serve and sustaining a fully operating fleet of vehicles at all times.

Duties and Responsibilities

Mr. Alcantera will be responsible for assisting in the implementation of the City's collection program as proposed by Commercial Waste Services. He will assist in training refuse operators, map & route commercial, multi-family, and residential collection locations, initiate collection procedures, and physically monitor collection for the first 90 days or sooner. Mr. Alcantera will report directly to the operations manager to ensure that all collection and safety procedures are being followed to the letter of the agreement.

Mr. Alcantera will also be responsible for the design, implementation, and daily oversight of recycling programs proposed including curbside recycling, green waste, manure, commercial recycling, environmental waste, bulky item diversion, school recycling, and other required diversion programs. Mr. Alcantera will direct a staff of recycling personnel specifically trained in the private industry to uncover opportunities for recycling programs, design them specific to the customer's needs and implement said programs with training and follow-up education. He will also work closely with the City to obtain approval for all educational materials developed for distribution, education and evaluations for recycling options presented herein as required by the Agreement.



CLEMENTS ENVIRONMENTAL

COMPANY SUMMARY

Clements Environmental Corporation (Clements) is an environmental engineering consulting firm located in Los Angeles. Since 1987, the firm has specialized in solid waste engineering and management, environmental regulatory compliance, and facility permitting and development. Clientele includes private industry and city and county government agencies. Specific expertise includes: integrated solid waste management planning and program implementation; transfer station and Material Recovery Facility planning, permitting, and design; composting and anaerobic digestion (AD) facility development; regulatory compliance evaluations; renewable energy technologies, Zero Waste strategic planning; and feasibility analysis. The firm has worked on the development of over 300 projects in California.

PRIMARY CONTACT

Chip Clements, P.E.

Office: (818) 267-5100 ext. 29

E-mail: cclements@clementsenvironmental.com

Chip Clements, P.E. (Project Manager)

Mr. Clements has managed over 300 solid waste and recycling projects in his career in the solid waste industry and since founding Clements Environmental in 1987. These projects have included many feasibility studies including recent MRF analyses for the City of Davis, CA and Santa Maria, CA. He is currently working with Orange County Waste & Recycling on the feasibility of placing composting and AD projects at operating County Landfills. He is also assisting the Los Angeles County Dept. of Public Works in their efforts to support development of the first conversion technology (e.g. gasification) project in LA County. In addition, he is currently leading all public education, outreach, customer enrollment, and waste characterization work for one of the City of Los Angeles exclusive franchise zones which has over 6,000 customer accounts.

REFERENCE PROJECT

Client: Universal Waste Systems

Project: City of Los Angeles, RecycLA (Exclusive Commercial Franchise)

Clements Environmental has started work on a 10-year contract to provide outreach and education services to over 6,000 commercial accounts as part of the City of Los Angeles' new recycling program, "RecycLA". As sub-contractor to Universal Waste Systems, the Clements Zero Waste Team will enroll and train every commercial and large multi-family account in the Northeast Zone of the City in the new system which includes not only blue bin recycling of traditional recyclables, but also green bin recycling of organics. As of the last program update, the Zero Waste Team has conducted over 10,000 site visits and signed up 67% of these accounts for this new program.



5. Background

CWS has conducted extensive route audits in the City of Hawaiian Gardens. CWS has counted all commercial and residential containers on multiple occasions. CWS has found many inconsistencies on the number of recycling and greenwaste containers as compared to what has been reported. CWS has taken in consideration the lack of Organic recycling in the City and has identified many businesses that will be required to create programs.

Page 11 (Section 1.2.1 Residential Sector Service Data) Table 5 Existing Residential Cart Counts

Sector	32 Gal	64 Gal	96 Gal
Residue Carts	1	0	2,250
Recycling Carts	0	51	1,962
Green waste Carts	2,079	12	5
Total Count	2,080	64	4,217

*Numbers above have been obtained from the RFP

Below is what we found to be more realistic count of Green Waste containers.

Greenwaste Cart Count

Sector	Customer Owned Bins	32 Gal	64 Gal	96 Gal
Green waste Carts	177	60	10	3
Total Count	177	61	61	4,215

*Numbers above have been obtained from the A route audit conducted by Commercial Waste Services on 3/7/2018

Why I feel the greenwaste tonnage seem to be inaccurate.

The main concern is the accuracy of the container count for green waste containers

The other issue this presents is the volume of Green Waste reported in 2017. If I plug in 510 tons in my formula (Inbound Tonnage / Weeks Per Year) x Pounds in a Ton / Number of Containers = **Pounds Per Container**
 $510 / 52 \times 2,000 = 19,615 / 327 = 60$ pounds per container 60 pounds per container average is highly unlikely. If we factor in a 25% margin of error it will come out to 45 pounds per container (still a unlikely amount)

What I found to be inconsistent and unlikely.

The other inconsistency that I see is the 32 Gal Residue Carts count is 1 (Common size in the mobile home areas with limited space). It is not a large factor that the information provided needs additional verification.

Year to Year Tonnage Chart

Year	Tonnage	Percent Difference From Previous Year
2017	10,921.15	23.5%
2016	8,841.77	10.8%
2015	7,978.90	-15.8%
2014	9,476.23	19.8%
2013	7,908.03	-30.2%
2012	11,334.94	26.1%
2011	8,984.28	24.5%
2010	7,214.04	

*Numbers above have been obtained from the RFP

The tonnage difference between 2010 and 2012 shows a 57% increase in tonnage. This is highly unlikely due to the fact that the city is built out and doesn't have room for any major development producing more waste through new businesses or through construction.



6. WORK PLAN AND METHODOLOGY

Commercial Waste Services (CWS) recognizes the importance of a smooth transition; benefiting both the City and the haulers involved. The key components of this work plan proposed by Commercial Waste Services center around three key concepts:

1. Education;
2. Consideration; and
3. Execution

Education is an integral part of Commercial Waste Services' mission to enhance the future of waste handling services. CWS believes an educated community is a prepared community.

6.1 Residential "Core" Cart Service

6.1.1 Automated Carts

Commercial Waste Services (CWS) believes a crucial part of the initial stages of implementation is to familiarize themselves with the community. CWS plans to achieve this by utilizing the residential data set supplied by the City to populate the customer database and prepare a City-specific distribution plan. The distribution plan's main function is to distribute Public Education Materials (PEMs) notifying the residents about the change in service, new benefits, and eligible programs.

PEMs will provide information regarding the distribution of new carts/bins/containers, when the residents can expect them to arrive, and the service provider contact information. As compliant with state recycling mandates, CWS will include information on proper material sorting and which materials are allowed in each container. PEMs (e.g. pamphlets, flyers, ads) will be hand delivered to every residential customer to ensure that all residents receive notification.

CWS will work with the City to receive and review current solid waste and recycling services, as well as route and tonnage data. An analysis of the current waste removal schedule will be conducted to strategize and establish the most efficient and non-disruptive execution of this hauler transition.

CWS has the ability to provide the requested fully automated solid waste, recyclable materials, and green waste carts for residential customers. CWS will provide the City color options for approval, and ensure City name and logo placement are satisfactory prior to distributing carts to customers.

The following is CWS' proposed execution plan for its residential automated cart collection services:

1. During the initial carts, bins, and boxes distribution, CWS will designate a crew to deliver to 500 customers per day until all customers are serviced. This is the combined goal of all execution plans. Flatbed vehicles will be used to deliver carts, bins, and boxes.



6. Work Plan and Methodology

1. All new carts will be accompanied by a PEM (e.g. notice, flyer, or pamphlet) describing the City's new automated collection services. The PEM will contain, at a minimum:
 - Purpose and proper use of each cart;
 - Proper placement of carts for collection;
 - Recommended cart care;
 - Collection schedule;
 - Service guidelines and rules;
 - Procedures for requesting additional and/or replacement carts; and
 - CWS contact information for each resident including appropriate telephone numbers and email addresses
2. All carts will be identifiable by a unique barcode with a corresponding serial number. Upon delivery of the containers and for each collection pick-up, these barcodes are scanned to keep records that each resident is serviced promptly and as scheduled. The barcode reader is equipped with internet access to communicate instantaneous with CWS headquarters' database and verify the customers' addresses.
3. The initial distribution team will file regular reports on the completion of each route segment to ensure full and proper cart distribution.

6.1.2 Refuse Cart Collection

See Section 6.1.1 for CWS' proposed cart execution plan.

CWS has the ability to distribute the 96-gallon Refuse Carts, 96-gallon Recycling Carts, and 64-gallon Green Waste Carts to all existing residential Cart customers. CWS will adhere to the approved Maximum Customer Rate Schedule (Attachment B of the RFP) when providing the default Carts, downsizing Carts, or providing additional Carts.

6.1.3 Recycling Cart Collection

See Section 6.1.1 for CWS' proposed cart execution plan.

Additional Recycling Carts will be available at no cost to the rate payer for up to two (2) additional 96-gallon Carts.

6.1.4 Green Waste Cart Collection

See Section 6.1.1 for CWS' proposed cart execution plan.

Additional Green Waste Carts will be available at no cost to the rate payer for up to one (1) additional 64-gallon Cart. CWS has experience in collecting bundled green waste too large to fit within the Cart, and will provide this service to its residential customers at least twice per year.

6.1.5 Refuse Cart Overage

CWS will offer at least two (2) annual pickups for refuse that does not fit within the provided automated refuse Carts at no additional cost to the rate payer.



6.1.6 Cart Colors and Markings

Through Schaefer Containers, CWS is able to provide a wide variety of colors, sizes, and markings for its residential Carts. CWS will not move forward with a color or design without receiving written approval from the City. Cart specifications and cut-sheets are provided in **Attachment J** of this proposal.

6.1.7 Public Outreach Program

Initial Public Outreach

Prior to beginning collection services, CWS shall hold a community meeting to introduce residents, multi-family residents, businesses, and other customers of the City's new collection services and programs.

At least two week prior to this and all future scheduled community meetings, CWS will notify all customers through either mail, phone, print advertisement, or a combination. By engaging with the community in-person early in the transition process, we aim to make customers feel comfortable and well-informed about the upcoming changes. Demonstration carts and Public Education Materials (PEMs) will be available for customers to review and see the services available to them first hand. Additional information meetings will be held as needed during the life of the contract.

On-Going Public Outreach

Commercial Waste Services has made it its mission to educate its customers on how to effectively identify and separate recyclable materials and organics from the solid waste stream. CWS has established public education and outreach programs in other jurisdictions that have shown success with an interdisciplinary approach. This approach utilizes the support from current regulations, creative social resources, and industry minimum requirements to foster different levels of communication, sharing, and knowledge. This strategy can be paired with multiple languages (e.g. English/Spanish/Korean) and across several platforms (e.g. flyers, newspaper, workshops, and social media).

6.1.8 Bulky Item Collection

The City has requested its future hauler to provide at least six bulky item pick-ups per year, for up to five items each pick-up at no additional charge to the customer. CWS believes that this program can help to reduce illegal dumping, and therefore reduce collection vehicle miles traveled and street congestion. To fulfill its duty in providing the best service to the City possible, CWS proposes to provide up to fifty-two (52) bulky item pick-ups per year, for up to five items each pick up at no additional cost. This will give residents the flexibility and capacity to ensure their large items are removed in a timely manner instead of abandoned on the side of the road, or in other areas of the City. CWS firmly believes offering close to "unlimited" bulky item pick-ups will reduce illegal dumping, as residents will always have a free and easy way to get rid of their unwanted items.

If notified by the City or a customer of any abandoned bulky waste item(s), CWS will collect and remove the item(s) at no additional charge within 24 hours of the notice. However, no service will be provided on Saturdays, Sundays, and holidays as outlined in the RFP.

CWS is committed to achieving the maximum diversion from landfill, and will employ the full waste hierarchy of diversion until disposal is considered. Most bulky items will be sent to the Ace Diversion. Ace Diversion (SWIS No. 19-AA-1131) is located at 1530 Dana Street in the City of Montebello. Ace Diversion can receive up to 175 tons of material per day. See *Section 7* of this proposal for more detail on this processing facility.



6.1.9 Additional Bulky Item Service

The purpose of providing up to fifty-two (52) free bulky item pick-ups is for customers to feel free to use this service every week of the year. CWS does not expect a customer to require more than one bulky item pick-up per year, although if needed, CWS will charge a fee consistent with the Maximum Customer Rates (Attachment B of the RFP).

6.1.10 Temporary Bins

Residential customers will be provided temporary bins or boxes within 48 hours of request (not including weekends or holidays) for construction and demolition debris. CWS will use the customer rates as provided in the Maximum Customer Rates (Attachment B of the RFP).

CWS will use Distributors' Unlimited to supply all bins or boxes, and ensure to have sufficient bins or boxes readily available for customers.

6.1.11 Universal Waste & Electronic Waste

Through the bulky item collection as described in Section 6.1.8, CWS will collect u-waste and e-waste.

6.1.12 Roll-off Box and Temporary Processing

CWS is willing and able to provide permanent and temporary bin and roll-off container collection service upon request. Bins and roll-off containers will be provided to CWS by Distributors' Unlimited.

CWS will first utilize the South East Resource Recovery Facility (SERRF) which achieves 100% diversion while recovering heat value and converting this heat into renewable electricity. CWS will also utilize Puente Hills Material Recovery Facility (MRF), which is owned and operated by the County of Los Angeles to recover recyclable materials prior to landfill. CWS has a long standing relationship with the County of Los Angeles, which has a proven track record of processing mixed recyclables from businesses and residents. Non-recoverable material will be sent to the Chiquita Canyon Landfill.

SERRF (SWIS No. 19-AK-0083) is located at 120 Pier S. Avenue in the City of Long Beach. It is permitted to accept 1,380 tons per day. Puente Hills MRF (SWIS No. 19-AA-1043) is located at 13130 Crossroads Parkway South in the City of Industry. It is permitted to receive 4,400 tons per day. Chiquita Canyon Landfill (SWIS No. 19-AA-0052) is located at 29201 Henry Mayo Drive in the City of Castaic. It is permitted to accept up to 6,000 tons per day. See Section 7 of this proposal for more detail on these processing facilities.

6.1.13 SHARPS Collection

Consistent with the City's Draft Franchise Agreement, CWS will provide each residential dwelling unit, including multi-family and mobile homes, with the appropriate pre-paid postage mail back sharps collection service at no additional cost to the customer.

6.1.14 Valet Service

CWS will develop a valet service for eligible customers to move the customers' carts to and from the point of collection. Eligible customers must provide California DMV handicap credentials on an annual basis. CWS will work with the customer to ensure a smooth collection service. This service will be at no cost to the eligible customer.



6.1.15 Low-Income Senior Citizen Discount

All qualifying customers will be offered a low-income senior discount of 10% off their automated residential cart service. Qualifying customers are those age 65 and older who also qualify for Southern California Edison's CARE Program.

6.1.16 Holiday Tree Collection and Recycling

Outside of the provided bulky item pickup service, CWS will provide holiday tree collection and recycling for four consecutive weeks following December 25th. The holiday trees will be taken to Oak Tree Worm Farm to be converted in mulch, soil amendments, and/or compost. Oak Tree Worm Farm (SWIS No. 19-AA-136) is located at 13326 Little Tujunga Canyon and is allowed to accept up to 250 tons per day of organic materials. The facility has adequate capacity to handle all potential organics from the City of Hawaiian Gardens. See *Section 7* of this proposal for more detail on this processing facility.

6.1.17 Mulch Give-A-Way Program

Oak Tree Worm Farm will provide free mulch, soil amendment, and/or compost for at least two mulch give-a-way events per calendar year. CWS will provide all coordination and hauling services for the mulch, soil amendments, and/or compost.

6.1.18 Holiday Schedule

CWS will provide collection services schedule during an identified Holiday on the following non-holiday calendar day. CWS will work with the customers to ensure for a smooth collection service during these Holidays.

6.1.19 Removal and Recycling of Existing Carts

When embarking on a change of service as large as this, it is crucial to be considerate of the community, the City, and the previously contracted hauler. The first step to ensuring a smooth transition is for CWS to meet with the current hauler. CWS will share its proposed cart and container delivery schedule with the current hauler, to allow the hauler to provide comment and feedback on any potential deficiencies or time gaps. This will help give the current hauler the guidance and timeline needed to organize the removal of their own carts.

If the current hauler fails to remove their own carts, CWS has an available transitional storage facility to store these carts immediately. CWS will offer this storage space to the current hauler to encourage a smooth, quick, and efficient transition.

CWS will develop a transition facility to store equipment, bins, containers, and carts temporarily to minimize any delays in the proposed transition schedule and missed collections. This storage facility will aid in streamlining the transition process between haulers by providing adequate space for all the carts and bins required to service the City of Hawaiian Gardens. A temporary storage location will also reduce traffic by reducing the miles CWS vehicles must travel back and forth for collection equipment. Reducing traffic has compounded benefits including eliminating unnecessary wear and tear on City streets and reducing truck emissions (greenhouse gases).



6.2 Residential "Optional" Collection Services

6.2.1 Organics and Food Waste Recycling

Commercial Waste Services will offer an optional organics and food waste recycling program to its residential customers. CWS will contract with Clements Environmental Corp. (Clements) to provide all organics program education, outreach, and waste characterization work. CWS, in collaboration with Clements, proposes the following for its food waste recycling program:

1. All residential customers will receive an invitation to participate in the optional food waste recycling program upon start of service, along with program-specific informational pamphlets (PEMs), and instructions on what materials are allowed and are not allowed in the cart. The program will utilize the existing residential 64-gallon green waste cart.
2. Prior to starting food waste collection services, a Clements account representative will visit the residential home to provide a one-on-one introductory presentation on food waste recycling, what to do, and what to expect.
3. On this initial site visit, the account representative will also conduct a foodwaste survey to determine an estimated foodwaste quantity and type from the enrolled household. This survey takes into consideration number of residents within the household, household grocery budget, and diet.
4. Residential customers enrolled in this program will be allowed to place their foodwaste materials in their green waste carts. Depending on the level of participation, a separate collection vehicle may service these accounts.
5. These organic materials will be delivered to Oak Tree Worm Farm to be processed into nutrient-rich compost through the vermicomposting process.
6. At least once a year, a Clements account representative will conduct a waste characterization study on the residential household's organics cart to assess the ratio of foodwaste to greenwaste, and percentage of contamination (e.g. non-organics).
7. At least one a year, Clements will facilitate a waste characterization study on the organic waste tipped at Oak Tree Worm Farm as part of this program to provide the City with information on the effectiveness and potential deficiencies of this program.
8. Residents enrolled in this program will receive quarterly PEMs relating to organic and food waste recycling, relevant state regulations (e.g. AB 1826 and SB 1383), and any program progress reports.

6.2.2 Citywide Quarterly Clean-up Program

CWS will provide four (4) free Citywide Quarterly Clean-up events per year at no cost to the City of Hawaiian Garden. For Citywide Clean-up events in excess of the four annual events, please see **Attachment B** of this proposal for pricing estimates for the total cost for collection, recycling, and disposal services.



6.3 Multi-Family Residential "Core" Collection Service

6.3.1 Bins and Boxes

Consistent with the City requirements, CWS will ensure that all bins and boxes be kept graffiti free at all times, and within four hours of visible or informed sighting, will touch-up or replace any bin or box.

Similar to CWS' residential cart execution plan in Section 6.1.1, CWS proposes the following multi-family execution plan:

2. During the initial carts, bins, and boxes distribution, CWS will designate a crew to deliver to 5,000 customers per day until all customers are serviced. This is the combined goal of all execution plans. Flatbed vehicles will be used to deliver carts, bins, and boxes.
3. All new bins or boxes (dumpsters) will be accompanied by a PEM (e.g. notice, flyer, or pamphlet) describing the City's new collection services. The PEM will contain, at a minimum:
 - Purpose and proper use of each dumpster;
 - Proper placement of dumpsters for collection;
 - Recommended dumpster care;
 - Collection schedule;
 - Service guidelines and rules;
 - Procedures for requesting additional and/or replacement dumpsters; and
 - CWS contact information for each multi-family unit including appropriate telephone numbers and email addresses
4. All dumpsters will be identifiable by a unique barcode with a corresponding serial number. Upon delivery of the containers and for each collection pick-up, these barcodes are scanned to keep records that each resident is serviced promptly and as scheduled. The barcode reader is equipped with internet access to communicate instantaneous with CWS headquarters' database and verify the customers' addresses.
5. The initial distribution team will file regular reports on the completion of each route segment to ensure full and proper dumpster distribution.

6.3.2 Multi-Family MRF Processing

CWS will deliver multi-family containers to the SERRF plant and Puente Hills MRF. SERRF processing qualifies for 100% diversion, while the Puente Hills MRF achieves 20% diversion for solid waste and 100% for commingled recyclable loads. Between these two processing plants, CWS will achieve at least 50% diversion for all collected multi-family waste materials.

6.3.3 Bulky Item Collection

As stated in Section 6.1.8, CWS proposes to offer fifty-two (52) bulky item pick-ups per year, for up to five items each pick up at no additional cost to the customer. This will include universal and electronic wastes.



6.3.4 Bulky Item Diversion

CWS is committed to achieving the maximum diversion from landfill, and will employ the full waste hierarchy of diversion until disposal is considered. Most bulky items will be sent to the Ace Diversion. Ace Diversion (SWIS No. 19-AA-1131) is located at 1530 Date Street in the City of Montebello. Ace Diversion can receive up to 175 tons of material per day. See Section 7 of this proposal for more detail on this processing facility.

6.3.5 Universal Waste & Electronic Waste

Both universal waste and electronic waste will be collected through the bulky item collection as described in Section 6.3.3.

6.3.6 Sharps Collection Program

Pre-paid postage mail back sharps collection service will be provided to each residential dwelling unit at no additional cost to the customer.

6.3.7 Holiday Tree Collection and Recycling

Outside of the provided bulky item pickup service, CWS will provide holiday tree collection and recycling for three consecutive weeks following December 25th as outlined in the RFP. Holiday trees will be taken to Oak Tree Worm Farm to be converted in mulch, soil amendments, and/or compost. Oak Tree Worm Farm (SWIS No. 19-AA-136) is located at 13326 Little Tujunga Canyon and is allowed to accept up to 250 tons per day of organic materials. The facility has adequate capacity to handle all potential organics from the City of Hawaiian Gardens. See Section 7 of this proposal for more detail on this processing facility.

6.3.8 Green Waste / Organics Recycling Collection

To help the City meet the requirements of AB 1826, the mandatory commercial and multi-family organics recycling regulations, CWS will enroll all multi-family businesses in an organics recycling program. With the help of Clements, CWS proposes the following for the multi-family organics recycling program:

1. All multi-family complex owners and residents will receive an invitation to participate in the organics program upon start of service, along with program-specific informational pamphlets (PEMs), and instructions on what materials are allowed and are not allowed in the cart. This program will offer a new 96-gallon green waste cart.
2. In addition to the PEMs, all multi-family complex owners and residents will initially receive information about AB 1826 regulatory requirements. As new regulations are adopted, these customers will receive updated information as applicable to their collection service.
3. Prior to starting food waste collection services, a Clements account representative will visit the multi-family complex to provide a one-on-one introductory presentation on food waste recycling, what to do, and what to expect.
4. On this initial site visit, the account representative will also conduct a foodwaste survey to determine an estimated foodwaste quantity and type from the enrolled household. This survey takes into consideration number of residents within the household, household grocery budget, and diet.



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5. Multi-family customers enrolled in this program will be allowed to place their foodwaste materials in their green waste carts. Depending on the level of participation, a separate collection vehicle may service these accounts.
6. These organic materials will be delivered to Oak Tree Worm Farm to be processed into nutrient-rich compost through the vermicomposting process.
7. At least once a year, a Clements account representative will conduct a waste characterization study on the residential household's organics cart to assess the ratio of foodwaste to greenwaste, and percentage of contamination (e.g. non-organics).
8. At least once a year, Clements will facilitate a waste characterization study on the organic waste tipped at Oak Tree Worm Farm as part of this program to provide the City with information on the effectiveness and potential deficiencies of this program.
9. Residents enrolled in this program will receive quarterly PEMs relating to organic and food waste recycling, relevant state regulations (e.g. AB 1826 and SB 1383), and any program progress reports.

6.4 Commercial "Core" Collection Service

6.4.1 Bin Refuse Collection and Processing

Commercial Waste Services (CWS) will utilize Distributors' Unlimited to supply all collection bins (e.g. 2, 3, 6, 30, and 40 cubic yard bins) for commercial accounts. CWS will have sufficient collection bins in stock to create new recycling accounts for all commercial customers.

CWS proposes the following for the commercial bin execution plan:

1. CWS will work in cooperation with the current contracted hauler to minimize service disruption and ensure a seamless transition for City customers.
2. A variety of container trucks will be used to deliver these containers to each customer. Container trucks are designed to deliver the commercial containers without damaging the surface of the customer's property.
 - a. The trucks are considered "light duty" and equipped with noise mufflers to not disturb residents. If need be, these trucks can be used to pull out dumpsters from tight alleyways or other hard to service areas.
3. Depending on the commercial accounts' needs, CWS will use container storage trucks to deliver one dumpster at a time, or multiple containers simultaneously.

CWS strives to provide the safest, environmentally protective, and most efficient truck fleet possible by equipping collection vehicles with one or more of the following:

- "Park at idle systems" and Engine Idle time limiter to reduce emissions
- Automatic transmissions that reduce emissions and allow drivers to focus more on their surroundings and safety versus shifting gears
- Retarders to assist in braking.
- Larger than industry standard brake lining to improve overall braking performance



All CWS trucks and vehicles will be equipped with the following:

- Outfitted with Safety Equipment (e.g. back-up alarms and flashers)
- Rear camera that relays images onto a monitor inside the truck cab to show the driver what is behind him in the truck's blind spot

All bins, equipment, and vehicles will subject to a routinely scheduled maintenance program and be kept in a "like new," safe, and clean operating condition throughout the term of the agreement. We accomplish this by using synthetic or semi-synthetic fluids that allow for extended oil drain intervals in engines, transmissions, differentials and hydraulic systems. The use of these fluids reduces the amount of virgin petroleum stock required as well as reduces the amount of used oils that are returned to the environment.

All collected materials will be sent to the appropriate processing facility to achieve maximum recovery and diversion from landfill.

6.4.2 Bins and Boxes

Consistent with City requirements, CWS will ensure that all bins and roll-off boxes be kept graffiti free at all times, and within four hours of visible or informed sighting, will touch-up or replace any bin or box.

Please see *Section 6.3.1* for CWS' proposed execution plan for its bin and box program.

6.4.3 Missed Collection

If a customer experiences a missed pick-up and it is reported to CWS by noon, CWS will ensure the service is provided on the same day. If the missed pick-up is reported after 12:00 p.m., then CWS will provide the service the next business day.

6.4.4 Commercial Recycling Program

To achieve compliance with AB 341, all businesses will be offered both single-stream and commingled source-separated recycling services. CWS will implement a dynamic commercial recycling program, to ensure maximum customer participation, minimum bin contamination, and high landfill diversion. Clements Environmental Corp. (Clements) will provide all hands-on education, outreach, and waste characterization work. CWS proposes the following commercial recycling program:

1. All commercial businesses will receive an invitation to participate in a recycling program, in either or both single-stream or commingled recycling containers. Businesses will receive Public Educational Materials (PEMs) about the different program types, benefits to the business, costs, and statewide recycling goals.
2. Any customer who elects to implement an on-site recycling program, will be provided the service of their choosing. Upon or after delivery of the bin, a CWS representative will help each business set up best recycling practices focused around three components: a) bin care; b) business care; and c) staff care.
 - a. Bin Care – A Clements representative will provide PEMs and in-person guidance on bin placement, bin maintenance, and bin labeling. CWS contact information will be provided in case the customer needs assistance or bin repair.
 - b. Business Care – The Clements representative will provide PEMs that the business can post in employee common areas, and near waste receptacles to aid in educating staff on proper recycling separation practices.



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- c. **Staff Care** – Upon coordination with the business, Clements will provide one annual on-site staff training session to any business enrolled in this recycling program at no additional cost to the customer. Training sessions will include a mixture of the following educational tools: demonstrations, videos, and open forum discussion.
3. All recyclable material recovered from this program will be taken to the SERRF plant, or the Puente Hills MRF.
4. At least once year per, Clements will perform a waste characterization study on one load of recyclable material from the City's commercial recycling program to determine the percentage of contamination.
5. Upon request, Clements will offer one annual waste characterization study to each commercial customers. This will help businesses understand their recycling practices strengths and weaknesses.
6. Businesses enrolled in this program will receive quarterly PEMs relating to recycling, relevant state regulations, and any program progress reports.
7. CWS will coordinate with Clements on program implementation, success, and deficiencies. All records will be maintained for review by the City.

6.4.5 Organics Recycling Program

In compliance with AB 1826, CWS will evaluate each commercial business to determine the estimated solid waste and organic waste generated per week. CWS will compare this waste study with the current collection services to assess which businesses are currently in compliance with these regulations, and which businesses to target for program implementation. CWS will complete this assessment as expeditiously as possible to understand the City's commercial businesses' waste generation.

Consistent with the requirements of AB 1826, all businesses which generate eight (8) cubic yards or more of solid waste, or four (4) cubic yards or more of organic waste per week will be offered organic waste recycling services. Starting January 1, 2019, all businesses which generate four (4) cubic yard or more will be offered organic waste recycling services.

CWS proposes to offer all businesses organic waste recycling services, but will target the businesses as described above. Clements will provide all education, outreach, and waste characterization work. CWS proposes the following organics recycling program:

1. All commercial businesses will receive an invitation to participate in the organics program upon start of service, along with program-specific informational pamphlets (PEMs), and instructions on what materials are allowed and are not allowed in the cart. This program will offer a new 96-gallon green waste cart.
2. In addition to the PEMs, all businesses will initially receive information about AB 1826 regulatory requirements. As new regulations are adopted, these customers will received updated information as applicable to their collection service.
3. Prior to starting food waste collection services, a Clements account representative will visit the business to provide a one-on-one introductory presentation on food waste recycling, what to do, and what to expect.



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4. On this initial site visit, the Clements account representative will also conduct a foodwaste survey to determine an estimated foodwaste quantity and type from the enrolled business. This survey takes into consideration number of persons within the business, number of work shifts, and business operational hours.
5. Businesses enrolled in this program will be provided a 64-gallon or 96-gallon green waste cart and be allowed to place their foodwaste materials in this green waste carts. Depending on the level of participation, a separate collection vehicle may service these accounts.
6. These organic materials will be delivered to Oak Tree Worm Farm to be processed into nutrient-rich compost through the vermicomposting process.
7. At least once a year, a Clements account representative will conduct a waste characterization study on the business' organics cart to assess the ratio of foodwaste to greenwaste, and percentage of contamination (e.g. non-organics).
8. At least one a year, Clements will facilitate a waste characterization study on the organic waste tipped at Oak Tree Worm Farm as part of this program to provide the City with information on the effectiveness and potential deficiencies of this program.
9. Businesses enrolled in this program will receive quarterly PEMs relating to organic and food waste recycling, relevant state regulations (e.g. AB 1826 and SB 1383), and any program progress reports.

6.4.6 Commercial AB 341 and AB 1826 MRF Processing

For any businesses that do not enroll in either the commercial recycling program or the organics recycling program, but are subject to AB 341 and AB 1826, CWS will ensure this was is processed at a MRF to achieve at least 50% landfill diversion.

Third Party Recycling

If the business uses a third-party recycling service, then CWS will obtain evidence of this service and provide to the City.

If the business does not use a third-party recycling service, and refuses to implement the required programs, then the business will be charge a MRF processing and recovery fee consistent with the City's Maximum Customer Rates.

6.4.7 Temporary Bin and Roll-Off Box Services

Similar to the service described in Section 6.1.10, CWS will provide temporary bins, roll-off box service, and/or construction and demolition boxes to residential and commercial customers within 48 hours of request (not including weekends or holidays).

Temporary Bin and Roll-Off MRF Processing

Similar to the service described in Section 6.1.12, CWS is willing and able to provide permanent and temporary bin and roll-off container collection service upon request. Bins and roll-off containers will be provided to CWS by Distributors' Unlimited.



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CWS will first utilize the South East Resource Recovery Facility (SERRF) which achieves 100% diversion while recovering heat value and converting this heat into renewable electricity. CWS will also utilize Puente Hills Material Recovery Facility (MRF), which is owned and operated by the County of Los Angeles to recover recyclable materials prior to landfill. CWS has a long standing relationship with the County of Los Angeles, which has a proven track record of processing mixed recyclables from businesses and residents. Non-recoverable material will be sent to the Chiquita Canyon Landfill.

See *Section 7* of this proposal for more detail on these processing facilities.

6.4.8 On-Call Bulky Item Collection

At the start of service, CWS will inform the commercial business of the available on-call bulky item pick-up collection services. All businesses will receive PEMs describing this service and how to utilize it.

6.4.9 On-Call E-Waste and U-Waste Recycling Collection

Similar to the Residential and Multi-Family bulky item collection services, CWS will allow e-waste and u-waste to be collected in the commercial bulky item pick-ups.

6.4.10 Missed Collection

Please see *Section 6.4.3*.

6.4.11 Locking Bins

CWS shall provide locking bin service consistent with the approved City rates.

6.5 Construction and Demolition Debris

6.5.1 Bins and Boxes

Consistent with City requirements, CWS will ensure that all bins and roll-off boxes be kept graffiti free at all times, and within four hours of visible or informed sighting, will touch-up or replace any bin or box.

Please see *Section 6.3.1* for CWS' proposed execution plan for its bin and box program.

6.5.2 Missed Collection

If a customer experiences a missed pick-up and it is reported to CWS by noon, CWS will ensure the service is provided on the same day. If the missed pick-up is reported after 12:00 p.m., then CWS will provide the service the next business day.

6.6 Green Waste Final Disposition (All Sectors)

All collected greenwaste from the City of Hawaiian Gardens will be sent to either Oak Tree Worm Farm, or the SERRF plant. Oak Tree Worm Farm will process the greenwaste into mulch, soil amendments, and compost through chipping, grinding, and vermicomposting activities. The SERRF plant achieves 100% diversion through its processing



system, and recovers heat to produce renewable energy. Between these two facilities, CWS is confident it will be able to achieve the maximum diversion credit for the City.

As outlined in this proposal, CWS will conduct annual waste characterization studies to evaluate programs' success and deficiencies. One of the main obstacles with regards to recycling is contamination. CWS plans to implement an interdisciplinary approach to the education and outreach for the City's customers across all accounts: residential, multi-family, commercial, and construction and demolition debris. Through active public education and technical waste audits, CWS will be able to provide the City with its monitoring reports and program plans.

6.7 City Facilities and Special Collection

Commercial Waste Services (CWS) will provide all City facilities with solid waste and recycling collection services at no charge. On-call e-waste, u-waste, and green waste collection will also be provided at no charge.

6.7.1 Special Events

CWS will provide, at no cost to the City, solid waste and recycling services for the current twelve (12) special annual events. CWS will coordinate with City staff on date, time, and location as well as preferred boxes, bins, or cardboard box receptacles to ensure a successful event. Pending City approval and input, CWS anticipates the following special event execution plan:

1. City to provide CWS with anticipated date of the events when events are tentatively scheduled.
2. CWS will work with City to identify event details as related to solid waste generation:
 - Lot size of event (e.g. 20,000 square-foot building; football field, etc.)
 - Time duration of event
 - Number of anticipated recipients
 - Number of anticipated vendors (e.g. food and drink vendors, hydration stations, snack giveaways)
3. Based on event information and City input, CWS will work with the City to determine the appropriate number and size of trash and recycling receptacles. If the team anticipates a high rate of foodwaste or other compostable organics, then CWS will also provide an organics waste receptacle.
4. CWS will provide the agreed upon receptacles (i.e. cardboard box receptacles, bins, or roll-offs) and have extra receptacles in stock to supply additional receptacles as needed, or to replace filled receptacles.
5. CWS will coordinate with the event planners to identify possible areas that CWS can participate in the event, either through CWS hosting an informational booth, sponsorship, or on-site CWS representative(s) to help with waste and recyclable sorting. This additional services will be provided at no cost to the event.
6. When the event has ended, CWS will provide event clean-up services to patrol for loose litter and remove receptacles. CWS will work with the City and event planners to coordinate the clean-up time and responsibilities (i.e. break down of booths, vendor clean-up, etc.). As necessary, CWS will provide vendors with event clean-up guidelines.
7. All collected waste will be sent to a processing facility for maximum diversion. All solid waste and recyclables will be sent to either the SERRF Plant or Puente Hills MRF.



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- If organic waste receptacles are provided at the special event, then CWS will perform one random load check to assess the amount of contamination in the organic waste receptacles. When the level of non-organic contamination is deemed acceptable, all organic waste collected will be sent to Oak Tree Worm Farm for further processing. When the level of non-organic contamination is deemed unacceptable (e.g. too many recyclables), all organic waste collected will be sent to the SERRF Plant or Puente Hills MRF for further processing.

8. On an annual, or as requested basis, CWS will provide the City with data collected from these events.

6.7.2 Large Venue and Event Recycling

As described above in Section 6.7.1, CWS will work with event planners of large venue and special events to identify waste needs. In addition, CWS will assist these events in ensuring compliance with applicable recycling regulations such as AB 2176.

6.7.3 Abandoned Item Collection

CWS will remove any items left in the City's right-of way within one business day of notification. CWS is committed to achieving the maximum diversion from landfill, and will employ the full waste hierarchy of diversion until disposal is considered.

6.7.4 Additional Collection Service Requirements

Per the RFP, CWS agrees to provide all additional collection service requirements.

6.7.5 On-Call E-Waste and U-Waste Recycling Collection

CWS will provide on-call collection services for both universal waste and electronic waste items from any City facility.

6.8 Waste Diversion and Disposal Reporting Requirements

CWS will maintain accurate records of all data related to this proposal including, but not limited to, the education, collection, diversion, and disposal services. CWS will ensure that its records are consistent with State and local reporting requirements.

Monthly and quarterly reports shall be provided to the City in a timely manner and consistent with the requirements as outlined by the City. CWS will coordinate with the City on the first monthly and quarterly reports to ensure all necessary data is included. Per request at any time during this contract, CWS will provide the City with a copy of its records and reports on any of the implemented programs within the City.



7. Disposal & MRF Facilities

Facility Descriptions Required in Proposal

CWS will utilize internally owned and operated facilities in addition to Los Angeles County Sanitation Districts' facilities. What sets CWS apart from other organizations is our unique combination of utilizing a Processing Facility, often referred to as a Material Recovery Facility (MRF) or Waste to Energy facility, along with a commitment to educating residents and businesses to properly source separate their waste to optimize diversion credits. With these efforts, CWS is confident that it will be able to meet and exceed AB341 and AB1826 requirements prior to the anticipated contract start date. Actively working towards a common goal engaging residents and businesses alike will help the city succeed in its plans to perform as efficiently and resourcefully as possible.



7. Disposal & MRF Facilities

Processing Facilities

Commodity/Materials to be delivered to each facility	Residue, Comingled Recyclables, & Green Waste
Diversion rate for each waste stream	Residue- 20% Comingled Recyclables – 100% Green Waste – 100%
Name, address, and type of facility	Puente Hills Materials Recovery Facility (MRF) 13130 Crossroads Parkway South City of Industry, CA 91746 (562) 908-4288 Monday - Saturday 6:00 a.m. - 5:00 p.m. Material Recovery Facility (Comingled Debris - Greenwaste)
Facility Solid Waste Information System (SWIS) Number	19-AA-1043
Statement regarding any relationship between the proposer and the facility owner/operator	See Attached Letter
Tons per Day/Accepted	4,400
Contact Person	Bob Asgjan



7. Disposal & MRF Facilities

i. Commodity/Materials to be delivered to each facility	Residue
ii. Diversion rate for each waste stream	Residue -- 100%
iii. The name, address and type of facility	SouthEast Resource Recovery Facility (SERRF), Long Beach 120 Pier S Avenue Long Beach, CA 90802 (562) 570-7840 Monday - Friday: 6:00 a.m. - 5:00 p.m. Saturday: 6:00 a.m. - 12:00 p.m. Sunday: Closed Waste to Energy Facility
iv. Facility Solid Waste Information System (SWIS) Number	19-AK-0083
v. Statement regarding any relationship between the proposer and the facility owner/operator	See Attached Letter
Tons Per Day/Accepted	1,380 Tons Per Day
Contact Person	Michele York

SERRF is a permitted waste to energy facility owned and operated by the Sanitation Districts of Los Angeles County. SERRF waste to energy facility is a great tool to help the city of Hawaiian Gardens optimize diversion goals. It is a solid waste management facility that uses mass burn technology to reduce the volume of solid waste by about 80%, while recovering electrical energy. SERRF processes an average of 1,290 tons of municipal solid waste each day and generates enough power each year to supply 35,000 residential homes with electricity. Although CWS does not own or manage Southeast Resource Recovery Facility (SERRF), Long Beach, from years of experience in waste management, we have developed relationships with various companies who excel in their fields such as described above.



7. Disposal & MRF Facilities

i. Commodity/Materials to be delivered to each facility.	C&D (Construction & Debris)
ii. Diversion rate for each waste stream.	C&D - 87%
iii. The name, address, and type of facility.	<p>Ace Diversion</p> <p>1530 Date St Montebello, CA 90640</p> <p>(323) 728-9554 24 Hours A Day 7 Days Per Week</p> <p>Construction and Demolition, Bulky Item, and Off Hour Emergency Service Facility</p>
iv. Facility Solid Waste Information System (SWIS) Number.	19-AA-1131
v. Statement regarding any relationship between the proposer and the facility owner/operator.	Owned by Managing Partners of Commercial Waste Services
vi. Tons Per Day/ Accepted	175 Tons
vii. Contact Person	Albert Kanoian

Ace Diversion is a permitted Construction & Demolition Recycling Facility located in the city of Montebello. Ace Diversion processes Wood, Drywall, Steel, Aluminum, Plastic, Cardboard, Paper and Styrofoam. Ace Diversion operates in a fully enclosed 36,000 sq foot building. Currently Ace Diversion is able to maintain a diversion rate greater than 85%. All construction and demolition debris from the city of Hawaiian Gardens will be scheduled to be delivered to this facility. Ace Diversion will be the primary location Construction and Demolition Debris as well as bulky items will be taken to. Ace Diversion will also accommodate CWS for any emergency services with its 24/7 operating hours. CWS owns and manages 100% of Ace Diversion.



7. Disposal & MRF Facilities

i. Commodity/Materials to be delivered to each facility	Organic
ii. Diversion rate for each waste stream	Organic – 100%
iii. The name, address, and type of facility	Oak Tree Worm Farm 13326 Little Tujunga Canyon Road (818) 890-9569 M-Sa 6:00 am – 5:00 pm Food Waste, Manure Facility
iv. Facility Solid Waste Information Systems (SWIS) Number	19-AA-1136
v. Statement regarding any relationship between the proponent and the facility owner/operator	Commercial Waste has a long standing relationship with Oak Tree Worm Farm to process its Organic Materials.
vi. Tons Per Day Accepted	150
vii. Contact Person	Haig Matosian

Vermicompost is the most environmentally friendly process to process food waste. It does not require the use of any electricity or gas. Worm composting is using worms to recycle food scraps and other organic material into a valuable soil amendment called vermicompost, or worm compost. Worms eat food scraps, which become compost as they pass through the worm's body. Vermicomposting is an all organic process allowing the city to truly be green. This facility will help the city of Hawaiian Gardens to be in compliance with AB1826.



7. Disposal & MRF Facilities

Disposal Facilities

I. Commodity/Materials to be delivered to each facility	Residue
II. Diversion rate for each waste stream	Residue – 0%
III. The name, address, and type of facility	<p>Chiquita Canyon Landfill</p> <p>29201 Henry Mayo Dr. Castaic, CA 91384 (661) 257-3655 4:00am – 5:00 pm</p> <p>Non Hazardous Landfill</p>
IV. Facility Solid Waste Information Systems (SWIS) Number	19-AA-0052
V. A statement regarding any relationship between the proposer and the facility owner/operator	See Attached
VI. Fee/Day Accepted	6,000
Contact Person	Mike Dean

Commercial Waste Service does not intend to utilize Chiquita Canyon Landfill. We have listed the facility as a backup facility if for any reason the listed facilities have temporary or permanent issues where they would not be able to accept waste from the City of Hawaiian Gardens.



Residential Collection:

Option 1 (recommended)

All routes are analyzed to determine the most efficient and effective schedule for both CWS and the Cities we service. Based on our recent evaluation, CWS proposes the following revised schedule. All residential customers will be transitioned to a 4 day per week Service (MTWF). Thursdays have been deliberately excluded to avoid any interference with the street sweeping services that occur on those days. CWS also recommends that we assign a single driver to the same neighborhoods in order to provide a more personalized service for residents as well as a familiarity for the driver to the area that will develop over time. In our professional experience, doing so allows drivers to adjust their routes as time progresses to adapt to the neighborhood's needs and provide the residents with the best service possible.

With vehicles present in the area so frequently, bulky item pick-ups and additional (non-scheduled) pickups are made easier. In doing so, abandoned bulky items will not be an issue, which as of late have become a significant issue for many cities in the greater Los Angeles area.

Additionally, in spreading out the service to multiple days per week, fewer trucks are required to service the city allowing for those resources to be allocated in other areas as needed.

Su	M	T	W	Th	F	Sa
X	7:00am – 5:00pm	7:00am – 5:00pm	7:00am – 5:00pm	X	7:00am – 5:00pm	make-up day

**Above is residential schedule*

Option 2

Alternatively, CWS proposes maintaining the current schedule to provide residential service on Wednesday for residential. Three (3) carts will be delivered to each resident and all will transition to an automated service system.

***CWS proposed schedule of services is only a recommendation. All final decisions are left to the discretion of the City.*

Holiday Schedule:

CWS Observes the following holidays:

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Christmas Day

New Year's Day

Should said holidays fall on any of the above revised schedule pickup weekdays (MTWF), service will be suspended on that day and resumed on the following business day. In addition, each area's designated driver will conduct a "make-up" pick-up (typically on the Saturday following the holiday).



8. Schedule of Service

Commercial Collection:

CWS analysis of the current commercial collection schedule has determined that it fits the City's needs as well as the needs of CWS best. CWS proposes to maintain the current schedule with no changes.

Su	M	T	W	Th	F	Sa
7:00am – 5:00pm	7:00am – 5:00pm	7:00am – 5:00pm	7:00am – 5:00pm	7:00am – 5:00pm	7:00am – 5:00pm	7:00am – 5:00pm



9. Equipment List

9. Equipment List

Make	Peterbilt	Peterbilt	Peterbilt
Model	320	320	320
Year	2014	2015	2016
Mileage	63,009	48,911	47,963
Vehicle Id #	3BPZL20X9EF237716	3BPZL20X7FF298354	3BPZL20X4GF101593
Fuel	CNG	CNG	CNG
Waste Stream	Residential Trash	Residential Trash	Residential Green/ Recycling

Make	Peterbilt	Peterbilt	Peterbilt
Model	320	320	320
Year	2017	2017	2017
Mileage	29,402	30,901	32,716
Vehicle Id #	3BPZLH0X2HF107980	3BPZLH0X2HF107981	3BPZLH0X2HF107982
Fuel	CNG	CNG	CNG
Waste Stream	Commercial Trash	Organic Waste	Commercial Recycling



Fleet Safety Management Program

Applicability:

This program applies to all employees of Commercial Waste Services who drive as a function of their employment.

Purpose and Scope:

The purpose of the Fleet Safety Management Program is to prevent vehicle accidents; prevent injuries to employees and the public, while also protecting Commercial Waste Services assets and reputation.

To drive safely is the responsibility of every driver. This means drives defensively; anticipating the mistakes, actions, recklessness, or absentmindedness of pedestrians or other drivers; and being prepared at all times to do everything a professional driver can do to prevent an accident.

Commercial Waste Services requires well-trained, alert drivers who conduct themselves at all times in a manner that will reflect well upon the company and the driver.

Drivers are required to observe all rules and procedures outlined in this program at all times.

Implementation:

Ruben Hernandez is the company's fleet safety supervisor. Ruben will be responsible for the implementation and maintenance of the fleet safety program. The fleet safety supervisor will be responsible for training new and existing drivers at regular determined intervals; maintaining CDL and DOT files; they will also be responsible for completing timely accident investigations and implementing any necessary corrective actions. The fleet safety manager will also communicate with drivers, mechanics, and senior management on matters related to fleet safety.



Requirements:

A. Conditions of Employment

1. Qualifications for Drivers

To qualify for a driving position drivers must meet the following conditions:

- a. Be at least 21 years old to operate a commercial vehicle, and at least 25 years old if operating a truck and trailer combination.
- b. Must be able to read and speak English, and write legibly.
- c. Have a current Commercial Driver's License (CDL) with the required endorsements for the work to be performed.
- d. Be able to drive a vehicle safely, be in good health, and be physically able to perform all duties of a driver. For CDL drivers, before employment and as required thereafter, drivers must pass the physical examination prescribed by the Department of Transportation (DOT).
- e. Know how to safely load and secure cargo.
- f. Provide ongoing notification of all motor vehicle violations. A driver convicted of a traffic violation must notify the fleet safety supervisor immediately.
- g. Have knowledge of and adhere to company rules, DOT safety regulations, and state and municipal traffic laws whenever driving company vehicles or personal vehicles for organization business.
- h. Have in their possession while driving company vehicles a valid and properly endorsed license from their state of residence and, for CDL drivers, a valid medical certificate.
- i. Must advise the company by the next business day after receiving notification of a loss of privileges to operate a commercial vehicle or being disqualified from operating a commercial vehicle.
- j. Must pass a pre-employment drug-screen and participate in the company's ongoing drug-testing program.
- k. CDL drivers must pass a road test prior to employment.



2. Employment Practices

- a. Potential new-drivers shall be screened with a pre-hire checklist prior to completing the formal application. A decision to allow application will be based on:
 - Driver experience
 - Previous employment
 - Driving record
 - Reference checks from previous supervisory personnel
- b. Driver applicants will be required to provide a DMV print-out that is not more than 10-days old; print-out must include a 10-year history. Both personal and commercial records will be reviewed.
- c. All drivers shall be qualified according to the Motor Carrier Safety Regulations. All documents will be kept in the employee's personnel file.

3. Driver Pre-Qualification

All driving records are rated in accordance with the Safety Rating Plan outlined below. All drivers are classified by driving experience and motor vehicle records for both personal and commercial driving records for the past ten years as available.

- a. All drivers are rated by taking into account their driving record which includes:

- Motor Vehicle Records (MVRs)
- Number of years of driving experience
- Driving experience in similar vehicles to be used

- b. Points are assigned as follows:

- Moving violations 1 point each
- First preventable accident 1 point
- Subsequent preventable accident 2 points
- Subsequent moving violation 2 points
- Driving with suspended license 2 points
- Driving without insurance 2 points
- Negligent driving 2 points
- Improper or erratic lane changes 2 points
- Major violation 6 points

- Driving under the influence of drugs or alcohol
- Hit and run
- Reckless driving
- Refusal for drug or alcohol testing
- Ticketed offences involving a fatality
- Evading a police officer



- c. Preferred Drivers and Under Review Drivers:
 - A driver with "0" points is preferred.
 - A written notification will be given to any driver with points and they will be notified in writing that they are subject to frequent review.
- d. Excluded Drivers are those with six or more points and they are excluded from operating company vehicles or operating personal vehicles for company business.

4. Excluded Driver Procedure

This procedure has been established to gain more knowledge of the excluded driver problem and to provide a course of action which will effectively manage the problem. The intent is to treat all excluded drivers in a fair and consistent manner.

- a. Following the normal driver rating process, each excluded driver will be monitored until their motor vehicle record (MVR) is upgraded to an approved status or they are no longer involved in the program.
- b. A copy of each excluded drivers MVR will be placed in a special file for all excluded drivers.
- c. Once each quarter a new MVR for each driver in the excluded file will be ordered and reviewed for additional violations. This will be done on or near the first day of January, April, July, and October.
- d. Personnel at the six-point level will remain excluded.

5. Driver Supervision

- a. Driving records will be reviewed as outlined above.
- b. All vehicle accidents will be reviewed by an Accident Review Committee to determine preventability. The involved driver will be advised of the decision and subject to a job performance review with management.
 - A preventable accident is any accident in which the driver failed to do everything that could have reasonably been done to prevent the accident.
 - A non-preventable accident is one in which the driver did everything he could reasonably have done to foresee the conditions leading to the accident and took suitable safeguards. (see Appendix A).
- c. Drivers will be monitored based on safety instruction provided in driver meetings and as outlined in this program. Driver evaluations (ride-along and ride-behind) will also be done on a regular basis by management using the following targeting techniques: (see Appendix B)
 - Previous driver observations
 - Condition of vehicle
 - Driver Report Systems or third-party reports
 - Drivers with MVR activity
 - Reports of unsafe acts
 - Incidents
 - Vehicle condition reports



- New drivers

Driver recognition will be provided to excellent drivers.

- d. Supervisory staff is responsible for ensuring that the maintenance of the equipment is prompt and comprehensive.

6. Probationary Period

All employees will begin a probationary period on the first day of employment in accordance with the Employment Handbook. The probationary period is a trial period during which a new employee's job performance is carefully observed by the supervisor. Probationary employees may resign or may be terminated for any reason without notice. An employee who successfully completes the probationary period becomes a regular employee and will be given a formal written evaluation at that time.

All regular employees are subject to disciplinary action if there are reasonable grounds to believe they:

- Violated work safety requirements or procedures, or violated a standard of behavior.
- Failed to perform in a satisfactory manner.
- Have been involved in conduct which could result in an adverse effect.

The disciplinary action will be based on employee's conduct, past record, length of service, and surrounding circumstances. A supervisor may start the disciplinary process with informal counseling, oral or written warnings, probation, demotion, or suspension in accordance with our Employment Handbook.

Matters pertaining to faulty or below average operation will be discussed with drivers in a manner that will attempt to correct the problem and teach proper procedures. Staff will, at all times, be given an opportunity to present their version of such situations.

Warning notices will be given personally to driving employees for failure to heed and carry out organization operating rules. We believe that safety is a byproduct of doing the job correctly.



B. Employee Training

1. New Employee Training

- a. All new drivers will be required to complete the Smith System's Defensive Driving Course which can include classroom, online, or on-road training.
- b. All training will be conducted by either the fleet safety supervisor, or another designated employee who has completed the Smith System's Train-the-Trainer Course.
- c. Training content, topics, and learning objectives will follow the Smith System outline.
- d. All training will be documented and maintained in employee file.

2. Existing Employee Training

- a. Drivers will be evaluated annually by the fleet safety supervisor or designated employee who has completed the Smith System Train-the-Trainer Course. Any driver who does not obtain a satisfactory rating will be required to complete the Defensive Driving Course again as a refresher.
- b. All employees will be required to participate in monthly driver safety meetings. These meetings are used to communicate health and safety topics relative to commercial drivers. Topics will be determined by the fleet safety supervisor.

C. Fleet Policies

1. Unauthorized personnel in a company owned vehicle is prohibited unless authorized in advance by a member of senior management.
2. You must be clean and dress as neatly as the nature of your work will permit. A neat appearance helps maintain a positive public and customer image.
3. Vehicles are to be kept clean; this includes mirrors and windows.
4. We encourage driver suggestions that may improve safety, service, or working conditions.
5. Safety must always be your first priority. Employees will comply with all safety laws. It is the responsibility of each of us to ensure that our company operates safe equipment on our highways. Additionally, we must carry out assigned duties in a safe manner.
6. Employee safety responsibilities:
 - a. Observe all company safety and health rules and apply the principles of accident prevention in your day to day duties.



10. Employee Safety and Training

- b. Report any job related injury, illness, or property damage to your supervisor immediately.
- c. Report any hazardous conditions and unsafe acts to your supervisor promptly.
- d. Follow all hazard-warning and no smoking signs.
- e. Keep all emergency equipment such as fire extinguishers, etc. clear and accessible.
- f. Do not report to work under the influence of alcoholic beverages or drugs. Report to your supervisor any medical limitations or prescription or over the counter medications that could influence driver attentiveness. Do not use alcoholic beverages or drugs while on organization premises or when conducting organization business. All violations will result in immediate disciplinary action.
- g. Operate only the equipment for which you have been properly trained and observe the safe operating procedures for that equipment.
- h. Follow proper lifting procedures at all times.
- i. Check trailer hubs for heat and grease when checking tires.
- j. Actively support and participate in the company's efforts to provide safety and health programs.
- k. Seatbelts must be used whenever driving a company vehicle.
- l. Never tow or push any company vehicle without authorization from a supervisor.
- m. No vehicle operated under our company's authority shall exceed posted speed limits. In no case shall your speed exceed that which is safe for the existing operating conditions.
- n. A pre-trip inspection will be made at the start of each shift to ensure that both tractor and trailer are in safe operating condition. A post-trip vehicle report is required and is to be turned in to Dispatch. Dispatch is responsible for ensuring that all work is completed as needed for safe operation the following day or, if needed, to arrange for the use of an alternate vehicle.
- o. Avoid traveling in the far left-hand lanes; use these only to pass. Drive in the right-most lanes.
- p. Respect your equipment:
 - Read, understand, and follow all owners' manuals.
 - Never exceed the equipment's published limitations of weight, speed, etc.
 - During freezing weather, check and recheck tires for free-rolling action to avoid skidding tires by frozen brakes in icy road conditions.
 - A worn or cammed-over brake can also cause tires to skid resulting in tire damage or worse.
 - If there are adverse weather conditions, check with management to receive instructions.
 - As needed, ensure that vehicles are chained and that chains are in excellent, ready-to-use condition. Carry chains during specific months appropriate for the area.
 - Carry all appropriate winter gear and communication devices in the vehicle.



7. Safe Driving Requirements

- a. A defensive driver is defined as one who is careful to commit no driving errors, who makes allowance for the lack of skill or improper attitude on the part of another driver, and who does not allow hazards of weather and road conditions or the action of pedestrians and other drivers to involve him in an accident or confrontation. They keep continually on the alert, recognize an accident-producing situation far enough ahead to apply the necessary preventive action, and concede the right-of-way when necessary to prevent an accident.
- b. The maximum speed limit is the posted limit when conditions permit. Your speed at all times shall be reasonable and prudent with due consideration given to weather, other traffic, conditions of the road, and intersecting side roads or highways. Do not exceed posted limits. Legal speed limits must be obeyed in all areas. Any driver receiving a citation for speeding will be given a correction notice that will contribute to the point system and they will receive appropriate disciplinary action. School zones and playgrounds rate a special warning for governing your speed. Also reduce speed at times of poor visibility and hazardous conditions.

If operating a heavy vehicle, always control your downgrade speed. The company requires drivers of heavy or loaded trucks to use a maximum of 30 mph on all severe grades. When empty or loaded light use your own discretion obeying all posted speed limits and maintain control of the vehicle at all times. Adhering to the speed limit is important in terms of reduced traffic citations, insurance rates, maintenance costs, tire wear, and fuel consumption.

- c. Never, under any circumstance, attempt to pass another vehicle at an intersection, on a hill, on a curve, or near a railroad crossing. Under no circumstances take a chance in passing when your view of the thoroughfare is totally or partially blocked. Due care in passing should be the watchword at all times, as it is difficult to estimate the speed of an approaching vehicle. When in doubt, do not pass.
- d. Turning. At intersections, reduce your speed and use your mirrors to see that your vehicle is clearing the corner. Give sufficient advanced warning of your intentions. Right hand turns should be made from the farthest right-hand lane if possible. Double check mirrors and watch for pedestrians, objects, and other vehicles.
- e. Stopping and parking on the roadway. If it is at all possible, pull off on a suitable surface out of the line of traffic. Never stop or park your vehicle on the traveled portion of the highway. If you find it impossible to stop off the highway or entirely out of the lane of traffic, every effort must be made to leave as much of the roadway clear for other traffic. Turn on flashers and place emergency warning devices at once. Use a safety vest and assume oncoming vehicles do not see you.
- f. Stopping and parking for routine stops. On all routine tire checks, coffee stops, etc., choose a place that has suitable off-road parking that will give your vehicle ample protection from being hit by highway traffic. Always make sure the ground you travel on will support the weight.



- g. Parking on hills and inclines. If, in an extreme emergency, you find it necessary to stop or park on an incline, in addition to setting your parking brake and putting your vehicle in park or gear, use all other possible precautions. When broken down while heading up hill, put the vehicle in first gear and set chocks.
- h. Striking fixed objects. In handling your vehicle on the highway, in city traffic, and at loading and unloading spots, remember that striking any fixed object such as bridges, abutments, parked cars, loading docks, overhead pipes, or fire hydrants is classified as the fault of the driver. These events must be reported immediately.
- i. Passing or meeting a school bus. When approaching a school bus, be on guard at all times for signals of intention to either discharge or pick up school children. Most states have laws requiring either red blinking signals or manually controlled stop signs on buses for signaling a stop. Be on the alert for the actions of these school buses. It is illegal to pass, in either direction, a school bus which is stopped to pick up or discharge passengers. When in doubt, stop.
- j. Following other vehicles. Always keep ample distance between yourself and the next vehicle except when it becomes necessary to pass. In following other vehicles, you must operate at a distance that will enable you to make a smooth complete stop under any emergency. Adequate following distance applies to city driving as well as rural traffic.
- k. When preparing to stop, always check the position of possible vehicles behind you. Make it a habit to reduce your speed soon enough so that the driver behind you will have no doubt as to your intentions. This not only prevents accidents, but reduces excessive tire and brake wear.
- l. Pedestrians. You have no right-of-way insofar as pedestrians are concerned. Legally, they may walk on either side of the road, they can cross at intersections, and they can pop out from behind a parked car on a busy city street. Never take it for granted that they see you.
- m. Use of cellular telephones and other key-type devices is not allowed while operating any vehicle.



D. Accidents

1. YOU MUST REPORT EVERY ACCIDENT IMMEDIATELY; REGARDLESS OF HOW MINOR.
2. In the case of an accident, do not discuss fault and contact your supervisor as soon as possible. Be specific as to location, time, extent of injury and damage, conditions of cargo, and where you can be reached.
3. Park safely and set out warning devices.
4. Prevent the moving of injured persons unless absolutely necessary.
5. Get the names of any witnesses. If a witness refuses to give their name, record the license number of their vehicle. Regardless of the facts, admit nothing, promise nothing, and do not argue. Give your name and the name of our company. Offer to show your license.
6. Take pictures whenever possible. Do not move any vehicles or allow any vehicles to be moved until someone arrives who can verify or witness the position of the vehicles, length and position of the skid marks, and lighting on the vehicles if at night.
7. Stay at the scene of the accident until instructed by law enforcement or representative of management to proceed.
8. If you are involved in an accident with an unattended vehicle, you must stop and try to locate the owner. If you cannot locate the owner, you must place a note in or on the vehicle giving your name and address and that of our company.
9. Information needed to properly complete accident reports:
 - a. Location, time, and date.
 - b. Make, model, type, and license of other vehicles involved.
 - c. Registered owner of other vehicles involved.
 - d. Driver's name, address, and license number of other vehicles involved.
 - e. All occupants' names and addresses in other vehicles involved.
 - f. Names and addresses of all possible witnesses.
 - g. Name of law enforcement agency to which the accident was reported.
 - h. Name of law enforcement officer at the scene.
 - i. Name of the insurance company which covers the other vehicles involved.
 - j. Names and addresses of persons injured and the extent of the injury.
 - k. If you are involved in a chargeable accident, an accident involving injuries, or an accident involving fatalities, you will be required to take a drug and alcohol test.
 - l. Use your accident kit and ensure that it is on board each day...included in the kit should be incident reporting forms, camera, pencil, paper, and insurance information.
 - m. Never admit or discuss fault; be professional and courteous.



E. Operating Policies

1. General

- a. Routes are to be completed safely. If delays occur, contact the office as soon as possible.
- b. Any driver unable to complete a route must notify the dispatcher or their supervisor.
- c. There will be no falsification of logs, trip reports, time in service, or employment information (all moving violations shall be noted, whether in truck, or personal vehicle).
- d. Paperwork shall be completed and turned in at the end of every shift.
- e. All brakes will be checked at the beginning of your shift and post-use. Corrections are to be made prior to the next use of the equipment.
- f. Air tanks must be drained at the end of your shift.
- g. There will be no backing under trailers until air lines are hooked up and the trailer is charged with air and brakes set. This must be completed prior to your hook-up.
- h. Excessive speed on the customer's property will not be tolerated.
- i. Every accident, even very minor, must be reported to your supervisor.
- j. A preventable (chargeable) accident may result in termination.
- k. All injuries must be reported to the supervisor.
- l. Keep informed of legal weight limitations and legal equipment lengths.
- m. Know your vehicle's height and keep it posted in the cab. Do not move under anything unless you know you have clearance.

2. Hour of Service, Examinations, Licenses

- a. All drivers must maintain time cards in accordance with company policy and applicable DOT regulations. Do not exceed maximum allowable driving times.
- b. Drivers must maintain a complete Driver's Log in compliance with the DOT Motor Carrier Safety Regulations.
- c. A driver required to have a physical examination will carry on their person the medical examiner's certificate or a photographically reproduced copy of the certificate whenever they are on duty along with documentation of any waivers noted on the license.
- d. A valid driver's license is necessary for any driving position. If driving privileges have been revoked or suspended for any reason, you must notify your supervisor immediately.
- e. Remember to renew your licenses as required and bring copies to the office. Failure to provide this will result in suspension of driving privileges until received.

- 3. The driver's responsibility shall be to secure the load during and/or after loading in such a manner that no damages are incurred due to shifting of the load during transit.



10. Employee Safety and Training

4. All drivers are expected to keep their vehicles in good condition and mirrors and glass clean.
5. It is prohibited to be under the influence of intoxicants and/or drugs while on duty. Use or possession of open alcoholic beverages, or narcotics while on duty will cause your immediate termination. No driver will be permitted to work if they report for duty showing evidence of being under the influence of alcohol or drugs. Alcoholic substances cannot be consumed while on duty. Use of over-the-counter medications that cause drowsiness or that impair perception or reaction time also must be reported prior to use.

Employees taking a prescribed, controlled substance must immediately report their treatment to their supervisor. The physician prescribing the medication must notify the organization that it will not affect the safe operation of a motor vehicle. Failure to report the use of a prescribed controlled substance may result in disciplinary action.

6. Maintain communication throughout the workday with dispatch. Contact the office for instructions in the event of any weather conditions or other situations for which safe operation is questionable.

F. Vehicles

1. It is the driver's responsibility, as well as the supervisor's, to make sure that vehicles are well-maintained and in safe running condition. Frequent inspections of all components must be conducted. Inspect your vehicle before starting the work day, and when completing the work day. Vehicle inspection reports (VIR's) are to be given to dispatch. Dispatch is responsible for ensuring that all work is completed as needed for safe operation or, if necessary to arrange for the use of an alternate vehicle.
2. A VIR must be filed. You must perform a safety check on all equipment prior to operating it. These checks help protect equipment, the public, and you. Any defects noted during your inspections should be written down on the VIR. Critical items should be reported to your supervisor for correction prior to the use of the vehicle. A copy of the signed VIR must be left on the vehicle. Mark any defects you found during your inspection on the report and turn it in with the rest of your paperwork. If operating a personal vehicle for organization business, the driver is responsible to assure the safety and pre-use inspection of the vehicle as outlined above.
3. The Maintenance Department must ensure that all preventative maintenance is performed according to the equipment manufacturer's instructions and that all maintenance records are filed according to DOT requirements.



G. Disciplinary Policy

Violation	Discipline
1. Accidents:	
Major Chargeable	Subject to discharge
Minor Chargeable	First Offense - Warning Notice Second Offense - Subject to discharge
Failure to report accidents, property damage, and personal Injury	Subject to discharge
2. Equipment:	
Failure to report mechanically defective condition of equipment	First Offense - Warning Notice Second Offense - Subject to discharge
Unauthorized use of equipment	Subject to discharge
Failure to keep inside of cab, windows, mirrors, windshield, and lights clean	First Offense - Warning Notice Second Offense - Subject to discharge
Willful damage to equipment	Subject to discharge
Abandonment of equipment	Discharge
3. Conduct:	
Drinking on duty or on organization property or use of drugs not prescribed by employee physician	Discharge
Discourteous to customer, failure to assist unloading, (complaint in writing)	First Offense - Warning Notice Second Offense - Subject to discharge
Disobeying orders including failure to follow instructions in the fleet operations manual unless such failure would result in more severe penalty which would then apply	Subject to discharge
Conviction of reckless driving	First Offense - Warning Notice Second Offense - Discharge
Inaccurate loading, unloading or checking, or careless handling resulting in damage or loss of cargo.	First Offense - Warning Notice Second Offense - Subject to discharge
Failure to check equipment	First Offense - Warning Notice Second Offense - Subject to discharge
Pulling wrong load or going to wrong destination	First Offense - Warning Notice Second Offense - Subject to discharge
Loss of driver's license	Subject to discharge
Employee reporting for work unclean or in filthy clothing	First Offense - Warning Notice Second Offense - Subject to discharge
Failure to protect assignment or to report for duty within a reasonable length of time after calling	First Offense - Subject to discharge
Theft or any act of personal dishonesty (this includes incurring unnecessary delay time)	Subject to discharge
Falsification of driver's log, pay records, or any organization reports	Subject to discharge
Filing of false or incomplete employment application.	Subject to discharge
4. Reports:	
Failure to make out reports properly	First Offense - Warning Notice Second Offense - Subject to discharge



Violation	Discipline
Failure to report to dispatcher at specified times when required to do so	First Offense - Warning Notice Second Offense - Subject to discharge
5. Driving Schedules:	
Failure to complete run in scheduled running time without satisfactory explanation	First Offense - Warning Notice Second Offense - Subject to discharge
Unnecessary delaying of load or equipment	First Offense - Warning Notice Second Offense - Subject to discharge
7. Miscellaneous:	
Unauthorized carrying of passengers	Subject to discharge
Refuse to make a run	Automatic discharge
Refusal of tractor which has not previously been reported mechanically defective	Subject to discharge
Use of profanity while on duty on customer's property. The employee is representing the organization, so refrain from using such language.	First Offense - Warning Notice Second Offense - Subject to discharge

A written notice of the violation of these rules will be given to the employee stating the time, date, and place of violations as well as the actual infraction. The employee will sign the notice verifying receipt.

H. Documentation Summary

- A. Each employee must read this program, and sign the Employee Acknowledgement Form.
- B. All driver records as required by the DOT Motor Carrier Safety Regulations must be kept in the employee's personnel file. These documents need to be retained for each employee/driver as well as for each owner/operator driver. Documentation should include such information as:
 - Application for employment
 - Inquiry to past employers
 - Commercial driver's license
 - Request for check of driving record and copy of same
 - Medical examiner certificates
 - Violation and review record
 - A driver data sheet
 - Employment eligibility verification and social security information
 - Company Safety Policies receipt acknowledgement forms
 - Drug and alcohol policy acknowledgement form
 - Pre-employment drug screen consent form
 - Random drug screen consent form
 - Address update information
 - Ride-along and ride-behind performance reports
 - Accident and Incident reports and findings
 - Driver-log audit reports
 - Disciplinary letters

These files are reviewed to ensure completeness and that the latest information is incorporated into these files.

- C. All vehicle records as required by the DOT Motor Carrier Safety Regulations must be kept in the proper vehicle history file



Preventability Evaluation

HOW TO DETERMINE PREVENTABILITY

This guide is to be used by Accident Review Board in determining if an accident is Preventable or Non-Preventable.

WHAT IS A PREVENTABLE ACCIDENT?

A preventable accident is any accident in which the driver failed to do everything he/she reasonably could have done to avoid it.

WHAT IS A NON-PREVENTABLE ACCIDENT?

A non-preventable accident is an accident in which the driver did everything he/she reasonably could have done to foresee the things that caused the accident and guard against them.

Nearly all accident situations are covered in this material. For each type of accident, a series of questions is asked. If the answer to any question is "no" then our driver was not practicing the best defensive driving.

It is often difficult to assess preventability and difficult to make a driver understand wherein he/she was at fault. Drivers must be taught very specifically the kinds of hazards they must anticipate and defend themselves against. Without a clear concept of what defensive driving is, it becomes a frustrating catchall in the minds of drivers.

Following the definition of a defensive driver, the questions asked here help to determine preventability and help to teach a driver what is meant by defensive driving. When you have gathered the facts about an accident, apply these questions to assess preventability.

Defensive drivers are those who make allowances for the lack of skill and knowledge on the part of the other driver. They recognize that they have no control over the unpredictability of other drivers, pedestrians, and weather or road conditions. They develop a defense against those hazards. They concede their right-of-way and make concessions to avoid collision. They are careful to commit no driving errors themselves and are defensively alert to avoid the accident traps and hazards created by weather, roads, pedestrians, and other drivers.

Icy roads; curves; hills; narrow roads; the absence of signs and signals; signals out of order; or the carelessness, recklessness, or ignorance of other drivers does not relieve our driver of his responsibility for driving without accidents. These are situations likely to be encountered at any time and we must drive accordingly.



A. INTERSECTION ACCIDENTS

1. Did driver approach the Intersection at a safe speed for the condition?
2. Was the driver prepared to stop before entering the Intersection?
3. At a blind corner, did the driver pull out slowly ready to shift his right foot to the brake pedal?
4. Did the driver make sure the other driver would stop for a traffic light or stop sign?
5. Did the driver obey all traffic signs?
6. Did the driver signal well in advance of his/her change in direction?
7. Did the driver turn from the proper lane?
8. Was the driver alert to the turns of other vehicles?
9. Did the driver avoid overtaking and passing in the intersection?
10. Did the driver refrain from jumping the starting signal or riding through the caution light?

IF THE ANSWER TO ANY QUESTION IS "NO" OUR OPERATOR WAS NOT DRIVING DEFENSIVELY AND THE ACCIDENT IS CONSIDERED TO BE PREVENTABLE.

B. HIT OTHER IN REAR

1. Was our driver maintaining the safe following distance (one car length for every 10 miles per hour of travel, increased for darkness and inclement weather)?
2. Did the driver keep his/her eyes in front of the car ahead?
3. Did the driver approach the green traffic light cautiously, expecting the driver ahead to stop suddenly on the signal change?
4. Did the driver keep from skidding?

IF THE ANSWER TO ANY QUESTION IS "NO" OUR DRIVER WAS NOT DRIVING DEFENSIVELY AND THE ACCIDENT IS CONSIDERED TO BE PREVENTABLE.

C. BACKING ACCIDENTS

1. Was it necessary to back up:
 - a. Did the driver have to park so close to the car ahead as to require backing to leave the parking space?
 - b. Was it necessary to drive into the narrow street, dead-end alley, or driveway from which he/she backed?
2. If the driver could not see where he/she was backing:
 - a. Did the driver try to get someone to guide him/her?
 - b. Did the driver look all around the vehicle before getting in?
 - c. Did the driver back up immediately after looking?
 - d. Did the driver look to the rear along with watching the rear view mirrors?
 - e. If the distance was long, did he/she stop, get out, and look around occasionally?
3. Did the driver back up slowly?
4. Did the driver judge his/her backing clearance accurately?

IF THE ANSWER TO ANY QUESTION IS "NO" OUR DRIVER WAS NOT DRIVING DEFENSIVELY AND THE ACCIDENT IS CONSIDERED TO BE PREVENTABLE.



D. PEDESTRIANS

1. Did the driver drive through congested sections expecting that pedestrians would step in front of the vehicle?
2. Was the driver prepared to stop?
3. Did the driver keep as much clearance between his/her vehicle and parked cars as safety permitted?
4. Did the driver refrain from passing vehicles that had stopped to allow pedestrians to cross?
5. Did the driver refrain from jumping the starting signal or riding through the caution light?
6. Was the driver aware of groups of children, and was he/she prepared to stop if a child ran into the street?
7. Did the driver give pedestrians the right-of-way?
8. Did the driver refrain from passing a stopped school bus?

IF THE ANSWER TO ANY QUESTION IS "NO" OUR DRIVER WAS NOT DRIVING DEFENSIVELY AND THE ACCIDENT IS CONSIDERED TO BE PREVENTABLE.

E. PULLING FROM THE CURB

1. Did the driver look front and rear for approaching and overtaking traffic immediately before starting to pull out?
2. Did the driver look back rather than depend upon the rear view mirror?
3. Did the driver signal before pulling from the curb?
4. Did the driver start out only when his/her action would not require traffic to change its speed or direction in order to avoid him/her?
5. Did the driver continue to glance back and check his/her mirrors?

IF THE ANSWER TO ANY QUESTION IS "NO" OUR DRIVER WAS NOT DRIVING DEFENSIVELY AND THE ACCIDENT IS CONSIDERED TO BE PREVENTABLE.

F. SKIDDING

1. Was the driver driving at a speed safe for conditions of weather and road?
2. Was the driver keeping at least twice the safe following distance for dry pavement (one car length for every 10 miles per hour of speed)?
3. Were all of his/her actions gradual?
4. Was the driver expecting ice on bridges, in gutters, ruts, and near the curb?
5. Was the driver alert for melting snow, freezing in the shade, loose gravel, sand, ruts, etc.?
6. Did the driver keep out of car tracks and cross them at wide angles?

IF THE ANSWER TO ANY QUESTION IS "NO" OUR DRIVER WAS NOT DRIVING DEFENSIVELY AND THE ACCIDENT IS CONSIDERED TO BE PREVENTABLE.

G. PARKED

1. Was the driver on the right side of the road?
2. Was it necessary to park near the intersection?
3. Did the driver have to park on the traveled part of the highway, on the curve, or on the hill?
4. Where required, did he/she warn traffic by flag or flare?
5. Did the driver park parallel to the curb?



6. Was it necessary to park so close to an alley or directly across from a driveway?

IF THE ANSWER TO ANY QUESTION IS "NO" OUR DRIVER WAS NOT DRIVING DEFENSIVELY AND THE ACCIDENT IS CONSIDERED TO BE PREVENTABLE.

H. ALL OTHERS

1. Could the driver have done anything to avoid the accident?
2. Was his/her speed safe for conditions?
3. Did the driver obey all traffic signals?
4. Was his/her vehicle under control?
5. Did the driver follow his/her routing and delivery instructions?
6. Did the driver call in for help when in doubt?
7. Did the driver report the accident as soon as he/she returned?

IF THE ANSWER TO ANY QUESTION IS "NO" OUR DRIVER WAS NOT DRIVING DEFENSIVELY AND THE ACCIDENT IS CONSIDERED TO BE PREVENTABLE.



ROAD TEST RECORD

Driver's Name: _____ License No.: _____ State: _____ Class: _____

Equipment Driven: _____ Length of Test In Miles: _____

Air Brakes Equipped: Yes No Standard Transmission Automatic Transmission

Proper Pre-Trip Inspection Completed: Yes No

If equipment being operated includes combination units; coupling/uncoupling completed: Yes No

Mark each item as "satisfactorily" or "unsatisfactorily" completed. Leave any items not evaluated blank.

Part 1 - Placing Vehicle In Motion and Use of Controls

	Satisfactory	Unsatisfactory
A. MOTOR		
Places transmission in neutral before starting engine	<input type="checkbox"/>	<input type="checkbox"/>
Starts engine without difficulty	<input type="checkbox"/>	<input type="checkbox"/>
Checks instruments at regular intervals	<input type="checkbox"/>	<input type="checkbox"/>
Maintains proper engine rpm while driving	<input type="checkbox"/>	<input type="checkbox"/>
B. BRAKES		
Knows proper use of and checks tractor protection valve	<input type="checkbox"/>	<input type="checkbox"/>
Tests service brakes	<input type="checkbox"/>	<input type="checkbox"/>
Builds full air pressure before moving	<input type="checkbox"/>	<input type="checkbox"/>
C. CLUTCH AND TRANSMISSION		
Starts unit moving slowly	<input type="checkbox"/>	<input type="checkbox"/>
Uses clutch properly	<input type="checkbox"/>	<input type="checkbox"/>
D. LIGHTS (If tested during darkness)		
Adjusts speed for range of headlights	<input type="checkbox"/>	<input type="checkbox"/>
Dims lights when approaching another vehicle or following traffic	<input type="checkbox"/>	<input type="checkbox"/>

Part 2 - Backing and Parking

	Satisfactory	Unsatisfactory
A. BACKING		
Gets out and checks area before backing	<input type="checkbox"/>	<input type="checkbox"/>
Understands and utilizes mirrors and cameras properly	<input type="checkbox"/>	<input type="checkbox"/>
Signals when backing (If appropriate)	<input type="checkbox"/>	<input type="checkbox"/>
Avoids backing from blind side	<input type="checkbox"/>	<input type="checkbox"/>



Part 2 -- Backing and Parking (Continued)

B. PARKING

Parks without hitting any other vehicles or stationary objects	<input type="checkbox"/>	<input type="checkbox"/>
Parks correct distance from curb	<input type="checkbox"/>	<input type="checkbox"/>
Secures unit properly; sets brake, transmission in correct gear, shuts off engine, blocks wheels when necessary	<input type="checkbox"/>	<input type="checkbox"/>
Carefully enters traffic from parked position	<input type="checkbox"/>	<input type="checkbox"/>

Part 3 -- Slowing and Stopping

Satisfactory Unsatisfactory

Uses clutch and gears properly	<input type="checkbox"/>	<input type="checkbox"/>
Gears down properly before descending hills	<input type="checkbox"/>	<input type="checkbox"/>
Starts without rolling back	<input type="checkbox"/>	<input type="checkbox"/>
Tests brakes before descending grades	<input type="checkbox"/>	<input type="checkbox"/>
Uses brakes properly on grades	<input type="checkbox"/>	<input type="checkbox"/>
Makes proper use of mirrors	<input type="checkbox"/>	<input type="checkbox"/>
Plans stop far enough in advance to avoid hard braking	<input type="checkbox"/>	<input type="checkbox"/>
Stops clear of crosswalks	<input type="checkbox"/>	<input type="checkbox"/>

Part 4 -- Operating in Traffic, Passing, and Turning

Satisfactory Unsatisfactory

A. TURNING

Signals intention to turn well in advance	<input type="checkbox"/>	<input type="checkbox"/>
Gets into proper lane well in advance of turn	<input type="checkbox"/>	<input type="checkbox"/>
Checks traffic conditions and turns only when intersection is clear	<input type="checkbox"/>	<input type="checkbox"/>
Restricts traffic from passing on right when preparing to complete right hand turn	<input type="checkbox"/>	<input type="checkbox"/>
Completes turn promptly and safely, and does not impede traffic	<input type="checkbox"/>	<input type="checkbox"/>

B. TRAFFIC SIGNS AND SIGNALS

Plans stop in advance and adjusts speed correctly	<input type="checkbox"/>	<input type="checkbox"/>
Obeys all traffic signals	<input type="checkbox"/>	<input type="checkbox"/>
Comes to a complete stop at all stop signs	<input type="checkbox"/>	<input type="checkbox"/>

C. INTERSECTIONS

Yields right of way	<input type="checkbox"/>	<input type="checkbox"/>
Checks for cross traffic regardless of traffic controls	<input type="checkbox"/>	<input type="checkbox"/>
Enters all intersections prepared to stop if necessary	<input type="checkbox"/>	<input type="checkbox"/>

Part 4 -- Operating in Traffic, Passing, and Turning (Continued)

D. GRADE CROSSINGS

Stops at a minimum 15-foot but not more than 50 feet before crossing if stop is necessary	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------



10. Employee Safety and Training

- Selects proper gear and does not shift gears while crossing
- Knows and understands Federal and State rules governing grade crossings

E. PASSING

- Allows sufficient space ahead for passing
- Passes only when safe to do so
- Signals when changing lanes before and after passing
- Warns driver ahead of his intention to pass
- Passes with sufficient speed differential to minimize obstructing traffic
- Returns to right lane promptly but only when safe to do so

F. SPEED

- Observes speed limits
- Drives at speed consistent with ability
- Adjusts speed properly to road conditions, and traffic
- Slows down in advance for curves and intersections

G. COURESY AND SAFETY

- Yields right of way
- Consistently strives to drive in a safe manner
- Uses horn only when necessary

Part 5 – Miscellaneous

Satisfactory Unsatisfactory

A. GENERAL DRIVING ABILITY AND HABITS

- Consistently alert and attentive
- Consistently is aware of changing traffic conditions
- Anticipates problems
- Performs routine functions without taking eyes from road
- Checks instruments regularly while driving
- Remains calm under pressure

Remarks: _____

General Performance: Satisfactory Needs Additional Training Explain: _____



Signature of Examiner: _____ Date: _____

Driver Training Program

Objective

To hire quality individuals of good character, so that they may in turn work as a commercial driver for Commercial Waste Services. Working as a commercial driver can be a very satisfying and rewarding career; however, this career is not for everyone. A successful candidate must be safety oriented, and they must complete an extensive training program which includes classroom instruction, and on the road instruction with an experienced driver trainer.

Pre-Employment Process

All candidates must possess a valid driver's license, with an acceptable driving record (See Appendix A). Candidates will not have been convicted of a DUI/DWI, careless driving, or reckless driving within the past 5 years.

Candidates must possess a Department of Transportation Medical Examination Certificate. Candidates must also pass a pre-employment background check, and have a negative drug and alcohol screen.

Before a candidate is approved for hiring they will be interviewed by the management team, after which those who are selected must complete all of the necessary paperwork required by the Department of Transportation; this paperwork will be provided by the Fleet Supervisor.

Driver Trainer Qualifications

All driver training will be conducted by, or overseen by the Fleet Supervisor. In-service training will be conducted by experienced driver trainers who are of good character, and who have been with the company for a minimum of five years, and who have a good safety record.

Driver Training Outline

The time in which it takes a candidate to successfully complete the Driver Training Program will depend previous experience; however, there are minimum requirements. Below is a guideline:

Experience Level	Length of Training
Less than Two Years' Experience	2-3 Weeks
Two Years or More of Verifiable Experience	1-2 Weeks

It is anticipated that the first week of training will include one day of classroom training. Classroom training will include a review of all route collection policies and procedures; a review of Commercial Waste Services Fleet Safety Program, and the Pre-Trip and Post-Trip Inspection Program requirements. Candidates will also be required to complete a defensive driving course.

The remainder of the first week will be spent practicing the pre and post trip inspections, load securement, and practicing on the skills course. Course will be designed in accordance with the State of California's, Commercial Driver's License Division.



10. Employee Safety and Training

Depending on the candidates experience and skill level the remaining time will include a combination of the skills course, on the road driving.

All training will be documented and reviewed with the candidate on a daily basis (Appendix B); all completed paperwork must be turned in weekly to the Fleet Supervisor.

At the completion of training the candidate must complete a road test (Appendix C) with the Fleet Supervisor and achieve a passing score.

Training materials used to complete the training program will include handouts, videos and a written evaluation. Candidates will also be required to narrate to the driver trainer during the on-road aspect of the training.

Driver training will cover all aspect of defensive driving; however, an emphasis will be put on the Smith Systems 5 Keys:

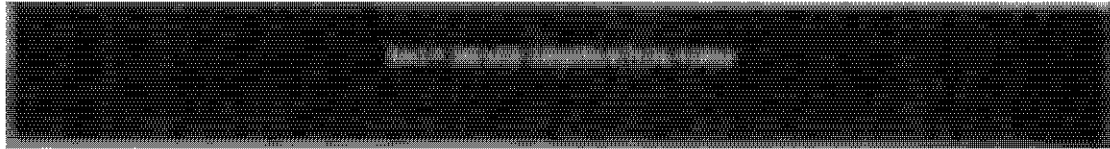
- Aim High in Steering
- Get the Big Picture
- Keep Your Eyes Moving
- Leave Yourself an Out
- Make sure They See You

Driver Monitoring

All new commercial drivers will be monitored, regardless of experience level. New drivers will be monitored and evaluated within the first 30-days, and again at 90-days by a route supervisor utilizing the In-Service Driver Observation Form (Appendix D). Any driver who demonstrates unsafe habits or behaviors will be required to complete a refresher course designed specifically to address the area of concern.



MVR Guidelines				
Age	Number of Minor Violations *	Number of Accidents	Number of Major Violations Allowed	Total Allowable Violations & Accidents
16	Excluded			
17	Excluded			
18	Excluded			
19	Excluded			
20	Excluded			
21-25	2	1	0 for 5 years	2
25-65	2	1	0 for 3 years	3
66-69	2	1	0 for 5 years	2w/Med Questionnaire
70-75	2	0	0 for 5 years	2w/Med Questionnaire
76	1	0	0 for 5 years	1w/Med Questionnaire
77	0	0	0 for 5 years	1w/Med Questionnaire
78	0	0	0 for 5 years	0w/Med Questionnaire
79	0	0	0 for 5 years	0w/Med Questionnaire
80	0	0	0 for 5 years	0w/Med Questionnaire
81+	Excluded			



Driver's Name: _____

Date: _____

Equipment No.: _____

Pre-Trip Inspection: 1 2 3 4 5

Post-Trip Inspection: 1 2 3 4 5

Driver Trainers Notes and Observations: _____

Trainee Signature: _____ Driver Trainer Signature: _____



RECORD OF ROAD TEST FORM

Driver's Name: _____ Equipment Driven: _____ Date: _____

Air Brakes Equipped: Yes No Standard Transmission Automatic Transmission

Proper Pre-Trip Inspection Completed: Yes No

If equipment being operated includes combination units; coupling/uncoupling completed: Yes No

Mark each item as "satisfactorily" or "unsatisfactorily" completed. Leave any items not evaluated blank.

Part 1 - Placing Vehicle in Motion and Use of Controls

	Satisfactory	Unsatisfactory
E. MOTOR		
Places transmission in neutral before starting engine	<input type="checkbox"/>	<input type="checkbox"/>
Starts engine without difficulty	<input type="checkbox"/>	<input type="checkbox"/>
Checks instruments at regular intervals	<input type="checkbox"/>	<input type="checkbox"/>
Maintains proper engine rpm while driving	<input type="checkbox"/>	<input type="checkbox"/>
F. BRAKES		
Knows proper use of and checks tractor protection valve	<input type="checkbox"/>	<input type="checkbox"/>
Tests service brakes	<input type="checkbox"/>	<input type="checkbox"/>
Builds full air pressure before moving	<input type="checkbox"/>	<input type="checkbox"/>
G. CLUTCH AND TRANSMISSION		
Starts unit moving slowly	<input type="checkbox"/>	<input type="checkbox"/>
Uses clutch properly	<input type="checkbox"/>	<input type="checkbox"/>
H. LIGHTS (If tested during darkness)		
Adjusts speed for range of headlights	<input type="checkbox"/>	<input type="checkbox"/>
Dims lights when approaching another vehicle or following traffic	<input type="checkbox"/>	<input type="checkbox"/>

Part 2 - Backing and Parking

	Satisfactory	Unsatisfactory
C. BACKING		
Gets out and checks area before backing	<input type="checkbox"/>	<input type="checkbox"/>
Understands and utilizes mirrors and cameras properly	<input type="checkbox"/>	<input type="checkbox"/>
Signals when backing (if appropriate)	<input type="checkbox"/>	<input type="checkbox"/>
Avoids backing from blind side	<input type="checkbox"/>	<input type="checkbox"/>



10. Employee Safety and Training

D. PARKING

Parks without hitting any other vehicles or stationary objects	<input type="checkbox"/>	<input type="checkbox"/>
Parks correct distance from curb	<input type="checkbox"/>	<input type="checkbox"/>
Secures unit properly; sets brake, transmission in correct gear, shuts off engine, blocks wheels when necessary	<input type="checkbox"/>	<input type="checkbox"/>
Carefully enters traffic from parked position	<input type="checkbox"/>	<input type="checkbox"/>

Part 3 – Slowing and Stopping

Satisfactory Unsatisfactory

Uses clutch and gears properly	<input type="checkbox"/>	<input type="checkbox"/>
Gears down properly before descending hills	<input type="checkbox"/>	<input type="checkbox"/>
Starts without rolling back	<input type="checkbox"/>	<input type="checkbox"/>
Tests brakes before descending grades	<input type="checkbox"/>	<input type="checkbox"/>
Uses brakes properly on grades	<input type="checkbox"/>	<input type="checkbox"/>
Makes proper use of mirrors	<input type="checkbox"/>	<input type="checkbox"/>
Plans stop far enough in advance to avoid hard braking	<input type="checkbox"/>	<input type="checkbox"/>
Stops clear of crosswalks	<input type="checkbox"/>	<input type="checkbox"/>

Part 4 – Operating in Traffic, Passing, and Turning

Satisfactory Unsatisfactory

A. TURNING

Signals intention to turn well in advance	<input type="checkbox"/>	<input type="checkbox"/>
Gets into proper lane well in advance of turn	<input type="checkbox"/>	<input type="checkbox"/>
Checks traffic conditions and turns only when intersection is clear	<input type="checkbox"/>	<input type="checkbox"/>
Restricts traffic from passing on right when preparing to complete right hand turn	<input type="checkbox"/>	<input type="checkbox"/>
Completes turn promptly and safely, and does not impede traffic	<input type="checkbox"/>	<input type="checkbox"/>

B. TRAFFIC SIGNS AND SIGNALS

Plans stop in advance and adjusts speed correctly	<input type="checkbox"/>	<input type="checkbox"/>
Obeys all traffic signals	<input type="checkbox"/>	<input type="checkbox"/>
Comes to a complete stop at all stop signs	<input type="checkbox"/>	<input type="checkbox"/>

C. INTERSECTIONS

Yields right of way	<input type="checkbox"/>	<input type="checkbox"/>
Checks for cross traffic regardless of traffic controls	<input type="checkbox"/>	<input type="checkbox"/>
Enters all intersections prepared to stop if necessary	<input type="checkbox"/>	<input type="checkbox"/>

D. GRADE CROSSINGS

Stops at a minimum 15-feet but not more than 50 feet before crossing if stop is necessary	<input type="checkbox"/>	<input type="checkbox"/>
Selects proper gear and does not shift gears while crossing	<input type="checkbox"/>	<input type="checkbox"/>
Knows and understands Federal and State rules governing grade crossings	<input type="checkbox"/>	<input type="checkbox"/>



10. Employee Safety and Training

E. PASSING

- Allows sufficient space ahead for passing
- Passes only when safe to do so
- Signals when changing lanes before and after passing
- Warns driver ahead of his intention to pass
- Passes with sufficient speed differential to minimize obstructing traffic
- Returns to right lane promptly but only when safe to do so

F. SPEED

- Observes speed limits
- Drives at speed consistent with ability
- Adjusts speed properly to road conditions, and traffic
- Slows down in advance for curves and intersections

G. COURTESY AND SAFETY

- Yields right of way
- Consistently strives to drive in a safe manner
- Uses horn only when necessary

Part 5 – Miscellaneous

Satisfactory Unsatisfactory

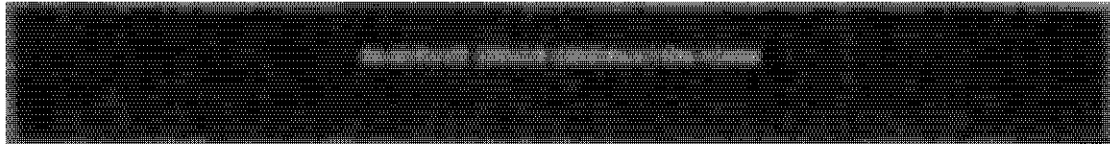
A. GENERAL DRIVING ABILITY AND HABITS

- Consistently alert and attentive
- Consistently is aware of changing traffic conditions
- Anticipates problems
- Performs routine functions without taking eyes from road
- Checks instruments regularly while driving
- Remains calm under pressure

Remarks: _____

General Performance: Satisfactory Needs Additional Training Explain: _____

Signature of Trainer: _____ Date: _____



Driver: _____

Date: _____

Start Time: _____ Finish Time: _____

Equipment No.: _____

Mark each item as "satisfactorily" or "unsatisfactorily" completed. Leave any items not evaluated blank.

Observed Driving Activity	Satisfactory	Unsatisfactory
Following Distance		
Speed		
Backing		
Traffic Signs & Signals		
Intersections		
Right Turns		
Left Turns		
Lane Changes		
Railroad Crossings		
Driver Distractions		

Other/Comments: _____



Driver Signature: _____ Supervisor Signature: _____

Biennial Inspection of Terminals (BIT) Program

Commercial Waste Services will comply with the California Commercial Motor Vehicle Safety Act of 1988, commonly referred to as the Biennial Inspection of Terminals (BIT) Program; this program was enacted to alleviate the number of truck related collisions on California highways. The intent is to ensure every truck terminal throughout the state is inspected by the California Highway Patrol (CHP) on a regular basis.

Terminal inspections are also used as a tool to determine if motor carriers are complying with the Federal Motor Carrier Safety Administration (FMCSA) regulations on an on-going basis, particularly with regard to the legal requirement to maintain commercial motor vehicles according to a scheduled maintenance program. The CHP's role is to determine whether carriers, including Commercial Waste Services maintenance schedules are adequate to prevent collisions or mechanical breakdowns involving the vehicles, and all maintenance and driver records are prepared and retained as required by law.

Section 34501.2 of the California Vehicle Code requires any organization directing the operation of certain trucks and/or trailers to participate in the BIT Program. The law requires the CHP to inspect California truck terminals every 25-months. A truck terminal is defined as any place where a vehicle is regularly garaged, maintained, operated or dispatched from.

Commercial vehicles will be periodically inspected within 90-day intervals by a CHP Motor Carrier Specialist, or sooner if necessary to ensure safe operation. Inspections will be documented and inspection reports must be retained for two years. The inspection reports will include:

- Identification of the vehicle including, make, model, license number, company vehicle number or other means of positive identification.
- Date and nature of each inspection and repair performed.
- The signature of the authorized representative attesting to the inspection and to the completion of all required repairs.

To ensure our company's compliance with the Department of Transportation's FMCSA Part 391 (Inspection, Repair, and Maintenance), and the California Highway Patrol BIT Program we have established a Preventive Maintenance schedule which includes regular pre-determined services at 30, 60, and 90-day intervals. All service will be recorded on the Preventive Maintenance Log for that vehicle; logs and record of repairs will be retained for at least one year.

Driver Vehicle Inspection Report's (DVIR)

Commercial Waste Services views vehicle inspections as an important part of the overall safe operation of commercial motor vehicles. While drivers and the company both have a duty to make sure the vehicles are inspected daily, the driver is ultimately responsible for making certain that the vehicle being driven is in safe operating condition. Legally drivers have to perform pre-trip inspections as stated in the Federal Motor Carrier Safety Regulations (FMCSR) part 396.13 as well as post-trip inspections as outlined in part 396.11. Commercial vehicle inspections are also a requirement of the California Highway Patrol Biennial Inspection of Terminals (BIT) Program.

Pre-trip and post-trip inspections can help identify defective equipment before it fails. In the event of a crash the reports will be pulled and used as part of the investigation, especially in the event of serious incidents. We must take the completion of these reports seriously.



The Vehicle Maintenance Behavior Analysis and Safety Improvement Category (BASIC) is one of seven categories that the Federal Motor Carrier Safety Administration (FMCSA) uses to determine how a motor carrier ranks relative to other carriers with a similar number of safety events. Violations related to the Vehicle Maintenance BASIC adversely affect the FMCSA's Safety Measurement System (SMS) results for a 24-month period. Time and/or inspections with no vehicle maintenance violations can improve our company's BASIC percentile ranking.

Completing a DVIR and catching a defect before leaving the yard at the beginning of shift can also reduce losses associated with down time and road calls, not to mention the added stress of being behind schedule.

The effectiveness of DVIR's are dependent on our drivers doing a thorough job on both the pre-trip and post-trip inspections, and our maintenance team completing all of the necessary repairs in a timely manner.

Driver Vehicle Inspection Report (DVIR) Process

Commercial Waste Services driver's will complete both a pre-trip and post-trip DVIR on all equipment equipped with three or more axles having a gross vehicle weight (GVR) rating of more than 10,000 lbs., or any motor truck with a GVR of more than 10,000 lbs. while towing any trailer or semi-trailer that results in a combination length over 40-feet.

At the beginning of each shift driver's will complete the header section of the DVIR which includes: company name; D.O.T. number, date, unit number, beginning mileage, etc. The driver shall then complete a visual inspection of the vehicle and note any defects; prior to operating the vehicle, the company shall repair any defect or deficiency listed on the DVIR which would be likely to affect the safe of operation of the vehicle.

Commercial Waste Services maintenance personnel shall certify on the original DVIR which lists any defect or deficiency that the defect or deficiency has been repaired, or that the repair is unnecessary before the vehicle is operated again. A copy of the DVIR shall be left for the driver as verification.

When starting the pre-trip inspection process drivers should first check and verify that the repairs have been completed from the previous shift/day. If satisfied with the repair the driver must sign the DVIR and return the form to dispatch/fleet supervisor for filing.

If repairs cannot be performed prior to the next shift, maintenance personnel will remove the vehicle from service and notify the dispatcher and/or fleet supervisor that the vehicle is temporarily out of service. Only when all repairs have been completed can the vehicle be placed back in service.

Original DVIR's, certification of repairs, and the certification of the driver's review must be retained for a minimum of 90-days from the date the written report was prepared. All completed DVIR's will be recorded on the DVIR Log spreadsheet.



**Fall Protection Program
Objective**

Each year, the Bureau of Labor Statistics (BLS) reports that far too many workers die on the job, with many of those fatalities resulting from falls. Events surrounding these types of accidents often involve a number of factors, including unstable working surfaces, misuse of fall protection equipment, and human error. Studies have shown that the use of guardrails, fall arrest systems, covers, and proper training can prevent many deaths and injuries from falls.

Although falls from the top of refuse collection vehicles are not commonplace, the severity of injuries resulting from falling off the top of a truck or trailer is often very serious, and can even be fatal. Front loaders, rear loaders with reeving equipment, and transfer trailers all require access to the top for routine activities, and each should be evaluated with fall protection in mind.

Whenever performing any task that would allow a worker to fall a distance of four feet or more to a lower level, the work task requires pre-planning in order that fall hazards are identified, evaluated, and controlled. The worker must receive adequate training and be protected from falling.

The State of California, Occupational Safety & Health Administration (Cal/OSHA) outlines the fall protection requirements in the Title 8 Regulations, Section 3210. For those not covered by Cal/OSHA regulations the controlling regulations are 29 CFR 1910, Subpart D of the General Industry Standard (Walking Working Surfaces) hereinafter referred to as the Fall Protection Standard.

In order to comply with the OSHA standards, this written program has been established for Commercial Waste Services. All company facilities and equipment are included and comply with this program. Copies of this written program, including a copy of the OSHA Standard, are available for review by any employee.

ASSIGNMENT OF RESPONSIBILITY

The Safety Manager is responsible for:

- providing oversight and technical support;
- securing the resources necessary to implement this program;
- ensuring that routine safety checks of work operations are performed;
- conducting an annual review of this program, including an inspection of systems
- updates (as needed) to ensure the effectiveness of the program; and,
- ensuring that proper reporting and record keeping is executed.

Managers/Supervisors are responsible for:

- compliance with this program at site locations under their supervision.
- performing routine safety checks of work operations;
- correcting any unsafe practices or conditions immediately;
- ensuring employees have the proper tools and personal protective equipment for working on elevated work surfaces;
- coordinating employee schedules for training;
- notifying the Safety Manager of potential hazards requiring assessments, or improvements to the program.



Employees are responsible for:

- complying with all aspects of this program; and,
- cooperating in all safety and health matters;
- reporting incidents related to fall protection to your supervisor/foreman immediately;
- wearing all required personal protective equipment – there are no exceptions;
- inspecting the equipment in accordance with manufacturer's guidelines and instructions; and,
- reporting hazardous conditions or other health and safety concerns immediately to your supervisor/foreman/project manager.

The program is reviewed at least annually to ensure both the safety of the company employees and compliance with the Cal/OSHA or Federal OSHA Fall Protection standards, as well as any state and local requirements.

FALL PROTECTION PROCEDURES

Basic Fall Protection

The floor of every workroom shall be maintained in a clean and, so far as possible, a dry condition.

Where wet processes are used, drainage shall be maintained, and false floors, platforms, mats, or other dry standing places should be provided where practicable.

Where mechanical handling equipment is used, sufficient safe clearances shall be allowed for aisles, at loading docks, through doorways and wherever turns or passage must be made.

Aisles and passageways shall be kept clear and in good repairs, with no obstruction across or in aisles that could create a hazard.

Every stairway floor opening shall be guarded by a standard railing constructed in accordance with applicable Cal/OSHA or Federal OSHA requirements. The railing shall be provided on all exposed sides (except at entrance to stairway).

Every ladder way floor opening or platform shall be guarded by a standard railing with standard toe-board on all exposed sides (except at entrance to opening), with the passage through the railing either provided with a swinging gate or so offset that a person cannot walk directly into the opening.

ENTERING & EXITING COMMERCIAL TRUCKS AND EQUIPMENT

Commercial drivers and equipment operators climb in and out of their trucks and equipment countless times a day, fortunately most do so without incident. While entering and exiting the cab of a truck or a piece of equipment appears to be a simple task, it is one of the leading causes of work related falls for drivers. Most of the time these incidents can be attributed to not following basic safety rules, or being complacent.

There are four basic steps you can take to reduce these types of injuries: 1) make sure



and steps and grab handles are securely fastened and in good condition; 2) ensure that the grab handles and steps are free of debris such as mud, ice, grease, and other liquids; 3) make sure that the employees footwear is in good condition, and that the sole provides for maximum traction, and 4) make sure that employees are utilizing the three-point contact method; this method requires the employee to always have three points of contact (two hands and one foot, or one hand and two feet) when entering or exiting the truck cab or piece of equipment.

It is important to observe employee behavior when it comes to entering and exiting trucks and equipment because most employees do not consider jumping from the first or second step as risky behavior. Supervisors need to correct this unsafe behavior when it is identified. They should also look for employees carrying items when entering and exiting; things such as lunch boxes, a cup of coffee, or paperwork.

TASKS AND WORK AREAS REQUIRING FALL PROTECTION

Refuse Truck Drivers & Mechanics

Employees who climb up onto a refuse collection truck or trailer shall be protected from falling by the use of a fall restraint device; fall restraint devices is a collection of equipment components that prevents the authorized person from falling over the edge of the truck or into the hopper, yet allows complete hands-free access to the working surface on the top of the truck.

One example of a Fall Restraint System is designed specifically for refuse collection vehicles. It consists of two parallel restraint lines that are permanently mounted to the top of the vehicle body, a unique dual lanyard connects to the restraint lines, and a comfortable work positioning belt is worn by the employee. Once the employee reaches the top of the vehicle, they clip their belt into the system using a swivel hook on the lanyard. They are able to walk the full length and width of the vehicle, while being prevented from going over the edge or into the hopper. This type of system can be specified on new vehicles or retrofitted to those already in the fleet. Its low profile also protects it from tree branches and other obstructions.

Climbing and Reaching

Climbing the ladder to reach the top of the truck creates the greatest exposure for a fall. The transition point from the ladder to the working surface (and back down) is the most difficult point to navigate without assistance from handholds. A bolt-on telescopic hand rail extension allows the climber to remain in an erect posture while maintaining three points of contact all the way through the transition and back down. When not in use the device easily retracts out of the way next to the ladder.



Even though the nature of the job necessitates climbing at times, the best fall protection programs minimize the amount of climbing by doing as many tasks as possible with your feet firmly on the ground. Expandable reaching tools can assist in many routine tasks and are a key component to an effective fleet safety program. These tools can be used to safely clean and maintain vehicles from ground level. They may include expandable reaching poles that can be quickly fitted with various attachments, including a brush and scraper that can be extended to sweep front loader cab shields and safely clean tailgate seals without walking under a raised tailgate. They can also be used on rear loaders to clean the packing/sweep blade from a safe distance. Another attachment is a multifunction hook used to position tarps and secure bungee cords without climbing onto the truck. Mounting brackets are available to conveniently store the tools on the vehicle.

Material Recovery Facility (MRF)

The walking and working surfaces at the MRF shall be maintained in a clean and dry condition. All surfaces and stairs shall be kept clear of slip, trip and fall hazards. Employees are required to wear shoes with an anti-slip sole, and shoes should be inspected on a regular basis.

Employees who are required to perform any preventive maintenance or repairs outside of the guard-railing system will be required to use a personal fall arrest system.

All walking and working surfaces above four-feet shall be equipped with a guard railing system that includes a mid-rail and toe-boards.

Tarping Roll-Off Containers

Must roll-off containers can now be tarped after being picked-up with the use of an automatic tarping system. If you must tarp a bin manually, be sure to utilize an expandable reaching tool so that the task can be performed at ground level. You may also choose to use a fixed or rolling catwalk equipped with guard-railing for safer access.

Ladders

Ladders shall be maintained in good condition at all times, the joint between the steps and side rails shall be tight, all hardware and fittings securely attached, and the movable parts shall operate freely without binding or undue play.



10. Employee Safety and Training

Ladders shall be inspected frequently and those which have developed defects shall be withdrawn from service for repair or destruction and tagged or marked as "Dangerous, Do Not Use."

All fixed ladders on the side of trucks shall be inspected daily as part of the driver's vehicle inspection report, and any defects must be reported immediately.

Rungs should be kept free of grease and oil.

Portable ladders shall be so placed that the side rails have a secure footing.

Ladders shall not be placed in front of doors opening toward the ladder unless the door is blocked upon, locked, or guarded.

Ladders shall not be placed on boxes, barrels, or other unstable bases to obtain additional height.

Ladders with broken or missing steps, rungs, or cleats, broken side rails, or other faulty equipment shall not be used; improvised repairs shall not be made.

Tops of the ordinary types of stepladders shall not be used as steps.

No ladder should be used to gain access to a roof unless the top of the ladder shall extend at least 3 feet above the point of support, at eave, gutter, or roofline.

A simple rule for setting up a ladder at the proper angle is to place the base a distance from the vertical wall equal to one-fourth the working length of the ladder.

When ascending or descending, the climber must face the ladder.

Employees should not lean too far over the side rails of a ladder such that it causes a fall hazard. A good "rule of thumb" is that employees keep their belt buckle within the side rails at all times.

FALL PROTECTION SYSTEMS

Only the safety manager and the immediate supervisor can make decisions on the proper fall protection system to be used for any specific application. Fall protection systems will only be utilized after careful consideration and task review.

Covers

All hole and wall covers are secured to prevent accidental displacement.

- Covers are color-coded or bear the markings "HOLE" or "COVER".
- Covers are able to support twice the weight of employees, equipment, and materials that might cross them.
- Covers located in roadways are able to support twice the axle load of the largest vehicle that might cross them.

Guardrail Systems



10. Employee Safety and Training

Guardrail systems are erected at unprotected edges, ramps, runways, or holes where it is determined by the safety manager and supervisor that erecting such systems will not cause an increased hazard to employees. The following specifications are followed in the erection of guardrail systems.

Top-rails are:

- at least ¼ inch in diameter (steel or plastic banding is unacceptable);
- flagged every six (6) feet or less with a high visibility material if wire rope is used;
- inspected by supervisor as frequently as necessary to ensure strength and stability;
- forty-two (42) inches (plus or minus three (3) inches) above the walking/working level.

Mid-rails, screens, mesh, intermediate vertical members, and solid panels are erected in accordance with the OSHA Fall Protection Standard.

A standard railing shall consist of top-rail, mid-rail, and posts, and shall have a vertical height of 42 inches nominal from upper surface of top rail to floor, platform, runway, or ramp level. The top rail shall be smooth-surfaced throughout the length of the railing.

The mid-rail shall be approximately halfway between the top rail and the floor, platform, runway, or ramp. The ends of the rails shall not overhang the terminal posts except where such overhang does not constitute a projection hazard.

A standard toe-board shall be 4 inches nominal in vertical height from its top edge to the level of the floor, platform, runway, or ramp. It shall be securely fastened in place and with not more than 1/4-inch clearance above floor level. It may be made of any substantial material either solid or with openings not over 1 inch in greatest dimension.

Personal Fall Arrest Systems

Personal fall arrest systems are used by employees as determined by the safety manager and may consist of anchorage, connectors, body harness, deceleration device, lifeline, or suitable combinations.

Personal fall arrest systems:

- limit the maximum arresting force to 1,800 pounds;
- are rigged so an employee cannot free fall more than six (6) feet or contact any lower level;
- bring an employee to a complete stop and limit the maximum deceleration distance traveled to three and a half (3 ½) feet;
- are strong enough to withstand twice the potential impact energy of an employee free-falling six (6) feet (or the free fall distance permitted by the system, whichever is less);
- are inspected prior to each use for damage and deterioration; and
- are removed from service if any damaged components are detected.

All components of a fall arrest system meet the specifications of the OSHA Fall Protection Standard, and are used in accordance with the manufacturer's instructions.

The use of non-locking snap hooks is prohibited.

Dee-rings and locking snap hooks:

- have a minimum tensile strength of 5000 pounds; and



- are proof-tested to a minimum tensile load of 3600 pounds without cracking, breaking, or suffering permanent deformation.

Lifelines are:

- designed, installed, and used under the supervision of a qualified person – one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work, or the project.
- protected against cuts and abrasions; and
- equipped with horizontal lifeline connection devices capable of locking in both directions on the lifeline when used on suspended scaffolds or similar work platforms that have horizontal lifelines that may become vertical lifelines.
- Self-retracting lifelines and lanyards have ropes and straps (webbing) made of synthetic fibers, and
- sustain a minimum tensile load of 3,600 pounds if they automatically limit free fall distance to two (2) feet; or
- sustain a minimum tensile load of 5,000 pounds (includes rip stitch, tearing, and deforming lanyards).

Anchorage support at least 5,000 pounds per person attached and are:

- designed, installed, and used under the supervision of a qualified person
- capable of supporting twice the weight expected to be imposed on it; and
- independent of any anchorage used to support or suspend platforms.

Positioning Device Restraint Systems

Body belt or body harness systems are set up so that an employee can free fall no farther than two (2) feet, and are secured to an anchorage capable of supporting twice the potential impact load or 3,000 pounds, whichever is greater. Requirements for snap hooks, dee-rings, and other connectors are the same as detailed in this Program under Personal Fall Arrest Systems.

TRAINING

All employees are trained in and familiar with hazards related to falls, and how to use proper procedures to minimize these hazards. Specifically, training must include, at a minimum:

- nature of the fall hazards employees may be exposed to;
- the correct use of the site-specific fall plan (Appendix B);
- correct procedures for maintaining and inspecting fall protection systems;
- use and operation of guardrails, fall restraint systems, and personal fall arrest systems;
- requirements of the OSHA Fall Protection Standard.

In addition, retraining must be provided for each employee as necessary, so that the employee maintains the understanding/knowledge necessary for the safe performance of specific tasks needing to be conducted by that individual.

Additional training is provided:

- when there is a change in job responsibilities;
- a change in equipment that present a new hazard; or,
- when their work takes them into hazardous areas.

Additional retraining is also provided whenever a periodic inspection reveals, or whenever there is reason to believe there are deviations from or inadequacies in an employee's knowledge of known hazards.



Following each training session, the employee is required to sign and date the training record verifying attendance.

Motor Vehicle Incident/Moving Violation Policy

Incident

Any contact between your vehicle and another person, vehicle, or object is considered an incident whether or not there was damage or injury.

Incident Reporting

All incidents, regardless of how minor, must be immediately reported to the dispatcher, or supervisor in accordance with company policy. Failure to report an incident in a timely manner may result in disciplinary action up to and including termination.

Major Safety Incidents

For incident reporting purposes, a major incident is one involving a company vehicle; this includes, but is not limited to:

- Fatality
- Pedestrian or bicyclist incident
- Failure to stop and immediately report an incident in which you are involved
- Driver cited for a moving violation
- Any injury requiring medical attention away from the scene
- Property damage in excess of \$5,000
- Vehicle fire
- Incidents where driver drug and/or alcohol may be involved

Minor Safety Incidents

All other incidents that do not meet the definition of a "major" incident.

Safety Investigation Leave

Any employee involved in a major incident will be placed on administrative leave while the incident is being investigated to determine root causes and preventability. Administrative leave is unpaid unless the incident is determined to be non-preventable. Employees may perform other non-safety sensitive work if available and/or appropriate until final determination is made.

Safety Point System

Commercial Waste Services safety results are directly related to the actions and behaviors of our employees. At-risk behaviors lead to incidents and injuries. Therefore, all Commercial Waste Services safety sensitive employees are subject to a Safety Point Program rating which assesses cumulative points for at risk behaviors and actions.

Any work-related incident, which involves an employee at Commercial Waste Services will be investigated and may result in Safety Points being assigned.

If the incident is determined to have been preventable by the Commercial Waste Services employee, then it will be considered a preventable incident. While an incident may not be legally considered your "fault", it will be treated as preventable, regardless of the cost to Commercial Waste Services. Even minor damage incidents cost the company money in terms of repairs, lost vehicle or driver time, staff time etc. Any damage to a company vehicle will



automatically be assessed to the most recent employee who drove that vehicle and who failed to report it on a daily vehicle inspection report (DVIR).

Preventability of Incidents

The determination as to whether an incident could have been preventable will be made by the Fleet Manager and/or Safety Director. It is subject to review by the Operations Manager; if there is a disagreement it will be given to the General Manager who will make the final determination based on all available evidence.

Disciplinary Action

Any employee who has a preventable incident will be subject to re-training and/or discipline up to and including termination based on the safety point system.

Although most situations will be addressed by issuing safety points, Commercial Waste Services reserves the right to impose discipline, up to and including termination, for any unsafe act, failure to follow safe work practices and/or procedures, or negligent operation of a company vehicle regardless of the point assessment under the safety point system. Unsafe behaviors are also subject to disciplinary action regardless of whether they lead to injury.

Accruing Safety Points

All preventable incidents will be assigned points in the following manner:

Unsafe maneuver(s) or act	One (1) point
Failure to conduct a proper vehicle inspection report (DVIR)	One (1) point
Improper following distance	Two (2) points
Conviction of a minor traffic violation	Two (2) points
Backing related incident	Two (2) points
Minor preventable incident	Two (2) points
Any use of a cell phone while operating company vehicle	Three (3) points
Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000	Four (4) points
Major preventable incident with serious injury, death, and/or property damage in excess of \$25,000	Six (6) points
Failure to immediately report a citation or incident in a company vehicle	Six (6) points
Tampering with, disabling, or otherwise interfering with an on-board camera, or other monitoring equipment	Six (6) points
Conviction of a major traffic violation *	Six (6) points

(*) A major traffic violation is any citation, in either a personal or company vehicle, that involves any item listed under the "major safety incident" section above, or below and/or:

- 1) Driving while intoxicated or under the influence of alcohol or drugs;
- 2) Possession of open container or alcoholic beverages;



- 3) Driving while your license is suspended or revoked;
- 4) Reckless driving;
- 5) Leaving the scene of an accident.

Maximum Allowable Safety Points

For Introductory employees: Receipt of four (4) or more points during the Introductory period will result in termination. In addition, receipt of two (2) separate safety point assessments during the Introductory period will result in termination, regardless of the employee's total point count.

For non-introductory period employees: In any rolling 12-month period of employment, receipt of six (6) or more points will result in termination. Any infraction which occurred more than 12-months prior would no longer be included in the safety point count. In addition, receipt of three (3) separate safety point assessments in any rolling 12-month period will result in termination regardless of employee's total point count.

Retraining

Commercial Waste Services reserves the right to require an employee attend retraining in addition to any discipline imposed. Failure to attend mandated retraining course will result in disciplinary action up to and including termination.

Retraining is not just based on vehicle incidents but may also be required based on route observations made by supervisors and managers.



TERMS AND DEFINITIONS

Anchorage: a secure point of attachment for lifelines, lanyards, or deceleration devices.

Body Belt: a strap with means both for securing it about the waist and for attaching it to a lanyard, lifeline, or deceleration device.

Body Harness: straps that may be secured about the person in a manner that distributes the fall-arrest forces over at least the thighs, pelvis, waist, chest, and shoulders with a means for attaching the harness to other components of a personal fall arrest system.

Connector: A device that is used to couple (connect) parts of a personal fall arrest system or positioning device system together.

Deceleration Device: any mechanism, such as a rope, grab, rip stitch lanyard, specially-woven lanyard, tearing lanyard, deforming lanyard, or automatic self-retracting lifeline/lanyard, which serves to dissipate a substantial amount of energy during a fall arrest, or otherwise limits the energy imposed on an employee during fall arrest.

Deceleration Distance: the additional vertical distance a falling person travels, excluding lifeline elongation and free fall distance, before stopping, from the point at which a deceleration device begins to operate.

Guardrail System: a barrier erected to prevent employees from falling to lower levels.

Hole: a void or gap two (2) inches (5.1 centimeters) or more in the least dimension in a floor, roof, or other walking/working surface.

Lanyard: a flexible line of rope, wire rope, or strap that generally has a connector at each end for connecting the body belt or body harness to a deceleration device, lifeline, or anchorage.

Leading Edge: the edge of a floor, roof, or formwork for a floor or other walking/working surface (such as a deck) which changes location as additional floor, roof, decking, or formwork sections are placed, formed, or constructed.

Lifeline: a component consisting of a flexible line for connection to an anchorage at one end to hang vertically (vertical lifeline), or for connection to anchorages at both ends to stretch horizontally (horizontal lifeline), that serves as a means for connecting other components of a personal fall arrest system to an anchorage.

Opening: 30 inches (76 centimeters) or higher and 18 inches (46 centimeters) or wider, in a wall or partition through which employees can fall to a lower level.

Personal Fall Arrest System: a system including but not limited to an anchorage, connectors, and a body harness used to arrest an employee in a fall from a working level.

Positioning Device System: a body belt or body harness system rigged to allow an employee to be supported on an elevated vertical surface, such as a wall, and work with both hands free while leaning backwards.

Self-Retracting Lifeline/Lanyard: a deceleration device containing a drum-wound line which can be slowly extracted from, or retracted onto, the drum under minimal tension during normal employee movement and which, after onset of a fall, automatically locks the drum and arrests the fall.



10. Employee Safety and Training

Snap Hook: a connector consisting of a hook-shaped member with a normally closed keeper, or a similar arrangement, which may be opened to permit the hook to receive an object and, when released automatically, closes to retain the object.

Toeboard: a low protective barrier that prevents material and equipment from falling to lower levels and which protects personnel from falling.

Unprotected Sides and Edges: any side or edge (except at entrances to points of access) of a walking/working surface (e.g., floor, roof, ramp, or runway) where there is no wall or guardrail system at least 39 inches (1 meter) high.

Walking/Working Surface: any surface, whether horizontal or vertical, on which an employee walks or works, including but not limited to floors, roofs, ramps, bridges, runways, formwork, and concrete reinforcing steel. Does not include ladders, vehicles, or trailers on which employees must be located to perform their work duties.



JOB HAZARD ANALYSIS		
Equipment Operator - MRF		Note: If you do not have safe work procedures that identify potential hazards, ensure you identify and address all potential hazards and preventive measures.
Company Name: Commercial Waste Services		
Analysis Completed By: Ruben Hernandez		Required Personal Protective Equipment (PPE): ANSI approved high visibility clothing; safety glasses; work boots; gloves; hearing protection.
Date: January 1, 2018		
Job Task/Steps	Potential Accidents or Hazards	Preventive Measures
Conduct Pre-Trip/Post-Trip Inspection	Slips, trip and falls. Bad weather conditions. Working in the dark (outside) and poor lighting. Working in tight spots with above mentioned hazards.	Wear appropriate Personal Protective Equipment (PPE) for the task and weather conditions. Ensure work boots are laced and have good treads. Keep mind on-task. Have proper lighting (i.e. well-lit yard, flashlight or a clip-on light). Take your time.
Walking in Material Recovery Facility	Slips, trips and falls.	Ensure walking surfaces are clear of slip, trip and fall hazards. Wear appropriate foot wear; make sure they are laced and have good treads.
Walking/Working around Trucks and Heavy Equipment	Struck by trucks entering/exiting facility. Struck by material handling equipment such as skid steers, front-end loaders etc.	Wear appropriate Personal Protective Equipment (PPE) for the task; PPE shall include ANSI approved high visibility clothing. Make eye contact with drivers and operators; no talking or texting on phones. Be aware of surroundings.
Entering/Exiting Equipment	Slips, trips and falls.	Maintain 3 points of contact when entering and exiting the equipment. Work boots are laced and have good treads. Make sure the steps of the equipment are not damaged and are clear of debris. Do not have anything in your hands.
Operating Heavy Equipment	Exposure to loud noise for extended periods of time. Exposed to flying dust and debris.	Wear appropriate Personal Protective Equipment (PPE) for the task; PPE shall include hearing protection with the appropriate noise reduction rating, and eye protection.
Operating Heavy Equipment	Collisions with other vehicles. Striking fixed objects. Striking pedestrians.	Obey all speed limits and dedicated traffic patterns. Keep eyes moving, being alert to pedestrians. Secure vehicle when stopped. Wear appropriate Personal Protective Equipment (PPE) when out of equipment and working around other traffic; includes ANSI approved high visibility clothing, safety glasses and hard hat if potential for falling or flying objects. When entering facility from outside, allow your eyes to adjust to lighting.

JOB HAZARD ANALYSIS		
Driver – Roll Off	Note: If you do not have safe work procedures that identify potential hazards, ensure you identify and address all potential hazards and preventive measures.	
Company Name: Commercial Waste Services		
Analysis Completed By: Ruben Hernandez	Required Personal Protective Equipment (PPE): ANSI approved high visibility clothing; safety glasses; work boots; gloves.	
Date: January 1, 2018		
Job Task/Steps	Potential Accidents or Hazards	Preventive Measures
Conduct Pre-Trip/Post-Trip Inspection	Slips, trip and falls. Bad weather conditions. Working in the dark (outside) and poor lighting. Working in tight spots with above mentioned hazards.	Wear appropriate Personal Protective Equipment (PPE) for the task and weather conditions. Ensure work boots are laced and have good treads. Keep mind on-task. Have proper lighting (i.e. well-lit yard, flashlight or a clip-on light). Take your time.
Entering Truck	Slips, trips and falls.	Maintain 3 points of contact when entering and exiting the vehicle. Work boots are laced and have good treads. Make sure the steps of the truck are not damaged and are clear of debris. Do not have anything in your hands.
Route Driving	Unsafe driving by others. Pedestrians and bicyclists. Bad weather, road conditions, construction, etc. Fatigue. Backing into tight locations. Fixed objects; including overhangs.	Use safe driving habits and be alert for others. Obey all traffic laws and company policies. Drive defensively. No talking or texting on cell phones. Be well rested and aware of the road conditions. When backing be sure there is nothing behind you, when in doubt get out and check. Be sure there is enough clearance around the truck, including overhead.
Walking to and/or from Truck	Slips, trips and falls. Struck by other vehicles.	Wear appropriate Personal Protective Equipment (PPE) for the task; PPE should include ANSI approved high visibility clothing, and appropriate safety boots that are laced properly and have good tread for maximum traction.
Tarping Bins	Fall from heights if tarping manually.	If truck is not equipped with automated tarping system, use extension pole to apply tarp manually. When working off of the ground level utilize fall protection equipment. Use a step-ladder to gain temporary access to elevated heights.
Handling Sharps, Needles, and other Potential Infectious Materials	Lacerations and/or skin punctures. Disease or infection from contaminated materials.	Proper training on bloodborne pathogens. Complete series of hepatitis vaccinations. Do not handle broken glass, needles, or other potentially contaminated materials with your hands. Wear protective gloves.
Work in Inclement Weather Conditions	Heat related illnesses such as heat exhaustion, heat stroke. Hypothermia, frost bite due to extreme cold. Slips and falls associated with wet surfaces.	Dress for conditions and know the signs of heat illness and/or hypothermia. Stay hydrated at all times. Ensure work boots have good treads.
Unloading Materials at MRF or Landfill	Collision with other vehicles. Striking fixed objects. Striking pedestrians. Being struck by other vehicles.	Obey all speed limits and dedicated traffic patterns. Keep eyes moving, being alert to pedestrians. Secure vehicle when stopped for unloading. Wear appropriate Personal Protective Equipment (PPE) when out of truck and working around other traffic; includes ANSI approved high visibility clothing and hard hat if potential for falling or flying objects.



JOB HAZARD ANALYSIS		
Driver – Front Load	<p>Note: If you do not have safe work procedures that identify potential hazards, ensure you identify and address all potential hazards and preventive measures.</p> <p>Required Personal Protective Equipment (PPE): ANSI approved high visibility clothing; safety glasses; work boots; gloves.</p>	
Company Name: Commercial Waste Services		
Analysis Completed By: Ruben Hernandez		
Date: January 1, 2018		
Job Task/Steps	Potential Accidents or Hazards	Preventive Measures
Conduct Pre-Trip/Post-Trip Inspection	Slips, trip and falls. Bad weather conditions. Working in the dark (outside) and poor lighting. Working in tight spots with above mentioned hazards.	Wear appropriate Personal Protective Equipment (PPE) for the task and weather conditions. Ensure work boots are laced and have good treads. Keep mind on-task. Have proper lighting (i.e. well-lit yard, flashlight or a clip-on light). Take your time.
Entering/Exiting Truck	Slips, trips and falls.	Maintain 3 points of contact when entering and exiting the vehicle. Work boots are laced and have good treads. Make sure the steps of the truck are not damaged and are clear of ice/snow/dirt. Do not have anything in your hands.
Route Driving	Unsafe driving by others. Pedestrians and bicyclists. Bad weather, road conditions, or poorly maintained roads. Fatigue.	Use safe driving habits and be alert for others. Obey all traffic laws and company policies. Drive defensively. No talking or texting on cell phones. Be well rested and aware of the road conditions.
Walking to and/or from Truck	Slips, trips and falls. Struck by other vehicles.	Wear appropriate Personal Protective Equipment (PPE) for the task; PPE should include ANSI approved high visibility clothing, and appropriate safety boots that are laced properly and have good tread for maximum traction.
Manual Material Handling/Pushing & Pulling Bins	Slips, trips and falls. Caught-in/between bin and fixed objects. Struck by lids or rolling bin. Strains associated with pushing/pulling bins to/and from location.	Wear appropriate Personal Protective Equipment (PPE) for the task; ensure work boots are laced and have good treads. Wear protective gloves. Keep mind on-task. Stretch prior to beginning work, and throughout shift. Use pushing method, rather than pulling when possible for moving bins.
Handling Sharps, Needles, and other Potential Infectious Materials	Lacerations, or skin punctures. Disease or infection from contaminated materials.	Proper training on bloodborne pathogens. Complete series of hepatitis vaccinations. Do not handle broken glass, needles, or other potentially contaminated materials with your hands. Wear protective gloves.
Work in Inclement Weather Conditions	Heat related illnesses such as heat exhaustion, heat stroke. Hypothermia, frost bite due to extreme cold. Slips and falls associated with wet surfaces.	Dress for conditions and know the signs of heat illness and/or hypothermia. Stay hydrated at all times. Ensure work boots have good treads.
Unloading Materials at MRF or Landfill	Collision with other vehicles. Striking fixed objects. Striking pedestrians. Being struck by other vehicles.	Obey all speed limits and dedicated traffic patterns. Keep eyes moving, being alert to pedestrians. Secure vehicle when stopped for unloading. Wear appropriate Personal Protective Equipment (PPE) when out of truck and working around other traffic; includes ANSI approved high visibility clothing and hard hat if potential for falling or flying objects.



11. Implementation Plan

Commercial Waste Services recognizes the importance of a smooth transition; benefiting both the city and the awarded service company. The key components of the plan proposed by Commercial Waste Services consists of three key concepts:

1. Education
2. Consideration
3. Execution

Education is an integral part of Commercial Waste Services' mission to enhance the future of waste handling services. As is important in all aspects, an educated community is a prepared community. With this in mind, Commercial Waste Services will educate the staff of the current process by which waste is collected within the City of Hawaiian Gardens. An analysis of the current waste removal schedule will be conducted to strategize and establish the most efficient and non-disruptive execution of the plan.



1. Education

It is a crucial part of the initial stages of implementation that CWS staff is prepared to aid the community by familiarizing themselves with the current ongoings in the City of Hawaiian Gardens. CWS will achieve this preparation by utilizing the residential data set supplied by the City of Hawaiian Gardens to populate the customer database and to prepare its distribution plan. The distribution plan will include the distribution of Public Education Materials (PEM's) to notify residents about the benefits of the new contract and how they may take full advantage of all the new programs available to them.

- Pamphlets will provide information regarding the distribution of new containers, when the residents can expect them to arrive, and the process for exchanging them. We will also include reminders regarding the proper materials to be placed in each container.
- Public Education Materials will be hand delivered to every residential door to ensure that all residents receive notification.

2. Consideration

When making a change as large as this, it is important to be considerate of the community, the City, and the previously contracted company, which is why CWS chooses to meet with current haulers as an important step for a smooth transition. CWS has decided to share a delivery schedule of containers to allow the previous hauler to know when they would be expected to remove containers. As it is key to make a speedy transition as well as efficient, CWS will also allow the current hauler to use our transitional storage facility to help in facilitating the change most considerately.

A transition facility will be acquired by CWS in order to aid in the storage of equipment to be moved in as well as to be used temporarily by the current hauler so as not to have any delays in the proposed transition schedule. A transition facility is a storage lot large enough to store the carts and bins required to service the City of Hawaiian Gardens. This process will aid in streamlining the process of CWS feels by obtaining a transition facility scheduling all the bins and carts to get delivered prior the implementation phase will streamline the whole process. Not only will this allow CWS to provide better more efficient service and a quicker transition period this will also reduce a great deal of traffic for the City of Hawaiian Gardens, thereby reducing unnecessary wear and tear on city streets. It will also reduce the amount CWS vehicles travel, reducing fuel consumption, reducing excess emissions and reducing fuel consumption costs resulting in more competitive rates for the residents and businesses of the City of Hawaiian Gardens.



3. Execution

All containers are supplied from the manufacturer identified by a unique barcode with a corresponding serial number. These barcodes are scanned upon delivery and picked up to ensure that each resident and business is serviced promptly and as scheduled.

The barcode reader is paired to a device with internet access through a cellular network. As the container is scanned it is paired with the correct address within our headquarters' database.

A crew is organized with the responsibility to perform the Initial Bin Distribution, delivering carts to 500 customers per day.

- Flatbed vehicles will be used to deliver carts and dumpsters.
- All new carts and dumpsters will be accompanied by a notice/flyer describing the City's automated collection services, the purpose and proper use of each cart and/or dumpster.
- Said notice/flyer will also include information on placement of carts and dumpsters for collection, care for carts and dumpsters, collection schedule, guidelines and rules, procedures for requesting additional and/or replacement carts and dumpsters.
- Commercial Waste Services' contact information will be provided to each resident and business owner serviced including appropriate telephone numbers and email addresses.
- The notice/flyer shall advise customers to refrain from parking vehicles in obstruction of the carts and/or dumpster on collection day.
- The distribution team will file regular reports on the completion of each route segment to ensure full and proper distribution.

a. Public Education Materials (PEM's)

Commercial Waste Services will utilize the residential data set supplied by the City of Hawaiian Gardens to populate the customer database and to prepare its distribution plan. The distribution plan will include the distribution of Public Education Materials to notify residents about the benefits of the new contract and how they may take full advantage of all the new programs available to them.

- Pamphlets will provide information regarding the distribution of new containers, when the residents can expect them to arrive, and the process for exchanging them. We will also include reminders regarding the proper materials to be placed in each container.
- Public Education Materials will be hand delivered to every residential door to ensure that all residents receive notification.

b. Cart Distribution

All containers are supplied from the manufacturer identified by a unique barcode with a corresponding serial number. These barcodes are scanned upon delivery and picked up to ensure that each resident and business is serviced promptly and as scheduled.

The barcode reader is paired to a device with internet access through a cellular network. As the container is scanned it is paired with the correct address within our headquarters' database.

- A crew is organized with the responsibility to perform the initial Bin Distribution, delivering carts to 500 customers per day.



11. Implementation Plan

- Flatbed vehicles will be used to deliver carts and dumpsters.
- All new carts and dumpsters will be accompanied by a notice/flyer describing the City's automated collection services, the purpose and proper use of each cart and/or dumpster.
- Said notice/flyer will also include information on placement of carts and dumpsters for collection, care for carts and dumpsters, collection schedule, guidelines and rules, procedures for requesting additional and/or replacement carts and dumpsters.
- Commercial Waste Services' contact information will be provided to each resident and business owner serviced including appropriate telephone numbers and email addresses.
- The notice/flyer shall advise customers to refrain from parking vehicles in obstruction of the carts and/or dumpster on collection day.
- The distribution team will file regular reports on the completion of each route segment to ensure full and proper distribution.

c. Commercial Bin Delivery Plan

- Commercial Waste Services will be utilizing Distributors' unlimited to supply all the commercial containers the city of Hawaiian Gardens would require.
- Commercial Waste Services will have sufficient recycling containers in stock to create new recycling accounts for all commercial customers.
- Commercial Waste Services and the manufacturer will work together to distribute containers to all commercially served customers in cooperation with the current contracted hauler to ensure minimal disruption and a seamless transition to the customers.
- Commercial Waste Services proposes to use a variety of types of container delivery trucks for the City of Hawaiian Gardens:
 - Container delivery trucks are designed to deliver commercial containers without damaging the surface of the customer's property.
 - They are light and quiet so as to not disturb residents.
 - Depending on the needs, Commercial Waste Services will use container storage trucks to deliver one dumpster at a time or multiple containers simultaneously.
 - If need be, these trucks can be used to pull out dumpsters from tight alley or other hard to service areas.
- In addition, Commercial Waste Services strives to provide the safest, environmentally protective and most efficient fleet possible by equipping collection vehicles with one or more of the following items depending on the application and configuration of the vehicle:
 - "Pack at Idle systems" and Engine Idle time limiter to reduce emissions
 - Automatic transmissions that reduce emissions and allow drivers to focus more on their



11. Implementation Plan

surroundings and safety versus shifting gears

- Retarders to assist in braking.
- Larger than industry standard brake lining to improve overall braking performance

All equipment is well maintained and will be kept in a "like new," safe and clean operating condition throughout the term of the agreement. We accomplish this by using synthetic or semi-synthetic fluids that allow for extended oil drain intervals in engines, transmissions, differentials and hydraulic systems. The use of these fluids reduces the amount of virgin petroleum stock required as well as reduces the amount of used oils that are returned to the environment.

All trucks are outfitted with safety equipment to protect the vehicle operator and those around him or her. For example, back-up alarms and flashers warn vehicles or people nearby that the truck is in motion.

All trucks are equipped with a rear camera that relays images onto a monitor inside the truck cab to show the driver what is behind him in the truck's blind spot.

d. Community Meetings

- Prior to the beginning of the Contract, Commercial Waste Services shall conduct community meetings to introduce residents, multifamily residents, businesses, commercial establishments, and industrial customers within the City of the City's services and to outline new programs and service offerings.
- At least two weeks prior to the scheduled community meetings, Commercial Waste Services will notify all customers of the upcoming meetings.
- By answering residents' questions and introducing new value added services in person, we aim to make customers comfortable and well informed about any proposed services offered and of any changes to existing services.
- Collection containers and Public Education Materials will be on-site giving customers the opportunity to see the services available to them first hand.
- Additional informational meetings will be held as needed during the life of the contract.

e. 26 Point Implementation Check List

- ✓ Receive Award of Franchise
This would be the date that we would get awarded the franchise agreement at the city council meeting.
- ✓ First Public Awareness Mailer
This would be the first outreach the residents of Hawaiian Gardens would receive. The mailer would consist of our contact information. Inform the residents of any changes they may



11. Implementation Plan

experience. Inform residents that service days will be the same as well as containers and discuss ways to increase recycling.

- ✓ **Place Vehicle Order**
We would contact Rush Truck Center and place an order for our CNG vehicles. Also contact Amrep located in Ontario California to order the truck bodies.
- ✓ **Place Carts/Bins Order**
We would contact Schaefer Containers to order the plastic residential carts. We would contact Distributors Unlimited located in Montebello California to manufacture the metal commercial containers. Both of these processes are estimated to take around 60 days to complete.
- ✓ **Meeting With Current Hauler**
We would meet with the current hauler to discuss and collaborate a transition plan. We would also obtain customer data and service routes.
- ✓ **Meeting With City and Discuss Transition Plan**
We would meet with the city and show that equipment has been ordered. Discuss completion commitments vendors have made. Discuss current hauler willingness to cooperate.
- ✓ **Receive / Review Route Data**
This is when we would receive the route data from the current hauler. We would review the data and analyze it for accuracy.
- ✓ **Send Community Meeting Notice**
We would send a community meeting notice that would inform residents
- ✓ **Newsletter Articles**
- ✓ **Mail Subscription Orders**
- ✓ **Job Offer For Former Employees**
- ✓ **Residents Job Fair**
- ✓ **Finalize All Contract Deliverables**
- ✓ **Public Educational Mailer**
- ✓ **Hold Community Meetings**
- ✓ **Receive New Carts/Bins**
- ✓ **Receive New Trucks**
- ✓ **Customer Service Training**
- ✓ **Dry Run Commercial Routes**
- ✓ **Dry Run Residential Routes**



11. Implementation Plan

- ✓ Third Public Awareness Mailer
- ✓ Review Route Sheets
- ✓ Delivery of New Carts
- ✓ Collection Starts
- ✓ Review Transition With City
- ✓ Submit Monthly Reports



Proposed Transition Schedule						
	Award	May	June	June	July	
		5 th Week	3 rd Week	4 th Week		
Receive Award of Franchise						
First Public Awareness Mailer						
Place Vehicle Order						
Place Carts / Bins						
Meeting W/ City Transition Plan						
Meeting With Current Hauler						
Receive / Review Route Data						
Send Community Meeting Notice		5-28-2018				
Newsletter Articles		5-28-2018				
Mail Subscription Orders		5-28-2018				
Job Offer For Former Employees		5-28-2018				
Residents Job Fair		5-28-2018				
Finalize All Contract Deliverables		5-28-2018				
Start Local Mail Vendors			6-11-2018			7-1-2018
Job Offer for New Employees			6-11-2018			7-1-2018
Receive New Carts/Bins			6-11-2018			
Customer Service Training			6-11-2018			
Dry Run Commercial Routes			6-11-2018			
Dry Run Residential Routes			6-11-2018			
New Service Awareness Mailer				6-18-2018		
Review Route Sheets				6-18-2018		
Delivery of New Carts				6-18-2018		
Collection Starts						7-1-2018
Review Transition W/ City						7-1-2018
Submit Monthly Reports						8-31-2018



11.B Organics Waste Recycling

Commercial Waste Services (CWS) will contract with Clements Environmental Corp. (Clements) to provide all customer education, outreach, and training. This work will also include waste characterization assessments and surveys to determine the success and deficiencies of the organics program. Clements will also provide similar work for the commercial recycling outreach, training, and waste assessments.

The following is a copy of the organics waste recycling programs as outlined in the work plan.

As described in *Section 6.2.1*:

Residential Organics and Food Waste Recycling

Commercial Waste Services will offer an optional organics and food waste recycling program to its residential customers. CWS will contract with Clements Environmental Corp. (Clements) to provide all organics program education, outreach, and waste characterization work. CWS, in collaboration with Clements, proposes the following for its food waste recycling program:

1. All residential customers will receive an invitation to participate in the optional food waste recycling program upon start of service, along with program-specific informational pamphlets (PEMs), and instructions on what materials are allowed and are not allowed in the cart. The program will utilize the existing residential 64-gallon green waste cart.
2. Prior to or within the first ninety (90) days of starting food waste collection services, a Clements account representative will visit the residential home to provide a one-on-one introductory presentation on food waste recycling, what to do, and what to expect.
3. On this initial site visit, the account representative will also conduct a foodwaste survey to determine an estimated foodwaste quantity and type from the enrolled household. This survey takes into consideration number of residents within the household, household grocery budget, and diet.
4. Residential customers enrolled in this program will be allowed to place their foodwaste materials in their green waste carts. Depending on the level of participation, a separate collection vehicle may service these accounts.
5. These organic materials will be delivered to Oak Tree Worm Farm to be processed into nutrient-rich compost through the vermicomposting process.
6. At least once a year, a Clements account representative will conduct a waste characterization study on the residential household's organics cart to assess the ratio of foodwaste to greenwaste, and percentage of contamination (e.g. non-organics).
7. At least one a year, Clements will facilitate a waste characterization study on the organic waste tipped at Oak Tree Worm Farm as part of this program to provide the City with information on the effectiveness and potential deficiencies of this program.
8. Residents enrolled in this program will receive quarterly PEMs relating to organic and food waste recycling, relevant state regulations (e.g. AB 1826 and SB 1383), and any program progress reports.



11. B Organic Waste Recycling

9. On a regular basis, CWS will provide program progress reports to the City detailing program successes and deficiencies. These progress reports will contain the results from any completed waste characterization studies.
10. Per State regulations (AB 1826 and SB 1383), CWS will provide copies of all education and outreach material provided to the City along with the frequency of material distribution.

As described in *Section 6.3.8*:

Multifamily Green Waste / Organics Recycling Collection

To help the City meet the requirements of AB 1826, the mandatory commercial and multi-family organics recycling regulations, CWS will enroll all multi-family businesses in an organics recycling program. With the help of Clements, CWS proposes the following for the multi-family organics recycling program:

1. All multi-family complex owners and residents will receive an invitation to participate in the organics program upon start of service, along with program-specific informational pamphlets (PEMs), and instructions on what materials are allowed and are not allowed in the cart. This program will offer a new 96-gallon green waste cart.
 - Based on industry experience, the 96-gallon cart for an organics program can weigh over 400 pounds from dense food waste and other organics, thus being very difficult to handle safely. CWS will continually evaluate this program, and substitute the 96-gallon cart for multiple smaller carts.
2. In addition to the PEMs, all multi-family complex owners and residents will initially receive information about AB 1826 regulatory requirements. As new regulations are adopted, these customers will receive updated information as applicable to their collection service.
3. Prior to or within ninety (90) days of starting food waste collection services, a Clements account representative will visit the multi-family complex to provide a one-on-one introductory presentation on food waste recycling, what to do, and what to expect.
4. On this initial site visit, the account representative will also conduct a foodwaste survey to determine an estimated foodwaste quantity and type from the enrolled household. This survey takes into consideration number of residents within the household, household grocery budget, and diet. This information may be provided by the complex manager in lieu of individual complex units, or estimated using best available data.
5. Multi-family customers enrolled in this program will be allowed to place their foodwaste materials in their green waste carts. Depending on the level of participation, a separate collection vehicle may service these accounts.
6. These organic materials will be delivered to Oak Tree Worm Farm to be processed into nutrient-rich compost through the vermicomposting process.
7. At least once a year, a Clements account representative will conduct a waste characterization study on the multi-family complex's organics cart to assess the ratio of foodwaste to greenwaste, and percentage of contamination (e.g. non-organics).



11. B Organic Waste Recycling

8. At least once a year, Clements will facilitate a waste characterization study on the organic waste tipped at Oak Tree Worm Farm as part of this program to provide the City with information on the effectiveness and potential deficiencies of this program.
9. Residents enrolled in this program will receive quarterly PEMs relating to organic and food waste recycling, relevant state regulations (e.g. AB 1826 and SB 1383), and any program progress reports.
10. On a regular basis, CWS will provide program progress reports to the City detailing program successes and deficiencies. These progress reports will contain the results from any completed waste characterization studies.
11. Per State regulations (AB 1826 and SB 1383), CWS will provide copies of all education and outreach material provided to the City along with the frequency of material distribution.

As described in *Section 6.4.5*:

Commercial Organics Recycling Program

In compliance with AB 1826, CWS will evaluate each commercial business to determine the estimated solid waste and organic waste generated per week. CWS will compare this waste study with the current collection services to assess which businesses are currently in compliance with these regulations, and which businesses to target for program implementation. CWS will complete this assessment as expeditiously as possible to understand the City's commercial businesses' waste generation.

Consistent with the requirements of AB 1826, all businesses which generate eight (8) cubic yards or more of solid waste, or four (4) cubic yards or more of organic waste per week will be offered organic waste recycling services. Starting January 1, 2019, all businesses which generate four (4) cubic yard or more will be offered organic waste recycling services.

CWS proposes to offer all businesses organic waste recycling services, but will target the businesses as described above. Clements will provide all education, outreach, and waste characterization work. CWS proposes the following organics recycling program:

1. All commercial businesses will receive an invitation to participate in the organics program upon start of service, along with program-specific informational pamphlets (PEMs), and instructions on what materials are allowed and are not allowed in the cart. This program will offer a new 96-gallon green waste cart.
 - Based on industry experience, the 96-gallon cart for an organics program can weigh over 400 pounds from dense food waste and other organics, thus being very difficult to handle safely. CWS will continually evaluate this program, and substitute the 96-gallon cart for multiple smaller carts.
2. In addition to the PEMs, all businesses will initially receive information about AB 1826 regulatory requirements. As new regulations are adopted, these customers will receive updated information as applicable to their collection service.



11. B Organic Waste Recycling

3. Prior to or within ninety (90) days of starting food waste collection services, a Clements account representative will visit the business to provide a one-on-one introductory presentation on food waste recycling, what to do, and what to expect.
4. On this initial site visit, the Clements account representative will also conduct a foodwaste survey to determine an estimated foodwaste quantity and type from the enrolled business. This survey takes into consideration number of persons within the business, number of work shifts, and business operational hours.
5. Businesses enrolled in this program will be provided a 64-gallon or 96-gallon green waste cart and be allowed to place their foodwaste materials in this green waste carts. Depending on the level of participation, a separate collection vehicle may service these accounts.
6. These organic materials will be delivered to Oak Tree Worm Farm to be processed into nutrient-rich compost through the vermicomposting process.
7. At least once a year, a Clements account representative will conduct a waste characterization study on the business' organics cart to assess the ratio of foodwaste to greenwaste, and percentage of contamination (e.g. non-organics).
8. At least one a year, Clements will facilitate a waste characterization study on the organic waste tipped at Oak Tree Worm Farm as part of this program to provide the City with information on the effectiveness and potential deficiencies of this program.
9. Businesses enrolled in this program will receive quarterly PEMs relating to organic and food waste recycling, relevant state regulations (e.g. AB 1826 and SB 1383), and any program progress reports.
10. On a regular basis, CWS will provide program progress reports to the City detailing program successes and deficiencies. These progress reports will contain the results from any completed waste characterization studies.
11. Per State regulations (AB 1826 and SB 1383), CWS will provide copies of all education and outreach material provided to the City along with the frequency of material distribution.
12. As AB 1383 regulations are adopted, CWS will assist the City in all required Food Recovery Identification, organization, and outreach.



12. Customer Service

- 1) General customer service will include responding to customer inquiries and keeping the City informed of problems issues that arise proposer must be able to facilitate customer service services in both English, Spanish and Korean.
- 2) CWS will bill customers quarterly for services provided
- 3) Customer outreach bill inserts describing programs, services, and events will be distributed quarterly. All material shall be reviewed with the City prior to distribution. All educational materials and public outreach will be in English, Spanish and Korean. All educational material will completed at the expense of CWS.
- 4) CWS will have a dedicated area on its website to cater to Hawaiian Gardens residents. The link will allow customers to select services, recycling opportunities, bill paying services and City Communications relevant to waste collection, hazardous waste, special collection events, and public outreach. The site must be presented in English, Spanish and Korean. The website will also post all current and past outreach inserts in PDF form for residents to review.
- 5) Roxy Petrosian will be the dedicated staff member to respond to service inquiries. She will also conduct weekly meetings to go over weekly snapshots of services provided to the City of Hawaiian Gardens.
- 6) CWS will have a dedicated toll free phone number for the residents of Hawaiian Gardens to utilize. In addition 2 Customer service representatives will be dedicated to the City of Hawaiian Gardens. If additional calls come in during high call volume days CWS phone lines will roll over to our general customer service representatives.
- 7) CWS will also have a staff member present at each council meeting to follow up with council and staff and keep the City of Hawaiian Gardens informed of all events. This staff member will also make announcements of events CWS is participating in such as Quarterly Clean Up Events, Free Mulch Giveaway Events and Earth Day just to name a few.



Some key Customer Service features will also include the following:

Local Office:

Best way to serve the community is to have a office within city limits. This creates many positive opportunities for the city of Hawaiian Gardens. This creates a point of sale all equipment purchased will have a delivery location of Hawaiian Gardens. This allows Hawaiian Gardens to obtain additional revenue from equipment purchased for this contract along with any future growth. This also allows ease of access to employee city of Hawaiian Gardens residents first. This also allows residents and city staff to have direct contact with customer service employees. No trucks or equipment will be kept at this location.

Phone pop recognition

All customers will be registered in our computer database. Customer phone numbers will be registered with a phone pop feature. As soon as customers call the computer database will recognize the phone number and pull up customer information. This eliminates valuable time asking for names and addresses etc.

Same day service guarantee

Commercial Waste will service Hawaiian Gardens businesses and residents same day on all service requests made prior to noon. All requests made after noon will be serviced prior to noon the following day.

No answering service always live voice

Commercial waste services will not utilize any touch tone services, voice automated services,

30 Second Hold Time Guarantee.

All Calls will be answered immediately. No customer will be required to hold more than 30 seconds on initial calls

Dedicated Customer Service Representative

Commercial Waste Services will have employees that only dedicate time to the city of Hawaiian Gardens. We have learned that this

Dedicated Phone Number

Commercial waste services (833) 442-4899 (833) HG-CITY-9

Route Supervisor In city on daily basis

Route supervisor will go through the city on a daily basis checking on containers that need exchanging. Reporting illegal dumping. Graffiti issues on containers

Call Logs

Commercial Waste Services will keep records of all call logs made available to city staff upon request.



Complaint Logs

Commercial Waste Services will keep records of all complaint logs and make it available for city staff upon request

Website Service

CWRServices.com will have a dedicated area for Hawaiian Gardens businesses and residents. The site will allow customers to pay bills request service, Check on scheduled services. Check on past bills paid and payments.

Monthly Meetings

Commercial Waste services will have monthly scheduled meeting with city staff. City staff will be presented with a tonnage report of all tonnage collected from the city, all call logs, all complaint logs. List of containers exchanged.

Field Representative

Field Rep will deal with residential and business customers on the day to day basis. They will also help develop recycling programs.

City Liaison

Commercial waste services will have a city liaison that will attend all council meetings chamber events earth day. (list of all the other city sponsored events)

Field Supervisor

Field supervisor will follow up with customer requests to ensure drivers service all customers.



14. Insurance Requirements

Insurance Company	Type of Coverage	Policy #	Start Date	Exp. Date	Limit
Financial Pacific	Commercial General Liability	60461149	5/3/2017	5/3/2018	\$1,000,000
State Fund	Workers Comp	9167287-2017	10/1/2017	10/1/2018	\$1,000,000
Financial Pacific	Automobile Liability	6041149	5/3/2017	5/3/2018	\$1,000,000
James River Insurance Company	Umbrella Liability	MKLV2EUL101353	5/3/2017	5/3/2018	\$20,000,000

Due to Many policies ready to expire please contact the below contact for updated policy information

Erin Viker
877-730-1222 Office
208-577-6769 Direct
805-868-7231 Cell
805-545-8224 Fax
erin@mmtinsurance.com
www.mmtinsurance.com



15. Past Pending Litigation: Judgement, Penalties, Fines and Violations

15. Past Pending Litigation: Judgement, Penalties, Fines and Violations

Commercial Waste Services does not have any past or pending litigation (Judgement, Penalties, Fines and or Violations).



Bond No.: CMGB0002702

BID BOND

Argonaut Insurance Company
Deliveries Only: 226 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 489011, San Antonio, TX 78246

KNOW ALL MEN BY THESE PRESENTS: That we

Commercial Waste Services, Inc.
called the Principal, and Argonaut Insurance Company, an Illinois corporation, called the Surety, are held and firmly bound unto

City of Hawaiian Gardens
called the Obligee, in the sum of Twenty Five Thousand and 00/100
U.S. Dollars (\$ 25,000.00), for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

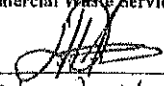
WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Solid Waste & Recycling Collection Services *RFP No. 2018-002 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

* Subject to surety approval of Annual Performance Bond

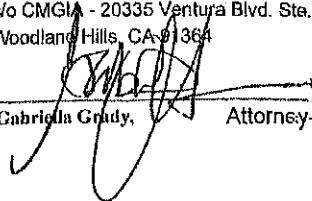
Signed this 19th day of April, 2018

PRINCIPAL
Commercial Waste Services, Inc.



Vice President, Title

ARGONAUT INSURANCE COMPANY
c/o CMGA - 20335 Ventura Blvd. Ste. 426
Woodland Hills, CA 91364



Gabriela Grady, Attorney-in-Fact



CMGB0002702

\$0.00

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service; P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Lasino, Stephanie Lupe Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its Official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



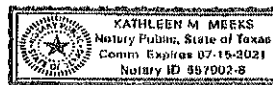
by: [Signature]

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



[Signature]
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 19th day of April, 2018.



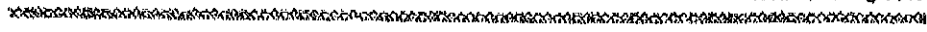
[Signature]
Sarah Heineman, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (214) 321-8400.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



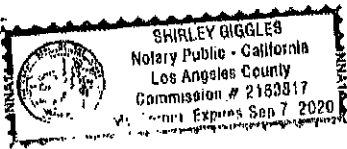
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On APR 19 2018 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared GABRIELLA GRADY
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

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

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____
Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____



17. Statement of Compliance

This proposal is in strict compliance with the Request for Proposal and Draft Franchise Agreement and no exceptions to either are proposed;



18. Proposal Enhancements

Community Scholarship

Commercial Waste Services will donate a total of \$10,000 annually to high school students who reside in the City of Hawaiian Gardens who seek higher education.

Community Involvement

Commercial Waste Service is dedicated to the community and residents we serve. We believe in rolling up our sleeves and becoming active partners. We are committed to joining Hawaiian Gardens numerous Community Based Organizations.

Holiday Tree Service

Commercial waste services shall collect holiday trees on an annual basis. Commercial Waste will collect holiday trees placed out for collection on collection day for 8 weeks following December 25. Commercial waste services will collect all holiday trees free of charge regardless of flocking, tinsel or ornaments.

Free Bulky Item Pick Up & Drop Off

Commercial Waste Services will setup free pre scheduled bulky item pick ups and drop offs for City of Hawaiian Gardens residents.

Organics Recycling Program

Commercial Waste Services will offer a Organics Recycling Program to all customers commercial and residential. Deliver Organic waste containers to commercial customers and educate on how to stay green. Instruct residents on easy techniques to do backyard organic composting.

Free Mulch Give Away

Commercial Waste services will conduct 2 compost mulch give a ways each calendar year for City Residents. The City will be able to coordinate with Commercial Waste to schedule in conjunction with other City events.

City Sponsored Event Signage

Commercial Waste Services will display advertising for city sponsored events on all trucks servicing the city the week prior to the event. Custom signage will be printed at Commercial Waste Services expense and will be displayed on vehicles. Commercial Waste Services feels this will give the city more exposure and City pride at city sponsored events.

Sharps Disposal Program

Commercial Waste Services will create a sharps disposal program for all the residents of the city of Hawaiian Gardens.

Special Event Recycling Services

Commercial Waste Services will not only donate refuse containers to City sponsored events, we will also donate recycling receptacles to promote recycling and keep Hawaiian Gardens sustainable.

24 Hour Live Voice Customer Service

Commercial Waste Services will have 24 hour customer service line 7 days a week without an answering service.

Volunteer At City Events

Commercial Waste services will also supply the City with 2 representatives 1 to interact with residents and businesses who attend events and answer questions, comments or concerns at events. The second representative will be responsible for keeping the cardboard event containers empty during City events.

Hawaiian Gardens Branding on Vehicles



18. Proposal Enhancements

Commercial Waste Services will add "Proudly serving the City of Hawaiian Gardens" and a city logo at the cities sole discretion on all vehicles serving the city of Hawaiian Gardens.

70% Diversion Rate

Commercial Waste Services will guarantee a initial diversion rate of 70% by the end of the first year for the city of Hawaiian Gardens.

Free Services at All City Facilities and City Events

Commercial Waste Services will not only service city facilities for free but will also provide free service to all city sponsored events.

Free Annual Cart Washing

Commercial Waste Services will pick one week out of the year and conduct a annual cart washing for all residential carts free of charge. This is in addition to cart exchanges for broken, damaged or old carts.

Attachment A: City Map

Attachment A: Hawaiian Gardens City Map



Attachment B: Maximum Permitted Rates Schedule

ATTACHMENT B-1: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

RESIDENTIAL SERVICES

Following are the rates for July 1, 2018 through June 30, 2019:

Monthly Residential Cart Service Rates*		
Standard Service Includes: One 96-gallon refuse, One or more 96-gallon recycling, and up to Two 64-gallon green waste Carts.		
	Monthly	Quarterly
Standard Service	\$12.01	\$36.03
Low-Income Senior Rate (1)	\$10.81	\$32.43
Additional Refuse Cart – above one (96-gallon)	\$8.00	\$24.00
Additional Refuse Cart – above one (64-gallon)	\$6.00	\$18.00
Additional Green Waste Cart – above two (64-gallon)	\$4.00	\$12.00
Optional Residential Organics Recycling (SB 1383) (32 gallon)	\$8.00	\$24.00
Other Residential Cart Rates and Services* (Charged in Addition to Cart Service Rates)		
Valet Service – Authorized Disabled Customers Only		No Charge
Additional Special Overage Pickup for Automated Cart Customers (in excess of two pickups per year)		\$4.50
Additional Bulky-Waste Pickup for Automated Cart Customers -- 52 pickups/1 Year		\$0

*Including all City fees.

(1) Low-income 10% Senior rate discount includes one 64-gallon refuse cart, plus one 64-gallon recycling and one 64-gallon green waste cart.

*Optional Non-Franchise Extra Scope	Quarterly Fee	Annual Fee
Citywide Quarterly Clean-up Program	Free	Free

*See Section 1.4 for Program Description

ATTACHMENT B-2.1: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

COMMERCIAL SERVICE

Following are the rates for July 1, 2018 through June 30, 2019:

Standard Commercial Service

Number of Collections Per Week

Container Type/Size	1	2	3	4	5	6	7	Additional Pickups (Same Day)
96-Gallon Containers	\$37.40	\$60.50	\$84.70	\$108.90	\$132.00	\$167.00	\$225.00	\$35.00
1 Cubic Yard Bin	\$62.70	\$95.70	\$144.70	\$183.70	\$224.40	\$265.10	\$314.60	\$45.00
2 Cubic Yard Bin	\$73.70	\$122.10	\$169.40	\$216.70	\$265.10	\$312.40	\$371.80	\$50.00
3 Cubic Yard Bin	\$110.00	\$167.20	\$226.00	\$286.00	\$354.20	\$405.90	\$469.80	\$55.00
6 Cubic Yard Bin	\$198.80	\$310.20	\$408.10	\$503.80	\$622.60	\$719.40	\$839.30	\$65.00
Compacting 30+/-Cubic Yard Box	\$600/Service up to 9 tons -- \$65/ton after							
Standard 40 Cubic Yard Box	\$500/Service up to 7 tons -- \$65/ton after							
Locking Bin (Extra Charge)	\$5.00	\$7.50	\$10.00	\$12.50	\$15.00	\$17.50	\$22.50	NONE

ATTACHMENT B-2.2: TOTAL MAXIMUM PERMITTED RATE SCHEDULE – CONTINUED

COMMERCIAL SERVICE

Following are the rates for July 1, 2018 through June 30, 2019:

Standard Commercial Service

Number of Collections Per Week

Container Type/Size	1	2	3	4	5	6	7
On-Call Bulky Item Collection	\$50/Call up to 3 Items						
On-Call E-Waste and U-Waste Collection							
Recycling 3 Cubic Yard Bin (Comingled)	\$30.00	\$45.60	\$61.80	\$78.00	\$96.60		
Recycling 40 Cubic Yard Box (Commingled)	\$275/Pick Up Unlimited Tonnage						
Commercial MRF Rate							
3 Cubic Yard MRF Bin	\$110.00	\$167.20	\$226.00	\$286.00	\$354.20	\$405.00	\$469.80
40 Cubic Yard MRF Roll-Off Box	\$500/Service Up To 7 Tons -- \$65/Ton After						
30 Cubic Yard MRF Compactor	\$600/Service Up To 9 Tons -- \$65/Ton After						
Organics Recycling "Food Waste"							
96-Gallon Organics Recycling Cart	\$37.40	\$60.50	\$84.70	\$108.90	\$132.00	\$167.00	\$225.00
3 Cubic Yard Organics Recycling Bin	\$110.00	\$167.20	\$226.00	\$286.00	\$354.20	\$405.90	\$496.32

ATTACHMENT B-3: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

Multi-Family Services

Following are the rates for July 1, 2018 through June 30, 2019:

Standard Multi-Family Services Container Type/Size	Number of Collections Per Week					Additional Pickups (Same Day)
	1	2	3	4	5	
96-Gallon Containers (Residue)	\$12.01	\$18.26	\$24.74	\$31.23	\$38.67	\$4.50
2 Cubic Yard Bin (Residue)	\$73.70	\$122.10	\$169.40	\$216.70	\$265.10	\$50.00
3 Cubic Yard Bin (Residue)	\$110.00	\$167.20	\$226.00	\$286.00	\$354.20	\$55.00
96-Gallon Containers (Extra Residue Cart)	\$8.00	\$12.16	\$16.48	\$20.80	\$25.76	\$4.50
Recycling – 3 Cubic Yard Bin (Comingled)	\$30.00	\$45.60	\$61.80	\$78.00	\$96.60	\$3.50
Green Waste – 3 Cubic Yard Bin (AB 1826)	\$65.00	\$98.80	\$133.90	\$169.00	\$209.30	\$4.00
Locking Bin	\$5.00	\$7.50	\$10.00	\$12.50	\$15.00	
Extra Dump Charge (2 & 3 c.y. Bin)	\$50/Extra Dump 2 Y.D. – \$55/Extra Dump 3 Y.D.					
On-Call Bulky Item Collection						
On-Call E-Waste and U-Waste Collection						

ATTACHMENT B-4: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

TEMPORARY BIN/BOX SERVICE

Following are the rates for July 1, 2018 through June 30, 2019:

Standard Temporary Bin/ Box Container Type/Size	Service Charge				
	Pickup/Delivery Charge	Per Dump Charge	*Overweight Charge Per Ton	Daily rental after 7 days without dumping	Dead Run charge
3 Cubic Yard Bin	\$100.00	\$85.00	N/A	Free	\$75.00
10 Cubic Yard Box	\$150.00	\$300.00	\$65.00	\$5.00	\$150.00
30 Cubic Yard Compactor	\$150.00	\$150.00	\$65.00	\$5.00	\$150.00
40 Yard Box	\$150.00	\$350.00	\$65.00	\$5.00	\$150.00

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Attachment D: Special City Events / City Facilities

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Attachment C: Intentionally Left Blank

Attachment D: Special City Events / City Facilities

Special Events

CWS will provide solid waste collection at special city events, as provided in the following list, at no cost. The city currently has twelve (12) special events per year. Contractor will provide cardboard box litter receptacles and plastic liners for certain events. City staff will be responsible for placing the waste in the collection bins or boxes. All collected waste will be processed at a MRF for optimum recycling.

Current Special Annual Events

1. Safe Community Month
2. Easter Egg Hunt
3. Carnival & Parade
4. Independence Day Celebration
5. Car Show
6. National Night Out
7. Robert Canada Friendship Pow Wow
8. 3K Fun Run
9. Halloween Program
10. Veterans Day Ceremony
11. Christmas Tree Lighting

Location	Address	Count	Size	Material
City Hall	21815 Pioneer Blvd	1 ea.	3 C. Y.	Waste
Recreation Senior Center	21815 Pioneer Blvd		3 C. Y.	Waste
Public Safety / Library	11940 Carson St.	1 ea.	3 C. Y.	Waste
LeeWare, MACF Pre-School	22150 Wardham Ave.	1 ea.	3 C. Y.	Waste
LeeWare Pool	22310 Wardham Ave	1 ea.	3 C. Y.	Waste
Hawaiian Gardens Tenn Ctr		1 ea.	3 C. Y.	Waste

(Attachment E: Good Corporate Citizen Statement

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Attachment E: Good Corporate Citizen Statement

1. **Good corporate citizens enhance Hawaiian Gardens through employment practice:**
 - CWS will hire Hawaiian Gardens residents when possible
 - Provide training and promotion opportunities for all workers
 - **Exceed industry standards for wages and benefits**
 - Provide safe, clean and healthy work environment
 - Provide family friendly benefits that support family life such as maternity/paternity leave, child care and day care

2. **Good corporate citizens enhance Hawaiian Gardens through environmental responsibility:**
 - Use Hawaiian Gardens sources for goods
 - Minimize use of resources
 - Used recycled content products wherever possible
 - Use energy efficient systems
 - Support opportunities for employees to use car pools/public transportation

3. **Good corporate citizens enhance Hawaiian Gardens through excellent customer service practices:**
 - Use Hawaiian Gardens residents' complaints
 - Being courteous and helpful
 - Being bi-lingual
 - Extending a helping hand to the seniors and handicapped

4. **Good corporate citizens enhance Hawaiian Gardens through financial practice:**
 - Purchase supplies locally
 - Support Hawaiian Gardens youth teams, local schools, and community organizations
 - Support volunteerism and community involvement by employees
 - Support and participate in Hawaiian Gardens community events
 - **Open a office in the City of Hawaiian Gardens**

**Highlighted bullet points exceed recommended Good Corporate Citizen Statement*

Attachment G: Work Plan & Methodology

Please see Section 6 Work Plan

Attachment H: Federal Motor Carrier Safety Administration Records

USDOT Number MC/MX Number • Name

Enter Value: COMMERCIAL WASTE SER

Search

Company Snapshot
COMMERCIAL WASTE SERVICES, INC.
 USDOT Number: 2651449

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Other Information for this Carrier

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

▼ [SMS Results](#)

▼ [Licensing & Insurance](#)

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 04/16/2018. Carrier Registration Information Outdated. Carrier VMT Outdated.

Entity Type: CARRIER
Operating Status: ACTIVE **Out of Service Date:** None
Legal Name: COMMERCIAL WASTE SERVICES, INC.
DBA Name:
Physical Address: 1630 DATE ST.
 MONTEBELLO, CA 90640
Phone: (800) 947-8224
Mailing Address: PO BOX 820
 MONTEBELLO, CA 90640
USDOT Number: 2651449 **State Carrier ID Number:**
MC/MX/FF Number(s): **DUNS Number:** --
Power Units: 10 **Drivers:** 8
MCS-150 Form Date: **MCS-150 Mileage (Year):**
Operation Classification:

<input checked="" type="checkbox"/> Auth. For Hire	Priv. Pass.(Non-	State Gov't
Exempt For Hire	business)	Local Gov't
Private(Property)	Migrant	Indian
Priv. Pass.	U.S. Mail	Nation
(Business)	Fed. Gov't	

Carrier Operation:

Interstate	Intrastate Only (HM)	<input checked="" type="checkbox"/> Intrastate Only (Non-HM)
------------	----------------------	--

Cargo Carried:

General Freight	Liquids/Gases	Chemicals
Household Goods	Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls	Passengers	Refrigerated Food
Motor Vehicles	Oilfield	Beverages
Drive/Tow away	Equipment	Paper Products
Logs, Poles, Beams, Lumber	Livestock	Utilities
Building Materials	Grain, Feed, Hay	Agricultural/Farm Supplies
Mobile Homes	Coal/Coke	Construction
Machinery, Large Objects	Meat	Water Well
Fresh Produce	Garbage/Refuse	
	US Mail	

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: 04/15/2018

Total Inspections: 18
 Total IEP Inspections: 0

Note: Total Inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Vehicle	Inspections:			IEP
		Driver	Hazmat		
Inspections	17	12	0	0	0
Out of Service	6	0	0	0	0
Out of Service %	36.3%	0%	%		0%
Nat'l Average % (2009-2010)	20.72%	5.51%	4.50%		N/A

Crashes reported to FMCSA by states for 24 months prior to: 04/15/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Fatal	Crashes:			Total
		Injury	Tow		
Crashes	0	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 04/15/2018

Total Inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Inspections:	
	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 04/15/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Fatal	Crashes:			Total
		Injury	Tow		
Crashes	0	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 04/16/2018

Review Information:

Rating Date: None
Rating: None

Review Date: None
Type: None

[SAFER Home](#) | [Feedback](#) | [Privacy Policy](#) | [USA.gov](#) | [Freedom of Information Act \(FOIA\)](#) | [Accessibility](#) | [OIG Hotline](#) | [Web Policies and Important Links](#) | [Plug-Ins](#)

Federal Motor Carrier Safety Administration

1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-632-5660 • TTY: 1-800-577-6339 • [Field Office Contacts](#)

• USDOT Number MC/MX Number Name

Enter Value: 531552

Search

Company Snapshot

C R & R INC

USDOT Number: 531552

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Carriers: If you would like to update the following ID/Operations information, please complete and submit form MCS-150 which can be obtained online or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's DataQs system.

Other Information for this Carrier

▼ SMS Results

▼ Licensing & Insurance

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the CSP order page or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to SAFER General Help.

The information below reflects the content of the FMCSA management information systems as of 04/15/2018.

Entity Type: CARRIER			
Operating Status: AUTHORIZED FOR Property		Out of Service Date: None	
Legal Name: C R & R INC			
DBA Name:			
Physical Address: 11292 WESTERN AVE STANTON, CA 90680			
Phone: (714) 890-6300			
Mailing Address: 11292 WESTERN AVE STANTON, CA 90680			
USDOT Number: 531552		State Carrier ID Number:	
MC/MX/FF Number(s): MC-286494		DUNS Number: --	
Power Units: 936		Drivers: 663	
MCS-150 Form Date: 08/17/2017		MCS-150 Mileage (Year): 387,124 (2016)	
Operation Classification:			
	<input checked="" type="checkbox"/> Auth. For Hire	<input type="checkbox"/> Prlv. Pass.(Non-business)	<input type="checkbox"/> State Gov't
	<input type="checkbox"/> Exempt For Hire	<input type="checkbox"/> Migrant	<input type="checkbox"/> Local Gov't
	<input type="checkbox"/> Private(Property)	<input type="checkbox"/> U.S. Mail	<input type="checkbox"/> Indian Nation
	<input type="checkbox"/> Prlv. Pass.(Business)	<input type="checkbox"/> Fed. Gov't	
Carrier Operation:			
	<input checked="" type="checkbox"/> Interstate	<input type="checkbox"/> Intrastate Only (HM)	<input type="checkbox"/> Intrastate Only (Non-HM)
Cargo Carried:			
<input type="checkbox"/> General Freight	<input type="checkbox"/> Liquids/Gases	<input type="checkbox"/> Chemicals	
<input type="checkbox"/> Household Goods	<input type="checkbox"/> Intermodal Cont.	<input type="checkbox"/> Commodities Dry Bulk	
<input type="checkbox"/> Metal: sheets, coils, rolls	<input type="checkbox"/> Passengers	<input type="checkbox"/> Refrigerated Food	
<input type="checkbox"/> Motor Vehicles	<input type="checkbox"/> Oilfield Equipment	<input type="checkbox"/> Beverages	
<input type="checkbox"/> Drive/Tow away	<input type="checkbox"/> Livestock	<input type="checkbox"/> Paper Products	
<input type="checkbox"/> Logs, Poles, Beams, Lumber	<input type="checkbox"/> Grain, Feed, Hay	<input type="checkbox"/> Utilities	
<input type="checkbox"/> Building Materials	<input type="checkbox"/> Coal/Coke	<input type="checkbox"/> Agricultural/Farm Supplies	
<input type="checkbox"/> Mobile Homes	<input type="checkbox"/> Meat	<input type="checkbox"/> Construction	
<input type="checkbox"/> Machinery, Large Objects	<input checked="" type="checkbox"/> Garbage/Refuse	<input type="checkbox"/> Water Well	
<input type="checkbox"/> Fresh Produce	<input type="checkbox"/> US Mail		

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

US Inspection results for 24 months prior to: 04/15/2018

Total Inspections: 300
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Inspections:			
	Vehicle	Driver	Hazmat	IEP
Inspections	273	200	1	0
Out of Service	34	2	0	0
Out of Service %	12.5%	1%	0%	0%
Nat'l Average % (2009-2010)	20.72%	5.51%	4.50%	N/A

Crashes reported to FMCSA by states for 24 months prior to: 04/16/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Crashes:			
	Fatal	Injury	Tow	Total
Crashes	2	11	8	21

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Canadian Inspection results for 24 months prior to: 04/15/2018

Total Inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Inspections:	
	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 04/15/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Crashes:			
	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 04/15/2018

Review Information:

Rating Date:	None	Review Date:	12/01/2017
Rating:	None	Type:	Non-Ratable

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Federal Motor Carrier Safety Administration
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5660 • TTY: 1-800-877-8339 • [Field Office Contacts](#)

USDOT Number MC/MX Number • Name

Enter Value: CONSOLIDATED DISPOSAL

[Search](#)

Company Snapshot
CONSOLIDATED DISPOSAL SERVICE LLC
 USDOT Number: 2728554

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Other Information for this Carrier

- ▼ [SMS Results](#)
- ▼ [Licensing & Insurance](#)

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)260-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 04/15/2018. Carrier VMT Outdated.

Entity Type: CARRIER
Operating Status: ACTIVE **Out of Service Date:** None
Legal Name: CDNSOLIDATED DISPOSAL SERVICE LLC
DBA Name: REPUBLIC SERVICES OF SOUTHERN CALIFORNIA OR ALLIED WASTE SERVICES OR REPUBLIC SERVICES OR ATLAS TRANSPORT
Physical Address: 18500 N ALLIED WAY PHOENIX, AZ 85084
Phone: (480) 627-2700
Mailing Address: 18500 N ALLIED WAY PHOENIX, AZ 85084
USDOT Number: 2728554 **State Carrier ID Number:**
MC/MX/FE Number(s): **DUNS Number:** --
Power Units: 474 **Drivers:** 478
MCS-150 Form Date: 02/06/2010 **MCS-150 Mileage (Year):** 9,783,133 (2015)

Operation Classification:

<input checked="" type="checkbox"/> Auth. For Hire	Priv. Pass.(Non-business)	State Gov't
<input type="checkbox"/> Exempt For Hire	Migrant	Local Gov't
<input type="checkbox"/> Private(Property)	U.S. Mail	Indian Nation
<input type="checkbox"/> Priv. Pass.(Business)	Fed. Gov't	

Carrier Operation:

<input type="checkbox"/> Interstate	<input type="checkbox"/> Intrastate Only (HM)	<input checked="" type="checkbox"/> Intrastate Only (Non-HM)
-------------------------------------	---	--

Cargo Carried:

General Freight	Liquids/Gases	Chemicals
Household Goods	Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls	Passengers	Refrigerated Food
Motor Vehicles	Oilfield	Beverages
Drive/Tow away	Equipment	Paper Products
Logs, Poles, Beams, Lumber	Livestock	Utilities
Building Materials	Grain, Feed, Hay	Agricultural/Farm Supplies
Mobile Homes	Coal/Coke	Construction
Machinery, Large	Meat	Water Well
	Garbage/Refuse	<input checked="" type="checkbox"/> SOLID WASTE
	US Mail	

Objects
Fresh Produce

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

US Inspection results for 24 months prior to: 04/15/2018

Total Inspections: 50
Total IEP Inspections: 0

Note: Total Inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Vehicle	Inspections:			IEP
		Driver	Hazmat		
Inspections	43	50	0	0	0
Out of Service	3	0	0	0	0
Out of Service %	7%	0%	%	%	0%
Nat'l Average % (2009-2010)	20.72%	5.51%	4.50%		N/A

Crashes reported to FMCSA by states for 24 months prior to: 04/15/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Fatal	Crashes:			Total
		Injury	Tow		
Crashes	2	4	7	13	

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Canadian Inspection results for 24 months prior to: 04/15/2018

Total inspections: 0

Note: Total Inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Inspections:	
	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 04/15/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Fatal	Crashes:			Total
		Injury	Tow		
Crashes	0	0	0	0	

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 04/15/2018

Review Information:

Rating Date: None
Rating: None

Review Date: None
Type: None

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Federal Motor Carrier Safety Administration
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5560 • TTY: 1-800-877-8339 • [Field Office Contacts](#)

Attachment I: BIT Inspection

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE
CHP 343 (Rev 6-10) CPL 082

PAGE 1 OF 2

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 226905	FILE CODE NUMBER 309052	COUNTY CODE 19	REG
TERMINAL TYPE <input checked="" type="checkbox"/> Truck <input type="checkbox"/> Bus	CODE 1	OTHER PROGRAM(S)	LOCATION CODE 535	SUBAREA S18

TERMINAL NAME COMMERCIAL WASTE SERVICES INC	TELEPHONE NUMBER (W/AREA CODE) (800) 947-8224
TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE) 1530 DATE ST MONTEBELLO, CA 90840	
MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE) 1530 DATE ST MONTEBELLO, CA 90840	
INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)	

LICENSE, FLEET AND TERMINAL INFORMATION							
HA LIC. NO.	INT. REG. NO.	INS LIC. NO.	TRUCKS AND TYPES 18	TRAILERS AND TYPES	BUSES BY TYPE I- II-	DRIVERS 13	BT FLEET REG 18
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT	HW VEH.	HW CONT.	PPS / GSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (See Remarks for Additional PWS)					

EMERGENCY CONTACTS (In Calling Order of Preference)		
EMERGENCY CONTACT (NAME) ARON PETROSIAN	DAY TELEPHONE NO. (W/AREA CODE) (800) 947-8224	NIGHT TELEPHONE NO. (W/AREA CODE) (213) 216-1779
EMERGENCY CONTACT (NAME) HAIK PETROSIAN	DAY TELEPHONE NO. (W/AREA CODE) (800) 947-8224	NIGHT TELEPHONE NO. (W/AREA CODE) (323) 710-0859

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR 2016										
<input type="checkbox"/> A UNDER 15,000	<input type="checkbox"/> B 15,001 - 50,000	<input checked="" type="checkbox"/> C 50,001 - 100,000	<input type="checkbox"/> D 100,001 - 500,000	<input type="checkbox"/> E 500,001 - 1,000,000	<input type="checkbox"/> F 1,000,001 - 2,000,000	<input type="checkbox"/> G 2,000,001 - 5,000,000	<input type="checkbox"/> H 5,000,001 - 10,000,000	<input type="checkbox"/> I MORE THAN 10,000,000		

OPERATING AUTHORITIES OR PERMITS			
PLC <input type="checkbox"/> T <input type="checkbox"/> TCP <input type="checkbox"/> PSC	MOTION CARRIER OF PROPERTY PERMIT ACTIVE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	INS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
USDOT 2851440	MC <input checked="" type="checkbox"/> MC <input type="checkbox"/> MK	REASON FOR INSPECTION	UNSAT FOLLOW UP CPSS INSPECTION

INSPECTION FINDINGS						
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 N/A	1 S 2 S 3 4 S	1 S 2 S 3 S 4 N/A	1 UR 2 N/A 3 N/A 4 N/A	1 S 2 S 3 U 4 S
DRIVER RECORDS		No Time	No 10 Time 8.0	No Time		TOTAL TIME 3.0
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No HM transported <input type="checkbox"/> No HM violations noted	CONTAINERS/TANKS No Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles 0 Units		

REMARKS	NOTE
	13 CCR 1233.5 Each motor carrier subject to the provisions of this chapter shall notify the CHP in writing of any change of address (& phone number) at any of the carrier's terminals. Such notification shall be made within 15 days of the change and shall be forwarded to: California Highway Patrol Commercial Records Unit PO BOX 942888 Sacramento, CA 94288-0001

BIT <input type="checkbox"/> I <input checked="" type="checkbox"/> R	NON-BIT <input type="checkbox"/>	PECO DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 343 <input type="checkbox"/>	CHP 1000 COL <input type="checkbox"/>	INSPECTION DATE(S) 2/26/2017	TIME IN 1100	TIME OUT 1400
INSPECTED BY (NAME(S)) BARRONDO				ID NUMBER(S) A13440	SUSPENSE DATE <input checked="" type="checkbox"/> AUTO <input type="checkbox"/> NONE		

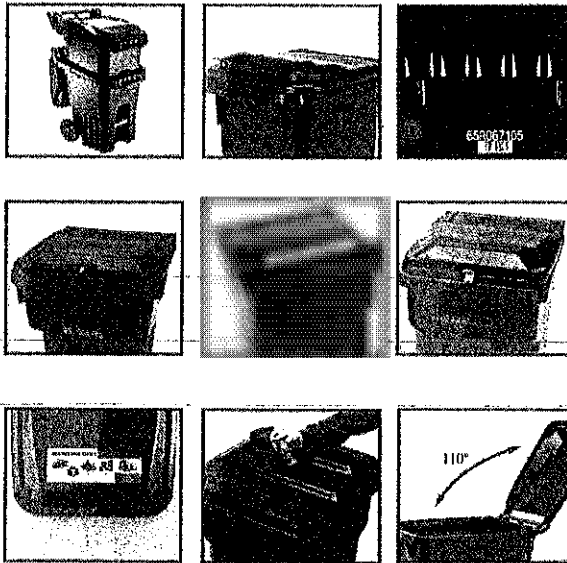
MOTOR CARRIER CERTIFICATION		
I hereby certify that all violations described herein and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-8857 within 10 calendar days of the rating.		
CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 2/26/2017
CARRIER REPRESENTATIVE'S PRINTED NAME ARON PETROSIAN	TITLE OWNER	DRIVER LICENSE NUMBER/STATE CA

Attachment J: Bin Specification

Container Specifications

Commercial Waste Services will provide containers as specified below, color coded and labeled for customer separation and collection routes designated as trash (Tan), recycling (Blue), and green waste (Green). The standard set of carts will include a 96 gallon tan refuse cart, a 96 gallon blue recyclables cart, and a 96 gallon green waste cart. Upon request, customers will be given the option for smaller carts.

Dimensions	96 Gallon	64 Gallon	32 Gallon
Height with lid	45.13 inches	40.58 inches	39.13 inches
Width	28.70 inches	26.70 inches	20.30 inches
Depth	33.73 inches	28.11 inches	22.98 inches



Commercial Waste Services will provide customers with a commercial bin or roll off box for refuse, recyclables, and green waste at their request. These bins and boxes are offered in different sizes. Custom specifications for unique sizing needs are also an option at the customers' request.

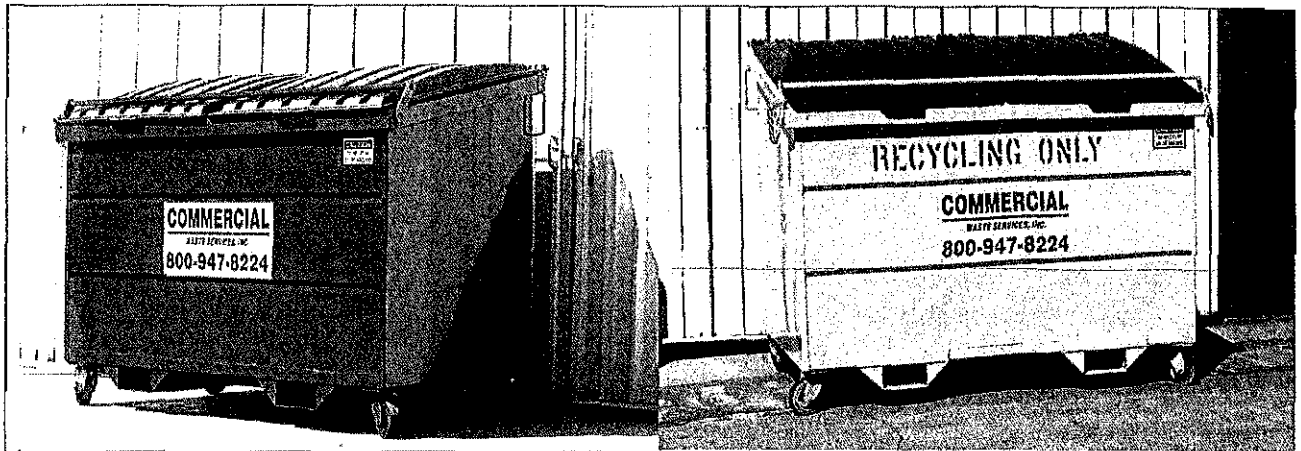
Commercial Waste Services will maintain the current container arrangement provided by the current contracted waste hauler in order to ensure a smooth transition for the community. If necessary, we will use a "scout" truck to retrieve the bin, stage it, dump it, and return it.

Container Color Specifications

	Trash	Recycling	Green Waste	Off-Hall
Residential Carts	Black	Blue	Green	Brown
Commercial Bins	Green	Beige	Black	Brown
Rolloff Bins	Green	Beige	Green	Green

Front Load Containers

Size	Front Height	Back Height	Width	Length
	A	B	C	D
1 Yard	29.5 in	34.5 in	29.5 in	72 in
2 Yard	34.5 in	41.5 in	34.5 in	72 in
3 Yard	41.5 in	50.5 in	41.5 in	72 in
4 Yard	46 in	57 in	50.5 in	72 in
6 Yard	64 in	71 in	58 in	72 in



Rolloff Containers

Size	Height	Width	Length
10 Yard	2 Feet	7 Feet	16 Feet
40 Yard	6 Feet	8 Feet	20 Feet



Commercial Container Maintenance & Appearance

Commercial Waste Services will operate a vehicle designated to pick up and exchange commercial containers on a daily basis 8 hours a day. The sole objective of employing staff designated to the City of Hawaiian Gardens is to maintain the image of the City and of CWS. It is our job to ensure the containers' integrity by keeping them clean of graffiti, with operational wheels, freshly painted, and properly labeled at all times with on-call bin repair and exchanges as CWS staff sees fit. The presentability of our equipment is a direct representation of our company on the field, and we like to keep it looking its best.

Residential Cart Maintenance & Appearance

Commercial Waste Services will operate a vehicle designated to picking up and exchanging residential carts. This will be a separate vehicle from the commercial container cart vehicle discussed above. This vehicle will respond to exchange containers with unpleasant smells, broken wheels, damaged, or to replace missing containers. All carts will be equipped with RFID trackers to enable CWS to track the exact time carts have been delivered in an effort to locate containers should they go missing. All carts we purchase through SSI Schaefer come with a factory 10 year warranty to ensures our dedication to serving the Hawaiian Gardens community through the life of the contract.

Attachment K: Facility Relationships

CITY OF LONG BEACH



2400 EAST SPRING STREET LONG BEACH, CA 90806
(562) 570-2000 · FAX (562) 570-2050

DEPARTMENT

www.lbgo.org

March 28, 2018

Mr. Haik Petrosian, President
Commercial Waste Services
1530 Date Street
Montebello, CA 90640

SUBJECT: WASTE DELIVERIES TO THE CITY OF LONG BEACH SERRF FACILITY

Dear Mr. Petrosian:

The City of Long Beach operates the Southeast Resource Recovery Facility (SERRF), located in the City of Long Beach. The facility is permitted to receive 2,240 tons per day of residential and commercial solid waste and combusts up to 10,000 tons per week. SERRF provides diversion through transformation and generates enough electricity to provide the needs of 35,000 households.

Although SERRF does not guarantee waste allocation to any hauler or jurisdiction, we have for the past 28 years provided solid waste diversion services to businesses and jurisdictions in the Southern California region and intend to continue those services for many years to come. Commercial Waste Services (CWS) is currently a hauler in good standing and is encouraged to deliver waste to SERRF.

AB-939, the Integrated Waste Management Act, established in 1989, allows jurisdictions in California to send waste to transformation facilities like SERRF to receive diversion credit toward their mandatory recycling goals. Jurisdictions can deliver up to 10 percent of their total waste generated to SERRF and receive 100 percent recycling credit for that material.

If you have any questions regarding this matter, please feel free to call me at (562) 570-7840.

Sincerely,

Alan Foley
SERRF Operations Officer
City of Long Beach
Electric Generation Bureau

AWF:awf
13002.000



COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 499B, Whittier, CA 90607-4998
Telephone: (562) 699-7411, FAX: (562) 699-5422
www.lacsd.org

GRACE ROBINSON HYDE
Chief Engineer and General Manager

April 2, 2018

Haik Petrosian, President
Commercial Waste Services
1530 Date Street
Montebello, CA 90640

Dear Mr. Petrosian:

Available Capacity for City of Hawaiian Gardens Waste and Recyclables at Facilities Operated by the Sanitation Districts

Commercial Waste Services (CWS) has a Waste Processing and Disposal Agreement (WDPA) with the Sanitation Districts. Through this agreement, the Sanitation Districts guarantees rates and reserves capacity for CWS at the Puente Hills Materials Recovery Facility (PHMRF), the Downey Area Recycling and Transfer (DART) Facility, and the South Gate Transfer Facility for waste and recyclables. Attachment 1 provides the addresses of these facilities. PHMRF and DART accept, process, and recycle a wide variety of recyclables and solid waste, including commingled residential recyclables, commercial recyclables, greenwaste, residential waste, commercial and industrial wastes, and construction and demolition waste. The South Gate Transfer Facility accepts all types of solid wastes. At PHMRF the Sanitation Districts are installing the latest generation of automated recycling equipment that will be able to maximize recovery rates from commingled recyclables as well as from commercial and residential waste. The Sanitation Districts' facilities have excess capacity to handle additional material from the City of Hawaiian Gardens. The Sanitation Districts and CWS have a good working relationship.

The Sanitation Districts also operate a food waste recycling system. The food waste is received and processed at the PHMRF and is then delivered to the Sanitation Districts' Joint Water Pollution Control Plant (JWPCP) where it is digested. At JWPCP the methane gas produced during digestion is used to generate electricity and most of the remaining solids are beneficially reused. CWS also has access to this food waste recycling system.

If you have any questions regarding this matter, please feel free to call me at (562) 908-4288, extension 2414.

Very truly yours,

Robert G. Asgian
Assistant Department Head
Solid Waste Department

RGA:dh
Attachment

4519373

Recycled Paper

ATTACHMENT 1
Facility Addresses

Puente Hills MRF
2808 S. Workman Mill Road
Whittier, CA 90601

Downey Area Recycling and Transfer Facility
9770 Washburn Road
Downey, CA 90241

South Gate Transfer Station
9530 Garfield Avenue
South Gate, CA 90280

Attachment L: Letter of Funding



Advantage Funding

Transportation Financing & Leasing Specialists

March 31, 2018

To: CITY OF HAWIIAN GARDENS

Please be advised that Commercial Waste Services, Inc. has financed equipment with Advantage Funding for a number of years and always maintains the accounts in good standings. If this company is awarded a new waste collection contract, Advantage Funding or a syndicated source will work them to approve financing of the equipment required for the contract.

Do not hesitate to contact me with any questions at 480.272.1186

Sincerely,

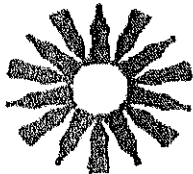
Herb Wells

Regional Manager

14700 North 100th Place, Scottsdale, Arizona 85260-9085

480-272-1186--E-Fax 516-419-5875--hwells@advantagefunding.us

Attachment M: Letters of Reference



rePlanet

April 16, 2018

To: City of Hawaiian Gardens

It is a pleasure to write a letter of recommendation for Commercial Waste Services. Commercial Waste Services has been servicing our company for the past 3 years and have been very happy with their disposal services. During this time we have always found them to be a honest, reliable Company that completes the job on time, without an issue and with high business ethnics. They have been an asset to the company and would highly recommend them.

Should you have any questions please feel free to contact me at (951)531-5716.

Sincerely,

A handwritten signature in black ink, appearing to read 'Antonio Padilla', with a large, stylized initial 'A'.

Antonio Padilla

Commerce Operations Manager



Date
April 16, 2018

Los Angeles Dumpster
Rental
645 W 9th Street
Unit 110-142
Los Angeles, CA 90015
P: (213) 279-5046
F: (888) 604-1262

To: City of Hawaiian Gardens,

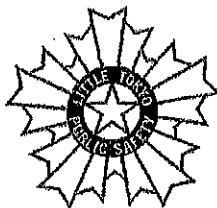
Commercial Waste Services has been a valued vendor for two years and we have been completely satisfied with their performance. They do an excellent job, are always punctual, offer the most competitive rates, and always do exactly what we ask of them.

In the past we used Republic Services but due to the unpredictability and inconsistency of service we were always looking for a more responsible vendor. Commercial Waste has been knowledgeable, courteous, and friendly. They expertly take care of each order and offer timely communication regardless of the size of the project. As a local waste and recycling company specializing in construction remodels, residential cleanouts and film events we place a high value on courtesy, professionalism and timeliness. We are glad to have a vendor who holds these values in the same regard.

I am happy to recommend the services of Commercial Waste Services. If you have any questions, please feel free to contact

Sincerely,
Robert O'Neill

Office: (213) 279-5046
Robert@LADumpsterRental.com



**LITTLE TOKYO
PUBLIC SAFETY ASSOCIATION**

小東京防犯協会 (交番)

KOBAN / INFORMATION CENTER

To whom it may concern,

Little Tokyo is a Japanese business district in the heart of Downtown Los Angeles. It covers about 8 square blocks just east of LA City Hall. It is made up of **residential, nonprofits, and businesses.**

Commercial Waste Services Inc. has served the entire Little Tokyo Community, for 70 years and 4 generations. This company has worked with the community's needs and is considered part of our community. They also service many of the surrounding residential and business districts in our area.

Over the last 30 years, I have called upon Commercial Waste Services to help me with community cleanup projects, to participate with special events and fundraisers to support community groups, and to make innovative changes to the trash pickup accommodations. We highly recommend this company for their loyal service and their giving back to the community.

If you have any questions about Commercial Waste Services Inc, please feel free to contact me directly at (213) 613-1911 or my cell number at (213) 760-8383.

Sincerely,

Brian S.Kito

President

Little Tokyo Public Safety Association (501c3 nonprofit)

Attachment F:
**“Section 6 – Work Plan and Methodology, Section 11 – Implementation Plan, and
Section 18 – Proposed Enhancements”**

[City to provide from bid submittal]



ATTACHEMENT G: "WORK PLAN"

6. Work Plan and Methodology

6. WORK PLAN AND METHODOLOGY

Commercial Waste Services (CWS) recognizes the importance of a smooth transition; benefiting both the City and the haulers involved. The key components of this work plan proposed by Commercial Waste Services center around three key concepts:

1. Education;
2. Consideration; and
3. Execution

Education is an integral part of Commercial Waste Services' mission to enhance the future of waste handling services. CWS believes an educated community is a prepared community.

6.1 Residential "Core" Cart Service

6.1.1 Automated Carts

Commercial Waste Services (CWS) believes a crucial part of the initial stages of implementation is to familiarize themselves with the community. CWS plans to achieve this by utilizing the residential data set supplied by the City to populate the customer database and prepare a City-specific distribution plan. The distribution plan's main function is to distribute Public Education Materials (PEMs) notifying the residents about the change in service, new benefits, and eligible programs.

PEMs will provide information regarding the distribution of new carts/bins/containers, when the residents can expect them to arrive, and the service provider contact information. As compliant with state recycling mandates, CWS will include information on proper material sorting and which materials are allowed in each container. PEMs (e.g. pamphlets, flyers, ads) will be hand delivered to every residential customer to ensure that all residents receive notification.

CWS will work with the City to receive and review current solid waste and recycling services, as well as route and tonnage data. An analysis of the current waste removal schedule will be conducted to strategize and establish the most efficient and non-disruptive execution of this hauler transition.

CWS has the ability to provide the requested fully automated solid waste, recyclable materials, and green waste carts for residential customers. CWS will provide the City color options for approval, and ensure City name and logo placement are satisfactory prior to distributing carts to customers.

The following is CWS' proposed execution plan for its residential automated cart collection services:

1. During the initial carts, bins, and boxes distribution, CWS will designate a crew to deliver to 500 customers per day until all customers are serviced. This is the combined goal of all execution plans. Flatbed vehicles will be used to deliver carts, bins, and boxes.



6. Work Plan and Methodology

1. All new carts will be accompanied by a PEM (e.g. notice, flyer, or pamphlet) describing the City's new automated collection services. The PEM will contain, at a minimum:
 - Purpose and proper use of each cart;
 - Proper placement of carts for collection;
 - Recommended cart care;
 - Collection schedule;
 - Service guidelines and rules;
 - Procedures for requesting additional and/or replacement carts; and
 - CWS contact information for each resident including appropriate telephone numbers and email addresses
2. All carts will be identifiable by a unique barcode with a corresponding serial number. Upon delivery of the containers and for each collection pick-up, these barcodes are scanned to keep records that each resident is serviced promptly and as scheduled. The barcode reader is equipped with internet access to communicate instantaneous with CWS headquarters' database and verify the customers' addresses.
3. The initial distribution team will file regular reports on the completion of each route segment to ensure full and proper cart distribution.

6.1.2 Refuse Cart Collection

See Section 6.1.1 for CWS' proposed cart execution plan.

CWS has the ability to distribute the 96-gallon Refuse Carts, 96-gallon Recycling Carts, and 64-gallon Green Waste Carts to all existing residential Cart customers. CWS will adhere to the approved Maximum Customer Rate Schedule (Attachment B of the RFP) when providing the default Carts, downsizing Carts, or providing additional Carts.

6.1.3 Recycling Cart Collection

See Section 6.1.1 for CWS' proposed cart execution plan.

Additional Recycling Carts will be available at no cost to the rate payer for up to two (2) additional 96-gallon Carts.

6.1.4 Green Waste Cart Collection

See Section 6.1.1 for CWS' proposed cart execution plan.

Additional Green Waste Carts will be available at no cost to the rate payer for up to one (1) additional 64-gallon Cart. CWS has experience in collecting bundled green waste too large to fit within the Cart, and will provide this service to its residential customers at least twice per year.

6.1.5 Refuse Cart Overage

CWS will offer at least two (2) annual pickups for refuse that does not fit within the provided automated refuse Carts at no additional cost to the rate payer.



6.1.6 Cart Colors and Markings

Through Schaefer Containers, CWS is able to provide a wide variety of colors, sizes, and markings for its residential carts. CWS will not move forward with a color or design without receiving written approval from the City. Cart specifications and cut-sheets are provided in **Attachment J** of this proposal.

6.1.7 Public Outreach Program

Initial Public Outreach

Prior to beginning collection services, CWS shall hold a community meeting to introduce residents, multi-family residents, businesses, and other customers of the City's new collection services and programs.

At least two weeks prior to this and all future scheduled community meetings, CWS will notify all customers through either mail, phone, print advertisement, or a combination. By engaging with the community in-person early in the transition process, we aim to make customers feel comfortable and well-informed about the upcoming changes. Demonstration carts and Public Education Materials (PEMs) will be available for customers to review and see the services available to them first hand. Additional information meetings will be held as needed during the life of the contract.

On-Going Public Outreach

Commercial Waste Services has made it its mission to educate its customers on how to effectively identify and separate recyclable materials and organics from the solid waste stream. CWS has established public education and outreach programs in other jurisdictions that have shown success with an interdisciplinary approach. This approach utilizes the support from current regulations, creative social resources, and industry minimum requirements to foster different levels of communication, sharing, and knowledge. This strategy can be paired with multiple languages (e.g. English/Spanish/Korean) and across several platforms (e.g. flyers, newspaper, workshops, and social media).

6.1.8 Bulky Item Collection

The City has requested its future hauler to provide at least six bulky item pick-ups per year, for up to five items each pick-up at no additional charge to the customer. CWS believes that this program can help to reduce illegal dumping, and therefore reduce collection vehicle miles traveled and street congestion. To fulfill its duty in providing the best service to the City possible, CWS proposes to provide up to fifty-two (52) bulky item pick-ups per year, for up to five items each pick up at no additional cost. This will give residents the flexibility and capacity to ensure their large items are removed in a timely manner instead of abandoned on the side of the road, or in other areas of the City. CWS firmly believes offering close to "unlimited" bulky item pick-ups will reduce illegal dumping, as residents will always have a free and easy way to get rid of their unwanted items.

If notified by the City or a customer of any abandoned bulky waste item(s), CWS will collect and remove the item(s) at no additional charge within 24 hours of the notice. However, no service will be provided on Saturdays, Sundays, and holidays as outlined in the RFP.

CWS is committed to achieving the maximum diversion from landfill, and will employ the full waste hierarchy of diversion until disposal is considered. Most bulky items will be sent to the Ace Diversion. Ace Diversion (SWIS No. 19-AA-1131) is located at 1530 Date Street in the City of Montebello. Ace Diversion can receive up to 175 tons of material per day. See Section 7 of this proposal for more detail on this processing facility.



6. Work Plan and Methodology

6.1.9 Additional Bulky Item Service

The purpose of providing up to fifty-two (52) free bulky item pick-ups is for customers to feel free to use this service every week of the year. CWS does not expect a customer to require more than one bulky item pick-up per year, although if needed, CWS will charge a fee consistent with the Maximum Customer Rates (Attachment B of the RFP).

6.1.10 Temporary Bins

Residential customers will be provided temporary bins or boxes within 48 hours of request (not including weekends or holidays) for construction and demolition debris. CWS will use the customer rates as provided in the Maximum Customer Rates (Attachment B of the RFP).

CWS will use Distributors' Unlimited to supply all bins or boxes, and ensure to have sufficient bins or boxes readily available for customers.

6.1.11 Universal Waste & Electronic Waste

Through the bulky item collection as described in Section 6.1.8, CWS will collect u-waste and e-waste.

6.1.12 Roll-off Box and Temporary Processing

CWS is willing and able to provide permanent and temporary bin and roll-off container collection service upon request. Bins and roll-off containers will be provided to CWS by Distributors' Unlimited.

CWS will first utilize the South East Resource Recovery Facility (SERRF) which achieves 100% diversion while recovering heat value and converting this heat into renewable electricity. CWS will also utilize Puente Hills Material Recovery Facility (MRF), which is owned and operated by the County of Los Angeles to recover recyclable materials prior to landfill. CWS has a long standing relationship with the County of Los Angeles, which has a proven track record of processing mixed recyclables from businesses and residents. Non-recoverable material will be sent to the Chiquita Canyon Landfill.

SERRF (SWIS No. 19-AK-0083) is located at 120 Pier 5, Avenue in the City of Long Beach. It is permitted to accept 1,380 tons per day. Puente Hills MRF (SWIS No. 19-AA-1043) is located at 13130 Crossroads Parkway South in the City of Industry. It is permitted to receive 4,400 tons per day. Chiquita Canyon Landfill (SWIS No. 19-AA-0052) is located at 29201 Henry Mayo Drive in the City of Castaic. It is permitted to accept up to 6,000 tons per day. See Section 7 of this proposal for more detail on these processing facilities.

6.1.13 SHARPS Collection

Consistent with the City's Draft Franchise Agreement, CWS will provide each residential dwelling unit, including multi-family and mobile homes, with the appropriate pre-paid postage mail back sharps collection service at no additional cost to the customer.

6.1.14 Valet Service

CWS will develop a valet service for eligible customers to move the customers' carts to and from the point of collection. Eligible customers must provide California DMV handicap credentials on an annual basis. CWS will work with the customer to ensure a smooth collection service. This service will be at no cost to the eligible customer.



6.1.15 Low-Income Senior Citizen Discount

All qualifying customers will be offered a low-income senior discount of 10% off their automated residential cart service. Qualifying customers are those age 65 and older who also qualify for Southern California Edison's CARE Program.

6.1.16 Holiday Tree Collection and Recycling

Outside of the provided bulky item pickup service, CWS will provide holiday tree collection and recycling for four consecutive weeks following December 26th. The holiday trees will be taken to Oak Tree Worm Farm to be converted in mulch, soil amendments, and/or compost. Oak Tree Worm Farm (SWIS No. 19-AA-136) is located at 13326 Little Tujunga Canyon and is allowed to accept up to 250 tons per day of organic materials. The facility has adequate capacity to handle all potential organics from the City of Hawaiian Gardens. See Section 7 of this proposal for more detail on this processing facility.

6.1.17 Mulch Give-A-Way Program

Oak Tree Worm Farm will provide free mulch, soil amendment, and/or compost for at least two mulch give-a-way events per calendar year. CWS will provide all coordination and hauling services for the mulch, soil amendments, and/or compost.

6.1.18 Holiday Schedule

CWS will provide collection services schedule during an identified Holiday on the following non-holiday calendar day. CWS will work with the customers to ensure for a smooth collection service during these Holidays.

6.1.19 Removal and Recycling of Existing Carts

When embarking on a change of service as large as this, it is crucial to be considerate of the community, the City, and the previously contracted hauler. The first step to ensuring a smooth transition is for CWS to meet with the current hauler. CWS will share its proposed cart and container delivery schedule with the current hauler, to allow the hauler to provide comment and feedback on any potential deficiencies or time gaps. This will help give the current hauler the guidance and timeline needed to organize the removal of their own carts.

If the current hauler fails to remove their own carts, CWS has an available transitional storage facility to store these carts immediately. CWS will offer this storage space to the current hauler to encourage a smooth, quick, and efficient transition.

CWS will develop a transition facility to store equipment, bins, containers, and carts temporarily to minimize any delays in the proposed transition schedule and missed collections. This storage facility will aid in streamlining the transition process between haulers by providing adequate space for all the carts and bins required to service the City of Hawaiian Gardens. A temporary storage location will also reduce traffic by reducing the miles CWS vehicles must travel back and forth for collection equipment. Reducing traffic has compounded benefits including eliminating unnecessary wear and tear on City streets and reducing truck emissions (greenhouse gases).



6.2 Residential "Optional" Collection Services

6.2.1 Organics and Food Waste Recycling

Commercial Waste Services will offer an optional organics and food waste recycling program to its residential customers. CWS will contract with Clements Environmental Corp. (Clements) to provide all organics program education, outreach, and waste characterization work. CWS, in collaboration with Clements, proposes the following for its food waste recycling program:

1. All residential customers will receive an invitation to participate in the optional food waste recycling program upon start of service, along with program-specific informational pamphlets (PEMs), and instructions on what materials are allowed and are not allowed in the cart. The program will utilize the existing residential 64-gallon green waste cart.
2. Prior to starting food waste collection services, a Clements account representative will visit the residential home to provide a one-on-one introductory presentation on food waste recycling, what to do, and what to expect.
3. On this initial site visit, the account representative will also conduct a foodwaste survey to determine an estimated foodwaste quantity and type from the enrolled household. This survey takes into consideration number of residents within the household, household grocery budget, and diet.
4. Residential customers enrolled in this program will be allowed to place their foodwaste materials in their green waste carts. Depending on the level of participation, a separate collection vehicle may service these accounts.
5. These organic materials will be delivered to Oak Tree Worm Farm to be processed into nutrient-rich compost through the vermicomposting process.
6. At least once a year, a Clements account representative will conduct a waste characterization study on the residential household's organics cart to assess the ratio of foodwaste to greenwaste, and percentage of contamination (e.g. non-organics).
7. At least one a year, Clements will facilitate a waste characterization study on the organic waste tipped at Oak Tree Worm Farm as part of this program to provide the City with information on the effectiveness and potential deficiencies of this program.
8. Residents enrolled in this program will receive quarterly PEMs relating to organic and food waste recycling, relevant state regulations (e.g. AB 1826 and SB 1383), and any program progress reports.

6.2.2 Citywide Quarterly Clean-up Program

CWS will provide four (4) free Citywide Quarterly Clean-up events per year at no cost to the City of Hawaiian Gardens. For Citywide Clean-up events in excess of the four annual events, please see Attachment B of this proposal for pricing estimates for the total cost for collection, recycling, and disposal services.



6.3 Multi-Family Residential "Core" Collection Service

6.3.1 Bins and Boxes

Consistent with the City requirements, CWS will ensure that all bins and boxes be kept graffiti free at all times, and within four hours of visible or informed sighting, will touch-up or replace any bin or box.

Similar to CWS' residential cart execution plan in *Section 6.1.1*, CWS proposes the following multi-family execution plan:

2. During the initial carts, bins, and boxes distribution, CWS will designate a crew to deliver to 5,000 customers per day until all customers are serviced. This is the combined goal of all execution plans. Flatbed vehicles will be used to deliver carts, bins, and boxes.
3. All new bins or boxes (dumpsters) will be accompanied by a PEM (e.g. notice, flyer, or pamphlet) describing the City's new collection services. The PEM will contain, at a minimum:
 - Purpose and proper use of each dumpster;
 - Proper placement of dumpsters for collection;
 - Recommended dumpster care;
 - Collection schedule;
 - Service guidelines and rules;
 - Procedures for requesting additional and/or replacement dumpsters; and
 - CWS contact information for each multi-family unit including appropriate telephone numbers and email addresses
4. All dumpsters will be identifiable by a unique barcode with a corresponding serial number. Upon delivery of the containers and for each collection pick-up, these barcodes are scanned to keep records that each resident is serviced promptly and as scheduled. The barcode reader is equipped with internet access to communicate instantaneous with CWS headquarters' database and verify the customers' addresses.
5. The initial distribution team will file regular reports on the completion of each route segment to ensure full and proper dumpster distribution.

6.3.2 Multi-Family MRF Processing

CWS will deliver multi-family containers to the SERRF plant and Puente Hills MRF. SERRF processing qualifies for 100% diversion, while the Puente Hills MRF achieves 20% diversion for solid waste and 100% for commingled recyclable loads. Between these two processing plants, CWS will achieve at least 50% diversion for all collected multi-family waste materials.

6.3.3 Bulky Item Collection

As stated in *Section 6.1.8*, CWS proposes to offer fifty-two (52) bulky item pick-ups per year, for up to five items each pick up at no additional cost to the customer. This will include universal and electronic wastes.



6. Work Plan and Methodology

6.3.4 Bulky Item Diversion

CWS is committed to achieving the maximum diversion from landfill, and will employ the full waste hierarchy of diversion until disposal is considered. Most bulky items will be sent to the Ace Diversion. Ace Diversion (SWIS No. 19-AA-1131) is located at 1530 Date Street in the City of Montebello. Ace Diversion can receive up to 175 tons of material per day. See Section 7 of this proposal for more detail on this processing facility.

6.3.5 Universal Waste & Electronic Waste

Both universal waste and electronic waste will be collected through the bulky item collection as described in Section 6.3.3.

6.3.6 Sharps Collection Program

Pre-paid postage mail back sharps collection service will be provided to each residential dwelling unit at no additional cost to the customer.

6.3.7 Holiday Tree Collection and Recycling

Outside of the provided bulky item pickup service, CWS will provide holiday tree collection and recycling for three consecutive weeks following December 25th as outlined in the RFP. Holiday trees will be taken to Oak Tree Worm Farm to be converted in mulch, soil amendments, and/or compost. Oak Tree Worm Farm (SWIS No. 19-AA-136) is located at 13326 Little Tujunga Canyon and is allowed to accept up to 250 tons per day of organic materials. The facility has adequate capacity to handle all potential organics from the City of Hawaiian Gardens. See Section 7 of this proposal for more detail on this processing facility.

6.3.8 Green Waste / Organics Recycling Collection

To help the City meet the requirements of AB 1826, the mandatory commercial and multi-family organics recycling regulations, CWS will enroll all multi-family businesses in an organics recycling program. With the help of Clements, CWS proposes the following for the multi-family organics recycling program:

1. All multi-family complex owners and residents will receive an invitation to participate in the organics program upon start of service, along with program-specific informational pamphlets (PEMs), and instructions on what materials are allowed and are not allowed in the cart. This program will offer a new 96-gallon green waste cart.
2. In addition to the PEMs, all multi-family complex owners and residents will initially receive information about AB 1826 regulatory requirements. As new regulations are adopted, these customers will receive updated information as applicable to their collection service.
3. Prior to starting food waste collection services, a Clements account representative will visit the multi-family complex to provide a one-on-one introductory presentation on food waste recycling, what to do, and what to expect.
4. On this initial site visit, the account representative will also conduct a foodwaste survey to determine an estimated foodwaste quantity and type from the enrolled household. This survey takes into consideration number of residents within the household, household grocery budget, and diet.



6. Work Plan and Methodology

5. Multi-family customers enrolled in this program will be allowed to place their foodwaste materials in their green waste carts. Depending on the level of participation, a separate collection vehicle may service these accounts.
6. These organic materials will be delivered to Oak Tree Worm Farm to be processed into nutrient-rich compost through the vermicomposting process.
7. At least once a year, a Clements account representative will conduct a waste characterization study on the residential household's organics cart to assess the ratio of foodwaste to greenwaste, and percentage of contamination (e.g. non-organics).
8. At least one a year, Clements will facilitate a waste characterization study on the organic waste tipped at Oak Tree Worm Farm as part of this program to provide the City with information on the effectiveness and potential deficiencies of this program.
9. Residents enrolled in this program will receive quarterly PEMs relating to organic and food waste recycling, relevant state regulations (e.g. AB 1826 and SB 1383), and any program progress reports.

6.A Commercial "Core" Collection Service

6.4.1 Bin Refuse Collection and Processing

Commercial Waste Services (CWS) will utilize Distributors' Unlimited to supply all collection bins (e.g. 2, 3, 6, 30, and 40 cubic yard bins) for commercial accounts. CWS will have sufficient collection bins in stock to create new recycling accounts for all commercial customers.

CWS proposes the following for the commercial bin execution plan:

1. CWS will work in cooperation with the current contracted hauler to minimize service disruption and ensure a seamless transition for City customers.
2. A variety of container trucks will be used to deliver these containers to each customer. Container trucks are designed to deliver the commercial containers without damaging the surface of the customer's property.
 - a. The trucks are considered "light duty" and equipped with noise mufflers to not disturb residents. If need be, these trucks can be used to pull out dumpsters from tight alleyways or other hard to service areas.
3. Depending on the commercial accounts' needs, CWS will use container storage trucks to deliver one dumpster at a time, or multiple containers simultaneously.

CWS strives to provide the safest, environmentally protective, and most efficient truck fleet possible by equipping collection vehicles with one or more of the following:

- "Park at Idle systems" and Engine Idle time limiter to reduce emissions
- Automatic transmissions that reduce emissions and allow drivers to focus more on their surroundings and safety versus shifting gears
- Retarders to assist in braking.
- Larger than industry standard brake lining to improve overall braking performance



18. Proposal Enhancements

Community Scholarship

Commercial Waste Services will donate a total of \$10,000 annually to high school students who reside in the City of Hawaiian Gardens who seek higher education

Community Involvement

Commercial Waste Service is dedicated to the community and residents we serve. We believe in rolling up our sleeves and becoming active partners. We are committed to joining Hawaiian Gardens numerous Community Based Organizations.

Holiday Tree Service

Commercial waste services shall collect holiday trees on an annual basis. Commercial Waste will collect holiday trees placed out for collection on collection day for 8 weeks following December 25. Commercial waste services will collect all holiday trees free of charge regardless of flocking, tinsel or ornaments.

Free Bulky Item Pick Up & Drop Off

Commercial Waste Services will setup free pre-scheduled bulky item pick ups and drop offs for City of Hawaiian Gardens residents.

Organics Recycling Program

Commercial Waste Services will offer a Organics Recycling Program to all customers commercial and residential. Deliver Organic waste containers to commercial customers and educate on how to stay green. Instruct residents on easy techniques to do backyard organic composting.

Free Mulch Give Away

Commercial Waste services will conduct 2 compost mulch give a ways each calendar year for City Residents. The City will be able to coordinate with Commercial Waste to schedule in conjunction with other City events.

City Sponsored Event Signage

Commercial Waste Services will display advertising for city sponsored events on all trucks servicing the city the week prior to the event. Custom signage will be printed at Commercial Waste Services expense and will be displayed on vehicles. Commercial Waste Services feels this will give the city more exposure and City pride at city sponsored events.

Sharps Disposal Program

Commercial Waste Services will create a sharps disposal program for all the residents of the city of Hawaiian Gardens.

Special Event Recycling Services

Commercial Waste Services will not only donate refuse containers to City sponsored events, we will also donate recycling receptacles to promote recycling and keep Hawaiian Gardens sustainable.

24 Hour Live Voice Customer Service

Commercial Waste Services will have 24-hour customer service line 7 days a week without an answering service

Volunteer At City Events

Commercial Waste services will also supply the City with 2 representatives 1 to interact with residents and businesses who attend events and answer questions, comments or concerns at events. The second representative will be responsible for keeping the cardboard event containers empty during City events.

Hawaiian Gardens Branding on Vehicles



18. Proposal Enhancements

Commercial Waste Services will add "Proudly serving the City of Hawaiian Gardens" and a city logo at the cities sole discretion on all vehicles serving the city of Hawaiian Gardens.

70% Diversion Rate

Commercial Waste Services will guarantee a initial diversion rate of 70% by the end of the first year for the city of Hawaiian Gardens.

Free Services at All City Facilities and City Events

Commercial Waste Services will not only service city facilities for free but will also provide free service to all city sponsored events.

Free Annual Cart Washing

Commercial Waste Services will pick one week out of the year and conduct a annual cart washing for all residential carts free of charge. This is in addition to cart exchanges for broken, damaged or old carts.

ATTACHMENT "C"



BEST BEST & KRIEGER
ATTORNEYS AT LAW

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Megan Kathleen Garibaldi
(949) 263-6592
Megan.Garibaldi@bbklaw.com

March 25, 2019

VIA OVERNIGHT MAIL
VIA EMAIL

Commercial Waste Services, Inc.
1530 Date Street,
Montebello, CA 90640
Attn: Haik Petrosian
Email: haik@cwrservices.com

Re: Notice of Monetary Default

Exclusive Solid Waste Services Franchise Agreement Between the City of Hawaiian Gardens (the "City") and Commercial Waste Services, Inc. ("CWS"), dated July 1, 2018 (the "Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Dear Mr. Petrosian:

This office serves as the interim City Attorney for the City of Hawaiian Gardens. The purpose of this letter is to provide CWS with the City's formal notice of monetary default and opportunity to cure ("*Notice*"), pursuant to Article 9 of the Agreement. As a preliminary matter, the City believes that the events of default described herein constitute material financial breaches that fall within the City's authority to commence immediate termination proceedings in accordance with Section 9.1(iv) of the Agreement. However, without waiving any rights and in the spirit of cooperation to find a conciliatory resolution, the City provides this Notice in accordance with Section 9.3, which affords CWS ten (10) days from the date hereof to cure the following monetary-related events of defaults, as described below:

- (i) the failure to timely pay, and its continued failure to pay, the requisite fourth quarter Franchise Fees, which were due to the City as of January 30, 2019, pursuant to Section 3.1 of the Agreement ("*Franchise Fee Default*"); and
- (ii) the failure to timely pay, and its continued failure to pay, the one-time Administrative Fee of One Hundred Thousand Dollars (\$100,000), which was due to the City as of July 31, 2018 ("*Administrative Fee Default*," and collectively with the Franchise Fee Default, the "*Monetary Defaults*").



BEST BEST & KRIEGER
ATTORNEYS AT LAW

March 25, 2019
Page 2

More specifically, CWS is in default with respect to each of the Monetary Defaults, and its actions necessary to cure such defaults, are as follows:

A. Franchise Fee Default

Pursuant to Section 3.1 of the Agreement, CWS is obligated to pay a quarterly fee to the City equal to 10% of the Gross Receipts collected during the preceding quarter (*i.e.*, the Franchise Fee). Such Franchise Fee payment is due thirty (30) days after the preceding quarter's end. As of the writing of this Notice, CWS has failed to pay the fourth-quarter (*i.e.*, October 1 through December 31, 2019) Franchise Fees (the "Fourth Quarter Franchise Fee"), which were due on January 30, 2019, in accordance with the terms of Section 3.1. "Failure to timely and accurately pay the Franchise Fee is considered a material breach of this Agreement." (Agreement, Section 3.1.)

On or around February 15, 2019, CWS submitted a check to the City for its Fourth Quarter Franchise Fee payment in the amount of \$15,574.93. However, when the City sought to deposit this check on or around February 25, 2019, the payment was rejected for insufficient funds. Accordingly, CWS has yet to pay its mandatory Fourth Quarter Franchise Fee. CWS is therefore in material breach of the Agreement.

In addition, Section 3.1 also subjects CWS to a compounding late payment penalty of 1.5% per month, or any fraction of a month beyond the prescribed due date. This section acknowledges that this is an "agreed upon penalty" that is cumulative upon any balances owing or subsequently found as owing.

Accordingly, the City therefore demands that within ten (10) days from the date of this Notice, CWS remit to the City the Fourth Quarter Franchise Fee in the amount of \$15,574.93, plus late payment penalties in the amount of \$470.75 (calculated through the end of March), for a total of \$16,045.68. Payment made after the end of March shall require additional penalties in the prorated monthly amount.

B. Administrative Fee Default

Pursuant to Section 3.3(ii), in exchange for the City granting the exclusive franchise to CWS, CWS was required to pay to the City a one-time administrative fee within thirty (30) days of the Agreement's "Execution Date" (*i.e.*, July 1, 2018). Therefore, the \$100,000.00 fee owed to the City was due on July 31, 2018. Section 3.3(ii) further provides that failure to timely submit this payment to the City is a material breach of the Agreement.

Further, Section 9.4 also subjects CWS to a compounding late payment penalty of 1.5% per month, or any fraction of a month, for any failure to timely perform monetary obligations under the Agreement.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

March 25, 2019
Page 3

Accordingly, the City therefore demands that within ten (10) days from the date of this Notice, CWS remit to the City the administrative fee in the amount of \$100,000, plus late payment penalties in the amount of \$12,649.26, for a total of \$112,649.26. Payment made after the end of March shall require additional penalties in the prorated monthly amount.

Please be advised that in the event CWS does not cure the above Monetary Defaults in accordance with this Notice by **Monday, April 6, 2019¹**, CWS shall be deemed in default under the Agreement, and the City shall be authorized to pursue termination of the Agreement, in accordance with Section 9.3 et seq.

The City reserves its right to pursue any and all contractual and legal remedies to collect all outstanding monies, debts, fees, damages (including liquated damages) and penalties afforded to it under the Agreement and the law, including without limitation to further pursue and/or provide additional notices of default with respect to any additional violations, breaches, failures, or defaults under this Agreement, regardless of whether such events have already occurred and/or are continuing to occur.

If you have any questions with regard to the this Notice, please feel free to contact me at the phone number and email provided above.

Sincerely,

Megan Kathleen Garibaldi
of BEST BEST & KRIEGER LLP
Interim City Attorney, City of Hawaiian Gardens

cc: Ernie Hernandez, City Manager, City of Hawaiian Gardens *(via email)*
Linda Hollinsworth, Finance Director, City of Hawaiian Gardens *(via email)*

¹ Ten days from the date of this Agreement is April 4, 2019. However, as that falls on a Saturday, the City will accept full payment, as specified herein, through close of business on Monday, April 6, 2019, in satisfaction of this Notice.

ATTACHMENT "D"



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Walnut Creek
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Washington, DC
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Megan K. Garibaldi
(949) 263-6592
Megan.Garibaldi@bbklaw.com

June 5, 2019

VIA U.S. MAIL & EMAIL

Commercial Waste Services, Inc.
1530 Date Street,
Montebello, CA 90640
Attn: Haik Petrosian

Re: *Notice of Defaults and Demand for Cure Pursuant to that Certain Exclusive Solid Waste Services Franchise Agreement Between the City of Hawaiian Gardens (the "City") and Commercial Waste Services, Inc. ("CWS"), dated July 1, 2018 (the "Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.*

Dear Mr. Petrosian:

By this letter, the City hereby provides CWS with a formal notice of both monetary and non-monetary defaults and opportunity to cure ("**Notice**"), pursuant to the procedures established in Article 9 of the Agreement.

I. INTRODUCTION AND NOTICE

As you are aware, at a meeting between the City and CWS on June 3, 2019 (the "**Meeting**"), the City provided CWS with informal notice of the below-listed Breaches (as hereinafter defined) under the Agreement and its intent to deliver this Notice as a result thereof. The City further informed CWS that:

- a. the Material Breaches (as hereinafter defined) are deemed to be material breaches under the Agreement, and
- b. CWS was thus required to cure the:
 - i. Monetary Breaches (as hereinafter defined) by no later than **June 17, 2019¹**—*i.e.*, the Monday following the date that is ten (10) days from the date hereof²;

¹ Ten days from the date of this Notice is June 15, 2019. However, as that falls on a Saturday, the City will accept cure of the Monetary Defaults, as specified herein, through close of business on Monday, June 17, 2019, in satisfaction of this Notice.

² The City believes that the Monetary Breaches described herein constitute material financial breaches that fall within the City's authority to commence immediate termination proceedings in accordance with Section 9.1(iv) of the Agreement. However, without waiving any rights and in an effort to find a conciliatory resolution, the City provides this Notice with respect to the Monetary Breaches in accordance with Section 9.3, which affords CWS ten (10) days from the date hereof to cure the Monetary Breaches.



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- ii. Non-Monetary Breaches (as hereinafter defined) by no later than July 5, 2019—*i.e.*, the date that is thirty (30) days of the date of this Notice; and
 - iii. With respect to the Miscellaneous Breaches (as hereinafter defined), and without waiving any rights and in the spirit of cooperation, if such Miscellaneous Breaches cannot all reasonably be cured by July 5, 2019—*i.e.*, within the above-prescribed thirty (30) day period—the City is willing to allot a reasonable amount of additional time to allow CWS to diligently pursue the cure to such breaches, as necessary and as otherwise in compliance with the Agreement.
- c. As a result of the Non-Monetary Breaches, the California Department of Resources Recycling and Recovery (“*CalRecycle*”) has informed the City that a notice of non-compliance to the City is imminent, hence further necessitating CWS’s immediate action to cure these defaults.

Therefore, in accordance with Section 9.3 of the Agreement, the City hereby provides this Notice to CWS that it has failed, and continues to fail, to adequately perform its duties under the Agreement and that CWS is in material breach of the Agreement. Such breaches and/or failures are generally summarized as follows (and which are discussed in greater detail in Section II, below):

- (1) CWS has failed to pay the late payment penalties for the one-time administrative fee of \$100,000.00, as originally noticed by the City in its March 25, 2019 Notice of Monetary Default to CWS.
- (2) CWS has failed to provide the City with proof of the surety Performance Bond.
- (3) CWS has failed to provide the City with proof of existing insurance coverage. (Collectively, Item Nos. 1-3 shall be referred to herein as the “*Monetary Breaches*.”)
- (4) CWS has failed to meet the diversion rates required by AB 939.
- (5) CWS has failed to provide the City with the requested supplemental information and documentation regarding CWS’s Quarter 3 - 2018 Report.
- (6) CWS has failed to provide the City with certified tonnage report receipts with its quarterly reports for the Block Clean-Ups from Ace Diversion.
- (7) CWS has failed to provide the City with accurate and complete tonnage reports for the Block Clean-Ups.
- (8) CWS has failed to implement the organics recycling program required under AB 1826.
- (9) CWS has failed to adequately implement mandatory commercial recycling required under AB 341.
- (10) CWS has failed to provide proof of a purchase order for the acquisition of a clean-air vehicle fleet.



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- (11) CWS has failed to fully implement on-site and/or Multi-Family MRF Processing. (Collectively, item nos. 4 through 11 shall be referred to herein as the “*Non-Monetary Breaches*,” and collectively with the Monetary Breaches, the “*Material Breaches*.”)
- (12) CWS has additionally breached the Agreement, as set forth on the attached Exhibit “A” (the “*Miscellaneous Breaches*,” and collectively with the Material Breaches, the “*Breaches*”).

Please take notice that CWS will be deemed in default under the Agreement if it fails to cure the above-identified Breaches within the prescribed time period, as indicated in this Notice. Further, should CWS fail to timely cure any of these Breaches, the City retains the right to provide CWS with a notice of intent to terminate the Agreement.

Please take further notice that this Notice also serves as the Notice of Violations under the Liquidated Damages provision, pursuant to Section 9.12 et seq. of the Agreement. Accordingly, should the Breaches, conditions, poor public service, and/or nuisance conditions, as identified herein, continue past the permitted time allotted, **the City further retains the right to seek Liquidated Damages as permitted under the Agreement for each of the uncured Breaches.**

II. NATURE OF BREACHES AND ACTIONS TO CURE

More specifically, CWS is in default with respect to each of the Breaches and, the necessary actions that must be taken by CWS to cure such Breaches, are as follows:

A. MONETARY BREACHES

(1) CWS FAILED TO PAY THE LATE PAYMENT PENALTIES FOR THE ONE-TIME ADMINISTRATIVE FEE OF ONE-HUNDRED THOUSAND DOLLARS (\$100,000.00)

Pursuant to Section 3.3(ii) of the Agreement, in exchange for the City granting the franchise, CWS was required to pay to the City a one-time administrative fee, to be paid within thirty (30) days of the Agreement’s “Execution Date.”³ Therefore, the \$100,000.00 owed to the City was due as of no later than July 31, 2018. In a Notice of Monetary Default dated March 25, 2019, the City notified CWS of its failure to deliver the \$100,000 and demanded payment of the administrative fee, plus late payment penalties in the amount of \$12,649.26. On April 30, 2019, CWS delivered a cashier’s check for \$100,000.00 to the City (nearly 11 months after it was originally due). However, CWS did not pay—and still has not paid—the associated late penalties. As such, CWS continues to be in a material breach of the Agreement.

As you are aware, Section 9.4 subjects CWS to a compounding late payment penalty of 1.5% per month, or any fraction of a month, for any failure to perform monetary obligations

³ The City is informed that the Execution Date of the Agreement was no later than July 1, 2018.
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under the Agreement. Accordingly, the City therefore demands that on or before June 17, 2019—*i.e.*, the Monday that is the date following ten (10) days from the date of this Notice, as required by the Agreement—CWS pay \$16,054.11 in late payment penalties.

(2) CWS HAS FAILED TO PROVIDE THE CITY WITH PROOF OF THE ONE MILLION DOLLAR (\$1,000,000.00) SURETY PERFORMANCE BOND.

Pursuant to Section 3.3 of the Agreement, CWS was required to submit a \$1,000,000.00 Performance Bond as a condition precedent to the effectiveness of the Agreement. The purpose of this “Performance Bond” is to guarantee CWS’s faithful performance of the waste hauling services under the auspices for the Agreement, including without limitation, payment of any penalty and the funding of any work to cure a breach of the Agreement. (See Agreement, Section 11.3.) Despite this clear contractual obligation, as of the date of this Notice, CWS has failed to deliver such Performance Bond to the City. Moreover, although CWS stated that it would provide the Performance Bond within 24 hours of the meeting, the City has still not received the Performance Bond as of the delivery of this Notice.

Notwithstanding that this CWS obligation is a condition precedent to the effectiveness of the Agreement, the City demands that on or before June 17, 2019—*i.e.*, the Monday following ten (10) days from the date of this Notice—CWS shall provide the City with the \$1,000,000 surety Performance Bond.

(3) CWS HAS FAILED TO PROVIDE THE CITY WITH PROOF OF EXISTING INSURANCE COVERAGE.

Pursuant to Article 11 of the Agreement, CWS is required to procure and maintain at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

- (A) Comprehensive General Liability Insurance (Section 11.1.1);
- (B) Workers Compensation Insurance (Section 11.1.2);
- (C) Automotive Insurance (Section 11.1.3); and,
- (D) Umbrella Insurance (Section 11.1.4).

The City, its officers, employees, and agents shall be named as additional insureds on such policies. As of the date of this Notice, CWS has failed to deliver, or caused to be delivered, to the City the requisite certificates of insurance or insurance binders evidencing updated policies currently in effect. Moreover, although CWS stated that it could provide the proof of insurance within 24 hours of the Meeting, the City has still not received the requisite certificates of insurance or insurance binders evidencing the current policies as of the delivery of this Notice.

Specifically, CWS has failed to submit evidence of insurance that indicates that CWS has active insurance policies in place (Sections 11.1.1-11.1.4) following the May 3, 2019 expiration date of the prior policies. Pursuant to Section 11.1.5, all of these policies of insurance shall



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provide that said insurance may not be amended or cancelled without providing thirty (30) days' prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, CWS shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 11.1 to the City Manager.

Accordingly, despite that proof of insurance is a requirement for performance under the Agreement, the City demands that on or before June 17, 2019—i.e., the Monday following ten (10) days from the date of this Notice, as required by the Agreement—CWS provide the City with evidence of the existence of current and existing insurance policies, as required in the Agreement.

Please be advised that in the event CWS does not cure any of the above Monetary Breaches in accordance with this Notice by Monday, June 17, 2019, CWS shall be deemed in default under the Agreement, and the City shall be authorized to pursue termination of the Agreement, in accordance with Section 9.3 et seq.

B. NON-MONETARY BREACHES

(4) CWS HAS FAILED TO MEET THE DIVERSION RATES REQUIRED BY AB 939

Pursuant to Section 5.1, CWS must meet AB 939's requirement that the City divert 50% of its solid waste. As CWS is aware, a failure to meet the 50% diversion rate subjects the City to the possibility of penalties by the California Integrated Waste Management Board. In addition to meeting the 50% diversion requirements of Section 5.1, Section 5.2 of the Agreement requires CWS to achieve a 75% diversion rate for Construction and Demolition Debris. Pursuant to Section 5.5, a failure to maintain the diversion programs established by the Agreement is a material breach. Section 5.9 provides that CWS's failure to divert the required amount of solid waste shall be considered a material breach of the Agreement.

During the last two full quarters of 2018, and the first quarter of 2019, CWS was the exclusive franchise hauler for the residential and the commercial sectors. The tonnage reports for the year 2018 submitted by CWS indicate that CWS achieved a 129.82% diversion rate for the third quarter block grant clean-up ("*CDBG*"), while achieving an overall 6-month diversion rate of 42.21%. However, upon review by the City's solid waste consultant, MuniEnvironmental, LLC ("*Consultant*"), and that of CalRecycle, it was apparent that the tonnage reports were inaccurate. The Disposal Reporting System ("*DRS*") maintained by the State of California reports that the actual achieved citywide diversion rate was 18.13%. DRS disposed tonnages include all waste allocated to City. Consultant has petitioned the Los Angeles County Sanitation Districts to produce disposal records from CWS in order to reconcile the discrepancies.

The disposal tonnage figures collected from the DRS reporting system is used when calculating a city's actual 50% landfill diversion rate, which is measured by calculating the amount of waste generated per person, per day. In 2007, CalRecycle established a new



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calculation process (SB 1016) to correct base-year (1990) generation for changes in population and economics, disposal tonnages, goal achievement and diversion.

SB 1016 simplifies the measurement process –moving away from the complexities of diversion estimates and instead measuring per capita disposal –that is, disposal per person within a particular Jurisdiction. In the 2017 reporting year, the new calculation process identified the City of Hawaiian Gardens’ 50% diversion target at 3.7 pounds per person per day (“*PPPPD*”). Based upon the population estimate of 14,625, and the reported disposal of 11,363 tons, the actual disposal calculation ended up being 4.3, garnering the city a diversion rate of just 35%.

Utilizing the same population count and *PPPPD* disposal target of 3.7 (the same year over year) as 2017, and applying the actual 10,861.58 2018 disposal tonnages from the DRS, the City of Hawaiian Gardens has an estimated diversion rate of 43.1%. It should not go without mentioning, CWS only provided collection services for the 3rd and 4th quarters of 2018. Due to this fact, City must estimate the amount of diversion by tonnage figures reported by CWS and the DRS for the 3rd and 4th quarters of 2018.

Hauler Reported Calculation

Period 2018	Hauler/Program	Collected	Disposed (Hauler)	Hauler Reported Diversion Rate
QTR 3	CWS	3,366.81	1,859.25	44.78%
QTR 3	CWS/CDBG	252.39	83.15	67.05%
QTR 4	CWS	3,001.64	1,948.89	35.07%
QTR 4	CWS/CDBG	175.61	36.06	79.47%
		6,796.45	3,927.35	42.21%

Disposal Reporting System Calculation

Period 2018	Hauler/Program	Collected	Disposed (DRS)	DRS Reported Diversion Rate
QTR 3	CWS	3,366.81	2,393.74	33.86%
QTR 3	CWS/CDBG	252.39		
QTR 4	CWS	3,001.64	3,170.63	0.21%
QTR 4	CWS/CDBG	175.61		
		6,796.45	5,564.37	18.13%



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Due to the extreme discrepancies in the amount of waste reported as disposal by CWS and the DRS, City has requested certified weight scale tonnage reports from each utilized disposal and non-disposal entity. Regardless, in each of the above tables, CWS has failed to meet the 50% diversion rate requirement. Pursuant to Sections 4.13.3, 4.3.4, and 4.13.5, CWS is required to implement mandatory Commercial Recycling (AB 341) and Mandatory Organics Recycling (AB 1826) as proposed in Contractor’s Solid Waste and Recycling Proposal “Work Plan.” CWS is required to implement certain Commercial and Organics recycling activities that requires CWS to recycle at least 50% of the “collected waste.” Based upon CalRecycle Requirements, those businesses that generate 4-cubic yards or more of waste per week, must implement AB 341 “Mandatory Commercial Recycling” practices.

Commercial Services Diversion Rate

2018	Collected	Disposed	Diversion Rate
3rd Qtr.	1,737.28	1,064.91	38.70%
4th Qtr.	1,660.58	1,179.44	28.97%
Total	3,397.86	2,244.35	33.95%

Total Commercial & Multi-Family Bin Customers

2018	Collected	Disposed	Diversion Rate
3rd Qtr.	1,871.11	1,156.69	38.18%
4th Qtr.	1,785.89	1,295.19	27.48%
Total	3,657.00	2,451.88	32.95%

Pursuant to the reports submitted by CWS, the guaranteed diversion rate for the commercial sector achieved a total diversion rate for the 3rd and 4th quarters of 33.95%. This number do not take into consideration the DRS tonnage figures, only those supplied by CWS.

On May 15, 2019, the City and CalRecycle participated in the 2018 Annual (AB 939) Reporting Conference call in order to review the City’s progress on the implementation of required AB 939 programs of Diversion. CalRecycle representatives along with the City’s solid waste and recycling Consultant concluded that the reports submitted by CWS, and the diversion rate thereof, indicate that certain mandatory recycling programs were not successfully implemented or maintained.

Due to the disposal tonnage discrepancies and the unsuccessful implementation of mandatory recycling programs, CalRecycle representatives suggested that the City submit an informal “action plan” that addresses all of the mandatory recycling deficits prior to the City



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being placed on a formal non-compliance notice, in which the City Manager would be required to meet with CalRecycle regulators in Sacramento. MuniEnvironmental is currently preparing this informal action plan to address all program shortfalls in order to procure additional time to implement mandatory recycling programs as required in the Franchise Agreement.

Because CWS has failed to meet the diversion requirements, the City demands that CWS pay for all costs, fees, expenses, and otherwise (including, but not limited to all relevant staff hours, City expenses, and consultant work) expended by the City to comply with the State's demands to cure the diversion rates, including a potential compliance order. The City will provide an invoice under separate cover to CWS itemizing each cost, fee, expense, or otherwise.

Additionally, should the City be fined, penalized, or otherwise as a result of CWS's failure to comply with the law, CWS shall be responsible for paying or reimbursing all associated fines, penalties, or otherwise. See Sections 5.7, 11.2, 11.3, and 11.4.

Accordingly, the City demands that on or before July 5, 2019—i.e., within thirty (30) days from the date of this Notice—CWS immediately comply with the diversion requirements required by AB 939. The City demands that within this thirty (30) days, CWS provide all documents proving this compliance, to the City's satisfaction, that it is meeting the diversion rate required by AB 939 (including but not limited to all certified receipts).

(5) CWS HAS FAILED TO PROVIDE THE CITY WITH THE REQUESTED SUPPLEMENTAL INFORMATION AND DOCUMENTATION REGARDING CWS'S QUARTER 3 - 2018 REPORT.

On December 18, 2018, the City sent CWS a letter requesting additional information and documentation regarding CWS's quarterly report for Quarter 3 - 2018 by no later than January 15, 2019. On January 16, 2019, the City followed-up with CWS regarding the missing information and documentation. As of the date of this Notice, the City has not received the requested information and documentation.

As CWS is aware, AB 939 requires the City to meet certain diversion requirements, as well as properly and accurately report to CalRecycle these diversion rates. Without the necessary documentation from CWS, the City is unable to accurately report to CalRecycle, which puts the City at risk to receive penalties from the State. Section 5.8 requires CWS to provide the City with monthly, quarterly, and annual reports that are sufficient and adequate to meet the City's reporting requirements to CalRecycle and comply with AB 939. Please note that the definition of "Material Breach" is defined, in relevant part, in the Agreement as the "failure to meet the required diversion amounts, failure to report accurately, [and] failure to cooperate with request for documents." Ultimately, Section 9.1(vii) considers the refusal to provide the City with required information, reports, or test results in a timely manner as a material breach that could result in immediate termination of the Agreement without compliance of the Notice of Default



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provisions.⁴ Thus, CWS's failure to provide the City with the necessary records and information to accurately report under AB 939 is a material breach of the Agreement.

Accordingly, the City demands that on or before July 5, 2019—i.e., within thirty (30) days from the date of this Notice—CWS provide the City with the additional documentation and information as previously requested by the City.

(6) CWS HAS FAILED TO PROVIDE THE CITY WITH CERTIFIED TONNAGE REPORT RECEIPTS WITH ITS QUARTERLY REPORTS FOR THE BLOCK CLEAN-UPS FROM ACE DIVERSION.

CWS has been submitting incomplete non-certified, handwritten tonnage report receipts for the Block Clean-Ups Quarterly Reports from Ace Diversion. Section 5.8.1(ii) requires that tonnage reports must be certified and retained for the entire period of the Agreement. If Ace Diversion does not utilize certified scales or have the ability to print certified weight tickets, CWS must have written authorization from the City Manager, prior to utilizing Ace Diversion. To the City's knowledge Ace Diversion has certified scales and the ability to print certified weight tickets. Additionally, CWS does not have the written authorization from the City Manager to use Ace Diversion if they do not utilize certified scales.

Accordingly, the City demands that on or before July 5, 2019—i.e., within thirty (30) days from the date of this Notice—CWS provide certified tonnage reports from Ace Diversion for the Block Clean-Ups from all quarters from July 1, 2018 until the present.

(7) CWS HAS FAILED TO PROVIDE THE CITY WITH ACCURATE AND COMPLETE TONNAGE REPORTS FOR THE BLOCK CLEAN-UPS.

CWS's tonnage reports for the Block Clean-Ups are incomplete and inaccurate. As stated above, CWS's failure to properly report its diversion requirements negatively affects the City's ability to comply with the State waste reporting requirements. Section 8 sets forth the reporting requirements for CWS to the City, the violation of which is a material breach of the Agreement.

First, the handwritten tonnage report receipts from Ace Diversion are incomplete and missing information. For example, the receipts are missing who inspected the vehicle and whether any material was rejected. The City demands that Ace Diversion provide tonnage receipts that are fully completed.

Second, the tonnage report receipts from Ace Diversion show the exact same percentages for each of the materials collected for each bin. For example, the previously submitted tonnage

⁴ The City believes that the described herein constitutes a breach that falls within the City's authority to commence immediate termination proceedings in accordance with Section 9.1(vii) of the Agreement. However, without waiving any rights and in an effort to find a conciliatory resolution, the City provides this Notice with respect to the Non-Monetary Breaches in accordance with Section 9.3, which affords CWS thirty (30) days from the date hereof to cure this breach.



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receipts show each bin collected 3% OCC/Paper, 4% Plastic, 5% Carpet, 65% Wood, and 23% Trash, and 1% OCC/Paper, 4% Plastic, 15% Carpet, 67% Wood, and 27% Trash, respectively.

The City does not understand how each bin collected for the Block Clean-Ups are comprised of the exact same percentage of waste. Additionally, for December 2018, CWS somehow collected 114% worth of waste material. The City demands certified tonnage report receipts from Ace Diversion proving these handwritten tonnage receipts are accurate. Again, the failure to accurately report is a material breach of the Agreement.

Third, CWS has only provided tonnage report receipts from Ace Diversion. To the City's knowledge, Ace Diversion only accepts construction and demolition ("C&D") materials, which means there should be additional facilities that CWS disposes of non-C&D materials collected during the Block Clean-Ups. CWS has provided no tonnage report receipts for the final destination of these non-C&D materials collected during the Block Clean-Ups. Accordingly, CWS is failing to provide the City with complete and accurate information for its diversion rates of the Block Clean-Ups. As such, the City demands that CWS provide certified tonnage report receipts from each of the facilities that CWS deposits waste material for the Block Clean-Ups.

Fourth, CWS has not been completing the quarterly reports correctly. For example, in the Quarter 3 report, CWS inputted the "total incoming" tonnage in the "total recycled" cells and therefore incorrectly calculated the "total residual" waste. These kinds of clerical mistakes by CWS are common and unacceptable. The City provides CWS with straightforward reporting forms and expects that CWS can reasonably input the correct information. CWS submitting consistently incorrect forms makes it difficult for the City to efficiently and effectively report to the State, because it has to perform CWS's duties, as well. The City demands that CWS correctly complete its reporting documents and submit accurate quarterly reports.

Accordingly, the City demands that on or before July 5, 2019—*i.e.*, within thirty (30) days from the date of this Notice—CWS (1) submit complete and certified tonnage report receipts from Ace Diversion; (2) submit certified tonnage report receipts from each facility where CWS disposes of waste for the Block Clean-Ups; and (3) submit accurate and error free quarterly reporting documents.

**(8) CWS HAS FAILED TO IMPLEMENT THE ORGANICS RECYCLING PROGRAM
REQUIRED UNDER AB 1826.**

To the City's knowledge, the organic recycling program required under AB 1826 has not been fully implemented. Section 4.13.4 requires CWS to provide organics recycling to all commercial customers, in accordance with AB 1826. Section 4.13.5 requires commercial properties subject to AB 1826 who are not implementing mandatory organic recycling programs to have all residual material processed at a material recovery facility. CWS must recover and recycle at least 50% of the collected waste. Those customers who implement AB 1826 recycling through a third-party recycler must provide evidence that their program meets the requirements of AB 1826. Customers refusing to implement AB 1826 shall be charged a material recovery



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facility processing fee. As of the date of this Notice, the City does not have any documentation or evidence that CWS has fully implemented these requirements, which is causing the City to fall out of compliance with AB 1826.

During the Meeting, CWS claimed that it has implemented this program for approximately 60% of “participating cooperating businesses.” However, the City has no evidence of this alleged business compliance. Additionally, CWS has provided no documentation or information to the City regarding businesses that refuse to comply with AB 1826.

Notably, CWS made a number of promises in Section 6 of its bid proposal, which are incorporated in the Agreement pursuant to Section 1.19. Section 6.4.5 of CWS’s bid proposal promises that CWS will offer organic waste recycling service to business that fall under AB 1826 starting January 1, 2019. CWS’s bid proposal also promised that all commercial businesses will receive an invitation to participate in the organics program, along with specific information and instructions on what materials are allowed and not allowed. CWS also promised that a contractor of CWS (Clements) will visit each business to provide one-on-one introductory presentation on food waste recycling as well as conduct a food waste survey. Businesses enrolled in the AB 1826 program will be provided a 64- or 96-gallon waste carts. Businesses enrolled will also receive quarterly program specific informational packets relating to organic and food waste recycling and relevant state regulations.

As of the date of this Notice, CWS has submitted documentation of one customer (Pollo Inka) implementing a 96-gallon organics recycling program, however, no documentation has been submitted that would indicate that any of the remaining organic generators’ waste stream is being processed at a Materials Recovery Facility.

Accordingly, the City demands that on or before July 5, 2019—i.e., within thirty (30) days from the date of this Notice—CWS fully implement the requirements of AB 1826.

(9) CWS HAS FAILED TO HAS FAILED TO ADEQUATELY IMPLEMENT MANDATORY COMMERCIAL RECYCLING REQUIRED UNDER AB 341.

The mandatory commercial recycling program required under AB 341 has not been fully implemented. Section 4.13.3 requires CWS to provide commercial recycling to all commercial customers, in accordance with AB 341. Section 4.13.5 requires commercial properties subject to AB 341 who are not implementing mandatory commercial recycling programs to have all residual material processed at a material recovery facility. CWS must recover and recycle at least 50% of the collected waste. Those customers who implement an on-site AB 341 recycling through a third-party recycler must provide evidence that their program meets the requirements of AB 341. Customers refusing to implement AB 341 shall be charged a material recovery facility processing fee.



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Notably, CWS made a number of promises in Section 6 of its bid proposal, which are incorporated in the Agreement pursuant to Section 1.19. Sections 6.3.2, 6.4.4 and 6.4.6 of CWS's bid proposal promises that CWS will offer mandatory commercial waste recycling service to businesses that fall under AB 341. CWS's bid proposal also promised that all commercial businesses will receive an invitation to participate in the commercial recycling program, along with specific information and instructions on what materials are allowed and not allowed. CWS also promised that a contractor of CWS (Clements Environmental) will visit each business to provide one-on-one introductory presentation on commercial recycling as well as conduct annual waste characterization studies. Businesses enrolled in on-site AB 341 commercial recycling programs will be provided commercial recycling bins. Businesses enrolled will also receive quarterly program specific informational packets relating to commercial waste recycling and relevant state regulations.

As of the date of this Notice, CWS has submitted documentation that eleven (11) customers have implemented an on-site third-party recycling program and one newly established CWS commercial recycling program. However, no documentation has been submitted that would indicate that any of the remaining generated commercial waste stream is being processed at a Materials Recovery Facility.

Accordingly, the City demands that on or before July 5, 2019—i.e., within thirty (30) days from the date of this Notice—CWS fully implement the requirements of AB 341.

(10) CWS HAS FAILED TO PROVIDE PROOF OF A PURCHASE ORDER FOR THE ACQUISITION OF A CLEAN-AIR VEHICLE FLEET

Section 6.1.1 of the Agreement requires that during the first year of the Agreement, CWS shall provide evidence of a purchase order for a fleet of new clean-air vehicles sufficient in number and capacity to perform efficiently the work required. The delivery of the vehicles must be on or before the thirteenth month of the Agreement, which is August 1, 2019. As of the date of this Notice, CWS has not provided the City with any evidence that it has purchased a fleet of new clean-air vehicles, despite August 1, 2019 being less than two months away. Failure to obtain this fleet is considered a material breach of the Agreement. At the meeting, CWS claimed that it had purchased the fleet back in August 2018; however, CWS has not provided any proof of this acquisition to the City.

Accordingly, the City demands that on or before July 5, 2019—i.e., within thirty (30) days from the date of this Notice—CWS provide the City with evidence of a purchase order for a fleet of new clean-air vehicles sufficient in number and capacity to perform efficiently the work required.



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(11) CWS HAS FAILED TO IMPLEMENT ON-SITE MULTI-FAMILY MRF PROCESSING

Pursuant to Section 6.3.2 of CWS’s proposal, which is incorporated in the Agreement pursuant to Section 1.19, CWS promises to deliver multi-family containers to the SERRF plant and Puente Hills MRF. CWS promises that between these two processing plants, CWS will achieve at least 50% diversion for all collected multi-family waste materials. At the meeting, CWS claimed that it was fully complying with this provision. However, as of the date of this Notice, CWS has not provided any documentation or reports that indicate compliance with this provision. Pursuant to quarterly reports submitted by CWS, the Multi-Family Sector has achieved an overall diversion rate of 19.92%.

Multi-Family Diversion Rate

2018	Collected	Disposed	Diversion Rate
3rd Qtr.	133.83	91.78	31.42%
4th Qtr.	125.31	115.75	7.63%
Total	259.14	207.53	19.92%

Accordingly, the City therefore demands that on or before July 5, 2019—i.e., within thirty (30) days from the date of this Notice—CWS provide the City with all documentation and evidence of compliance with Section 6.3.2 of CWS’s proposal.

Please be advised that in the event CWS does not cure any of the above Non-Monetary Breaches in accordance with this Notice by Friday, July 5, 2019, CWS shall be deemed in default under the Agreement, and the City shall be authorized to pursue termination of the Agreement, in accordance with Section 9.3 et seq.

C. MISCELLANEOUS DEFAULTS

The above breaches are material for the purposes of immediately executing the obligations of the Agreement. However, CWS has also engaged in an unprecedented and unacceptable amount of breaches that, while individually may not rise to the level of materiality, collectively constitute a material breach of the Agreement. Attached as Exhibit “A” to this Notice is an extensive list of all currently known breaches in which CWS has either failed to provide the City with the necessary information needed to report to CalRecycle, failed to implement specific programs as set forth in the Agreement and proposal, or is past due on various obligations.

As you will see, this list is over three pages which questions whether CWS has the capability and capacity to perform the Agreement. CWS warranted that it had the ability,



BEST BEST & KRIEGER
ATTORNEYS AT LAW

June 5, 2019
Page 14

expertise, and experience to perform the Agreement. CWS is severely underperforming its obligations, yet is reaping the benefits of the City's Solid Waste Franchise. Despite this, the City understands that not all of these items can be cured immediately. As such, for the items identified in Exhibit "A," the City is willing to provide CWS with additional time to cure the breaches for purposes of not terminating the Agreement. The City does not, however, waive its right to seek liquidated damages for each of the breaches that are not cured within thirty (30) days.

Accordingly, the City demands that on or before July 5, 2019—*i.e.*, within thirty (30) days from the date of this Notice—CWS provide evidence of any steps taken to cure each and every breach identified in Exhibit "A." Notwithstanding the foregoing, and without waiving any of the City's rights, should CWS need additional time to cure any of the Miscellaneous Breaches, it may seek an extension from the City but shall provide an explanation for why it could not timely cure the breach, in accordance with the Agreement. Note, however, that after this thirty (30) day time period, any outstanding breaches will be considered as a part of the City's liquidated damages claim.

III. CONCLUSION

As shown above, CWS has materially breached the Agreement and, if not cured within the identified time period, will be in default. Accordingly, unless CWS fully and completely cures these Breaches, or makes alternative arrangements acceptable to the City for the required corrective action, the City will have no choice but to issue a notice of intent to terminate the agreement, pursuant to Article 9. The City reserves its right to pursue any and all contractual and legal remedies, including without limitation to further pursue and/or provide additional notices of default with respect to any additional violations, breaches, failures, or defaults under this Agreement, regardless of whether such events have already occurred and/or are continuing to occur and to further collect all outstanding monies, debts, fees, damages (including liquidated damages) and penalties afforded to it under the Agreement and the law.

The City believes that the breaches identified herein create poor public service and the City will impose a \$250 per day, per violation, penalty for the first three (3) days, and starting on the fourth day shall increase the amount to \$500 per day, per violation, until the violations are cured. The City and its residents should not be forced to foot the bill for the continued and inexplicitly bad public service CWS is providing to the City and its residents.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

June 5, 2019

Page 15

If you have any questions with regard to the this Notice, please do not hesitate to contact me or John Natalizio (Email: John.Natalizio@bbklaw.com; T: (213) 542-3862) of our office.

Sincerely,

A handwritten signature in cursive script that reads "Megan K. Garibaldi".

Megan K. Garibaldi
BEST BEST & KRIEGER LLP
Interim City Attorney, City of Hawaiian Gardens

cc: Ernie Hernandez, City Manager (*via email only*)
Viken Pakradouni (*via email only*)



BEST BEST & KRIEGER
ATTORNEYS AT LAW

June 5, 2019
Page 16

EXHIBIT "A"

[See Attached]

City of Hawaiian Gardens

Solid Waste & Recycling Agreement Deficiencies

Item #	General Activity (CalRecycle)	Request for Information	Status
1	Report number of commercial locations subject to AB 341 (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
2	Report number of commercial locations subject to AB 1826 (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
3	Report number of, and address of commercial locations that have implemented an AB 341 Program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
4	Report number of, and address of commercial locations that have implemented an AB 1826 Program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
5	Report number of multi-family locations subject to AB 1826 (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
6	Report number of, and address of Multi-Family locations that have implemented an AB 1826 Program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
7	Site Visits – Customers, addressees, & field notes of all commercial and multi-family site visits. (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
8	Report number and location of each customer that have NOT implemented an AB 341 Program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
9	Report number and location of each customer that have NOT implemented an AB 1826 Program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
10	Identify/report and produce diversion reports from the Facility that processed commercial waste from customers the do NOT have an AB 341 recycling program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
11	Identify/report and produce diversion reports from the Facility that processed multi-Family from customers that do NOT have an AB 341 recycling program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
12	Identify/report and produce diversion reports from the Facility that processed commercial waste from customers the do NOT have an AB 1826 recycling program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
13	Identify/report and produce diversion reports from the Facility that processed multi-Family from customers that do NOT have an AB 1826 recycling program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
14	Contamination: commercial recycling & organics recycling –	<i>CalRecycle</i>	Pending

	Procedures/Tagging/Outreach (Pursuant to Section 6.8 of the Proposal)	Req.	
15	Composting/Vermiculture Tonnage reports for Curbside and Bin collected Green-Waste (Pursuant to Section 6.8 of the Proposal)	CalRecycle Req.	Pending
16	Cart Counts: Number of Residents with each size Container (96/64/35) Trash/Organics/Recyclables (Pursuant to Section 6.8 of the Proposal)	CalRecycle Req.	Pending
17	Cart Counts: Number of Residents with Multiple Carts (Organics & Recyclables) (Pursuant to Section 6.8 of the Proposal)	CalRecycle Req.	Pending
	Specific Activity: Proposal	Section of Proposal	Agreement Section
18	Evidence of 70% Diversion Rate, as presented in the Proposal Cover Letter.	Cover Letter & Section 18	
19	Evidence of the \$10,000.00 "Annual Contribution in Scholarships" to Hawaiian Gardens residents seeking higher education.	Cover Letter	
20	Backyard Composting Classes: Evidence on implementation	Cover Letter	
21	Shred Events: Provide Schedule of these two annual events	Cover Letter	
22	Sharps: Provide outreach materials/customer counts/and containers distributed to date.	6.3.6	
23	Copy of the Puente Hills Agreement for MRF processing of M/F and commercial waste identifying Hawaiian Gardens as the recipient of the diversion.	6.3.2	
24	Mulch Give-A-Way: Schedule of Events (2 nd Year starting 7/1/19)	6.1.17	
25	Residential: Organics & Foodwaste Recycling	6.2.1	
26	Multi-Family: Evidence of 50% Diversion Rate	6.3.2	
27	Multi-Family: Organics Recycling Implementation & Support Documentation (Site visits, Cart Placement, PEM's, Foodwaste Surveys, Characterization Studies)	6.3.8	
28	Commercial: AB 341 Implementation (Qtr. PEM's, Waste Characterization reports) On-Site Separation (50% Diversion)	6.4.4	4.13.3
29	Commercial: AB 341 Implementation (Qtr. PEM's, Waste Characterization reports) MRF Processing (50% Diversion)	6.4.6	4.13.5
30	Commercial: Organics Recycling Implementation & Support Documentation (Site visits, Cart Placement, PEM's, Foodwaste Surveys, Characterization Studies) Starts January 1, 2019	6.4.5	4.13.4 & 14.13.5
31	All Sector: Oak Tree Green Waste Processing and SERRF	6.6	
32	Fleet Safety Management: Evidence of Training	10.0	
33	Excluded Driver Procedure: Evidence Quarterly MVR	10 (A.4)	
34	New Employee Training: Provide documentation of Smith System's Program Completion.	10 (B.1)	

35	Existing Employees: Annual Evaluation Report	10 (B.2.a)	
36	Existing Employees: Monthly Driver Safety, Provide reports and notes of these meetings.	10 (B.2.b)	
37	26 Point Implementation Plan: <u>Residents Job Fair</u> (Evidence thereof)	11.3.e	
38	26 Point Implementation Plan: <u>Public Awareness Campaign</u> (Evidence thereof of all 3 Public Awareness Mailers)	11.3.e	
39	26 Point Implementation Plan: <u>Residents Job Fair</u> (Evidence thereof)	11.3.e	
40	Local Office: Evidence that Contractor opened a local office	12.7	
41	Copies of Call logs and Complaint logs	12.7	
42	Updated Insurance Certificates	14.0	
	Specific Activity: Agreement	Section of Agreement	Status
43	Annual AB 939 Payment of \$25,000	3.2	Past Due
44	Annual Performance Audit Payment of \$25,000	3.2	Past Due
45	Provided evidence that Company has a \$1,000,000.00 performance bond in place.	3.3	Past Due
46	Bulky Item Report: Weekly Report to City	4.9.4	Past Due
47	Semi-Annual Newsletter: 2 nd month, 8 th month (City Review)	4.12.iii	Past Due
48	Franchisee Website: Update Web-Site, AB 341, AB 1826, SB 1383, E-Waste, U-Waste, Sharps, Senior Discount (Submit to City for Review)	4.12.iv	Past Due
49	Corrective Action: "Red Tag" Notice (Provide report to city of all "Red-Tag notices)	4.12.x	Past Due
50	Quarterly Curb-Side Audits: Provide reports to City	4.20	Past Due
51	50% City-Wide Diversion: Provide Documentation from each processor.	5.1	Past Due
52	75% Construction & Demolition Debris: Provide Documentation	5.2	Past Due
53	SHARP5 Diversion Program Implementation: Include semi-annual outreach for approval	5.4	Past Due
54	Education: All outreach materials must be in English/Spanish/Korean	5.6.1	Past Due
55	How-To-Video: Provide Video	5.6.2	Past Due
56	Reporting: Quarterly Reports must be submitted complete and accurately (See above items # 1-14, 16 and 17)	5.8 & 5.8.1	Past Due
57	Reporting: Quarterly Reports - Certified weight tickets from each facility utilized	5.8.1	Past Due

58	Annual Report: Provide as required in section 5.8.2 (See above items # 1-14, 16 and 17)	5.8.2	Past Due
59	Reporting: Disposal/Diversion reporting records from each facility used, including but not limited to LAC Sanitation, Gabriel Container, Tzeng Long, Oak Tree, Ace Diversion, and DART. (2018-2019)	5.8.1 & 5.8.2	Past Due

ATTACHMENT "E"

Item #1

Administrative Fee Interest

Produced prior to
June 17th 2019

Item #1: CWS paid the city of Hawaiian Gardens \$100,000.00 Administrative fee in April of 2019. The fee was due upon execution of the contract. I have provided a copy of the invoice received and the due date of the invoice. Also, I have provided a email from the city clerk when the contract was fully executed. I have made a chart explaining the correct interest charges and a cashier's check will be delivered to the City of Hawaiian Gardens on or before June 17th, 2019.

Month	Interest Amount
January	\$1,500.00
February	\$1,522.50
March	\$1,545.34
April	\$1,568.52
May	\$1,592.05
Total	\$7,728.41

INVOICE



**CITY OF
 HAWAIIAN GARDENS**
 21815 Pioneer Boulevard
 Hawaiian Gardens, CA 90716
 (562) 420-2641

DUE DATE	INVOICE DATE	TOTAL DUE	PAYMENT AMT.
12/25/2018	12/5/2018	\$100,000.00	
INVOICE NO.	REFERENCE NO.	CUSTOMER NO.	PAGE
00825			1

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COMMERCIAL WASTE SERVICES INC.
 1530 DATE STREET
 P.O. BOX 820
 MONTEBELLO, CA 90640

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CITY OF HAWAIIAN GARDENS
 ATTN: KATHRYN WEBB
 21815 PIONEER BOULEVARD
 HAWAIIAN GARDENS, CA 90716

QUANTITY	ITEM CODE	DESCRIPTION	PRICE	AMOUNT
		ONE-TIME ADMINISTRATIVE FEE PER AGREEMENT ARTICLE 3.3 DUE UPON RECEIPT OF INVOICE		\$100,000.00
			TOTAL DUE	\$ 100,000.00

Subject: RE: Franchise Agreement - CWR Services
Date: Tuesday, December 4, 2018 at 11:48:14 AM Pacific Standard Time
From: Linda Hollinsworth
To: Lucie Colombo, Haik Petrosian, aron@cwrservices.com
CC: Mishaun Watkins, Ernie Hernandez, Ramie Lepe, Robert Salazar, Joe Vasquez
Attachments: image002.jpg, image003.jpg

Thank you.

Linda Hollinsworth
Finance Director/Treasurer
City of Hawaiian Gardens
21815 Pioneer Blvd.
Hawaiian Gardens, CA 90716
Phone: 562-420-2641 Ext 236
E-mail: lindah@hgcity.org



From: Lucie Colombo
Sent: Tuesday, December 04, 2018 10:54 AM
To: Lucie Colombo; Haik Petrosian; aron@cwrservices.com
Cc: Mishaun Watkins; Ernie Hernandez; Linda Hollinsworth; Ramie Lepe; Robert Salazar; Joe Vasquez
Subject: RE: Franchise Agreement - CWR Services
Importance: High

Sorry, I forgot to include the attachments.
Happy Holidays!
Lucie

From: Lucie Colombo
Sent: Tuesday, December 04, 2018 10:43 AM
To: Haik Petrosian; aron@cwrservices.com
Cc: Mishaun Watkins; Ernie Hernandez; Linda Hollinsworth; Ramie Lepe; Robert Salazar; Joe Vasquez
Subject: Franchise Agreement - CWR Services
Importance: High

December 4, 2018

Hi Everyone:

Attached please find the final and fully executed franchise agreement.

Thanks for everyone's assistance and patience.

Happy Tuesday!
Lucie

Lucie Colombo, CMC

Acting City Clerk/ Acting Records Manager
City of Hawaiian Gardens

21815 Pioneer Blvd.
Hawaiian Gardens, CA 90716
562.420-2641, Ext. 240

TODAY
WILL NEVER COME AGAIN.

Be a blessing

Encourage someone.

Take Time To Care.

**Let your words heal,
and not wound.**

Item #2

Performance Bond

Produced prior to
June 17th 2019

Annually Renewable Performance Bond

BOND # CMGP0002339 PREMIUM \$20,000.00 per annum

KNOW ALL MEN BY THESE PRESENTS: That Commercial Waste Services, Inc. (hereinafter called the Principal), and Argonaut Insurance Company (hereinafter called the Surety), are held and firmly bound unto City of Hawaiian Gardens (hereinafter called the Obligee), in the full and just sum of One Million and 00/100 Dollars (\$1,000,000.00) payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the day of July 1st, 2018 entered into a Contract with the Obligee for Comprehensive Solid Waste Services which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. This bond is for the term beginning June 13th, 2019 and ending June 12th, 2020. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force or amount of renewals.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

Signed and sealed this 12th day of June, 2019.

PRINCIPAL:

Commercial Waste Services, Inc.

By: 

SURETY:

Argonaut Insurance Company
c/o CMGIA - 20335 Ventura Blvd., Suite 426
Woodland Hills, CA 91364

By: 
Stephanie Hope Shear, Attorney-in-Fact

Bond No.: CMGP0002339

Premium: \$20,000.00

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shen, Elizabeth Santos, Lataanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings to suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

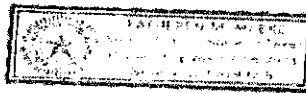
by: 

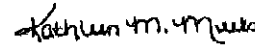
Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



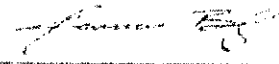


(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby verify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 12th day of June, 2019.




James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

On JUN 12 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____

Partner -- Limited General Partner -- Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

Item #3

Insurance Coverage

Produced prior to
June 17th 2019



Starr Surplus Lines Insurance Company
Chicago, IL 1-646-227-6300

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000066945191

Effective Date: May 3, 2019 at 12:01 A.M.

Named Insured: Commercial Waste Services, Inc

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY



Steve Blakey, President



Nehemiah E. Ginsburg, General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Millennium Corporate Solutions An ISU Network Member #0L12555 550 N Brand Blvd #1100 Glendale, CA 91203	CONTACT NAME: Megan Hillke PHONE (A/C, No, Ext): (818) 844-4118 FAX (A/C, No): (949) 879-7240 E-MAIL ADDRESS: M-Hillke@mcsins.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Starr Surplus Lines Insurance Company</td> <td>13604</td> </tr> <tr> <td>INSURER B:</td> <td>Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Starr Surplus Lines Insurance Company	13604	INSURER B:	Starr Indemnity & Liability Company	38318	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Commercial Waste Services Inc PO Box 820 Montebello, CA 90640																					


COVERAGES **CERTIFICATE NUMBER:** 18-19 WC 19-20 GLAU XS **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Site Pollution \$1,000,000 per claim GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	1000066945191	05/03/2019	05/03/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1000626058191	05/03/2019	05/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		1000337304191	05/03/2019	05/03/2020	EACH OCCURRENCE \$ 20,000,000
	AGGREGATE \$ 20,000,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	100 0003392	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All operations of the named insured for the certificate holder.
When required by written contract, Certificate Holder, is named as additional insured for General Liability per form SL023 attached.

CERTIFICATE HOLDER City of Hawaiian Gardens 21815 Pioneer Blvd Hawaiian Gardens CA 90716-1237	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

Item #10

Clean Air Vehicle Proof of Purchase


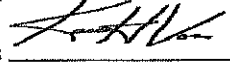
Produced prior to
June 17th 2019



Rush Truck Center, Los Angeles

8830 E Slauson Ave.
Pico Rivera, CA 90860
562-566-1800

Retail Sales Order

SALES ORDER		Date 08/15/18	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		COMMERCIAL WASTE SERVICES, INC.	
Make Peterbilt	Series 520	Customer's Name	1530 date Street Montebello CA 90640
Year 2020	Body Type FRONT LOADER	Street	City State Zip
Color WHITE	Trim PROBILT LH DRIVE		(800) 947-8224
Serial #		Federal Tax ID #	Business Phone Fax
Stock #		Purchaser's Name	
To be delivered on or about 8/1/2019		Street	City State Zip
2020 PETERBILT CAB/CHASSIS WITH BODGE CNG SYSTEM		Federal Tax ID #	Business Phone Fax
2019 CUMMINS ISX12N (BACT) 350HP		Kevin Voss	
FRONT LOADER BODY TO BE ADDED/ SEP		By Salesman	
SALES TAX RATE 9.5% CALCULATED		Truck Will be Titled In	Los Angeles County.
CUMMINS EXT COVERAGE 6YR/200K PLAN 1 (\$2310 INC)		LIENHOLDER INFORMATION	
PETERBILT 5 YR/150K EXT COVERAGE (\$3230 INC)		Date of Lien	
HVIP GRANT PROGRAM TO BE APPLIED		Lien Holder	
HVIP PROGRAM REQUIREMENTS MUST BE MET AS REQUIRED			
Sales Price	211,533.91	Draft Through	CUSTOMER LOC/ BANK
Factory Paid F.E.T.	18,460.00		HVIP \$45,000 SHOWN AS DOWN PAYMENT PER UNIT
F.E.T. Tire Credit	0.00		CARB E0# AO-21-0703 2019
Total Factory Paid F.E.T.	18,460.00		
Optional Extended Warranties	5,540.00		
Sub-Total	235,533.91		
Dealer Paid F.E.T. *	3,840.00	Total Used Vehicle Allowance *	0.00
Local Taxes	20,127.07	Less Total Balance Owed	0.00
Vehicle License, Transfer, Title, Registration Fee	3,650.00	Total Net Allowance on Used Vehicle(s)	0.00
Document Processing Charge	80.00	Deposit or Credit Balance	45,000.00
** Administrative Fee **	250.00	Cash with Order	0.00
Total Cash Delivered Price	263,480.98	←	45,000.00
Total Down Payment HVIP GRANT \$45K PER TRUCK	45,000.00		
Unpaid Cash Balance Due on Delivery	218,480.98		
A DOCUMENT PROCESSING CHARGE IS NOT A GOVERNMENTAL FEE. A DOCUMENT PROCESSING CHARGE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENT PROCESSING CHARGE MAY NOT EXCEED \$80.00. THIS NOTICE IS REQUIRED BY LAW.		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.	
** THE ADMINISTRATIVE FEE IS NOT A GOVERNMENTAL FEE **		INSURANCE	
		UNLESS A CHARGE IS INCLUDED IN THIS ORDER FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS ORDER.	
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		NOTICE. No person is required as a condition precedent to financing the purchase of an automobile that any insurance be negotiated or purchased through a particular Insurance agent or broker.	
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER		Customer's Signature  08/15/18	
THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.		Date	
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.		OFFER RECEIVED BY:  08/15/18	
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.		SALES REPRESENTATIVE Date	
		OFFER ACCEPTED BY: _____ Date	
		AUTHORIZED REPRESENTATIVE Date	



Rush Truck Center, Los Angeles

8830 E Slauson Ave.
Pico Rivera, CA 90660
562-566-1800

Retail Sales Order

SALES ORDER		Date 08/15/2018	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		COMMERCIAL WASTE SERVICES, INC.	
Make PETERBILT	Series 520	Customer's Name	1530 date Street
Year 2020	Body Type AUTOMATED SIDE LDR	Street	Montebello CA 90640
Color WHITE	Trim PROBILT RH DRIVE	City	State Zip
Serial #		(800) 947-8224	
Stock # TBD		Federal Tax ID #	Business Phone Fax
To be delivered on or about 9/1/19		Purchaser's Name	
2020 PETERBILT CAB/CHASSIS WITH 80DGE CNG SYSTEM		Street	City State Zip
ASL LOADER BODY TO BE ADDED/ SEP		Federal Tax ID #	Business Phone Fax
SALES TAX RATE 9.5% CALCULATED		By Salesman	
CUMMINS EXT COVERAGE 5YR/200K PLAN 1 (\$2310 INC)		Truck Will be Titled In	LOS ANGELES County.
PETERBILT 5 YR/150K EXT COVERAGE (\$3230 INC)		LIENHOLDER INFORMATION	
HVIP GRANT PROGRAM TO BE APPLIED		Date of Lien	
HVIP PROGRAM REQUIREMENTS MUST BE MET AS REQUIRED		Lien Holder	
THREE TRUCKS ON ORDER			
Sales Price	650,447.73	Draft Through	CUSTOMER LOC/ BANK
Factory Paid F.E.T.	57,360.00		HVIP \$45,000 SHOWN AS DOWN PAYMENT PER UNIT
F.E.T. Tire Credit	0.00		CARB E0# AO-21-0703 2019
Total Factory Paid F.E.T.	57,360.00	Manufacturer Rebate	
Optional Extended Warranties	16,620.00	Total Used Vehicle Allowance *	0.00
Sub-Total	724,427.73	Less Total Balance Owed	0.00
Dealer Paid F.E.T. *	11,520.00	Total Net Allowance on Used Vehicle(s)	0.00
Local Taxes	61,886.58	Deposit or Credit Balance	135,000.00
License, Transfer, Title, Registration Fee	10,950.00	Cash with Order	0.00
Vehicle Inventory Tax	0.00	←-----	135,000.00
Document Processing Charge	240.00	*See Trade-In details on page 4	
Administration Fee	750.00	Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.	
Total Cash Delivered Price	809,774.31	INSURANCE	
Total Down Payment HVIP \$45K PER TRUCK (3)	135,000.00	UNLESS A CHARGE IS INCLUDED IN THIS ORDER FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS ORDER.	
Unpaid Cash Balance Due on Delivery	674,774.31	NOTICE: No person is required as a condition precedent to financing the purchase of an automobile that any insurance be negotiated or purchased through a particular insurance agent or broker.	
A DOCUMENT PROCESSING CHARGE IS NOT A GOVERNMENTAL FEE. A DOCUMENT PROCESSING CHARGE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENT PROCESSING CHARGE MAY NOT EXCEED \$80.00. THIS NOTICE IS REQUIRED BY LAW.		Customer's Signature _____ Date 08/15/2018	
** THE ADMINISTRATIVE FEE IS NOT A GOVERNMENTAL FEE **		OFFER RECEIVED BY: _____ Date 08/15/2018	
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		SALES REPRESENTATIVE	
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER		OFFER ACCEPTED BY: _____ Date	
THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.		AUTHORIZED REPRESENTATIVE	
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.			
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.			



Rush Truck Center, Los Angeles

8830 E Slauson Ave.
Pico Rivera, CA 90660
562-566-1800

Retail Sales Order

SALES ORDER		Date 08/15/2018	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		COMMERCIAL WASTE SERVICES, INC. Customer's Name 1530 date Street Montebello CA 90640 Street City State Zip (800) 947-8224 Federal Tax ID # Business Phone Fax	
Make Peterbilt	Series 520	Purchaser's Name	
Year 2020	Body Type ROLLOFF	Street City State Zip	
Color WHITE	Trim PROBILT LH DRIVE	Federal Tax ID # Business Phone Fax	
Serial #		Truck Will be Titled in _____ County.	
Stock #		LIENHOLDER INFORMATION	
To be delivered on or about 8/1/2019		Date of Lien	
2020 PETERBILT CAB/CHASSIS WITH 80DGE CNG SYSTEM		Lien Holder	
2019 CUMMINS ISX12N (BACT) 350HP			
FRONT LOADER BODY TO BE ADDED/ SEP			
SALES TAX RATE 9.5% CALCULATED			
CUMMINS EXT COVERAGE 6YR/200K PLAN 1 (\$2310 INC)			
PETERBILT 5 YR/150K EXT COVERAGE (\$3230 INC)			
HVIP GRANT PROGRAM TO BE APPLIED			
HVIP PROGRAM REQUIREMENTS MUST BE MET AS REQUIRED			
Sales Price	211,693.91	Draft Through CUSTOMER LOC/ BANK	
Factory Paid F.E.T.	18,480.00	HVIP \$45,000 SHOWN AS DOWN PAYMENT PER UNIT	
F.E.T. Tire Credit	0.00	CARB E0# AO-21-0703 2019	
Total Factory Paid F.E.T.	18,480.00		
Optional Extended Warranties	5,540.00		
Sub-Total	235,713.91		
Dealer Paid F.E.T. *	3,840.00	Total Used Vehicle Allowance * 0.00	
Local Taxes	20,142.27	Less Total Balance Owed 0.00	
Vehicle License, Transfer, Title, Registration Fee	3,650.00	Total Net Allowance on Used Vehicle(s) 0.00	
Document Processing Charge	80.00	Deposit or Credit Balance 45,000.00	
** Administrative Fee **	250.00	Cash with Order 0.00	
Total Cash Delivered Price	263,676.18	← 45,000.00	
Total Down Payment HVIP \$45K PER TRUCK	45,000.00	*See Trade-in details on page 4	
Unpaid Cash Balance Due on Delivery	218,676.18		
A DOCUMENT PROCESSING CHARGE IS NOT A GOVERNMENTAL FEE. A DOCUMENT PROCESSING CHARGE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENT PROCESSING CHARGE MAY NOT EXCEED \$60.00. THIS NOTICE IS REQUIRED BY LAW.		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.	
** THE ADMINISTRATIVE FEE IS NOT A GOVERNMENTAL FEE **		INSURANCE	
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		UNLESS A CHARGE IS INCLUDED IN THIS ORDER FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS ORDER.	
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES. IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.		NOTICE. No person is required as a condition precedent to financing the purchase of an automobile that any insurance be negotiated or purchased through a particular insurance agent or broker.	
		08/15/2018	
		Customer's Signature	Date
		08/15/2018	
		OFFER RECEIVED BY:	Date
		SALES REPRESENTATIVE	Date
		OFFER ACCEPTED BY:	Date
		AUTHORIZED REPRESENTATIVE	Date

ATTACHMENT "F"



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Indian Wells
(760) 586-2611
Los Angeles
(213) 617-8100
Manhattan Beach
(310) 643-8448
Ontario
(909) 989-8584

18101 Von Karman Avenue, Suite 1000, Irvine, CA 92612
Phone: (949) 263-2600 | Fax: (949) 260-0972 | www.bbklaw.com

Riverside
(951) 886-1450
Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

Megan K. Garibaldi
(949) 263-6592
Megan.Garibaldi@bbklaw.com

June 27, 2019

VIA U.S. MAIL & EMAIL

Commercial Waste Services, Inc.
1530 Date Street,
Montebello, CA 90640
Attn: Haik Petrosian

Re: *Response to Commercial Waste Service, Inc.'s ("CWS") Document Production Provided in Response to the City of Hawaiian Garden's ("City") June 5, 2019 Notice of Defaults and Demand for Cure ("Notice") and Supplemental Information Regarding CWS's Inaccurate Reporting (collectively, the "Supplemental Notice"), as Identified in the Notice. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Notice.*

Dear Mr. Petrosian:

The purpose of this letter is two-fold. **First**, it responds to the documents provided by CWS in response to the Monetary Breaches identified in the City's Notice. **Second**, it supplements the information relating to CWS's apparent inaccurate reporting and diversion requirements, as discussed in the City's Notice. Each of these are discussed in greater detail, below. Nothing in this Supplemental Notice shall affect CWS's deadline for curing the Non-Monetary and Miscellaneous Breaches—*i.e.*, **July 5, 2019**—as stated in the Notice.

I. RESPONSIVE DOCUMENTS PROVIDED BY CWS

On June 16, 2019, the City received documentation (the "**Submittals**") from CWS via email¹ in response to the Monetary Breaches identified in the City's Notice, which specifically relate to the following: (1) Administrative Fee Penalty Interest; (2) Performance Bond; (3) Insurance Coverage; and (4) Clean Air Vehicle Proof of Purchase. Except for the Performance Bond, the City accepts the Submittals as satisfying the requirements for the Monetary Breaches, as identified in the Notice.

Nevertheless, with respect to the Performance Bond, during the June 3, 2019 Meeting, CWS specifically represented that it already had a performance bond in place that satisfied **Section 3.3** of the Agreement. CWS represented it could provide the City with such evidence within twenty-four (24) hours. Ultimately, however, the Submittals only included a performance bond with an

¹ CWS provided hard copies of these documents to the City on June 17, 2019.
65320.0000432136323.2



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ATTORNEYS AT LAW

June 27, 2019
Page 2

effective date of June 13, 2019, which does not account for the prior eleven (11) months of the Agreement. The City still needs a copy of the performance bond that was in place from July 1, 2018 through June 12, 2019, as required by the Agreement and which CWS represented during the Meeting that it had in place. Please provide evidence of such performance bond by **July 5, 2019**.

II. CWS'S INACCURATE REPORTING

As explained at both the Meeting and in the Notice, it has been brought to the City's attention that CWS is **not** (i) accurately reporting the correct diversion rates, or (ii) disposing of waste at the correct facilities. The City discussed its concerns with CWS at the Meeting and ultimately demanded in the Notice the necessary documentation and information to assess the accuracy of CWS's reporting. The City also informed CWS at that time that despite CWS's reporting, which would indicate that the City was in compliance with AB 939 and other state requirements, the State had informed the City that it was not in compliance. The City has now received additional documentation that creates an even greater concern regarding the accuracy of CWS's reporting.

Specifically, after the issuance of the Notice, the City reviewed documents received by the Los Angeles County Sanitation District ("**LACSD**") and the CalRecycle Disposal Reporting System ("**DRS**") regarding Quarter 3 ("**3rd Quarter**") and Quarter 4 ("**4th Quarter**") of 2018. Based on a review of these documents, it appears that the quarterly tonnage reports submitted by CWS had tonnage information that cannot be reconciled with disposal records provided by the LACSD and the DRS. Landfill records were obtained from both LACSD and from the County of Orange. The LACSD utilizes the landfill system in Orange County, delivering waste daily under their account to the Orange County landfill system.

The following tables represent the tonnage values per quarter—including tonnages collected, recycled, and disposed—as reported by CWS:

Table 1: 2018 – CWS 3rd and 4th Quarter Tonnage Reporting

2018	Tons Collected	Tons Recycled	Tons Disposed
3 rd Quarter	3,366.81	1,600.62	1,766.19
4 th Quarter	3,004.64	1,049.75	1,951.89



BEST BEST & KRIEGER
ATTORNEYS AT LAW

June 27, 2019
Page 3

Table 2: 2018 - CWS 3rd and 4th Quarter Facility Reporting

Quarter	Facility Name	Facility Type	Tonnage
3 rd	Puente Hills MRF (LACSD)	MSW MRF	1,765.42
3 rd	DART (LACSD)	Recyclables MRF	496.98
3 rd	Ace Diversion (CWS Facility)	Construction Debris MRF	1,104.41
Total 3rd Qtr.			3,366.81
4 th	DART (LACSD)	MSW Transfer	1,917.44
4 th	Ace Diversion (CWS Facility)	Recyclables MRF	764.12
4 th	Ace Diversion (CWS Facility)	Greenwaste	149.14
4 th	Ace Diversion (CWS Facility)	Bulky	155.48
Total 4th Qtr.			2,986.18

When comparing the CWS’s 2018 3rd and 4th Quarters (Table 1 and Table 2) against the LACSD reports (as summarized in Table 3, below), there is significant disparity in the tonnages reported, materials processed, and facilities utilized.

Refuse

For the 3rd and 4th Quarters of 2018, CWS reported that it delivered a total of **1,765.42** tons (1,765.42 tons in the 3rd Quarter and 0.00 tons in the 4th Quarter) of solid waste to the LACSD Puente Hills Materials Recovery Facility (“**PHMRF**”) for mechanical and manual processing, for the recovery of recyclables. However, the LACSD reported that during that same period, only **135.18** tons (42.77 tons in the 3rd Quarter and 92.41 in the Fourth Quarter) of refuse were delivered to the PHMRF facility, and **0.00** tons were processed. On this point, the City has confirmed that CWS does not have a processing agreement with the LACSD to process waste specifically allocating diversion to the City of Hawaiian Gardens.

Additionally, the refuse waste was not delivered to the PHMRF for processing as reported by CWS, the actual tonnage value sent for direct disposal totaled **4,432.18** tons (as reported by LACSD), which differs significantly from the **3,366.81** tons reported by CWS—*i.e.*, a difference of **1,065.37** tons, or approximately 31%.

Moreover, CWS was notified during the contract negotiations for the Agreement and again via a letter by the City dated December 18, 2018, that CWS was to provide a letter from LACSD that indicates the diversion rate for the reported solid waste delivered and processed at the PHMRF. This did not occur.



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ATTORNEYS AT LAW

June 27, 2019
Page 4

Recyclables

As for Commingled Recyclables, CWS reported that **496.98** tons of mixed recyclables were processed at DART. However, LACSD reported that CWS delivered only **244.20** tons of mixed recyclables between the two LACSD facilities. Additionally, for the 4th Quarter, CWS reported that they delivered **764.12** tons of recyclables to their “Ace Diversion” facility; however, as of the date of this letter, the Solid Waste Information System (“*SWIS*”) reports that Ace Diversion is only permitted to accept construction demolition debris, greenwaste, inert, metals, and wood waste—*i.e.*, not mixed recyclables.

Greenwaste

As with Refuse and Commingled Recyclables, there are also discrepancies between the Greenwaste reports supplied by CWS and those of LACSD. CWS reports that it delivered **0.00** tons of Greenwaste to two LACSD facilities for 2018, while LACSD reported a total of **168.38** tons of Greenwaste was delivered.

Additionally, CWS reported **0.00** tons of collected Greenwaste in the 3rd Quarter, which is peculiar considering that they are supposed to collect all the Greenwaste from the residential customers in the City. The City is concerned that the Greenwaste was either disposed as trash or CWS failed to accurately report the final disposition of the Greenwaste.

The following table summarizes the LACSD documents reviewed relating to CWS’s reporting:

Table 3: LACSD 3rd and 4th Qtr. Facility and Tonnage Report

Facility	Quarter	Greenwaste	Comingled Recyclables	Refuse for Disposal	Refuse for MRF Processing
PHMRF	3 rd	12.77	4.16	42.77	0.00
PHMRF	4 th	0.00	0.00	92.41	0.00
<i>Sub-Total</i>		12.77	4.16	135.18	0.00
DART	3 rd	35.71	113.71	2,171.20	0.00
DART	4 th	119.90	126.33	2,260.98	0.00
<i>Sub-Total</i>		155.61	240.04	4,432.18	0.00
<i>Grand Total</i>	3rd & 4th	168.38	244.20	4,567.36	0.00

Together, the LACSD documents indicate that CWS’s reporting is *vastly inaccurate* in terms of tonnages collected, tonnages diverted, and facility usage. At this point, these discrepancies lead the City to believe that either CWS is intentionally misreporting this inaccurate information or



BEST BEST & KRIEGER
ATTORNEYS AT LAW

June 27, 2019
Page 5

grossly negligent in its reporting. Neither of these are acceptable outcomes to the City given that the City is ultimately responsible to the State for complying with the law. Based on the foregoing and the information provided in the Notice, the City is very concerned that it will fail to meet the 50% diversion requirement of AB 939.

III. CONCLUSION

As previously noted, this Supplemental Notice does not change any of the demands or timelines identified in the Notice. Rather, the City provides this Supplemental Notice for purposes of transparency and to communicate the severity of the situation.

If you have any questions with regard to either the Notice or this Supplemental Notice, please do not hesitate to contact me or John Natalizio (email: John.Natalizio@bbklaw.com; telephone: (213) 542-3862) of our office.

Sincerely,

A handwritten signature in cursive script that reads "Megan K. Garibaldi".

Megan K. Garibaldi
BEST BEST & KRIEGER LLP
Interim City Attorney, City of Hawaiian Gardens

cc: Ernie Hernandez, City Manager (*via email only*)
Viken Pakradouni (*via email only*)

ATTACHMENT "G"



July 5, 2019

Ernie Hernandez
City of Hawaiian Gardens
Chief Administrative Officer
21815 Pioneer Boulevard
Hawaiian Gardens, CA 90716

Dear Mr. Hernandez:

I write in response to the City of Hawaiian Gardens' notice of alleged Monetary Breaches and Non-Monetary Breaches dated June 5, 2019 ("the Notice").¹ For the reasons set forth below, Commercial Waste Services, Inc. ("CWS") has not committed any Material Breaches and expects confirmation from the City to that effect. For ease of reference, this response is numbered in sections that correspond to the numbering of the Notice.

As an initial matter, CWS rejects the City's contention that any of the alleged breaches set forth in the Notice may in the future subject CWS to Liquidated Damages. Pursuant to Section 9.12.3 et seq. of the parties' Agreement, Liquidated Damages may only be assessed for issues related to "repeated, substantiated complaints of, or continued conditions of, poor service quality and/or nuisance conditions." In turn, "nuisance conditions" are specifically defined in that section. None of the alleged Breaches set forth in the Notice relate to "complaints of service quality and/or nuisance conditions." To CWS' knowledge, there have been no "repeated, substantiated" customer complaints of service quality or nuisance conditions. Certainly, no verbal warnings have been issued to that effect. Further, the Notice does not identify any such repeated, substantiated customer complaints. Although CWS disputes any right by the City to treat the Breaches as subjecting CWS to Liquidated Damages, it hereby invokes its rights under Section 9.12.5 to put into place a Correction Plan (as defined in the Agreement) and requests a meeting to establish such a plan.

1. CWS HAS PAID ANY LATE PAYMENT PENALTIES ACTUALLY OWING FOR THE ONE-TIME ADMINISTRATIVE FEE

On June 17, 2019 CWS paid the City \$7,728.41 on account of the late payment penalty due for the one-time administrative fee of \$100,000. The City has not disputed

that CWS paid the amount owing (in fact, CWS paid more than was owed in an abundance of caution). As such that alleged Material Breach has now been cured.

However, a word is warranted regarding the City's obvious attempt to mis-read the Agreement in order to maximize the late payment penalty it claimed to be owed. Section 3.3(ii) of the Agreement called for the \$100,000 to be paid within 30 days of the "Execution Date" of the Agreement. The City's contention in its Notice that the "Execution Date" was July 1, 2018 is at best mistaken and at worst in bad faith. The Execution Date was specifically defined in Section 2.4 of the Agreement to be the date that the Agreement was signed. It differs from the Effective Date, which is defined in Section 2.3 as July 1, 2018. As the City well knows, the Agreement was executed on October 23, 2018 at a Council meeting. Given the fact that payment was due on November 22, 2018 and actually paid on April 30, 2019 the amount paid to the City on June 27, 2019 is more than the amount actually owing to the City for the late payment.

2. CWS HAS PROVIDED ITS PERFORMANCE BOND

On June 17, 2019 CWS provided the City with a copy of the Performance Bond called for in Section 3.3 of the Agreement. By letter dated June 27, 2019 the City requested that CWS provide proof of the Performance Bond which was effective from July 1, 2018 to June 12, 2019. A copy of that Performance Bond is attached hereto as Exhibit 1.

3. CWS HAS PROVIDED PROOF INSURANCE

On June 17, 2019 CWS provided proof of insurance required under Article 11 of the Agreement effective after May 3, 2019. The City's letter of June 27, 2019 agreed that the proof of insurance provided complies with the Agreement and this alleged breach has been cured. (Of course, it is indicative of the City's confrontational attitude that it chose to characterize the matter as an alleged Material Breach by formal notice rather than simply requesting that proof of continued insurance be provided.)

4. CWS HAS MET THE DIVERSION RATES REQUIRED BY AB 939 AND THE AGREEMENT

The City well knows that when Republic Services ("Republic") serviced the City, it never met the target diversion rate of 50%, exposing the City to potential administrative action by CalRecycle. CWR's proposal to the City explained that because of a variety of factors (including the fact that Republic never provided dedicated green waste carts to

residents), the target diversion rate could not be met immediately upon CWS becoming the waste contractor on July 1, 2018. Instead, as set forth in Section 18. Proposal Enhancements section of the Proposal, a “ramp up” was required to meet the target diversion rate. The City accepted this premise when it entered into the Agreement with CWS since the Proposal is incorporated by reference into the Agreement. In fact, the Notice provides strong evidence that the ramp up was successful in that the City’s DRS reported diversion rate increased from 35% in 2017 (when Republic was the sole contractor) to 43.1% in 2018 (when Republic serviced the City for the first two quarters and CWS serviced it in the third and fourth quarters).

As explained in the Notice, SB 1016 provides the method by which waste diversion rates are to be calculated. CWS is pleased to inform the City that the DRS calculation (adjusted as explained below) shows that in the fourth quarter of 2018, CWS met the 50% diversion rate target (and that the 0.21% estimated diversion rate set forth in the Notice at page 6 is incorrect). We have every indication that going forward into 2019, the City will continue to meet the required diversion rate. The quarterly report for the first quarter of 2019 submitted by CWS clearly shows that the 50% diversion rate was met. A copy of that report, together with back-up documentation, is attached hereto as Exhibit 2.

The Disposal Reporting System (“DRS”) figures for the third quarter of 2018 show disposed waste tonnage of 2,393.74 tons. However, the fourth quarter figures indicate that 3,170.63 tons of waste were disposed of. This is an increase of 776.89 tons in one quarter or 32.45%. As the sole contractor in that period, CWS knows for a fact that the amount of waste collected and disposed of from Hawaiian Gardens did not increase by such a large factor.

During the fourth quarter of 2018, CWS used only two dumps – PHMRF and DART – for disposing waste generated in the City. The documentation obtained by the City from those entities shows that in the fourth quarter of 2018 PHMRF disposed of 92.41 tons of waste from the City and DART disposed of 2,260.87 tons. This is a total of 2,353.28 tons.² That figure is very close to the DRS reported disposed tonnage of 2,393.74 tons in the third quarter of 2018, 2,672 tons in the second quarter of 2018 and 2,625 tons in the first quarter. This verifies the expectation that disposal tonnage would not increase by over 30% from one quarter to the next.

² These figures are derived from page 4 of the City’s letter of June 27, 2019 to CWS.

The SB 1016 calculation shows that during any one quarter, the City can dispose of 2,468.88 tons of waste. This is calculated as follows:

- a) 3.7 pounds of waste times an estimated population of 14,625 equals 54,112.50 pounds of waste per day.
- b) 54,112.50 times 365 days in a year equals 19,751,062.5 pounds of waste per year or 9,875.53 tons of waste (at 2,000 pounds per ton).
- c) 9,875.53 divided by four equals allowable disposed waste per quarter of 2,468.88 tons.

Under the SB 1016 calculation, the City may dispose of 2,468.88 tons of waste per quarter. The information obtained by the City from PHMRF and DART shows that 2,353.28 tons of waste were disposed of during the fourth quarter of 2018. (Again, these are the only facilities where CWS took any waste from the City.) In other words, the City has met its 50% target.

This re-calculation does not explain the large discrepancy between the DRS reported disposal tonnage of 3,170.63 tons and the actual disposed waste of 2,353.28 tons as reported by PHMRF and DART. CWS believes that the difference is due to the possibility that other waste contractors are falsely reporting that waste generated in other jurisdictions was generated in the City. The reasons for such attempts at "gaming" the system are obvious. By doing so, a competitor of CWS would be able to undermine CWS's diversion rates for the City and potentially cause termination of CWS Agreement with the City. Such a competitor would then be able to bid for the City's business. False reporting of the source of waste would have the added benefit of decreasing that company's waste generation figures for the jurisdictions in which it operates.

In order to confirm CWS's suspicion that one or more of its competitors are falsely reporting the source of waste they are dumping, CWS contacted DRS and asked for detailed information regarding the 3,170.63 tons of disposed of waste, such as dump tickets for the trucks hauling the waste. Dump tickets would include license plate numbers of the trucks. If those trucks belong to CWS' competitors, CWS' suspicions would be proven. DRS informed CWS that it could not provide that information to CWS but would provide the information to the City upon request. CWS hereby requests the City's assistance in obtaining this information. By showing that other haulers are labeling waste from other jurisdictions as having been generated in the City, the City will

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be able to show CalRecycle that it actually is in compliance with the diversion requirements. Further, the City's implied obligations of good faith under the Agreement require it to request such information from DRS.

The City's consultant must know that the DRS reported diversion rate of 0.21 % in the fourth quarter is erroneous. It makes no economic sense for any hauler to not divert waste where possible. CWS pays approximately \$60 a ton for disposing of waste and only \$20 to \$30 per ton for "disposing" of recyclables. If the consultant has not been presenting this information to the City, the City should reconsider whose interests are being served by its consultant.

With respect to the commercial diversion rate of 50% of collected waste (page 7 of the Notice), CWS notes again that in 18. Proposal Enhancements section of its Proposal it explained that it would need to ramp up the diversion rate for commercial customers. CWS is pleased to note that in the first quarter of 2019, it achieved more than a 50 % diversion rate for commercial customers. Further, preliminary figures for the second quarter indicate that commercial waste stream diversion will be over 50% as well. Final reports will be submitted before July 30th, 2019.

Finally, CWS would like to address the fact that according to the Notice the City's consultant is "currently preparing" an informal action plan to present to CalRecycle. CWS has not been consulted regarding any such plan. How can the City expect to prepare a plan if its consultant does not do so in conjunction with the City's exclusive hauler? CWS requests that it be included in any future meetings with CalRecycle that concern such a plan. Under Section 11.4 of the Agreement, the "City and Franchisee shall reasonably assist each other to meet the City's AB 939 diversion requirements." If the City continues to rely solely on its consultant without CWS's participation, then City shall be in breach of its obligations under the Agreement and will have forfeited any right to reimbursement for costs and expenses that it might otherwise have. Further, as CWS is not in breach of its AB 939 diversion obligations under the Agreement, any claimed right to reimbursement for expenses is unwarranted and improper and the City is not entitled to prepare an invoice for expenses (as it asserts is being prepared on page 8 of the Notice).

5. THE CITY'S LETTER OF DECEMBER 18, 2018 REQUESTS INFORMATION THAT CWS EITHER IS NOT IN A POSITION TO PROVIDE OR HAS ALREADY PROVIDED TO THE CITY

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In its letter of December 18, 2018 the City requested three categories of information from CWS. These are 1) A letter from Puente Hills MRF setting forth the City's diversion rate at that facility; 2) a letter from DART setting forth the same information; and 3) information regarding waste processed at Ace Diversion.

As to the first and second categories of requested information, CWS is not in a position to compel a government agency to prepare a document simply because the City requests it. CWS has no ability to request that the agencies in question prepare a letter setting forth diversion rates. Further, CWS informed City staff after receiving the letter of December 18 that it could not provide the requested information. CWS was informed that the information was not needed. After receiving the Notice, CWS contacted PHMRF and DART and requested such a letter. CWS was informed by staff at those facilities that they could not prepare a letter calculating diversion rates. In addition, the City has obtained the "raw information" from PHMRF and DART that can be used to calculate diversion rates. (In fact, it is that information which CWS utilized in its response to Item No. 4 above.)

The third category of information requested in the City's December 18, 2018 letter was provided to Ramie Torres, Ernie Hernandez, and Robert Salazar of the City via email from Bridget John on February 12, 2019. A copy of that information is attached hereto as Exhibit 3.

6. CWS HAS ALREADY PROVIDED CERTIFIED TONNAGE REPORTS FOR THE QUARTERLY BLOCK CLEAN-UPS TO THE EXTENT THAT SUCH REPORTS ARE AVAILABLE

CWS does have certified scales and the ability to print certified weight tickets. CWS provided certified weight tickets to the City for the quarterly block-cleanups conducted in 2018 on February 12, 2019. The report for the first quarter of 2019 was provided on February 15, 2019. Copies of these reports are attached hereto as Exhibit 4.

There may be a miscommunication or misunderstanding on the part of the City regarding CWS's ability to provide reports from certified scales relating to the quarterly clean-ups. Incoming loads from the quarterly block clean-ups are weighed on a certified scale and those reports are the reports provided previously and in Exhibit 4. However, once the material is processed, there is no practical or realistic way to provide reports from certified scales for outgoing materials. Once the incoming materials are sorted at Ace Diversion, they are placed in piles by type – steel, aluminum, cardboard, wood,

greenwaste etc. CWS is not the only entity that uses Ace Diversion. Other haulers and recyclers do as well. The material from those loads is then placed in the same piles – i.e., material from the City is mixed with material from other persons. Once a type of material reaches a sufficient weight to be processed, it is taken to another facility that processes material of that type (e.g., steel from these different sources is segregated until there is sufficient steel to take to a facility that processes steel). It is not industry-standard to provide reports prepared from certified scales on outgoing basis because such reports cannot be readily or reasonably prepared.

7. CWS HAS ADDRESSED THE ISSUES RELATED TO QUARTERLY BLOCK CLEAN-UP REPORTS

a) The City's characterization of the reports submitted to the City as "handwritten tonnage report receipts" is incorrect. The incoming tonnage is reported on certified receipts. (See response to Item No. 6, above.) The handwritten portion of the information submitted to the City regarding the quarterly block clean-ups is the load check. A load check is conducted as the load is being delivered and is by necessity a handwritten estimate. Load checks are generally handwritten within the industry. Sample load check reports from other companies showing that they are handwritten are attached hereto as Exhibit 5. Going forward, these reports will include full information including the name of the person inspecting the vehicle and whether any material was rejected.

b) As noted, the load checks are estimates prepared contemporaneously by employees of Ace Diversion as material comes into the yard. They cannot be precise measurements because it is impossible to weigh each type of incoming material separately and run an efficient operation. The operation would be disrupted continuously with each load being sorted, weighed separately and then removed from the scales to be placed into like-kind piles of recyclable materials. As such, CWS cannot provide any form of "certified tonnage report receipts from Ace Diversion proving these handwritten tonnage receipts are accurate." This is neither industry-standard nor feasible.

The receipts which bear identical percentages for each load are, indeed, odd. However, CWS is unable to verify whether the reports were accurate when made as the person who prepared them no longer works for Ace Diversion. The City will note that more recent submittals on the block clean-ups do not show the same percentages for each load.

The City is correct that the third quarter report included a mathematical error where two figures were transposed. The corrected report is attached hereto as Exhibit 6.

c) The final destination for all material from the quarterly block clean-ups is Ace Diversion. As such there are no receipts from other facilities which CWS can provide. Contrary to the City's characterization, Ace Diversion's license allows it to accept materials from the block clean-ups and it is not restricted solely to construction and demolition materials. Attached hereto as Exhibit 7 is a print-out from the CalRecycle website verifying that Ace Diversion is entitled to handle the types of material generated in the quarterly block clean-ups.

d) As noted above, the corrected report for the third quarter is attached as Exhibit 6. CWS apologizes for the error and going forward, CWS is committed to preparing all reports completely and reviewing all reports for accuracy before submitting them.

8. THE AB 1826 ORGANICS PROGRAM IS FULLY IMPLEMENTED

On March 5, 2019 CWS initiated a meeting with City staff to outline its efforts regarding organics recycling and its efforts, progress and difficulties it experienced with customers. Information was provided to staff including a detailed chart of customers who were complying and those that were not. Robert Salazar of the City was particularly helpful in these efforts.

CWS is pleased to report that as of the date of this letter, the AB 1826 organic waste program is fully implemented. 32 out of 41 customers who would be subject to mandatory organics recycling have received the required waste carts and are using them. Each business has been visited by CWS' contractor. Attached hereto as Exhibit 7 are lists of the businesses participating and of the businesses that have refused to participate in the program. With respect to the businesses that have refused to participate, CWS will make another attempt to persuade them to participate and, if they chose not to, implement the material recovery facility processing fee called for in AB 1826. With regard to such fee, CWS requests a meeting with City staff and its consultant in order to revise the fee schedule to implement the fee. As implementation of that fee will necessarily take longer than thirty day, CWS hereby informs the City that it believes such a fee can be instituted within 90 days if the City cooperates in revising the fee schedule.

9. AB 341 COMMERCIAL RECYCLING HAS BEEN IMPLEMENTED

At the same time as it initiated a meeting with the City regarding the organics recycling program, CWS met with staff regarding AB 341 mandatory commercial recycling. Reports were provided to Robert Salazar and Ramie Torres at that meeting regarding implementation of the plan. Each eligible business has been visited and information provided by CWS' contractor. 34 commercial customers have agreed to mandatory commercial recycling. There remain 7 commercial customers eligible for the program who refuse to participate. Attached hereto as Exhibit 8 are lists of the businesses participating and those that have refused to participate. As with the organics program, CWS requests a meeting to revise the fee schedule to take into account the material recovery facility processing fee. Again, it is estimated that with the City's cooperation such fee can be in place within 90 days.

10. CWS PROVIDED PROOF OF ITS CLEAN-AIR VEHICLE FLEET PURCHASE ORDER TO THE CITY

On June 17, 2019 CWS provided proof of its clean-air fleet purchase order to the City. The City's letter of June 27, 2019 agreed that the purchase order complies with the Agreement. As such, this alleged Breach has been cured.

11. CWS IS COMPLYING WITH MULTI-FAMILY MRF PROCESSING

As of June, 2019 CWS has begun processing multi-family waste at a MRF facility. Attached hereto as Exhibit 9 is proof of the same. However, that waste was already subject to source separation in that the materials were previously being separated at Ace Diversion which has the same effect.

CWS HAS ATTACHED ITS RESPONSE TO THE MISCELLANEOUS BREACHES

Under separate cover, CWS will provide its response to the City's list of alleged Miscellaneous Breaches. Again, CWS disputes the right of the City to treat those breaches as ones that subject CWS to a claim for liquidated damages. To the extent that the City believes any such breaches are subject to liquidated damages, pursuant to Section 9.12.5 of the Agreement CWS requests a meeting with staff to put into place a Correction Plan.

In its letter of June 27, 2019 the City provided certain summaries of information it had obtained from PHMRF and DART. That letter did not identify any new alleged breaches by CWS but CWS intends to respond to it within 30 days of receipt. Further,

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CWS requests access to the information that the City obtained from PHMRF and DART so that it can respond to the same. Please inform us of when we might be able to obtain copies of the records obtained by the City from those agencies.

We trust that the foregoing satisfies all of the City's concerns and the Notice of Default will be withdrawn. Nevertheless, should you have questions or need additional information, please do not hesitate to call. Nothing herein shall be deemed a waiver of any of CWS' rights under the Agreement, all of which are hereby expressly retained.

If you have any questions with regards to this response, please do not hesitate to contact me (Email: Haik@CWRService.com C: (323) 718-0959).

Sincerely,

A handwritten signature in black ink, appearing to read 'Haik Petrosian', with a large, stylized initial 'H' and 'P'.

Haik Petrosian

Commercial Waste Services

Exhibit #1

Exhibit #2

City of Hawaiian Gardens

Quarterly Reporting

Franchise Fee and Diversion Reporting



(A) Reporting Year 2019

(B) Reporting Quarter (Auto-Fill From Worksheet)

1st. Qtr. (Jan-Mar)	X	Due May 15th
2nd. Qtr. (Apr-Jun)		Due Aug. 15th
3rd. Qtr. (Jul-Sep)		Due Nov. 15th
4th. Qtr. (Oct-Dec)		Due Feb. 15th

(C) Payment Remittance: (Check all that apply)

Franchise Fee Payment	<input type="checkbox"/>	Due with each Qtr. Report
Performance Audit Payment	<input type="checkbox"/>	Due each June 30th
AB 939 Program Payment	<input type="checkbox"/>	Due each June 30th

Check payable to: **City of Hawaiian Gardens**

(D) Gross Revenue by Sector

Sector	Revenue		Franchise Fee
Residential	\$ 60,183.39	X 10%	\$ 6,018.34
Commercial	\$ 61,294.25	X 10%	\$ 6,129.43
Multi-Family	\$ 5,201.24	X 10%	\$ 520.12
Permanent R/O, Compactor	\$ 11,920.43	X 10%	\$ 1,192.04
Temporary Bins (Non C&D)	\$ 0.00	X 10%	\$
Construction & Demolition	\$ 0.00	X 10%	\$
Total	\$ 138,599.31	X 10%	\$ 13,859.93

(E) Facility Reporting

Facility Name	Sector	Material Type	\$ Tip Fee	Quarter Tonnage	Diversion % Applied	SWIS #
	Pick-List	Pick-List				
Dart	Curb-Side	Residue	\$53.50	2,018.00	0.00%	
Dart	Curb-Side	Comingled Recy.	\$0.00	197.57	100.00%	
Dart	Curb-Side	Green-Waste	\$53.50	56.00	100.00%	
Dart	Multi-Family	Residue	\$53.50	107.48	0.00%	
Dart	Multi-Family	Comingled Recy.	\$0.00	5.74	100.00%	
Dart	Commercial	Residue	\$53.50	389.35	0.00%	
Dart	Commercial	Comingled Recy.	\$0.00	127.23	100.00%	
Puente Hills MRF	Commercial	Residue		45.98		
Ace Diversion	Roll-Off	C&D	\$60.50	6.93	82.00%	
Gabiell Container	Roll-Off	Comingled Recy.		65.98	100.00%	
Tzeng Long USA	Roll-Off	Comingled Recy.		35.37	100.00%	
Dart	Roll-Off	Residue	\$53.50	17.47	0.00%	
Ace Diversion	Temp. Service	Bulky	\$60.50	65.96	82.00%	
Ace Diversion	Curb-Side	Green-Waste		1,076.00	100.00%	
Ace Diversion	Curb-Side	Comingled Recy.		568.92	100.00%	

(F) Signature Block **All Sections Must Be Complete**

* Signature: _____ Title: _____ Date: _____

Print Name: _____ Entity: **Commercial Waste Services Inc.**

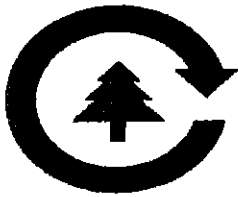
City of Hawaiian Gardens Attn: R. Salazar, Public Works 21815 Pioneer Blvd. Hawaiian Gardens, CA 90716	Date Received: _____ Check #: _____ Received by: _____
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Exhibit #3

Revised CDBG Diversion Report (August and December)

8/25/18	CDBG Date
328.95	Total Tons Collected
278.62	Total Tons Recycled
50.33	Total Tons Sent to Landfill
84.70%	Diversion Rate

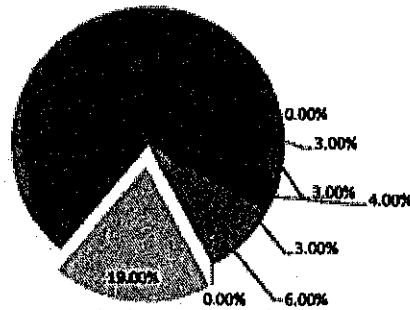
12/15/18	CDBG Date
327.66	Total Collected
294.85	Total Tons Recycled
32.81	Total Tons Sent to Landfill
89.99%	Diversion Rate



COMMERCIAL WASTE

(323) 728-9554

- MIXED INERT
- WOOD
- DRYWALL
- FERROUS METAL
- PLASTIC
- CARPET
- CARDBOARD
- GREENWASTE
- OTHER MATERIALS*
- RESIDUAL



REPORT DATE	MIXED INERT	WOOD	DRYWALL	FERROUS METAL	PLASTIC	CARPET	CARDBOARD	GREENWASTE	OTHER MATERIALS*	RESIDUAL
08/25/2018	9.00%	63.00%	0.00%	3.00%	3.00%	4.00%	3.00%	6.00%	0.00%	18.00%

MIXED LOADS

DATE	COMPANY	WEIGHT
08/25/2018	CDBG-HG	7.88
08/25/2018	CDBG-HG	8.48
08/25/2018	CDBG-HG	7.48
08/25/2018	CDBG-HG	7.87
08/25/2018	CDBG-HG	8.97
08/25/2018	CDBG-HG	8.45
08/25/2018	CDBG-HG	7.11
08/25/2018	CDBG-HG	8.01
08/25/2018	CDBG-HG	7.49
08/25/2018	CDBG-HG	8.49
08/25/2018	CDBG-HG	7.64
08/25/2018	CDBG-HG	7.48
08/25/2019	CDBG-HG	7.11
08/25/2018	CDBG-HG	8.49
08/25/2018	CDBG-HG	7.87
08/25/2018	CDBG-HG	8.94
08/25/2018	CDBG-HG	8.87
08/25/2018	CDBG-HG	8.87
08/25/2018	CDBG-HG	9.18
08/25/2018	CDBG-HG	8.79
08/25/2018	CDBG-HG	8.48
08/25/2018	CDBG-HG	7.85
08/25/2018	CDBG-HG	8.44
08/25/2018	CDBG-HG	7.48
08/25/2018	CDBG-HG	3.89
08/25/2018	CDBG-HG	7.08
08/25/2018	CDBG-HG	8.18
08/25/2018	CDBG-HG	8.87
08/25/2018	CDBG-HG	5.48
08/25/2018	CDBG-HG	7.87
08/25/2018	CDBG-HG	4.18
08/25/2018	CDBG-HG	7.88
08/25/2018	CDBG-HG	8.05
08/25/2018	CDBG-HG	7.48

METAL

DATE	COMPANY	WEIGHT
08/25/2018	CDBG-HG	8.81
09/25/2018	CDBG-HG	8.08

GREENWASTE

DATE	COMPANY	WEIGHT
08/25/2018	CDBG-HG	8.35
08/25/2018	CDBG-HG	6.18
08/25/2018	CDBG-HG	7.85
08/25/2018	CDBG-HG	5.48

MIXED INERT

DATE	COMPANY	WEIGHT
08/25/2018	CDBG-HG	9.78
08/25/2018	CDBG-HG	9.12
08/25/2018	CDBG-HG	6.48
08/25/2018	CDBG-HG	9.45

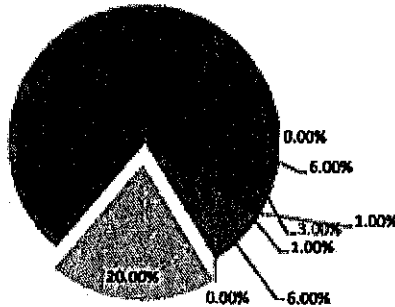
CONSTRUCTION & DEMOLITION (C&D)	WEIGHT (TONS)	PERCENTAGE
TOTAL INCOMING	252.39	100.00%
TOTAL RECYCLED	327.66	81.00%
TOTAL RESIDUAL	83.15	19.00%



COMMERCIAL WASTE

(323) 728-9554

- MIXED INERT
- WOOD
- DRYWALL
- FERROUS METAL
- PLASTIC
- CARPET
- CARDBOARD
- GREENWASTE
- OTHER MATERIALS*
- RESIDUAL



REPORT DATE	MIXED INERT	WOOD	DRYWALL	FERROUS METAL	PLASTIC	CARPET	CARBON	GREENWASTE	OTHER MATERIALS*	RESIDUAL
12/15/2018	12.00%	51.00%	0.00%	6.00%	3.00%	1.00%	1.00%	6.00%	0.00%	20.00%

MIXED LOADS

DATE	COMPANY	WEIGHT
12/15/2018	CDBG-HG	6.49
12/15/2018	CDBG-HG	6.48
12/15/2018	CDBG-HG	8.87
12/16/2018	CDBG-HG	7.41
12/16/2018	CDBG-HG	8.87
12/15/2018	CDBG-HG	7.10
12/15/2018	CDBG-HG	7.66
12/16/2018	CDBG-HG	7.84
12/16/2018	CDBG-HG	6.37
12/16/2018	CDBG-HG	6.87
12/15/2018	CDBG-HG	6.48
12/15/2018	CDBG-HG	6.57
12/15/2018	CDBG-HG	6.48
12/16/2018	CDBG-HG	7.66
12/15/2018	CDBG-HG	7.84
12/15/2018	CDBG-HG	7.18
12/15/2018	CDBG-HG	6.48
12/15/2018	CDBG-HG	5.18
12/16/2018	CDBG-HG	5.12
12/15/2018	CDBG-HG	8.92
12/15/2018	CDBG-HG	7.73
12/15/2018	CDBG-HG	6.57
12/15/2018	CDBG-HG	6.28
12/15/2018	CDBG-HG	6.85
12/15/2018	CDBG-HG	6.64
12/15/2018	CDBG-HG	7.76
12/15/2018	CDBG-HG	7.48
12/16/2018	CDBG-HG	7.34
12/15/2018	CDBG-HG	7.41
12/16/2018	CDBG-HG	7.22
12/16/2018	CDBG-HG	7.18
12/15/2018	CDBG-HG	7.64
12/16/2018	CDBG-HG	7.64
12/16/2018	CDBG-HG	7.48
12/15/2018	CDBG-HG	7.02

METAL

DATE	COMPANY	WEIGHT
12/15/2018	CDBG-HG	4.14
12/15/2018	CDBG-HG	6.14

GREENWASTE

DATE	COMPANY	WEIGHT
12/16/2018	CDBG-HG	6.48
12/15/2018	CDBG-HG	4.00

MIXED INERT

DATE	COMPANY	WEIGHT
12/16/2018	CDBG-HG	3.70
12/15/2018	CDBG-HG	8.43

12/15/2018	CDBG-HG	7.37
12/15/2018	CDBG-HG	7.54
12/15/2018	CDBG-HG	7.64
12/15/2018	CDBG-HG	7.28
12/15/2018	CDBG-HG	7.34
12/15/2018	CDBG-HG	4.37
12/15/2018	CDBG-HG	5.15

CONSTRUCTION & DEMOLITION (C&D)	WEIGHT (TONS)	PERCENTAGE
TOTAL INCOMING	175.61	100.00%
TOTAL RECYCLED	139.59	80.00%
TOTAL RESIDUAL	36.05	20.00%

Exhibit #4

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:593	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:01:00 AM
	GROSS WEIGHT: 22.48
	TARE WEIGHT: 15.40
	NET WEIGHT: 7.08
	MATERIAL TYPE: MIXED LOADS

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

No changes to the receipt will be made after you leave the scale.
 THIS RECEIPT IS VOID IF ANY HAND WRITTEN ENTRIES ARE CONTAINED.

Notice

Failure to follow the rules listed below could result in suspension of disposal privileges, injury or death.

1	Stay within 4 feet of your vehicle at all times
2	No salvaging - you could be killed by heavy equipment
3	Follow all instructions given by site personal.
4	Observe posted speed limits and traffic signs.
5	Maintain a safe distance between vehicles while driving and unloading.
6	No rapid backing up to dislodge loads.
7	Children under 18 years old must remain inside the vehicle at all times.
8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:354	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:03:00 AM
	GROSS WEIGHT: 21.35
	TARE WEIGHT: 15.00
	NET WEIGHT: 6.35
	MATERIAL TYPE: GREENWASTE

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:716	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:05:00 AM
	GROSS WEIGHT: 22.49
	TARE WEIGHT: 15.00
	NET WEIGHT: 7.49
	MATERIAL TYPE: MIXED LOADS

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:980	MATERIAL ORIGIN: CDEG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:06:00 AM
	GROSS WEIGHT: 22.84
	TARE WEIGHT: 16.05
	NET WEIGHT: 6.79
	MATERIAL TYPE: MIXED LOADS

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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Notice

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:981	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:30:00 AM
	GROSS WEIGHT: 22.29
	TARE WEIGHT: 15.80
	NET WEIGHT: 6.49
	MATERIAL TYPE: MIXED LOADS

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Notice

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7	Children under 18 years old must remain inside the vehicle at all times.
8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:982	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:36:00 AM
	GROSS WEIGHT: 23.60
	TARE WEIGHT: 16.05
	NET WEIGHT: 7.55
	MATERIAL TYPE: GREENWASTE

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Notice

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6	No rapid backing up to dislodge loads.
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8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:818	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:48:00 AM
	GROSS WEIGHT: 19.82
	TARE WEIGHT: 14.35
	NET WEIGHT: 5.48
	MATERIAL TYPE: GREENWASTE

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Notice

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9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:690	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:57:00 AM
	GROSS WEIGHT: 21.84
	TARE WEIGHT: 14.35
	NET WEIGHT: 7.48
	MATERIAL TYPE: MIXED LOADS

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Notice

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9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:516	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:00:00 AM
	GROSS WEIGHT: 22.03
	TARE WEIGHT: 14.35
	NET WEIGHT: 7.68
	MATERIAL TYPE: MIXED LOADS

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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Notice

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9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:593	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:06:00 AM
	GROSS WEIGHT: 23.57
	TARE WEIGHT: 15.40
	NET WEIGHT: 8.17
	MATERIAL TYPE: MIXED LOADS

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9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 354	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:07:00 AM
	GROSS WEIGHT: 21.80
	TARE WEIGHT: 15.00
	NET WEIGHT: 6.80
	MATERIAL TYPE: METAL

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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Notice

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9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:716	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:08:00 AM
	GROSS WEIGHT: 18.69
	TARE WEIGHT: 15.00
	NET WEIGHT: 3.69
	MATERIAL TYPE: MIXED LOADS

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:980	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:12:00 AM
	GROSS WEIGHT: 24.54
	TARE WEIGHT: 16.05
	NET WEIGHT: 8.49
	MATERIAL TYPE: MIXED LOADS

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:981	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:14:00 AM
	GROSS WEIGHT: 25.58
	TARE WEIGHT: 15.80
	NET WEIGHT: 9.78
	MATERIAL TYPE: MIXED INERT

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11	No smoking.

**ACE DIVERSION
CONSTRUCTION & DEMOLITION RECYCLING FACILITY
1530 DATE ST
MONTEBELLO, CA 90640**

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:982	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:17:00 AM
	GROSS WEIGHT: 23.71
	TARE WEIGHT: 16.05
	NET WEIGHT: 7.66
	MATERIAL TYPE: MIXED LOADS

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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Notice

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:819	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:21:00 AM
	GROSS WEIGHT: 21.84
	TARE WEIGHT: 14.35
	NET WEIGHT: 7.49
	MATERIAL TYPE: MIXED LOADS

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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Notice

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:593	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 12:02:00 PM
	GROSS WEIGHT: 23.89
	TARE WEIGHT: 15.40
	NET WEIGHT: 8.49
	MATERIAL TYPE: MIXED INERT

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:690	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 12:13:00 PM
	GROSS WEIGHT: 22.78
	TARE WEIGHT: 14.35
	NET WEIGHT: 8.43
	MATERIAL TYPE: MIXED LOADS

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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THIS RECEIPT IS VOID IF ANY HAND WRITTEN ENTRIES ARE CONTAINED.

Notice

Failure to follow the rules listed below could result in suspension of disposal privileges, injury or death.

1	Stay within 4 feet of your vehicle at all times
2	No salvaging - you could be killed by heavy equipment
3	Follow all instructions given by site personal.
4	Observe posted speed limits and traffic signs.
5	Maintain a safe distance between vehicles while driving and unloading.
6	No rapid backing up to dislodge loads.
7	Children under 18 years old must remain inside the vehicle at all times.
8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:354	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 12:15:00 PM
	GROSS WEIGHT: 22.64
	TARE WEIGHT: 15.00
	NET WEIGHT: 7.64
	MATERIAL TYPE: MIXED LOADS

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10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:980	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 12:40:00 PM
	GROSS WEIGHT: 22.10
	TARE WEIGHT: 16.05
	NET WEIGHT: 6.05
	MATERIAL TYPE: METAL

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Notice

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7	Children under 18 years old must remain inside the vehicle at all times.
8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:981	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 12:44:00 PM
	GROSS WEIGHT: 24.46
	TARE WEIGHT: 15.80
	NET WEIGHT: 8.66
	MATERIAL TYPE: MIXED LOADS

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9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:982	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:01:00 PM
	GROSS WEIGHT: 23.71
	TARE WEIGHT: 16.05
	NET WEIGHT: 7.66
	MATERIAL TYPE: MIXED LOADS

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9	Use of alcohol or drugs is prohibited
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11	No smoking.

**ACE DIVERSION
CONSTRUCTION & DEMOLITION RECYCLING FACILITY
1530 DATE ST
MONTEBELLO, CA 90640**

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 818	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:03:00 PM
	GROSS WEIGHT: 22.79
	TARE WEIGHT: 14.35
	NET WEIGHT: 8.44
	MATERIAL TYPE: MIXED LOADS

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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Notice

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8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:593	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:03:00 PM
	GROSS WEIGHT: 24.52
	TARE WEIGHT: 15.40
	NET WEIGHT: 9.12
	MATERIAL TYPE: MIXED INERT

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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Notice

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:354	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:26:00 PM
	GROSS WEIGHT: 23.86
	TARE WEIGHT: 15.00
	NET WEIGHT: 8.86
	MATERIAL TYPE: MIXED LOADS

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9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 690	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:30:00 PM
	GROSS WEIGHT: 21.30
	TARE WEIGHT: 14.36
	NET WEIGHT: 6.94
	MATERIAL TYPE: MIXED LOADS

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Notice

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9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:516	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:36:00 PM
	GROSS WEIGHT: 22.03
	TARE WEIGHT: 14.35
	NET WEIGHT: 7.68
	MATERIAL TYPE: MIXED LOADS

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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9	Use of alcohol or drugs is prohibited
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11	No smoking.

**ACE DIVERSION
CONSTRUCTION & DEMOLITION RECYCLING FACILITY
1530 DATE ST
MONTEBELLO, CA 90640**

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:980	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:46:00 PM
	GROSS WEIGHT: 23.53
	TARE WEIGHT: 16.05
	NET WEIGHT: 7.48
	MATERIAL TYPE: MIXED LOADS

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:981	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:49:00 PM
	GROSS WEIGHT: 21.98
	TARE WEIGHT: 15.80
	NET WEIGHT: 6.18
	MATERIAL TYPE: GREENWASTE

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:982	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:58:00 PM
	GROSS WEIGHT: 23.16
	TARE WEIGHT: 16.05
	NET WEIGHT: 7.11
	MATERIAL TYPE: MIXED LOADS

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:593	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:08:00 PM
	GROSS WEIGHT: 24.57
	TARE WEIGHT: 15.40
	NET WEIGHT: 9.17
	MATERIAL TYPE: MIXED LOADS

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:818	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:14:00 PM
	GROSS WEIGHT: 22.32
	TARE WEIGHT: 14.35
	NET WEIGHT: 7.97
	MATERIAL TYPE: MIXED LOADS

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:716	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:15:00 PM
	GROSS WEIGHT: 23.48
	TARE WEIGHT: 15.00
	NET WEIGHT: 8.48
	MATERIAL TYPE: MIXED LOADS

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:354	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:16:00 PM
	GROSS WEIGHT: 21.00
	TARE WEIGHT: 15.00
	NET WEIGHT: 6.00
	MATERIAL TYPE: MIXED LOADS

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11	No smoking.

**ACE DIVERSION
CONSTRUCTION & DEMOLITION RECYCLING FACILITY
1530 DATE ST
MONTEBELLO, CA 90640**

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 790	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:19:00 PM
	GROSS WEIGHT: 20.46
	TARE WEIGHT: 13.98
	NET WEIGHT: 6.48
	MATERIAL TYPE: MIXED LOADS

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:980	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:49:00 PM
	GROSS WEIGHT: 21.53
	TARE WEIGHT: 16.05
	NET WEIGHT: 5.48
	MATERIAL TYPE: MIXED LOADS

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

No changes to the receipt will be made after you leave the scale.
 THIS RECEIPT IS VOID IF ANY HAND WRITTEN ENTRIES ARE CONTAINED.

Notice

Failure to follow the rules listed below could result in suspension of disposal privileges, injury or death.

1	Stay within 4 feet of your vehicle at all times
2	No salvaging - you could be killed by heavy equipment
3	Follow all instructions given by site personal.
4	Observe posted speed limits and traffic signs.
5	Maintain a safe distance between vehicles while driving and unloading.
6	No rapid backing up to dislodge loads.
7	Children under 18 years old must remain inside the vehicle at all times.
8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 981	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:11:00 PM
	GROSS WEIGHT: 24.46
	TARE WEIGHT: 15.80
	NET WEIGHT: 8.66
	MATERIAL TYPE: MIXED LOADS

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:982	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:12:00 PM
	GROSS WEIGHT: 23.53
	TARE WEIGHT: 16.05
	NET WEIGHT: 7.48
	MATERIAL TYPE: MIXED LOADS

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:593	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:24:00 PM
	GROSS WEIGHT: 19.57
	TARE WEIGHT: 15.40
	NET WEIGHT: 4.17
	MATERIAL TYPE: MIXED LOADS

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9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:354	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:34:00 PM
	GROSS WEIGHT: 21.96
	TARE WEIGHT: 15.00
	NET WEIGHT: 6.96
	MATERIAL TYPE: MIXED LOADS

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:716	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:50:00 PM
	GROSS WEIGHT: 22.85
	TARE WEIGHT: 15.00
	NET WEIGHT: 7.85
	MATERIAL TYPE: MIXED LOADS

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9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:818	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:55:00 PM
	GROSS WEIGHT: 21.46
	TARE WEIGHT: 14.35
	NET WEIGHT: 7.11
	MATERIAL TYPE: MIXED LOADS

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Notice

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:980	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 4:00:00 PM
	GROSS WEIGHT: 25.50
	TARE WEIGHT: 16.05
	NET WEIGHT: 9.45
	MATERIAL TYPE: MIXED INERT

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:982	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 8/25/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 4:30:00 PM
	GROSS WEIGHT: 25.10
	TARE WEIGHT: 16.05
	NET WEIGHT: 9.05
	MATERIAL TYPE: MIXED LOADS

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9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

**ACE DIVERSION
CONSTRUCTION & DEMOLITION RECYCLING FACILITY
1530 DATE ST
MONTEBELLO, CA 90640**

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:593	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:00:00 AM
	GROSS WEIGHT: 21.89
	TARE WEIGHT: 15.40
	NET WEIGHT: 6.49
	MATERIAL TYPE: MIXED LOAD

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9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:354	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:00:00 AM
	GROSS WEIGHT: 22.64
	TARE WEIGHT: 15.00
	NET WEIGHT: 7.64
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:818	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:00:00 AM
	GROSS WEIGHT: 20.49
	TARE WEIGHT: 14.35
	NET WEIGHT: 6.14
	MATERIAL TYPE: METAL

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:981	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:08:00 AM
	GROSS WEIGHT: 23.02
	TARE WEIGHT: 15.80
	NET WEIGHT: 7.22
	MATERIAL TYPE: MIXED LOAD

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:980	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:15:00 AM
	GROSS WEIGHT: 24.71
	TARE WEIGHT: 16.05
	NET WEIGHT: 8.66
	MATERIAL TYPE: MIXED LOAD

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSTON	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:982	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:21:00 AM
	GROSS WEIGHT: 20.42
	TARE WEIGHT: 16.05
	NET WEIGHT: 4.37
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:690	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:30:00 AM
	GROSS WEIGHT: 19.84
	TARE WEIGHT: 14.35
	NET WEIGHT: 5.49
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 716	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 10:51:00 AM
	GROSS WEIGHT: 22.84
	TARE WEIGHT: 15.00
	NET WEIGHT: 7.83
	MATERIAL TYPE: MIXED LOAD

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Notice

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8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 516	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:00:00 AM
	GROSS WEIGHT: 21.73
	TARE WEIGHT: 14.36
	NET WEIGHT: 7.37
	MATERIAL TYPE: MIXED LOAD

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Notice

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:593	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:15:00 AM
	GROSS WEIGHT: 19.40
	TARE WEIGHT: 15.40
	NET WEIGHT: 4.00
	MATERIAL TYPE: GREENWASTE

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

No changes to the receipt will be made after you leave the scale.
 THIS RECEIPT IS VOID IF ANY HAND WRITTEN ENTRIES ARE CONTAINED.

Notice

Failure to follow the rules listed below could result in suspension of disposal privileges, injury or death.

1	Stay within 4 feet of your vehicle at all times
2	No salvaging - you could be killed by heavy equipment
3	Follow all instructions given by site personal.
4	Observe posted speed limits and traffic signs.
5	Maintain a safe distance between vehicles while driving and unloading.
6	No rapid backing up to dislodge loads.
7	Children under 18 years old must remain inside the vehicle at all times.
8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:354	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:16:00 AM
	GROSS WEIGHT: 23.67
	TARE WEIGHT: 15.00
	NET WEIGHT: 8.67
	MATERIAL TYPE: MIXED LOAD

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:818	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:38:00 AM
	GROSS WEIGHT: 21.53
	TARE WEIGHT: 14.35
	NET WEIGHT: 7.18
	MATERIAL TYPE: MIXED LOAD

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 981	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:38:00 AM
	GROSS WEIGHT: 22.98
	TARE WEIGHT: 15.80
	NET WEIGHT: 7.18
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 980	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:45:00 AM
	GROSS WEIGHT: 23.71
	TARE WEIGHT: 16.05
	NET WEIGHT: 7.66
	MATERIAL TYPE: MIXED LOAD

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 982	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:51:00 AM
	GROSS WEIGHT: 23.07
	TARE WEIGHT: 16.05
	NET WEIGHT: 7.02
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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Notice

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 690	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 11:55:00 AM
	GROSS WEIGHT: 19.50
	TARE WEIGHT: 14.35
	NET WEIGHT: 5.15
	MATERIAL TYPE: MIXED LOAD

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Notice

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:716	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 12:05:00 PM
	GROSS WEIGHT: 21.37
	TARE WEIGHT: 15.00
	NET WEIGHT: 6.37
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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Notice

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 516	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 12:19:00 PM
	GROSS WEIGHT: 21.68
	TARE WEIGHT: 14.35
	NET WEIGHT: 7.33
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:593	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 12:21:00 PM
	GROSS WEIGHT: 21.88
	TARE WEIGHT: 15.40
	NET WEIGHT: 6.48
	MATERIAL TYPE: MIXED LOAD

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:354	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 12:36:00 PM
	GROSS WEIGHT: 22.84
	TARE WEIGHT: 15.00
	NET WEIGHT: 7.84
	MATERIAL TYPE: MIXED LOAD

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 818	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 12:45:00 PM
	GROSS WEIGHT: 19.53
	TARE WEIGHT: 14.35
	NET WEIGHT: 5.18
	MATERIAL TYPE: MIXED LOAD

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 790	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 12:50:00 PM
	GROSS WEIGHT: 22.48
	TARE WEIGHT: 14.05
	NET WEIGHT: 8.43
	MATERIAL TYPE: MIXED INERT

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:980	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 12:55:00 PM
	GROSS WEIGHT: 22.53
	TARE WEIGHT: 16.05
	NET WEIGHT: 6.48
	MATERIAL TYPE: MIXED LOAD

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 981	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:01:00 PM
	GROSS WEIGHT: 22.28
	TARE WEIGHT: 15.80
	NET WEIGHT: 6.48
	MATERIAL TYPE: GREENWASTE

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:982	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:02:00 PM
	GROSS WEIGHT: 23.53
	TARE WEIGHT: 16.05
	NET WEIGHT: 7.48
	MATERIAL TYPE: MIXED LOAD

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:690	MATERIAL ORIGIN: CDEG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:15:00 PM
	GROSS WEIGHT: 20.84
	TARE WEIGHT: 14.35
	NET WEIGHT: 6.49
	MATERIAL TYPE: MIXED LOAD

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 716	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:15:00 PM
	GROSS WEIGHT: 20.12
	TARE WEIGHT: 15.00
	NET WEIGHT: 5.12
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:593	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:25:00 PM
	GROSS WEIGHT: 22.37
	TARE WEIGHT: 15.40
	NET WEIGHT: 6.97
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

No changes to the receipt will be made after you leave the scale.
 THIS RECEIPT IS VOID IF ANY HAND WRITTEN ENTRIES ARE CONTAINED.

Notice

Failure to follow the rules listed below could result in suspension of disposal privileges, injury or death.

1	Stay within 4 feet of your vehicle at all times
2	No salvaging - you could be killed by heavy equipment
3	Follow all instructions given by site personal.
4	Observe posted speed limits and traffic signs.
5	Maintain a safe distance between vehicles while driving and unloading.
6	No rapid backing up to dislodge loads.
7	Children under 18 years old must remain inside the vehicle at all times.
8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

**ACE DIVERSION
CONSTRUCTION & DEMOLITION RECYCLING FACILITY
1530 DATE ST
MONTEBELLO, CA 90640**

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:516	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:28:00 PM
	GROSS WEIGHT: 20.93
	TARE WEIGHT: 14.35
	NET WEIGHT: 6.58
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:354	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:40:00 PM
	GROSS WEIGHT: 22.28
	TARE WEIGHT: 15.00
	NET WEIGHT: 7.28
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:818	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:45:00 PM
	GROSS WEIGHT: 21.75
	TARE WEIGHT: 14.35
	NET WEIGHT: 7.40
	MATERIAL TYPE: MIXED LOAD

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9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:980	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:45:00 PM
	GROSS WEIGHT: 24.96
	TARE WEIGHT: 16.05
	NET WEIGHT: 8.91
	MATERIAL TYPE: MIXED LOAD

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Notice

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:982	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 1:54:00 PM
	GROSS WEIGHT: 19.75
	TARE WEIGHT: 16.05
	NET WEIGHT: 3.70
	MATERIAL TYPE: MIXED INERT

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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Notice

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6	No rapid backing up to dislodge loads.
7	Children under 18 years old must remain inside the vehicle at all times.
8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:981	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:00:00 PM
	GROSS WEIGHT: 19.94
	TARE WEIGHT: 15.80
	NET WEIGHT: 4.14
	MATERIAL TYPE: METAL

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Notice

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:716	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:05:00 PM
	GROSS WEIGHT: 22.84
	TARE WEIGHT: 15.00
	NET WEIGHT: 7.84
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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Notice

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9	Use of alcohol or drugs is prohibited
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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 690	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:05:00 PM
	GROSS WEIGHT: 22.32
	TARE WEIGHT: 14.35
	NET WEIGHT: 7.97
	MATERIAL TYPE: MIXED LOAD

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9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:593	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:16:00 PM
	GROSS WEIGHT: 22.74
	TARE WEIGHT: 15.40
	NET WEIGHT: 7.34
	MATERIAL TYPE: MIXED LOAD

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:516	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:18:00 PM
	GROSS WEIGHT: 22.64
	TARE WEIGHT: 15.00
	NET WEIGHT: 7.64
	MATERIAL TYPE: MIXED LOAD

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11	No smoking.

**ACE DIVERSION
CONSTRUCTION & DEMOLITION RECYCLING FACILITY
1530 DATE ST
MONTEBELLO, CA 90640**

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:818	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:37:00 PM
	GROSS WEIGHT: 22.07
	TARE WEIGHT: 14.35
	NET WEIGHT: 7.72
	MATERIAL TYPE: MIXED LOAD

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:980	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 2:39:00 PM
	GROSS WEIGHT: 23.23
	TARE WEIGHT: 16.05
	NET WEIGHT: 7.18
	MATERIAL TYPE: MIXED LOAD

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:981	MATERIAL ORIGIN: CDBG-RG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:00:00 PM
	GROSS WEIGHT: 22.37
	TARE WEIGHT: 15.8
	NET WEIGHT: 6.57
	MATERIAL TYPE: MIXED LOAD

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:980	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:05:00 PM
	GROSS WEIGHT: 23.81
	TARE WEIGHT: 16.05
	NET WEIGHT: 7.76
	MATERIAL TYPE: MIXED LOAD

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:354	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:15:00 PM
	GROSS WEIGHT: 21.85
	TARE WEIGHT: 15.00
	NET WEIGHT: 6.85
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 716	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:25:00 PM
	GROSS WEIGHT: 22.54
	TARE WEIGHT: 15.00
	NET WEIGHT: 7.54
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 593	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:34:00 PM
	GROSS WEIGHT: 21.68
	TARE WEIGHT: 15.40
	NET WEIGHT: 6.28
	MATERIAL TYPE: MIXED LOAD

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11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #:354	MATERIAL ORIGIN: CDEG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:48:00 PM
	GROSS WEIGHT: 21.64
	TARE WEIGHT: 15.00
	NET WEIGHT: 6.64
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

No changes to the receipt will be made after you leave the scale.
 THIS RECEIPT IS VOID IF ANY HAND WRITTEN ENTRIES ARE CONTAINED.

Notice

Failure to follow the rules listed below could result in suspension of disposal privileges, injury or death.

1	Stay within 4 feet of your vehicle at all times
2	No salvaging - you could be killed by heavy equipment
3	Follow all instructions given by site personal.
4	Observe posted speed limits and traffic signs.
5	Maintain a safe distance between vehicles while driving and unloading.
6	No rapid backing up to dislodge loads.
7	Children under 18 years old must remain inside the vehicle at all times.
8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

ACE DIVERSION
 CONSTRUCTION & DEMOLITION RECYCLING FACILITY
 1530 DATE ST
 MONTEBELLO, CA 90640

FACILITY: ACE DIVERSION	ACCOUNT NAME: COMMERCIAL WASTE SERVICES, INC.
ACCOUNT: CWR	CUSTOMER TYPE: CHARGE
LICENSE #: 690	MATERIAL ORIGIN: CDBG-HG

WEIGHIN INFORMATION	
TRANS DATE: 12/15/2018	W/ STATION: 1A
	W/ MASTER: 001
	TIME IN: 3:58:00 PM
	GROSS WEIGHT: 21.82
	TARE WEIGHT: 14.35
	NET WEIGHT: 7.47
	MATERIAL TYPE: MIXED LOAD

Before leaving the scale, you are responsible for bringing to the attention of the weigh scale attendant any information on this receipt that you believe is not accurate.

No changes to the receipt will be made after you leave the scale.
 THIS RECEIPT IS VOID IF ANY HAND WRITTEN ENTRIES ARE CONTAINED.

Notice

Failure to follow the rules listed below could result in suspension of disposal privileges, injury or death.

1	Stay within 4 feet of your vehicle at all times
2	No salvaging - you could be killed by heavy equipment
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4	Observe posted speed limits and traffic signs.
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6	No rapid backing up to dislodge loads.
7	Children under 18 years old must remain inside the vehicle at all times.
8	Tools, tailgates, stake bed side rails etc. must be kept in your vehicle.
9	Use of alcohol or drugs is prohibited
10	Report all accidents and injuries to the facility supervisor prior to leaving the site or moving your vehicle.
11	No smoking.

Exhibit #5

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

NAME OF FIRM

DIRECT DISPOSAL
3720 NOAKES ST.
LOS ANGELES, CA 90023
(323) 262-1604
SWIS # 19 AR-1228

DATE

CUSTOMER NAME

JOB SITE ADDRESS

CITY OF ORIGIN

WEIGHT

X

DRIVER SIGNATURE

Unit No./Lic.

I have read and understand the terms and conditions on the back.

DIRECT DISPOSAL, WEIGHMASTER

WEIGHMASTER:

GROSS-WEIGHED BY

DEPUTY, DATE

TARE-WEIGHTED BY

DEPUTY, DATE

COMMODITY

BIN SIZE

BIN #

LC DC

WEIGHED AT
3720 NOAKES ST.
LOS ANGELES, CA 90023
LICENSE #011302

DIRECT > DISPOSAL

3720 Noakes
Los Angeles, CA 90023

Phone (323) 262-1604
Fax (323) 262-2281

NO 14888

LOAD INSPECTION

DATE	PERCENTAGE MATERIAL	SPECIAL FEES
	% OCC / Paper	Paint _____ gallons
TIME <input type="checkbox"/> AM <input type="checkbox"/> PM	% Plastic	Tree Stump _____ reg
	% Dirt	_____ large
CUSTOMER	% Concrete	_____ x-large
	% Asphalt	Tire _____ reg
TRUCK	% Drywall	_____ large
_____ trailer of _____	% Metal	Washbin _____ qty
INSPECTED BY	% Wood	REJECTED MATERIAL?
	% Mixed Inert	No <input type="checkbox"/> Yes <input type="checkbox"/> description
PICTURE STORED? <input type="checkbox"/> No <input type="checkbox"/> Yes	% Trash	
NOTE		

WHITE - Spotter YELLOW - Customer Driver PINK - Scale House

DIRECT > DISPOSAL

3720 Noakes
Los Angeles, CA 90023

Phone (323) 262-1604
Fax (323) 262 2281

NO 10/10/07

LOAD INSPECTION

DATE		PERCENTAGE MATERIAL	SPECIAL FEES
TIME	<input type="checkbox"/> AM <input type="checkbox"/> PM	% OCC / Paper	Paint _____ gallons
CUSTOMER		% Plastic	Tree Stump _____ reg
TRUCK	trailer _____ of _____	% Dirt	_____ large
INSPECTED BY		% Concrete	_____ x-large
PICTURE STORED? <input type="checkbox"/> No <input type="checkbox"/> Yes		% Asphalt	Tire _____ reg
NOTE		% Drywall	_____ large
		% Metal	Washbin _____ qty
		% Wood	REJECTED MATERIAL?
		% Mixed Inert	No <input type="checkbox"/> Yes <input type="checkbox"/> description:
		% Trash	

WHITE - Spotter YELLOW - Customer Driver PINK - Scale House

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

NAME OF FIRM

DIRECT DISPOSAL
3720 NOAKES ST.
LOS ANGELES, CA 90023
(323) 262-1604
SWIS # 19-AR-1228

DATE

CUSTOMER NAME

JOB SITE ADDRESS

CITY OF ORIGIN

WEIGHT

X

DRIVER SIGNATURE

Unit No./Lic.

I have read and understand the terms and conditions on the back.

DIRECT DISPOSAL, WEIGHMASTER

WEIGHMASTER:

GROSS-WEIGHED BY

DEPUTY, DATE

TARE-WEIGHTED BY

DEPUTY, DATE

COMMODITY

BIN SIZE

BIN #

LC DC

WEIGHED AT
3720 NOAKES ST.
LOS ANGELES, CA 90023
LICENSE #011302

Exhibit #6

City of Hawaiian Gardens

Quarterly Reporting

Franchise Fee and Diversion Reporting



(A) Reporting Year 2018

(B) Reporting Quarter <i>(Check the indicated Qtr.)</i>		(C) Payment Remittance: <i>(Check all that apply)</i>			
1st. Qtr. (Jan-Mar)	<input type="checkbox"/>	Due May 15th	Franchise Fee Payment	<input type="checkbox"/>	Due with each Qtr. Report
2nd. Qtr. (Apr-Jun)	<input type="checkbox"/>	Due Aug. 15th	Performance Audit Payment	<input type="checkbox"/>	Due each June 30th
3rd. Qtr. (Jul-Sep)	XXX	Due Nov. 15th	AB939 Program Payment	<input type="checkbox"/>	Due each June 30th
4th. Qtr. (Oct-Dec)	<input type="checkbox"/>	Due Feb. 15th	Check payable to: <i>City of Hawaiian Gardens</i>		

(D) Gross Revenue by Sector		Revenue				Franchise Fee
Residential	\$	\$72,708.54	X	10%	\$	\$7,270.85
Commercial	\$	\$64,729.13	X	10%	\$	\$6,472.91
Multi-Family	\$	\$4,912.14	X	10%	\$	\$491.21
Permanent R/O, Compactor	\$	\$19,928.64	X	10%	\$	\$1,992.86
Temporary Bins (Non C&D)	\$	\$0.00	X	10%	\$	\$0.00
Construction & Demolition	\$	\$1,500.00	X	10%	\$	\$150.00
Total	\$	\$163,778.45	X	10%	\$	\$16,377.85

(E) Tonnage Reporting <i>(Auto Fill from Worksheet)</i>				
Quarter - Month	Tons Collected	Tons Recovered	Tons Disposed	Div %
Q1 - January				
Q1 - February				
Q1 - March				
Q2 - April				
Q2 - May				
Q2 - June				
Q3 - July				
Q3 - August				
Q3 - September				
Q4 - October				
Q4 - November				
Q4 - December				

(F) Facility Reporting				
Facility Name	Facility Type	Tip Fee	Qtr. Tons	SWIS #
1 Puente Hill MRF	Recyclables MRF		4.16	
2 Downey Area Recycling Transfer	Recyclables MRF		113.71	
3 Ace Diversion	Recyclables		1104.41	
4 Ace Diversion	Greenwaste		789.02	
5 Puente Hill MRF	MSW		42.77	
6 Downey Area Recycling Transfer	MSW		2171.2	
8				
9				

Please print and sign this document upon completion.

All Sections Must Be Complete

Signature: _____

Title: _____

Date: _____

Print Name: _____

Entity: _____

Please select from drop-down list

City of Hawaiian Gardens Attn: R. Salazar, Public Works 21815 Planner Blvd. Hawaiian Gardens, CA 90716	Date Received: _____ Check #: _____ Received by: _____
---	---

Exhibit #7

Site Address :

21500 Norwalk Blvd, HG CA 90716

21905 Norwalk Blvd, HG CA 90716

12130 E Carson St A, HG CA 90716

22121 Norwalk Blvd, HG CA 90716

22121 Norwalk Blvd, HG CA 90716

22221 Norwalk Blvd, HG CA 90716

22108 Norwalk Blvd, HG CA 90716

11900 E Carson St, HG CA 90716

11962 E Carson St, HG CA 90716

11976 E Carson St, HG CA 90716

12056 E Carson St HG Ca 90716

12110 E Carson St, HG CA 90716

12150 E Carson St, HG CA 90716

12100 E Carson St A, HG CA 90716

12090 E Carson St, HG CA 90716

12591 E Carson St, HG CA 90716

12565 E Carson St, HG CA 90716

12513 E Carson St, HG CA 90716

12201 E Carson St, HG, CA 90716

12545 E Carson St, HG CA 90716

12177 E Carson St, HG CA 90716

12155 E Carson St, HG CA 90716

12135 E Carson St, HG CA 90716

12129 E Carson St, HG CA 90716

12019 E Carson St, HG CA 90716

12161 E Carson St, HG CA 90716

12029 E Carson St, HG CA 90716

21612 Norwalk Blvd, HG CA 90716

22416 Norwalk Blvd, HG, CA 90716

Location Name :

El Pescado

Tacos Kimichi

Durango Market

Sushi Forest

Food Bank

Mother's Nutritional Center

Tortas Y Jugos Jiquilpan

El Costeno Mexican Food

Peps's

Delicias San Pedro

Casa Adelita

Wienerschnitzel

Pollo Inka

Jack in The Box

East Buffet

Coco's Bionicos

Jang Soo Sushi Bar

Super HK Market

Burger King

Jun Jac Gu Ry Korean BBQ / J Korean BBQ

BBQ Night

Little Ceasers

Peris Restaurant

Taqueria Carnitas Sahuayo

Subway

Wing Stop

Starbucks

McDonalds

Taqueria Los Coyotes

US Donuts / Fresh Donuts

Telephone Number :

(714) 678-8875

(562) 299-8000

(562) 455-8036

(626) 993-4636

(562) 425-4001

(562) 421-3601

(562) 313-4811

(562) 508-9602

(562) 219-5663

(562) 316-5242

(562) 420-2620

(818) 614-8443

(310) 922-0823

(562) 277-0246

(909) 319-5471

(562) 421-0600

(562) 228-6134

(562) 865-6600

(805) 535-5037

(562) 865-1178

(562) 924-9230

(562) 860-1790

(562) 865-2717

(562) 421-7733

(562) 924-0712

(951) 543-7614

(800) 23- Latte

(562) 402-8039

(562) 455-8036

(562) 420-7733

Person To Speak With:

Marco Oreje

Pamela Moreno

Jose Anaya

Jen Kim

Melisa Hailoran

Alice Ortiz

Jeus Martinez

Danny Sela

Jacinto Sanchez

Armando Reyes

Jesus Perez

Alden Rhee

Richie Felner

Adriana Chavez

Ridwan

Crystal

Danny

Steve Kim

Marco Nunez

Alice Kim

James

Josephine

Mike Albery

Elia Macias

Kusum

Eli

Rocio Salazar

Rocio Lopez

Arturo Antonio

Long Ada

Exhibit #8

Site Address :

21500 Norwalk Blvd, HG CA 90716
 21905 Norwalk Blvd, HG CA 90716
 12130 E Carson St A, HG CA 90716
 22121 Norwalk Blvd, HG CA 90716
 22121 Norwalk Blvd, HG CA 90716
 22221 Norwalk Blvd, HG CA 90716
 22108 Norwalk Blvd, HG CA 90716
 11900 E Carson St, HG CA 90716
 11962 E Carson St, HG CA 90716
 11976 E Carson St, HG CA 90716
 12056 E Carson St HG Ca 90716
 12110 E Carson St, HG CA 90716
 12150 E Carson St, HG CA 90716
 12100 E Carson St A, HG CA 90716
 12090 E Carson St, HG CA 90716
 12591 E Carson St, HG CA 90716
 12565 E Carson St, HG CA 90716
 12513 E Carson St, HG CA 90716
 12201 E Carson St, HG, CA 90716
 12545 E Carson St, HG CA 90716
 12177 E Carson St, HG CA 90716
 12155 E Carson St, HG CA 90716
 12135 E Carson St, HG CA 90716
 12129 E Carson St, HG CA 90716
 12019 E Carson St, HG CA 90716
 12161 E Carson St, HG CA 90716
 12029 E Carson St, HG CA 90716
 21612 Norwalk Blvd, HG CA 90716
 22416 Norwalk Blvd, HG, CA 90716

Location Name :

El Pescado
 Tacos Kimichi
 Durango Market
 Sushi Forest
 Food Bank
 Mother's Nutritional Center
 Tortas Y Jugos Jiquilpan
 El Costeno Mexican Food
 Peps's
 Delicias San Pedro
 Casa Adelita
 Wienerschnitzel
 Pollo Inka
 Jack In The Box
 East Buffet
 Coco's Bionicos
 Jang Soo Sushi Bar
 Super HK Market
 Burger King
 Jun Jac Gu Ry Korean BBQ / J Korean BBQ
 BBQ Night
 Little Ceasers
 Peris Restaurant
 Taqueria Carnitas Sahuayo
 Subway
 WingStop
 Starbucks
 Mcdonalds
 Taqueria Los Coyotes
 US Donuts / Freah Donuts

Telephone Number :

(714) 678-8875
 (562) 299-8000
 (562) 455-8036
 (626) 993-4636
 (562) 425-4001
 (562) 421-3601
 (562) 313-4811
 (562) 508-9602
 (562) 219-5663
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 (562) 865-6600
 (805) 535-5037
 (562) 865-1178
 (562) 924-9230
 (562) 860-1790
 (562) 865-2717
 (562) 421-7733
 (562) 924-0712
 (951) 543-7614
 (800) 23- Latte
 (562) 402-8039
 (562) 455-8036
 (562) 420-7733

Person To Speak With:

Marco Oreje
 Pamela Moreno
 Jose Anaya
 Jen Kim
 Melisa Halloran
 Alice Ortiz
 Jeus Martinez
 Danny Sela
 Jacinto Sanchez
 Armando Reyes
 Jesus Perez
 Aiden Rhee
 Richle Felner
 Adriana Chavez
 Ridwan
 Crystal
 Danny
 Steve Kim
 Marco Nunez
 Alice Kim
 James
 Josephine
 Mike Albery
 Elia Macias
 Kusum
 Eli
 Rocio Salasar
 Rocio Lopez
 Arturo Antonio
 Long Ada

Exhibit #9

**COUNTY SANITATION DISTRICTS OF LOS ANGELES
REFUSE DISPOSAL RECEIPT**

WEIGHBACK INFORMATION

TRANS. NUMBER: 901161697 W/STATION : 4
TRANS. DATE : 07/01/2019

TIME OUT : 03:48:47 PM
GROSS WEIGHT: 17.66
TARE WEIGHT : 15.18
NET WEIGHT : 2.48

PRINTED DATE: 07/01/2019
03:48:47 PM

REFUSE TYPE: Refuse
RATE: 56.31
SUBTOTAL: 139.65
@ WB TOTAL FEE: 139.65 (PAID @ WI: 280.56)
FEE ADJUSTMENT: -150.91 <--- REFUND THIS AMOUNT



THIS RECEIPT IS VOID IF ANY HAND WRITTEN ENTRIES ARE CONTAINED
Each driver or payee is responsible for determining the accuracy on this receipt.
Any questions or wrong information should immediately be brought to the attention of the scale attendant
prior to leaving the transaction area. A new corrected receipt will be issued.

**COUNTY SANITATION DISTRICTS OF LOS ANGELES
REFUSE DISPOSAL RECEIPT**

WEIGHBACK INFORMATION

TRANS. NUMBER: 901161948 W/STATION : 5
TRANS. DATE : 07/02/2019

TIME OUT : 08:35:16 AM
GROSS WEIGHT: 19.62
TARE WEIGHT : 16.90
NET WEIGHT : 2.72

PRINTED DATE: 07/02/2019
08:35:17 AM

REFUSE TYPE: Refuse
RATE: 56.31
SUBTOTAL: 153.16
@ WB TOTAL FEE: 153.16 (PAID @ WI: 400.83)
FEE ADJUSTMENT: -247.77 <--- REFUND THIS AMOUNT



THIS RECEIPT IS VOID IF ANY HAND WRITTEN ENTRIES ARE CONTAINED
Each driver or payee is responsible for determining the accuracy on this receipt.
Any questions or wrong information should immediately be brought to the attention of the scale attendant
prior to leaving the transaction area. A new corrected receipt will be issued.

**COUNTY SANITATION DISTRICTS OF LOS ANGELES
REFUSE DISPOSAL RECEIPT**

WEIGHBACK INFORMATION

TRANS. NUMBER: 901163357 W/STATION : 4
TRANS. DATE : 07/05/2019

TIME OUT : 11:14:30 AM
GROSS WEIGHT: 17.07
TARE WEIGHT : 14.44
NET WEIGHT : 2.63

PRINTED DATE: 07/05/2019
11:14:30 AM

REFUSE TYPE: Refuse
RATE: 56.31
SUBTOTAL: 148.10
@ WB TOTAL FEE: 148.10 (PAID @ WI: 257.34)
FEE ADJUSTMENT: -109.24 <--- REFUND THIS AMOUNT



THIS RECEIPT IS VOID IF ANY HAND WRITTEN ENTRIES ARE CONTAINED
Each driver or payee is responsible for determining the accuracy on this receipt.
Any questions or wrong information should immediately be brought to the attention of the scale attendant
prior to leaving the transaction area. A new corrected receipt will be issued.

[Home](#) » [Solid Waste Information System \(SWIS\)](#) » [Facility/Site Search](#) » This Facility

SWIS Facility Detail

Ace Diversion Inc. (19-AA-1131)

CalRecycle Contact: [Benjamin Escotto](#) (916) 341-6138

- | | | | | |
|------------------------|----------------------------|-----------------------------|----------------------|---------------------------|
| Detail | Inspection | Enforcement | Maps | Documents |
|------------------------|----------------------------|-----------------------------|----------------------|---------------------------|

Identification

Location
 Ace Diversion Inc.
 1530 and 1540 Date St. Montebello, CA 90640
Latitude
 33.99375
Longitude
 -118.12706
GIS Confidence
 Map
US EPA FRS ID
 --

Local Enforcement Agency (LEA)

County of Los Angeles Department of Public Health
 5050 Commerce Dr
 Baldwin Park, CA 91706
 (P) 626-430-5540 (F) 626-813-3022

Operator/Business Owner

Ace Diversion 1530 Date Street
 Montebello, CA 90640
 (P) (323) 718-0959 (F)

Land Owner(s)

Aron Petrosian Family Trust P.O. Box 4006
 Glendale, CA 91222
 (P) (213) 216-1779 (F)

Other information

Surrounding Land Use
 --

Permit Detail

Current - Permit or EA Notification Issue Date **March 19, 2019** Type: **Registration**
[View Document](#)

Unit Specifications

[Data Dictionary](#)

Unit: 01 / Medium Vol CDI Debris Proc. Fac.

Activity
 Medium Vol CDI Debris Proc. Fac.
Classification
 Solid Waste Facility
Category
 Transfer/Processing
Regulatory Status
 Permitted
Operational Status
 Active
Operational Type
 Not Available
Ceased Op Date
 Not Available
Closure Type
 Not Available
Waste Type

Inspection Frequency
 Monthly
Max. Permitted Throughput
 175 Tons/day
Max. Permitted Capacity
 63,875 Tons/year
Total Acreage
 1,2000 Acres

Construction/demolition, Green Materials, Inert, Metals, Wood waste



Solid Waste Facilities <https://www.calrecycle.ca.gov/SWFacilities/>
Contact: PermitTraining&Assistance@calrecycle.ca.gov, (916) 341-6337

©1995, 2019 California Department of Resources Recycling and Recovery (CalRecycle)

ATTACHMENT "H"

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Haik Petrossian [mailto:haik@cwrservices.com]
Sent: Tuesday, September 10, 2019 8:51 PM
To: Ramie Lepe
Cc: Jake ; Robert Salazar; Ernie Hernandez
Subject: Re: Customer List request / Quarterly Report

Ramie

Sorry Ramie I was on vacation last week and didn't respond.

Not sure what mailer you are referring to. 90% of the city is in compliance with the organic program. We have a few people who claim they don't produce organic waste but they clearly do so I will meet up with Robert and Fred in regards to that only because both of them have reached out and said they would assist. Michael has sent a list of customers that have signed up for organic services and the list of customers that have refused.

As for the quarterly report I will resend a copy. As for the fee if you haven't received it I need to stop the cashiers check we sent out and reissue a new one.

Also we need to setup regular meetings because the cities waste consultant failed to do his job properly and sabotaged the diversion numbers. Unfortunately for the city it is not meeting Ab 939 standards. This is something we should discuss sooner than later.

Sent from my iPhone

On Sep 4, 2019, at 10:27 AM, Ramie Lepe <rlpe@hgcity.org> wrote:

Haik,

mailer is sent to the right service type (commercial, residential, or multi-family) could you include the following information on the customer list:

Customer Name
Mailing address
Bin size(s)
Frequency of service

We would like to have the mailers sent out next week, so if you could provide the list by Monday, 8/19 we could meet our deadline.

Thank you,
Ramie L. Torres
Admin. Technician | Public Works
City of Hawaiian Gardens
21815 Pioneer Blvd.
Hawaiian Gardens, CA 90716
(562) 420-2641 ext. 202
<image002.jpg>
[Website](#) | [Facebook](#) | [Instagram](#) | [Twitter](#) | [YouTube](#)

ATTACHMENT "I"



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Indian Wells
(760) 568-2611
Los Angeles
(213) 817-8100
Manhattan Beach
(310) 843-8448
Ontario
(909) 989-8684

18101 Von Karman Avenue, Suite 1000, Irvine, CA 92612
Phone: (949) 263-2600 | Fax: (949) 260-0972 | www.bbklaw.com

Riverside
(951) 686-1460
Sacramento
(916) 326-4000
San Diego
(619) 526-1300
Walnut Creek
(926) 977-3300
Washington, DC
(202) 786-0600

September 25, 2019

VIA U.S. MAIL & EMAIL

Commercial Waste Services, Inc.
1530 Date Street,
Montebello, CA 90640
Attn: Haik Petrosian

Re: *Notice of CWS' Failure to Cure All Material Breaches and Determination that CWS is in Default of the Franchise Agreement and Notice of Audit ("Subsequent Notice" or "Notice").*

Dear Mr. Petrosian:

This Subsequent Notice is in response to CWS's July 5, 2019 response letter ("**Response Letter**") to the City's June 5, 2019 Notice of Default ("**Default Letter**"),¹ as well as your subsequent correspondence to the City, including but not limited to your September 10, 2019 email to Ramie Lepe where you requested a meeting with the City because CWS is failing to ensure that the City is in compliance with AB 939. Additionally, this Subsequent Notice will serve to notify CWS that it is once again in material breach of the Agreement² for its failure to submit timely quarterly reports and franchise fees for Quarter 2 of 2019.

As a preliminary matter, we wish to address CWS's stated position in its Response Letter that it "has not committed *any* Material Breaches" (emph. added). Posturing aside, the City believes it has and can verify through documentation CWS's monetary breaches, including inaccurate reporting of its diversion rates. You also admit in your September 10th email that the City is not meeting its requirements under AB 939. Although the City finds that CWS has now cured *some* of the Material Breaches, it by no means cured *all* of the Material Breaches within the thirty (30) days allotted and significantly, to date, such breaches remain uncured. As such, CWS is in default of the Agreement, in accordance with Section 9.3.

At this point, the City has afforded CWS well more opportunity to cure than what the Agreement requires for the its Material Breaches. Nevertheless, the City desires to continue to work with CWS towards the goal of resolving all remaining breaches and defaults. Accordingly:

¹ The City sent a supplemental letter with additional supporting information about CWS's inaccurate reporting on June 27, 2019 ("**Supplemental Letter**").

² All capitalized terms used herein that are not otherwise defined shall have the meaning given to them in the Franchise Agreement and the City's prior Default and Supplemental Letters and Notices.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

September 25, 2019
Page 2

- A. Unless otherwise specified, CWS will have ten (10) days from the date of this Notice to further respond as set forth herein.³
- B. Additionally, the City will be exercising its right to audit CWS pursuant to Article 8 of the Agreement. CWS will have thirty (30) days from the date of the Notice to make available all records and documents identified in this Notice.
- C. In furtherance of the City's efforts to continue to work with CWS to resolve these outstanding Material Breaches, the City agrees that a second in-person meeting should occur. The City believes that this meeting should occur after the City has completed its audits of CWS and issued a report. Therefore, the City proposes a meeting date during the week of October 28, 2019.⁴ Please let us know at your earliest possible convenience of your availability that week.

Through this Notice, as set forth in detail below, the City will (i) address the additional Material Breach of failing to timely submit the quarterly reports or pay the franchise fees for the Second Quarter, (ii) commence the audit process, and (iii) respond to the continued Material Breaches (previously identified in past Notices and correspondence).

I. ADDITIONAL MATERIAL BREACH: CWS HAS NOT SUBMITTED ITS SECOND QUARTER REPORTS OR PAID THE REQUIRED FRANCHISE FEE AND IS IN MATERIAL BREACH.

Pursuant to Section 3.1 of the Agreement, a failure to timely and accurately pay the Franchise Fee is considered a material breach of the Agreement. Section 3.1 requires CWS to pay a quarterly fee to the City equal to 10% of the Gross Receipts collected during the preceding quarter. As of the date of this Notice, CWS has again failed to timely the Franchise Fee—this time for the second quarter of 2019 Franchise Fee, which was due on August 15, 2019.

Additionally, CWS has failed to timely submit its second quarter Quarterly report, which was due on August 15, 2019. *The City demands that within ten (10) days from the date of this Notice, CWS pay the City the second quarter Franchise Fee and submit a complete and accurate Quarterly Report.*

³ Because CWS has failed to cure outstanding Material Breaches, the City is not obligated to "restart" any of the notice requirements set forth in Article 9. Nevertheless, the City is affording CWS an additional ten (10) days from the date of this Subsequent Notice to address these issues. Additionally, with respect to the Second Quarter reports and franchise fees, CWS has ten (10) days from the date of this Subsequent Notice to cure that breach.

⁴ In addition to everything identified and requested herein, should you believe you have any further relevant information relating to CWS's performance under the Agreement or any of the Material Breaches (including failure to provide the Second Quarter Reports and Franchise Fee), please provide the City with anything you believe necessary for us to review prior to this meeting.



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Section 3.1 also subjects CWS to a compounding late payment penalty of 1.5% per month, or any fraction of a month beyond the prescribed due date. Section 3.1 acknowledges that this is an “agreed upon penalty” that is cumulative upon any balances owing or subsequently found as owing. *The City will send a follow-up demand for the late payment penalties, once it has received the Franchise Fee payment.*

II. THE CITY IS COMMENCING AUDITS PURSUANT TO ARTICLE 8 OF THE AGREEMENT

Pursuant to Section 8.1, the City exercises its right to review CWS’s annual financial statements. CWS must allow the City to review copies of the financial statements at CWS’ local office or other such mutually agreeable premises. *Therefore, within thirty (30) days from the date of the Notice, CWS must permit the City to review CWS’ financial statements. Please provide dates that the City, or its representative, may conduct this audit.*

Pursuant to Section 8.2, CWS’s records of customer complaints, tonnage collection, disposal, diversion compliance records, maps, billing records, gross income, franchise fee payments, curbside recycling payments, customer lists with service type and frequency, and customer payment histories shall be made available at any time during regular business hours upon thirty (30) days’ notice. CWS must provide the City with a copy of any requested record at no cost to the City. *Therefore, within thirty (30) days from the date of the Notice, CWS must permit the City to inspect CWS’ all records identified herein. Please provide dates that the City, or its representative, may conduct this audit.*

III. THE CITY’S RESPONSE TO OUTSTANDING DEFAULTS AND MATERIAL BREACHES

A. CWS Has Failed to Provide the City With Its Performance Bond From July 1, 2018 to June 12, 2019

As a reminder, during the June 3, 2019 in-person meeting, CWS specifically represented that it already had a performance bond in place that satisfied Section 3.3 of the Agreement. CWS represented it could provide the City with such evidence within twenty-four (24) hours. Ultimately, however, CWS only provided a performance bond with an effective date of June 13, 2019. The date of the performance bond does not correlate with CWS’ claim on June 3, 2019 and does not account for the prior eleven (11) months when the Agreement was executed. In the Response Letter, CWS claimed that the requested performance bond was attached as “Exhibit 1.” However, no document was attached as “Exhibit 1.” As such, CWS has still not satisfied Section 3.3 of the Agreement. *Therefore, the City again demands that within ten (10) days from the date of this Notice, CWS produce the Performance Bond that was in place between July 1, 2018 and June 12, 2019.*



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B. CWS Has Failed to Meet the Diversion Rates Required by AB 939 and the Agreement

As CWS admits in its September 10, 2019 email, the City is not meeting its requirements under AB 939. As CWS is aware, this responsibility falls solely on CWS. CWS's Response Letter asserts that Section 18 of CWS's bid proposal includes a "ramp up" period to meet the target diversion rate. CWS further asserts that the "City accepted this premise when it entered into the Agreement." These assertions are misleading and inaccurate. The City was unable to locate anywhere within Section 18 of the bid proposal that discusses a "ramp up" of any kind. Moreover, Section 6.8 of CWS's bid proposal—which discusses waste diversion and disposal reporting requirements—makes no mention of a "ramp up" period, and Section 11 of CWS's bid proposal—which discusses the implementation plan—fails to state anywhere that there is a "ramp up" period for meeting the diversion requirements. In fact, the "Proposed Transition Schedule," provided as a part of that Section 11, shows that CWS would have its "26 Point Implementation Check List" completed before July 1, 2018 and would be ready to begin collection on July 1, 2018. The City was unable to find any mention of a "ramp up" period within the entire Agreement regarding diversion requirements.

As such, there is no provision within the Agreement, or CWS's bid proposal, that excuses CWS from meeting the diversion requirements of Section 5.1, nor from ensuring the City meets the diversion requirements of AB 939.⁵

1. AB 939 Diversion Rates

CWS's Response Letter asserts that the City met its diversion requirements under ABA 939 in Quarter 4 of 2018 and Quarter 1 of 2019. However, from the City's review of the relevant documents, CWS has failed to ensure that the City meets its diversion requirements under AB 939 during any quarter in which it has been responsible for the City's waste.

CWS further asserted in its Response Letter that (i) the waste generation methodology utilized in SB 1016 demonstrates that CWS has met the 50% diversion rate for the 3rd Quarter of 2018, and (ii) the State-approved disposal reporting system's ("DRS") citywide disposal data is inaccurate (CWS subsequently utilized an amended 3rd Quarter disposal tonnage report as a factor in determining AB 939 compliance). The DRS system reported 3,170.63 tons of disposed waste; CWS reported 2,213.97 tons of disposed waste.

⁵ CWS's discussion of Republic Services is irrelevant. CWS is responsible for meeting the diversion requirements of Section 5.1 and AB 939 during the quarters in which it serviced the City as the franchised waste hauler.



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To understand how the State calculates diversion, we start with SB 1016. SB 1016 is a calculation methodology that extrapolates the amount of solid waste “generated” by a municipality’s resident and/or employment population. Said methodology calculates the pounds per person per day (“PPD”) of waste generated, and compares that amount with the amount of the audited DRS landfilled tonnage. This is done in order to establish the maximum amount of waste that may be disposed by a municipality for the purpose of meeting the diversion requirements of AB 939. The SB 1016 generation methodology does not, and has never, utilized the “collected” and/or “disposed” waste of a franchised hauler. Utilizing the SB 1016 generation methodology with hauler collected or hauler disposed waste is both erroneous and an inaccurate representation of the quantification process for reporting AB 939 diversion compliance.

Table 1: 2018 - CalRecycle Per Capita Diversion Rate

Period	Disposal Tonnage (DRS)	*Generation **(PPD) SB 1016	Diversion Rate
2018 1 st Qtr. (Republic)	2,625.42	4,848.28	45.85%
2018 2 nd Qtr. (Republic)	<u>2,671.79</u>	<u>4,957.23</u>	46.10%
2018 Q1 & Q2 (Republic)	5,297.21	9,805.51	45.98%
2018 3 rd Qtr. (CWS)	2,393.74	5,011.71	52.24%
2018 4 th Qtr. (CWS)	<u>3,170.63</u>	<u>5,011.71</u>	36.74%
2018 Q3 & Q4 (CWS)	<u>5,564.37</u>	<u>10,023.42</u>	44.49%
2018 Total	10,861.58	19,828.93	45.22%

* CalRecycle Reported Resident Population for 2018 = 14,723
** Pounds Per Person Per Day Generation = 7.4 lbs.

The above establishes that the City is not meeting its diversion requirements under AB 939. Notwithstanding the foregoing, CWS appears adamant that it is complying with this legal requirement but has failed to demonstrate how it objectively can establish that it is satisfying its obligation to ensure that the City is complying with AB 939. Because the City has yet to meet its diversion requirements under AB 939, CWS continues to be in default and the City holds CWS responsible. Please be aware that the accrual of liquidated damages against CWS continues every day that CWS fails to cure this default.

Based upon the above, the City demands immediate cure. Within ten (10) days from the date of this Notice, CWS must provide the City with a detailed and verifiable plan for how it will cure this default.



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2. Section 5.1 Diversion Rates

CWS has also failed to meet its diversion requirements under the Agreement. CWS is aware that Section 5.1 specifically “requires the franchisee to meet or exceed this State mandate [AB 939] by diverting fifty percent (50%) of the solid waste collected under this franchise agreement.” [emphasis added]. That is, CWS is required to divert 50% of all waste it collects within the City. This diversion requirement is separate and additional to that of ensuring the City meets its diversion requirements under AB 939. CWS has failed to meet this diversion requirement for every quarter that CWS was responsible for the City’s waste.

Pursuant to the diversion requirements of Section 5.1, CWS is required to accurately report all solid waste collected, diverted and disposed (See Agreement, Section 5.8). In order to determine whether CWS is in fact diverting 50% of the collected wastestream, it is imperative that accurate and verifiable tonnage records are reported. To this end, CWS has amended the 3rd Quarter of 2018 and the 1st Quarter of 2019 in its Response Letter. As of the date of this letter, CWS has failed to submit complete and accurate quarterly reports as required in the Agreement.

On or about October 18, 2018, the City emailed CWS an Excel Workbook which contained four tabs: (1) Instructions, (2) Worksheet, (3) Qtr. Rpt. Pg1, and, (4) Qtr. Rpt. Pg2. Additionally, on or about December 18, 2018, the City sent a revised Excel Workbook file to CWS that included minor revisions to the October 18, 2018 transmission.

As of the date of this letter, CWS has submitted the following Quarterly Reports:

Table 2: CWS Quarterly Report Submittals

Date	Reporting Quarter/Year	Complete Workbook	Signature Included	Original/Amended
October 30, 2018	Q3 - 2018	Yes	No	Original
July 5, 2019	Q3 - 2018	No	No	Amended
January 26, 2019	Q4 - 2018	Yes	Yes	Original
May 15, 2019	Q1 - 2019	No	No	Original
July 5, 2019	Q1 - 2019	No	No	Amended

As demonstrated in Table 3 (below), CWS’s quarterly diversion rates have significantly changed since the submittal of the amended reports. Regardless of the wholesale changes submitted on July 5, 2019, CWS’s diversion rate has not met the requirements of Section 5.1 of the Agreement. CWS’s diversion rates, when calculated by dividing the LACSD disposal tonnage against the total reported quarterly collected tonnage are as follows:

2018 Q3 – Original report of collected tonnage = 34.35%



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- 2018 Q3 – Amended report of collected tonnage = 47.61%
- 2018 Q4 – Original report of collected tonnage = 8.76%
- 2019 Q1 – Original report of collected tonnage = 0.00% (Negative Diversion Value)
- 2019 Q1 – Amended report of collected tonnage = 41.10%

In order for the City to accurately monitor diversion rates, the City must have accurate and quantifiable reporting. The City finds that CWS has failed to meet the 50% diversion requirements as specified in Section 5.1 of the Agreement. Additionally, CWS has failed to supply any facility diversion support documentation attesting that CWS has achieved 100% of the curbside recyclables, 100% of the curbside greenwaste, 100% of the commercial comingled recyclables and 100% of the commercial greenwaste was achieved, as represented in CWS' quarterly reports. The City is aware, as referenced by the former franchisee Republic Services, which noted levels of contamination exist in all referenced categories.

Because CWS has failed to provide this supporting documentation and information to the City, the City will use the audit to determine for itself whether CWS's reporting is accurate. **As CWS has been previously informed, failing to provide the City with requested documentation and information is a material breach of the Agreement.** Therefore, as part of the documentation needed for the audit, CWS is required to provide facility specific support diversion documentation for all multi-family MRF processing, all commercial comingled recyclable processing, commercial greenwaste processing, residential comingled MRF processing, and residential greenwaste processing. Waste characterizations of each waste stream performed by the processing facility must be included, including but not limited to the materials recovered as well as rate of contamination reported as disposed. Additionally, all collected, diverted and landfilled waste must be accurately reported in order for City to determine diversion rates.

As with the diversion requirements under AB 939, CWS is adamant that it is complying with Section 5.1. Because the City has yet to meet its diversion requirements under Section 5.1, CWS continues to be in default and the City holds CWS responsible. Again, the accrual of liquidated damages against CWS continues every day that CWS fails to cure this default. ***Based upon the above, the City demands immediate cure. Within ten (10) days from the date of this Notice, CWS must provide the City with a detailed plan for how it will cure this default.***

C. CWS's Response Failed to Address Its Inaccurate Reporting

In the Supplemental Letter, the City noted CWS's inaccurate reporting along with the discrepancies between what CWS was reporting to the City and the information the City was getting from the State and County facilities. CWS did not address this Supplemental Letter in its Response Letter; however, it did submit amended quarterly reports with significantly different



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numbers from their original reports. These actions are exactly the kind of concerns the City discussed in its Supplemental Letter.

The City will not accept inaccurate reporting and efforts to mislead the City about its rates for collection and diversion suggests malicious intent and brings into question whether the inaccurate reporting was, in fact, an innocent mistake. There is no reason or excuse for misreporting such large discrepancies. The City has been made aware that this kind of behavior by CWS has occurred before.⁶

Table 3: CWS Quarterly Tonnage Submittals

Reporting Period	Document	Tons Reported Collected	Tons Reported Diverted	Tons Reported Disposed	Tons Reported Disposed *(LACSD)	**Diversion Rates
2018 – Q3	Original	3,366.81	1,600.62	1,766.19	2,213.97	34.35%
2018 – Q3	Amended	4,225.27	2,011.30	2,213.97		47.61%
2018 – Q4	Original	3,001.64	1,049.75	1,951.89	2,738.92	8.76%
2019 – Q1	Original	1,493.06	601.00	892.06	1,856.81	0.00%
2019 – Q1	Amended	4,783.98	2,192.58	2,591.58		41.10%

* LACSD = Los Angeles County Sanitation Districts

** Diversion Rate Utilizing LACSD Tons Disposed, Divided by Tons Collected

Due to the lack of accurate tonnage reporting by CWS, the City will initiate an audit of CWS's records as specified in Sections 8.1, 8.2, 8.3, and 8.4. CWS shall, within thirty (30) days of this Notice, inspect and document all of the following items specified in the above referenced Sections of Article 8 of the Franchise Agreement, including, but not limited to:

⁶ Specifically, the City is aware that on August 11, 2017, CWS received notification from the City of Los Angeles that its Solid Waste Hauler Permit was being revoked for violating the City of Los Angeles' Municipal Code. One of the allegations against CWS was that CWS was inaccurately reporting documentation relating to tonnage collected within the City of Los Angeles. This allegation is very familiar to our own situation. Another allegation was that CWS failed to remit AB 939 fees. The City of Los Angeles determined that CWS owed nearly \$1 million in fees and penalties. Another allegation against CWS was its failure to cooperate with the City of Los Angeles' audit. CWS, through Haik Petrosian, apparently engaged in intimidating behavior during the audit. Also of note, Section 15 of CWS' bid proposal, which discusses past or pending litigation, judgements, penalties, fines and violations, is silent about this situation in the City Los Angeles. It seems obvious that having a permit revoked for violating the City of Los Angeles' Municipal Code, which resulted in penalties, would qualify as a penalty, fine, and violation. As such, CWS should have disclosed this in its bid proposal.



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1. 2018 Financial Statement (8.1)
2. Customer Complaints
3. AB 939 Compliance Records:
 - a. All Collection Weight Tickets
 - b. All Diversion Weight Tickets
 - c. All Disposal and Non-Disposal Weight Tickets
4. Billing Records
5. Gross Income Records
6. Franchise Fee payments with calculations
7. Curbside Recycling Payments
8. Customer Payment History

Furthermore, Section 8.2 states “Franchise shall provide City with a copy of any requested record at no cost to City, nothing in this Agreement shall interfere with any legal requirements that such records be kept for a longer period of time.”

Note that the City has attached to this Notice as Exhibit “A,” the documents that it relied upon for the Supplemental Letter. *Therefore, within ten (10) days from the date of this Notice, CWS must respond to the information provided in the Supplemental Letter to provide a detailed explanation and justification for the discrepancies in reporting.*

D. It Appears CWS’s Failure to Provide City Diversion Rates From MRF and Dart Facilities Is Because It Has Failed To Obtain A City Specific Diversion Agreement With The Los Angeles County Sanitation Districts (“LACSD”)

The City believes that part of the core issue surrounding CWS’s Material Breaches stems from the fact that it does not have an agreement in place with LACSD to specifically sort the City’s waste and report the City’s specific diversion. CWS’ Response Letter asserts that this is not possible; however, this assertion is inaccurate.

On August 8, 2019, the City contacted LACSD’s to confirm the possibility of city specific diversion. Mr. Asgian of the LACSD confirmed that the LACSD does have the ability to enter into a city specific diversion agreement for curb-side comingled recyclables, Multi-Family and Commercial solid waste processing. Additionally, Mr. Asgian informed the City that the PHMRF processing lines were shut down in October of 2018, and will be re-opening with a new processing line in November of 2019.

Since this default procedure began back in June 2019, CWS has made no effort to obtain this kind of city specific diversion agreement despite the City’s instruction to do so and has, in fact, continued to assert that such city specific diversion is impossible. *Therefore, within ten (10)*



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days from the date of this Notice, CWS must provide evidence to the City that it has begun the process of obtaining a contract with the County to specifically sort and report the City's waste.

E. Certified Tonnage Receipts

CWS has now provided certified inbound weight reports for the 2018 quarterly "Block Grant" (CDBG) clean-up program.

F. CWS Has Failed to Provide Any Evidence of its Compliance with AB 1826

CWS asserts in its Response Letter that "as of the date of this letter, the AB 1826 organic waste program is fully implemented." If true, the City would be pleased with such news. However, the City is not able to verify this claim made by CWS. The document provided by CWS in support of this claim is simply just a list of businesses. There is no documentation supporting that these businesses are participating in and actually implementing the program.

Pursuant to Sections 4.13.3-4.13.5 and Section 5.8.1(ix) of the Agreement, the City requires that CWS provide AB 1826 program implementation reports and records that demonstrate: (1) covered customers are in fact participating in an approved AB 1826 program, (2) any customers refusing to participate, evidence that their waste is processed at a MRF (Section 4.13.5), (3) evidence that the MRF processing achieved a 50% diversion rate, and (4) on-site technical assistance logs, including location address, date, contact person and discussion notes (Section 5.8.1(ix)).

Additionally, as set forth in Section 6.3.8 - "Green Waste / Organics Recycling Program" and Section 6.4.5 - "Organics Recycling Program" of CWS' bid proposal, CWS must provide evidence of all outreach activities by Clements Environmental, including but not limited to, listed action items 1-9 in both Sections, and evidence of MRF Processing (Section 6.4.6).

Therefore, within ten (10) days from the date of this Notice, CWS must provide all evidence and documentation to the City that CWS has "fully implemented" the requirements of AB 1826.

G. CWS Has Failed to Provide Evidence of its Compliance with AB 341

As with AB 1826 above, CWS has provided the City with no evidence to verify that "34 commercial customers have agreed to mandatory commercial recycling." The document provided by CWS in support of this claim is the same as what was provided to the City regarding compliance with AB 1826. Again, there is no documentation supporting that these businesses are participating in the program and whether or not these businesses are actually implementing the program.

Pursuant to Sections 4.13.3-4.13.5, and Section 5.8.1(ix) of the Agreement, the City requires that CWS provide AB 341 program implementation reports and records that demonstrate (1) covered customers are in fact participating in an approved AB 341 program, (2) any customers failing to



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participate, evidence that their waste is processed at a MRF (Section 4.13.5), (3) evidence that the MRF processing achieved a 50% diversion rate, and (4) on-site technical assistance logs, including location address, date, contact person and discussion notes (Section 5.8.1(ix)).

Additionally, in Section 6.4.4 - "Commercial Recycling Program" and Section 6.4.6 - "Commercial AB 342 and AB 1826 MRF Processing" of CWS' bid proposal, CWS must provide evidence of all outreach activities by Clements Environmental including but not limited to listed action items 1-9 and evidence of MRF Processing (Section 6.4.6).

Therefore, within ten (10) days from the date of this Notice, CWS must provide all evidence and documentation to the City that CWS has "fully implemented" the requirements of AB 341.

H. CWS Has Not Delivered or Begun Operating With Its New Fleet of Clean Air Vehicles

As of the date of this Notice, CWS has not provided evidence that a new fleet of clean-air vehicles is operating within the City's limits. Section 6.1 of the Agreement (which commenced on July 1, 2018) requires that on or before the thirteenth month of the Agreement Term, CWS shall have delivered and commenced operations with a fleet of new clean-air collection vehicles. The deadline to commence operations with the new fleet has now come and gone, and to the City's knowledge, the new fleet is not in operation.

CWS reported in its Response Letter that three new "2020" automated side-loaders, one new "2020" front-loader, and one new "2020" roll-off collection vehicles had been ordered from Rush Truck Center. On August 9, 2019, the City had a conversation with the Rush Truck Center, which confirmed that the collection vehicles bodies were still in fabrication and a final delivery date was not yet available—*i.e.*, at that time, the failure to have delivered the fleet was already a material breach of the Agreement. Over a month later, that default continues.

Furthermore, in CWS's 3rd Quarter of 2018 report, CWS provided a list of collection vehicles utilized for the collection of solid waste in the City of Hawaiian Gardens. CWS lists one diesel front-loader, one CNG roll-off vehicles, one CNG side-loader and three diesel side-loaders. Section 6.1.1 of the Agreement states as follows:

During the thirty (30) days of the Agreement Term, Franchisee shall provide evidence that it has purchased and put in service a fleet of used clean-air collection vehicles sufficient in number and capacity to perform efficiently the work required by this Agreement in strict accordance with its terms. Franchisee, during the first twelve (12) months of the Agreement, may operate with used clean-air collection vehicles no older than seven years of age. If the fleet is composed of used vehicles, they shall be no older than eight (8) years of age at any time during years two (2) through ten (10) of the Agreement. Collection vehicles must meet all applicable local, state, and federal air quality laws, rules, and regulations, including, but not limited to, South Coast Air Quality



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Management District Rule 1193 relating to alternative fueled trash collection equipment.

Apparently, CWS has been utilizing non-clean air collection vehicles pursuant to the Rule 1193; however, three of the side-loaders appear to be older in age than permitted by this section. Although the City was not aware of this breach originally, such late notice of this issue does not permit CWS to continue to operate in violation of the Agreement.

Therefore, within ten (10) days from the date of this Notice, CWS must provide documentation to the City of a verifiable delivery date for each vehicle purchased.

I. CWS Is Not Complying with the Multi-Family 50% Diversion Requirement.

CWS has failed to achieve a minimum of fifty-percent (50%) diversion of the collected multi-family waste. Section 4.5.3(i) of the Agreement requires CWS to process all Multi-Family complexes consisting of five (5) units or more at a fully permitted Materials Recovery Facility and shall divert a minimum of 50% of the collected waste. CWS reported that the Multi-family waste was being processed at the Puente Hills MRF, however, CWS erroneously reported said activities, and failed to produce any quantifiable documentation that verified any measurable diversion. Furthermore, CWS failed to provide any evidence of an Agreement with an alternative MRF processor. Section 6.3.2 of CWS' bid proposal states that CWS will deliver multi-family waste to both the SERRF waste-to-energy facility and the Puente Hills MRF in order to achieve at least 50% diversion of said collected waste.

Therefore, within ten (10) days from the date of this Notice, CWS must provide the City with evidence that multi-family waste was actually delivered to the Puente Hills MRF and the SERRF waste-to-energy facility or a substitute permitted MRF and/or Waste-to-Energy Facility. This evidence must include monthly facility diversion reporting documentation that a diversion rate of at least 50% was achieved.

J. CWS Has Still Not Provided Any Information or Documentation to Cure the Miscellaneous Breaches Identified in the Default Letter

Included in the Default Letter was Exhibit "A", entitled "Solid Waste & Recycling Agreement Deficiencies". Items that are not specifically addressed above, yet are still pending and past due include Items 1-17 under the General Activity Section of the table, and Items, 18, 19, 20, 21, 22, 24, 25, 31, 32, 33, 34, 35, 36, 37, 38, 39, and 40.

Therefore, within ten (10) days from the date of this Notice, CWS must provide City with documentation that addresses each pending item as referenced in the Default Letter.



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IV. CONCLUSION

The City has been more than patient with CWS during this ongoing default process, including by affording opportunities to cure that go well beyond what the Agreement requires. Notwithstanding these opportunities, CWS continues to be in Material Breach of the Agreement, including without limitation by CWS's failure to meet diversion requirements, as well as its provision of inaccurate reports and repeated failure to provide the City with requested documentation and information. The City believes the audits will help shed light on exactly what is going on with CWS. CWS should also consider complying with the demands set forth herein sooner rather than later since every day these defaults and Material Breaches are not cured, CWS continues to accrue liquidated damages.

While the City remains willing to work with CWS to cure the identified defaults, it is disconcerting that additional and new breaches continue to occur while many of the original Material Breaches remain uncured. Time is of the essence to cure these defaults. CWS has had over a year to ensure compliance with the Agreement. *Accordingly, please take notice that the City will require that all matters identified in this Notice be resolved by the dates specified herein, but in all events each and every one must be fully and completely cured at or before the in-person meeting with CWS and the City at the end of October.*

If you have any questions with regard to either the Notice, please do not hesitate to contact me.

Sincerely,

Megan K. Garibaldi
Interim City Attorney
City of Hawaiian Gardens

cc: Ernie Hernandez, City Manager (via email only)
Viken Pakradouni (via email only)

EXHIBIT A

DART: Tonnage Report for Commercial Waste Services Q3 2018**Jurisdiction: Hawaiian Gardens**

Month Year	Inbound	
	Material Type	Tons
Jul-18	Greenwaste	7.08
	Curbside Commingled Recyclables	12.27
	Refuse Minimum Load (<1 ton)	0.59
	Refuse	599.18
	MSW Processing	0.00
Aug-18	Greenwaste	2.21
	Rejected Greenwaste	11.71
	Curbside Commingled Recyclables	52.63
	Refuse Hard to Handle	19.26
	Refuse	716.01
	MSW Processing	0.00
Sep-18	Rejected Greenwaste	14.71
	Curbside Commingled Recyclables	48.81
	Refuse Hard to Handle	13.77
	Refuse	822.39
	MSW Processing	0.00
Q3 2018 Total for CWS Only	Greenwaste	9.29
	Rejected Greenwaste	26.42
	Curbside Commingled Recyclables	113.71
	All Refuse Types	2,171.20
	MSW Processing	0.00

Rejected Greenwaste - These loads have more than 1% acceptable level of contamination. However, these loads still received diversion.

DART: Tonnage Report for Commercial Waste Services Q4 2018

Jurisdiction: Hawaiian Gardens

Month Year	Inbound	
	Material Type	Tons
Oct-18	Rejected Greenwaste	53.03
	Curbside Commingled Recyclables	38.55
	Refuse Hard to Handle	8.71
	Refuse	884.06
	C&D	9.65
	MSW Processing	0.00
Nov-18	Rejected Greenwaste	43.99
	Curbside Commingled Recyclables	35.11
	Refuse Hard to Handle	15.46
	Refuse	798.07
	C&D	4.82
	MSW Processing	0.00
Dec-18	Rejected Greenwaste	22.88
	Curbside Commingled Recyclables	52.67
	Refuse Hard to Handle	12.13
	Refuse	928.08
	MSW Processing	0.00
Q4 2018 Total for CWS Only	Greenwaste	0.00
	Rejected Greenwaste	119.90
	Curbside Commingled Recyclables	126.33
	All Refuse Types	2,660.98
	MSW Processing	0.00

Rejected Greenwaste - These loads have more than 1% acceptable level of contamination. However, these loads still received diversion.

DART: Tonnage Report for Commercial Waste Services Q1 2019

Jurisdiction: Hawaiian Gardens

Month Year	Inbound	
	Material Type	Tons
Jan-19	Greenwaste	2.46
	Rejected Greenwaste	12.77
	Curbside Commingled Recyclables	55.99
	Refuse Hard to Handle	2.94
	Refuse	1,070.31
	MSW Processing	0.00
Feb-19	Rejected Greenwaste	13.28
	Curbside Commingled Recyclables	38.31
	Refuse	762.63
	MSW Processing	0.00
Mar-19	Rejected Greenwaste	68.22
	Curbside Commingled Recyclables	27.49
	MSW Processing	0.00
Q1 2019 Total for CWS Only	Greenwaste	2.46
	Rejected Greenwaste	94.27
	Curbside Commingled Recyclables	121.79
	All Refuse Types	1,835.88
	MSW Processing	0.00

Rejected Greenwaste - These loads have more than 1% acceptable level of contamination. However, these loads still received diversion.

PHMRF: Tonnage Report for Commercial Waste Services Q3 & Q4 2018, and Q1 2019

Jurisdiction: Hawaiian Gardens

Month Year	Inbound (WATS)	
	Refuse Type	Tons
Jul-18	Greenwaste	5.83
	Refuse	2.19
	MSW Processing	0
Aug-18	Rejected Greenwaste	6.94
	Curbside Commingled Recyclables	4.16
	Refuse	32.26
	MSW Processing	0
Sep-18	Refuse	8.32
	MSW Processing	0
Q3 2018 Total for CWS Only	Greenwaste	5.83
	Rejected Greenwaste	6.94
	Curbside Commingled Recyclables	4.16
	All Refuse Types	42.77
	MSW Processing	0.00
Oct-18	Refuse	3.25
	MSW Processing	0
Nov-18	Refuse	53.98
	MSW Processing	0
Dec-18	Refuse	35.18
	MSW Processing	0
Q4 2018 Total for CWS Only	All Refuse Types	92.41
	MSW Processing	0.00
Jan-19	Refuse	20.93
	MSW Processing	0
Q1 2019 Total for CWS Only	All Refuse Types	20.93
	MSW Processing	0.00

Rejected Greenwaste - These loads have more than 1% acceptable level of contamination. However, these loads still received diversion.

ATTACHMENT "J"

KIRAKOSIAN & ASSOCIATES

ATTORNEYS AT LAW
108 NORTH BRAND BOULEVARD
SUITE 201
GLENDALE, CALIFORNIA 91203
(818) 240-9800 ◊ (818) 240-6043 FAX

October 7, 2019

Megan K. Garibaldi, Esq.
18101 Von Karman Ave., Suite 1000
Irvine, CA 92612

Ernie Hernandez
City of Hawaiian Gardens
Chief Administrative Officer
21815 Pioneer Boulevard
Hawaiian Gardens, CA 90716

Re: Notice Dated September 25, 2019

Dear Ms. Garibaldi:

On September 25, 2019 on behalf of the City of Hawaiian Gardens ("City") Best Best & Krieger, LLP issued an alleged Notice of CWS' Failure to Cure All Material Breaches and Determination that CWS is in Default of the Franchise Agreement and Notice of Audit (the "Subsequent Notice"). For the reasons set forth in this letter, Commercial Waste Services, Inc. ("CWS") is not in breach of the Exclusive Solid Waste Services Franchise Agreement Between the City of Hawaiian Gardens and Commercial Waste Services, Inc. dated as of July 1, 2018 (the "Agreement").¹

In addition to responding to the Subsequent Notice, I write to provide the City with information regarding certain actions taken by CR&R Environmental Services, Inc. ("CR&R") that are materially adverse to the City's and CWS' interests. As set forth in this letter, we request the City's immediate assistance in addressing the issues relating to CR&R. The issues regarding CR&R are materially interrelated to the Original Notice and the Subsequent Notice and

¹ To the extent that the Subsequent Notice raises issues that were not raised in the June 5, 2019 the City's notice of alleged Monetary Breaches and Non-Monetary Breaches to CWS ("the Original Notice"), CWS is entitled to respond to the same within the time frames set forth in the Agreement and this response is without prejudice to a full response being provided according to the time table set forth in the Agreement.

Megan K. Garibaldi, Esq.
October 7, 2019
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therefore will be addressed before CWS' detailed response to the allegations of the Subsequent Notice. (CWS' Point by Point Response to the Subsequent Notice begins on page 6 of this letter.)

We look forward to meeting with the City during the week of October 28, 2019 to address any open issues and to put these matters behind both parties.

CR&R Is Either Falsely Reporting that Hawaiian Gardens is the Source of Refuse Generated in Other Jurisdictions or it Has Violated the City's Ordinance and Breached CWS' Exclusive Right to Service Commercial and Residential Customers in the City.

On June 5, 2019 the City issued its Original Notice to which CWS responded on July 5, 2019 ("CWS July Response"). As set forth in CWS' July Response, there is a material discrepancy between the fourth quarter 2018 disposal figures provided by the Disposal Reporting System ("DRS") and the disposal figures the City obtained from the only two facilities where CWS actually disposed of waste from the City (DART and PHMRF). Specifically, DRS reported that in the fourth quarter of 2018, 3,170.63 tons of refuse were disposed of from the City. On the other hand, according to the figures in the City's June 27, 2019 letter to CWS, DART and PHMRF reported that CWS had disposed of 2,353.28 tons of refuse in the same time period.² This is a difference of approximately 777 tons or approximately 25%. In CWS' Response, CWS requested the City's assistance in trying to investigate that discrepancy and stated its belief that CWS' competitors might have been the source of that discrepancy.

Unfortunately, to our knowledge, the City did not follow up on CWS' request. Despite the lack of assistance from the City, CWS has obtained evidence which demonstrates that between July 1, 2018 and June 30, 2019 CR&R reported to agencies in two different counties that waste it was disposing of had been generated in Hawaiian Gardens. In just those two jurisdictions, CR&R reported

² This figure is derived from the chart on page 4 of the City's June 27, 2019 letter. The Subsequent Notice apparently utilizes a different refuse disposal figure for the same period without any explanation as to why the figures are different. It is unclear which of these figures is correct but the point made is the same - there are material differences between the figures reported by DRS and those reported by DART / PHMRF.

Megan K. Garibaldi, Esq.
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that almost 475 tons of refuse that it was disposing of had come from Hawaiian Gardens.

Solag Incorporated is a wholly-owned subsidiary of CR&R. A spreadsheet obtained from OC Waste & Recycling (the agency that supervises Orange County landfills) shows that in the 4th quarter of 2018 alone, Solag trucks disposed of 376.94 tons of waste that they claimed had been generated in the City. (This amount is almost half of the 777 ton difference between the figures reported by DRS and those reported by DART / PHMRF.) Attached hereto as Exhibit 1 is a true and correct extract from a spreadsheet which shows all waste generated from the City that was sent to Orange County landfills. The third line reading "BURRTEC-EDCO, SOLAG" is the source of CWS' information.³ (An electronic version of the entire spread sheet will be provided to the City upon request.) These amounts apparently were included in the DRS figures.

The Los Angeles County Sanitation Districts report that between July 1, 2018 and June 30, 2019 CR&R claimed that 95 tons of waste that it had disposed of at PHMRF had come from the City. Attached hereto as Exhibit 2 is a printout from which this information was obtained. It bears noting that 95 tons is approximately 1/4 of the total tonnage that PHMRF reported had come from the City.

Therefore, between these two agencies alone, CR&R has reported approximately 475 tons of refuse as having been generated from the City that, in all likelihood, was not generated within the City. There are only two possibilities here. First (and more likely) the suspicion expressed in CWS' July Response that its competitors might be falsely reporting the source of waste they are disposing of appears to have been borne out. This of course has serious implications for the City with regard to meeting CalRecycle diversion requirements since refuse from other jurisdictions apparently is being attributed to the City. It also is a clear attack on CWS and an effort to undermine its contract with the City. The alternative is that perhaps CR&R has been illegally picking up waste in Hawaiian

³ Burrtec is one of only three private companies that can directly dispose of refuse at Orange County landfills. Other companies such as Solag (i.e., CR&R) must go through Burrtec (or one of the other two companies) to use Orange County landfills.

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Gardens in violation the City's ordinance and CWS' rights of exclusivity.⁴ In either event, CWS requests the City's assistance in putting a stop to CR&R's uncompetitive and potentially illegal behavior. The City should demand an explanation from CR&R regarding these matters and send a cease and desist letter requiring them to put an end to these practices. Without the City's intervention, CR&R will continue these fraudulent practices, causing harm to both the City and CWS.

CR&R's actions appear to be a material factor in the calculations made by CalRecycle that have led to that agency's incorrect conclusion that the City has not met its diversion mandates under AB 939. The City's failure to investigate this matter as requested by CWS in its July Response and the City's failure to include CWS in discussions with CalRecycle have resulted in a situation where information has not been developed that may have affected any decisions that have or may be made by CalRecycle.

The City's Consultant Was Aware Of Cr&R's False Reports To PHMRF

When CWS obtained the report from PHMRF that is attached hereto as Exhibit 2, it was informed that the City's consultant had obtained a similar report. The City's consultant therefore knew that CR&R had been falsely reporting to PHMRF that CR&R was disposing of waste generated in the City. Did the consultant inform CalRecycle during the meetings held with the City and its personnel that some of the waste was being falsely reported by CR&R? If not, the City should again consider whether the consultant – whose contract was recently renewed for a period of two years – really has been serving the best interests of the City. Further, CWS is informed that the consultant has recommended to the City Council and staff that if CWS is terminated, CR&R is ready to provide services on an interim basis until the disposal services can be put out to bid. If that is in fact true, the City would be rewarding CR&R for its fraudulent representations that have helped create problems with CalRecycle for the City.

⁴ This alternative seems unlikely to CWS. In a city as small as Hawaiian Gardens, any substantial operations by one of its competitors would not go unnoticed by CWS personnel.

CWS Again Requests that the City Seek Information From Regional Landfills Regarding the Source of Waste Allegedly Generated In the City

In CWS's July Response, the company asked that the City inquire of regional landfills regarding the identity of companies that had been disposing of waste that had been reported as coming from the City. We again request that the City do so. The information developed by CWS is limited by the fact that the agencies have stated that they would provide additional information to the City that they will not provide to CWS. CWS again requests that the City seek further information from landfills in the region to determine whether activity by CR&R or other haulers is skewing the disposal tonnage figures being reported by DRS and being relied on by DRS. Information such as dump tickets would be necessary to show that the source of the waste is indeed CR&R (or another company) and that this is not a matter of the agencies incorrectly recording the origin of the waste being disposed.

CWS Again Requests that It Be Allowed to Participate In Any Meetings With CalRecycle

The Original Notice stated that the City's consultant was "currently preparing" an informal action plan to present to CalRecycle. CWS' July Response to the Notice pointed out that CWS had not been consulted regarding any such plan and requested that it be included in any meetings with CalRecycle regarding formulation of an action plan. The City did not respond to that request and has not included CWS in any meetings that it or its consultant may have had with CalRecycle since the date of the Response. As CWS informed the City, if the City puts such a plan into place without consulting CWS, CWS will consider the City to have waived any reimbursement rights it otherwise might have for failure to reach AB 939 diversion requirements. Further, we ask that the City inform CalRecycle of the information presented here regarding CR&R's fraudulent practices so that CalRecycle is aware of the issue.

We understand that CalRecycle allows jurisdictions to contest the DRS disposal figures until August 1 of each year. Had the City included CWS in its discussions with CalRecycle, the information presented herein and further information that could have been developed by further investigation may have been made available to CalRecycle and affected any decision they ultimately reach regarding the City's compliance with AB 939. For that reason, CWS should

participate in any subsequent meeting with CalRecycle relating to an action plan or otherwise.

**CWS' POINT BY POINT RESPONSE TO THE
SUBSEQUENT NOTICE**

**I. CWS SUBMITTED IT SECOND QUARTER REPORTS AND
ITS FRANCHISE FEE ON AUGUST 12, 2019**

On August 12, 2019, CWS submitted its second quarter 2019 Quarterly Report via email to the City. A copy of the emailed report is attached hereto as Exhibit 3 together with the email showing it was sent to the City. At the same time, CWS mailed a check for the calculated franchise fee. A copy of that check is attached hereto as Exhibit 4. A review of CWS' bank records indicates that the franchise fee check was never cashed by City. In order to avoid any further issues on this point, CWS will deliver a cashier's check to the City for the franchise fee on October 8, 2019. Please inform us of the City official to whom the cashier's check should be delivered or whether it should simply be sent to the finance department.

**II. THE CITY MAY COMMENCE ITS AUDIT ON OCTOBER
24, 2019 OR ANOTHER MUTUALLY AGREED UPON DATE.**

The City's audits under Sections 8.1 and 8.2 of the Agreement may commence on October 24, 2019 (or any date earlier or later than that to which the parties may agree). Pursuant to Sections 8.1 and 8.2, the audits will take place at CWS' offices. Please note, those offices are located at 1165 S. Maple Ave., Montebello, CA 90640 (and not at 1530 Date Street). Please inform CWS who the City intends to send to review the financial statements and whether it will be the Chief Administrative Officer or a designee. Given the apparent close ties between the City's consultant and CR&R, CWS will object if the City intends to designate him as the person to review the financial statements. You are reminded that Section 8.1 requires the City to cooperate to protect the confidential nature of the financial statements. While CWS will cooperate with the required audit procedures, it does not agree that the audit necessarily includes anything outside the scope of Sections 8.1 and 8.2. (See Section III.B.2 below.)

III. CWS' RESPONSE TO ALLEGED OUTSTANDING DEFAULTS AND MATERIAL BREACHES.

A. The Bond for 2018 – 2019 Is Irrelevant.

It is unclear why the City continues to request a copy of the performance bond that was in place for the period from July 1, 2018 to June 12, 2019. The current bond has been provided and satisfies the requirements of the Agreement. No claims were made in the period requested that could possibly draw down on the earlier performance bond. The issue is simply irrelevant.

B. CWS Demonstrated its Compliance with AB 939 Requirements in the July Response and the New Evidence Regarding CR&R's Wrongful Actions Reiterates that Point.

1. AB 939 Diversion Rates

The only subjects of the Original Notice regarding AB 939 diversion rates were the 3rd and 4th Quarters of 2018. As such, the only matters that will be discussed in this response are those quarters.

Table 1 of the Subsequent Notice (on page 5) demonstrates that CWS met the AB 939 diversion rates in the third quarter of 2018. Using the SB 1016 methodology, Table 1 shows that CWS had a diversion rate of 52.24% in the third quarter. As such, there is no issue regarding compliance in that quarter.

According to the same Table 1, the SB 1016 calculation for the fourth quarter 2018 shows a diversion rate of 36.74% based on DRS' reported number for disposal tonnage. This is based on 3,170.63 reported disposal tonnage for the fourth quarter. In its July Response, CWS explained that the DRS disposal tonnage figures did not comport with the fact that the only places where CWS disposed of waste from the City was DART / PHMRF. The City's letter of June 27, 2019 stated that those facilities had reported to the City that they had received 2,353.28 tons of refuse from the City. Using those figures, CWS showed that it had reached a diversion rate within the mandates of AB 939. The Subsequent Notice dismisses this analysis without explanation. Further, CWS requested the City's assistance in investigating this discrepancy and was met with silence rather than any cooperation.

However, the evidence developed by CWS to date even without the City's assistance demonstrates that the DRS figures have been distorted and are not accurate. As shown in the first pages of this letter and in Exhibit 1, in the 4th quarter of 2018, CR&R wrongfully reported to Orange County landfills alone that 376.94 tons of refuse had been generated in the City. It is unclear what CR&R or other entities may have reported to other landfills in other jurisdictions. The Orange County disposal figures were reported to DRS and must be deducted from the reported tonnage of 3,170.63 used by DRS to calculate compliance under SB 1016. Using that adjustment alone, the diversion rate in the 4th quarter, 2018 increases from 36.74% to 44.25%.⁵ Further, the mandates under AB 939 are not a quarter-by-quarter requirement. Combining the third and fourth quarter results, the results for CWS in those quarters would be a 48.25% diversion rate.⁶ Again, CWS believes that other landfills similarly were used by CR&R to falsely claim that refuse was generated in the City. Had the City cooperated in obtaining information about these issues, the information could have been presented to the appropriate agencies. Since the City chose not to cooperate, there is an information vacuum that makes calculation of the true diversion rates extremely difficult – for both the City and CWS. All that is clear is that the rates are affected negatively to the City and CWS by CR&R's actions. Any action taken by the City in that information vacuum would be without justification and a violation of its obligations of good faith and fair dealing under the Agreement.

2. Section 5.1 Merely Incorporates AB 939 Into the Agreement and Does Not Establish a Separate System of Diversion Calculation

The City makes the specious argument that Section 5.1 of the Agreement somehow requires that CWS comply with diversion rates calculated on a basis other than AB 939. That position is not justified based on the language of Section 5.1 of the Agreement. That section provides in its entirety as follows:

AB 939 currently sets the directive of diverting fifty percent (50%) of the City's Solid Waste. If the City fails to implement its required plans to achieve the aforementioned directive under AB 939, the California

⁵ 3,170.63 tons minus 376.94 tons reported by CR&R equals 2,793.69 tons which when divided by 5,011.71 tons generation under SB 1016 equals 44.25 %.

⁶ 5,564.37 tons minus 376.94 tons reported by CR&R equals 5,187.43 tons which when divided by 10,023.42 tons generation under SB 1016 equals 48.25 %.

Integrated Waste Management Board ("Board") may impose administrative civil penalties of up to TEN THOUSAND DOLLARS (\$10,000.00) per day until the City implements its plans. The City requires the franchisee to meet or exceed this State mandate by diverting fifty percent (50%) of the solid waste collected under this franchise agreement. Furthermore, City anticipates that the State Legislature will adopt new legislation that will increase the minimum diversion requirement. Upon the effective date of any new legislation that affects the diversion requirements currently imposed by AB 939, Franchisee agrees to implement a revised or new diversion program meeting such amended legislative requirements. Failure to implement an amended Diversion program based upon new State legislation mandating waste diversion levels shall constitute a Material Breach of this Agreement.

In context, it is clear that this language is incorporating the AB 939 requirements into the Agreement. It is only a tortured reading of the Agreement which would suggest that the language requires compliance of a type and kind different from that required by AB 939 (and calculated pursuant to SB 1016). As such, by showing its compliance with AB 939, CWS has shown that it has complied with Section 5.1 of the Agreement.

Even if Section 5.1 imposed a new and different obligation upon CWS, no such alleged breach was previously identified to CWS in the Original Notice. As such, under the Agreement, CWS is entitled to a time period of 30 days in order to respond to the allegations made by the City regarding this issue. Further, to the extent that the City is now claiming that various reports set forth in Table 2 did not include a required workbook or signature that issue also had not previously been raised. CWS will submit workbooks and/or signature within thirty days to the extent not previously submitted and if required by the Agreement. Finally, the City claims a right to audit and obtain information about the following subjects:

Therefore, as part of the documentation needed for the audit, CWS is required to provide facility specific support diversion documentation for all multi-family MRF processing, all commercial comingled recyclable processing, commercial greenwaste processing, residential comingled MRF processing, and residential greenwaste processing. Waste characterizations of each waste stream performed by the processing facility must be included, including but not limited to the materials recovered as well as rate of contamination reported as disposed. Additionally, an

collected, diverted and landfilled waste must be accurately reported in order for City to determine diversion rates.

It is unclear to CWS where in the Agreement it is required to provide this information. Please identify specifically the sections that require CWS to provide the foregoing information and it will do so at the audit required under Sections 8.1 and 8.2, however, those sections do not appear to require providing the detailed (and possibly unobtainable) information requested in this section of the Subsequent Notice.

3. CWS is Entitled to 30 Days' Time to Respond to the City's Allegations of Inaccurate Reporting

In the Subsequent Notice, the City raises for the first time claims that CWS must explain what the City characterizes as inaccurate reporting / discrepancies. This is the first time that the City has requested a response to such a claim. The City's letter of June 27, 2019 pointed out what it called discrepancies but did not characterize those discrepancies as a breach of the Agreement and did not request any sort of response to the allegations. It is for that reason that CWS did not respond to the June 27, 2019 letter in detail. Because the Subsequent Notice for the first time requests a response on the issue, CWS is entitled to a thirty-day period to respond and requests the same.

The City has also requested an audit of CWS' books. To the extent that any records are required to be provided under Sections 8.1 and 8.2 of the Agreement, CWS will provide them (as previously noted). However, CWS does not agree that it is able to or required to provide the subcategories of documents requested by the City under the heading "AB 939 Compliance Records" on page 9 of the Subsequent Notice. Specifically, CWS is unaware of any contractual requirement that it provide:

- a. All Collection Weight Tickets
- b. All Diversion Weight Tickets
- c. All Disposal and Non-Disposal Weight Tickets

Please provide the contract provision which requires CWS to provide this information.

Finally, the City alleges that CWS had a dispute with the City of Los Angeles that it failed to disclose. That dispute was disclosed to the City during the bidding process although there was no requirement that CWS do so. Attached hereto as Exhibit 5 is an email disclosing this issue from CWS to Mr. Hernandez, the City Manager.

D. City Specific Diversion Agreements Do Not Exist.

Contrary to the City's allegation, the information known to CWS is that a "city specific diversion agreement" does not exist. CWS spoke to Mark Revilla from the Los Angeles County Sanitation Districts. (Mr. Revilla currently has the position that Mr. Asgian held on August 8, 2019.) Mr. Revilla informed CWS that it is not aware of any such agreement. If contrary to what Mr. Revilla informed CWS, such an agreement can be entered into, CWS will begin the process of doing so. CWS requests that there be a conference call between CWS, the City and Mr. Revilla within the next week so that the issue can be addressed and put to rest. Please inform CWS of the point person on this issue for the City so a call can be set up.

E. Certified Tonnage Receipts.

The City confirms it has obtained the information requested regarding this issue.

F. and G. Additional Requested Information Will be Provided.

The issues related to AB 1826 organic recycling and AB 341 commercial recycling are interrelated and are addressed together. CWS has done its best to compile the requested information within the time frame required by the City. A spreadsheet containing the information has been prepared. To whom should the spread sheet be sent? If any information is missing, it will be provided as soon as possible. Had the City identified informally its desire for additional information after receiving CWS' July Response three months ago, CWS could have prepared the requested information.

H. Clean Air Vehicles Have Been Ordered and Will be Delivered

Attached hereto as Exhibit 6 is the latest correspondence with the vendor of CWS' new clean air vehicle fleet showing a completion date of 60 to 90 days from

October 14, 2019. CWS entered into the purchase agreement for those vehicles long before the Agreement with the City was signed in October, 2018. In the interim, from July, 2018 forward CWS acted in good faith by servicing the City's residents and ordering the trucks. Through no fault of CWS and beyond its control, those trucks have not yet been delivered.

I. The Information Requested by the City Cannot be Provided in a Commercially Reasonable Fashion

The City apparently does not understand the manner in which CWS and all commercial haulers operate. The City's request for specific information regarding multi-family diversion rates cannot be provided because the information simply does not exist. Multi-family waste is picked up with other commercial waste in trucks where that waste is commingled. The diversion rates specifically for multi-family waste therefore cannot be separately calculated as requested by the City. Instead, the rates are subsumed with the general diversion rates achieved by CWS (or any other contractor).

J. The Information or Documentation Regarding the Various Alleged Miscellaneous Breaches Will be Provided By October 14, 2019

CWS is unable to provide the additional information requested by the City regarding the alleged miscellaneous breaches with the ten-day time frame required by the City. That information will be provided within two weeks of the date of this letter.


FURTHER RESPONSE ON THE ISSUE OF LIQUIDATED DAMAGES

In its Original Notice, the City had claimed that certain acts by CWS subjected it to liquidated damages under the Agreement. In CWS' July Response, CWS asserted its position that the language in Section 9.12.3 of the Agreement restricted the availability of liquidated damages to certain issues related to service quality. In the alternative, CWS requested a meeting under Section 9.12.5 of the Agreement to put into place a Correction Plan. No such meeting was called by the City. As such, the City has waived any right to treat the acts mentioned in the Original Notice or the Subsequent Notice as nuisances under the Agreement by failing to meet about putting into place a Correction Plan.

Megan K. Garibaldi, Esq.
October 7, 2019
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If you have any questions about any of the foregoing, please call me. Thank you in advance for your prompt attention to the matters addressed in this letter, especially for the requests that the City take prompt and firm action regarding the situation with CR&R.

Sincerely,
KIRAKOSIAN & ASSOCIATES

A handwritten signature in cursive script, appearing to read "Levon Kirakosian".

Levon Kirakosian

Exhibit 1

County Code	City	Customer Name	Acct#	Waste Type	Olinda SWIS #30-AB-0035	FRB SWIS #30-AB-0360	Prima SWIS #30-AB-0019	Total Tons	Quarter	Year
Los Angeles	HAWAIIAN GARDENS	BURRTEC-EDCO RECYCLING & TRANSFER	9061	DispOther	0	11.09	0	11.09	3	2018
Los Angeles	HAWAIIAN GARDENS	BURRTEC-EDCO, PARAMOUNT	9053	DispOther	1.54	0	0	1.54	3	2018
Los Angeles	HAWAIIAN GARDENS	BURRTEC-EDCO, SOLAG	9040	DispOther	0	0	172.64	172.64	3	2018
Los Angeles	HAWAIIAN GARDENS	L.A. CSD- Downey Area Recycling & Transfer	9065	DispOther	79.08	1924.29	0	2003.37	3	2018
Los Angeles	HAWAIIAN GARDENS	L.A. CSD- Puente Hills Materials Recovery Facility	9064	DispOther	61.55	16.2	0	77.75	3	2018
Los Angeles	HAWAIIAN GARDENS	L.A. CSD- South Gate Transfer Station	9066	DispOther	0	6.28	0	6.28	3	2018
Los Angeles	HAWAIIAN GARDENS	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA	9005	DispOther	1.64	0.49	0	2.13	3	2018
	HAWAIIAN GARDENS Total				143.81	1958.35	172.64	2274.8		

County Code	City	Customer Name	Acct#	Waste Type	Olinda SWIS #30-AB-0035	FRB SWIS #30-AB-0360	Prima SWIS #30-AB-0019	Total Tons	Quarter	Year
Los Angeles	HAWAIIAN GARDENS	BURRTEC-EDCO RECYCLING & TRANSFER	9061	DispOther	0	1.95	0	1.95	4	2018
Los Angeles	HAWAIIAN GARDENS	BURRTEC-EDCO, PARAMOUNT	9053	DispOther	4.86	0	0	4.86	4	2018
Los Angeles	HAWAIIAN GARDENS	BURRTEC-EDCO, SOLAG	9040	DispOther	0	0	376.94	376.94	4	2018
Los Angeles	HAWAIIAN GARDENS	L.A. CSD- Downey Area Recycling & Transfer	9065	DispOther	18.18	2547.74	0	2565.92	4	2018
Los Angeles	HAWAIIAN GARDENS	L.A. CSD- Puente Hills Materials Recovery Facility	9064	DispOther	92.04	28.44	0	120.48	4	2018
Los Angeles	HAWAIIAN GARDENS	L.A. CSD- South Gate Transfer Station	9066	DispOther	0	18.72	0	18.72	4	2018
Los Angeles	HAWAIIAN GARDENS	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA	9005	DispOther	0.32	0.21	0	0.53	4	2018
	HAWAIIAN GARDENS Total				115.4	2597.06	376.94	3089.4		

Exhibit 2

**SANITATION DISTRICTS OF LOS ANGELES COUNTY
WEIGHMASTER AUTOMATED TRANSACTION SYSTEM**

WAT016
Page 1 of 1
Date: 07/08/2019

City/Site Account Refuse Landfill
Site: Puente Hills MRF - City: Hawaiian Gardens
From: 7/1/2018 to: 6/30/2019

Account Number	Account	Refuse Type	No Of Loads	Tonnages
() -		C&D	4	15.60
		C&D Minimum Load	3	2.12
		Hard to Handle	1	1.48
		Minimum Load	3	2.07
		Refuse	7	15.17
		Total:	18	36.44
71281 (323)728-9554	COMMERCIAL WASTE SERVICES, INC P.O 820 MONTEBELLO CA 90640	Greenwaste	1	5.83
		ICCR-In Com Commingled Re	1	4.16
		IN-Greenwaste	1	6.94
		Refuse	47	236.27
		Total:	50	253.20
10891 (562)699-7600	CR&R, Inc./United Pacific Waste 12739 LAKELAND RD, Santa Fe Springs CA 90670	Refuse	9	95.43
		Total:	9	95.43

Exhibit 3



City of Hawaiian Gardens

Quarterly Report

Quarter 2	Year: 2019
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(G) Customer Counts

Residential Curbside Collection	2237
Multi-Family Curbside Collection	36
Multi-Family Bin Service	12
Commercial Bin Service	246
Commercial Roll-Off/Compactor	1
Construction Temp. Service	2

(H) Routes

Residential Curbside Collection	3
Multi-Family Bin Service	0.5
Commercial Bin Service	0.5

All Sections Must Be Complete

(I) Vehicles

Type	Fuel	Year	License #	Waste Sector
Front-Loader	CNG	2016		Commercial
Roll-Off	CNG	2017		Commercial
Side-Loader	CNG	2017		Residential
Side-Loader	Diesel	2008		Residential
Side-Loader	Diesel	2008		Residential

(J) Outreach/Community Events

(Please list any outreach materials distributed, Onsite Technical Assistance and Community Events)

Outreach/Onsite Tech. Assistance/Events	Date
Sent Out Quarterly Educational With Residential Billing	1-Apr
Sent Out Quarterly Educational With Commercial Billing	1-Apr
Attempted to participate with city sponsored events but we city denied participation	

(K) Incident Log *(Use additional sheets if required)*

Incident	Date	Resolution	Date

(L) Signature Block

* Signature: _____

Title: _____

Date: _____

Print Name: _____

Entity: Commercial Waste Services Inc.



City of Hawaiian Gardens

Quarterly Report Worksheet

Year: 2019

Reporting Period: Quarter 2

Reporting Entity: Commercial Waste Services Inc.

	Month	Trash Collected	Recyclable Collected	Green Waste Collected	Bulky Collected	Organics Collected	Total Collected	Trash Disposed	Recyclable Disposed	Green Waste Disposed	Bulky Disposed	Organics Disposed	Total Disposed	Diversion Percent	SERRF Tons	Diversion w/ SERRF
Residential	April	200.8	178.93	109.92	11	0	501	200.8	0	0	0	0	201	59.89%		59.89%
	May	377.05	198.18	105.64	10	0	691	377.05	0	0	0	0	377	45.42%		45.42%
	June	190.24	179.31	121.14	12	0	503	190.24	0	0	0	0	190	62.16%		62.16%
	Quarter 2 Total	768	556	337	33		1694	768					768	54.66%		54.66%
Multi-Family	April	12.74	5.24	0	0.5	0	18	12.74	0	0	0	0	13	31.06%		31.06%
	May	15.38	6.2	0	0.5	0	22	15.38	0	0	0	0	15	30.34%		30.34%
	June	13.09	9.52	0	0.5	0	23	13.09	0	0	0	0	13	43.36%		43.36%
	Quarter 2 Total	41	21		2		64	41					41	35.28%		35.28%
Commercial	April	142.93	187.31	0	0	2	332	142.93	0	0	0	0	143	56.98%		56.98%
	May	563.87	459.29	0	0	1.5	1025	563.87	0	0	0	0	564	44.97%		44.97%
	June	149.54	196.38	0	0	2	348	149.54	0	0	0	0	150	57.02%		57.02%
	Quarter 2 Total	856	843			6	1705	856					856	49.77%		49.77%
C&D	April	6.53	0	0	0	0	7	0.98	0	0	0	0	1	84.99%		84.99%
	May	7.45	0	0	0	0	7	1.12	0	0	0	0	1	84.97%		84.97%
	June	8.35	0	0	0	0	8	1.25	0	0	0	0	1	85.03%		85.03%
	Quarter 2 Total	22					22	3					3	85.00%		85.00%

Total Tons Collected and Diverted By Month

	Trash Collected	Recyclable Collected	Green Waste Collected	Bulky Collected	Organics Collected	Total Collected	Trash Disposed	Recyclable Disposed	Green Waste Disposed	Bulky Disposed	Organics Disposed	Total Disposed	Diversion Percent	SERRF Tons	Diversion w/ SERRF
April	363	371.98	109.92	11.5	2	858	357.45					357	58.33%		58.33%
May	963.75	663.67	105.64	10.5	1.5	1745	957.42					957	45.14%		
June	361.22	385.21	121.14	12.5	2	882	354.12					354	59.85%		
Quarter 2 Total	1688	1420	337	35	6	3485	1669					1669	52.11%		52.11%

Revised 11/28/2018

Exhibit 4

Commercial Waste Services, Inc.

1165 S Maple Ave
Montebello, CA 90640
800-947-8224

JP Morgan Chase
90-7162/3222
90-7162/3222

7075

08/12/2019

PAY TO THE
ORDER OF

CITY OF HAWAIIAN GARDENS

\$ **10,656.53

Ten thousand six hundred fifty-six and 53/100 ***** DOLLARS

CITY OF HAWAIIAN GARDENS

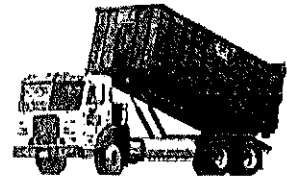
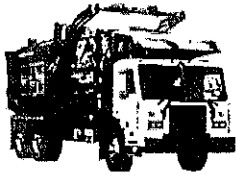
NOT-NEGOTIABLE

MEMO

4th Quarter 2018 Franchise Fee

⑈007075⑈ ⑆322271627⑆ 316323192⑈

Exhibit 5



October 2017

City of Hawaiian Gardens
21815 Pioneer Blvd
Hawaiian Gardens CA 90716

This letter is Commercial Waste Services, Inc.'s ("CWS") formal response to the City of Los Angeles' allegations regarding violations relating to the operation of CWS. CWS emphatically denies each of the allegations as further explained below.

First, as a matter of practice, CWS retains accurate records of its operations. The auditor that was sent to CWS's facility requested records outside the scope of the audit. CWS has no issue with the auditor examining records relating to the subject matter of the audit. However, the auditor exceeded the scope of the audit by requesting financials and other records that had nothing to do with the City of Los Angeles. Furthermore, the auditor attempted to abscond with certain documents CWS specifically instructed her not to take.

CWS maintains accurate information regarding its business. The tonnage reported to Calrecycle, which the City of Los Angeles based its allegations, was simply inaccurate. The primary transfer station used by CWS during the period which the violations are alleged was a City of Los Angeles owned and operated facility ("City Facility"). The City Facility was, and continues to be, negligent and careless in obtaining and documenting proper origination of materials. The City Facility marked Los Angeles as the origin for material when the overwhelming majority of CWS's clientele consists of surrounding areas outside of Los Angeles. CWS has video and audio recordings of several occasions showing improper procedure by the City Facility in obtaining information resulting in inaccurate documentation of waste origins. These audio and video recordings clearly establish the City Facility's negligent operations and false documentation of information relied upon by the City of Los Angeles to make its allegations against CWS.

CWS submitted accurate quarterly reports and fees in compliance with AB 939. As a result of the aforementioned negligence, the City of Los Angeles is assuming that all tonnage is within City of Los Angeles limits. As explained above, that documentation is false. CWS has provided billing statements and bank records to support CWS's

assertions regarding submission of accurate records. Again, CWS has video and audio recordings of several occasions showing improper procedure by the City Facility in obtaining information resulting in inaccurate documentation of waste origins.

CWS cooperated with the audit and allowed the audit team on its premises to review applicable records. It was only after the audit team insisted on taking original documents without making copies and refusing to sign a confidentiality agreement that CWS enforced its rights to protect its proprietary information and prevent the auditor from stealing documents belonging to CWS. In protecting its information and exercising its rights, CWS commenced recording the auditor's invasive activities. The auditors appeared offended by recording and left the premises. CWS is perfectly within its rights to record auditors. CWS has recorded past audits without any objection by the auditor. In fact, as a general practice, recording of audits protects both the auditor and the company. The City's auditor immediate departure from CWS upon the commencement of the recording can only be explained by the auditor's fear of exposure of her improper conduct.

The City's accusation that CWS was servicing RecyclA accounts is false. CWS, along with businesses located in the city of Los Angeles, are confused on how the City came to such an erroneous conclusion. CWS has several email chains that will clearly establish the falsity of these accusations.

CWS is hopeful that the allegations will be cleared once the City of Los Angeles discusses this matter further with CWS and reviews the evidence in CWS's possession. CWS looks forward to resolving this shortly.

Thank you,

A handwritten signature in black ink, appearing to read 'Haik Petrosian', written in a cursive style.

Haik Petrosian

Exhibit 6

FONTANA BODY WORKS

FontanaBodyWorks@Gmail.Com

(626) 365-7051

Haik Petrosian
Commercial Waste Services
1165 S Maple Ave
Montebello, CA 90640

October 7, 2019

We are expecting to receive the cab and chassis the week of October 14th. The process of transferring the new bodies will take 60-90 days. This will include all of the hydraulics, electrical and necessary welding to be done. From then the trucks will be transferred to Momentum Fuel Technologies will need to install the fuel systems. Fuel systems are fairly standard equipment and should be able to get installed fairly quickly. Please feel free to contact me with any questions (626) 365-7051.

Juan Ramirez
(626) 365-7051

ATTACHMENT "K"

John Natalizio

From: Megan Garibaldi <Megan.Garibaldi@bbklaw.com>
Sent: Monday, October 28, 2019 12:45 PM
To: 'haik PETROSIAN'
Cc: Me; Viken Pakradouni; ehernandez@hgcity.org; John Natalizio
Subject: RE: Subsequent Notice of Default under that Certain Exclusive Solid Waste Services Franchise Agreement Between the City of Hawaiian Gardens and Commercial Waste Services, Inc., dated July 1, 2018
Attachments: Document Request Review - 2018 (Quarter 3-4) and 2019 (Quarter 1-2)-c1.pdf; CalRecycle Items Pending-c1-c1.pdf; HG_Bob Asgian-c1-c1.pdf

Hi Haik and Viken,

I write to follow-up to my below email, as well as your letter of October 7, 2019. We did not receive any further documents or communications from CWS (although your letter indicated we would receive such information by October 14, 2019), and it has been more than thirty days since the City's letter of September 25th was sent. Notwithstanding this, the City wanted to provide an all-inclusive status email in preparation for (a) the audit, as well as (b) the final in-person meeting between the City and CWS in an attempt to resolve CWS' outstanding breaches of the Franchise Agreement.

(1) Audit Date

We request that the audit take place tomorrow, on **October 29, 2019 at 10:00 AM**. The audit will be performed by Trieu Le. If this date/time is not acceptable to CWS, please provide alternative dates/times for this week.

(2) In-Person Meeting Date

In order to provide sufficient time to analyze the audited materials, the City would like the in-person meeting between the City and CWS take place at **City Hall on November 7 at 1:00 p.m.** Please let us know if this date and time work for you.

(3) Audit Documents

In order to help make this audit as efficient and effective as possible, attached to this email is a document entitled "Document Request Review – 2018 (Quarter 3-4) and 2019 (Quarter 1-2)" that provides the specific information and documentation that the City will be requesting. This should make preparation of the audit easier for you as well as make the audit smoother for the City.

Please ensure that any copies of records requested by Trieu Le during the audit are provided before he leaves. The City will not request any copies of any CWS proprietary or confidential records. Copies are to be provided as needed and at no cost to the City. See Section 8.2. Please remember that CWS is a contractor working for and on behalf of the City and the records sought, outside of CWS' financial and proprietary records, are ultimately public records. There are no privileges for withholding any other records from the City, which CWS should be aware given Section 12.9 of the Agreement.

Please note, any records CWS fails to provide, refuses to provide, or does not have in accordance with the Franchise Agreement will be further evidence of its continued Material Breach. Additionally, if while conducting the audit, Trieu Le feels threatened, intimidated, or is not receiving CWS full cooperation, the audit will be suspended and the City will seek to enforce all legal and contractual rights to ensure that the audit is completed without interference. As a reminder, a

"Material Breach" is defined in Section 1.43 to include a "failure to cooperate with request for documents, or failure to cooperate with audit procedures."

(4) Outstanding Records Request By the City

(A) In my October 9, 2019 email, I requested the below documents that were not included with CWS' October 7, 2019 response letter. CWS have yet to provide these documents to the City:

- (1) A copy of the email that was supposed to be included as Exhibit 3 (there was no email attached);
- (2) The page with the signature blocks from the 2019 Q2 report (and the report is unsigned);
- (3) Proof of mailing of the check attached as Exhibit 4 as well as a copy of the cashier's check and proof of cancellation of that check; and,
- (4) A copy of the performance bond in effect from July 1, 2018 to June 12, 2019 (this have been requested multiple times now and there is no reason this has not been provided yet).

(B) CWS has still not provided any evidence that its order for a new fleet of vehicles is being delivered and therefore CWS is still in Material Breach of Section 6.1. First, the document from "Fontana Body Works" provides no evidence the vehicles are being delivered. It is a Word document, without letterhead, and is unsigned. The City was unable to locate a "Fontana Body Works" as a business, either through a simple Google search or a search on the California Secretary of State website. When the City called the phone number provided by a "Juan Ramirez" it goes directly to voicemail. Please provide the City with actual written proof of a date the vehicles will be delivered. Also, please provide the City with the business address of "Fontana Body Works" and a business phone contact.

The City then contacted Momentum Fuel Technologies who stated they have nothing in their file regarding installing fuel systems for these alleged trucks. They had nothing in their file regarding the City of Hawaiian Gardens, Fontana Body Works, or Commercial Waste Services. The City questions the validity and veracity of this document from "Fontana Body Works." Please provide all written evidence that these trucks will be serviced by Momentum Fuel Technologies to install the fuel systems.

(C) The City is still awaiting information and documentation from Exhibit "A" of its June 5, 2019 default letter. This is attached to this email with the title, "CalRecycle Items Pending."

(D) Additionally, in preparation for the in-person meeting, please provide the City with all documentation that you wish the City to consider or that you believe is necessary for the City to evaluate regarding your defenses and allegations.

(5) City's Responses to CWS Outstanding Comments

(A) Regarding CWS's allegations against CR&R, the City is analyzing and reviewing this item.

(B) CWS questions if the City has the right to obtain information and documentation regarding CWS' diversion rates, facility usage, and weight tickets. The fact that CWS questions this request is a concern to the City. The recitals of the Franchise Agreement promise that CWS will provide the City with information sufficient to meet its reporting requirements and that CWS will submit any such data required by the City. As CWS has acknowledged, the City is not meeting its reporting requirements despite the fact that the City continues to ask CWS for information and documentation, which it continues to refuse to provide. As a reminder, a "Material Breach" is defined in Section 1.43 to include a "failure to cooperate with request for documents, or failure to cooperate with audit procedures." CWS is required to provide the City with any records it requests relating to the Franchise Agreement, including records relating to AB 939 compliance records. This is explicitly stated in Section 8.2. The City would also direct CWS to Sections 5.8-5.9

to the other kinds of information and documentation that the City is entitled to obtain from CWS. Lastly, the City would direct CWS to Section 11.4 which guarantees AB 939 compliance and ensures CWS will do whatever necessary to ensure that compliance.

(C) Despite months passing, CWS has still failed to respond to the City's Subsequent Notice regarding its continued inaccurate reporting. Please provide a written response by November 1, 2019.

(D) CWS again claims that City specific diversion requirements do not exist. The contact person for City Specific Diversion is Bob Asgian. Mr. Asgian confirmed this to the City verbally as well as in an email, which is attached hereto. Mr. Asgian may be reached at 562-908-4288 ext. 2414 or at rasgian@lacsdsd.org.

(E) CWS claims it is in complete compliance regarding AB 1826 and AB 341. Please provide a customer list for all covered entities that have implemented either AB 341 services or AB 1826 services. Please also supply a complete customer list of all commercial, multi-family and residential customers with service levels, and service address.

(F) CWS stated that information and documentation regarding the miscellaneous breaches will be provided by October 14, 2019. The City has not received any such response. Please provide your response by November 1, 2019.

(6) Liquidated Damages

CWS claims that because there was no meeting to put into place a correction plan, "the City has waived any right to treat the acts mentioned in the Original Notice or the Subsequent Notice as Nuisances." CWS misreads Section 9.12. Section 9.12.5 states that at the election of either party, "the Parties may meet to develop a written corrective action plan..." [emphasis added]. Nothing in this section requires that the City create an action plan with CWS. This is further evidenced by the language used in Section 9.12.6 and 9.12.7, which make no mention of a corrective action plan and permit liquidated damages if CWS fails to cure its breaches after the first notice. As such, CWS is still accruing a daily amount of liquidated damages since the date of the Original Notice.

As an aside, since the Original Notice, the City has provided CWS with additional notices discussing the outstanding issues and ordering CWS to correct the behavior. CWS has responded to these notices, but instead of correcting the deficient behavior, CWS has simply denied that it is in any breach of the Agreement. CWS cannot argue with a straight face that it is not aware of its deficient behavior, nor can it argue that it would have corrected its behavior with a "correction plan." Therefore, CWS continues to be in Material Breach despite the City's efforts to correct CWS's actions. A calculation of liquidated damages will be provided to CWS in the future.

Please let me know at your earliest convenience regarding the audit and in-person meeting times proposed in this email.

Thank you,
Megan



Megan Garibaldi
Partner
Megan.Garibaldi@bbkllaw.com
T: (949) 263-6592
www.BBKllaw.com

From: Megan Garibaldi
Sent: Wednesday, October 09, 2019 10:29 AM
To: 'haik PETROSIAN'
Cc: Me; Viken Pakradouni; ehernandez@hgcity.org; John Natalizio
Subject: RE: Subsequent Notice of Default under that Certain Exclusive Solid Waste Services Franchise Agreement Between the City of Hawaiian Gardens and Commercial Waste Services, Inc., dated July 1, 2018

Hi Haik and Viken,

This email confirms the City's receipt of (a) your letter sent on Monday night (10/7/19), and (b) a cashier's check in the amount of \$10,656.53 that was delivered to the City yesterday afternoon for your 2019 Q2 Franchise Fees. We're in the process of reviewing the letter now.

However, in the meantime, it appears certain information/documents were missing from your letter. Can you please provide the following ASAP so that the City conduct a full evaluation:

- (1) A copy of the email that was supposed to be included as Exhibit 3 (there was no email attached).
- (2) The page with the signature blocks from the 2019 Q2 report Exhibit 3 (see attached example from 2019 Q1).
- (3) To evaluate and calculate late penalties on the 2019 Q2 Franchise Fees, (a) proof of mailing of the check attached as Exhibit 4, as well as (b) a copy of the cashier's check and proof of cancellation of that check (as referenced in the attached email from Ramie Lepe)?
- (4) A copy of the performance bond from July 1, 2018 to June 12, 2019. Although your letter indicates this information is "irrelevant," the City notes it is not for multiple reasons, not least of which is that: (a) it is a condition precedent to the effectiveness of the contract that the performance bond was in place and effective as of July 1, 2018 (see Agreement sec. 3.3); (b) CWS represented at our in person meeting on June 3, 2019 that the performance bond was in effect at that time (and would be delivered within 24 hours); and (c) under Section 8.2 of the Agreement, CWS has a duty to provide the City with any requested records, including those pertaining to the Agreement, which must be maintained by CWS for a period of five (5) years following the end of the Agreement. The City is merely seeking to verify that this condition to the contract was satisfied, which CWS represented that it was.

Additionally, to coordinate our meeting at the end of this month, can you please provide dates/times that your team is available for a meeting at City Hall with its team?

Thank you,
Megan

Megan Garibaldi
Partner
Best Best & Krieger LLP
Megan.Garibaldi@bbklaw.com
T: (949) 263-6592
www.bbklaw.com

-----Original Message-----

From: haik PETROSIAN [mailto:hpetrosian@me.com]

Sent: Monday, October 07, 2019 8:06 PM

To: Kerry Keefe

Cc: Me; Viken Pakradouni; ehernandez@hgcity.org; John Natalizio; Megan Garibaldi

Subject: Subsequent Notice of Default under that Certain Exclusive Solid Waste Services Franchise Agreement Between the City of Hawaiian Gardens and Commercial Waste Services, Inc., dated July 1, 2018

CAUTION - EXTERNAL SENDER.

Kerry

Please see attachment in response to the Notice of Default Dated September 25, 2019. If you have any questions I can be reached at Haik@CWRServices.com or at (323) 718-0959.

Haik Petrosian
Commercial Waste Services
1165 S Maple Ave
Montebello CA 90640

October 28, 2019

CWR Services, Inc.
Attn: Haik Petrosian
P.O. Box 820
Montebello, CA 90640

Dear Mr. Petrosian,

The City of Hawaiian Gardens has requested MuniEnvironmental (Consultant) to review the quarterly reports of Commercial Waste Services for 2018 (Quarter 3-4) and 2019 (Quarter 1- 2). This will be a two-part review which will include a Tonnage Reporting Review along with a Gross Receipt Review.

In reference to "Section 5.8.1 Quarterly Reports" of the Exclusive Solid Waste Service Franchise Agreement between the City of Hawaiian Gardens and Commercial Waste Services, Inc., Consultant is requesting the following documentation to complete a Tonnage Reporting Review:

- I. **Disposal Records: (2018 – Quarter 3 & Quarter 4) and (2019 – Quarter 1 & Quarter 2)**
 - 1) **Invoices and Receipts**
 - LA County Sanitation District (DART & Puente Hills MRF)
 - ACE Diversion
 - All Other Facilities (If Applicable)
 - 2) **Weight Tickets (Trash, Recyclables, and Organics)**
 - LA County Sanitation District (DART & Puente Hills MRF)
 - ACE Diversion
 - All Other Facilities (If Applicable)
 - 3) **Invoices and Receipts**
 - LA County Sanitation District (DART & Puente Hills MRF)
 - ACE Diversion
 - All Other Facilities (If Applicable)

Additionally, Consultant is request the following information that was missing from previously submitted quarterly reports from CWR Services, Inc.:

- 4) **City of Hawaiian Gardens Quarterly Report – 2018 Quarter 3 (Amended)**
 - a. Worksheet
 - b. Qtr. Rpt. Pg. 2
- 5) **City of Hawaiian Gardens Quarterly Report – 2019 Quarter 1**
 - a. Worksheet
 - b. Qtr. Rpt. Pg. 2
- 6) **City of Hawaiian Gardens Quarterly Report – 2019 Quarter 1 (Amended)**
 - a. Worksheet
 - b. Qtr. Rpt. Pg. 2
- 7) **City of Hawaiian Gardens Quarterly Report – 2019 Quarter 2**
 - a. Qtr. Rpt. Pg. 1

In reference to "Section 8.2 Inspection and Retention of Franchisee's Accounts and Records" of the Exclusive Solid Waste Service Franchise Agreement between the City of Hawaiian Gardens and Commercial Waste Services, Inc., the Consultant is requesting following documentation to complete a Gross Receipt Review:

II. Gross Receipts and General Ledger Review

- 1) **Gross Receipts/Income Statement: (2018 – Quarter 3 & Quarter 4) and (2019 – Quarter 1 & Quarter 2) for all accounts within the City of Hawaiian Gardens**
 - a. Commercial Sector
 - b. Roll-off/Temporary Bin Sector
 - c. Residential Sector
- 1) **General Ledger: (2018 – Quarter 3 & Quarter 4) and (2019 – Quarter 1 & Quarter 2) for all accounts within the City of Hawaiian Gardens**
 - a. Commercial Sector
 - b. Roll-off/Temporary Bin Sector
 - c. Residential Sector

City of Hawaiian Gardens

Solid Waste & Recycling Agreement Deficiencies

Item #	General Activity (CalRecycle)	Request for Information	Status
1	Report number of commercial locations subject to AB 341 (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
2	Report number of commercial locations subject to AB 1826 (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
3	Report number of, and address of commercial locations that have implemented an AB 341 Program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
4	Report number of, and address of commercial locations that have implemented an AB 1826 Program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
5	Report number of multi-family locations subject to AB 1826 (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
6	Report number of, and address of Multi-Family locations that have implemented an AB 1826 Program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
7	Site Visits – Customers, addressees, & field notes of all commercial and multi-family site visits. (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
8	Report number and location of each customer that have NOT implemented an AB 341 Program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
9	Report number and location of each customer that have NOT implemented an AB 1826 Program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
10	Identify/report and produce diversion reports from the Facility that processed commercial waste from customers the do NOT have an AB 341 recycling program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
11	Identify/report and produce diversion reports from the Facility that processed multi-Family from customers that do NOT have an AB 341 recycling program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
12	Identify/report and produce diversion reports from the Facility that processed commercial waste from customers the do NOT have an AB 1826 recycling program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
13	Identify/report and produce diversion reports from the Facility that processed multi-Family from customers that do NOT have an AB 1826 recycling program (Pursuant to Section 6.8 of the Proposal)	<i>CalRecycle Req.</i>	Pending
14	Contamination: commercial recycling & organics recycling –	<i>CalRecycle</i>	Pending

	Procedures/Tagging/Outreach (Pursuant to Section 6.8 of the Proposal)	Req.	
15	Composting/Vermiculture Tonnage reports for Curbside and Bin collected Green-Waste (Pursuant to Section 6.8 of the Proposal)	CalRecycle Req.	Pending
16	Cart Counts: Number of Residents with each size Container (96/64/35) Trash/Organics/Recyclables (Pursuant to Section 6.8 of the Proposal)	CalRecycle Req.	Pending
17	Cart Counts: Number of Residents with Multiple Carts (Organics & Recyclables) (Pursuant to Section 6.8 of the Proposal)	CalRecycle Req.	Pending
	Specific Activity: Proposal	Section of Proposal	Agreement Section
18	Evidence of 70% Diversion Rate, as presented in the Proposal Cover Letter.	Cover Letter & Section 18	
19	Evidence of the \$10,000.00 "Annual Contribution in Scholarships" to Hawaiian Gardens residents seeking higher education.	Cover Letter	
20	Backyard Composting Classes: Evidence on implementation	Cover Letter	
21	Shred Events: Provide Schedule of these two annual events	Cover Letter	
22	Sharps: Provide outreach materials/customer counts/and containers distributed to date.	6.3.6	
23	Copy of the Puente Hills Agreement for MRF processing of M/F and commercial waste identifying Hawaiian Gardens as the recipient of the diversion.	6.3.2	
24	Mulch Give-A-Way: Schedule of Events (2 nd Year starting 7/1/19)	6.1.17	
25	Residential: Organics & Foodwaste Recycling	6.2.1	
26	Multi-Family: Evidence of 50% Diversion Rate	6.3.2	
27	Multi-Family: Organics Recycling Implementation & Support Documentation (Site visits, Cart Placement, PEM's, Foodwaste Surveys, Characterization Studies)	6.3.8	
28	Commercial: AB 341 Implementation (Qtr. PEM's, Waste Characterization reports) On-Site Separation (50% Diversion)	6.4.4	4.13.3
29	Commercial: AB 341 Implementation (Qtr. PEM's, Waste Characterization reports) MRF Processing (50% Diversion)	6.4.6	4.13.5
30	Commercial: Organics Recycling Implementation & Support Documentation (Site visits, Cart Placement, PEM's, Foodwaste Surveys, Characterization Studies) Starts January 1, 2019	6.4.5	4.13.4 & 14.13.5
31	All Sector: Oak Tree Green Waste Processing and SERRF	6.6	
32	Fleet Safety Management: Evidence of Training	10.0	
33	Excluded Driver Procedure: Evidence Quarterly MVR	10 (A.4)	
34	New Employee Training: Provide documentation of Smith System's Program Completion.	10 (B.1)	

35	Existing Employees: Annual Evaluation Report	10 (B.2.a)	
36	Existing Employees: Monthly Driver Safety, Provide reports and notes of these meetings.	10 (B.2.b)	
37	26 Point Implementation Plan: <u>Residents Job Fair</u> (Evidence thereof)	11.3.e	
38	26 Point Implementation Plan: <u>Public Awareness Campaign</u> (Evidence thereof of all 3 Public Awareness Mailers)	11.3.e	
39	26 Point Implementation Plan: <u>Residents Job Fair</u> (Evidence thereof)	11.3.e	
40	Local Office: Evidence that Contractor opened a local office	12.7	
41	Copies of Call logs and Complaint logs	12.7	
42	Updated Insurance Certificates	14.0	
	Specific Activity: Agreement	Section of Agreement	Status
43	Annual AB 939 Payment of \$25,000	3.2	Past Due
44	Annual Performance Audit Payment of \$25,000	3.2	Past Due
45	Provided evidence that Company has a \$1,000,000.00 performance bond in place.	3.3	Past Due
46	Bulky Item Report: Weekly Report to City	4.9.4	Past Due
47	Semi-Annual Newsletter: 2 nd month, 8 th month (City Review)	4.12.iii	Past Due
48	Franchisee Website: Update Web-Site, AB 341, AB 1826, SB 1383, E-Waste, U-Waste, Sharps, Senior Discount (Submit to City for Review)	4.12.iv	Past Due
49	Corrective Action: "Red Tag" Notice (Provide report to city of all "Red-Tag notices)	4.12.x	Past Due
50	Quarterly Curb-Side Audits: Provide reports to City	4.20	Past Due
51	50% City-Wide Diversion: Provide Documentation from each processor.	5.1	Past Due
52	75% Construction & Demolition Debris: Provide Documentation	5.2	Past Due
53	SHARPS Diversion Program Implementation: Include semi-annual outreach for approval	5.4	Past Due
54	Education: All outreach materials must be in English/Spanish/Korean	5.6.1	Past Due
55	How-To-Video: Provide Video	5.6.2	Past Due
56	Reporting: Quarterly Reports must be submitted complete and accurately (See above items # 1-14, 16 and 17)	5.8 & 5.8.1	Past Due
57	Reporting: Quarterly Reports - Certified weight tickets from each facility utilized	5.8.1	Past Due

58	Annual Report: Provide as required in section 5.8.2 (See above items # 1-14, 16 and 17)	5.8.2	Past Due
59	Reporting: Disposal/Diversion reporting records from each facility used, including but not limited to LAC Sanitation, Gabriel Container, Tzeng Long, Oak Tree, Ace Diversion, and DART. (2018-2019)	5.8.1 & 5.8.2	Past Due



Jeff Duhamel <jeff@munienvironmental.com>

Hawaiian Gardens

Asgian, Robert <RAsgian@lacsds.org>

Thu, Aug 8, 2019 at 1:05 PM

To: Jeff Duhamel <jeff@munienvironmental.com>

Cc: Ramie Lepe <rlepe@hgcity.org>, "John.Natalizio@bbkllaw.com" <John.Natalizio@bbkllaw.com>


Jeff

To accommodate the installation of the new processing equipment at Puente Hills MRF the old processing equipment had to be removed and is not currently available to process multifamily waste. The Districts are in the final stages of installation of the new processing equipment at the Puente Hills MRF, which is anticipated to be completed in November 2019. This equipment is designed to sort commingled recyclables and MSW, including multifamily waste. In order to definitively determine how much capacity of the Puente Hills MRF could be available for Hawaiian Gardens multifamily waste, it would be helpful to know how many tons per day of this specific waste needs to be processed. A diversion rate specific to Hawaiian Gardens multifamily waste would be reported based on actual production results. Please let me know if you need any additional information.

Bob Asgian

Bob Asgian, P.E.

Department Head | Solid Waste Management Department
562-908-4288 ext. 2414 | C 310-502-3405 | rasgian@lacsds.org

SANITATION DISTRICTS OF LOS ANGELES COUNTY  

Converting Waste Into Resources | www.LACSD.org

From: Jeff Duhamel <jeff@munienvironmental.com>

Sent: Wednesday, August 07, 2019 1:36 PM

To: Asgian, Robert <RAsgian@lacsds.org>

Cc: Ramie Lepe <rlepe@hgcity.org>; John.Natalizio@bbkllaw.com

Subject: Hawaiian Gardens

Bob,

Good afternoon. I wanted to follow-up with you regarding a telephone conversation you and I had in June or July of 2018, regarding "City Specific Diversion". The City of Hawaiian Gardens is attempting to compel Commercial Waste Services (CWS), by virtue of the franchise agreement, to have all Multi-Family waste processed through a MRF for optimum diversion. When we spoke of this issue last year, I recall you stating that LACSD has the ability to process city specific waste for city specific diversion.

We have relayed this information to CWS, however, as of the date of this email CWS claims that this is not available through the Sanitation Districts. Would you please shed some light on this topic for us? The City has failed once again to meet the diversion requirements of AB 939, and is seeking opportunities for MRF processing.

Regards,

Jeff A. Duhamel
Principal
Jeff@MuniEnvironmental.com
(O) 562-432-3700
(C) 562-754-1609

Website | LinkedIn

ATTACHMENT "L"



CWS Audit – 11/1/19

Memo

Consultant (Trieu Le) arrived at CWS offices at 9:45 AM. Upon arriving at CWS’ offices, Consultant was provided with a conference room to conduct the review.

The following list shows items that were requested by Consultant on October 28, 2019, prior to Consultant’s arrival on November 1, 2019 and the status of each those items during the duration of the audit.

Table 1: Document Request

I. Disposal Records: (2018 – Quarter 3 & Quarter 4) and (2019 – Quarter 1 & Quarter 2)		Status
1) Invoices and Receipts		
▪ LA County Sanitation District (DART & Puente Hills MRF)		Not Received
▪ ACE Diversion		Not Received
▪ All Other Facilities (If Applicable)		Not Received
2) Weight Tickets (Trash, Recyclables, and Organics)		
▪ LA County Sanitation District (DART & Puente Hills MRF)		Received but Incomplete
▪ ACE Diversion		Not Received
▪ All Other Facilities (If Applicable)		Not Received
3) Invoices and Receipts		
▪ LA County Sanitation District (DART & Puente Hills MRF)		Not Received
▪ ACE Diversion		Not Received
▪ All Other Facilities (If Applicable)		Not Received
4) City of Hawaiian Gardens Quarterly Report – 2018 Quarter 3 (Amended)		
a. Worksheet		Not Received
b. Qtr. Rpt. Pg. 2		Not Received
5) City of Hawaiian Gardens Quarterly Report – 2019 Quarter 1		
a. Worksheet		Not Received
b. Qtr. Rpt. Pg. 2		Not Received
6) City of Hawaiian Gardens Quarterly Report – 2019 Quarter 1 (Amended)		
a. Worksheet		Not Received
b. Qtr. Rpt. Pg. 2		Not Received
7) City of Hawaiian Gardens Quarterly Report – 2019 Quarter 2		
a. Qtr. Rpt. Pg. 1		Not Received
II. Gross Receipts and General Ledger Review		Status
1) Gross Receipts/Income Statement: (2018 – Quarter 3 & Quarter 4) and (2019 – Quarter 1 & Quarter 2) for all accounts within the City of Hawaiian Gardens		
a. Commercial Sector		Received but Incomplete
b. Roll-off/Temporary Bin Sector		Received but Incomplete
c. Residential Sector		Received but Incomplete

2) General Ledger: (2018 – Quarter 3 & Quarter 4) and (2019 – Quarter 1 & Quarter 2) for all accounts within the City of Hawaiian Gardens	
a. Commercial Sector	Not Received
b. Roll-off/Temporary Bin Sector	Not Received
c. Residential Sector	Not Received

1 Received Items

Of the items requested, Consultant only received printed copies of items (I.2) and part of item (II.1) during the 4.5-hour audit. These items are indicated in red above. Consultant requested for all of the information to be provided in a digital format such as excel or PDF to more easily facilitate the review, however, Consultant was told that the printed copies were the only thing that CWS was able to provide. For perspective, due to CWS’ inability to provide digital copies of items, it took Consultant 4.5 hours to retype portions of the information provided into an Excel worksheet to calculate the weights of four quarters and to conduct a review of the weight tickets. To conduct an entire audit like this is unfeasible; retyping these items alone would take hundreds of hours.

1.1 Item (I.2)

Item (I.2) was incomplete; there were no titles, no headers, and columns were not labeled. Consultant was skeptical of the information provided because it did not look professionally prepared.

During one of the inquiries regarding the tonnages collected and disposed for this item, Mr. Petrosian inferred that the differences between the tonnages collected (as reported by CWS) and the tons disposed (as reported Los Angeles County Sanitation Districts) was tons diverted by use of the ACE Diversion facility. ACE Diversion is owned by the Aron Petrosian Family Trust. Consultant further questioned Mr. Petrosian about this and asked him to provide examples of when CWS would take materials to his ACE Diversion facility, a Permitted Construction and Demolition Debris Facility. Mr. Petrosian provided Consultant with two examples. The first was that if the day had rain or if rain was forecast in the weather, the Los Angeles County Sanitation Districts (LACSD) would not accept the material, consequently, CWS would take the materials to ACE Diversion and processes it there. The second example was that if it was nearing the end of the day, CWS’ trucks will not bring the material to the LACSD facilities (Downey Area Recycling & Transfer, Puente Hills MRF), but will instead bring it straight to ACE Diversion. Consultant inquired if this material would be transferred later on to the LACSD, but was told that it would not be transferred and that the materials would be MRF processed and diverted at ACE Diversion. In light of this conversation, Consultant further emphasized the need for the weight tickets of the trucks arriving at ACE Diversion to further review Mr. Petrosian’s waste diversion claims. Consultant had requested this in the morning but did not receive reports for this information and was told that the system was down and that they were unable to pull these reports at 2:30 pm.

1.2 Item (II.1)

Item (II.1) was incomplete because Mr. Petrosian stated that customers were billed incorrectly and would need to rebill the customers in order to present that information correctly. While CWS did provide printed copies of customer revenues, Consultant did not wish to audit this item until billing was corrected.

The printed copy of customer revenues was a stack of papers of each account and what each account was charged, however, per Mr. Petrosian, customers were charged incorrectly and CWS was in the process of rectifying it. The provided copy was approximately 100-pages (printed on both sides) and

while sub-totals were present for each individual customer account, totals per service sector (Residential, Multi-Family, Commercial, Roll-Off) was not included. The consultant would have needed to examine thousands of accounts and classify each account as a residential account, commercial account, roll-off account, or other miscellaneous account(s). Identifying these accounts and summing these items up would have taken hundreds of hours as Consultant would have to manually separate and add up thousands of line items. Additionally, Consultant had requested CWS' customer service list with levels of weekly service and was told that that information would be provided shortly; by the end of the day, CWS had still not provided this item.

1.3 Missing Items

Consultant requested for items listed above between 10:00 am and 11:00 am and was told that consultant would be receiving it shortly. At approximately 2:30 pm, Consultant had still not received any of the items requested. At this time, Mr. Petrosian was out of the office so Consultant spoke with Debra. Debra was the person who was responsible for providing Consultant with the requested items. Debra claimed that the system was down and that she would e-mail the files when she can. Consultant had already waited approximately 4-hours for the requested files and had still not received said files or documents. Additionally, as of the writing of this memo, those items are still not provided.

2 Further Discussion

2.1 Digital Copy Request

In previous audits, Consultant has always been able to obtain digital copies of the requested information from haulers being audited. It bewildered the consultant to hear that CWS was unable to provide digital copies because in order to print this type of material, it must first be digitally generated. Working with printed copies of such large volumes of information is an arduous and inefficient process as Consultant would need to retype all of the information.

2.2 ACE Diversion

Per the state' requirement, all facilities processing any forms of waste must report tonnages to the Disposal Reporting System (DRS). Mr. Petrosian claims that CWS takes material from Hawaiian Gardens to ACE Diversion for processing, however, Consultant was unable to find any tonnages for Hawaiian Gardens that was processed at the ACE Diversion facility in the Los Angeles County Public Works DRS database for the quarters being audited. Furthermore, it should also be noted that ACE Diversion is only allowed to handle construction and demolition debris; therefore, taking any mixed municipal solid waste would be a violation of their non-disposal solid waste facility permit.

In light of this, Consultant further investigated the ACE Diversion facility for any violations since July 1, 2019. Below are portions quoted from inspections conducted by the Local Enforcement Agency (LEA), Los Angeles County Public Health. This information is publicly provided on CalRecycle Solid Waste Information System (SWIS) website portal.

Table 1: Monthly LEA Inspection Reports (Partial)

<p>Inspection Date – 07/16/19</p>	<p>§17383.5(f) - Residual material shall be removed from the site within 48 hours or at an alternate frequency approved by the EA. The facility is not permitted to handle mixed MSW (putrescible waste). Ensure that all mixed municipal solid waste received at facility and residual waste is removed within 48 hours. CDI material commingled (/contaminated) with putrescible waste must also be removed within 48 hours. CDI</p>
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MuniEnvironmental
Professional Consultants

	<p>material commingled with MSW was still present on the tipping floor during the inspection.</p>
<p>Inspection Date – 08/09/19</p>	<p>§17383.5(f) - Residual material shall be removed from the site within 48 hours or at an alternate frequency approved by the EA. The facility is not permitted to handle mixed MSW (i.e. putrescible waste). Ensure that all mixed municipal solid waste received at facility and residual waste is removed within 48-Hours. CDI material commingled with putrescible waste must also be removed within 48-Hours. CDI material commingled with MSW was still present on the tipping floor during the inspection.</p> <p>§17383.5(l) - Each operator shall maintain records in accordance with Title 14, California Code of Regulations, Division 7, Chapter 9, Article 9.25, Section 18815.1 et seq. The records shall be available for inspections as authorized by that article during normal business hours and retained in the operating record near the site or in an alternative location approved by the Local Enforcement Agency. Tonnage records were not provided to LEA upon request. Operator stated that they would email tonnage records to LEA by the next business day, tonnage records were not emailed to the LEA as stated. Provide monthly tonnage reports (in/out-bound) for the months of June, July, and August 2019. Ensure that the tonnage reports are in a format (i.e. spreadsheet/table) that itemizes the total in-bound and out-bound tonnages for each day of the month. In addition, provide records for all out-bound residual waste and the solid waste facilities (i.e. transfer stations, landfills, and/or WTE) that received them.</p>
<p>Inspection Date – 09/12/19</p>	<p>§17383.5(b) - CDI debris stored for more than 15 days that has not been processed and sorted for resale or reuse shall be deemed to have been unlawfully disposed, and therefore subject to enforcement action including the use of a Notice and Order as provided in section 18304. CDI stock piled on tipping floor has not been processed for over 15 days.</p> <p>§17383.5(f) - Residual material shall be removed from the site within 48 hours or at an alternate frequency approved by the EA. The facility is not permitted to handle mixed MSW (i.e. putrescible waste). Ensure that all mixed municipal solid waste received at facility and residual waste is removed within 48-Hours. CDI material commingled with putrescible waste must also be removed within 48-Hours. CDI material commingled with MSW was still present on the tipping floor during the inspection.</p> <p>§17383.5(l) - Each operator shall maintain records in accordance with Title 14, California Code of Regulations, Division 7, Chapter 9, Article 9.25, Section 18815.1 et seq. The records shall be available for inspections as authorized by that article during normal business hours and retained in the operating record near the site or in an alternative location approved by the Local Enforcement Agency. Tonnage records</p>



	<p>were not provided to LEA upon request. Operator stated that they would email tonnage records to LEA by the next business day, tonnage records were not emailed to the LEA as stated. Provide monthly tonnage reports (in/out-bound) for the months of June, July, and August 2019. Ensure that the tonnage reports are in a format (i.e. spreadsheet/table) that itemizes the total in-bound and out-bound tonnages for each day of the month. In addition, provide records for all out-bound residual waste and the solid waste facilities (i.e. transfer stations, landfills, and/or WTE) that received them.</p>
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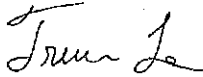
Per the violation notices above and per Mr. Petrosian's claims, Consultant believes that CWS is taking mixed MSW from Hawaiian Gardens to the ACE Diversion; this is a violation of ACE Diversion's permit. Furthermore, Consultant is also having similar difficulties to the LEA in regards to receiving weight tonnages from ACE Diversion.

3 Conclusion

Consultant finds that the few items that were provided were not in an auditable format and lacked any back-up documentation by which to verify the data provided. Table 1 clearly states which items will be audited and the documents are requested to correspond with the audit. Either the Company was ill-prepared for the audit or is intentionally attempting to obfuscate the process.

This audit was CWS' opportunity to provided accurate and auditable documentation that would support their diversion reports and disposal records against the documentation the consultant had presented in past communications. CWS' quarterly reports, and the tonnages reported for diversion and disposal are not supported by Company's onsite records. Company's inability to provide simple scale weight reports, or accurate billing records is of paramount concern to the LEA, CalRecycle and the City of Hawaiian Gardens. Due to CWS' lack of verifiable documentation, the above-named agencies must rely upon the records of the County of Los Angeles Public Works, Los Angeles County Sanitation Districts, and Disposal records from the County of Orange.

Trieu Le


Staff Consultant

Jeff A. Duhamel


Principal Consultant

Date: November 6, 2019

ATTACHMENT "M"



BEST BEST & KRIEGER
ATTORNEYS AT LAW

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Megan K. Garibaldi
(949) 263-6592
Megan.Garibaldi@bbklaw.com

November 4, 2019

VIA U.S. MAIL & EMAIL

Commercial Waste Services, Inc.
1530 Date Street,
Montebello, CA 90640
Attn: Haik Petrosian

Re: *Notice Of Default To Commercial Waste Service, Inc.'s For Failure To Pay The Annual Program Payments To The City Of Hawaiian Gardens, Pursuant To Section 3.2 Of The Franchise Agreement, And Assessment of Late Penalties for Failure To Timely Pay the 2019 Second Quarter (April-June) Franchise Fees*

Dear Mr. Petrosian:

The City of Hawaiian Gardens ("City") hereby provides Commercial Waste Services, Inc. ("CWS") with an additional formal notice of monetary default ("Notice"), pursuant to the procedures established in Article 9 of the Franchise Agreement ("Agreement"), on the following grounds:

In addition to any previously-identified monetary defaults for which the City has given notice of default,¹ this Notice further provides that CWS has failed, and continues to fail, to pay the Annual Program Payments, as required by Section 3.2 of the Agreement. As set forth below, CWS owes the City \$45,880.76 for the Annual Program Payments and the associated late penalty fees.

The City details the nature of this breach and actions required for cure immediately below. In addition, the City's September 25, 2019 Supplement Notice of Default demanded payment of the then-delinquent Franchise Fees for the 2019 Second Quarter (*i.e.*, April – June). While the City has since received the Franchise Fees payment, it has not received the late penalty payment, which is also assessed below.

I. CWS Failed to pay the City the Annual Program Payments

Pursuant to Article 3, Section 3.2, CWS shall make annual payments to the City on the anniversary date of the Agreement—that is, by every July 1st—for each of the following:

¹ Please note that this Notice is independent of any prior notices issued by the City and does not relieve CWS of any duties to cure previously identified outstanding breaches.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

November 4, 2019

Page 2

- (a) An AB 939 Program Payment, in the amount \$20,000.00, which is intended to reimburse the City for costs related to compliance with State recycling mandates, City staff expense for oversight and review of CWS' recycling activities, and the cost of professional consulting services. (See Section 3.2(i).)
- (b) A Performance Audit Program Payment, in the amount of \$25,000.00, which is intended to reimburse the City for a third-party review and audit of CWS performance, record keeping, and fee calculations. (See Section 3.2(ii).)

In accordance with Section 3.2, CWS was required to pay the City \$45,000.00, which was due on July 1, 2019. However, as of the date of this Notice, the City has not received either of these payments from CWS. **Section 3.2 provides that failure to submit this payment to the City on July 1 is a material breach of the Agreement.**

Article 9, Section 9.3 requires the City to provide CWS with written notice for any failure or breach of a material duty or obligation under the terms of the Agreement. The City must set forth the nature of the breach and any actions required by CWS to cure such breach or failure. Accordingly, **CWS will be deemed to be in further default under the Agreement if it fails to cure the above defect within ten (10) days from the date of this Notice.** Failure to timely cure these material breaches will be further evidence of material noncompliance by CWS should the City consider issuing a notice of intent to terminate the Agreement.

Article 9, Section 9.4 also subjects CWS to a compounding late payment penalty of 1.5% per month, or any fraction of a month, for any failure to perform monetary obligations under the Agreement. Therefore, to date, CWS has accumulated \$2,880.76 in late payment penalties for failure to timely pay the Annual Program Payments. However, it appears that CWS overpaid the late penalty for the one-time Administrative Fee (required pursuant to Section 3.3(ii)) by \$2,000.00, and thus the City will apply this \$2,000 as a credit to the outstanding late fees associated with the Annual Program Payments.² Accordingly, CWS's the amount due for the late penalty on the Annual Program Payments is \$880.76 (i.e., \$2,880.76 less \$2,000). **As such, the City demands that within ten (10) days from the date of this Notice, CWS pay the City \$45,880.76 for the Annual Program Payments and the associated late penalty fees.**

II. CWS failed to timely pay the 2019 Second Quarter (April – June) Franchise Fees

Pursuant to Article 3, Section 3.1, a failure to timely and accurately pay the Franchise Fee is considered a material breach of the Agreement. The 2019 Second Quarter Franchise Fee was due on August 15, 2109. The City receive its 2019 Second Quarter Franchise Fee payment on

² In prior correspondence between the City and CWS, the parties had previously agreed to calculate the late penalty for the Administrative Fee as \$7,728.41. However CWS submitted a check to the City for \$9,728.41. While the City was reviewing various financial records relating to CWS' compliance issues, it noticed that CWS overpaid the late penalty by \$2,000.00.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

November 4, 2019

Page 3

October 8, 2019 for \$10,656.53, following the City's September 25th Default Notice on the matter.

Article 3, Section 3.1 also subjects CWS to a compounding late payment penalty of 1.5% per month, or any fraction of a month beyond the prescribed due date for delinquent franchise fees. Section 3.1 acknowledges that this is an "agreed upon penalty" that is cumulative upon any balances owing or subsequently found as owing. **The City therefore demands that within ten (10) days from the date of this Notice, CWS pay \$198.06 in late payment penalties.**

III. Conclusion

As set forth above, CWS has materially breached the Agreement and, if not cured within ten (10), will be further in default. Accordingly, unless CWS fully and completely cures these material breaches within ten (10) days of this Notice, CWS will be in further default under Agreement on these grounds, as well. The City reserves its right to pursue any and all contractual and legal remedies to collect all outstanding monies, debts, fees, damages (including liquated damages) and penalties afforded to it under the Agreement and the law.

If you have any questions with regard to this Notice, please do not hesitate to contact me.

Sincerely,

Megan K. Garibaldi
BEST BEST & KRIEGER LLP
Interim City Attorney, City of Hawaiian Gardens

cc: Ernie Hernandez, City Manager (*via email only*)
Viken Pakradouni (*via email only*)

ATTACHMENT "N"



October 4, 2019

To: Certificate Holder

Re: Insurance Coverage for Commercial Waste Services Inc

To Whom It May Concern:

You are receiving this letter and attached certificate to inform you that the insurance for Commercial Waste Services Inc through Millennium Corporate Solutions has terminated.

The General Liability, Business Auto, and Excess Liability policies were cancelled effective 09/02/19. The Workers Compensation insurance was non-renewed effective 10/1/19.

If you have any questions/concerns please reach out to Commercial Waste Services Inc directly.

P: 323-728-9554

Thank you,

A handwritten signature in cursive script that reads "Megan Hilke".

Megan Hilke

Millennium Corporate Solutions

P: 818-844-4118

Email: mhilke@mcsins.com

RISK MANAGEMENT AND INSURANCE SERVICES

.....
Tel (949) 857-4500 • Fax (949) 857-4800 • www.mcsins.com • License No. 0C13480

5530 TRABUCO ROAD, IRVINE, CALIFORNIA 92620



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Millennium Corporate Solutions An ISU Network Member #0L12555 550 N Brand Blvd #1100 Glendale, CA 91203	CONTACT NAME: Megan Hilke PHONE (A/C, No, Ext): (818) 844-4118 E-MAIL ADDRESS: MHilke@mcsins.com	FAX (A/C, No): (949) 679-7240
	INSURER(S) AFFORDING COVERAGE	
INSURED Commercial Waste Services Inc PO Box 820 Montebello, CA 90640	INSURER A: Starr Surplus Lines Insurance Company	NAIC # 13604
	INSURER B: Starr Indemnity & Liability Company	NAIC # 38318
	INSURER C:	
	INSURER D:	
	INSURER E:	

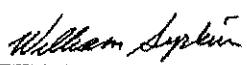
COVERAGES **CERTIFICATE NUMBER:** 18-19 WC 19-20 GLAU XS **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Site Pollution \$1,000,000 per claim GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		1000066945191	05/03/2019	09/02/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000626058191	05/03/2019	09/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000337304191	05/03/2019	09/02/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Excess over GL, AL, EL \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100 0003392	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All operations of the named insured for the certificate holder.
 When required by written contract, Certificate Holder, is named as additional insured for General Liability per form SL023 attached. [Replaces certificate dated 6/14/2019].

CERTIFICATE HOLDER City of Hawaiian Gardens 21815 Pioneer Blvd Hawaiian Gardens CA 90716-1237	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

ATTACHMENT "O"



BEST BEST & KRIEGER
ATTORNEYS AT LAW

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Megan.Garibaldi@bbklaw.com

November 8, 2019

VIA FEDEX, U.S. MAIL & EMAIL

Commercial Waste Services, Inc.

1530 Date Street,

Montebello, CA 90640

Attn: Haik Petrosian

Re: *Notice Of Termination of that Certain Exclusive Solid Waste Services Franchise Agreement Between the City of Hawaiian Gardens (the "City") and Commercial Waste Services, Inc. ("CWS"), dated July 1, 2018 (the "Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.*

Dear Mr. Petrosian:

By this letter, the City hereby provides CWS with a formal notice of termination ("Termination Notice"), pursuant to the procedures established in Section 9.3 of the Agreement.

As a result of CWS's failure to timely cure certain previously-identified defaults, as set forth in the City's Notice of Defaults and related correspondence provided on March 25, June 5, June 27, September 25, October 9, and October 28, and November 4, the City hereby delivers this Termination Notice and reserves the right to terminate the entire Agreement in accordance with Article 9 thereof.

Notice is hereby given to CWS that a hearing opportunity for CWS relating to the termination of the Agreement ("Termination Hearing") is scheduled for the City Council's regular meeting of November 12, 2019, commencing at 6:00 p.m. at Hawaiian Gardens City Hall, in the City Council Chambers, located at 21815 Pioneer Blvd., Hawaiian Gardens, California 90716.

The Termination Hearing has been agendized as a public hearing at that meeting, and is being noticed in accordance with the requirements of the Ralph M. Brown Act, Gov. Code §§ 54950 *et seq.* Enclosed herewith, please find a copy of the Staff Report for the Termination Hearing and proposed City Council Resolution for the termination of the Agreement. At said Termination Hearing, CWS shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination.

Following the conclusion of the Termination Hearing, the City Council may, based upon substantial evidence presented at the Termination Hearing, adopt a resolution (1) terminating the Agreement, (2) determining that CWS is innocent of a default and, accordingly, dismiss the



BEST BEST & KRIEGER
ATTORNEYS AT LAW

November 8, 2019
Page 2

Termination Notice and any charges of default, or (3) impose conditions on a finding of default and a time to cure, such that CWS's fulfillment of said conditions will waive or cure any default.

In addition, please take notice that the City additionally may terminate the Agreement at the Termination Hearing, in compliance with Section 9.1(i) and (vii) thereof, as a result of CWS's failure to both (i) maintain insurance as required by Article 11 of the Agreement and (ii) notify the City of the cancellation of CWS's insurance in accordance with Section 11.1.5 of the Agreement.

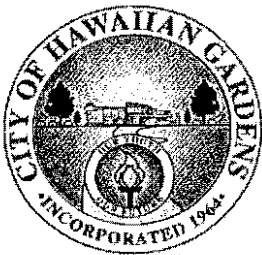
Sincerely,

A handwritten signature in cursive script that reads "Megan K. Garibaldi".

Megan K. Garibaldi
BEST BEST & KRIEGER LLP
Interim City Attorney, City of Hawaiian Gardens

cc: Ernie Hernandez, City Manager (*via email only*)
Viken Pakradouni (*via email only*)

Enclosures



**CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT**

Agenda Item No.: A-2
City Manager: [Signature]

DATE: November 12, 2019
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Joseph Colombo, Community Development Director

SUBJECT: ORDINANCE NO. 585,
ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AMENDING HAWAIIAN GARDENS MUNICIPAL CODE SECTION 18.90.080 (ACCESSORY DWELLING UNITS) AND OTHER APPLICABLE SECTIONS OF THE ZONING CODE

SUMMARY

The proposed Ordinance would amend Title 18 of the Hawaiian Gardens Municipal Code (HGMC) and establish the City's zoning regulations for accessory dwelling units (ADU), consistent with Government Code Section 65852.2. It would also repeal Ordinance No. 548U, an Interim Zoning Ordinance that places a moratorium on the permitting and construction of certain ADUs.

On October 9, 2019, the Planning Commission held a public hearing and voted (4-1) approving Resolution No. 2019-018 recommending the City Council adopt the Draft Zoning Code Text Amendment with revisions that address new State laws signed by the Governor in October 2019 and take effect in January 2020.

BACKGROUND

In 2017, amendments to Government Code Section 65852.2 effectively made null and void the City's Second Dwelling Unit Regulations (Section 18.90.080 -18.90.100). In absence of such an ordinance, the City must approve ADUs applying only limited standards and regulations of Sections 65852.2(a)(1)(A) and (B) ("State Standards").

Interim Urgency Ordinance

Pursuant to the requirements of Government Code Section 65858, the City has in effect a moratorium set to expire on April 10, 2020, on the permitting and construction of

certain ADUs and establishes interim regulations for ADUs under Ordinance No. 548U. The current ADU regulations are the "State Standards" per the Ordinance.

On June 12, 2018, staff presented to City Council a recommendation to hire a consultant to further study the technical analyses within the City that would provide a detail analysis of the streets, safety issues, evaluation of all sites in the City for potential build out scenarios, and related impact to public health, safety and welfare.

Accessory Dwelling Units Technical Report

In May 2019, MIG prepared an ADU report that provides a technical and regulatory overview of the City of Hawaiian Garden's ADU regulations and examines the physical conditions that may influence how the City responds to a series of State law that promote the development of ADUs. This report evaluates existing characteristics of the City's population, housing units, lot sizes, transportation services, parking, and infrastructure systems, as well as the potential capacity for allowing additional ADUs. See the Discussion section in the report for more information on the Accessory Dwelling Unit Technical Report findings.

Planning Commission Recommendation

On October 9, 2019, the Planning Commission held a public hearing and voted (4-1) approving Resolution No. 2019-018 recommending that the City Council approve the draft Ordinance establishing the City's zoning regulations for ADUs consistent with Government Code Section 65852.2. The Planning Commission also recommended that the City Council consider revisions to the draft Ordinance that would incorporate State ADU legislation that were signed by Governor Gavin Newsom on the same day as the public hearing. These legislations signed on October 9 includes SB 13/AB 68/AB 881, AB 587, and AB 671/AB 139. The proposed Ordinance also include provisions signed on August 30, 2019, AB 670 (Friedman), which prevents homeowners' associations from barring ADUs.

New Accessory Dwelling Units Laws Signed Between 2016 and 2019

Since 2016, there has been considerable discussion throughout California in developing innovative solutions that could aid in the production of housing. The State-wide housing crisis prevails with a limited supply of affordable housing options, increased spatial mismatch, exponential growth in housing costs, and people who qualify as housing burdened.

In recognition of the State's housing crisis, the California legislature found and declared that, among other strategies, allowing ADU's in zones allowing single-family and multi-family residential uses provides additional housing stock and are an essential component in addressing California's housing needs. As a result, the State Legislature passed a handful of new laws that further limit local regulation of accessory dwelling units, or ADUs. The Legislature's goal is to accelerate ADU development throughout the State. New State laws related to ADU's was authored and amended between 2016 and 2017 through, AB 2406, AB 2299, SB 1069, AB 494, SB 229, and SB 1226 making significant changes to the ability of local municipalities to regulate such units.

In September 2016 Governor Brown signed three legislative bills (Senate Bill 1069, and Assembly Bills 2299 and 2406) that amended Government Code Section 65852.2, which regulates ADUs. The intent of the three bills is to spur the increased production of ADUs. Follow-up legislation passed in 2017 (SB 229 and AB 494) clarified certain changes in the Government Code made through the first round of legislation.

Notable provisions of State Law include mandating that local municipalities allow an ADU that is created by converting existing space (including a garage or accessory structure) on any single-family zoned property, reduction in parking requirements for accessory dwelling units, invalidating local ADU ordinances if they do not fully comply with the newly amended State Law, allowing for a ministerial or nondiscretionary approval process, and mandating that local governments approve JADUs. The newest applicable State Law regarding ADUs also amends the California Health and Safety Code to allow ADUs constructed without proper building permits to be brought into compliance within five years, unless delaying compliance is demonstrably unsafe.

On October 2019, Governor Newsom signed three legislative bills (Assembly Bills 881 and 68 and Senate Bill 13). The following summarized collectively the key components of all the bills:

More Locations

- State law now clearly prohibits a city from requiring a minimum lot size.
- ADUs are now allowed on lots with multifamily dwellings (not just single-family dwellings).
- The no-setback rule is expanded beyond just nonconforming garages to include any existing structure, or any new structure in the same place and with the same dimensions as an existing structure.
- The most a city may require for a side or rear setback is now 4 feet.
- Before, the adequacy of water and sewer services and ADU impact on traffic flow and public safety were just examples of reasons that might justify a city in restricting ADUs in a certain area. Now, they're the only allowed reasons, and cities must consult with utility providers before deciding that water and sewer services are inadequate.

Fewer Opportunities to Regulate Size

- Minimum size must be 220 square feet, or as low as 150 square feet if the city has adopted a lower efficiency-unit standard by local ordinance.
- Maximum size must be at least 850 square feet for attached and detached studio and one-bedroom ADUs and at least 1,000 square feet for two or more bedrooms. In practice, an ADU might be limited to less than these minimum maximums by the application of development standards, such as lot coverage and floor-area ration. But another new provision prohibits the application of any

standard that wouldn't allow for at least an 800-square foot, 16-foot tall ADU with 4-foot side and rear setbacks.

- Converted ADUs may now include an expansion of the existing structure of up to 150 square feet for ingress and egress.
- Attached ADUs are no longer limited to 1,200 square feet — just 50 percent of the existing primary dwelling.

Less Parking

- Cities may no longer require replacement parking when a garage is converted to an ADU.
- A city cannot require ADU parking within a 1/2 mile of public transit. State law now clarifies that "public transit" includes any bus stop, which may considerably expand parking-exempt areas for many cities.

More Limited Review

- Whether or not a city has a compliant ADU ordinance, it must ministerially approve a compliant ADU, and now a junior ADU as well, within 60 days of receiving a complete application — a decrease from 120 days. But the city must extend that time if an applicant requests it. Cities may charge a fee to recover review costs.
- Any new primary dwelling that requires a discretionary review may still be subjected to the normal discretionary process, and consideration of an ADU on the same lot may be delayed until the primary dwelling is approved. But the ADU decision must remain ministerial.
- Cities now have to approve new detached ADUs with only a building permit (as they do for converted ADUs), without applying any standard except for 4-foot setbacks, an 800-square foot max and a 16-foot height limit.
- Cities may not require correction of physical nonconforming zoning conditions for an ADU or junior ADU.

Multiple ADUs and Multifamily

- Cities must now allow both a junior ADU and either a converted ADU or a detached building-permit-only ADU on the same lot.
- A city must now allow junior ADUs even if the city doesn't have an ADU ordinance, in which case it may only impose the few standards in state law.
- Cities must now allow multiple converted ADUs on lots with a multifamily dwelling.
- Cities must now allow up to two detached ADUs on lots with a multifamily dwelling, subject only to a 16-foot height limit and 4-foot setback.

More Limited Fees

- Utility providers are now more limited in whether and how they can charge connection fees and capacity charges.
- Impact fees are prohibited for ADUs smaller than 750 square feet. They're allowed for large ADUs, but only proportional to the primary dwelling.

No Owner-occupancy

- All ADUs are exempt from owner-occupancy requirements until Jan. 1, 2025. Cities may then impose occupancy requirements, but only to ADUs created after that date.

No Short-term

- Cities may no longer allow short-term rentals of ADUs.

Heavier Consequences for Cities

- Now, a local ADU ordinance is null and void if it does not fully comply with whatever the current state law requires — not just with the 2017 amendments (which was previously the case). So cities will have to proactively conform their ordinances before changes in state law take effect or continually risk voiding their entire local ordinance.
- Cities are more accountable now to the California Department of Housing Community Development for confirming their local ordinances to the state ADU law, and HCD may refer a violation to the Attorney General.

These laws signed by Governor Newsom do not come into effect until January 1, 2020. However, Staff proposes the draft Ordinance as described below to accommodate for these more recent ADU laws.

Additionally, it should be noted that State law still authorizes local municipalities to adopt additional restrictions as long as the additional restrictions do not conflict with the regulations established in State law.

Proposed Accessory Dwelling Unit Ordinance

Staff presented the draft Accessory Dwelling Unit Ordinance to the Planning Commission. The Commission recommended to revise the Draft Ordinance to reflect the changes in State law. The changes to the Ordinance are described in the following sections.

The proposed draft Ordinance would amend Title 18, primarily Section 18.90.080 (Accessory Dwelling Units). Once the draft Ordinance has been adopted, Section 18.90.080 (Accessory Dwelling Units) would contain all the City's Accessory Dwelling Unit regulations, though they would also be reflected in other parts of the code as indicated by the targeted amendments to Section 18.50.010 (Parking and Loading Requirements), Section 18.100.040 (Administrative Review and Approval), and 18.20.030 (Definitions).

Defining "Accessory Dwelling Units" (ADUs)

The proposed Ordinance would incorporate the definition of Accessory Dwelling Units based on State law and would effectively replace and supplant Granny Unit and Guest House zoning text and regulations. In addition, the Ordinance would define "Junior Accessory Dwelling Units" (JADU) as a unit up to 500 square feet in size contained entirely within a single-family dwelling, and that is created in whole or in part from within a primary dwelling by modifying an existing bedroom. Three types of ADUs are recognized in the Ordinance (Converted, Attached, Detached), in addition to JADUs, and each is subject to slightly different regulations per State Law.

Location/Zones/Areas

As allowed by the State ADU law, the City's proposed ordinance would allow ADUs in all the City's residential zones (R-1, R-2, R-3 and R-4) that currently contains or will contain only one single-family detached primary dwelling¹. It would also allow ADUs on lots with multifamily structures both as ADUs converted from space that is not currently used as livable space and as detached ADUs.

In the situation where the Converted ADUs is proposed on an existing structure that is non-conforming with regards to zoning regulations, the proposed Ordinance abides by State regulations by not requiring corrections of zoning non-conformity. In other situations where the nonconformity is not through zoning regulations, the provisions of HGMC Section 18.100.130 (Nonconforming Uses and Structures) apply. In addition, unpermitted/illegal ADUs will not be deemed conforming unless it conforms to the City's ADU Ordinance.

Ministerial Review and Approval

ADUs that meet the provisions of the proposed Ordinance would be subject to a ministerial review and approval process and will not require a discretionary permit. No additional planning review would be required for "Converted" ADUs. Planning and other department review of Converted ADUs would occur prior to building permit issuance. For all other ADUs, planning review and approval of a ministerial Accessory Dwelling Unit Permit would be required prior to building permit application.

Development Standards

¹ Government Code Section 65852.2(a)(1)(A)

Through the adoption of the proposed Ordinance, the State ADU law explicitly allows for the City² to impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places. In the case of Converted ADUs, the City conforms with State ADU law by not requiring additional zoning development standards.

Development Standard	Description of Requirement
Size	Up to 800 square feet. Detached ADU: Maximum 1,200 square feet of floor area Attached ADU: Maximum 50 percent of the floor area of the primary dwelling
Lot Coverage	Per Zone requirement, usually 50%
Setbacks	Front: 20 feet Rear and side: 4 feet
Location	Located being primary dwelling unit
Height	Minimum of 16 feet. As applicable, whichever is less of <ul style="list-style-type: none"> ▪ Maximum two stories or 30 feet; or ▪ Height of primary dwelling unit
Building Separation	Detached ADU must be minimum 8 feet from primary dwelling or another ADU

Parking

Although the proposed Ordinance establishes a minimum of one space per unit, since nearly all of Hawaiian Gardens are within 0.5-mile of transit (bus stops), State law would preclude its enforcement on almost all ADU permits. The proposed Ordinance would also eliminate the off-street parking requirement for converted ADUs.

When replacement parking is required, the proposed Ordinance would allow any configuration except that the front yard other than the paved driveway shall not be used for parking.

Other Requirements

The Ordinance also imposes objective design standards including the requirement to match the existing primary dwelling. It would require that ADUs to have permanent foundations and would still prohibit short-term rentals.

In compliance with the new ADU legislation taking effect in January 1, 2020, the proposed Ordinance does not include an "owner occupancy" requirement. However,

² Government Code Section 65852.2(a)(1)(B)(i)

the proposed Ordinance would still incorporate restrictions that would effectively ensure that the ADU and primary dwelling unit will occupy the same lot under one property owner.

DISCUSSION

With all of the new State laws addressing accessory dwelling units, as well as other housing laws that are being enacted to address the State's housing crisis, has placed additional pressures on local governments to revise their zoning codes to be compliant. The rush from the State's legislature to enact multiple bills concurrently and within a short time period has also caused confusion among cities to fully understand the implications of such State laws and requires cities to revise the zoning code frequently, thereby creating confusion for property owners.

Additionally, City staff recognizes that certain residential blocks with higher residential densities and small parcel sizes experience overcrowding challenges, which has resulted in parking and related issues. To prevent undue burdens to government services and infrastructure, the City wanted to fully study the existing conditions and make the sure the revisions the ADU Zoning section would not exacerbate current overcrowding and parking conditions.

Accessory Dwelling Unit Technical Report Findings

The purpose of Accessory Dwelling Unit Technical Report was to examines the physical conditions that may influence how the City responds to a series of State law that promote the development of ADUs. Specifically, the report was to examine whether garage conversions and additional ADUs would have an overall negative impact on infrastructure and emergency vehicle access due to narrow streets, illegal parking, and congested parking conditions within in particular residential blocks of the City.

The discussion of the report's findings includes information current as of September 2019 and remain informative in light of recent ADU laws singed in October 2019, and the proposed Ordinance. The report serves to provide a snapshot of the City's underlying zoning, land use, infrastructure and demographic environment as to inform discussion of State-mandated creation of new dwelling units. The following sections summarized the key components and findings of the report.

Land Use and Zoning

The City has 3,721 housing units, and 61% are single-family dwellings within a mostly medium-density residential environment. Since 2018, cities with no ordinance must allow ADUs in zones where single-family uses are allowed in addition to single-family residential zones. Single-family uses are allowed in all the City's residential zones (R-1, R-1-10000, R-2, R-3 and R-4). Although current and proposed ADU regulations would affect all residential zones, the R-2 zone applies to 60% of these lots. The R-2 Zone is consistent with the General Plan's Medium Residential Density land use designation. Per Section 18.10.030(J), the Medium Density Residential Land Use designation allows up to 17 dwelling units per acre and minimum lot size requirement of 3,750 square feet.

In the Southwest area, almost all residential zones are R-2 with a portion south of 226th street zoned R-4 (maximum 24 dwelling units per acre).

Population and Housing

The City of Hawaiian Gardens is the smallest city in Los Angeles County with a geographic area of less than one square mile (611 acres). The southern section of the City, south of Carson Street to the Long Beach border, accommodates 10,370 persons or 73% of the City's total population of 14,690. Population growth has slowed in recent years, with a minor decline in absolute population numbers. The report identifies demographic profile that influence the demand and creation of supply of ADUs. In Hawaiian Gardens, the average household size is 4.1 persons and 58.6% are renters. Median households have incomes of \$38,553, 63% of the County's median. The median population age of 30.9 is 5.1 years younger than the County.

Overcrowding conditions apply to 20.3% of households, twice as high as the County's. Overcrowding increases health and safety concerns and stresses the condition of the housing stock and infrastructure. New dwelling units could potentially provide relief from existing overcrowding conditions.

Transportation and Parking

The report examines the capacity and performance of the City's street system to absorb new parking demand generated by an ADU. Most of the streets in Hawaiian Garden's residential neighborhoods are local streets with a right-of-way width substantially less than 50 feet to accommodate sidewalks and parkways. Over 50% of the streets are less than 40 feet wide. When refined geographically, almost all streets in the City's southwest portion are 30 feet in width, and 35 feet wide in the southwest portion.

Findings of the field investigations of the City's roadway on May 4, 2019, identify the following observations:

Parking

- General Plan statements and policy direction to address overcrowding impacts of parking were confirmed
- Most on-street parking spaces were occupied. Driveways and sidewalks being are blocked by apron parking
- Off-street parking spaces are almost always at full capacity utilized; sometimes, cars exceed the number of what could typically be accommodated within driveways

Traffic/Congestion

- Blocked travel lanes as a result of loading and unloading being conducted within travel lanes due to the lack of available on-street parking

- Street widths are typically 30 to 35 feet within certain residential blocks. When parking takes up the curb, at these street widths vehicles passing each other would have to yield (stop or pull to the side) to allow the other vehicle to pass and could impede emergency vehicles. This could ultimately limit emergency response times and access.

Infrastructure and Services

Based on contact with the City's water provider, Golden State Water Company, company representatives confirmed that the City does not have any water deficiency issues as of 2019. GSWC regularly updates aging water pipes on a replacement schedule of approximately 100 years. The City's Sewage Disposal Charges – Reconstruction of Sewer System (Chapter 13.12 of the City's Municipal Code) provides funding for a sewer reconstruction program to accommodate new development and redevelopment. The City's Master Plan of Storm Drains identifies the potential need for four new storm drains and seven storm drain extensions located within the City's single-family zones (R-1 and R-1-10,000).

The Los Angeles County Fire Department operates out of Station 34 located at 21207 South Norwalk Boulevard. The department responded to approximately 1,113 incidents in 2018 with average response time of four minutes and fifty seconds (4:50). National standards say most responses should be under six minutes.

Response to Report Findings

Based on the findings of the report, City staff considered placing additional Zoning Code restrictions within certain residential blocks that are characterized as overcrowded population conditions per Census data, have higher residential densities allowed by General Plan, consist of narrow streets, include off-street and on-street parking issues per field observations, and the majority of parcels exceed current residential development standards, specifically the lot coverage standard. These revisions the proposed ADU regulations would restrict additional ADUs projects. However, after discussion with City Staff, the recommended approach was to update the ADU Zoning Code to meet State law and not target certain residential blocks, but to revisit this issue in the future. On a regular basis, City staff would evaluate the number of ADU projects that are proposed and constructed. In the future, if additional problems resulted from the constructing ADUs, the City could impose additional residential standards, so long as they meet State law.

ENVIRONMENTAL ANALYSIS

The proposed project would implement the provisions of Government Code Sections 65852.1 and 65852.2 and is therefore, statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17.

RECOMMENDATION

Staff recommends that the City Council take the following actions to amend the Accessory Dwelling Units regulations:

1. **Find** that the proposed Zoning Code Text Amendments are exempt from the California Environmental Quality Act (CEQA); and
2. **Adopt** an Ordinance (Attached A) amending Hawaiian Gardens Municipal Code Section 18.90.080 (Accessory Dwelling Units) and other applicable sections of the Zoning Code.

Attachments:

- A. Draft Ordinance No. 585
- B. Accessory Dwelling Unit Technical Report
- C. Exhibit A strikethroughs/changes
- D. Exhibit B strikethroughs/changes

DRAFT ORDINANCE NO. 585**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, AMENDING TITLE 18 (ZONING CODE), SECTION 18.90.080 (ACCESSORY DWELLING UNITS) AND OTHER APPLICABLE SECTIONS OF THE ZONING CODE OF THE HAWAIIAN GARDENS MUNICIPAL CODE**

WHEREAS, the City of Hawaiian Gardens ("City") is a California general law city, constitutionally vested with the power to make and enforce local laws and ordinances necessary to protect the general health, safety, and welfare of its residents, including comprehensive zoning and land use regulations, to the extent such regulations are not preempted by the State's general laws;

WHEREAS, the City Council has received a Draft Zoning Code Text Amendment, a request to amend Title 18 of the Hawaiian Gardens Municipal Code (HGMC), Section 18.90.08 (Accessory Dwelling Unit) and other applicable sections of the Zoning Code of the Hawaiian Gardens Municipal (HGMC) to conform the Zoning Code with State Law;

WHEREAS, in 2017, 2018, and 2019, the State of California has amended Government Code Sections 65852.2 and 65852.22 to include additional regulations pertaining to the development of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs");

WHEREAS, in the absence of a State-compliant ordinance enacted after January 1, 2017, the City's ADU regulations may be considered null and void under Government Code Section 65852.2(a)(4), and the City would then be required to approve any application for a new ADU that meets minimal statutory criteria, regardless of negative impacts to surrounding properties and the community;

WHEREAS, on April 10, 2018, the City Council adopted Interim Urgency Ordinance No. 578U, imposing temporary standards on ADUs, and imposing a temporary moratorium on all ADUs that do not comply with such standards, based upon the City Council's findings that approving new ADUs without regard to local regulation may have severe negative impacts on the community, and the establishment of these new ADUs in certain particularly problematic areas of the City described above has the potential to conflict with the City's permanent ADU regulations;

WHEREAS, on May 22, 2018, the City Council adopted Interim Urgency Ordinance No. 581U, imposing temporary standards, for a period of 10 months and 15 days, that was set to expire on April 10, 2019 on ADUs, and imposing a temporary moratorium on all ADUs that do not comply with such standards, based upon the City Council's findings that approving new ADUs without regard to local regulation may have severe negative impacts on the community, and the establishment of these new ADUs in certain particularly problematic areas of the City described above has the potential to conflict with the City's permanent ADU regulations;

WHEREAS, on March 26, 2019, the City Council received and approved a report describing the actions taken since the adoption of Interim Urgency Ordinance No. 581U to

eliminate the conditions given rise thereto, and a public hearing on the proposed extension of Interim Urgency Ordinance No. 581U has been duly noticed and held;

WHEREAS, on March 26, 2019, the City Council held a public hearing and approved Ordinance No. 584U extending the Interim Urgency Ordinance to April 10, 2020;

WHEREAS, on January 8, 2019, the City Council approved Resolution No. 005-2019, approving a professional services agreement with MIG, Inc., to prepare an Accessory Dwelling Unit Technical Report and draft an ADU Ordinance, and MIG, Inc., has completed the study along with the recommendation for the proposed ordinance;

WHEREAS, on October 9, 2019, the Planning Commission approved Resolution No. 2019-018, recommending that the Hawaiian Gardens City Council approve and adopt the Ordinance (attached as Exhibit "A") amending Title 18 of the Hawaiian Gardens Municipal Code to establish Zoning Code text amendments pertaining to Section 18.90.08 (Accessory Dwelling Unit) and other applicable sections of the Zoning Code of the Hawaiian Gardens Municipal (HGMC) (attached as Exhibit "B") to conform the Zoning Code with State Law; and

WHEREAS, City staff has evaluated all information, including the study and analysis of the State's ADU regulations, technical analyses of development standards and development review processes concerning ADUs, building safety and fire standards, proportional impact fees, location limitations, as well as recent ordinances adopted by other similarly situated California cities to assess "best practice" standards that may be relevant and applicable in the City;

WHEREAS, the proposed Ordinance will establish the City of Hawaiian Garden's permanent regulations of ADUs that addresses the conditions given rise to the conditions thereto for the adoption of the Interim Urgency Ordinances;

WHEREAS, there is a current and immediate threat to the public health, safety, or welfare based on the passage of the most recent ADU laws because if the City's ordinance does not comply with Government Code sections 65852.2 and 65852.22 (as amended) as of January 1, 2020 and the City's ordinance regulating ADUs and JADUs becomes null and void, the City would thereafter be limited to applying the few default standards that are provided in Government Code sections 65852.2 and 65852.22 for the approval of ADUs and JADUs; and

WHEREAS, the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety. These threats to public safety, health, and welfare justify adoption of this ordinance as an urgency ordinance to be effective immediately upon adoption by a four-fifths vote of the City Council; and

WHEREAS, to protect the public safety, health, and welfare, the City Council may adopt this ordinance as an urgency measure in accordance with Government Code section 36937, subdivision (b), after consideration and recommendation by the City's Planning Commission.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS DOES ORDAIN AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS. The City Council hereby finds that all of the foregoing recitals and the staff report presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

SECTION 2. MUNICIPAL CODE AMENDMENTS. Existing Section 18.90.080 (Accessory Dwelling Units) is repealed in its entirety and replaced as show on Exhibit A to this Ordinance. Other applicable sections, including Section 18.50.010 (Parking and Loading Requirements), Section 18.100.040 (Administrative Review and Approval), and Section 18.20.030 (Definitions), are revised as shown on Exhibit B to this Ordinance. Section 18.90.090 (Granny Units) and Section 18.90.100 (Guest House) are repealed in their entirety.

SECTION 3. REPEAL OF INTERIM URGENCY ORDINANCE. Ordinance No. 584U shall be repealed upon adoption of this Ordinance.

SECTION 4. CEQA COMPLIANCE. The City Council hereby finds that this ordinance implements the provisions of Government Code Sections 65582.1, 65852.2, and 65852.22 respectively and is therefore exempt from the California Environmental Quality Act pursuant to Public Resource Code Section 21080.17 and California Code of Regulations, Title 14, Chapter 3, Section 152829(h).

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted as prescribed by law. This Ordinance shall take effect immediately upon its adoption and shall go into effect immediately.

APPROVED AND ADOPTED, this November 12, 2019, by the City Council for the City of Hawaiian Gardens, as follows:

Myra Maravilla, Mayor

ATTEST:

Lucie Colombo, CMC, CPMC
City Clerk

EXHIBIT A

“EXHIBIT A”

18.90.080 Accessory Dwelling Units and Junior Accessory Dwelling Units.

A. General

1. **Purpose.** The purpose of this Section is to allow for the creation, through a ministerial process, of Accessory Dwelling Units and Junior Accessory Dwelling Units in accordance with California Government Code sections 65852.2 and 65852.22. Facilitating the development of Accessory Dwelling Units and Junior Accessory Dwelling Units will increase the housing options for family members, seniors, low-wage workers, persons with disabilities, students, and others in the community. This Section prescribes standards to minimize adverse impacts on the public health, safety, and general welfare associated with the establishment of Accessory Dwelling Units and Junior Accessory Dwelling Units.
2. **Applicability.**
 - a. Any construction, establishment, alteration, enlargement, or modification of an Accessory Dwelling Unit and Junior Accessory Dwelling Unit approved under this Section shall comply with the requirements of this Section and of the City’s Building Code.
 - b. An existing residential unit may be designated as an Accessory Dwelling Unit, but not as a Junior Accessory Dwelling Unit, at the time that a new primary dwelling is proposed for construction, provided the existing residential unit conforms to all the standards under this Section. A Junior Accessory Dwelling Unit may be designated as part of the construction of and within a new primary dwelling.
3. **Ministerial Action.** Approval or denial of an Accessory Dwelling Unit or Junior Accessory Dwelling Unit under this Section is a ministerial action not subject to discretionary review. Such action shall be taken within 60 days of the City receiving a complete application for an Accessory Dwelling Unit Permit, as provided on forms established by the Community Development Director and subject to a fee as authorized by City Council resolution.
4. **Deemed Consistent with Density, General Plan, and Zoning.** An Accessory Dwelling Unit or Junior Accessory Dwelling Unit that conforms to the requirements of this Section shall not be considered to exceed the allowable density for the lot upon which it is located and shall be deemed to be a residential use consistent with the City of Hawaiian Gardens General Plan and zoning designation for the lot.

B. Definitions. For purposes of this Section,

1. **“Accessory Dwelling Unit.”** Defined as an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons on the same parcel with either a single-family or multifamily structure.

An Accessory Dwelling Unit also includes an efficiency unit as defined in Section 17958.1 of the Health and Safety Code and a manufactured home as defined in Section 18007 of the Health and Safety Code. Also includes Multiple Accessory Dwelling Units within portions of existing multifamily structures that are not used as livable space, including, but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with building standards for dwellings.

2. **"Efficiency Kitchen."** Defined for purposes of establishing a Junior Accessory Dwelling Unit as a cooking facility with appliances, a food-preparation counter of a size that is at least 1.25 percent of the square footage of the unit, and food-storage cabinets with a total shelf area of at least 3.5 percent of the square footage of the unit.
3. **"Independent living facilities."** Defined as a residential dwelling unit having permanent provisions for living, sleeping, eating, cooking, and sanitation.
4. **"Junior Accessory Dwelling Unit."** Defined as a residential dwelling unit up to 500 square feet in size contained entirely within a single-family dwelling, with an efficiency kitchen, an entrance that is separate from the main entrance of the primary dwelling, and sanitation facilities that are either shared with or separate from those of the primary dwelling.

C. Types of Accessory Dwelling Units. An Accessory Dwelling Unit approved under this Section must be one of the following three types:

1. **Converted.** An Accessory Dwelling Unit that: (a) is entirely contained within the existing space of a legal primary dwelling or accessory structure, including, but not limited to, a studio, pool house, or other similar structure, except that it may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing structure if the expansion is limited to accommodating ingress and egress; and (b) has independent exterior access from the existing primary dwelling. An Accessory Dwelling Unit that does not satisfy both of these elements is either an attached or detached Accessory Dwelling Unit or a Junior Accessory Dwelling Unit.
2. **Attached.** An Accessory Dwelling Unit that is created in whole or in part from newly constructed space that is attached to the proposed or existing primary dwelling.
3. **Detached.** An Accessory Dwelling Unit that is created in whole or in part from newly constructed space that is detached from the proposed or existing primary dwelling and that is located on the same lot.

D. Standards Applicable to All Accessory Dwelling Units. The following standards apply to all Accessory Dwelling Units constructed or moved to a new site and to the remodeling or rebuilding of existing single-family or multifamily structures to create an Accessory Dwelling Unit.

1. **Location and Number.**

- a. An Accessory Dwelling Unit is only allowed on a lot that is both:
 - (i) currently zoned to allow any residential use and (ii) currently contains or will contain a primary dwelling. A lot that has a legal nonconforming single-family detached dwelling or a multifamily dwelling on it but that is not currently zoned to allow any residential uses is not eligible for an Accessory Dwelling Unit under this Section.
- b. No Accessory Dwelling Unit may be created on a lot that already contains a granny housing unit/flat, guest house, or caretaker's house. However, an existing granny housing unit/flat, guest house, or caretaker's house may be converted to an Accessory Dwelling Unit in accordance with this Section.
- c. On a lot with a proposed or existing single-family dwelling that includes a Junior Accessory Dwelling Unit, a separate Accessory Dwelling Unit may also be created if the Accessory Dwelling Unit is detached from the primary dwelling, is 800 square feet or smaller in size, is 16 feet or shorter in height, and has side and rear setbacks of at least 4 feet. No other type or configuration of Accessory Dwelling Unit may be combined with a Junior Accessory Dwelling Unit on a lot with a single-family primary dwelling.
- d. Accessory Dwelling Units are permitted in multifamily zones as follows:
 - i. One converted Accessory Dwelling Unit is permitted in a dwelling, provided that the combined total number of Accessory Dwelling Units and Junior Accessory Dwelling Units does not exceed 25 percent of the total number of multifamily dwellings within that multifamily development.
 - ii. Up to two detached Accessory Dwelling Units may be allowed on a lot where a multifamily structure exists if each of the detached Accessory Dwelling Units is 16 feet or shorter in height and has side and rear setbacks of at least 4 feet.

2. **Parcel Size and Lot Width.** There is no minimum parcel size or lot width for construction of an Accessory Dwelling Unit.

3. **Access.** Every Accessory Dwelling Unit shall have direct exterior access independent of the exterior access of the primary dwelling.

4. **Building Code Requirements.**

- a. Each Accessory Dwelling Unit shall comply with all applicable building code requirements. Where it does not comply, the property owner shall be required to make improvements to comply with building code requirements prior to the issuance of an occupancy permit. The City shall enforce compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.

- b. No Accessory Dwelling Unit is required to provide fire sprinklers unless they are required for the primary dwelling.

5. **Use.**

- a. *Separate Conveyance.* No Accessory Dwelling Unit may be sold separately from the primary dwelling, but they may be rented separately from the primary dwelling.
- b. *No Short-term Rentals.* No Accessory Dwelling Unit may be rented for a term that is shorter than 30 days.
- c. *Business License Required.* The property owner shall obtain a City of Hawaiian Gardens Business License for property rental before renting out any Accessory Dwelling Unit separately from the primary dwelling.

6. **Illegal Uses and Structures.**

- a. The correction of nonconforming zoning conditions is not required in order to establish an Accessory Dwelling Unit on a lot with a primary dwelling. The provisions of this Section do not validate any existing unpermitted Accessory Dwelling Unit. All such unpermitted units shall be made to comply with the applicable requirements of this Section.
- b. All Accessory Dwelling Units that were legally constructed or initiated, but which do not conform to this Section, are deemed legal nonconforming and shall be subject to the provisions of *Section 18.100.130 Nonconforming Uses and Structures* of this Zoning Code.

7. **Permanent Foundation.** Each attached or detached Accessory Dwelling Unit must be permanently attached to a permanent foundation. Each converted Accessory Dwelling Unit must be created from space in a primary dwelling that is permanently attached to a permanent foundation.

E. **Additional Standards Applicable to Converted Accessory Dwelling Units.** The following standards apply only to converted Accessory Dwelling Units, as defined in this Section.

- 1. **Setbacks.** No setback is required for an existing structure that is converted to an Accessory Dwelling Unit or that replaces an existing structure and that has the same dimensions as the existing structure, plus up to 150 square feet if the additional footage is solely to accommodate ingress and egress.
- 2. **Parking.** No additional off-street parking space for the converted Accessory Dwelling Unit is required, including the conversion of existing space in a garage, carport, or covered parking structure to an Accessory Dwelling Unit. If replacement parking is provided, the replacement spaces shall be located in any configuration on the same lot as the Accessory Dwelling Unit, and may include but is not limited to covered spaces, uncovered spaces, or tandem spaces. Replacement parking may only occur on driveways leading to a required parking

space or in rear yard on a paved surface, provided such paved area can be easily accessed via the driveway or an alley. No parking shall be permitted in the front yard other than on the paved driveway.

3. **Approval of a Building Permit Required.** The property owner shall obtain a valid building permit for a converted Accessory Dwelling Unit, subject to all the standard application and processing fees and procedures that apply to building permits generally.

F. Additional Standards Applicable to Attached and Detached Accessory Dwelling Units. The following standards apply only to attached and detached Accessory Dwelling Units.

1. **Permits Required**

- a. *Ministerial Accessory Dwelling Unit Permit.* Prior to constructing any attached or detached Accessory Dwelling Unit, the property owner shall obtain an Accessory Dwelling Unit Permit from the City. The City shall issue the permit ministerially within 60 days receipt of a complete application if the objective standards in this Section have been satisfied. Application and processing fees for the Accessory Dwelling Unit Permit shall be determined by the Community Development Director and approved by the City Council by resolution.

- b. *Building Permit.* An attached or detached Accessory Dwelling Unit shall also require a building permit, subject to all the standard application and processing fees and procedures that apply to building permits generally.

2. **Utilities.** The City shall not require the applicant to install a new or separate utility connection directly between the Accessory Dwelling Unit and the utility unless the utility connection is required by the utility provider. The applicant may voluntarily install a new or separate utility connection. Any utility charges or fees must be consistent with California Government Code section 65852.2.

3. **Size.** Floor area standards are applicable as follows:

- a. A detached Accessory Dwelling Unit may not exceed 850 square feet if it has fewer than two bedrooms or 1,000 square feet if it has two bedrooms. No more than two bedrooms are allowed.

- b. An attached Accessory Dwelling Unit may not exceed 850 square feet if it has fewer than two bedrooms or 1,000 square feet if it has two bedrooms. No more than two bedrooms are allowed. Nor may an attached Accessory Dwelling Unit exceed 50 percent of the floor area of the primary dwelling.

- c. In no event shall any maximum floor area; maximum percentage of primary dwelling floor area; limit on lot coverage, open space, or floor area ratio preclude an attached or detached Accessory Dwelling Unit of at least 800 square feet in size.

4. **Lot coverage.** No attached or detached Accessory Dwelling Unit that is larger than 800 square feet may cause the total lot coverage of the lot to exceed 50 percent. This provision shall not preclude approval of an Accessory Dwelling Unit that is up to 800 square feet in size.
5. **Floor Area Ratio.** No attached or detached Accessory Dwelling Unit that is larger than 800 square feet may cause the total floor area ratio of the lot to exceed 45 percent. This provision shall not preclude approval of an Accessory Dwelling Unit that is up to 800 square feet in size.
6. **Minimum Open Space.** No attached or detached Accessory Dwelling Unit that is larger than 800 square feet may cause the open-space area of the lot to be less than 50 percent. This provision shall not preclude approval of an Accessory Dwelling Unit that is up to 800 square feet in size.
7. **Setbacks.** No attached or detached Accessory Dwelling Unit or portion thereof shall be located in the following setback areas:
 - a. Front: 20 feet
 - b. Rear and Side: Four feet
8. **Location:** Every part of a detached Accessory Dwelling Unit shall be located behind the primary dwelling.
9. **Height.** No attached or detached Accessory Dwelling Unit shall exceed two stories or 30 feet in height or the existing height of the legal primary dwelling on the lot, whichever is less. However, in no event shall this provision preclude an Accessory Dwelling Unit that has a height of up to 16 feet.
10. **Separation.** Detached Accessory Dwelling Units shall be located at least eight feet from the primary dwelling or an accessory structure other than a fence or a wall. However, in no event shall this provision preclude an Accessory Dwelling Unit that is up to 800 square feet in size.
11. **No Subdivision.** A lot with an Accessory Dwelling Unit may not be subdivided if the Accessory Dwelling Unit would be on the lot separate from the primary dwelling unless the proposed subdivision meets all City requirements and the Accessory Dwelling Unit complies or is made to comply with all requirements for residential development within the underlying zone.
12. **Parking**
 - a. In addition to the parking spaces required for the primary dwelling, one off-street parking space shall be provided for each attached or detached Accessory Dwelling Unit, which may be provided in setback areas or as tandem parking in an existing driveway. No parking shall be permitted in the front yard other than on the paved driveway.

- b. Notwithstanding the requirement of subsection (a) above, parking for the Accessory Dwelling Unit shall not be required when the Accessory Dwelling Unit is:
 - i. Within one-half mile walking distance from public transit. Public transit means location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
 - ii. Within an architecturally and historically significant historic district as adopted by the City.
 - iii. In an area where on-street parking permits are required but not offered to the occupant of the Accessory Dwelling Unit.
 - iv. Located within one block of a fixed car-share area.

13. Design Guidelines

- a. The attached or detached Accessory Dwelling Unit shall be designed and constructed to match the primary dwelling unit in architectural style, exterior materials and colors, and roof pitch.
- b. If the attached or detached Accessory Dwelling Unit is a manufactured home, the manufactured home shall be erected and permanently anchored on a permanent foundation and shall be made to match the primary dwelling in accordance with paragraph F.13.a of this Section.
- c. A recreational vehicle, a commercial coach, park trailer, motor home, truck camper, camping trailer, trailer, or boat shall not be used as an Accessory Dwelling Unit.

G. Standards Applicable to Junior Accessory Dwelling Units. The following standards apply only to Junior Accessory Dwelling Units.

1. Location and Number.

- a. A Junior Accessory Dwelling Unit is only allowed on a lot that is both: (i) currently zoned to allow any residential use and (ii) currently contains or will contain a primary dwelling. A lot that has a legal nonconforming single-family detached dwelling on it but that is not currently zoned to allow any residential uses is not eligible for establishment of a Junior Accessory Dwelling Unit under this Section.
- b. Junior Accessory Dwelling units are permitted in multifamily zones provided that the combined total number of Accessory Dwelling Units and Junior Accessory Dwelling Units does not exceed 25 percent of the total number of multifamily dwellings within that multifamily development.

2. **Parcel Size and Lot Width.** There is no minimum parcel size or lot width for establishment of a Junior Accessory Dwelling Unit.
3. **Access.** A Junior Accessory Dwelling Unit shall have direct exterior access independent of the main exterior access of the primary dwelling.
4. **Building Code Requirements.**
 - a. A Junior Accessory Dwelling Unit shall comply with all applicable building code requirements. Where it does not comply, the property owner shall be required to make improvements to comply with building code requirements prior to the issuance of an occupancy permit. The City shall enforce compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
 - b. No Junior Accessory Dwelling Unit is required to provide fire sprinklers unless they are required for the primary dwelling.
5. **Use.**
 - a. *Separate Conveyance.* No Junior Accessory Dwelling Unit may be sold separately from the primary dwelling, but they may be rented separately from the primary dwelling.
 - b. *No Short-term Rentals.* No Junior Accessory Dwelling Unit may be rented for a term that is shorter than 30 days.
 - c. *Business License Required.* The property owner shall obtain a City of Hawaiian Gardens Business License for property rental before renting out a Junior Accessory Dwelling Unit separately from the primary dwelling.
6. **Illegal Uses and Structures.**
 - a. The correction of nonconforming zoning conditions is not required in order to establish a Junior Accessory Dwelling Unit on a lot with a primary dwelling. The provisions of this Section do not validate any existing unpermitted Junior Accessory Dwelling Unit. All such unpermitted units shall be made to comply with the applicable requirements of this Section.
 - b. All Junior Accessory Dwelling Units that were legally constructed or initiated, but which do not conform to this Section, are deemed legal nonconforming and shall be subject to the provisions of *Section 18.100.130 Nonconforming Uses and Structures* of this Zoning Code.
7. **Permanent Foundation.** A Junior Accessory Dwelling Unit must be created from space within a primary dwelling that is permanently attached to a permanent foundation.
8. **Permits Required**

- a. *Ministerial Junior Accessory Dwelling Unit Permit.* Prior to establishing a Junior Accessory Dwelling Unit, the property owner shall obtain a Junior Accessory Dwelling Unit Permit from the City. The City shall issue the permit ministerially within 60 days receipt of a complete application if the objective standards in this Section have been satisfied. Application and processing fees for the Junior Accessory Dwelling Unit Permit shall be determined by the Community Development Director and approved by the City Council by resolution.
 - b. *Building Permit.* A Junior Accessory Dwelling Unit shall also require a building permit, subject to all the standard application and processing fees and procedures that apply to building permits generally.
9. **Utilities.** The City shall not require the applicant to install a new or separate utility connection directly between Junior Accessory Dwelling Unit and the utility unless the utility connection is required by the utility provider. The applicant may voluntarily install a new or separate utility connection. Any utility charges or fees must be consistent with California Government Code section 65852.2.
 10. **Size.** A Junior Accessory Dwelling Unit shall not expand the size of an existing single-family dwelling by more than 150 square feet, and such expansion shall be limited to the area necessary to accommodate ingress and egress.
 11. **Lot coverage.** A Junior Accessory Dwelling Unit including any additional square footage as described in Section G.10 may not cause the total lot coverage of the lot to exceed 50 percent.
 12. **Floor Area Ratio.** A Junior Accessory Dwelling Unit including any additional square footage as described in Section G.10 may not cause the total floor area ratio of the lot to exceed 45 percent.
 13. **Minimum Open Space.** A Junior Accessory Dwelling Unit including any additional square footage may not cause the open-space area of the lot to be less than 50 percent.
 14. **Setbacks.** A Junior Accessory Dwelling Unit or portion thereof, including an additional square footage as described in Section G.10, shall not be located in the following setback areas:
 - a. Front: 20 feet
 - b. Rear and Side: Four feet
 15. **Parking.** No additional parking is required for a Junior Accessory Dwelling Unit.
 16. **Design Guidelines.** The establishment of a Junior Accessory Dwelling Unit within a primary dwelling unit, including the construction of the direct exterior access, shall match architectural style, exterior materials and colors, and roof pitch of the existing or proposed primary dwelling unit.

EXHIBIT B

“EXHIBIT B”

18.50.010 Parking and Loading Requirements.

B. Parking and Loading Spaces.

1. *Number of Parking Spaces.* Required off-street parking spaces for specific uses are listed below and in *Section 18.70.010 Non-Residential Parking and Loading Requirements.* The requirement for a use not specifically mentioned shall be the same as for a specified use which has the most similar traffic and/or parking generation characteristics, as determined by the Community Development Director.

RESIDENTIAL OFF-STREET PARKING REQUIREMENTS	
Use	Required Parking
A. Residential Uses.	
1. Single-family residences and two dwelling unit multi-family residential	2 spaces in an enclosed garage; 5 or more bedrooms shall require the provision of a third parking space in an enclosed garage. For lots 25 feet in width or less 1 space in an enclosed garage is required.
2. Townhomes/condominiums	2 spaces in an enclosed garage plus 0.75 guest space per unit.
3. Multi-family residential Single room occupancy 1-bedroom unit 2-bedroom unit 3-bedroom unit Larger than 3-bedroom units	1.0 space/dwelling unit plus 0.5 guest space/unit. 2.0 spaces/dwelling unit plus 0.75 guest space/unit. 2.0 spaces/dwelling unit plus 0.75 guest space/unit. 2.0 spaces/dwelling unit plus 0.75 guest space/unit. 2.0 spaces/dwelling unit plus 1.0 space for each additional bedroom over 3 bedrooms plus 0.75 guest space/unit. All spaces, except guest spaces shall be in an enclosed garage.
4. Senior housing	0.6 space/dwelling unit plus 0.5 guest space/unit.
5. Mobile home park	2 spaces/mobile home plus 1 guest space/4 mobile homes.
6. Convalescent/congregate care facility	0.5 space/room plus 1 space/employee.
7. Rooming houses, lodging houses, clubs and fraternity houses with sleeping rooms	1 space/room.
8. Accessory dwelling unit (ADU) Attached and Detached ADU Converted ADU Junior ADU	1 space/unit, except for exceptions in Section 18.90.080(F)(12)(c). No parking required. No parking required.
8. Granny flat	1 space/granny flat, in addition to parking spaces required for

	the principal residence.
9. Guest house	1 covered space/guest house in addition to parking spaces required for the principal residence.
9. Accessory dwelling unit, subject to Section 18.90.100	1 space per bedroom or efficiency unit, whichever is greater, with a minimum of 1 space in an enclosed garage.

18.100.040 Administrative Review and Approval.

A. Purpose. To ensure that all provisions of this Zoning Code are followed, the Community Development Director shall issue an Administrative Approval for all new construction, replacement, alteration, renovation, and demolition projects in accordance with the regulations below.

1. If no specific permits are needed under this Zoning Code, the Administrative Approval shall be required prior to:
 - a. Issuance of a building permit;
 - b. Use of a property;
 - c. Change in the use of an improved or unimproved property;
 - d. Change in the occupancy of a property;
 - e. Issuance of a license or permit concerning use of a property.
2. Administrative Approvals are required for demolitions, renovations and alterations that do not result in a change or introduction of a new land use, as well as for some projects that may not lead to an increase in the floor area of the existing structure. These include, but are not limited to:
 - a. On-site walls and fences;
 - b. Demolition of a structure;
 - c. Sculptures, fountains and other similar improvements;
 - d. Normal repairs and maintenance of an existing building or structure; and
 - e. Interior alterations that do not affect the external dimensions of an existing building or structure, unless the alterations are made to change the use or type of occupancy within part or all of the altered building or structure.
 - f. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit under Section 18.90.080.

B. Processing. Permit processing and approval of an Administrative Approval shall follow the procedures shown in Figure A.

C. Required Findings. An Administrative Approval may be granted only if all of the following findings can be made regarding the proposal and are supported by the record:

1. That the granting of the proposed Administrative Approval will not:
 - a. Be detrimental to the public health, safety, and general welfare;
 - b. Adversely affect the established character of the surrounding vicinity and planned uses; nor

- c. Be injurious to the uses, property, or improvements adjacent to, and in the vicinity of, the site upon which the proposed use is to be located.
 2. That the granting of the proposed Administrative Approval is consistent and compatible with the intent of the goals, objectives and policies of the City of Hawaiian Gardens General Plan.
 3. That all conditions necessary to mitigate the impacts of the proposed use are conditions that are measurable and can be monitored and enforced.
 4. That all requirements for a specific use have been addressed by the applicant.
- D. Burden of Proof.** The applicant has the burden of proving that the proposed use meets all of the criteria set forth in *Subsection C Required Findings* for Administrative Approvals above.
- E. Approval.** The Community Development Director may grant an Administrative Approval, approve with additional requirements, or require modification of the proposal to comply with specified requirements or local conditions.
- F. Denial.** The Community Development Director may deny an application for an Administrative Approval if any of the Required Findings are not supported by evidence in the record as determined by the Community Development Director.

18.20.030 Definitions

“Accessory Dwelling Unit.” Please see reference in Section 18.90.080 (B) (1) of this Title.

~~**Granny Flat or Granny Unit.** A secondary dwelling unit that is attached or detached to the primary residence on a residential lot, designed for the sole occupancy of one or two adults aged 62 or over. The floor area of an attached granny flat does not exceed 30% of the existing living area of the primary residence and the floor area of the detached granny flat does not exceed 1,200 square feet.~~

“Junior Accessory Dwelling Unit.” Please see reference in Section 18.90.080 (B) (4) of this Title.

~~18.90.090 Granny Units.~~

~~The purpose of this Section is to provide special standards for the addition of a dwelling unit intended solely for the occupancy of one or two persons aged 62 years or over, in conjunction with a single family residence and pursuant to the State’s Planning and Zoning Law.~~

~~**A. Minor Use Permit Required.** A minor use permit may be granted for the creation of a granny unit or granny flat if the granny flat or granny unit complies with all of the requirements of this Section.~~

~~**B. Design and Development Standards.**~~

- ~~1. The granny unit shall either be attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.~~
- ~~2. Any increase in the floor area of an attached granny unit shall not exceed 30% of the living area of the existing dwelling.~~

3. ~~The total area of the floor space for a detached granny unit shall not exceed 1,200 square feet.~~
4. ~~A covenant shall be recorded with the Los Angeles County Recorder on the property, subject to approval of the Community Development Director, to restrict the property with the requirements of this Section, prior to issuance of a building permit for the granny unit.~~
5. ~~If the property containing a granny unit is sold and the granny unit's primary occupant is not over 62 years of age, then the detached granny unit shall be converted to an accessory structure or a guest house and its kitchen and bathroom facilities shall be removed. This conversion will require the processing and approval of a development permit from the Community Development Director, as well as the necessary building permits and associated fees.~~
6. ~~Any construction necessary to allow a granny unit shall conform to all property development regulations in the zone in which the project is located, including those related to accessory structures and uses. The exterior design shall be in harmony with the immediate neighborhood. Building materials, architectural design, colors, and exterior finishes shall be substantially the same as those on the principal dwelling. Granny units shall be designed so as not to adversely affect the single-family character of the surrounding neighborhood. (Ord. 537 § 1, 2011; Ord. 505 § 2, 2006)~~

18.90.100 Guest House.

This Section provides standards for the development of guest houses intended solely for the occupancy of short-term guests of the residents of the primary single-family dwelling unit.

A. Minor Use Permit Required. A minor use permit may be granted for the creation of a guest house in compliance with the standards in this Section.

B. Design and Development Standards:

1. ~~The maximum size of a guest house shall be 400 square feet and shall be either attached to the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.~~
2. ~~A guest house shall contain only sleeping and sanitary facilities. No kitchen or food preparation area or appliances shall be provided.~~
3. ~~One additional parking space shall be required for the guest house, which may be uncovered and located within the rear yard setback.~~
4. ~~Guest houses shall conform to all property development regulations in the zone in which they are located, including those related to accessory structures and uses.~~
5. ~~Building materials, architectural design, colors, and exterior finishes of the guest house shall be substantially the same as those on the principal dwelling. Guest houses shall be designed so as not to adversely affect the single-family character of the surrounding neighborhood. (Ord. 537 § 1, 2011)~~

CITY OF HAWAIIAN GARDENS
ACCESSORY DWELLING UNIT TECHNICAL REPORT

September 2019

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September 2019

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INTRODUCTION

This report provides a technical and regulatory overview of the City of Hawaiian Garden’s accessory dwelling unit (ADU) regulations and examines the physical conditions that may influence how the City responds to a series of State law that promote the development of ADUs. This report evaluates existing characteristics of the City’s population, housing units, lot sizes, transportation services, parking, and infrastructure systems, as well as the potential capacity for allowing additional ADUs.

California is in the midst of a housing crisis. Housing production has not kept pace with housing demand and as a result, housing costs have skyrocketed, and homelessness has become a pervasive challenge in every community. As affordability becomes more problematic, persons and families are doubling up within a house to share space and housing costs, which can reduce the quality of life and lead to overcrowding. In response, the State has enacted new laws that requires cities to provide flexible zoning standards to accommodate ADUs as an approach to supplement affordable housing capacity.

What is an Accessory Dwelling Unit (ADU)?

An ADU, as defined by State law, is a secondary dwelling unit with complete independent living facilities, that is, provisions at least for one or more persons for living, sleeping, eating, cooking, and sanitation, and a kitchen and bathroom. Accessory dwelling units can be provided as follows:

- **Detached:** The unit is separated from the primary structure.
- **Attached:** The unit is attached to the primary structure.
- **Repurposed Existing Space:** Space (e.g., master bedroom) within the primary residence is converted into an independent living unit.
- **Junior Accessory Dwelling Units (JADU):** Similar to repurposed space, but it is not required to have a bathroom, although cooking facilities must be provided within the JADU.

Figure 1: Accessory Dwelling Unit Types

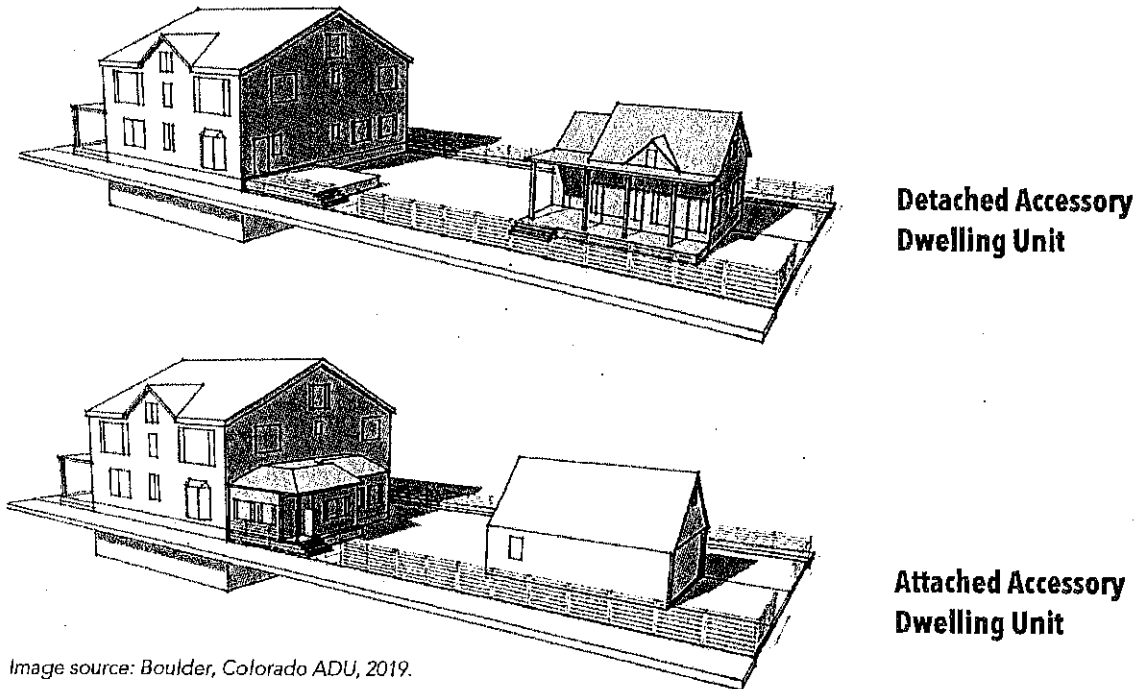


Image source: Boulder, Colorado ADU, 2019.

REGULATORY CONTEXT

California Accessory Dwelling Unit Law

All municipalities must comply with the State Accessory Dwelling Unit law chaptered under Government Code Section 65852.2. State legislators have successfully amended ADU laws for the primary purpose of supplementing the production of affordable housing in the State by limiting local land use controls restricting ADU construction. Since 2017, a series of laws (SB 1069, AB 2299, and AB 2406) amended Government Code Section 65852.2 and made obsolete almost all the State's local ADU ordinances and regulations. Unless a municipality passes a new or amended ADU ordinance, Government Code Section 65852.2 applies to all processing of all new ADU applications.

Effective January 1, 2018, the State legislature further updated the ADU law to clarify and improve various provisions to promote the development of ADUs. These include allowing ADUs to be built concurrently with a single-family home, opening areas where ADUs can be built to include all zoning districts that allow single-family uses, modifying fees from utilities such as special districts and water corporations, and reducing parking requirements.

As of January 1, 2019, homeowners who created ADUs without the required building permits may have the opportunity to bring their ADUs into compliance. For ADUs that were constructed without building permits, local building officials now have the option to inspect an ADU and apply the building standards that were in effect at the time the unit was constructed. This bill, SB 1226 (Bates), adds Section 17958.12 to the California Health and Safety Code, and with application of appropriate building codes, may allow issuance of a building permit for the ADU. ———

See Appendix A (2011 Accessory Dwelling Units and Related Zoning Regulations). These regulations were adopted in July 2011 and address Accessory Dwelling Units (Section 18.90.080), Granny Units (Section 18.90.090), and Guest House (Section 18.90.100).

Hawaiian Gardens Interim Urgency Ordinance

Pursuant to the requirements of Government Code Section 65858, the City has adopted Interim Zoning Ordinance in effect until April 10, 2020 that places a moratorium on the permitting and construction of certain ADUs and establishes interim regulations for ADUs under Ordinance No. 548U.¹ The Ordinance and Government Code Section 65852.2 supersede the Zoning Code's ADU-specific regulations in Section 18.90.080 (Accessory Dwelling Units).

General Plan Land Use Element

The General Plan Land Use Element, adopted in 2010, identifies ADUs as allowed uses in the following residential land use designations:

- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- Intermediate Density Residential
- High Density Residential

Section 8 of the General Plan, Glossary, does not include a definition of accessory dwelling unit.

Residential Zones

The City's Zoning Code regulates the uses and development standards for all residential uses and structures, including ADUs. The City has five residential zones that allow different residential unit types and at different densities; see Figure 2 and Table 1.

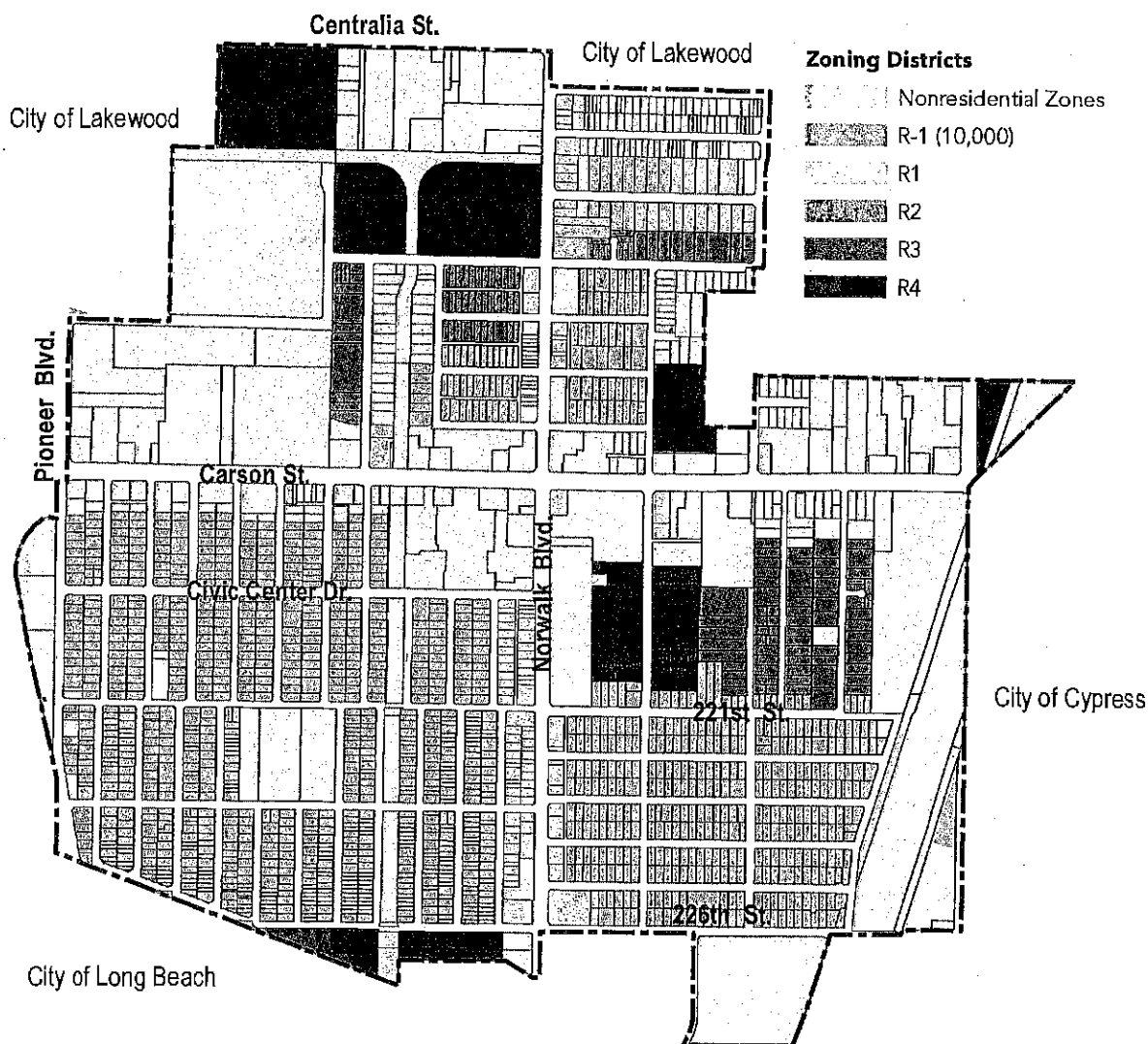
- Of all the 510.9 acres in the City, 50.4% (257.7 acres) are designated residential zones.
- Of all the residential zones, nearly 60% (1,344) are in the R2 zone, allowing a minimum lot of size 3,750 square feet (equivalent to 11.7 dwelling units per acre).

Table 1: Residential Zones

Residential Zones	Min. Lot Size (sq. ft.)	Acres	Percent of Total Acres	Number of Parcels
R-1 (10,000)	10,000	20.4	8%	27
R-1	6,000	8.5	3%	139
R-2	3,750	152.5	59%	1,344
R-3	7,500	29.9	12%	140
R-4	7,500	46.4	18%	31
Total	N/A	257.7	100%	1,681

Source: Hawaiian Gardens Zoning Code and GIS database

Figure 2: Residential Zones



EXISTING CONDITIONS (2019)

Location

With a geographic area of less than one square mile (611 acres), Hawaiian Gardens is the smallest city in Los Angeles County. Geographically, the City is bordered by I-605 to the west, Coyote Creek and Orange County's City of Cypress to the east, City of Long Beach to the south, and City of Lakewood to the north. The City is roughly divided into quadrants centered on the intersection of Norwalk Boulevard and Carson Street.

Land Use and Parking Challenges

The General Plan was adopted in 2010, prior to the recent changes to the State's ADU regulations. A section of the Land Use Element, "Land Use Issues" identifies issues that may affect ADUs:

- The southwest and southeast quadrants characteristically contain many narrow, 25-foot-wide single-family residential lots that are uncommon in the remainder of the City. The Land Use Element calls for development of these small lots in a manner that protects the existing character of the neighborhood and ensures quality development with associated open space amenities.
- The southwestern section is described as having a high concentration of substandard housing, blighted conditions, and code violations, and is characterized by a subdivision pattern that makes parcel assembly difficult.
- A variety of code enforcement issues contribute to the visual degradation of the residential neighborhoods, with cars parked on front lawn areas specifically cited.
- Prevalence of illegal garage conversions are symptomatic of other issues, including overcrowding and parking spilling over on to the streets.
- On-street parking spillover causing the lack of available surface street parking, in turn making the residential circulation network increasingly narrow.

Demographics and Housing

Table 2 provides an overview of key demographic data of Hawaiian Gardens. When compared to Los Angeles County, the City is younger, predominantly Hispanic and Latino, but multicultural. Its population tend to be renters, have lower incomes, and larger households when compared to the County. Hawaiian Gardens' housing stock also has a very high overcrowding rate. The U.S. Census defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens). Units with more than 1.5 persons per room are considered severely overcrowded. Overcrowding increases health and safety concerns and stresses the condition of the housing stock and infrastructure. Lastly, the vacancy rate is lower in the City when compared to the County.

Table 2: Key Demographics

Category	Hawaiian Gardens	LA County
Median Age	30.9	36.0
Median Household Income	\$38,553	\$61,015
Average Household Size	4.1	3.0
Overcrowding rate (occupants/room)	20.3% 11.7% 1.01-1.5 8.6% 1.51+	11.7% 6.9% 1.01-1.5 4.8% 1.51+
Housing Tenure	58.6% renter 41.4% owner	47.6% renter 52.4% owner
Vacancy Rate	2.8%	6.1%
Occupancy Rate	97.2%	93.9%

Source: California Department of Finance, 2019 and U.S. Census, 2017 and 2018.

Population Growth

Hawaiian Gardens has a 2019 population of 14,690 persons. Figure 3 identifies a 3% (436 persons) population growth rate over the last decade. Based on the moving average of growth, it can be concluded that the City's growth has slowed in recent years, with a minor decline in absolute population numbers.

Table 3 identifies projected population growth by the Southern California Association of Governments (SCAG) for 2040, identifying a projected growth between 2019 and 2040.

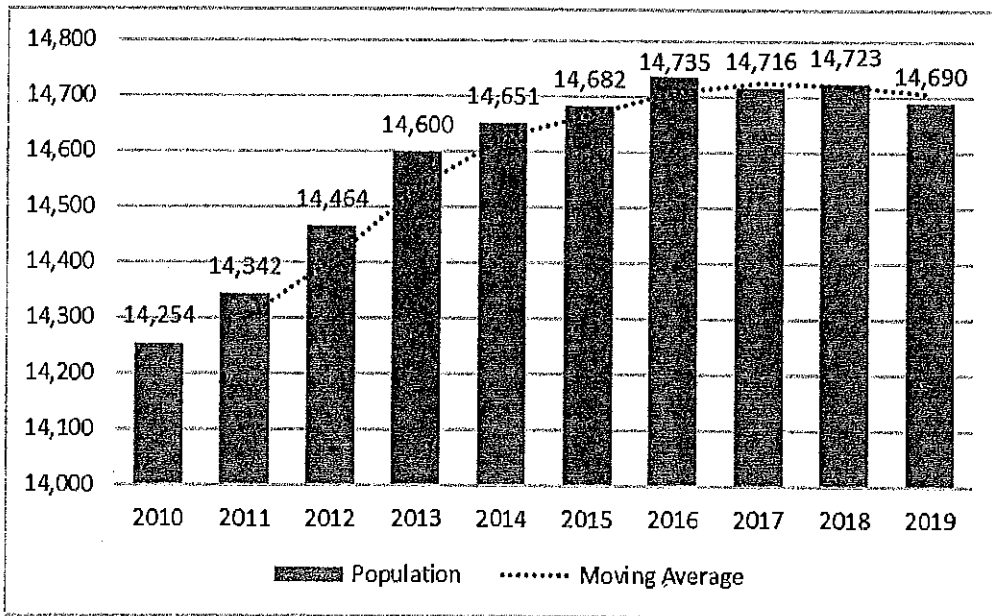
Table 3: Population Growth

Year	SCAG 2040 Forecast	Change	Percent Growth
2012 ^A	14,300	--	--
2019 ^B	14,690	39	2.7%
2040 ^A	15,900	1,210	8.2%

Source: California Department of Finance (DOF), 2019 and Southern California Association of Governments (SCAG) 2016-2040 Regional Transportation Plan/ Sustainable Communities Strategy

Note: A) SCAG number; B) DOF Number

Figure 3: Population Growth (2010 to 2019)



Source: California Department of Finance, Demographic Research Unit, 2010 to 2019.

Population Density

The population density in the City is 15,438 persons per square mile, which is above average for the County, but comparable to the cities of Bell and Bell Gardens and less dense than Maywood and Cudahy; see Table 4.²

Figure 4 identifies the population density by U.S. Census block group. The map illustrates that 45% of these block groups have a population density that is more than 20,000 persons per square mile.

- As shown in Figure 4, the southern section of the City, south of Carson Street to the Long Beach border, accommodates 10,370 residents or 73% of the City's total population.

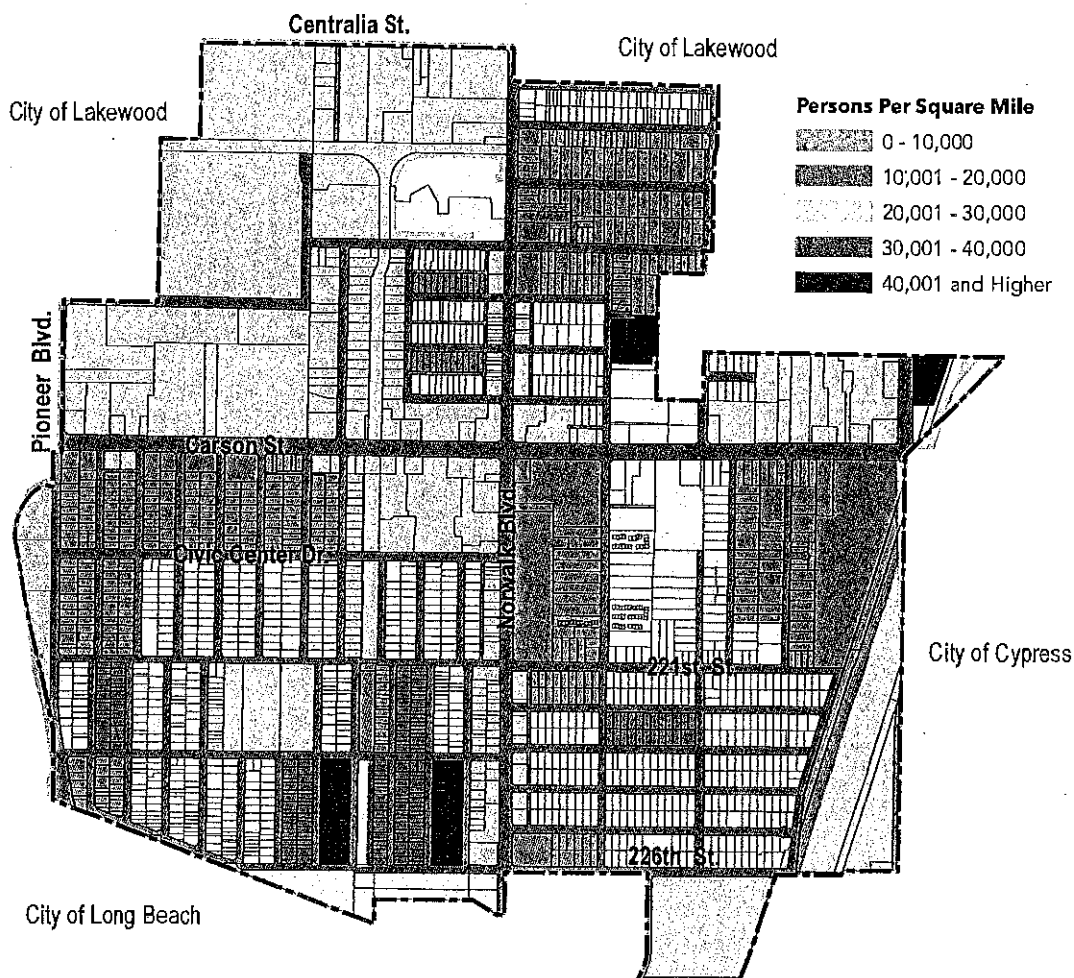
- Several blocks south of 223rd Street, between Funston and Ibox Avenues, are the densest areas of the City (exclusive of multi-unit dwellings), with a density of over 40,000 persons per square mile.

Table 4: Population Density

Category	Population Density (persons per square mile)
Hawaiian Gardens	15,438
Bell	14,350
Bell Gardens	17,500
Cudahy	20,630
Maywood	23,955

Source: Population Density, Los Angeles Times, "Mapping LA, Rankings, Population, 2019."

Figure 4: Population Density



Housing Type Characteristics

Single unit detached/ attached dwellings, multi-unit dwellings, duplexes, and mobile home parks represent the range of housing types in the City; see Figure 5. Table 5 compares the City's housing type to the State and County.

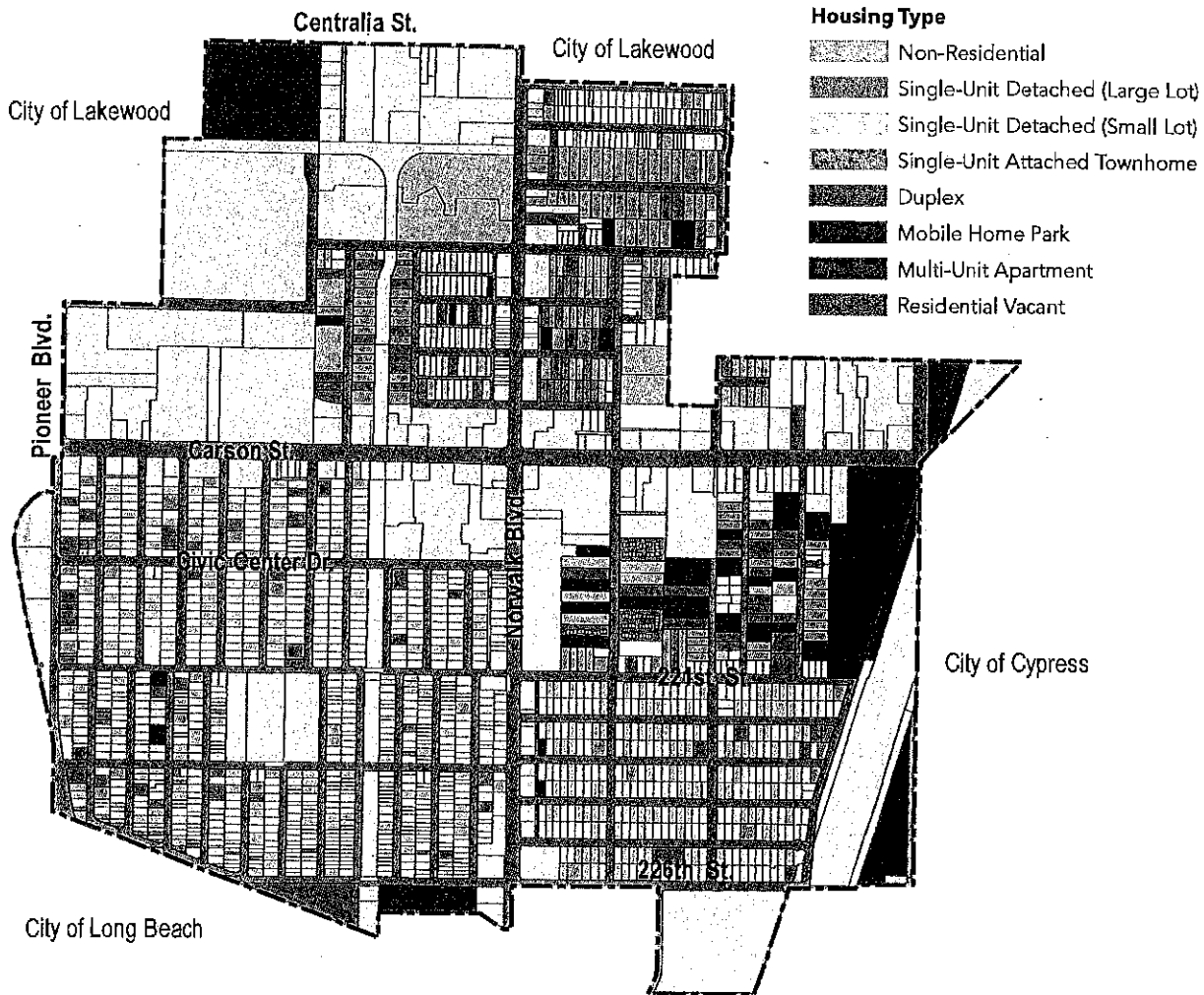
- Just under half of all housing units are detached single-unit dwellings (47%), a proportion that increases to 61% when including attached single-unit dwellings (e.g., townhomes).⁴
- The City has a significantly higher percentage of single unit attached dwellings compared to Los Angeles County and the State.

Table 5: Housing Unit Type (2019)

Housing Type	Hawaiian Gardens		Los Angeles County	California
	Units	%	%	%
Single-Unit (Detached)	1,743	46.9	48.7	57.6
Single-Unit (Attached)	527	14.2	6.6	7.0
2 to 4 Units	364	9.8	8.1	8.0
5 + Units	834	22.4	35.0	23.4
Mobile Homes	251	6.7	1.6%	4.0
Total	3,721	100.0	100.0	100.0

Source: California Department of Finance, Demographic Research Unit, 2019.

Figure 5: Housing Unit Type



Residential Density

Residential density is defined by the number of units on a lot divided by the area (acreage) of the lot. Density limits are typically defined in the Land Use Element, Table 6 lists the residential densities allowed by the Land Use Element by residential designations.

Figure 6 identifies the existing densities of residential properties in the City.

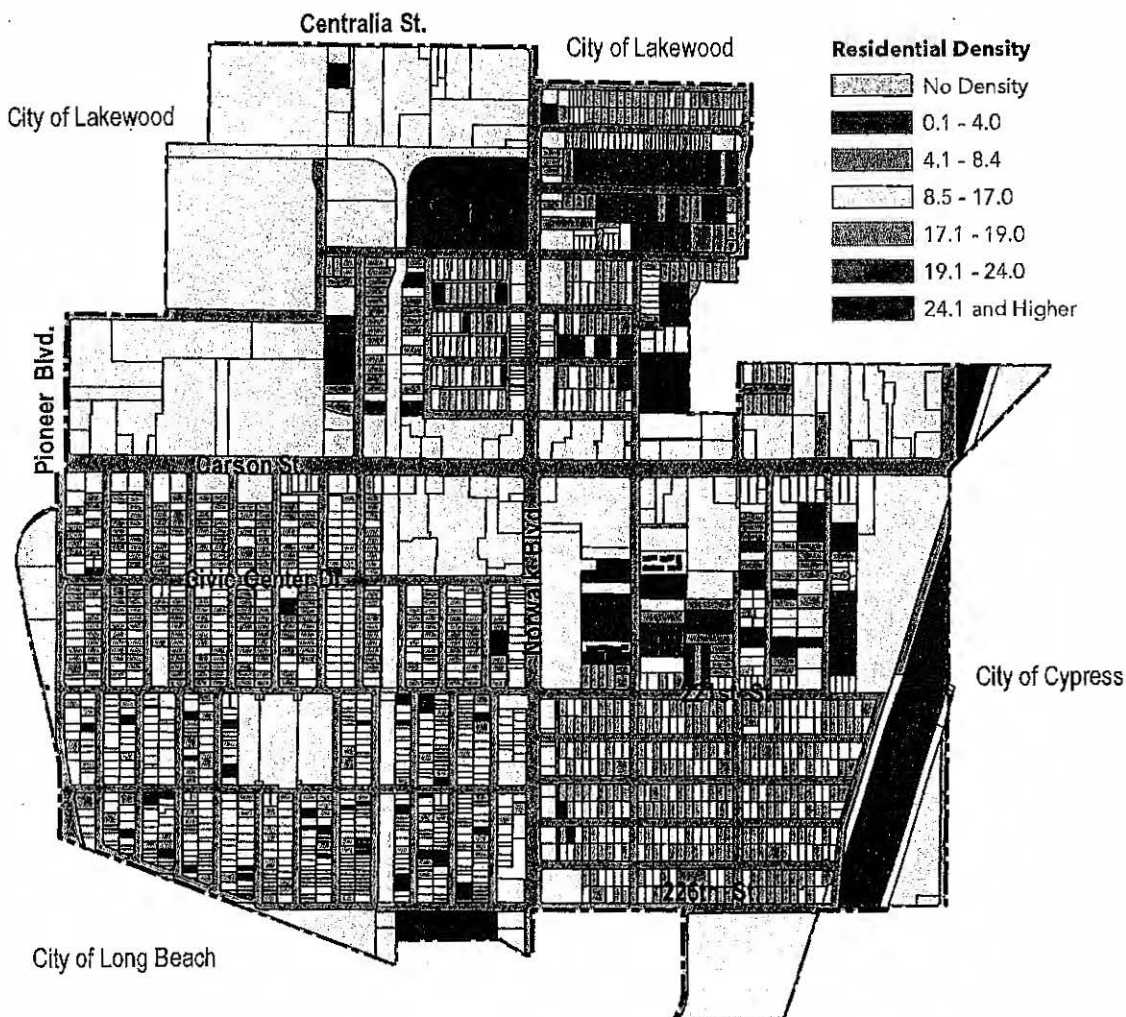
- Multi-unit apartment and townhomes developments typically have a higher density than single-unit developments.
- Lots in the southwest quadrant, south of 221st Street and west of Norwalk Boulevard, have a higher density, ranging from 8.5 to over 24 dwelling units per acre when compared to the other Low Density residential neighborhoods.

Table 6: Land Use Element Residential Density

Residential Designation	Residential Density	Units per Acre
Low Density	Single-unit dwellings	8.5
Medium Density	Single-unit dwellings, duplexes, and triplexes with parking	17.0
Intermediate Density	Townhomes	19.0
High Density	apartments, and condominiums	24.0

Source: Hawaiian Gardens Zoning Code.

Figure 6: Housing Density



Parcel Characteristics

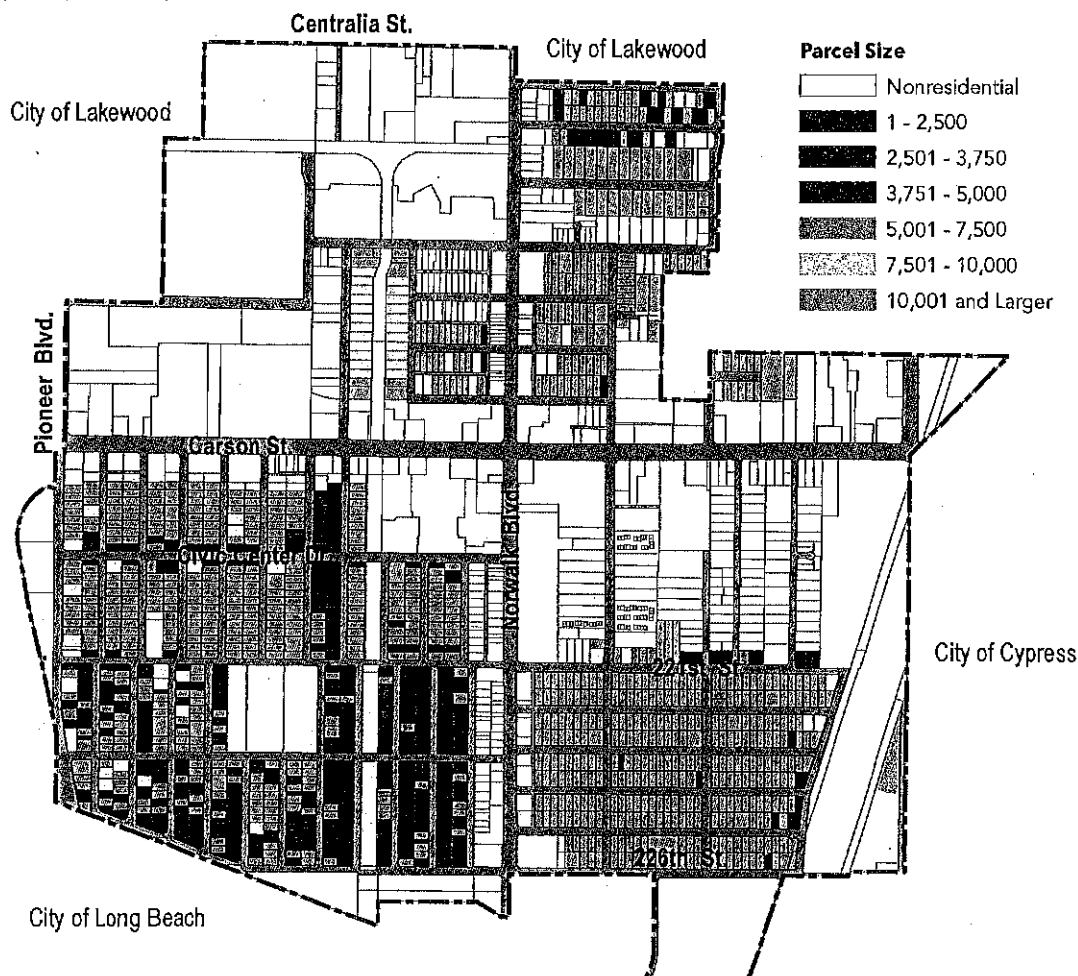
Parcel Size

Using Los Angeles County Assessor parcel data, parcel characteristics of single-family R-1, R-1-10000, R-2, R-3 and R-4 zones were analyzed to understand the suitability of these areas to accommodate future ADUs. Figure 7 identifies the parcel sizes in the largest single-family residential zones (R-1, R-1-10000, and R-2).

Out of 2,617 residentially zoned parcels in the City:

- Approximately 64% (1,678) are zoned for single-family dwellings. About 68% (1,142) of single-family zones contain single-family dwellings.
- Approximately 47.5% (1,245) contain existing single-family dwellings. About 96% (49) of these parcels that contain single-family dwellings are located within single-family residential zones.
- The median parcel size is 5,292 square feet and average size is 6,681 square feet.
- Approximately 13.6% (229) parcels meet or exceed the 7,500 square feet minimum currently required for an ADU.
- Approximately 17.7% (297) parcels are less than 3,500 square feet in size, the smallest minimum lot size currently required to construct a single-family residence in any of the zones, which can be found in the R-2 zone.

Figure 7: Parcel Size

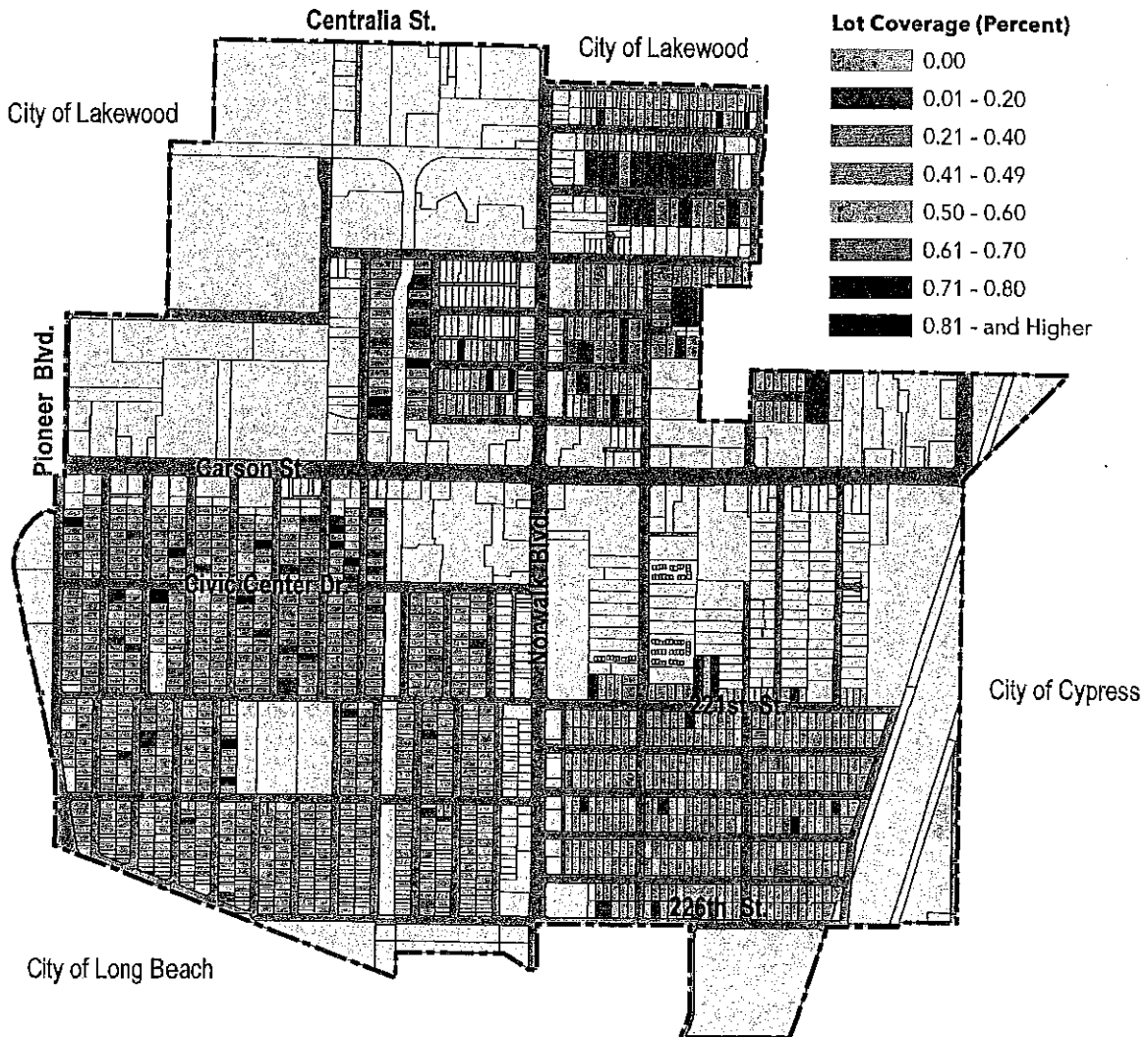


Lot Coverage

Lot coverage is the ratio of the area of all structures (building footprints) on a lot compared to the area of the parcel (or lot). The lot coverage, in the form of a percentage, is used to identify the building intensity on a lot. The R-1, R-1-10000, and R-2 zones have a maximum 50% lot coverage requirement, meaning that new or expanded building footprint area cannot exceed 50% of the lot area. If an applicant wanted to add an ADU unit to his or her property, it cannot exceed that percentage. Figure 8 identifies the range of lot coverages.

- The majority of R-1, R-1-10000, and R-2 properties (86%) fall below the 50% lot coverage threshold.
- Most properties that exceed the 50% lot coverage are located south of 223rd Street, between Funston and Ibex Avenues.

Figure 8: Parcel Coverage



Transportation and Parking

Transit Access

State ADU law restricts the ability of cities to require parking for the ADU if the ADU is within one-half mile distance from a public transit stop or station.

- The City is serviced by Long Beach Transit, Los County Metro, and Orange County Transit Authority transit bus services. Bus stops are primarily located along Carson Street and Norwalk Boulevard. Several bus routes traverse along a portion of Civic Center Drive and Juan Avenue.

- Nearly all of the stops in the City provide high-frequency service, meaning a bus will service a bus stop at least every 15 minutes or less.
- As shown in Figure 9, all of the City within a one-half-mile walking distance to a bus stop.

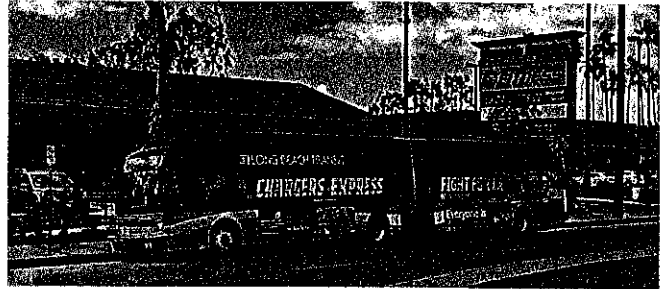
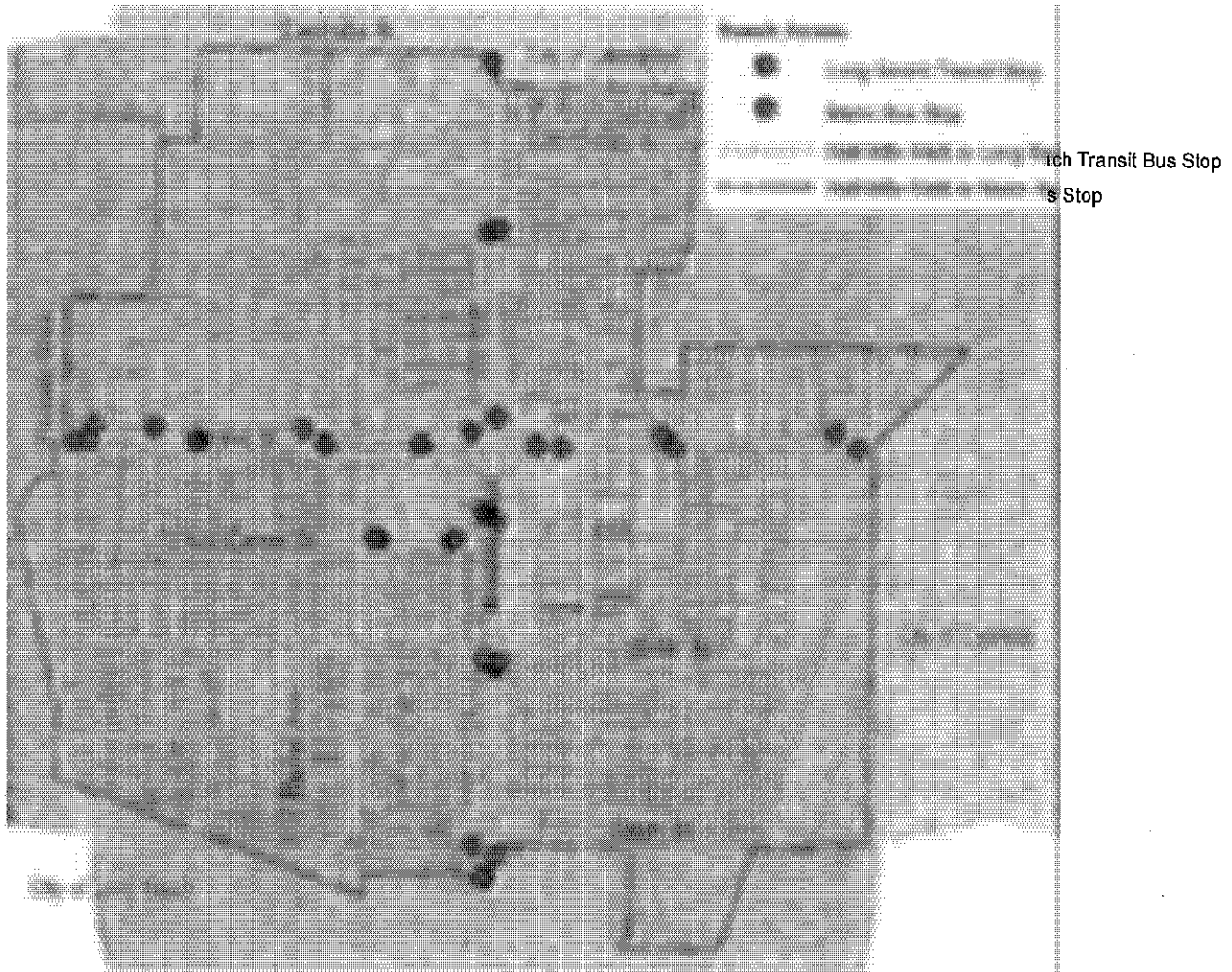


Figure 9: Transit Access



Street Widths

Roadway functional classifications are identified in the Circulation Element. The classifications distinguish four types of roadways with each roadway assigned a particular right-of-way width. Most of the streets in Hawaiian Garden’s residential neighborhoods are local streets with a right-of-way width of approximately 50 feet to accommodate sidewalks and parkways. Using aerial photographs, a survey was completed in 2019 to identify existing street widths, from curb to curb, excluding sidewalks and parkways. Figure 10 and Table 7 identify the streets widths for all street and alleys.

- Over 50% of the streets are less than 40 feet wide curb-to-curb and over 10 miles of streets have a width between 30 and 40 feet.

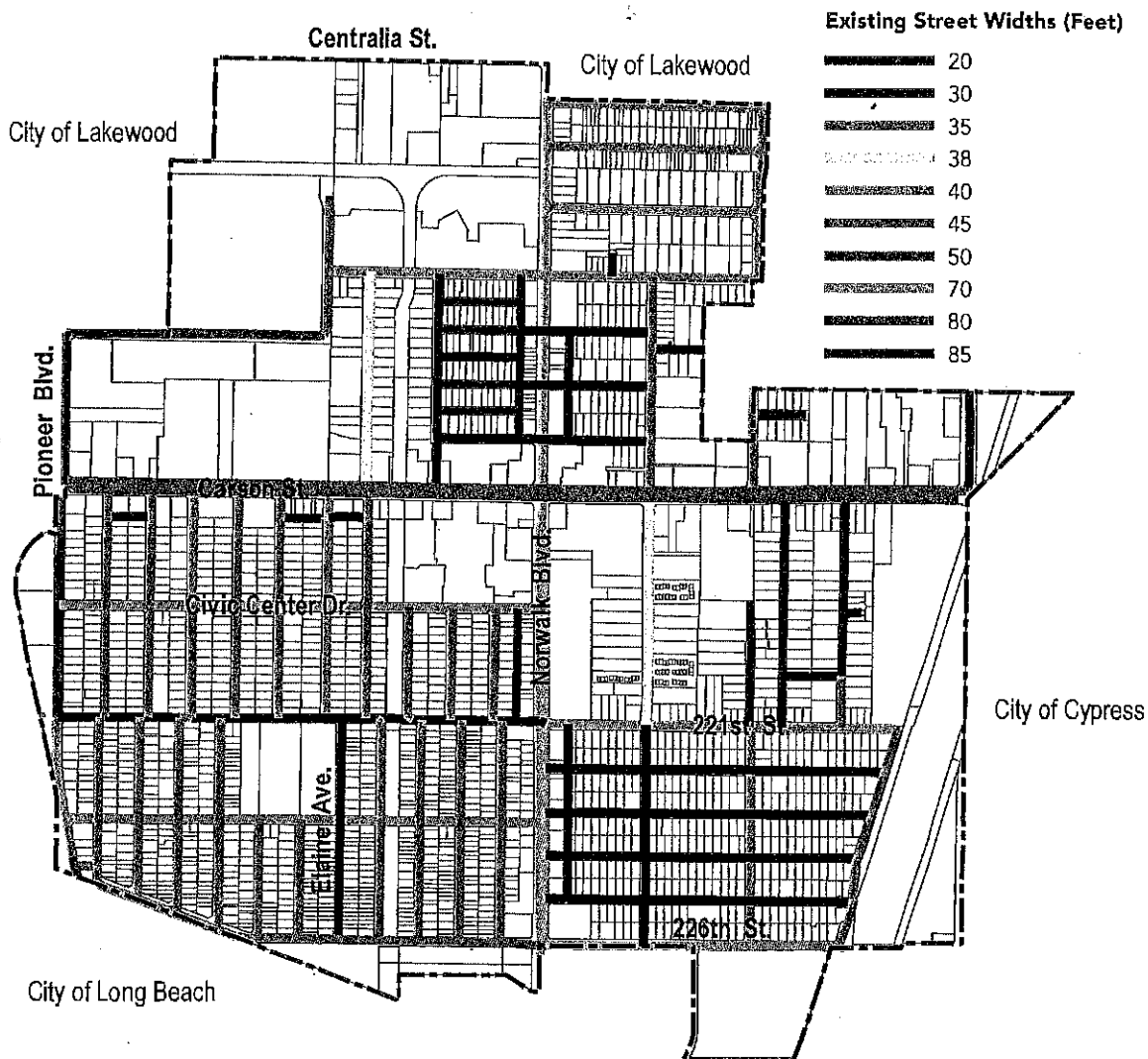
- Most streets south of 221st Street and east of Norwalk Boulevard are 30 feet in width.

Table 7: Street Width Total Length

Curb to Curb Street Width (Feet)	Length in Miles	Percent
20 (alleys)	1.1	5%
30	4.4	22%
35 to 38	6.5	33%
40 to 45	3.6	18%
50	3.6	3%
70 to 85	3.9	19%
Total	20.0	100%

Source: Google Earth Pro, 2019.

Figure 10: Existing Street Width (2019)



Parking and Vehicle Travel

This section examines the current physical conditions of on- and off-street parking areas.

Parking and Vehicle Travel Observations

Consultants from MIG conducted field observations in Hawaiian Gardens on Saturday morning, May 4, 2019. They performed separate walking and windshield surveys, at different times in the morning, of the City's residential neighborhoods to observe and to take notes of parking conditions and vehicular traffic. The following are the key observations from the surveys:

- General Plan statements and policy direction to address overcrowding impacts of parking were confirmed.
- The images on the following pages illustrate how most on-street parking spaces were occupied (Saturday morning between 7 AM and 9 AM).
- Off-street parking spaces are almost always fully utilized; sometimes, cars exceed the number of what could typically be accommodated within driveways.
- Other symptoms of vehicular overcrowding were apparent such as driveways and sidewalks being blocked by apron parking.
- On streets that are 30 feet wide (curb to curb), parking can take up to 40% to 50% of the street widths, leaving only seven to eight feet for each travel lane. Most typical vehicles are at a width of 6.5 feet. These widths typically require vehicles passing each other to "give and go," meaning one vehicle has to yield (stop or pull to the side) to allow the other vehicle to pass. As a result, it can be difficult for passing vehicles on these streets to maneuver past each other.
- MIG staff observed in several cases of loading and unloading being conducted within travel lanes due to the lack of available on-street parking. This resulted in blocked travel lanes.

Off-street Parking Requirements

Table 8 identifies the Zoning Code's off-street parking requirement for single-family residences and ADUs.

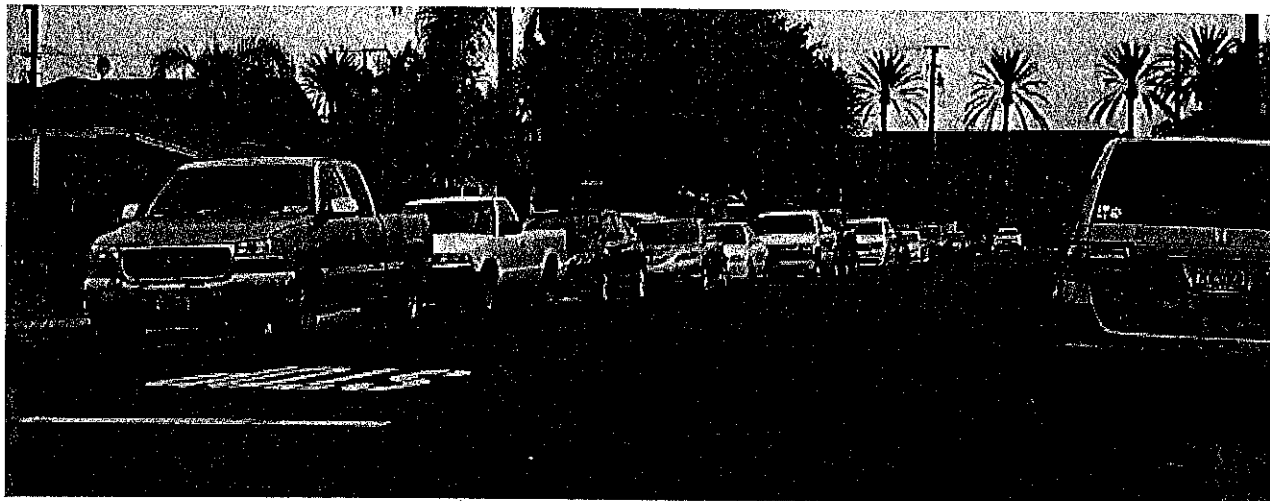
Table 8: Residential Parking Requirements

Type	Zoning Code Requirement
Single-Unit and Two-Dwelling Unit, and Multi-Unit Residential	Enclosed garage 1 space if lot is less than 25 feet 2 spaces for all others 3 spaces if 5 or more bedrooms
Accessory Dwelling Unit	1 space per bedroom or efficiency unit

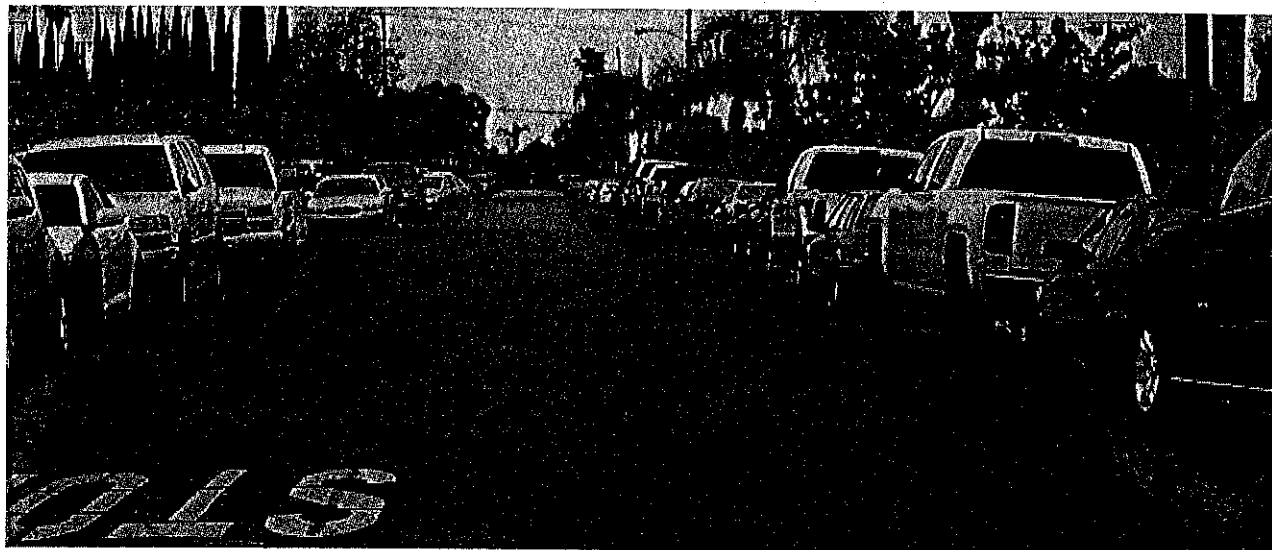
Source: Hawaiian Gardens Zoning Code.

Although the City may require the replacement of required spaces when a garage is converted to an ADU, the City must allow replacement spaces in other locations and configurations other than enclosed garages. This means two or more required spaces to be located within setbacks, on driveways, as uncovered spaces, carports, and in tandem configurations.

Images from Field Observations on May 19



On Saturday morning, most on-street parking is occupied, with very few parking spaces available.



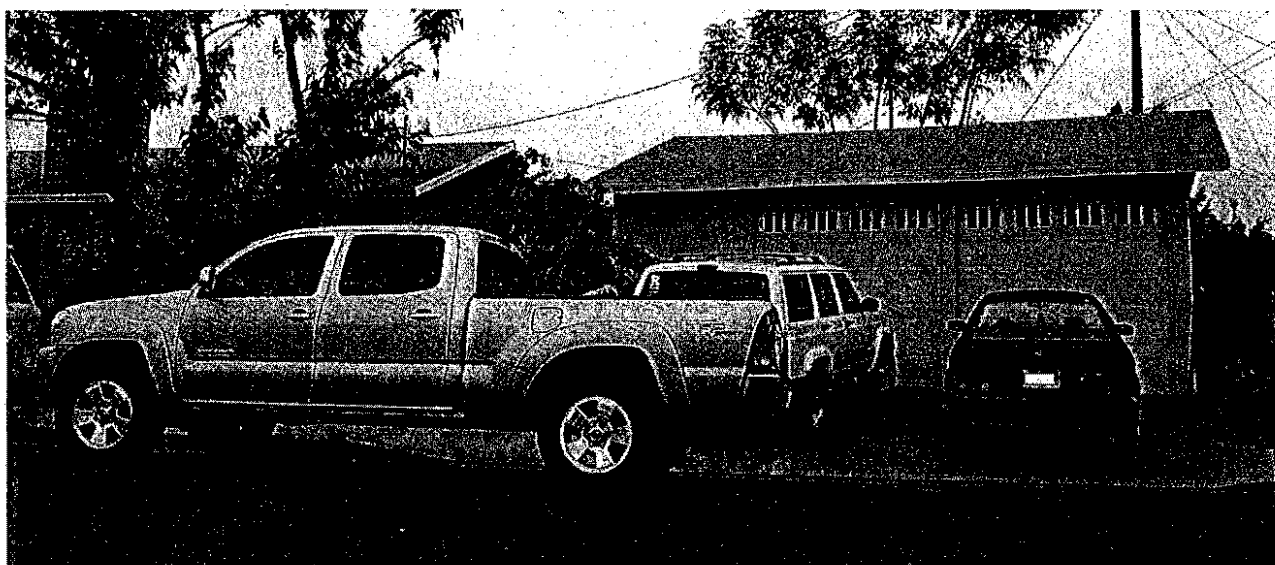
Some residential blocks had no available on-street parking spaces.



On-street 30 feet in width (curb to curb), motorists find it difficult to pass on-coming vehicles along the travel lanes.



Due to lack of on-street park availability, some vehicles park along the public sidewalk.



In some cases, vehicles park along the street blocking a driveway apron.



The red vehicle parked blocking the sidewalk and a driveway apron

Infrastructure

This section includes documentation and consultation with agency providers regarding capacity of existing infrastructure, including sewer, water, drainage, and utilities.

Water

Golden State Water Company (GSWC) is the City's provider of water. GSWC owns 39 water systems throughout California, including the Artesia system that includes the cities of Hawaiian Gardens and portions of Artesia, Cerritos, Downey, La Mirada, Lakewood, Long Beach, Norwalk, Santa Fe Springs, and adjacent county territory. The Artesia system is within the company's Central Basin East Service Area.

Drinking water delivered to customers in the Artesia System is a blend of groundwater pumped from the Central Groundwater Basin underneath Los Angeles County and imported water from the City of Cerritos. Per the most recent Urban Water Management Plan (2015) for the Artesia system, water supplies available to the Artesia System's customers are adequate over the next 25-year planning period (until 2040).⁵

The Capital Improvement Element of the General Plan does not identify any needed water improvements. Within the Central Basin East Service Area, GSWC is constructing the Studebaker Well in the City of Downey to enhance water supply to the service area.

Based on contact with GSWC company representatives, they confirmed that the City does not have any water deficiency issues as of 2019. GSWC regularly updates aging water pipes on a replacement schedule of approximately 100 years.⁶

Sanitary Sewer

The City owns the physical collection of sewer infrastructure. Sewage collected is transferred to infrastructure operated by the Los Angeles County Sanitation District. The District has several gravity trunk lines traversing through the City to the Long Beach Reclamation Plant near the I-605 freeway and Willow Street.

An evaluation of the City's sewer system was performed with the summary of the results identified in the 2008 Sanitary Sewer System Management Plan. Of the 376 sewer segments evaluated, 15 segments showed capacity issues or major physical defects, the remaining segments were within general design and performance standards (see Table 9).⁷ The City is a member of the Consolidated Sewer Maintenance District, (serviced by the County Sewer Maintenance Districts) which provides for all sewer system evaluations and when necessary will schedule and fund the needed maintenance or service.

Table 9: Sewer Deficiencies (2008)

50% Reserve Capacity (Segments)	Projects with Cracks and Fractures (Segments)
<ul style="list-style-type: none"> ▪ Devlin Ave. ▪ 223rd St ▪ 221st St. ▪ 226th St. 	<ul style="list-style-type: none"> ▪ Norwalk Blvd. ▪ Carson St. ▪ Bellshire Ave. ▪ Farlow St. ▪ Brittain St. ▪ Horst Ave.

Source: City of Hawaiian Gardens. Sanitary Sewer System Management Plan (SSMP), 2008

The City's Sewage Disposal Charges – Reconstruction of Sewer System (Chapter 13.12 of the City's Municipal Code) provides funding for a sewer reconstruction program to accommodate new development and redevelopment.

Drainage/Stormwater

The City's Master Plan of Storm Drains identifies the potential need for four new storm drains and seven storm drain extensions. They are located within the City's single-family zones.⁸

Safety Services Access

The City of Hawaiian Gardens contracts with the Los Angeles County Fire Department (LACFD) for Emergency Medical Services, fire and rescue services, and safe haven services. The LACFD operates one fire stations in the City: Station 34 located at 21207 South Norwalk Boulevard.

The total incidents in the City of Hawaiian Gardens for calendar year 2018 is 1,113 and the average response times is four minutes and fifty seconds (4:50).¹⁰ National standards say most responses should be under six minutes.¹¹

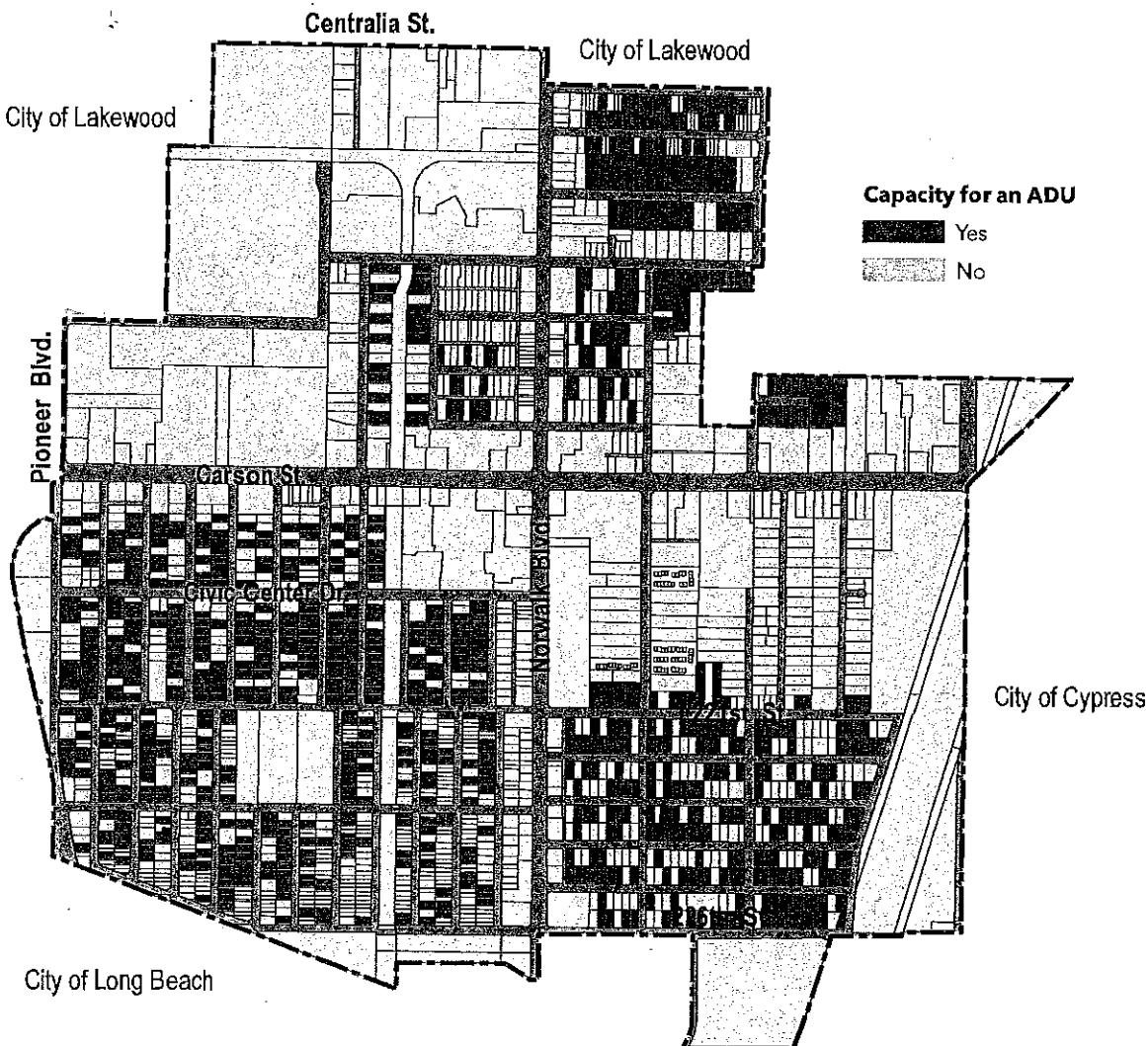
POTENTIAL ADU CAPACITY

The following identifies the potential capacity of new ADU units that could be accommodated in Hawaiian Gardens. Based on criteria identified in Table 10 and if the ADU zoning standards were revised to meet State requirements, approximately 800 new ADUs could be accommodated on the lots shown in Figure 11. This does not account for ADUs that could be accommodated in garages or the legalization of garages to ADUs that previously have been converted illegally.

Table 10: Criteria for New ADU

Development Site Criteria for New ADU	
Zoning Districts	R1 (10,000), R1, and R2
Existing Land Use	Single-Unit Detached
Lot Size	Larger than 3,750 sq. ft.
Lot Coverage	Less than 50%

Figure 11: Parcels with Capacity for an ADU

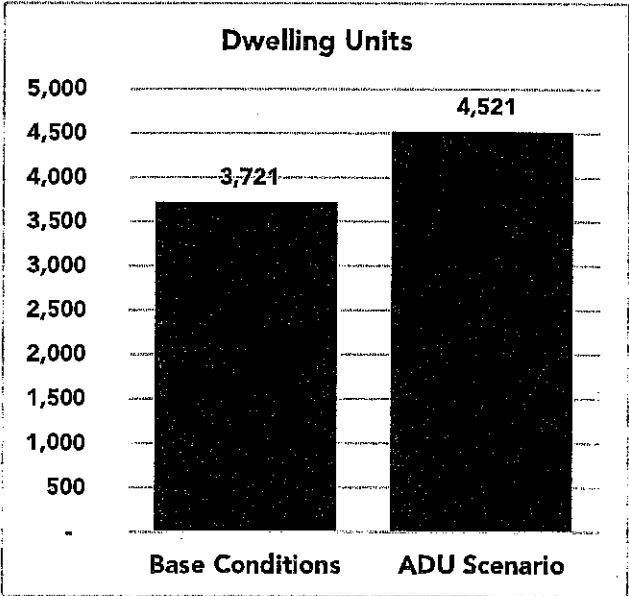


Assuming 800 new ADUs were to be built, the following charts estimates the total increase in population and dwelling units. Based on the additional 800 ADUs and 1,600 persons (assuming two person per unit), Appendix B identifies growth usage reports for water, energy, household costs, and transportation.

- With 3,721 existing units, an additional 800 ADUs would yield a 20% increase in new housing units. This assumes a worst-case scenario; all 800 units are not anticipated to be built over the short term.
- Assuming two persons per ADU, that equates to approximately 1,600 new persons, or an 11% increase in total population.
- Indoor water consumption is anticipated to increase by 3.5%, while outdoor water consumption could decrease by 1.1%.

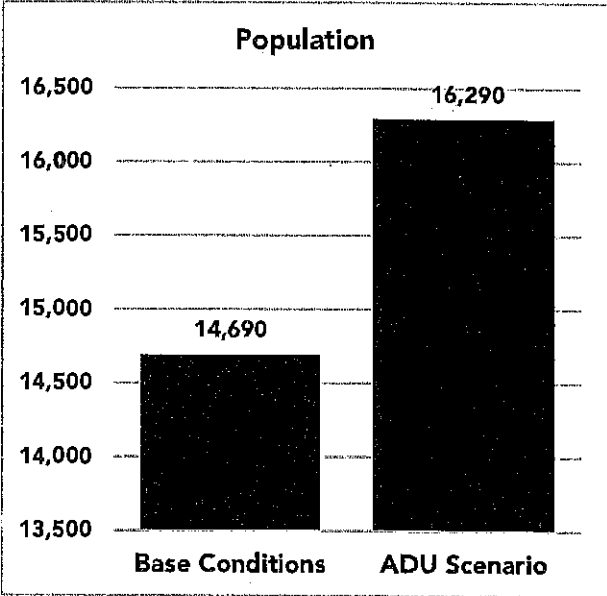
- Total annual electricity use could increase by 13.3% and annual natural gas usage could increase by 19.7% (see Appendix B).
- The total annual vehicle miles traveled could increase by 13.3% while the total vehicle daily trips might go up by 2.7% (see Appendix B).

Figure 12: Estimated Dwelling Unit Growth



Note: Assumes new 800 new accessory dwelling units

Figure 13: Estimated Population Growth



Note: Based on new units and up to two persons for each accessory dwelling units. The persons per household citywide for non-accessory dwelling units is 4.06 and 2.8% vacancy rate. (Department of Finance, Demographic Research Unit, 2019).

KEY FINDINGS

The following are the key findings of this report.

- **Overcrowding.** The City's overcrowding rate (20.3%) is nearly double the County average (11.7%), including severe overcrowding (8.6% to 1.8%).
- **R2 Residential Zone.** The Medium Density Residential Zone (R2) is the most prevalent residential zone that could accommodate ADUs, with 1,344 lots and 152 acres, consisting of 60% of all residential lots.
- **Southwestern: Housing Issues.** Per the General Plan, the southwestern portion of the City is described as having a high concentration of substandard housing, blighted conditions, and code violations, and is characterized by a subdivision pattern that makes parcel assembly difficult.
- **Southwestern: Densest Area.** The blocks south of 223rd Street, between Funston and Ibex Avenues are the densest areas that are not multi-unit developments, with a density that calculates to over 40,000 persons per square mile.
- **Parcel Size.** Approximately 297 parcels have a parcel area less than 3,750 square feet, the smallest minimum lot size required to construct a single-family residence in any of the R1 and R2 zones. With one residential unit, this lot size is the equivalent to a density of 11.6 dwelling units per acre (DU/AC). When an ADU is added, the density increases 23.3 DU/AC.
- **Lot Coverage.** The majority of R1 and R2 zones lots (86%) fall under the 50% lot coverage threshold. Many of these properties could accommodate an ADU unit.
- **Lot Coverage Requirement Surpassed.** Most properties that exceed the 50% lot coverage are located south of 223rd Street, between Funston and Ibex Avenues. These blocks are the densest in the City and many are substandard that would not allow an ADU, except for converting a garage into an ADU.
- **Transit Access.** Nearly all properties in the City are within a one-half-mile walking distance to a bus stop that provides high-frequency services (bus service at stops at every 15 minutes or less). This access to transit would allow most new ADUs to waive the requirement of adding an additional parking space.
- **Narrow Streets.** Nearly five miles, or 22% of all streets are at a width of 30 feet from curb to curb. With on-street parking taking up approximately 14 to 16 feet of the street, 14 feet remains for travel lanes (seven feet wide for each lane). The maximum vehicle width for buses and trucks is 8.2 feet, with most standard vehicle having a width of 6.5 feet. Typical travel lanes in urban areas are a minimum of 11 feet wide.
- **Vehicles Passing.** Streets heavily congested with parked cars, combined with narrow streets, create difficulties for two vehicles to pass side by side.
- **Parking Issues.** A variety of code enforcement issues that contribute to the visual degradation of the City's residential neighborhoods, with vehicles parked on front lawn areas, vehicles parked in front of driveway aprons, and vehicles parked partially on public sidewalks.
- **Parking Saturation.** With high overcrowding rates, high residential densities in some neighborhoods, and limited available off-street and on-street parking, additional ADUs can potentially intensify existing parking issues.
- **Water Capacity.** Based on contact with Golden State Water Company staff, there are no existing deficiencies with the water supply.
- **Sewer Capacity.** The Sanitary Sewer System Management Plan implements a plan to identify, maintain, and repair any sewer system deficiencies. The City also collects a fee to accommodate new developments to maintain an adequate sewer system.
- **ADU Capacity.** Based on existing conditions, regulatory changes to meet State ADU requirements, the City could accommodate approximately 800 new ADUs, excluding the conversion of any garages to ADUs. This would equate to 20% increase in units and a 11% increase in population.

REFERENCES

1. City Council Staff Report – Public Hearing, City of Hawaiian Gardens, March 26, 2019, Agenda Item No. A-1, “Urgency Ordinance No. 548U. An Urgency Interim Zoning Ordinance of the City of Hawaiian Gardens. Adopted Pursuant to Government Code Section 65858, Extending the Moratorium Established by Urgency Interim Zoning Ordinance No. 581U Relating to Certain Accessory Dwelling Unit uses, Through and Including April 10, 2020”
2. Population Density, Los Angeles Times, “Mapping LA, Rankings, Population,” accessed May 17, 2019, <http://maps.latimes.com/neighborhoods/population/density/neighborhood/list/>
3. Profile of the City of Hawaiian Gardens, Southern California Association of Governments, Local Profiles Report 2019, accessed May 17, 2019, <https://www.scag.ca.gov/Documents/HawaiianGardens.pdf>
4. Table 2: E-5 City/County Population and Housing Estimates, 1/1/2019, “E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011-2019 with 2010 Census Benchmark”, State Department of Finance, accessed May 17, 2019. <http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/>
5. Urban Water Management Plan 2015, Golden State Water Company, p. 1-1
6. Rivera, A. (2019, May 28). Phone interview.
7. Sanitary Sewer Management Plan (SSMP), City of Hawaiian Gardens, pp. 49-50.
8. Storm Drain Master Plan 2009, City of Hawaiian
9. Gardens, pp. 5-1 - 5-4.
10. Gina Cortez, Los Angeles County Fire Department, Planning Division, August 2019.
11. National Fire Protection Association. Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. View in 2019.

ATTACHMENT C "EXHIBIT A"

ACCESSORY DWELLING UNITS SECTION OF THE ZONING CODE

Chapter 18.90 Supplemental Regulations

18.90.080 Accessory Dwelling Units and Junior Accessory Dwelling Units.

A. General

1. **Purpose.** The purpose of this Section is to allow for the creation, through a ministerial process, of Accessory Dwelling Units and Junior Accessory Dwelling Units in accordance with California Government Code sections 65852.2 and 65852.22. Facilitating the development of Accessory Dwelling Units and Junior Accessory Dwelling Units will increase the housing options for family members, seniors, low-wage workers, persons with disabilities, students, and others in the community. This Section prescribes standards to minimize adverse impacts on the public health, safety, and general welfare associated with the establishment of Accessory Dwelling Units and Junior Accessory Dwelling Units.
2. **Applicability.**
 - a. Any construction, establishment, alteration, enlargement, or modification of an Accessory Dwelling Unit and Junior Accessory Dwelling Unit approved under this Section shall comply with the requirements of this Section and of the City's Building Code.
 - b. An existing residential unit may be designated as an Accessory Dwelling Unit, but not as a Junior Accessory Dwelling Unit, at the time that a new primary dwelling is proposed for construction, provided the existing residential unit conforms to all the standards under this Section. A Junior Accessory Dwelling Unit may be designated as part of the construction of and within a new primary dwelling.
3. **Ministerial Action.** Approval or denial of an Accessory Dwelling Unit or Junior Accessory Dwelling Unit under this Section is a ministerial action not subject to discretionary review. Such action shall be taken within 60 days of the City receiving a complete application for an Accessory Dwelling Unit Permit, as provided on forms established by the Community Development Director and subject to a fee as authorized by City Council resolution.
4. **Deemed Consistent with Density, General Plan, and Zoning.** An Accessory Dwelling Unit or Junior Accessory Dwelling Unit that conforms to the requirements of this Section shall not be considered to exceed the allowable density for the lot upon which it is located and shall be deemed to be a residential

use consistent with the City of Hawaiian Gardens General Plan and zoning designation for the lot.

B. Definitions. For purposes of this Section,

1. **“Accessory Dwelling Unit.”** Defined as an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons on the same parcel with either a single-family or multifamily structure. An Accessory Dwelling Unit also includes an efficiency unit as defined in Section 17958.1 of the Health and Safety Code and a manufactured home as defined in Section 18007 of the Health and Safety Code. Also includes Multiple Accessory Dwelling Units within portions of existing multifamily structures that are not used as livable space, including, but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with building standards for dwellings.
2. **“Efficiency Kitchen.”** Defined for purposes of establishing a Junior Accessory Dwelling Unit as a cooking facility with appliances, a food-preparation counter of a size that is at least 1.25 percent of the square footage of the unit, and food-storage cabinets with a total shelf area of at least 3.5 percent of the square footage of the unit.
3. **“Independent living facilities.”** Defined as a residential dwelling unit having permanent provisions for living, sleeping, eating, cooking, and sanitation.
4. **“Junior Accessory Dwelling Unit.”** Defined as a residential dwelling unit up to 500 square feet in size contained entirely within a single-family dwelling, with an efficiency kitchen, an entrance that is separate from the main entrance of the primary dwelling, and sanitation facilities that are either shared with or separate from those of the primary dwelling.

C. Types of Accessory Dwelling Units. An Accessory Dwelling Unit approved under this Section must be one of the following three types:

1. **Converted.** An Accessory Dwelling Unit that: (a) is entirely contained within the existing space of a legal primary dwelling or accessory structure, including, but not limited to, a studio, pool house, or other similar structure, except that it may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing structure if the expansion is limited to accommodating ingress and egress; and (b) has independent exterior access from the existing primary dwelling. An Accessory Dwelling Unit that does not satisfy both of these elements is either an attached or detached Accessory Dwelling Unit or a Junior Accessory Dwelling Unit.
2. **Attached.** An Accessory Dwelling Unit that is created in whole or in part from newly constructed space that is attached to the proposed or existing primary dwelling.

3. **Detached.** An Accessory Dwelling Unit that is created in whole or in part from newly constructed space that is detached from the proposed or existing primary dwelling and that is located on the same lot.

D. Standards Applicable to All Accessory Dwelling Units. The following standards apply to all Accessory Dwelling Units constructed or moved to a new site and to the remodeling or rebuilding of existing single-family or multifamily structures to create an Accessory Dwelling Unit.

1. **Location and Number.**

- a. An Accessory Dwelling Unit is only allowed on a lot that is both:
 - (i) currently zoned to allow any residential use and (ii) currently contains or will contain a primary dwelling. A lot that has a legal nonconforming single-family detached dwelling or a multifamily dwelling on it but that is not currently zoned to allow any residential uses is not eligible for an Accessory Dwelling Unit under this Section.
- b. No Accessory Dwelling Unit may be created on a lot that already contains a granny housing unit/flat, guest house, or caretaker's house. However, an existing granny housing unit/flat, guest house, or caretaker's house may be converted to an Accessory Dwelling Unit in accordance with this Section.
- c. On a lot with a proposed or existing single-family dwelling that includes a Junior Accessory Dwelling Unit, a separate Accessory Dwelling Unit may also be created if the Accessory Dwelling Unit is detached from the primary dwelling, is 800 square feet or smaller in size, is 16 feet or shorter in height, and has side and rear setbacks of at least 4 feet. No other type or configuration of Accessory Dwelling Unit may be combined with a Junior Accessory Dwelling Unit on a lot with a single-family primary dwelling.
- d. Accessory Dwelling Units are permitted in multifamily zones as follows:
 - i. One converted Accessory Dwelling Unit is permitted in a dwelling, provided that the combined total number of Accessory Dwelling Units and Junior Accessory Dwelling Units does not exceed 25 percent of the total number of multifamily dwellings within that multifamily development.
 - ii. Up to two detached Accessory Dwelling Units may be allowed on a lot where a multifamily structure exists if each of the detached Accessory Dwelling Units is 16 feet or shorter in height and has side and rear setbacks of at least 4 feet.

2. **Parcel Size and Lot Width.** There is no minimum parcel size or lot width for construction of an Accessory Dwelling Unit.

3. **Access.** Every Accessory Dwelling Unit shall have direct exterior access independent of the exterior access of the primary dwelling.
4. **Building Code Requirements.**
 - a. Each Accessory Dwelling Unit shall comply with all applicable building code requirements. Where it does not comply, the property owner shall be required to make improvements to comply with building code requirements prior to the issuance of an occupancy permit. The City shall enforce compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
 - b. No Accessory Dwelling Unit is required to provide fire sprinklers unless they are required for the primary dwelling.
5. **Use.**
 - a. *Separate Conveyance.* No Accessory Dwelling Unit may be sold separately from the primary dwelling, but they may be rented separately from the primary dwelling.
 - b. *No Short-term Rentals.* No Accessory Dwelling Unit may be rented for a term that is shorter than 30 days.
 - c. *Business License Required.* The property owner shall obtain a City of Hawaiian Gardens Business License for property rental before renting out any Accessory Dwelling Unit separately from the primary dwelling.
6. **Illegal Uses and Structures.**
 - a. The correction of nonconforming zoning conditions is not required in order to establish an Accessory Dwelling Unit on a lot with a primary dwelling. The provisions of this Section do not validate any existing unpermitted Accessory Dwelling Unit. All such unpermitted units shall be made to comply with the applicable requirements of this Section.
 - b. All Accessory Dwelling Units that were legally constructed or initiated, but which do not conform to this Section, are deemed legal nonconforming and shall be subject to the provisions of *Section 18.100.130 Nonconforming Uses and Structures* of this Zoning Code.
7. **Permanent Foundation.** Each attached or detached Accessory Dwelling Unit must be permanently attached to a permanent foundation. Each converted Accessory Dwelling Unit must be created from space in a primary dwelling that is permanently attached to a permanent foundation.

E. Additional Standards Applicable to Converted Accessory Dwelling Units. The following standards apply only to converted Accessory Dwelling Units, as defined in this Section.

1. **Setbacks.** No setback is required for an existing structure that is converted to an Accessory Dwelling Unit or that replaces an existing structure and that has the same dimensions as the existing structure, plus up to 150 square feet if the additional footage is solely to accommodate ingress and egress.
2. **Parking.** No additional off-street parking space for the converted Accessory Dwelling Unit is required, including the conversion of existing space in a garage, carport, or covered parking structure to an Accessory Dwelling Unit. If replacement parking is provided, the replacement spaces shall be located in any configuration on the same lot as the Accessory Dwelling Unit, and may include but is not limited to covered spaces, uncovered spaces, or tandem spaces. Replacement parking may only occur on driveways leading to a required parking space or in rear yard on a paved surface, provided such paved area can be easily accessed via the driveway or an alley. No parking shall be permitted in the front yard other than on the paved driveway.
3. **Approval of a Building Permit Required.** The property owner shall obtain a valid building permit for a converted Accessory Dwelling Unit, subject to all the standard application and processing fees and procedures that apply to building permits generally.

F. Additional Standards Applicable to Attached and Detached Accessory Dwelling Units. The following standards apply only to attached and detached Accessory Dwelling Units.

1. **Permits Required**
 - a. *Ministerial Accessory Dwelling Unit Permit.* Prior to constructing any attached or detached Accessory Dwelling Unit, the property owner shall obtain an Accessory Dwelling Unit Permit from the City. The City shall issue the permit ministerially within 60 days receipt of a complete application if the objective standards in this Section have been satisfied. Application and processing fees for the Accessory Dwelling Unit Permit shall be determined by the Community Development Director and approved by the City Council by resolution.
 - b. *Building Permit.* An attached or detached Accessory Dwelling Unit shall also require a building permit, subject to all the standard application and processing fees and procedures that apply to building permits generally.
2. **Utilities.** The City shall not require the applicant to install a new or separate utility connection directly between the Accessory Dwelling Unit and the utility unless the utility connection is required by the utility provider. The applicant may

voluntarily install a new or separate utility connection. Any utility charges or fees must be consistent with California Government Code section 65852.2.

3. **Size.** Floor area standards are applicable as follows:
 - a. A detached Accessory Dwelling Unit may not exceed 850 square feet if it has fewer than two bedrooms or 1,000 square feet if it has two bedrooms. No more than two bedrooms are allowed.
 - b. An attached Accessory Dwelling Unit may not exceed 850 square feet if it has fewer than two bedrooms or 1,000 square feet if it has two bedrooms. No more than two bedrooms are allowed. Nor may an attached Accessory Dwelling Unit exceed 50 percent of the floor area of the primary dwelling.
 - c. In no event shall any maximum floor area; maximum percentage of primary dwelling floor area; limit on lot coverage, open space, or floor area ratio preclude an attached or detached Accessory Dwelling Unit of at least 800 square feet in size.
4. **Lot coverage.** No attached or detached Accessory Dwelling Unit that is larger than 800 square feet may cause the total lot coverage of the lot to exceed 50 percent. This provision shall not preclude approval of an Accessory Dwelling Unit that is up to 800 square feet in size.
5. **Floor Area Ratio.** No attached or detached Accessory Dwelling Unit that is larger than 800 square feet may cause the total floor area ratio of the lot to exceed 45 percent. This provision shall not preclude approval of an Accessory Dwelling Unit that is up to 800 square feet in size.
6. **Minimum Open Space.** No attached or detached Accessory Dwelling Unit that is larger than 800 square feet may cause the open-space area of the lot to be less than 50 percent. This provision shall not preclude approval of an Accessory Dwelling Unit that is up to 800 square feet in size.
7. **Setbacks.** No attached or detached Accessory Dwelling Unit or portion thereof shall be located in the following setback areas:
 - a. Front: 20 feet
 - b. Rear and Side: Four feet
8. **Location:** Every part of a detached Accessory Dwelling Unit shall be located behind the primary dwelling.
9. **Height.** No attached or detached Accessory Dwelling Unit shall exceed two stories or 30 feet in height or the existing height of the legal primary dwelling on the lot, whichever is less. However, in no event shall this provision preclude an Accessory Dwelling Unit that has a height of up to 16 feet.

10. **Separation.** Detached Accessory Dwelling Units shall be located at least eight feet from the primary dwelling or an accessory structure other than a fence or a wall. However, in no event shall this provision preclude an Accessory Dwelling Unit that is up to 800 square feet in size.
11. **No Subdivision.** A lot with an Accessory Dwelling Unit may not be subdivided if the Accessory Dwelling Unit would be on the lot separate from the primary dwelling unless the proposed subdivision meets all City requirements and the Accessory Dwelling Unit complies or is made to comply with all requirements for residential development within the underlying zone.
12. **Parking**
- a. In addition to the parking spaces required for the primary dwelling, one off-street parking space shall be provided for each attached or detached Accessory Dwelling Unit, which may be provided in setback areas or as tandem parking in an existing driveway. No parking shall be permitted in the front yard other than on the paved driveway.
 - b. Notwithstanding the requirement of subsection (a) above, parking for the Accessory Dwelling Unit shall not be required when the Accessory Dwelling Unit is:
 - i. Within one-half mile walking distance from public transit. Public transit means location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
 - ii. Within an architecturally and historically significant historic district as adopted by the City.
 - iii. In an area where on-street parking permits are required but not offered to the occupant of the Accessory Dwelling Unit.
 - iv. Located within one block of a fixed car-share area.
13. **Design Guidelines**
- a. The attached or detached Accessory Dwelling Unit shall be designed and constructed to match the primary dwelling unit in architectural style, exterior materials and colors, and roof pitch.
 - b. If the attached or detached Accessory Dwelling Unit is a manufactured home, the manufactured home shall be erected and permanently anchored on a permanent foundation and shall be made to match the primary dwelling in accordance with paragraph F.13.a of this Section.

- c. A recreational vehicle, a commercial coach, park trailer, motor home, truck camper, camping trailer, trailer, or boat shall not be used as an Accessory Dwelling Unit.

G. Standards Applicable to Junior Accessory Dwelling Units. The following standards apply only to Junior Accessory Dwelling Units.

1. Location and Number.

- a. A Junior Accessory Dwelling Unit is only allowed on a lot that is both: (i) currently zoned to allow any residential use and (ii) currently contains or will contain a primary dwelling. A lot that has a legal nonconforming single-family detached dwelling on it but that is not currently zoned to allow any residential uses is not eligible for establishment of a Junior Accessory Dwelling Unit under this Section.
- b. Junior Accessory Dwelling units are permitted in multifamily zones provided that the combined total number of Accessory Dwelling Units and Junior Accessory Dwelling Units does not exceed 25 percent of the total number of multifamily dwellings within that multifamily development.

2. Parcel Size and Lot Width. There is no minimum parcel size or lot width for establishment of a Junior Accessory Dwelling Unit.

3. Access. A Junior Accessory Dwelling Unit shall have direct exterior access independent of the main exterior access of the primary dwelling.

4. Building Code Requirements.

- a. A Junior Accessory Dwelling Unit shall comply with all applicable building code requirements. Where it does not comply, the property owner shall be required to make improvements to comply with building code requirements prior to the issuance of an occupancy permit. The City shall enforce compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
- b. No Junior Accessory Dwelling Unit is required to provide fire sprinklers unless they are required for the primary dwelling.

5. Use.

- a. *Separate Conveyance.* No Junior Accessory Dwelling Unit may be sold separately from the primary dwelling, but they may be rented separately from the primary dwelling.
- b. *No Short-term Rentals.* No Junior Accessory Dwelling Unit may be rented for a term that is shorter than 30 days.

- c. *Business License Required.* The property owner shall obtain a City of Hawaiian Gardens Business License for property rental before renting out a Junior Accessory Dwelling Unit separately from the primary dwelling.

6. **Illegal Uses and Structures.**

- a. The correction of nonconforming zoning conditions is not required in order to establish a Junior Accessory Dwelling Unit on a lot with a primary dwelling. The provisions of this Section do not validate any existing unpermitted Junior Accessory Dwelling Unit. All such unpermitted units shall be made to comply with the applicable requirements of this Section.
- b. All Junior Accessory Dwelling Units that were legally constructed or initiated, but which do not conform to this Section, are deemed legal nonconforming and shall be subject to the provisions of *Section 18.100.130 Nonconforming Uses and Structures* of this Zoning Code.

7. **Permanent Foundation.** A Junior Accessory Dwelling Unit must be created from space within a primary dwelling that is permanently attached to a permanent foundation.

8. **Permits Required**

- a. *Ministerial Junior Accessory Dwelling Unit Permit.* Prior to establishing a Junior Accessory Dwelling Unit, the property owner shall obtain a Junior Accessory Dwelling Unit Permit from the City. The City shall issue the permit ministerially within 60 days receipt of a complete application if the objective standards in this Section have been satisfied. Application and processing fees for the Junior Accessory Dwelling Unit Permit shall be determined by the Community Development Director and approved by the City Council by resolution.
- b. *Building Permit.* A Junior Accessory Dwelling Unit shall also require a building permit, subject to all the standard application and processing fees and procedures that apply to building permits generally.

9. **Utilities.** The City shall not require the applicant to install a new or separate utility connection directly between Junior Accessory Dwelling Unit and the utility unless the utility connection is required by the utility provider. The applicant may voluntarily install a new or separate utility connection. Any utility charges or fees must be consistent with California Government Code section 65852.2.

10. **Size.** A Junior Accessory Dwelling Unit shall not expand the size of an existing single-family dwelling by more than 150 square feet, and such expansion shall be limited to the area necessary to accommodate ingress and egress.

11. **Lot coverage.** A Junior Accessory Dwelling Unit including any additional square footage as described in Section G.10 may not cause the total lot coverage of the lot to exceed 50 percent.
12. **Floor Area Ratio.** A Junior Accessory Dwelling Unit including any additional square footage as described in Section G.10 may not cause the total floor area ratio of the lot to exceed 45 percent.
13. **Minimum Open Space.** A Junior Accessory Dwelling Unit including any additional square footage may not cause the open-space area of the lot to be less than 50 percent.
14. **Setbacks.** A Junior Accessory Dwelling Unit or portion thereof, including an additional square footage as described in Section G.10, shall not be located in the following setback areas:
 - a. Front: 20 feet
 - b. Rear and Side: Four feet
15. **Parking.** No additional parking is required for a Junior Accessory Dwelling Unit.
16. **Design Guidelines.** The establishment of a Junior Accessory Dwelling Unit within a primary dwelling unit, including the construction of the direct exterior access, shall match architectural style, exterior materials and colors, and roof pitch of the existing or proposed primary dwelling unit.

18.90.080 Accessory Dwelling Units.

The purpose of this Section is to allow for the creation of Accessory Dwelling Units in the City's single-family and multi-family residential districts, in accordance with Government Code Section 65852.2. This Section prescribes standards for such Accessory Dwelling Units to minimize adverse impacts on the public health, safety and general welfare from the establishment of the Accessory Dwelling Units.

Approval of an Accessory Dwelling Unit Permit pursuant to this Section is a ministerial action not subject to discretionary review.

An Accessory Dwelling Unit that conforms to these requirements shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use consistent with the City of Hawaiian Gardens General Plan and zoning designation for the lot.

A. — Applicability.

1. *New Accessory Dwelling Units.* Any construction, establishment, alteration, enlargement or modification of an Accessory Dwelling Unit shall comply with the requirements of this Section, other development standards in this Title as applicable to the underlying zone district in which the Accessory Dwelling Unit is located, and the City's Building Code.
2. *Nonconforming Accessory Dwelling Units.* All Accessory Dwelling Units that were legally constructed or initiated, but which do not conform to this Section, are deemed nonconforming and shall be subject to the provisions of *Section 18.100.130 Nonconforming Uses and Structures* of this Zoning Code.
3. *Existing Illegal Accessory Dwelling Units.* The provisions of this Section shall in no way validate any existing illegal Accessory Dwelling Unit. An application may be made pursuant to this Section to convert an illegal Accessory Dwelling Unit to a legal conforming Accessory Dwelling Unit, and shall be subject to the same standards and requirements as for a newly proposed Accessory Dwelling Unit.
4. *Designation of Existing Primary Unit as Accessory Dwelling Unit.* An existing residential unit may be designated as an Accessory Dwelling Unit at the time that a new primary unit is proposed for construction, provided the existing structure conforms to all the development standards for an Accessory Dwelling Unit under this Section.

B. — Development Standards. The following development standards shall apply to all Accessory Dwelling Units constructed or moved to a new site and to the remodeling or rebuilding of existing single-family homes to create an Accessory Dwelling Unit subsequent to the effective date of the ordinance codified in this Title.

1. — Unit Type.

- a. — The Accessory Dwelling Unit shall have a separate and independent entrance from the primary unit and shall provide independent living facilities for one or more persons, with permanent provisions for living, sleeping, eating, cooking, and sanitation.

b. ~~An Accessory Dwelling Unit may be an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, or a manufactured home, as defined in Section 18007 of the Health and Safety Code.~~

2. ~~Location:~~

- a. ~~Accessory Dwelling Units shall be allowed on residential lots containing only one single family detached unit in any residential zone in the City.~~
- b. ~~Accessory Dwelling Units are not allowed on lots containing 2 or more dwelling units or on any lot developed with a multi-family residential project.~~
- e. ~~Accessory Dwelling Units are not allowed in the commercial or industrial zones of the City, including any legally noneconforming parcel or use, even if they contain a detached or attached single family residential unit.~~
- d. ~~Accessory Dwelling Units are not allowed within planned unit developments, condominium projects, or condominium conversion projects.~~
- e. ~~An Accessory Dwelling Unit shall not be constructed or moved into a lot that already contains a granny housing unit/flat, guest house, or caretaker's house.~~
- f. ~~An Accessory Dwelling Unit may be attached to the existing primary unit on the lot or detached from the existing dwelling unit but located on the same lot as the existing dwelling unit.~~
- g. ~~No more than one Accessory Dwelling Unit shall be allowed on a residential lot.~~
- h. ~~No more than 20% of the lots within any one block of the City shall have Accessory Dwelling Units.~~
- i. ~~Accessory Dwelling Units shall not be placed in front of the primary dwelling unit on the lot.~~

3. ~~Minimum Areas:~~

- a. ~~Minimum lot size: 6,000 square feet.~~
- b. ~~Lot coverage: same as underlying zone.~~
- e. ~~Setbacks:~~
 - i. ~~Front yard setback: 20 feet.~~
 - ii. ~~Side yard setback: 10% of lot width; minimum of 5 feet and maximum of 7 feet.~~
 - iii. ~~Rear yard setback: 15 feet on R-1, R-3 and R-4 lots and 10 feet on R-2 lots, except that through lots shall have a front and rear yard setback of 20 feet.~~
 - iv. ~~No Accessory Dwelling Units shall be located within the required front and side yards.~~

- d. ~~Rear Yard Coverage. Accessory Dwelling Units are not allowed within the required rear yard setback.~~
- e. ~~Minimum Living Area. 400 square feet, excluding any attached covered parking, enclosed garage, and unenclosed patio covers.~~
- f. ~~Maximum Living Area. The maximum floor area of a detached Accessory Dwelling Unit shall not exceed 1,200 square feet, or, for an attached Accessory Dwelling Unit, 30% of the existing floor area of the primary unit on the lot on which the Accessory Dwelling Unit will be located.~~
- g. ~~Building Height. A detached Accessory Dwelling Unit shall conform to the building height requirements of the underlying zone. However, a second-story addition to a dwelling unit, that is constructed with a building permit that is issued separately from the building permit for the primary dwelling unit, may not be converted to an Accessory Dwelling Unit.~~

4. ~~Number of Units.~~

- a. ~~Lots With One Dwelling Unit. An Accessory Dwelling Unit that is added or moved onto a residential lot in a residential zone with one detached single family unit shall not count towards the number of dwelling units allowed on the lot, as defined by the maximum density standard of the underlying zone district.~~
- b. ~~Lots With More Than One Dwelling Unit. A dwelling unit that is added or moved into a residential lot with 2 or more detached or attached dwelling units, or on lots developed with a multi-family development will not be considered an Accessory Dwelling Unit and shall only be allowed on the lot if it will not result in exceeding the maximum density standard of the underlying zone and subject to all applicable requirements of the underlying zone.~~
- e. ~~Additional Unit(s) on a Lot with an Accessory Dwelling Unit. If an additional dwelling unit or units are constructed or moved into a residential lot containing a primary unit and an Accessory Dwelling Unit, the following shall apply:~~
 - i. ~~The Accessory Dwelling Unit shall no longer be considered an Accessory Dwelling Unit under this Section and shall be counted towards the number of dwelling units allowed on the lot, as defined by the maximum density standard of the underlying zone district;~~
 - ii. ~~The total dwelling unit count (including the Accessory Dwelling Unit) on the lot cannot exceed the maximum density standard for the underlying zone;~~
 - iii. ~~The Accessory Dwelling Unit shall no longer be permitted under this Section and will have to comply with all requirements for residential development within the underlying zone, including the minimum floor area, allowable density, etc.; and~~
 - iv. ~~The development shall obtain the necessary permits and approvals, as required by the City's zoning and building code regulations, in~~

order to make the Accessory Dwelling Unit and the additional unit or units comply with the development standards for the underlying zone.

5. ~~Required Parking.~~

- a. ~~The Accessory Dwelling Unit shall have a separate, off street, minimum one car, enclosed parking space. The parking space(s) for the Accessory Dwelling Unit shall be located on the same lot as the Accessory Dwelling Unit.~~
- b. ~~Required off street parking shall be provided at one space per bedroom or per efficiency unit, whichever is greater.~~
- c. ~~The residential lot should have the required parking spaces for primary unit in accordance to the City's parking requirements, which would be separate from the parking spaces to be provided for the Accessory Dwelling Unit. Any nonconforming parking space or parking space provision for the primary unit shall be corrected, prior to the Accessory Dwelling Unit application.~~
- d. ~~The parking space for the Accessory Dwelling Unit shall be in addition to the parking spaces required or provided for the primary dwelling unit.~~
- e. ~~No substitution of parking spaces shall be allowed for the provision of an enclosed parking space for the Accessory Dwelling Unit. Any existing enclosed parking spaces for the primary unit cannot be utilized, reassigned or used to comply with the parking requirements for the Accessory Dwelling Unit on the same lot.~~
- f. ~~The parking spaces for the primary unit or the Accessory Dwelling Unit shall not be permitted within the front yard setback or the front yard driveway.~~
- g. ~~Tandem parking is not allowed.~~
- h. ~~No additional driveways and driveway openings are permitted on lot frontages to provide access to an Accessory Dwelling Unit. For lots with alley access, a secondary driveway or access on the alley side of the lot shall be provided for the Accessory Dwelling Unit, subject to the requirements of this Title. For corner lots, no additional driveways and driveway openings are permitted on any street frontage to provide access to the Accessory Dwelling Unit.~~

6. ~~Building Separation.~~ A detached Accessory Dwelling Unit shall have a minimum building wall separation from the primary dwelling unit of at least 15 feet. Also, an Accessory Dwelling Unit placed more than 150 feet from the public right-of-way shall provide all weather access for emergency vehicles.

7. ~~Design Guidelines.~~

- a. ~~The Accessory Dwelling Unit shall be designed and constructed to match the primary dwelling unit in architectural style, color and exterior façade materials.~~
- b. ~~If the Accessory Dwelling Unit is a manufactured home, the manufactured home shall be erected and permanently anchored on a permanent foundation and shall be made to match the architecture style of the primary unit on the same lot in terms of color, exterior façade and siding, roofing, and other outdoor features.~~
- e. ~~The provision of a skirt to conceal the base, axle or wheels of a manufactured home, trailer or mobilehome or the use of temporary anchors which would allow for future transfer of the unit by a built-in motor, by truck mounting, or by towing shall not be allowed for an Accessory Dwelling Unit under this Title.~~
- d. ~~A recreational vehicle, a commercial coach, park trailer, motor home, truck camper, or camping trailer, or trailer cannot be used as an Accessory Dwelling Unit.~~
- e. ~~A dedicated, separate and independent entrance or main door to the Accessory Dwelling Unit shall be provided, which does not require any full or partial entry into the primary unit.~~
- f. ~~The addition of an Accessory Dwelling Unit on a residential lot shall require the provision and identification of a minimum of 50 square feet of common open space and 80 square feet of private open space area for a total of 130 square feet of open space for each of the primary unit and the Accessory Dwelling Unit, which would be located outside and separate from the required front, side and rear setback areas on the lot.~~
- g. ~~The private open space areas may be provided on the second story of the structure as separate balconies. On the ground floor, the private open space areas shall be enclosed on at least 3 sides by a solid fence made of wood slats or masonry blocks. The fence shall be no higher than 6 feet.~~
- h. ~~The lot and the primary unit, where the Accessory Dwelling Unit shall be added, shall be made to comply with all applicable regulations of the zoning district in which it is located, as well as other applicable City ordinances and building requirements, prior to the acceptance of the Accessory Dwelling Unit application. This includes removal of nonconforming uses and structures and correction of code violations issued for the property.~~

8. ~~Use of Accessory Dwelling Unit.~~

- a. ~~The Accessory Dwelling Unit shall not be sold as a separate unit from the primary unit and may be rented.~~
- b. ~~The Accessory Dwelling Unit may be rented out on a monthly basis and the property owner shall obtain a City of Hawaiian Gardens Business License for property rental.~~

- e. ~~Accessory Dwelling Units shall not be rented out for transient use, in which rent is charged and collected on a daily or weekly basis.~~
- d. ~~One of the 2 dwellings on the lot with an Accessory Dwelling Unit, either the primary unit or the Accessory Dwelling Unit, is required to be occupied by the owner of the property.~~
- e. ~~If one of the dwelling units is not owner-occupied for any period longer than 30 days, one of the 2 dwellings will be required to be converted to an accessory structure or a guest house and its kitchen facilities shall be removed in accordance with this Title. This conversion will require the processing and approval of a development permit from the Community Development Director, as well as the necessary building permits and associated fees.~~
- f. ~~A covenant shall be recorded with the Los Angeles County Recorder on the property, subject to approval of the Community Development Director, to restrict the property with the requirements of this Section, prior to issuance of a building permit for the Accessory Dwelling Unit. This use restriction shall be binding upon any successor in ownership of the property.~~
- g. ~~A lot with an Accessory Dwelling Unit cannot be subdivided if the Accessory Dwelling Unit would be on the lot separate from the primary unit unless the proposed subdivision meets all City requirements and the Accessory Dwelling Unit complies or is made to comply with all requirements for residential development within the underlying zone.~~
- h. ~~An Accessory Dwelling Unit cannot be converted into a bedroom, living area, enclosed patio or other part of the primary dwelling unit or to an accessory structure to the primary unit unless the kitchen, bathroom and toilet facilities are removed from the Accessory Dwelling Unit prior to conversion. This conversion will require the processing of a development permit and approval of any permit as may be needed for the conversion and proposed use in compliance with the requirements of this Title, as well as the necessary building permits and associated fees.~~
- i. ~~One of the 2 dwelling units shall be rented at an affordable housing cost to a lower income household, as defined in *Chapter 18.20 Definitions* of this Zoning Code. The Community Development Director shall monitor and require applicable documents on a yearly basis to maintain affordability.~~

~~**C. Site Development Plan Approval.** The Development Permit for an Accessory Dwelling Unit shall be subject to administrative review and approval by the Community Development Director. Appeals shall also be made to the Community Development Director. The Accessory Dwelling Unit shall not be required to go through a discretionary approval process before the Planning Commission or the City Council, even if the applicant is appealing the decision of the Community Development Director.~~

1. ~~*Site Plan Review.* Prior to the submission of plans for a plan check or an application for a building permit for any building or structure associated with the Accessory Dwelling Unit, the plans shall be submitted to the Community Development Director or his/her designee for site plan review and approval and to obtain an Accessory Dwelling Unit Permit.~~
2. ~~*Environmental Review.* Accessory Dwelling Units are considered categorically exempt from the requirements of the California Environmental Quality Act.~~
3. ~~*Development Application.* Generally, it is anticipated that Accessory Dwelling Unit applications will be processed for lots already containing a single family dwelling unit. In cases where the development of an Accessory Dwelling Unit is proposed as part of the development application for the primary unit or a single family dwelling unit and the permit application requires a public hearing or discretionary permit, the Accessory Dwelling Unit shall be considered in conjunction with the permit process for the overall project proposal in order to ensure consistency with relevant site and development standards.~~
4. ~~*Permit Fees.* The Accessory Dwelling Unit shall be subject to application and processing fees similar to other administrative approvals.~~
5. ~~*Building Code Requirements.* The Accessory Dwelling Unit shall comply with all applicable building code requirements which apply to residential construction in the zone district in which the property is located.~~
6. ~~*Nonconforming or Illegal Uses.* Nothing in this Section shall be construed to legalize any currently nonconforming or illegally established Accessory Dwelling Unit in the City. In order to legalize an Accessory Dwelling Unit, the property owner would have to apply to the City for a development plan approval and building permit, subject to the requirements and standards of this Chapter. It is the property owner's responsibility to legalize the Accessory Dwelling Unit by demonstrating that the Accessory Dwelling Unit meets all the requirements of this Section and obtains a building permit, as required. (Ord. 537 § 1, 2011; Ord. 505 § 2, 2006)~~

ATTACHMENT D "EXHIBIT B"

OTHER APPLICABLE ACCESSORY DWELLING UNIT SECTIONS OF THE ZONING CODE

Chapter 18.50 Residential Regulations

18.50.010 Parking and Loading Requirements

B. Parking and Loading Spaces.

1. *Number of Parking Spaces.* Required off-street parking spaces for specific uses are listed below and in *Section 18.70.010 Non-Residential Parking and Loading Requirements*. The requirement for a use not specifically mentioned shall be the same as for a specified use which has the most similar traffic and/or parking generation characteristics, as determined by the Community Development Director.

RESIDENTIAL OFF-STREET PARKING REQUIREMENTS	
Use	Required Parking
A. Residential Uses.	
1. Single-family residences and two dwelling unit multi-family residential	2 spaces in an enclosed garage; 5 or more bedrooms shall require the provision of a third parking space in an enclosed garage. For lots 25 feet in width or less 1 space in an enclosed garage is required.
2. Townhomes/condominiums	2 spaces in an enclosed garage plus 0.75 guest space per unit.
3. Multi-family residential Single room occupancy 1-bedroom unit 2-bedroom unit 3-bedroom unit Larger than 3-bedroom units	1.0 space/dwelling unit plus 0.5 guest space/unit. 2.0 spaces/dwelling unit plus 0.75 guest space/unit. 2.0 spaces/dwelling unit plus 0.75 guest space/unit. 2.0 spaces/dwelling unit plus 0.75 guest space/unit. 2.0 spaces/dwelling unit plus 1.0 space for each additional bedroom over 3 bedrooms plus 0.75 guest space/unit. All spaces, except guest spaces shall be in an enclosed garage.
4. Senior housing	0.6 space/dwelling unit plus 0.5 guest space/unit.
5. Mobile home park	2 spaces/mobile home plus 1 guest space/4 mobile homes.
6. Convalescent/congregate care facility	0.5 space/room plus 1 space/employee.
7. Rooming houses, lodging houses, clubs and fraternity houses with sleeping rooms	1 space/room.
8. Accessory dwelling unit (ADU) <u>Attached and Detached ADU</u>	<u>1 space/unit, except for exceptions in Section 18.90.080(F)(12)(c).</u>
<u>Converted ADU</u>	<u>No parking required.</u>

RESIDENTIAL OFF-STREET PARKING REQUIREMENTS	
Use	Required Parking
Junior ADU	No parking required.
8. Granny flat	1 space/granny flat, in addition to parking spaces required for the principal residence.
9. Guest house	1 covered space/guest house in addition to parking spaces required for the principal residence.
9. Accessory dwelling unit, subject to Section 18.90.100	1 space per bedroom or efficiency unit, whichever is greater, with a minimum of 1 space in an enclosed garage.

Chapter 18.100 Administration

18.100.040 Administrative Review and Approval

- A. Purpose.* To ensure that all provisions of this Zoning Code are followed, the Community Development Director shall issue an Administrative Approval for all new construction, replacement, alteration, renovation, and demolition projects in accordance with the regulations below.
1. If no specific permits are needed under this Zoning Code, the Administrative Approval shall be required prior to:
 - a. Issuance of a building permit;
 - b. Use of a property;
 - c. Change in the use of an improved or unimproved property;
 - d. Change in the occupancy of a property;
 - e. Issuance of a license or permit concerning use of a property.
 2. Administrative Approvals are required for demolitions, renovations and alterations that do not result in a change or introduction of a new land use, as well as for some projects that may not lead to an increase in the floor area of the existing structure. These include, but are not limited to:
 - a. On-site walls and fences;
 - b. Demolition of a structure;
 - c. Sculptures, fountains and other similar improvements;
 - d. Normal repairs and maintenance of an existing building or structure; and
 - e. Interior alterations that do not affect the external dimensions of an existing building or structure, unless the alterations are made to change the use or type of occupancy within part or all of the altered building or structure.
 - f. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit under Section 18.90.080.

- B. Processing.** Permit processing and approval of an Administrative Approval shall follow the procedures shown in Figure A.
- C. Required Findings.** An Administrative Approval may be granted only if all of the following findings can be made regarding the proposal and are supported by the record:
1. That the granting of the proposed Administrative Approval will not:
 - a. Be detrimental to the public health, safety, and general welfare;
 - b. Adversely affect the established character of the surrounding vicinity and planned uses; nor
 - c. Be injurious to the uses, property, or improvements adjacent to, and in the vicinity of, the site upon which the proposed use is to be located.
 2. That the granting of the proposed Administrative Approval is consistent and compatible with the intent of the goals, objectives and policies of the City of Hawaiian Gardens General Plan.
 3. That all conditions necessary to mitigate the impacts of the proposed use are conditions that are measurable and can be monitored and enforced.
 4. That all requirements for a specific use have been addressed by the applicant.
- D. Burden of Proof.** The applicant has the burden of proving that the proposed use meets all of the criteria set forth in *Subsection C Required Findings* for Administrative Approvals above.
- E. Approval.** The Community Development Director may grant an Administrative Approval, approve with additional requirements, or require modification of the proposal to comply with specified requirements or local conditions.
- F. Denial.** The Community Development Director may deny an application for an Administrative Approval if any of the Required Findings are not supported by evidence in the record as determined by the Community Development Director.

18.20.030 Definitions

Accessory Dwelling Unit. ~~A detached or attached residential dwelling unit on the same lot as the primary dwelling unit, as regulated in Section 18.90.080 of this Title.~~

Granny Flat or Granny Unit. ~~A secondary dwelling unit that is attached or detached to the primary residence on a residential lot, designed for the sole occupancy of one or two adults aged 62 or over. The floor area of an attached granny flat does not exceed 30% of the existing living area of the primary residence and the floor area of the detached granny flat does not exceed 1,200 square feet.~~

Chapter 18.90 Supplemental Regulations**18.90.090 Granny Units.**

The purpose of this Section is to provide special standards for the addition of a dwelling unit intended solely for the occupancy of one or two persons aged 62 years or over, in conjunction with a single-family residence and pursuant to the State's Planning and Zoning Law.

A. Minor Use Permit Required. A minor use permit may be granted for the creation of a granny unit or granny flat if the granny flat or granny unit complies with all of the requirements of this Section.

B. Design and Development Standards.

1. The granny unit shall either be attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.
2. Any increase in the floor area of an attached granny unit shall not exceed 30% of the living area of the existing dwelling.
3. The total area of the floor space for a detached granny unit shall not exceed 1,200 square feet.
4. A covenant shall be recorded with the Los Angeles County Recorder on the property, subject to approval of the Community Development Director, to restrict the property with the requirements of this Section, prior to issuance of a building permit for the granny unit.
5. If the property containing a granny unit is sold and the granny unit's primary occupant is not over 62 years of age, then the detached granny unit shall be converted to an accessory structure or a guest house and its kitchen and bathroom facilities shall be removed. This conversion will require the processing and approval of a development permit from the Community Development Director, as well as the necessary building permits and associated fees.
6. Any construction necessary to allow a granny unit shall conform to all property development regulations in the zone in which the project is located, including those related to accessory structures and uses. The exterior design shall be in harmony with the immediate neighborhood. Building materials, architectural design, colors, and exterior finishes shall be substantially the same as those on the principal dwelling. Granny units shall be designed so as not to adversely affect the single family character of the surrounding neighborhood. (Ord. 537 § 1, 2011; Ord. 505 § 2, 2006)

Chapter 18.90 Supplemental Regulations

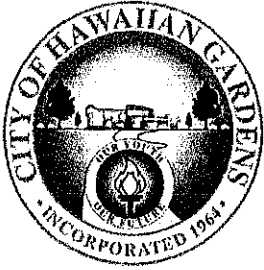
18.90.100 Guest House.

This Section provides standards for the development of guest houses intended solely for the occupancy of short-term guests of the residents of the primary single-family dwelling unit.

A. Minor Use Permit Required. A minor use permit may be granted for the creation of a guest house in compliance with the standards in this Section.

B. Design and Development Standards.

1. The maximum size of a guest house shall be 400 square feet and shall be either attached to the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.
2. A guest house shall contain only sleeping and sanitary facilities. No kitchen or food preparation area or appliances shall be provided.
3. One additional parking space shall be required for the guest house, which may be uncovered and located within the rear yard setback.
4. Guest houses shall conform to all property development regulations in the zone in which they are located, including those related to accessory structures and uses.
5. Building materials, architectural design, colors, and exterior finishes of the guest house shall be substantially the same as those on the principal dwelling. Guest houses shall be designed so as not to adversely affect the single-family character of the surrounding neighborhood. (Ord. 537 § 1, 2011)



**CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT**

P. 112

Agenda Item No.: P-1

City Manager: [Signature]

DATE: November 12, 2019
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Linda Hollinsworth, Finance Director/Treasurer [Signature]
SUBJECT: TREASURER'S REPORT FOR SEPTEMBER 2019

SUMMARY

The attached Treasurer's Report provides balances for the month of September 2019. During this period the City investments were in compliance with its Investment Policy and the City had sufficient cash reserves to meet the expenditure requirement for operations for the next six (6) months.

The City maintains checking accounts for general operations, payroll, the housing account and the Civic League. In addition, we maintain an investment account with LAIF. Funds are also retained by the Bank of New York Mellon for the Successor Agency Bond payments. The general operating account and LAIF represent cash transactions for multiple funds (Pooled Cash) with the amount available for each fund tracked in the general ledger. Interest earned through LAIF is allocated quarterly to each fund based on the balance shown in the general ledger.

FISCAL IMPACT

None

RECOMMENDATION

Receive and File

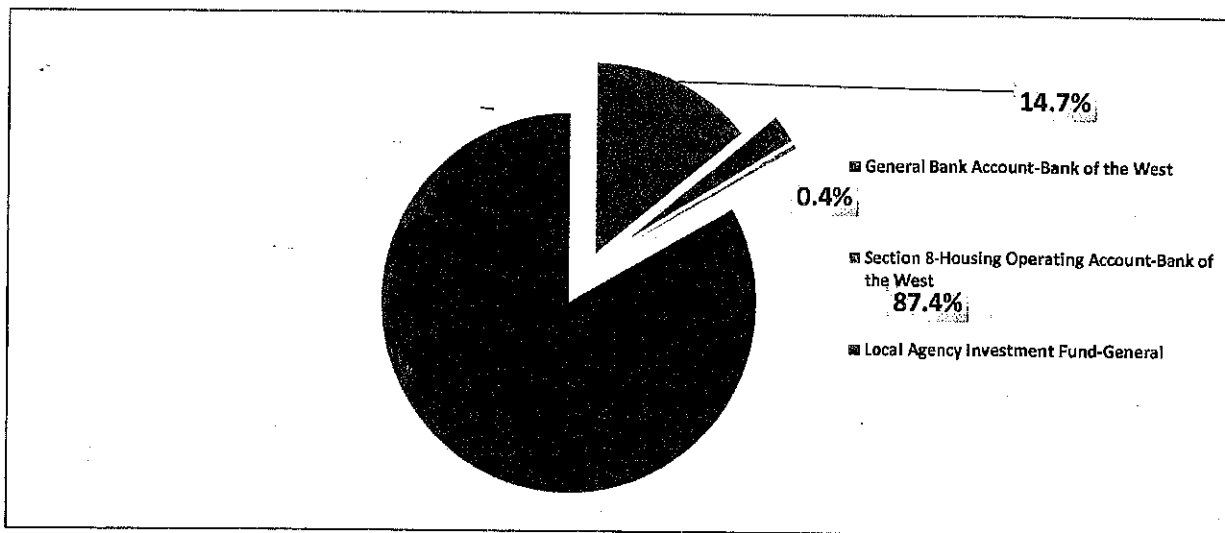
ATTACHMENTS

Treasurer's Report for the period of September 2019
PMIA Average Monthly Effective Yields

CITY OF HAWAIIAN GARDENS

Treasurer's Report
As of September 2019

	Percent of Total	Amount
Operating Accounts		
General Bank Account-Bank of the West - Pooled Cash	14.7%	4,381,295
Payroll Bank Account-Bank of the West- ZBA	-2.5%	-
Section 8-Housing Operating Account-Bank of the West	0.4%	119,919
Investment Accounts		
Local Agency Investment Fund-Pooled Cash	87.4%	26,068,059
Total Cash & Cash Equivalent Invested by City Treasurer		30,569,273



Not Included in above:

Petty Cash	3,150
Successor Agency Cash - BNY	22,847

Total Cash Per City's Books **30,595,270**

I certify that the City of Hawaiian Gardens investments have at all times, during the period of September 2019 been in compliance with its Investment Policy and the City has had sufficient cash reserves for six months of operations.


Linda Hollinsworth, Finance Director/Treasurer

11/5/19
Date



**CALIFORNIA STATE TREASURER
FIONA MA, CPA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
09/30/19	2.25	2.34	185
10/01/19	2.22	2.22	200
10/02/19	2.22	2.22	200
10/03/19	2.21	2.22	198
10/04/19	2.21	2.22	198
10/05/19	2.21	2.21	198
10/06/19	2.21	2.21	198
10/07/19	2.21	2.21	197
10/08/19	2.21	2.21	197
10/09/19	2.21	2.21	196
10/10/19	2.20	2.21	199
10/11/19	2.20	2.21	200
10/12/19	2.20	2.21	200
10/13/19	2.20	2.21	200
10/14/19	2.20	2.21	197
10/15/19	2.20	2.21	198
10/16/19	2.19	2.21	197
10/17/19	2.19	2.21	198
10/18/19	2.18	2.20	198
10/19/19	2.18	2.20	198
10/20/19	2.18	2.20	198
10/21/19	2.18	2.20	196
10/22/19	2.18	2.20	195
10/23/19	2.18	2.20	194
10/24/19	2.17	2.20	196
10/25/19	2.17	2.20	198
10/26/19	2.17	2.20	198
10/27/19	2.17	2.20	198
10/28/19	2.17	2.19	196
10/29/19	2.16	2.19	198
10/30/19	2.16	2.19	199

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

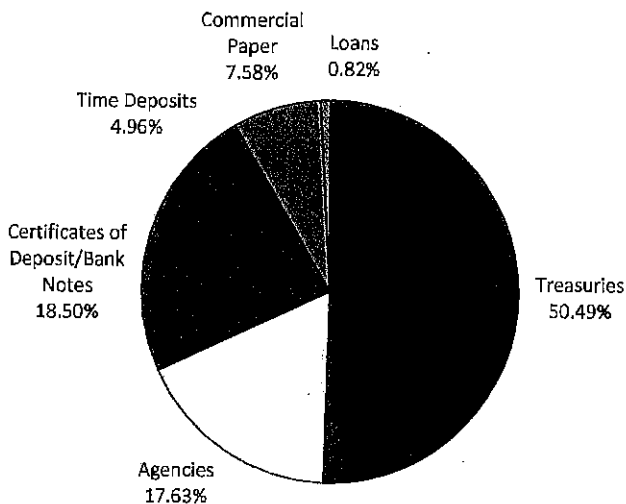
Quarter Ending 09/30/19

Apportionment Rate: 2.45
 Earnings Ratio: .00006701807521016
 Fair Value Factor: 1.001642817
 Daily: 2.25%
 Quarter to Date: 2.34%
 Average Life: 185

PMIA Average Monthly Effective Yields

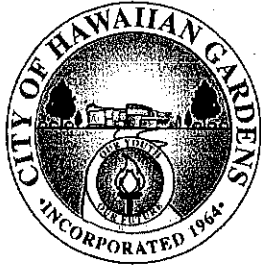
Sep 2019 2.280
 Aug 2019 2.341
 July 2019 2.379

**Pooled Money Investment Account
Portfolio Composition
09/30/19
\$97.4 billion**




Percentages may not total 100% due to rounding


Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).
 Based on data available as of 10/30/2019



**CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT**

Agenda Item No.: B-2

City Manager: 

DATE: November 12, 2019
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Linda Hollinsworth, Finance Director/Treasurer 
SUBJECT: BUSINESS LICENSE QUARTERLY REPORT FOR THE PERIOD OF JULY TO SEPTEMBER 2019

SUMMARY

The attached report presents a list of new business licenses issued by the City of Hawaiian Gardens during the period of July to September 2019 grouped by type of business.

RECOMMENDATION

Receive and file

ATTACHMENTS

Business License Report – July to September 2019

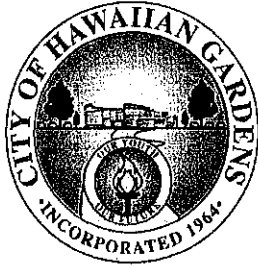
NEW BUSINESS LICENSES ISSUED

P. 116

July to September 2019

11/1/2019

Business Name	Business Address	Start Date
008100 - INVESTMENTS		
BRMG Financial Investments, LLC	12362 211TH ST HAWAIIAN GARDENS CA 90716	6/10/2019
008200 - CONTRACTOR/GENERAL OR SUB		
A/C & Heat Services	16155 SIERRA LAKES PKWY FONTANA CA 92336	7/16/2019
Alfaro Communication Construction Inc	15614 S ATLANTIC AVE COMPTON CA 90221	9/23/2019
AMJ Roofing CA	164 S BETH CIR ANAHEIM CA 92806	9/11/2019
AM-TEC TOTAL SECURITY, INC	4075 SCHAEFER AVE CHINO CA 91710	8/19/2019
Dominguez General Engineering, Inc	11096 PIPELINE AVE POMONA CA 91766	8/26/2019
Doug Bang Sign	3620 W PICO BLVD LOS ANGELES CA 90019	7/30/2019
El Portal Roofing	12415 AVALON BLVD LOS ANGELES CA 90061	8/5/2019
GJ SIGNS	1405 W OLYMPIC BLVD MONTEBELLO CA 90640	8/22/2019
Golden Line Construction	1812 W BURBANK BLVD #201 BURBANK CA 91506	7/23/2019
Independent Management Services	7265 SKYVIEW DR RIVERSIDE CA 92509	7/29/2019
Infrastructure Engineers	3060 SATURN ST STE 250 BREA CA 92821	6/11/2019
ZZ Construction & Remodeling Corp	11181 ENTERPRISE DR LOS ALAMITOS CA 90720	8/5/2019
010400 - PROFESSIONAL		
Cesar Raul Sotelo	12103 CARSON ST HAWAIIAN GARDENS CA 90716	8/1/2019
Dudek	605 3RD ST ENCINITAS CA 92024	7/1/2019
011100 - HOME OCCUPATION		
Marra	21913 BELSHIRE AVE #14 HAWAIIAN GARDENS CA 90716	9/1/2019
012101 - RESIDENTIAL RENTAL		
Julia Haldeman	22312 SEINE AVE HAWAIIAN GARDENS CA 90716	1/1/2019
012200 - RETAIL/SERVICE BUSINESS		
KC Espresso Sales & Service	12062 CENTRALIA RD #A HAWAIIAN GARDENS CA 90716	4/1/2013
Superprime	9950 JEFFERSON BLVD BLDG 3 CULVER CITY CA 90232	9/1/2019
090010 - MASSAGE THERAPIST		
Massage by Ellie	11871 CARSON ST HAWAIIAN GARDENS CA 90716	9/3/2019



**CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT**

Agenda Item No.: B-3 P. 117

City Manager: *[Signature]*

DATE: November 12, 2019
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Linda Hollinsworth, Finance Director/Treasurer *[Signature]*
SUBJECT: RESOLUTION NO. 106-2019
APPROVING PRE-ISSUED AND REGULAR WARRANTS

SUMMARY

For review and approval by the City Council for the pre-issue and regular warrants in the amount of \$716,407.43.

FISCAL IMPACT

Description		Amount
General Fund	Fund 01	\$448,748.38
State Gas Tax Fund	Fund 02	\$ 21,662.23
Public Safety	Fund 03	\$ 5,497.68
Proposition C Fund	Fund 06	\$ 2,565.10
Proposition A Fund	Fund 07	\$ 2,964.56
CDBG	Fund 10	\$ 824.05
SELACO WIB	Fund 12	\$ 955.15
Lighting & Landscape District Fund	Fund 21	\$ 21,209.30
Section 8 Housing Vouchers Fund	Fund 28	\$ 5,764.88
Low Mod Housing	Fund 28	\$ 62,300.00
Capital Projects	Fund 30	\$ 35,328.25
Capital Projects - Non CIP	Fund 31	\$ 108,587.85
Total		\$ 716,407.43

RECOMMENDATION

Adopt Resolution No. 106-2019.

ATTACHMENTS

Resolution No: 106-2019
Invoice Approval List by Fund Reports

**CITY OF HAWAIIAN GARDENS
RESOLUTION NO. 106-2019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING PRE-ISSUED WARRANTS AND REGULAR WARRANTS IN THE AMOUNT OF \$716,407.43

WHEREAS, in the course of conducting municipal business, the City of Hawaiian Gardens has incurred expenses in need of payment; and

WHEREAS, a register of demands has been prepared for City Council approval.

NOW, THEREFORE, be it resolved by the City Council of the City of Hawaiian Gardens as follows:

Section 1. The City Council approves the warrant register in the following amounts:

Description		Amount
General Fund	Fund 01	\$448,748.38
State Gas Tax Fund	Fund 02	\$ 21,662.23
Public Safety	Fund 03	\$ 5,497.68
Proposition C Fund	Fund 06	\$ 2,565.10
Proposition A Fund	Fund 07	\$ 2,964.56
CDBG	Fund 10	\$ 824.05
SELACO WIB	Fund 12	\$ 955.15
Lighting & Landscape District Fund	Fund 21	\$ 21,209.30
Section 8 Housing Vouchers Fund	Fund 28	\$ 5,764.88
Low Mod Housing	Fund 28	\$ 62,300.00
Capital Projects	Fund 30	\$ 35,328.25
Capital Projects - Non CIP	Fund 31	\$ 108,587.85
Total		\$ 716,407.43

Section 2. The Mayor, or presiding officer, is hereby authorized to sign Resolution No. 106-2019 indicating the City Council's approval of said Resolution, and the City Clerk, or duly appointed staff, is hereby directed to attest thereto.

Section 3. These authorized disbursements, made with available funding, are approved by the City Council.

PASSED, APPROVED AND ADOPTED on this 12th day of November 2019, by the City Council of the City of Hawaiian Gardens.

CITY OF HAWAIIAN GARDENS

**Myra Maravilla,
Mayor**

ATTEST:

Lucie Colombo, CMC, CPMC
City Clerk

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4150 FINANCE DEPARTMENT							
01-4150-4285.0000 STAFF DEVEL							
	GOVERNMENT TAX SEMINA	GTS191203	2019 GOVT TAX SEMINAR/TRA	60400	10/22/2019	10/22/2019	430.00
	GOVERNMENT TAX SEMINA	GTS191203	2019 GOVT TAX SEMINAR/TRA	60400	10/22/2019	10/22/2019	430.00
							860.00
Total Dept. FINANCE DEPARTMENT:							860.00
Dept: 4311 PUBLIC WORKS							
01-4311-4220.1940 UTILITIES/ELE							
	SOUTHERN CALIF EDISON C	4015-FEB19	2.14 - 3.18.19 SER PER	60401	03/20/2019	03/20/2019	286.61
	SOUTHERN CALIF EDISON C	4015-FEB19	2.14 - 3.18.19 SER PER	60401	03/20/2019	03/20/2019	728.33
	SOUTHERN CALIF EDISON C	4015-FEB19	2.14 - 3.18.19 SER PER	60401	03/20/2019	03/20/2019	1,272.03
							2,286.97
Total Dept. PUBLIC WORKS:							2,286.97
Dept: 4417 LEE WARE POOL							
01-4417-4238.0041 SWIM TEAM							
	SOUTHERN CALIFORNIA SW	SCS191102-03	NOV 2-3, 2019 LEE WARE SWI	60403	10/21/2019	10/21/2019	450.00
	SOUTHERN CALIFORNIA SW	SCS191028	SWIM TEAM REGISTRATION	60402	10/28/2019	10/28/2019	85.00
	SOUTHERN CALIFORNIA SW	SCS191028	SWIM TEAM REGISTRATION	60402	10/28/2019	10/28/2019	1,190.00
							1,725.00
Total Dept. LEE WARE POOL:							1,725.00
Dept: 4419 SENIOR CITIZENS CE							
01-4419-4208.0000 EXCURSIONS							
	GOOD TIMES TRAVEL, INC.	GTT200122-24	01.22-24.2020 SENIOR EXCUR:	60399	09/13/2019	10/01/2019	600.00
							600.00
tal Dept. SENIOR CITIZENS CENTER:							600.00
tal Fund GENERAL FUND:							5,471.97
Grand Total:							5,471.97

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Fund: 01 GENERAL FUND							
Dept: 4417 LEE WARE POOL							
01-4417-4238.0041 SWIM TEAM							
	SOUTHERN CALIFORNIA SW	SCS191028A	SWIM TEAM REGISTRATION &	60404	10/28/2019	10/28/2019	1,445.00
	SOUTHERN CALIFORNIA SW	SCS191028A	SWIM TEAM REGISTRATION &	60404	10/28/2019	10/28/2019	1,190.00
							<u>2,635.00</u>
						Total Dept. LEE WARE POOL:	<u>2,635.00</u>
						tal Fund GENERAL FUND:	<u>2,635.00</u>
						Grand Total:	<u>2,635.00</u>

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Fund: 01 GENERAL FUND							
Dept: 0000 ASSETS							
01-0000-2149.0000	LIABILITY INS						
	ALLIANT INSURANCE SERV	LIANT190701-190930	HAWAGAR-01 QRTL REPT	1053915	10/24/2019	10/24/2019	2,524.00
							2,524.00
01-0000-2176.0000	NOTES PAYAE						
	SOUTHERN CALIF EDISON C	3733-AUGSEPT19	08.14 - 09.13.19 / 09.13 -	60393	10/17/2019	10/17/2019	2,170.76
							2,170.76
01-0000-3520.0000	RECREATION						
	AVINA/OLIVIA//	AVINA191026	10.26.19 FACILITY RENTAL	60372	10/26/2019	10/26/2019	750.00
	PENA/BLANCA//	PENA191019	10.19.19 FACILITY RENTAL	60381	10/19/2019	10/19/2019	500.00
							1,250.00
Total Dept. ASSETS:							5,944.76
Dept: 4140 CITY CLERK							
01-4140-4200.0000	CONTRACT S						
	GUZMAN/JOSEPHINE M.//	HG 2019-03	04.09.19 & 04.23.19 COUNCIL	1053921	08/04/2019	10/01/2019	227.50
	GUZMAN/JOSEPHINE M.//	HG 2019-04	02.26.19 CC, PFA, SARDA & PF	1053921	08/25/2019	10/01/2019	245.00
	GUZMAN/JOSEPHINE M.//	HG 2019-05	03.12.19 REG & SP COUNCIL	1053921	08/25/2019	10/01/2019	157.50
	GUZMAN/JOSEPHINE M.//	HG 2019-06	02.13.19 & 05.28.19 COUNCIL	1053921	09/07/2019	10/01/2019	262.50
							892.50
Total Dept. CITY CLERK:							892.50
Dept: 4150 FINANCE DEPARTMENT							
01-4150-4200.0000	CONTRACT S						
	APPLE ONE EMPLOYMENT S	01-5397973	W/E 10.19.19 CITY HALL	60370	10/23/2019	10/23/2019	726.16
							726.16
01-4150-4300.0000	OFFICE SUPP						
	STAPLES BUSINESS ADVAN	3427929751	OFFICE SUPPLIES FINANCE	1053926	10/12/2019	10/12/2019	77.23
							77.23
01-4150-4330.0000	SPECIAL SUP						
	STAPLES BUSINESS ADVAN	3427929754	CITY HALL BREAK ROOM SUP	1053926	10/12/2019	10/12/2019	290.98
							290.98
Total Dept. FINANCE DEPARTMENT:							1,094.37
Dept: 4180 PLANNING							
01-4180-4110.0000	AUTOMOTIVE						
	FIVE STAR SYNERGY, INC.	2019-094	MAY - SEPT 2019 CARWASH C	1053919	10/02/2019	10/02/2019	64.00
							64.00
Total Dept. PLANNING:							64.00
Dept: 4191 COMMUNITY INFORM							
01-4191-4221.0000	UTILITIES/PHI						
	AT & T GLOBAL SERVICES, I	SB147807	10.11.19 - 01.10.20 MAINT	60371	10/11/2019	10/11/2019	414.78
	AT & T GLOBAL SERVICES, I	SB147951	10.28 - 11.27.19 MAINT	60371	10/14/2019	10/14/2019	260.76
							675.54
Total Dept. COMMUNITY INFORMATION:							675.54
Dept: 4193 COMMUNITY RELATIC							
01-4193-4337.0000	UNIFORMS AN						

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01-4311-4220.0000	UTILITIES/ELE						
	SOUTHERN CALIF EDISON C	3733-AUGSEPT19	08.14 - 09.13.19 / 09.13 -	60393	10/17/2019	10/17/2019	19.73
	SOUTHERN CALIF EDISON C	3733-AUGSEPT19	08.14 - 09.13.19 / 09.13 -	60393	10/17/2019	10/17/2019	168.09
	SOUTHERN CALIF EDISON C	3733-AUGSEPT19	08.14 - 09.13.19 / 09.13 -	60393	10/17/2019	10/17/2019	6,499.86
	SOUTHERN CALIF EDISON C	3733-AUGSEPT19	08.14 - 09.13.19 / 09.13 -	60393	10/17/2019	10/17/2019	180.12
	SOUTHERN CALIF EDISON C	3733-AUGSEPT19	08.14 - 09.13.19 / 09.13 -	60393	10/17/2019	10/17/2019	30.74
							6,898.54
01-4311-4220.1220	UTIL/ELEC/211						
	SOUTHERN CALIF EDISON C	3733-AUGSEPT19	08.14 - 09.13.19 / 09.13 -	60393	10/17/2019	10/17/2019	5,417.21
							5,417.21
01-4311-4220.1940	UTILITIES/ELE						
	SOUTHERN CALIF EDISON C	4015-AUGSEPT19	08.15 - 09.16.19 / 09.16 -	60394	10/18/2019	10/18/2019	4.19
	SOUTHERN CALIF EDISON C	4015-AUGSEPT19	08.15 - 09.16.19 / 09.16 -	60394	10/18/2019	10/18/2019	967.80
	SOUTHERN CALIF EDISON C	4015-AUGSEPT19	08.15 - 09.16.19 / 09.16 -	60394	10/18/2019	10/18/2019	107.67
	SOUTHERN CALIF EDISON C	4015-AUGSEPT19	08.15 - 09.16.19 / 09.16 -	60394	10/18/2019	10/18/2019	921.53
	SOUTHERN CALIF EDISON C	4015-AUGSEPT19	08.15 - 09.16.19 / 09.16 -	60394	10/18/2019	10/18/2019	94.78
	SOUTHERN CALIF EDISON C	4015-AUGSEPT19	08.15 - 09.16.19 / 09.16 -	60394	10/18/2019	10/18/2019	771.49
	SOUTHERN CALIF EDISON C	4015-AUGSEPT19	08.15 - 09.16.19 / 09.16 -	60394	10/18/2019	10/18/2019	914.56
							3,782.02
							Total Dept. PUBLIC WORKS: 18,930.67
Dept: 4410 PARK AND RECREATI							
01-4410-4200.0000	CONTRACT S						
	CANTO/MARIA G//	115	10.09 - 10.14.19 ZUMBA	60374	10/18/2019	10/18/2019	100.00
	GARCIA/VANESSA//	165	10.07 - 10.16.19 ZUMBA	1053920	10/24/2019	10/24/2019	105.00
	TORRES/NOEMI//	276	10.07 - 10.17.19 COMPUTER LA	1053927	10/23/2019	10/23/2019	384.00
							589.00
01-4410-4221.0000	UTILITIES/PHI						
	CONTRERAS/JESUS//	CELL-SEP-19	REIMB EMP/CELL PHN/SEPT 2	60375	10/17/2019	10/17/2019	40.00
							40.00
							Total Dept. PARK AND RECREATION: 629.00
Dept: 4413 YOUTH SPORTS							
01-4413-4221.0000	UTILITIES/PHI						
	CORNEJO/GLYNN//	CELL-JAN-19	REIMB EMP/CELL PHN/JAN 20	60376	02/19/2019	10/01/2019	40.00
	CORNEJO/GLYNN//	CELL-FEB-19	REIMB EMP/CELL PHN/FEB 20	60376	03/19/2019	10/01/2019	40.00
	CORNEJO/GLYNN//	CELL-MAR-19	REIMB EMP/CELL PHN/MAR 20	60376	04/19/2019	10/01/2019	40.00
	CORNEJO/GLYNN//	CELL-APR-19	REIMB EMP/CELL PHN/APR 20	60376	05/19/2019	10/01/2019	40.00
	CORNEJO/GLYNN//	CELL-MAY-19	REIMB EMP/CELL PHN/MAY 20	60376	06/19/2019	10/01/2019	40.00
	CORNEJO/GLYNN//	CELL-JUNE-19	REIMB EMP/CELL PHN/JUNE 2	60376	07/19/2019	10/01/2019	40.00
	CORNEJO/GLYNN//	CELL-JUL-19	REIMB EMP/CELL PHN/JULY 21	60376	08/19/2019	10/01/2019	40.00
	CORNEJO/GLYNN//	CELL-AUG-19	REIMB EMP/CELL PHN/AUG 20	60376	09/19/2019	10/01/2019	40.00
							320.00
							Total Dept. YOUTH SPORTS: 320.00
Dept: 4415 C. ROBERT LEE CEN							
01-4415-4150.0000	EQUIPMENT I						
	MOOD MEDIA NORTH AMER	4010619	PA SYSTEM INSPECTION	60380	03/05/2018	10/01/2019	260.00
							260.00
							Total Dept. C. ROBERT LEE CENTER: 260.00
Dept: 4417 LEE WARE POOL							
01-4417-4238.0041	SWIM TEAM						
	SOUTHERN CALIFORNIA SW	SCS191102-03	NOV 2-3, 2019 LEE WARE SWI	60396	10/21/2019	10/21/2019	450.00
	SOUTHERN CALIFORNIA SW	SCS191028	SWIM TEAM REGISTRATION	60396	10/28/2019	10/28/2019	85.00
	SOUTHERN CALIFORNIA SW	SCS191028	SWIM TEAM REGISTRATION	60396	10/28/2019	10/28/2019	1,190.00

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							1,725.00
Total Dept. LEE WARE POOL:							1,725.00
Dept: 4418 NEIGHBORHOOD PAF							
01-4418-4151.0000	BUILDING & C						
	AMERICAN CITY PEST-TERM	441495	10/19 PEST CONTROL - ELKS	1053916	10/18/2019	10/18/2019	47.50
	SIGNAL HILL AUTO ENTERPI	115465	JANITORIAL SUPPLIES	60383	09/20/2019	10/01/2019	346.59
							394.09
01-4418-4151.0600	CLARKDALE F						
	AMERICAN CITY PEST-TERM	444365	10/19 PEST CONTROL - 22008	1053916	10/18/2019	10/18/2019	50.00
							50.00
01-4418-4151.0800	FURGESON						
	AMERICAN CITY PEST-TERM	441493	10/19 PEST CONTROL - 22215	1053916	10/18/2019	10/18/2019	47.50
							47.50
01-4418-4200.0000	CONTRACT S						
	CALIFORNIA WATERS DEVE	6185	2019 SEASONAL START-UP	60373	06/30/2019	10/01/2019	1,950.00
	CALIFORNIA WATERS DEVE	6186	04/19 - SPLASH PAD MAINT	60373	06/30/2019	10/01/2019	642.50
	CALIFORNIA WATERS DEVE	6187	05/19 - SPLASH PAD MAINT	60373	06/30/2019	10/01/2019	2,570.00
	CALIFORNIA WATERS DEVE	6188	06/19 - SPLASH PAD MAINT	60373	06/30/2019	10/01/2019	2,570.00
	CALIFORNIA WATERS DEVE	6361	07/19 - SPLASH PAD MAINT	60373	07/31/2019	10/01/2019	2,570.00
	CALIFORNIA WATERS DEVE	6743	2019 SEASONAL WINTERIZATI	60373	09/30/2019	10/01/2019	1,750.00
							12,052.50
ept. NEIGHBORHOOD PARK/FIELDS:							12,544.09
Dept: 4419 SENIOR CITIZENS CE							
01-4419-4336.0000	SENIOR PROX						
	CANTO/MARIA G//	115	10.09 - 10.14.19 ZUMBA	60374	10/18/2019	10/18/2019	40.00
							40.00
tal Dept. SENIOR CITIZENS CENTER:							40.00
Dept: 4421 RECREATION SPECIA							
01-4421-4331.0009	VETERANS D,						
	BAZUA SIGNS & GRAPHICS	433	VETERANS EVENT FLYERS	1053917	10/03/2019	10/03/2019	211.34
	MITCHELL JR./TROY ANTHO	MITCHELL191111	VETERANS EVENT PERFORM.	60379	10/23/2019	10/23/2019	300.00
							511.34
ept. RECREATION SPECIAL EVENTS:							511.34
Dept: 4425 COMMUNITY OUTREA							
01-4425-4330.0031	TATTOO REMO						
	CLEAN SLATE INC.	HG 10-2019	OCT 2019 TATTOO REMOVAL (	1053918	10/23/2019	10/23/2019	1,170.00
							1,170.00
COMMUNITY OUTREACH SERVICES:							1,170.00
Dept: 4427 FEDDE SPORTS COM							
01-4427-4151.0000	BUILDING & C						
	AMERICAN CITY PEST-TERM	443519	10/19 PEST CONTROL - 21409	1053916	10/18/2019	10/18/2019	87.00
	AMERICAN CITY PEST-TERM	443854	10/19 PEST CONTROL - 21409	1053916	10/18/2019	10/18/2019	68.00
							155.00
01-4427-4220.0000	UTILITIES/ELE						
	SOUTHERN CALIF EDISON (	6039-SEPT19	09.13 - 10.15.19 SER PER	60390	10/19/2019	10/19/2019	3,571.49
	SOUTHERN CALIF EDISON (6039-SEPT19	09.13 - 10.15.19 SER PER	60390	10/19/2019	10/19/2019	4,616.20
							8,187.69
tal Dept. FEDDE SPORTS COMPLEX:							8,342.69

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tal Fund GENERAL FUND:							54,228.21
Fund: 02 STATE GAS FUND							
Dept: 4340 PW/STREET MAINTEN							
02-4340-4225.0000 STREET SWE							
	NATIONWIDE ENVIRONMEN	30388	OCT 2019 STREET SWEEPING	1053924	10/15/2019	10/15/2019	9,336.83
							<u>9,336.83</u>
al Dept. PW/STREET MAINTENANCE:							9,336.83
al Fund STATE GAS FUND:							9,336.83
Fund: 06 PROPOSITION C							
Dept: 4510 PARATRANSIT PROG							
06-4510-4150.0000 EQUIPMENT M							
	ABILITY CENTER	0243716-IN	# 54 LIFT EQUIPMENT RPLC R	60369	10/24/2019	10/24/2019	310.00
							<u>310.00</u>
otal Dept. PARATRANSIT PROGRAM:							310.00
tal Fund PROPOSITION C:							310.00
Fund: 07 PROPOSITION A							
Dept: 4511 RECREATIONAL TRAI							
07-4511-4150.0000 EQUIPMENT M							
	ABILITY CENTER	0243716-IN	# 54 LIFT EQUIPMENT RPLC R	60369	10/24/2019	10/24/2019	310.00
							<u>310.00</u>
RECREATIONAL TRANSIT PROGRAM:							310.00
Dept: 4513 BUS PASS SUBSIDY							
07-4513-4200.0000 CONTRACT S							
	LA COUNTY METRO TRANS	104550	10.01.19 - BUS PASSES	1053922	10/31/2019	10/31/2019	20.00
							<u>20.00</u>
Total Dept. BUS PASS SUBSIDY:							20.00
tal Fund PROPOSITION A:							330.00
Fund: 12 SELACO WIB							
Dept: 4430 CITY COSTS YEP							
12-4430-4200.0000 CONTRACT S							
	ROMERO/EVANGELINA//	YEP19-10-25	10.12 - 10.25.19 PAY PERIOD	1053925	10/25/2019	10/25/2019	378.00
							<u>378.00</u>
Total Dept. CITY COSTS YEP:							378.00
Total Fund SELACO WIB:							378.00
Fund: 21 LIGHTING/LANDSCAPIN							
Dept: 4340 PW/STREET MAINTEN							
21-4340-4220.0000 UTILITIES/ELE							

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SOUTHERN CALIF EDISON C		6669-SEPT19	09.12 - 10.11.19 SER PER	60391	10/17/2019	10/17/2019	0.69
SOUTHERN CALIF EDISON C		6669-SEPT19	09.12 - 10.11.19 SER PER	60391	10/17/2019	10/17/2019	12.93
SOUTHERN CALIF EDISON C		3703-SEPT19	09.12 - 10.11.19 SER PER	60386	10/17/2019	10/17/2019	65.02
SOUTHERN CALIF EDISON C		3703-SEPT19	09.12 - 10.11.19 SER PER	60386	10/17/2019	10/17/2019	61.30
SOUTHERN CALIF EDISON C		3703-SEPT19	09.12 - 10.11.19 SER PER	60386	10/17/2019	10/17/2019	44.38
SOUTHERN CALIF EDISON C		3703-SEPT19	09.12 - 10.11.19 SER PER	60386	10/17/2019	10/17/2019	46.68
SOUTHERN CALIF EDISON C		3302-SEPT19	09.12 - 10.11.19 SER PER	60384	10/17/2019	10/17/2019	0.40
SOUTHERN CALIF EDISON C		3302-SEPT19	09.12 - 10.11.19 SER PER	60384	10/17/2019	10/17/2019	9.75
SOUTHERN CALIF EDISON C		4224-SEPT19	09.13 - 10.15.19 SER PER	60388	10/19/2019	10/19/2019	0.44
SOUTHERN CALIF EDISON C		4224-SEPT19	09.13 - 10.15.19 SER PER	60388	10/19/2019	10/19/2019	10.84
SOUTHERN CALIF EDISON C		3787-SEPT19	09.13 - 10.15.19 SER PER	60387	10/19/2019	10/19/2019	0.32
SOUTHERN CALIF EDISON C		3787-SEPT19	09.13 - 10.15.19 SER PER	60387	10/19/2019	10/19/2019	13.49
SOUTHERN CALIF EDISON C		3647-SEPT19	09.13 - 10.15.19 SER PER	60385	10/19/2019	10/19/2019	0.26
SOUTHERN CALIF EDISON C		3647-SEPT19	09.13 - 10.15.19 SER PER	60385	10/19/2019	10/19/2019	13.41
SOUTHERN CALIF EDISON C		5423-SEPT19	09.13 - 10.15.19 SER PER	60389	10/19/2019	10/19/2019	0.39
SOUTHERN CALIF EDISON C		5423-SEPT19	09.13 - 10.15.19 SER PER	60389	10/19/2019	10/19/2019	13.68
SOUTHERN CALIF EDISON C		6992-AUGSEPT19	08.16 - 09.17.19 / 09.17 -	60395	10/19/2019	10/19/2019	0.28
SOUTHERN CALIF EDISON C		6992-AUGSEPT19	08.16 - 09.17.19 / 09.17 -	60395	10/19/2019	10/19/2019	0.78
SOUTHERN CALIF EDISON C		6992-AUGSEPT19	08.16 - 09.17.19 / 09.17 -	60395	10/19/2019	10/19/2019	0.41
SOUTHERN CALIF EDISON C		6992-AUGSEPT19	08.16 - 09.17.19 / 09.17 -	60395	10/19/2019	10/19/2019	9.98
SOUTHERN CALIF EDISON C		6992-AUGSEPT19	08.16 - 09.17.19 / 09.17 -	60395	10/19/2019	10/19/2019	13.41
SOUTHERN CALIF EDISON C		8710-SEPT19	09.01 - 10.01.19 SER PER	60392	10/19/2019	10/19/2019	471.58
SOUTHERN CALIF EDISON C		8710-SEPT19	09.01 - 10.01.19 SER PER	60392	10/19/2019	10/19/2019	423.49

1,213.91

al Dept. PW/STREET MAINTENANCE: 1,213.91

LANDSCAPING ASSESMENT: 1,213.91

Fund: 28 SECTION 8 HOUSING VOUCHERS
Dept: 4808 SECTION 8 HOUSING
 28-4808-4200.0000 CONTRACT SERVICES
 PHILLIPS/KELLY//

HG2019-01	09.09 - 10.03.19 CONSULTING	60382	10/03/2019	10/03/2019	3,217.50
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3,217.50

Total Dept. SECTION 8 HOUSING: 3,217.50

SECTION 8 HOUSING VOUCHERS: 3,217.50

Fund: 29 PHA - LOW MOD HOUSING
Dept: 4910 HOUSING
 29-4910-4463.0000 REHABILITATION
 HERNANDEZ/RUDY//

185233	12318 - 12320 224TH ST	60378	10/09/2019	10/09/2019	21,435.00
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21,435.00

Total Dept. HOUSING: 21,435.00

PHA - LOW MOD HOUSING: 21,435.00

Fund: 31 CAPITAL PROJECTS - NON CIP
Dept: 4180 PLANNING
 31-4180-5215.0002 ADU PREPARATION
 MIG, INC.

61015	09.01 - 09.30.19 PROF SVCS	1053923	10/11/2019	10/11/2019	5,583.75
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5,583.75

Total Dept. PLANNING: 5,583.75

CAPITAL PROJECTS - NON CIP: 5,583.75

Grand Total: 96,033.20

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Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	54,228.21	0.00
02	STATE GAS FUND	9,336.83	0.00
06	PROPOSITION C	310.00	0.00
07	PROPOSITION A	330.00	0.00
12	SELACO WIB	378.00	0.00
21	LIGHTING/LANDSCAPING ASSESMENT	1,213.91	0.00
28	SECTION 8 HOUSING VOUCHERS	3,217.50	0.00
29	PHA - LOW MOD HOUSING	21,435.00	0.00
31	CAPITAL PROJECTS - NON CIP	5,583.75	0.00
Grand Total:		96,033.20	0.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4311 PUBLIC WORKS							
01-4311-4219.0000	UTILITIES/WA						
	CITY OF LONG BEACH	CLB191022	9.18 - 10.18.19 SER PER	641	10/22/2019	10/22/2019	1,659.72
							<u>1,659.72</u>
							Total Dept. PUBLIC WORKS: 1,659.72
							tal Fund GENERAL FUND: 1,659.72
Fund: 21 LIGHTING/LANDSCAPING							
Dept: 4340 PW/STREET MAINTENANCE							
21-4340-4219.0000	UTILITIES/WA						
	CITY OF LONG BEACH	CLB191022	9.18 - 10.18.19 SER PER	641	10/22/2019	10/22/2019	111.85
	CITY OF LONG BEACH	CLB191022	9.18 - 10.18.19 SER PER	641	10/22/2019	10/22/2019	22.46
							<u>134.31</u>
							al Dept. PW/STREET MAINTENANCE: 134.31
							LANDSCAPING ASSESMENT: 134.31
							<u>Grand Total: 1,794.03</u>

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	1,659.72	0.00
21	LIGHTING/LANDSCAPING ASSESMENT	134.31	0.00
	Grand Total:	<u>1,794.03</u>	<u>0.00</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4191 COMMUNITY INFORM							
01-4191-4221.0000	UTILITIES/PHI						
	TIME WARNER CABLE	0032031102219	OCT SVCS CABLE TV, INTERN	637	10/22/2019	10/22/2019	1,640.95
							<u>1,640.95</u>
							Total Dept. COMMUNITY INFORMATION: 1,640.95
							Total Fund GENERAL FUND: 1,640.95
							Grand Total: 1,640.95

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	1,640.95	0.00
	Grand Total:	<u>1,640.95</u>	<u>0.00</u>

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Total Dept. CITY CLERK:							335.14
Dept: 4150 FINANCE DEPARTMENT							
01-4150-4200.0000	CONTRACT S						
	APPLE ONE EMPLOYMENT S	01-5390175	W/E 10.12.19 CITY HALL	60328	10/16/2019	10/16/2019	976.56
							976.56
Total Dept. FINANCE DEPARTMENT:							976.56
Dept: 4180 PLANNING							
01-4180-4100.0000	LEGAL ADVEF						
	LOS CERRITOS COMMUNIT	33466	10.04.19 NTC OF PUBLIC HEAF	60346	10/04/2019	10/04/2019	1,200.65
							1,200.65
01-4180-4200.0000	CONTRACT S						
	HENRY RADIO, INC.	76895	OCT 2019 RADIO SERVICE	1053885	10/01/2019	10/01/2019	116.14
	SUPERION, LLC	250909	11.01.19 - 10.31.20 CDD	1053908	09/11/2019	10/01/2019	441.00
	SUPERION, LLC	250909	11.01.19 - 10.31.20 CDD	1053908	09/11/2019	10/01/2019	10,781.19
	WILLDAN ENGINEERING	00712925	07.29 - 08.30.19 PROF STAFFIN	1053913	09/23/2019	10/01/2019	17,493.00
							28,831.33
01-4180-4221.0000	UTILITIES/PHI						
	BECERRA/BRENDA//	CELL-JULY-19	REIMB EMP/CELL PHN/JULY 19	60331	07/25/2019	10/01/2019	40.00
	BECERRA/BRENDA//	CELL-AUG-19	REIMB EMP/CELL PHN/AUG 19	60331	08/25/2019	10/01/2019	40.00
	BECERRA/BRENDA//	CELL-SEPT-19	REIMB EMP/CELL PHN/SEPT 1	60331	09/25/2019	10/01/2019	40.00
	DONALDSON/JAMIE//	CELL-JULY-19	REIMB EMP/CELL PHN/JULY 19	1053881	08/03/2019	10/01/2019	40.00
	DONALDSON/JAMIE//	CELL-AUG-19	REIMB EMP/CELL PHN/AUG 19	1053881	09/03/2019	10/01/2019	40.00
	DONALDSON/JAMIE//	CELL-SEPT-19	REIMB EMP/CELL PHN/SEPT 1	1053881	10/03/2019	10/03/2019	40.00
							240.00
01-4180-4238.0004	SIGN PROGR.						
	HERNANDEZ/RUDY//	246337	12149 216TH ST COMMERCIAL	60342	09/02/2019	10/01/2019	3,500.00
	SUCCESS SIGN GROUP	6010	12149 216TH ST COMM SIGN F	60364	09/25/2019	10/01/2019	1,523.19
							5,023.19
01-4180-4238.0005	SECURITY BA						
	AM-TEC TOTAL SECURITY, I	6010	BUMJIM KIM - WINDOW BAR	60326	10/21/2019	10/21/2019	2,758.51
	AM-TEC TOTAL SECURITY, I	6009	F. RODRIGUEZ - WINDOW BAF	60326	10/21/2019	10/21/2019	3,243.59
	HERNANDEZ/RUDY//	185230	12457 BRITTAIN ST WINDOW E	60340	09/30/2019	10/01/2019	635.00
							6,637.10
Total Dept. PLANNING:							41,932.27
Dept: 4190 NON-DEPARTMENTAL							
01-4190-4102.0000	ADVERTISING						
	MOLI-MEX INC.	24923A	DIFFERENCE OWED OF INV# :	1053895	08/16/2019	10/01/2019	226.30
							226.30
Total Dept. NON-DEPARTMENTAL:							226.30
Dept: 4191 COMMUNITY INFORM							
01-4191-4200.0000	CONTRACT S						
	DELGADO/RAMON//	1	PRODUCTION AND WRITING C	60336	10/08/2019	10/08/2019	500.00
							500.00
01-4191-4221.0000	UTILITIES/PHI						
	AT & T GLOBAL SERVICES, I	SB145740	PROGRAMMED PUBLIC SAFE	60329	09/25/2019	10/01/2019	315.00
							315.00
01-4191-4412.0000	CABLE TV PR						
	NIKOLS/KRISTINA//	KN2019-6	JULY/AUG 2019 HOST OF TV S	60351	06/14/2019	10/01/2019	250.00
							250.00
Total Dept. COMMUNITY INFORMATION:							1,065.00

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Dept: 4192 INFORMATION TECH							
01-4192-4200.0000	CONTRACT S SERGIO CUEVA	HGC-12802	SEPT 2019 MONTHLY SERVICE	1053901	10/02/2019	10/02/2019	4,900.00
							<u>4,900.00</u>
							Dept. INFORMATION TECHNOLOGY: 4,900.00
Dept: 4193 COMMUNITY RELATIK							
01-4193-4337.0000	UNIFORMS AT SHOETERIA	0134824-IN	WORK SHOES/UNIFORM - F.LI	1053902	11/30/2018	10/01/2019	100.00
							<u>100.00</u>
							Total Dept. COMMUNITY RELATIONS: 100.00
Dept: 4200 HUMAN RESOURCES							
01-4200-4103.0000	RECRUITMEN PETTY CASHIE.VIGIL	251	PETTY CASH REIMB	60354	10/07/2019	10/07/2019	25.00
							<u>25.00</u>
01-4200-4160.0000	PUBLICATION SOUTHERN CALIF PUBLIC SCPLRC	190801-200731	08.01.19 - 07.31.20 SCPLRC	60362	10/14/2019	10/14/2019	250.00
							<u>250.00</u>
01-4200-4200.0000	CONTRACT S WALKER/KENNETH A.// WALKER/KENNETH A.//	2019012 2019011	09.20.19 PROF HR MANAGEME 10.03 - 10.17.19 PROF HR	60367 60367	09/20/2019 10/17/2019	10/01/2019 10/17/2019	425.00 2,890.00
							<u>3,315.00</u>
01-4200-4221.0000	UTILITIES/PHI MATSON/PATRICK//	9232191280	REIMB EMP/CELL PHN/OCT 20	1053893	09/03/2019	10/01/2019	60.00
							<u>60.00</u>
							Total Dept. HUMAN RESOURCES: 3,650.00
Dept: 4201 EMPLOYEE BENEFIT							
01-4201-4142.0001	CAFETERIA IN AMERICAN FAMILY LIFE ASS	813267	OCT 2019 SUPPLEMENTAL	1053875	10/12/2019	10/12/2019	5,102.74
							<u>5,102.74</u>
							Total Dept. EMPLOYEE BENEFITS: 5,102.74
Dept: 4210 PUBLIC SAFETY							
01-4210-4070.0000	SPECIAL POL L.A. COUNTY SHERIFF'S DE L.A. COUNTY SHERIFF'S DE	200297AL 200298AL	7.02 - 07.18.19 SPECIAL EVEN 7.02 - 07.17.19 SPECIAL EVEN	60344 60344	09/04/2019 09/04/2019	10/01/2019 10/01/2019	10,288.56 1,731.89
							<u>12,020.45</u>
01-4210-4110.0000	AUTOMOTIVE HAWAIIAN GARDENS HAND	SEPT-19PS	SEPT 2019 PUBLIC SAFETY	1053884	09/01/2019	10/01/2019	375.00
							<u>375.00</u>
01-4210-4200.0000	CONTRACT S HENRY RADIO, INC. TREND SYSTEMS GROUP	76895 021627	OCT 2019 RADIO SERVICE QRTLY OCT - DEC 2019	1053885 60366	10/01/2019 09/23/2019	10/01/2019 10/01/2019	384.29 195.00
							<u>579.29</u>
01-4210-4221.0000	UTILITIES/PHI RAYA/CLAUDIA// RAYA/CLAUDIA// RAYA/CLAUDIA//	CELL-JULY-19 CELL-AUG-19 CELL-SEPT-19	REIMB EMP/CELL PHN/JULY 19 REIMB EMP/CELL PHN/AUG 19 REIMB EMP/CELL PHN/SEPT 19	1053899 1053899 1053899	07/13/2019 08/13/2019 09/13/2019	10/01/2019 10/01/2019 10/01/2019	40.00 40.00 40.00
							<u>120.00</u>
01-4210-4330.0000	SPECIAL SUP MOLI-MEX INC.	24902	PUBLIC SAFETY CANOPY	1053895	07/24/2019	10/01/2019	707.69

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							707.69
Total Dept. PUBLIC SAFETY:							13,802.43
Dept: 4311 PUBLIC WORKS							
01-4311-4110.0000	AUTOMOTIVE						
	SOCAL AUTO & TRUCK PAR	341130	VEHICLE MAINT - UNIT 10	60359	10/08/2019	10/08/2019	148.61
							148.61
01-4311-4151.0000	BUILDING & G						
	241-PRAXAIR DISTRIBUTION	90714181	06.20 - 07.20.19 COMPRESSEC	1053872	07/22/2019	10/01/2019	29.35
	241-PRAXAIR DISTRIBUTION	91945697	08.20 - 09.20.19 COMPRESSEC	1053872	09/22/2019	10/01/2019	29.98
	GANAHL LUMBER COMPANY	060475157	MAINT SUPPLIES - SAFETY	60338	09/19/2019	10/01/2019	25.82
	JEFFERSON/JOSEPH TEE//	1307	WIRING REPAIRS - LIBRARY L	1053886	10/04/2019	10/04/2019	175.00
	NIKKIS FLAG SHOP	4235	CITY OF HAWAIIAN GARDENS	60350	10/02/2019	10/02/2019	357.84
	SUPERCO SPECIALTY PROI	PSI308917	JANITORIAL SUPPLIES	1053907	09/13/2019	10/01/2019	497.87
	THOMAS PEREZ	1723	CHAIN LINK REPAIRS	1053909	10/21/2019	10/21/2019	1,200.00
							2,315.86
01-4311-4151.0100	BLDG & GROU						
	GANAHL LUMBER COMPANY	060466544	MAINT SUPPLIES - CITY HALL	60338	08/27/2019	10/01/2019	11.03
	GANAHL LUMBER COMPANY	060465200	MAINT SUPPLIES - CITY HALL	60338	08/28/2019	10/01/2019	62.48
	GANAHL LUMBER COMPANY	060466953	MAINT SUPPLIES - CITY HALL	60338	08/28/2019	10/01/2019	30.53
	GANAHL LUMBER COMPANY	060474899	MAINT SUPPLIES - CITY HALL	60338	09/18/2019	10/01/2019	44.99
							149.03
01-4311-4151.0200	BLDG & GROU						
	VERNE'S PLUMBING, INC.	5617217	CRL - SR CENTER RESTROOM	1053912	10/01/2019	10/01/2019	309.66
							309.66
01-4311-4151.0350	BLDG & GROU						
	GANAHL LUMBER COMPANY	060466924	MAINT SUPPLIES - LW SPECIA	60338	08/28/2019	10/01/2019	10.61
	GANAHL LUMBER COMPANY	060478392	MAINT SUPPLIES - LW SPECIA	60338	09/27/2019	10/01/2019	88.88
							99.49
01-4311-4151.0400	BLDG & GROU						
	DIAZ GATES CORP.	2678	SERVICE CALL/TRANSMITTER	1053880	09/19/2019	10/01/2019	256.01
	RICHARD MACIEL	74279	SAFETY CENTER WINDOW RE	60357	10/09/2019	10/09/2019	1,004.68
							1,260.69
01-4311-4151.5000	TEEN CENTE						
	GANAHL LUMBER COMPANY	060479164	MAINT SUPPLIES - TEEN CEN	60338	09/30/2019	10/01/2019	79.85
	GANAHL LUMBER COMPANY	060479332	MAINT SUPPLIES - TEEN CEN	60338	10/01/2019	10/01/2019	4.92
	GANAHL LUMBER COMPANY	060482164	MAINT SUPPLIES - TEEN CEN	60338	10/08/2019	10/08/2019	103.52
	LINO MARTINEZ	3092A	10.02.19 JANITORIAL SERVICE	1053888	10/17/2019	10/17/2019	680.00
							868.29
01-4311-4152.0000	GRAFFITI REM						
	GANAHL LUMBER COMPANY	060482357	GRAFFITI REMOVAL SUPPLIES	60338	10/08/2019	10/08/2019	135.64
							135.64
01-4311-4160.0000	PUBLICATION						
	DEPARTMENT OF TOXIC SU	201949834	EPA ID VERIFICATION & MANIF	60337	10/15/2019	10/15/2019	175.00
							175.00
01-4311-4200.0000	CONTRACT SI						
	ENVIRONMENTAL RECOVER	0003215-4838-0	HAZ WASTE DISPOSAL	1053882	07/05/2019	10/01/2019	6,661.04
	HENRY RADIO, INC.	76895	OCT 2019 RADIO SERVICE	1053885	10/01/2019	10/01/2019	798.14
	HENRY RADIO, INC.	77163	BASE 2 RADIO REPAIR/DEPRC	1053885	10/10/2019	10/10/2019	150.00
	LINO MARTINEZ	3092	10.16.19 JANITORIAL SVC REC	1053888	10/16/2019	10/16/2019	1,600.00
	STATE OF CALIFORNIA	E-1676427-SN	INSPECTION 21815 PONEER	60363	09/04/2019	10/01/2019	125.00
							9,334.18
01-4311-4221.0000	UTILITIES/PHI						
	MAGDALENO/ANTHONY//	9217041353	REIMB EMP/CELL PHN/AUG 20	60348	08/06/2019	10/01/2019	40.00

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	MALDONADO/DAVID//	9233036659	REIMB EMP/CELL PHN/SEP 20	1053892	10/04/2019	10/04/2019	40.00
	MURGUIA/SANTOS//	CELL-SEPT-19	REIMB EMP/CELL PHN/ SEPT	1053897	09/10/2019	10/01/2019	40.00
	POLANCO/LUIS//	CELL-AUG-19	REIMB EMP/CELL PHN/AUG 20	1053898	08/24/2019	10/01/2019	40.00
	POLANCO/LUIS//	CELL-SEPT-19	REIMB EMP/CELL PHN/SEPT 2	1053898	09/24/2019	10/01/2019	40.00
							200.00
01-4311-4228.0000	SEWER MAIN						
	L.A. COUNTY, DEPT OF P.W	RE-PW-19090900876	AUG 2019 REGULATORY INSP	60345	09/09/2019	10/01/2019	626.50
	L.A. COUNTY, DEPT OF P.W	RE-PW-19100701472	SEP 2019 REGULATORY INSP	60345	10/07/2019	10/07/2019	71.38
							697.88
							Total Dept. PUBLIC WORKS: 15,694.33
Dept: 4312 ENGINEERING							
01-4312-4200.0000	CONTRACT S						
	ADVANCED APPLIED ENGIN	24532A	09.01 - 09.30.19 PROF SVCS	1053874	09/30/2019	10/01/2019	34,843.00
							34,843.00
							Total Dept. ENGINEERING: 34,843.00
Dept: 4314 BUILDING							
01-4314-4200.0000	CONTRACT S						
	TRANSTECH ENGINEERS, II	20192359	AUG 2019 PROF MONTHLY SV	1053910	08/31/2019	10/01/2019	16,032.50
							16,032.50
01-4314-4243.0000	PLAN CHECK						
	TRANSTECH ENGINEERS, II	20192360	AUG 2019 PROF SVCS	1053910	08/31/2019	10/01/2019	57,033.39
							57,033.39
							Total Dept. BUILDING: 73,065.89
Dept: 4410 PARK AND RECREATI							
01-4410-4110.0000	AUTOMOTIVE						
	HAWAIIAN GARDENS HAND	SEPT-19TRAN	SEP 19 CAR WASH TRANSPOR	1053884	09/30/2019	10/01/2019	32.00
							32.00
01-4410-4210.0000	TRAVEL & ME						
	SOTO/ARMANDO//	CELL-APR-19	REIMB EMP/CELL PHN/APR 20	60360	04/13/2019	10/01/2019	40.00
							40.00
01-4410-4221.0000	UTILITIES/PHI						
	CORRALES/ANTHONY//	CELL-SEP-19	REIMB EMP/CELL PHN/SEP 20	60333	10/04/2019	10/04/2019	40.00
	PRIETO/RICHARD//	CELL-SEPT-19	REIMB EMP/CELL PHN/SEPT 2	60355	10/06/2019	10/06/2019	40.00
	SOTO/ARMANDO//	CELL-FEB-19	REIMB EMP/CELL PHN/FEB 20	60360	02/13/2019	10/01/2019	40.00
	SOTO/ARMANDO//	CELL-MAR-19	REIMB EMP/CELL PHN/MAR 20	60360	03/13/2019	10/01/2019	40.00
	SOTO/ARMANDO//	CELL-MAY-19	REIMB EMP/CELL PHN/MAY 20	60360	05/13/2019	10/01/2019	40.00
	SOTO/ARMANDO//	CELL-JUNE-19	REIMB EMP/CELL PHN/JUNE 2	60360	06/13/2019	10/01/2019	40.00
	SOTO/ARMANDO//	CELL-JULY-19	REIMB EMP/CELL PHN/JULY 2	60360	07/13/2019	10/01/2019	40.00
	SOTO/ARMANDO//	CELL-AUG-19	REIMB EMP/CELL PHN/AUG 20	60360	08/13/2019	10/01/2019	40.00
	SOTO/ARMANDO//	CELL-SEP-19	REIMB EMP/CELL PHN/SEP 20	60360	09/13/2019	10/01/2019	40.00
	SOTO/ARMANDO//	CELL-OCT-19	REIMB EMP/CELL PHN/OCT 20	60360	10/13/2019	10/13/2019	40.00
							400.00
01-4410-4285.0000	STAFF DEVEL						
	CPRS DISTRICT 10	006-19	10.12.2019 RECREATION LEA	60334	10/09/2019	10/09/2019	60.00
	MAGALLON/RODOLFO//	MAGALLON190927-29M	SEPT 27-29, 2019 MILEAGE RE	1053891	10/03/2019	10/03/2019	145.18
							205.18
01-4410-4300.0000	OFFICE SUPP						
	PETTY CASH E.VIGIL	251	PETTY CASH REIMB	60354	10/07/2019	10/07/2019	54.87

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	STAPLES BUSINESS ADVAN	3425667162	ADMIN SUPPLIES	1053905	09/21/2019	10/01/2019	19.03
	STAPLES BUSINESS ADVAN	3425667165	ADMIN SUPPLIES	1053905	09/21/2019	10/01/2019	338.09
	STAPLES BUSINESS ADVAN	3425667166	ADMIN SUPPLIES	1053905	09/21/2019	10/01/2019	74.78
	STAPLES BUSINESS ADVAN	3425667168	ADMIN SUPPLIES	1053905	09/21/2019	10/01/2019	24.08
	STAPLES BUSINESS ADVAN	3426249519	ADMIN SUPPLIES	1053905	09/28/2019	10/01/2019	101.61
	STAPLES BUSINESS ADVAN	3426249518	ADMIN SUPPLIES	1053905	09/28/2019	10/01/2019	208.04
	STAPLES BUSINESS ADVAN	3426249517	ADMIN SUPPLIES	1053905	09/28/2019	10/01/2019	275.89
	STAPLES BUSINESS ADVAN	3426249514	ADMIN SUPPLIES	1053905	09/28/2019	10/01/2019	575.39
	STAPLES BUSINESS ADVAN	3426249510	ADMIN SUPPLIES	1053905	09/28/2019	10/01/2019	47.73
	STAPLES BUSINESS ADVAN	3425082961	ADMIN SUPPLIES	1053905	09/14/2019	10/01/2019	24.41
	STAPLES BUSINESS ADVAN	3425082963	ADMIN SUPPLIES	1053905	09/14/2019	10/01/2019	52.21
							1,796.13
							Total Dept. PARK AND RECREATION: 2,473.31
Dept: 4413 YOUTH SPORTS							
01-4413-4330.0000	SPECIAL SUP						
	PETTY CASH.E.VIGIL	251	PETTY CASH REIMB	60354	10/07/2019	10/07/2019	80.00
							80.00
							Total Dept. YOUTH SPORTS: 80.00
Dept: 4414 ADULT SPORTS							
01-4414-4330.0000	SPECIAL SUP						
	LOS ALTOS TROPHY COMP	82570	ADULT SPORTS SUPPLIES	1053889	08/19/2019	10/01/2019	267.52
							267.52
							Total Dept. ADULT SPORTS: 267.52
Dept: 4415 C. ROBERT LEE CEN							
01-4415-4200.0000	CONTRACT S						
	HENRY RADIO, INC.	76895	OCT 2019 RADIO SERVICE	1053885	10/01/2019	10/01/2019	494.15
							494.15
01-4415-4208.0000	EXCURSIONS						
	PETTY CASH.E.VIGIL	251	PETTY CASH REIMB	60354	10/07/2019	10/07/2019	100.00
	PETTY CASH.E.VIGIL	251	PETTY CASH REIMB	60354	10/07/2019	10/07/2019	100.00
	PETTY CASH.E.VIGIL	251	PETTY CASH REIMB	60354	10/07/2019	10/07/2019	100.00
							300.00
01-4415-4238.0038	BOXING PROJ						
	PETTY CASH.E.VIGIL	251	PETTY CASH REIMB	60354	10/07/2019	10/07/2019	24.95
							24.95
01-4415-4300.0000	OFFICE SUPP						
	PETTY CASH.E.VIGIL	251	PETTY CASH REIMB	60354	10/07/2019	10/07/2019	62.75
	STAPLES BUSINESS ADVAN	3426249520	CRL SUPPLIES	1053905	09/28/2019	10/01/2019	499.74
							562.49
01-4415-4330.0037	WEIGHT ROO						
	2XL CORPORATION	258603	WEIGHTROOM CLEANING SUI	1053873	10/17/2019	10/17/2019	297.13
							297.13
01-4415-4334.0002	YMCA FAMILY						
	PETTY CASH.E.VIGIL	251	PETTY CASH REIMB	60354	10/07/2019	10/07/2019	48.01
							48.01
							Total Dept. C. ROBERT LEE CENTER: 1,726.73
Dept: 4417 LEE WARE POOL							
01-4417-4300.0000	OFFICE SUPP						
	STAPLES BUSINESS ADVAN	3425667167	LEE WARE POOL SUPPLIES	1053905	09/21/2019	10/01/2019	157.55
							157.55
01-4417-4330.0000	SPECIAL SUP						

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	PETTY CASH/E.VIGIL	251	PETTY CASH REIMB	60354	10/07/2019	10/07/2019	46.25
							46.25
							Total Dept. LEE WARE POOL: 203.80
Dept: 4418 NEIGHBORHOOD PAF							
01-4418-4151.0000	BUILDING & C						
	JEFFERSON/JOSEPH TEE//	1305	ELECTRICAL - FURGESON SH.	1053886	10/04/2019	10/04/2019	496.13
	SUPERCO SPECIALTY PROJ	PSI308779	JANITORIAL SUPPLIES	1053907	09/23/2019	10/01/2019	846.02
							1,342.15
01-4418-4151.0500	LEEWARE PA						
	GANAHL LUMBER COMPANY	060480893	MAINT SUPPLIES - LW PARK	60338	10/04/2019	10/04/2019	255.14
	VERNE'S PLUMBING, INC.	5512168	LW - DRAIN REPAIRS	1053912	09/12/2019	10/01/2019	339.03
							594.17
01-4418-4151.0600	CLARKDALE F						
	JEFFERSON/JOSEPH TEE//	1306	ELECTRICAL - CLARKDALE PA	1053886	10/04/2019	10/04/2019	2,414.48
							2,414.48
							Dept. NEIGHBORHOOD PARK/FIELDS: 4,350.80
Dept: 4419 SENIOR CITIZENS CE							
01-4419-4110.0000	AUTOMOTIVE						
	HAWAIIAN GARDENS HAND	SEPT-19TRAN	SEP 19 CAR WASH TRANSPOR	1053884	09/30/2019	10/01/2019	32.00
							32.00
01-4419-4206.0000	SPECIAL EVE						
	OZUNA/RUDY ROMAN//	OZUNA191025	OCT 25, 2019 ENTERTAINMEN	60352	10/15/2019	10/15/2019	375.00
							375.00
							tal Dept. SENIOR CITIZENS CENTER: 407.00
Dept: 4421 RECREATION SPECIA							
01-4421-4331.0000	SPECIAL EVE						
	MOLI-MEX INC.	24919	SPECIAL EVENT SUPPLIES	1053895	08/12/2019	10/01/2019	78.00
	MOLI-MEX INC.	24930	SPECIAL EVENT SUPPLIES	1053895	08/23/2019	10/01/2019	75.00
							153.00
01-4421-4331.0007	RED RIBOON						
	PAGEANTRY PARADES	HGRRRW1901	10.22.19 RED RIBBON RALLY	60353	10/19/2019	10/19/2019	900.00
							900.00
01-4421-4331.0008	HALLOWEEN						
	PUPPE/RAY R.//	CANDYKRAVINS191003	HALLOWEEN PROGRAM CANI	60356	10/03/2019	10/03/2019	1,800.00
							1,800.00
							Dept. RECREATION SPECIAL EVENTS: 2,853.00
Dept: 4422 CLARKDALE PARK							
01-4422-4330.0000	SPECIAL SUP						
	BAZUA SIGNS & GRAPHICS	406	CLARKDALE FLYERS	1053878	06/28/2019	10/01/2019	177.94
	BAZUA SIGNS & GRAPHICS	408	CLARKDALE POSTER BOARD	1053878	07/02/2019	10/01/2019	38.33
							216.27
							Total Dept. CLARKDALE PARK: 216.27
Dept: 4423 TEEN CENTER							
01-4423-4102.0000	ADVERTISING						
	BAZUA SIGNS & GRAPHICS	429	TEEN CENTER ADVERTISEME	1053878	09/19/2019	10/01/2019	470.85
							470.85
01-4423-4410.0000	EQUIPMENT						
	STAPLES BUSINESS ADVAN	3425082964	TEEN CENTER SUPPLIES	1053905	09/14/2019	10/01/2019	526.36

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	THOMAS PEREZ	1684A	PRIVACY SCREEN MATERIAL	1053909	09/27/2019	10/01/2019	100.00
	THOMAS PEREZ	1717	PRIVACY SCREEN AT TEEN CE	1053909	09/23/2019	10/01/2019	1,475.00
							2,101.36
Total Dept. TEEN CENTER:							2,572.21

Dept: 4426 ALTERNATIVE TO GANG MEMBERSHIP
 01-4426-4200.0000 CONTRACT S
 RODRIGUEZ/CRISTIAN//

CR191018	OCT 2019 ASSISTANT FOR AT	1053900	10/18/2019	10/18/2019	1,232.50
					1,232.50

ALTERNATIVE TO GANG MEMBERSHIP: 1,232.50

Dept: 4427 FEDDE SPORTS COMPLEX
 01-4427-4151.0000 BUILDING & G
 THOMAS PEREZ
 VERNE'S PLUMBING, INC.

1741A	FEDDE COMPLEX FENCE REP	1053909	10/15/2019	10/15/2019	750.00
5479719	FEDDE SHACK - RESTROOM F	1053912	09/05/2019	10/01/2019	485.64
					1,235.64

01-4427-4330.0000 SPECIAL SUP
 GANAHL LUMBER COMPANY
 GANAHL LUMBER COMPANY
 SHOETERIA
 SHOETERIA

060481161	SPORTS COMPLEX SUPPLIES	60338	10/04/2019	10/04/2019	31.17
060484723	SPORTS COMPLEX SUPPLIES	60338	10/14/2019	10/14/2019	22.57
0144879-IN	RUDY MAGALLON BOOT ALLO	1053902	08/20/2019	10/01/2019	93.61
0144878-IN	RICHARD PRIETO -BOOT ALLC	1053902	08/20/2019	10/01/2019	100.00
					247.35

Total Dept. FEDDE SPORTS COMPLEX: 1,482.99

Total Fund GENERAL FUND: 222,194.95

Fund: 02 STATE GAS FUND
Dept: 4340 PW/STREET MAINTENANCE
 02-4340-4150.0000 EQUIPMENT M
 STEAMX, LLC

13460	WATER TANK UNIT 61	1053906	10/14/2019	10/14/2019	424.32
					424.32

02-4340-4229.0000 TRAFFIC SIGN
 L.A. COUNTY, DEPT OF P.W

RE-PW19090901218	AUG 2019 HGHWY TRAFFIC	60345	09/09/2019	10/01/2019	19.86
					19.86

Total Dept. PW/STREET MAINTENANCE: 444.18

Total Fund STATE GAS FUND: 444.18

Fund: 03 PUBLIC SAFETY
Dept: 0419 YAL PROBATION FUNDING
 03-0419-4200.0000 CONTRACT S

BROWN/DEANDRE DONTE//	0034	10.05 - 10.18.19 YAL	1053879	10/18/2019	10/18/2019	840.00
LUCAMBIO/HAROLD MICHAEL	034	10.05 - 10.18.19 YAL	1053890	10/18/2019	10/18/2019	840.00
MACIAS/GENESSIS YAZMIN/	008	10.05 - 10.18.19 YAL	60347	10/18/2019	10/18/2019	480.00
					1,960.00	

Total Dept. YAL PROBATION FUNDING: 1,960.00

Total Fund PUBLIC SAFETY: 1,960.00

Fund: 06 PROPOSITION C
Dept: 4510 PARATRANSIT PROGRAM
 06-4510-4110.0000 AUTOMOTIVE
 HAWAIIAN GARDENS HAND

SEPT-19TRAN	SEP 19 CAR WASH TRANSPOR	1053884	09/30/2019	10/01/2019	224.00
					224.00

06-4510-4150.0000 EQUIPMENT M

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	ABILITY CENTER	0243272-IN	UNIT 38 WHEEL CHAIR LIFT	60325	10/16/2019	10/16/2019	980.00
	SMITH/JEFF//	49-191016	UNIT 49 - REPLACE REAR BR	1053903	10/16/2019	10/16/2019	192.40
							1,172.40
06-4510-4200.0000	CONTRACT S						
	HENRY RADIO, INC.	76895	OCT 2019 RADIO SERVICE	1053885	10/01/2019	10/01/2019	147.64
							147.64
							total Dept. PARATRANSIT PROGRAM: 1,544.04
							total Fund PROPOSITION C: 1,544.04
Fund: 07 PROPOSITION A							
Dept: 4511 RECREATIONAL TRANSPORT							
07-4511-4110.0000	AUTOMOTIVE						
	HAWAIIAN GARDENS HAND	SEPT-19TRAN	SEP 19 CAR WASH TRANSPOR	1053884	09/30/2019	10/01/2019	224.00
	PETTY CASH/E.VIGIL	251	PETTY CASH REIMB	60354	10/07/2019	10/07/2019	50.00
							274.00
07-4511-4150.0000	EQUIPMENT M						
	ABILITY CENTER	0243272-IN	UNIT 38 WHEEL CHAIR LIFT	60325	10/16/2019	10/16/2019	980.00
	SMITH/JEFF//	49-191016	UNIT 49 - REPLACE REAR BR	1053903	10/16/2019	10/16/2019	192.40
							1,172.40
07-4511-4200.0000	CONTRACT SI						
	HENRY RADIO, INC.	76895	OCT 2019 RADIO SERVICE	1053885	10/01/2019	10/01/2019	147.64
							147.64
							RECREATIONAL TRANSIT PROGRAM: 1,594.04
Dept: 4515 BUS STOP MAINTENANCE							
07-4515-4110.0000	AUTOMOTIVE						
	SOCAL AUTO & TRUCK PAR	340846	VEHICLE MAINT - BOOSTER	60359	10/04/2019	10/04/2019	329.45
							329.45
							US STOP MAINTENANCE PROGRAM: 329.45
							total Fund PROPOSITION A: 1,923.49
Fund: 10 COMMUNITY DEVELOPMENT							
Dept: 4809 HOUSING REHABILITATION							
10-4809-4200.0000	CONTRACT S						
	AMERINAT	19-00730	09.30.19 MONTHLY SVCS	1053876	10/01/2019	10/01/2019	2.70
							2.70
							total Dept. HOUSING REHABILITATION: 2.70
							DEVELOPMENT BLOCK GT: 2.70
Fund: 11 REDEVELOPMENT AGENCY							
Dept: 4901 ADMINISTRATIVE SUPPORT							
11-4901-4200.0000	CONTRACT SI						
	AMERINAT	19-00730	09.30.19 MONTHLY SVCS	1053876	10/01/2019	10/01/2019	109.85
							109.85
							total Dept. ADMINISTRATIVE SUPPORT: 109.85
							DEVELOPMENT AGENCY: 109.85

Fund: 21 LIGHTING/LANDSCAPING
Dept: 4340 PW/STREET MAINTENANCE
21-4340-4150.0000 EQUIPMENT M

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	STEAMX, LLC	13460	WATER TANK UNIT 61	1053906	10/14/2019	10/14/2019	424.32
							424.32
21-4340-4159.0000	PARKWAY/ME WEST COAST ARBORISTS	152286	(22) PRUNE - EUCALYPTUS	60368	09/06/2019	10/01/2019	5,280.00
							5,280.00
21-4340-4220.0000	UTILITIES/ELE SOUTHERN CALIF EDISON C	8488-SEPT19	09.01 - 10.01.19 SER PER	60361	10/10/2019	10/10/2019	634.53
	SOUTHERN CALIF EDISON C	8488-SEPT19	09.01 - 10.01.19 SER PER	60361	10/10/2019	10/10/2019	2,141.73
							2,776.26
							al Dept. PW/STREET MAINTENANCE: 8,480.58
							LDSCAPING ASSESMENT: 8,480.58
Fund: 29 PHA - LOW MOD HOUSI							
Dept: 4910 HOUSING							
29-4910-4463.0000	REHABILITATI HERNANDEZ/RUDY//	185228REV	21913 BELSHIRE AVE #4	60343	09/25/2019	10/01/2019	10,275.00
	HERNANDEZ/RUDY//	185227	21319 NORWALK BLVD # 144	60339	09/17/2019	10/01/2019	10,595.00
	HERNANDEZ/RUDY//	185237	21825 BELSHIRE AVE #14	60341	10/17/2019	10/17/2019	10,195.00
							31,065.00
							Total Dept. HOUSING: 31,065.00
							HA - LOW MOD HOUSING: 31,065.00
Fund: 30 CAPITAL PROJECTS							
Dept: 4909 CAPITAL PROJECTS							
30-4909-5209.0001	ANNUAL PAVE ADVANCED APPLIED ENGIN	24474	09.01 - 09.30. PROF SVCS	1053874	09/30/2019	10/01/2019	1,060.00
							1,060.00
30-4909-5209.0019	HSIP GRANT! ADVANCED APPLIED ENGIN	24475	09.01-09.30.19 PROF SVCS CY	1053874	09/30/2019	10/01/2019	3,521.25
	ADVANCED APPLIED ENGIN	24417	08.01-08.31.19 PROF SVCS CY	1053874	08/31/2019	10/01/2019	7,825.00
							11,346.25
30-4909-5209.0020	HSIP GRANT! ADVANCED APPLIED ENGIN	24420A	DIFF. OWED OF INVOICE 2442	1053874	08/31/2019	10/01/2019	20.00
	ADVANCED APPLIED ENGIN	24476	09.01-09.31.19 PROF SVCS DE	1053874	09/30/2019	10/01/2019	4,789.75
							4,809.75
							Total Dept. CAPITAL PROJECTS: 17,216.00
							Fund CAPITAL PROJECTS: 17,216.00
Fund: 31 CAPITAL PROJECTS - N							
Dept: 4180 PLANNING							
31-4180-5215.0002	ADU PREPAR. MIG, INC.	0060514	AUG 2019 PROF SVCS	1053894	09/12/2019	10/01/2019	920.00
							920.00
							Total Dept. PLANNING: 920.00
Dept: 4191 COMMUNITY INFORM							
31-4191-5212.0011	REPLACE CIT CALIFORNIA MARQUEE	19339	10.09.19 FINAL 50% COMPLET	60332	09/17/2019	10/01/2019	21,000.00
	CALIFORNIA MARQUEE	19358	50% DEPOSIT FOR NEW SAFE	60332	10/16/2019	10/16/2019	40,500.00
							61,500.00
31-4191-5212.0017	AV FOR CITY						

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	JEFFERSON/JOSEPH TEE// SMART SHADING SYSTEMS	1308 5497	WIRING FOR SHADES IN SAFE MOTORIZED SHADES FOR SA	1053886 60358	10/04/2019 10/08/2019	10/04/2019 10/08/2019	551.25 3,780.00
							4,331.25
al Dept. COMMUNITY INFORMATION:							65,831.25
Dept: 4311 PUBLIC WORKS							
31-4311-5212.0013	ROD IRON FE THOMAS PEREZ	1718	WROGHT IRON FENCE EXTEN	1053909	09/15/2019	10/01/2019	11,995.00
							11,995.00
Total Dept. PUBLIC WORKS:							11,995.00
Dept: 4410 PARK AND RECREATI							
31-4410-5212.0014	REMODEL HE SERGIO CUEVA	HGC-290REC	EQUIP - HELEN ROSA REMOD	1053901	10/03/2019	10/03/2019	931.01
	STAPLES BUSINESS ADVAN	3425667163	SPECIAL EVENTS SUPPLIES	1053905	09/21/2019	10/01/2019	104.01
	STAPLES BUSINESS ADVAN	3425667164	SPECIAL EVENTS SUPPLIES	1053905	09/21/2019	10/01/2019	74.42
	STAPLES BUSINESS ADVAN	3426249506	HELEN ROSAS FURNITURE	1053905	09/28/2019	10/01/2019	938.17
	STAPLES BUSINESS ADVAN	3426249507	HELEN ROSAS FURNITURE	1053905	09/28/2019	10/01/2019	270.45
	STAPLES BUSINESS ADVAN	3426249509	HELEN ROSAS EQUIPMENT	1053905	09/28/2019	10/01/2019	95.46
	STAPLES BUSINESS ADVAN	3426249511	HELEN ROSAS FURNITURE	1053905	09/28/2019	10/01/2019	160.94
	STAPLES BUSINESS ADVAN	3425082957	HELEN ROSAS FURNITURE	1053905	09/14/2019	10/01/2019	635.09
	STAPLES BUSINESS ADVAN	3425082958	HELEN ROSAS FURNITURE	1053905	09/14/2019	10/01/2019	80.47
	STAPLES BUSINESS ADVAN	3425082959	HELEN ROSAS EQUIPMENT	1053905	09/14/2019	10/01/2019	160.95
	STAPLES BUSINESS ADVAN	3425082966	HELEN ROSAS SUPPLIES	1053905	09/14/2019	10/01/2019	453.36
	STAPLES BUSINESS ADVAN	3425082967	HELEN ROSAS SUPPLIES	1053905	09/14/2019	10/01/2019	96.02
							4,000.35
Total Dept. PARK AND RECREATION:							4,000.35
AL PROJECTS - NON CIP:							82,746.60
Grand Total:							367,687.39

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	222,194.95	0.00
02	STATE GAS FUND	444.18	0.00
03	PUBLIC SAFETY	1,960.00	0.00
06	PROPOSITION C	1,544.04	0.00
07	PROPOSITION A	1,923.49	0.00
10	COMMUNITY DEVELOPMENT BLOCK GT	2.70	0.00
11	REDEVELOPMENT AGENCY	109.85	0.00
21	LIGHTING/LANDSCAPING ASSESMENT	8,480.58	0.00
29	PHA - LOW MOD HOUSING	31,065.00	0.00
30	CAPITAL PROJECTS	17,216.00	0.00
31	CAPITAL PROJECTS - NON CIP	82,746.60	0.00
Grand Total:		367,687.39	0.00

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Fund: 01 GENERAL FUND							
Dept: 4311 PUBLIC WORKS							
01-4311-4218.1951	UTIL/GAS/218 SO CAL GAS	SCGAS190910-191009	9.10 - 10.9.19 SER PER	639	10/11/2019	10/11/2019	168.32
							168.32
01-4311-4218.4671	UTIL/GAS/223 SO CAL GAS	SCGAS190910-191009	9.10 - 10.9.19 SER PER	639	10/11/2019	10/11/2019	402.32
							402.32
01-4311-4218.4771	UTIL/GAS/221 SO CAL GAS	SCGAS190910-191009	9.10 - 10.9.19 SER PER	639	10/11/2019	10/11/2019	52.29
							52.29
Total Dept. PUBLIC WORKS:							622.93
tal Fund GENERAL FUND:							622.93
Grand Total:							622.93

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	622.93	0.00
Grand Total:		622.93	0.00

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Fund: 01 GENERAL FUND							
Dept: 4120 CITY MANAGER							
01-4120-4170.0000	POSTAGE						
	FEDERAL EXPRESS CORPO	6-771-44198	EXPRESS MAIL 10/14/2019	616	10/18/2019	10/18/2019	75.56
							<u>75.56</u>
							Total Dept. CITY MANAGER: 75.56
							tal Fund GENERAL FUND: 75.56
							Grand Total: 75.56

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	75.56	0.00
	Grand Total:	<u>75.56</u>	<u>0.00</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4311 PUBLIC WORKS							
01-4311-4110.0000	AUTOMOTIVE						
	LOWE'S BUSINESS ACCOUN	LOWES191017	10.17.2019 STATEMENT DATE	642	11/12/2019	10/17/2019	41.85
							41.85
01-4311-4151.0000	BUILDING & G						
	LOWE'S BUSINESS ACCOUN	LOWES191017	10.17.2019 STATEMENT DATE	642	11/12/2019	10/17/2019	3.44
	LOWE'S BUSINESS ACCOUN	LOWES191017	10.17.2019 STATEMENT DATE	642	11/12/2019	10/17/2019	67.03
	LOWE'S BUSINESS ACCOUN	LOWES191017	10.17.2019 STATEMENT DATE	642	11/12/2019	10/17/2019	37.69
							108.16
01-4311-4151.0100	BLDG & GROL						
	LOWE'S BUSINESS ACCOUN	LOWES191017	10.17.2019 STATEMENT DATE	642	11/12/2019	10/17/2019	234.42
							234.42
01-4311-4151.0300	BLDG & GROL						
	LOWE'S BUSINESS ACCOUN	LOWES191017	10.17.2019 STATEMENT DATE	642	11/12/2019	10/17/2019	31.32
							31.32
01-4311-4151.5000	TEEN CENTER						
	LOWE'S BUSINESS ACCOUN	LOWES191017	10.17.2019 STATEMENT DATE	642	11/12/2019	10/17/2019	29.82
	LOWE'S BUSINESS ACCOUN	LOWES191017	10.17.2019 STATEMENT DATE	642	11/12/2019	10/17/2019	15.36
	LOWE'S BUSINESS ACCOUN	LOWES191017	10.17.2019 STATEMENT DATE	642	11/12/2019	10/17/2019	28.78
							73.96
01-4311-4152.0000	GRAFFITI REM						
	LOWE'S BUSINESS ACCOUN	LOWES191017	10.17.2019 STATEMENT DATE	642	11/12/2019	10/17/2019	88.01
							88.01
							Total Dept. PUBLIC WORKS: 577.72
Dept: 4418 NEIGHBORHOOD PAF							
01-4418-4151.0500	LEEWARE PA						
	LOWE'S BUSINESS ACCOUN	LOWES191017	10.17.2019 STATEMENT DATE	642	11/12/2019	10/17/2019	43.93
							43.93
							ept. NEIGHBORHOOD PARK/FIELDS: 43.93
							tal Fund GENERAL FUND: 621.65
Fund: 21 LIGHTING/LANDSCAPIN							
Dept: 4340 PW/STREET MAINTEN							
21-4340-4159.0000	PARKWAY/ME						
	LOWE'S BUSINESS ACCOUN	LOWES191017	10.17.2019 STATEMENT DATE	642	11/12/2019	10/17/2019	71.17
							71.17
							al Dept. PW/STREET MAINTENANCE: 71.17
							LANDSCAPING ASSESMENT: 71.17
							Grand Total: 692.82

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	621.65	0.00
21	LIGHTING/LANDSCAPING ASSESMENT	71.17	0.00
	Grand Total:	692.82	0.00

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Fund: 01 GENERAL FUND							
Dept: 4311 PUBLIC WORKS							
01-4311-4151.0000 BUILDING & G							
	MISSION LINEN & UNIFORM	510624572	8.30.19 UNIFORMS, TOWELS,	640	08/30/2019	10/01/2019	122.78
	MISSION LINEN & UNIFORM	510649573	8.30.19 UNIFORMS, TOWELS,	640	08/30/2019	10/01/2019	486.02
	MISSION LINEN & UNIFORM	510700996	9.6.19 UNIFORMS, TOWELS, &	640	09/06/2019	10/01/2019	485.12
	MISSION LINEN & UNIFORM	510742444	9.13.19 UNIFORMS, TOWELS,	640	09/13/2019	10/01/2019	488.01
	MISSION LINEN & UNIFORM	510793914	9.20.19 UNIFORMS, TOWELS,	640	09/20/2019	10/01/2019	273.14
	MISSION LINEN & UNIFORM	510840055	9.27.19 UNIFORMS, TOWELS,	640	09/27/2019	10/01/2019	485.12
							2,340.19
01-4311-4151.0400 BLDG & GROU							
	MISSION LINEN & UNIFORM	510701000	9.6.19 MATS & BLDG SUPPLIE	640	09/06/2019	10/01/2019	65.37
	MISSION LINEN & UNIFORM	510742448	9.13.19 MATS & BLDG SUPPLIE	640	09/13/2019	10/01/2019	65.37
	MISSION LINEN & UNIFORM	510793919	9.20.19 MATS & BLDG SUPPLIE	640	09/20/2019	10/01/2019	65.37
	MISSION LINEN & UNIFORM	510840060	9.27.19 MATS & BLDG SUPPLIE	640	09/27/2019	10/01/2019	65.37
							261.48
Total Dept. PUBLIC WORKS:							2,601.67
Total Fund GENERAL FUND:							2,601.67
Fund: 02 STATE GAS FUND							
Dept: 4340 PW/STREET MAINTEN							
02-4340-4200.0000 CONTRACT S							
	MISSION LINEN & UNIFORM	510624572	8.30.19 UNIFORMS, TOWELS,	640	08/30/2019	10/01/2019	122.78
	MISSION LINEN & UNIFORM	510649573	8.30.19 UNIFORMS, TOWELS,	640	08/30/2019	10/01/2019	486.02
	MISSION LINEN & UNIFORM	510700996	9.6.19 UNIFORMS, TOWELS, &	640	09/06/2019	10/01/2019	485.13
	MISSION LINEN & UNIFORM	510742444	9.13.19 UNIFORMS, TOWELS,	640	09/13/2019	10/01/2019	488.02
	MISSION LINEN & UNIFORM	510793914	9.20.19 UNIFORMS, TOWELS,	640	09/20/2019	10/01/2019	273.15
	MISSION LINEN & UNIFORM	510840055	9.27.19 UNIFORMS, TOWELS,	640	09/27/2019	10/01/2019	485.13
							2,340.23
Total Dept. PW/STREET MAINTENANCE:							2,340.23
Total Fund STATE GAS FUND:							2,340.23
Grand Total:							4,941.90

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	2,601.67	0.00
02	STATE GAS FUND	2,340.23	0.00
Grand Total:		4,941.90	0.00

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Fund: 01 GENERAL FUND							
Dept: 4311 PUBLIC WORKS							
01-4311-4219.1940	UTILITIES/WA						
	GOLDEN STATE WATER COI	220163-SEP19	09.04 - 10.02.19 SER PER 1194	620	10/03/2019	10/03/2019	224.68
							224.68
Total Dept. PUBLIC WORKS:							224.68
Dept: 4418 NEIGHBORHOOD PAF							
01-4418-4219.0000	UTILITIES/WA						
	GOLDEN STATE WATER COI	948953-SEP19	09.04 - 10.02.19 SER PER 1190	636	10/03/2019	10/03/2019	73.79
	GOLDEN STATE WATER COI	810092-SEP19	09.04 - 10.02.19 SER PER 2202	633	10/03/2019	10/03/2019	31.41
	GOLDEN STATE WATER COI	303895-SEP19	09.04 - 10.02.19 SER PER 2232	623	10/03/2019	10/03/2019	178.81
	GOLDEN STATE WATER COI	400920-SEP19	09.04 - 10.02.19 SER PER 2210	626	10/03/2019	10/03/2019	364.39
	GOLDEN STATE WATER COI	257430-SEP19	09.05 - 10.03.19 SER PER 2220	622	10/04/2019	10/04/2019	293.29
	GOLDEN STATE WATER COI	247430-SEP19	09.05 - 10.03.19 SER PER	621	10/04/2019	10/04/2019	222.88
	GOLDEN STATE WATER COI	847430-SEP19	09.05 - 10.03.19 SER PER 2230	634	10/04/2019	10/04/2019	374.54
	GOLDEN STATE WATER COI	547430-SEP19	09.05 - 10.03.19 SER PER 2200	629	10/04/2019	10/04/2019	381.45
							1,920.64
Dept. NEIGHBORHOOD PARK/FIELDS:							1,920.64
Total Fund GENERAL FUND:							2,145.32
Fund: 21 LIGHTING/LANDSCAPING							
Dept: 4340 PW/STREET MAINTEN							
21-4340-4219.0000	UTILITIES/WA						
	GOLDEN STATE WATER COI	112194-SEP19	09.04 - 10.02.19 SER PER 2232	618	10/03/2019	10/03/2019	200.89
	GOLDEN STATE WATER COI	134820-SEP19	09.04 - 10.02.19 SER PER	619	10/03/2019	10/03/2019	72.89
	GOLDEN STATE WATER COI	323893-SEP19	09.04 - 10.02.19 SER PER 1194	624	10/03/2019	10/03/2019	186.13
	GOLDEN STATE WATER COI	538563-SEP19	09.04 - 10.02.19 SER PER 2241	628	10/03/2019	10/03/2019	237.06
	GOLDEN STATE WATER COI	463254-SEP19	09.05 - 10.03.19 SER PER 1252	627	10/04/2019	10/04/2019	72.87
	GOLDEN STATE WATER COI	357430-SEP19	09.05 - 10.03.19 SER PER 1234	625	10/04/2019	10/04/2019	585.88
	GOLDEN STATE WATER COI	857430-SEP19	09.05 - 10.03.19 SER PER	635	10/04/2019	10/04/2019	109.83
	GOLDEN STATE WATER COI	757430-SEP19	09.05 - 10.03.19 SER PER ON	632	10/04/2019	10/04/2019	273.62
	GOLDEN STATE WATER COI	737430-SEP19	09.05 - 10.03.19 SER PER 1197	631	10/04/2019	10/04/2019	1,024.41
	GOLDEN STATE WATER COI	657430-SEP19	09.05 - 10.04.19 SER PER ON	630	10/04/2019	10/04/2019	194.22
	GOLDEN STATE WATER COI	001134-SEP19	09.05 - 10.03.19 SER PER 2163	617	10/04/2019	10/04/2019	88.71
							3,046.51
Total Dept. PW/STREET MAINTENANCE:							3,046.51
LANDSCAPING ASSESMENT:							3,046.51
Grand Total:							5,191.83

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	2,145.32	0.00
21	LIGHTING/LANDSCAPING ASSESMENT	3,046.51	0.00
Grand Total:		5,191.83	0.00

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Fund: 01 GENERAL FUND							
Dept: 0000 ASSETS							
01-0000-3520.0000	RECREATION PEREZ/ALBERT//	PEREZ191005	FACILITY RENTAL REFUND DE	60306	10/05/2019	10/05/2019	1,518.00
							<u>1,518.00</u>
01-0000-5000.0001	PARK MAINT I RUDY HERNANDEZ	246345	URGENT S/W REPAIR - COUR	60311	09/10/2019	09/10/2019	14,200.00
							<u>14,200.00</u>
Total Dept. ASSETS:							15,718.00
Dept: 4110 CITY COUNCIL							
01-4110-4300.0000	OFFICE SUPP SIR SPEEDY PRINTING &	100011	BUSINESS CARDS VICTOR FA	1053860	09/30/2019	09/30/2019	30.11
							<u>30.11</u>
Total Dept. CITY COUNCIL:							30.11
Dept: 4120 CITY MANAGER							
01-4120-4110.0000	AUTOMOTIVE HAWAIIAN GARDENS HAND	SEP-19PW	AUG 2019 AUTO MAINT CAR W	1053849	09/30/2019	09/30/2019	22.00
							<u>22.00</u>
Total Dept. CITY MANAGER:							22.00
Dept: 4130 CITY ATTORNEY							
01-4130-4253.0000	LEGAL SERVI						
	BEST BEST & KRIEGER ATT	859300	AUG 2019 PROF ATTORNEY S	60290	09/23/2019	09/23/2019	12,048.50
	BEST BEST & KRIEGER ATT	859301	AUG 2019 PROF ATTORNEY S	60290	09/23/2019	09/23/2019	2,064.00
	BEST BEST & KRIEGER ATT	859302	AUG 2019 PROF ATTORNEY S	60290	09/23/2019	09/23/2019	1,978.00
	BEST BEST & KRIEGER ATT	859307	AUG 2019 PROF ATTORNEY S	60290	09/23/2019	09/23/2019	2,813.00
	BEST BEST & KRIEGER ATT	859303	AUG 2019 PROF ATTORNEY S	60290	09/23/2019	09/23/2019	1,376.00
	BEST BEST & KRIEGER ATT	859304	AUG 2019 PROF ATTORNEY S	60290	09/23/2019	09/23/2019	4,958.00
	BEST BEST & KRIEGER ATT	859305	AUG 2019 PROF ATTORNEY S	60290	09/23/2019	09/23/2019	1,311.50
	BEST BEST & KRIEGER ATT	859306	AUG 2019 PROF ATTORNEY S	60290	09/23/2019	09/23/2019	28.00
							<u>26,577.00</u>
Total Dept. CITY ATTORNEY:							26,577.00
Dept: 4150 FINANCE DEPARTMENT							
01-4150-4200.0000	CONTRACT S						
	APPLE ONE EMPLOYMENT S	01-5376602	W/E 09.28.19 CITY HALL	60288	10/02/2019	10/02/2019	993.25
	APPLE ONE EMPLOYMENT S	01-5384366	W/E 10.05.19 CITY HALL	60288	10/09/2019	10/09/2019	1,001.60
							<u>1,994.85</u>
01-4150-4300.0000	OFFICE SUPP						
	STAPLES BUSINESS ADVAN	3426249512	OFFICE SUPPLIES FINANCE	1053864	09/28/2019	09/28/2019	234.51
	STAPLES BUSINESS ADVAN	3426249515	OFFICE SUPPLIES FINANCE	1053864	09/28/2019	09/28/2019	65.67
	STAPLES BUSINESS ADVAN	3426249516	OFFICE SUPPLIES FINANCE	1053864	09/28/2019	09/28/2019	38.31
	STAPLES BUSINESS ADVAN	3426249513	5 CASES OF PAPER FOR COP	1053864	09/28/2019	09/28/2019	199.78
							<u>538.27</u>
Total Dept. FINANCE DEPARTMENT:							2,533.12
Dept: 4180 PLANNING							
01-4180-4300.0000	OFFICE SUPP						
	STAPLES BUSINESS ADVAN	3426249521	OFFICE SUPPLIES	1053863	09/28/2019	09/28/2019	49.86
							<u>49.86</u>
01-4180-4330.0000	SPECIAL SUP						
	SPORTS JACKETS UNLIMIT	8039	PLANNING COMMISSIONER C	1053862	10/08/2019	10/08/2019	49.80
	STAPLES BUSINESS ADVAN	3426249521	OFFICE SUPPLIES	1053863	09/28/2019	09/28/2019	49.86

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							99.66
01-4180-4410.0000	EQUIPMENT						
	INTERNATIONAL E-Z UP, INC	INV0186062	MEETING/SPECIAL EVENT CA	60301	08/28/2019	09/01/2019	330.04
	INTERNATIONAL E-Z UP, INC	INV0188729	MEETING/SPECIAL EVENT CA	60301	09/10/2019	09/10/2019	615.08
							945.12
Total Dept. PLANNING:							1,094.84
Dept: 4181 PLANNING COMMISS							
01-4181-4210.0000	TRAVEL & ME						
	KWAN/PRISCILLA//	PRISCILLA190915-190918	9/15-18/19 REIMB APA CONF.	60303	09/15/2019	09/15/2019	57.58
	KWAN/PRISCILLA//	PRISCILLA190915-190918	9/15-18/19 REIMB APA CONF.	60303	09/15/2019	09/15/2019	95.66
	KWAN/PRISCILLA//	PRISCILLA190915-190918	9/15-18/19 REIMB APA CONF.	60303	09/15/2019	09/15/2019	119.60
							272.84
Total Dept. PLANNING COMMISSION:							272.84
Dept: 4191 COMMUNITY INFORM							
01-4191-4200.0000	CONTRACT S						
	TRIEPEI SMITH & ASSOCIAT	4431	MISC PR PROJECTS	60320	09/30/2019	09/30/2019	4,367.69
							4,367.69
01-4191-4221.0000	UTILITIES/PHI						
	FRONTIER COMMUNICATIOI	FC191001-191031	10.01 - 10.31.19 LOCAL SERVIC	1053846	10/01/2019	10/01/2019	1,226.10
							1,226.10
Total Dept. COMMUNITY INFORMATION:							5,593.79
Dept: 4192 INFORMATION TECHN							
01-4192-4200.0000	CONTRACT S						
	X-ACT TECHNOLOGY SOLU	22238	OCT 2019 EMAIL SECURITY S\	1053871	10/01/2019	10/01/2019	388.50
	X-ACT TECHNOLOGY SOLU	22239	OCT 2019 OFFICE 365-BUS PR	1053871	10/01/2019	10/01/2019	1,125.00
							1,513.50
Dept. INFORMATION TECHNOLOGY:							1,513.50
Dept: 4201 EMPLOYEE BENEFIT							
01-4201-4142.0001	CAFETERIA IN						
	COLONIAL LIFE INSURANCE	1001338	OCT 2019 SUPPLEMENTAL LIF	1053844	10/11/2019	10/11/2019	828.87
	THE ADVANTAGE GROUP	114443	SEPT 2019 PLAN COVERAGE	1053865	09/30/2019	09/30/2019	217.00
							1,045.87
Total Dept. EMPLOYEE BENEFITS:							1,045.87
Dept: 4210 PUBLIC SAFETY							
01-4210-4110.0000	AUTOMOTIVE						
	HAWAIIAN GARDENS HAND	SEP-19PW	AUG 2019 AUTO MAINT CAR W	1053849	09/30/2019	09/30/2019	15.00
							15.00
Total Dept. PUBLIC SAFETY:							15.00
Dept: 4311 PUBLIC WORKS							
01-4311-4110.0000	AUTOMOTIVE						
	CYPRESS LOCK & SAFE	21688	UNIT 61 SPARE KEY PROGRAI	60295	09/12/2019	09/12/2019	154.62
	HAWAIIAN GARDENS HAND	SEP-19PW	AUG 2019 AUTO MAINT CAR W	1053849	09/30/2019	09/30/2019	222.00
	SOCAL AUTO & TRUCK PAR	338949	EQUIPMENT REPAIRS	60316	09/10/2019	09/10/2019	100.14
	SOCAL AUTO & TRUCK PAR	339108	BELT - A/C REPAIR	60316	09/11/2019	09/11/2019	20.45
	VICTORY LOCK AND KEY	10624	UNIT 10 - DOOR LOCKS	1053867	09/09/2019	09/09/2019	310.00
							807.21
01-4311-4150.0000	EQUIPMENT M						
	SOCAL AUTO & TRUCK PAR	339436	GENERATOR PARTS - REPAIR	60316	09/16/2019	09/16/2019	36.09
							36.09

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01-4311-4151.0000	BUILDING & G DEKRA-LITE, INC. SPECTRUM SECURITY GRO	QT087578 R11932	4' RISER BASE W/DOOR KEYS - LOCKS	1053845 1053861	10/09/2019 08/21/2019	10/09/2019 09/01/2019	4,079.17 105.06
4,184.23							
01-4311-4151.0100	BLDG & GROU SPECTRUM SECURITY GRO	R11929	KEYS - EXTERIOR	1053861	08/21/2019	09/01/2019	22.63
22.63							
01-4311-4151.0200	BLDG & GROU PFS PRIDE FIRE SYSTEMS I VORTEX INDUSTRIES, INC.	80068 08-1382342	AUTO SPRINKLER MAINT CRL REPAIR HANDICAP ACCESS	60307 1053868	09/17/2019 09/30/2019	09/17/2019 09/30/2019	160.83 415.00
575.83							
01-4311-4151.5000	TEEN CENTE CYPRESS LOCK & SAFE SPECTRUM SECURITY GRO VICTORY LOCK AND KEY	21632 R11934 10623	KEYS TEEN CENTER KEYS - TEEN CENTER KEY COPY/TEEN CENTER INT	60295 1053861 1053867	09/12/2019 08/21/2019 09/09/2019	09/12/2019 09/01/2019 09/09/2019	47.35 40.95 141.30
229.60							
01-4311-4200.0000	CONTRACT SI PFS PRIDE FIRE SYSTEMS I	80069	12-YR SYSTEM MAINT/HYDRO	60307	09/17/2019	09/17/2019	829.95
829.95							
01-4311-4238.0002	HOLIDAY DEC DEKRA-LITE, INC.	QT087249	HOLIDAY TREE & DECOR INST	1053845	09/25/2019	09/25/2019	10,000.00
10,000.00							
01-4311-4337.0000	UNIFORMS AN SAN JUAN SOCCER INC.	2767	PW UNIFORMS W/LOGO	60313	09/17/2019	09/17/2019	58.04
58.04							
01-4311-4410.0000	EQUIPMENT INTERNATIONAL E-Z UP, INC INTERNATIONAL E-Z UP, INC	INV0186062 INV0188729	MEETING/SPECIAL EVENT CA MEETING/SPECIAL EVENT CA	60301 60301	08/28/2019 09/10/2019	09/01/2019 09/10/2019	873.00 550.00
1,423.00							
Total Dept. PUBLIC WORKS: 18,166.58							
Dept: 4312 ENGINEERING							
01-4312-4200.0000	CONTRACT S ADVANCED APPLIED ENGIN UNDERGROUND SERVICE A UNDERGROUND SERVICE A	24532B 920190313 18DSBFE5104	SEPT 2019 PROF ENGINEERIN OCT 2019 DIG ALERT NOTICE CA STATE FEE FOR REGULATI	1053839 60322 60322	09/30/2019 10/01/2019 10/01/2019	09/30/2019 10/01/2019 10/01/2019	220.00 44.65 17.91
282.56							
01-4312-4330.0000	SPECIAL SUP STAPLES BUSINESS ADVAN	3426249521	OFFICE SUPPLIES	1053863	09/28/2019	09/28/2019	49.86
49.86							
Total Dept. ENGINEERING: 332.42							
Dept: 4314 BUILDING							
01-4314-4200.0000	CONTRACT S WILLDAN ENGINEERING	00221532	AUG 2019 C.E. OFFICER STAF	1053870	09/20/2019	09/20/2019	10,400.00
10,400.00							
01-4314-4330.0000	SPECIAL SUP STAPLES BUSINESS ADVAN	3426249521	OFFICE SUPPLIES	1053863	09/28/2019	09/28/2019	49.86
49.86							
Total Dept. BUILDING: 10,449.86							
Dept: 4410 PARK AND RECREATI							
01-4410-4102.0000	ADVERTISING						

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ept. NEIGHBORHOOD PARK/FIELDS:							78.93
Dept: 4419 SENIOR CITIZENS CE							
01-4419-4208.0000	EXCURSIONS						
	SAN DIEGO ZOO GLOBAL	2808799	11.14.19 SENIOR EXCURSION	60312	10/08/2019	10/08/2019	1,672.50
							1,672.50
01-4419-4336.0000	SENIOR PRO						
	CANTO/MARIA G//	114	09.25 - 10.04.19 ZUMBA	60291	10/04/2019	10/04/2019	20.00
	SKUBE/MARGARET//	1917	09.24 - 10.01.19 CUPCAKE	60314	10/01/2019	10/01/2019	30.00
							50.00
tal Dept. SENIOR CITIZENS CENTER:							1,722.50
Dept: 4421 RECREATION SPECIA							
01-4421-4331.0008	HALLOWEEN						
	FERREIRA/STEVE//	FERREIRA191031	DJ SVCS FOR HALLOWEEN E	60296	10/10/2019	10/10/2019	300.00
	FUN EXPRESS, LLC	698362684-02	HALLOWEEN PROGRAM ITEM	1053847	09/30/2019	09/30/2019	73.04
	FUN EXPRESS, LLC	698362684-01	HALLOWEEN PROGRAM GIVE	1053847	10/02/2019	10/02/2019	1,041.09
	JC SOUND	JCS191031	HALLOWEEN EVENT SOUND &	60302	09/28/2019	09/28/2019	400.00
							1,814.13
01-4421-4331.0029	SCHOLARSHI						
	CYPRESS COLLEGE	AGARCIA191002S	ALEXIS E. GARCIA - SCHOLAR	60294	10/02/2019	10/02/2019	1,500.00
							1,500.00
ept. RECREATION SPECIAL EVENTS:							3,314.13
Dept: 4423 TEEN CENTER							
01-4423-4206.0000	SPECIAL EVE						
	GOODIES BY LICHA	37	TEEN CENTER GRAND OPENI	60299	09/19/2019	09/19/2019	170.00
	RODRIGUEZ/MARINA//	641	TEEN CENTER SUPPLIES	60309	10/03/2019	10/03/2019	375.00
	ULISES ALEJANDRO ORTIZ,	JPE191003	EQUIPMENT FOR TEEN CENTI	60321	10/03/2019	10/03/2019	160.00
							705.00
01-4423-4330.0000	SPECIAL SUP						
	QUE DULCE TREATS	QDT191023	10.23.19 TEEN CENTER PAINT	60308	10/02/2019	10/02/2019	400.00
	VELAZQUEZ/YVETTE//	VELAZQUEZ190924R	REIMB TEEN CENTER SOFT O	60323	09/24/2019	09/24/2019	133.52
							533.52
01-4423-4410.0000	EQUIPMENT						
	CASTILLO/ROBERT ANTHON	2	TEEN CENTER SUPPLIES	60292	10/02/2019	10/02/2019	112.80
	MOLI-MEX INC.	24944	TEEN CENTER SUPPLIES	1053856	10/03/2019	10/03/2019	3,286.50
	SMART SHADING SYSTEMS	5493	TEEN CENTER SUPPLIES	60315	09/11/2019	09/11/2019	2,896.00
							6,295.30
Total Dept. TEEN CENTER:							7,533.82
Dept: 4425 COMMUNITY OUTREACH							
01-4425-4330.0031	TATTOO REMOVAL						
	CLEAN SLATE INC.	HG9-2019	SEPT 2019 TATTOO REMOVAL	1053843	09/25/2019	09/25/2019	740.00
							740.00
COMMUNITY OUTREACH SERVICES:							740.00
Dept: 4426 ALTERNATIVE TO GANG							
01-4426-4200.0000	CONTRACT SERVICES						
	RODRIGUEZ/CRISTIAN//	CR191004	9.23-10.04.19 ASSIST ATGM PF	1053858	10/04/2019	10/04/2019	1,275.00
							1,275.00
ALTERNATIVE TO GANG MEMBERSHIP:							1,275.00
Dept: 4427 FEDDE SPORTS COM							
01-4427-4330.0000	SPECIAL SUP						

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	GANAHL LUMBER COMPANY	060477117	SPORTS COMPLEX SUPPLIES	60298	09/24/2019	09/24/2019	11.84
							11.84
Total Dept. FEDDE SPORTS COMPLEX:							11.84
Total Fund GENERAL FUND:							103,149.86

Fund: 02 STATE GAS FUND
Dept: 4340 PW/STREET MAINTEN
02-4340-4224.0000 STREET REPAIRS
RUDY HERNANDEZ

185229	PKWY REPAIRS CIVIC CTR/JO	60310	09/30/2019	09/30/2019	2,850.00	
						2,850.00
Total Dept. PW/STREET MAINTENANCE:						2,850.00
Total Fund STATE GAS FUND:						2,850.00

Fund: 03 PUBLIC SAFETY
Dept: 0419 YAL PROBATION FUN
03-0419-4200.0000 CONTRACT SERVICES

BROWN/DEANDRE DONTRE//	0033	09.21 - 10.04.19 YAL	1053842	10/04/2019	10/04/2019	640.00
LUCAMBIO/HAROLD MICHAEL	0033	09.21 - 10.04.19 YAL	1053854	10/04/2019	10/04/2019	840.00
MACIAS/GENESSIS YAZMIN	0007	09.21 - 10.04.19 YAL	60304	10/04/2019	10/04/2019	480.00
						1,960.00
Total Dept. YAL PROBATION FUNDING:						1,960.00
Total Fund PUBLIC SAFETY:						1,960.00

Fund: 06 PROPOSITION C
Dept: 4510 PARATRANSIT PROGRAM
06-4510-4150.0000 EQUIPMENT MAINTENANCE

JEFF SMITH	49-191008	AUTOMOTIVE EXPENSES - UN	1053850	10/08/2019	10/08/2019	44.06
PABLO GARCIA	1460	CLEAN INTERIOR TRANS VEH	1053857	09/19/2019	09/19/2019	667.00
						711.06
Total Dept. PARATRANSIT PROGRAM:						711.06
Total Fund PROPOSITION C:						711.06

Fund: 07 PROPOSITION A
Dept: 4511 RECREATIONAL TRANSIT PROGRAM
07-4511-4150.0000 EQUIPMENT MAINTENANCE

JEFF SMITH	49-191008	AUTOMOTIVE EXPENSES - UN	1053850	10/08/2019	10/08/2019	44.07
PABLO GARCIA	1460	CLEAN INTERIOR TRANS VEH	1053857	09/19/2019	09/19/2019	667.00
						711.07
Total Dept. RECREATIONAL TRANSIT PROGRAM:						711.07
Total Fund PROPOSITION A:						711.07

Fund: 10 COMMUNITY DEVELOPMENT
Dept: 4829 NEIGHBORHOOD BEAUTIFICATION
10-4829-4200.0000 CONTRACT SERVICES
SONSRAY MACHINERY, LLC

R03659-03	09.28.19	TRACTOR RENTAL BL	60317	09/30/2019	09/30/2019	821.35
						821.35
Total NEIGHBORHOOD BEAUTIFICATION:						821.35
Total Fund DEVELOPMENT BLOCK GT:						821.35

Fund: 12 SELACO WIB

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Dept: 4430 CITY COSTS YEP							
12-4430-4200.0000	CONTRACT S ROMERO/EVANGELINA//	YEP19-10-11	9.28-10.11.19 ASSIST WORK-Y	1053859	10/11/2019	10/11/2019	468.00
							<u>468.00</u>
Total Dept. CITY COSTS YEP:							<u>468.00</u>
Total Fund SELACO WIB:							<u>468.00</u>
Fund: 21 LIGHTING/LANDSCAPIN							
Dept: 4340 PW/STREET MAINTEN							
21-4340-4220.0000	UTILITIES/ELE						
	SOUTHERN CALIF EDISON C	3194-SEP19	09.01 - 10.01.19 SER PER	60318	10/05/2019	10/05/2019	0.00
	SOUTHERN CALIF EDISON C	3194-SEP19	09.01 - 10.01.19 SER PER	60318	10/05/2019	10/05/2019	390.90
	SOUTHERN CALIF EDISON C	3194-SEP19	09.01 - 10.01.19 SER PER	60318	10/05/2019	10/05/2019	7,182.12
							<u>7,573.02</u>
Total Dept. PW/STREET MAINTENANCE:							<u>7,573.02</u>
LANDSCAPING ASSESMENT:							<u>7,573.02</u>
Fund: 28 SECTION 8 HOUSING VI							
Dept: 4808 SECTION 8 HOUSING							
28-4808-4200.0000	CONTRACT S HUERTA/PATRICIA//	HG2019-02	09.10 - 10.02.19 CONSULTING	60300	10/02/2019	10/02/2019	2,497.50
							<u>2,497.50</u>
28-4808-4330.0000	SPECIAL SUP STAPLES BUSINESS ADVAN	3426249521	OFFICE SUPPLIES	1053863	09/28/2019	09/28/2019	49.88
							<u>49.88</u>
Total Dept. SECTION 8 HOUSING:							<u>2,547.38</u>
SECTION 8 HOUSING VOUCHERS:							<u>2,547.38</u>
Fund: 29 PHA - LOW MOD HOUSI							
Dept: 4910 HOUSING							
29-4910-4253.2720	ADMINISTRAT JWA URBAN CONSULTANTS	HG#16	SEPT 2019 PROF MTHLY SVC	1053852	10/01/2019	10/01/2019	9,800.00
							<u>9,800.00</u>
Total Dept. HOUSING:							<u>9,800.00</u>
PHA - LOW MOD HOUSING:							<u>9,800.00</u>
Fund: 30 CAPITAL PROJECTS							
Dept: 4909 CAPITAL PROJECTS							
30-4909-5209.0009	ACTIVE TRAN GAITAN/NORA//	12-715	COST ESTIMATES & REIMB EX	60297	09/24/2019	09/24/2019	1,578.75
							<u>1,578.75</u>
30-4909-5209.0020	HSIP GRANT ADVANCED APPLIED ENGIN	24420	AUG 2019 PROF SVCS DESIGN	1053839	08/31/2019	09/01/2019	16,533.50
							<u>16,533.50</u>
Total Dept. CAPITAL PROJECTS:							<u>18,112.25</u>
Fund CAPITAL PROJECTS:							<u>18,112.25</u>

Fund: 31 CAPITAL PROJECTS - R
Dept: 4311 PUBLIC WORKS

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
31-4311-5216.0001	MOBILE SANIT OZONE CLEAN TECHNOLOG	1775	OZONE SANITATION SYSTEM	60305	08/27/2019	09/01/2019	20,257.50
							<u>20,257.50</u>
						Total Dept. PUBLIC WORKS:	<u>20,257.50</u>
						AL PROJECTS - NON CIP:	<u>20,257.50</u>
						Grand Total:	<u>168,961.49</u>

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	103,149.86	0.00
02	STATE GAS FUND	2,850.00	0.00
03	PUBLIC SAFETY	1,960.00	0.00
06	PROPOSITION C	711.06	0.00
07	PROPOSITION A	711.07	0.00
10	COMMUNITY DEVELOPMENT BLOCK GT	821.35	0.00
12	SELACO WIB	468.00	0.00
21	LIGHTING/LANDSCAPING ASSESMENT	7,573.02	0.00
28	SECTION 8 HOUSING VOUCHERS	2,547.38	0.00
29	PHA - LOW MOD HOUSING	9,800.00	0.00
30	CAPITAL PROJECTS	18,112.25	0.00
31	CAPITAL PROJECTS - NON CIP	20,257.50	0.00
	Grand Total:	<u>168,961.49</u>	<u>0.00</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4140 CITY CLERK							
01-4140-4190.0000	EQUIPMENT F						
	DE LAGE LANDEN FINANCI	65343492	10.1 - 10.31.19 COPIER SERVIK	591	10/06/2019	10/06/2019	108.32
	DE LAGE LANDEN FINANCI	65343492	10.1 - 10.31.19 COPIER SERVIK	591	10/06/2019	10/06/2019	2,032.11
							2,140.43
Total Dept. CITY CLERK:							2,140.43
tal Fund GENERAL FUND:							2,140.43
Grand Total:							2,140.43

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	2,140.43	0.00
Grand Total:		2,140.43	0.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 02 STATE GAS FUND							
Dept: 4340 PW/STREET MAINTEN							
02-4340-4110.0000 AUTOMOTIVE							
	EXXON MOBIL FLEET SERVI	61809970	SEPT 2019 - P.W. FLEET FUEL	592	10/11/2019	10/11/2019	-96.71
	EXXON MOBIL FLEET SERVI	61809970	SEPT 2019 - P.W. FLEET FUEL	592	10/11/2019	10/11/2019	-15.86
	EXXON MOBIL FLEET SERVI	61809970	SEPT 2019 - P.W. FLEET FUEL	592	10/11/2019	10/11/2019	2,251.27
							<u>2,138.70</u>
							al Dept. PW/STREET MAINTENANCE: 2,138.70
							al Fund STATE GAS FUND: 2,138.70
							<u>Grand Total: 2,138.70</u>

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
02	STATE GAS FUND	2,138.70	0.00
	Grand Total:	<u>2,138.70</u>	<u>0.00</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4120 CITY MANAGER							
01-4120-4170.0000 POSTAGE							
	PITNEY BOWES GLOBAL FIN	3102960399	12/30/19 - 3/29/19 RENTAL	590	02/27/2019	09/01/2019	486.93
	PITNEY BOWES GLOBAL FIN	3103170812	3/30/19 - 6/29/19 RENTAL	590	05/30/2019	09/01/2019	486.93
							<u>973.86</u>
						Total Dept. CITY MANAGER:	973.86
						tal Fund GENERAL FUND:	973.86
						Grand Total:	973.86

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	973.86	0.00
	Grand Total:	<u>973.86</u>	<u>0.00</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4140 CITY CLERK							
01-4140-4190.0000 EQUIPMENT F							
	DE LAGE LANDEN FINANCIA	64258235	7.1 - 7.30.19 COPIER SVCS	589	07/06/2019	07/06/2019	2,024.10
	DE LAGE LANDEN FINANCIA	64258235	7.1 - 7.30.19 COPIER SVCS	589	07/06/2019	07/06/2019	-475.65
	DE LAGE LANDEN FINANCIA	64690767	COPIER SERVICES	589	08/15/2019	08/15/2019	43.62
	DE LAGE LANDEN FINANCIA	64700859	PROPERTY TAX & ADMIN FEE	589	08/17/2019	08/17/2019	400.46
	DE LAGE LANDEN FINANCIA	64991489	9.1 - 9.30.19 COPIER SVCS	589	09/07/2019	09/07/2019	-84.71
	DE LAGE LANDEN FINANCIA	64991489	9.1 - 9.30.19 COPIER SVCS	589	09/07/2019	09/07/2019	2,171.00
							4,078.82
Total Dept. CITY CLERK:							4,078.82
tal Fund GENERAL FUND:							4,078.82
Grand Total:							4,078.82

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	4,078.82	0.00
Grand Total:		4,078.82	0.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4191 COMMUNITY INFORM							
01-4191-4221.0000	UTILITIES/PHI						
	TIME WARNER CABLE	0217597091619	09.16 - 10.15.19 PHONE SVC	593	09/16/2019	09/16/2019	104.97
							<u>104.97</u>
							al Dept. COMMUNITY INFORMATION: 104.97
							tal Fund GENERAL FUND: 104.97
							<u>Grand Total: 104.97</u>

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	104.97	0.00
	Grand Total:	<u>104.97</u>	<u>0.00</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4150 FINANCE DEPARTMENT							
01-4150-4130.0000	BANK SERVICE						
	BANK OF THE WEST-BANK (	CCFEE-191001	BANK FEE CHARGES/SEPT 20	588	10/01/2019	10/01/2019	1,138.24
							<u>1,138.24</u>
							Total Dept. FINANCE DEPARTMENT: 1,138.24
							total Fund GENERAL FUND: 1,138.24
							<u>Grand Total: 1,138.24</u>

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	1,138.24	0.00
	Grand Total:	<u>1,138.24</u>	<u>0.00</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4191 COMMUNITY INFORM							
01-4191-4221.0000	UTILITIES/PHO						
	TIME WARNER CABLE	0032031092219	SEPT SVCS CABLE TV, INTERI	585	09/22/2019	09/22/2019	1,637.01
							<u>1,637.01</u>
							Total Dept. COMMUNITY INFORMATION: 1,637.01
							Total Fund GENERAL FUND: 1,637.01
							Grand Total: 1,637.01

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	1,637.01	0.00
	Grand Total:	<u>1,637.01</u>	<u>0.00</u>

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Fund: 01 GENERAL FUND							
Dept: 4311 PUBLIC WORKS							
01-4311-4219.0000	UTILITIES/WA						
	CITY OF LONG BEACH	CLB190923	8.19 - 9.18.19 SVC PER	577	09/23/2019	09/23/2019	1,445.18
							<u>1,445.18</u>
							Total Dept. PUBLIC WORKS: 1,445.18
							tal Fund GENERAL FUND: 1,445.18
Fund: 21 LIGHTING/LANDSCAPING							
Dept: 4340 PW/STREET MAINTENANCE							
21-4340-4219.0000	UTILITIES/WA						
	CITY OF LONG BEACH	CLB190923	8.19 - 9.18.19 SVC PER	577	09/23/2019	09/23/2019	104.34
	CITY OF LONG BEACH	CLB190923	8.19 - 9.18.19 SVC PER	577	09/23/2019	09/23/2019	20.94
							<u>125.28</u>
							al Dept. PW/STREET MAINTENANCE: 125.28
							LANDSCAPING ASSESMENT: 125.28
							<u>Grand Total: 1,570.46</u>

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	1,445.18	0.00
21	LIGHTING/LANDSCAPING ASSESMENT	125.28	0.00
	Grand Total:	<u>1,570.46</u>	<u>0.00</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4311 PUBLIC WORKS							
01-4311-4151.0000	BUILDING & G						
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	98.29
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	75.40
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	37.96
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	12.17
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	14.19
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	15.61
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	186.92
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	313.17
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	23.51
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	20.91
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	35.71
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	14.65
							848.49
01-4311-4151.0100	BLDG & GROU						
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	110.98
							110.98
01-4311-4151.0200	BLDG & GROU						
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	156.06
							156.06
							Total Dept. PUBLIC WORKS: 1,115.53
Dept: 4418 NEIGHBORHOOD PAF							
01-4418-4151.0000	BUILDING & G						
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	66.33
							66.33
							dept. NEIGHBORHOOD PARK/FIELDS: 66.33
							tal Fund GENERAL FUND: 1,181.86
Fund: 02 STATE GAS FUND							
Dept: 4340 PW/STREET MAINTEN							
02-4340-4150.0000	EQUIPMENT M						
	LOWE'S BUSINESS ACCOUN	LOWES190917	09.17.2019 STATEMENT DATE	594	09/17/2019	09/17/2019	31.37
							31.37
							al Dept. PW/STREET MAINTENANCE: 31.37
							al Fund STATE GAS FUND: 31.37
							Grand Total: 1,213.23

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	1,181.86	0.00
02	STATE GAS FUND	31.37	0.00
	Grand Total:	1,213.23	0.00

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Fund: 01 GENERAL FUND							
Dept: 4311 PUBLIC WORKS							
01-4311-4219.1940	UTILITIES/WA						
	GOLDEN STATE WATER COI	220163-AUG19	08.02 - 09.04.19 SER PER	600	09/05/2019	09/05/2019	251.96
							<u>251.96</u>
							Total Dept. PUBLIC WORKS: 251.96
Dept: 4418 NEIGHBORHOOD PAF							
01-4418-4219.0000	UTILITIES/WA						
	GOLDEN STATE WATER COI	065563-FEB19	02.04 - 02.28.19 SER PER	598	02/28/2019	09/01/2019	127.08
	GOLDEN STATE WATER COI	948953-AUG19	08.02 - 09.04.19 SER PER	615	09/05/2019	09/05/2019	80.45
	GOLDEN STATE WATER COI	303895-AUG19	08.06 - 09.04.19 SER PER	603	09/05/2019	09/05/2019	174.62
	GOLDEN STATE WATER COI	810092-AUG19	08.02 - 09.04.19 SER PER	613	09/05/2019	09/05/2019	58.68
	GOLDEN STATE WATER COI	247430-AUG19	08.05 - 09.05.19 SER PER	601	09/06/2019	09/06/2019	231.06
	GOLDEN STATE WATER COI	547430-AUG19	08.05 - 09.05.19 SER PER	609	09/06/2019	09/06/2019	628.53
	GOLDEN STATE WATER COI	84743-AUG19	08.05 - 09.05.19 SER PER	596	09/06/2019	09/06/2019	390.27
	GOLDEN STATE WATER COI	257430-AUG19	08.05 - 09.05.19 SER PER	602	09/06/2019	09/06/2019	961.98
	GOLDEN STATE WATER COI	400920-AUG19	08.02 - 09.04.19 SER PER	606	09/06/2019	09/06/2019	390.03
							<u>3,042.70</u>
							ept. NEIGHBORHOOD PARK/FIELDS: 3,042.70
							tal Fund GENERAL FUND: 3,294.66
Fund: 21 LIGHTING/LANDSCAPIN							
Dept: 4340 PW/STREET MAINTEN							
21-4340-4219.0000	UTILITIES/WA						
	GOLDEN STATE WATER COI	1349-AUG19	08.02 - 09.04.19 SER PER	595	09/05/2019	09/05/2019	150.38
	GOLDEN STATE WATER COI	538563-AUG19	08.02 - 09.04.19 SER PER	608	09/05/2019	09/05/2019	274.28
	GOLDEN STATE WATER COI	323893-AUG19	08.02 - 09.04.19 SER PER	604	09/05/2019	09/05/2019	209.15
	GOLDEN STATE WATER COI	112194-AUG19	08.02 - 09.04.19 SER PER	599	09/05/2019	09/05/2019	232.83
	GOLDEN STATE WATER COI	357430-AUG19	08.05 - 09.05.19 SER PER	605	09/06/2019	09/06/2019	1,231.78
	GOLDEN STATE WATER COI	657430-AUG19	08.06 - 09.05.19 SER PER	610	09/06/2019	09/06/2019	192.79
	GOLDEN STATE WATER COI	757430-AUG19	08.05 - 09.05.19 SER PER	612	09/06/2019	09/06/2019	296.21
	GOLDEN STATE WATER COI	857430-AUG19	08.05 - 09.05.19 SER PER	614	09/06/2019	09/06/2019	111.09
	GOLDEN STATE WATER COI	737430-AUG19	08.05 - 09.05.19 SER PER	611	09/06/2019	09/06/2019	651.63
	GOLDEN STATE WATER COI	001134-AUG19	08.05 - 09.05.19 SER PER	597	09/06/2019	09/06/2019	94.76
	GOLDEN STATE WATER COI	463254-AUG19	08.05 - 09.05.19 SER PER	607	09/06/2019	09/06/2019	83.86
							<u>3,528.76</u>
							al Dept. PW/STREET MAINTENANCE: 3,528.76
							LANDSCAPING ASSESMENT: 3,528.76
							Grand Total: 6,823.42

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	3,294.66	0.00
21	LIGHTING/LANDSCAPING ASSESMENT	3,528.76	0.00
	Grand Total:	<u>6,823.42</u>	<u>0.00</u>

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Fund: 01 GENERAL FUND							
Dept: 4120 CITY MANAGER							
01-4120-4170.0000	POSTAGE						
	FEDERAL EXPRESS CORPO	6-736-98412	EXPRESS MAIL 9/4/19	583	09/13/2019	09/13/2019	81.24
							<u>81.24</u>
							Total Dept. CITY MANAGER: 81.24
Dept: 4311 PUBLIC WORKS							
01-4311-4218.1940	UTILITIES/GAS						
	SO CAL GAS	SCGAS190912	SER PER 8/9 - 9/10/2019	584	09/12/2019	09/12/2019	3.07
							<u>3.07</u>
01-4311-4218.1951	UTIL/GAS/218						
	SO CAL GAS	SCGAS190912	SER PER 8/9 - 9/10/2019	584	09/12/2019	09/12/2019	179.30
							<u>179.30</u>
01-4311-4218.4671	UTIL/GAS/223						
	SO CAL GAS	SCGAS190912	SER PER 8/9 - 9/10/2019	584	09/12/2019	09/12/2019	66.87
							<u>66.87</u>
01-4311-4218.4771	UTIL/GAS/221						
	SO CAL GAS	SCGAS190912	SER PER 8/9 - 9/10/2019	584	09/12/2019	09/12/2019	53.59
							<u>53.59</u>
							Total Dept. PUBLIC WORKS: 302.83
							Total Fund GENERAL FUND: 384.07
							<u>Grand Total: 384.07</u>

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	384.07	0.00
	Grand Total:	<u>384.07</u>	<u>0.00</u>

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Fund: 01 GENERAL FUND							
Dept: 4311 PUBLIC WORKS							
01-4311-4151.0000	BUILDING & G						
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	114.33
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	53.27
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	31.37
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	18.72
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	62.71
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	62.71
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	104.36
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	31.42
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	69.07
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	17.74
							565.70
01-4311-4151.0200	BLDG & GROU						
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	124.64
							124.64
01-4311-4151.0350	BLDG & GROU						
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	128.32
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	180.93
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	406.38
							715.63
							Total Dept. PUBLIC WORKS: 1,405.97
Dept: 4418 NEIGHBORHOOD PAF							
01-4418-4151.0500	LEEWARE PA						
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	31.41
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	30.79
							62.20
							ept. NEIGHBORHOOD PARK/FIELDS: 62.20
							tal Fund GENERAL FUND: 1,468.17
Fund: 02 STATE GAS FUND							
Dept: 4340 PW/STREET MAINTEN							
02-4340-4110.0000	AUTOMOTIVE						
	EXXON MOBIL FLEET SERVI	61299894	AUG 2019 - P.W. FLEET FUEL	581	09/11/2019	09/11/2019	-76.69
	EXXON MOBIL FLEET SERVI	61299894	AUG 2019 - P.W. FLEET FUEL	581	09/11/2019	09/11/2019	-4.19
	EXXON MOBIL FLEET SERVI	61299894	AUG 2019 - P.W. FLEET FUEL	581	09/11/2019	09/11/2019	1,630.67
							1,549.79
02-4340-4227.0000	SIGN MAINTEN						
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	12.87
							12.87
							tal Dept. PW/STREET MAINTENANCE: 1,562.66
							tal Fund STATE GAS FUND: 1,562.66
Fund: 21 LIGHTING/LANDSCAPIN							
Dept: 4340 PW/STREET MAINTEN							
21-4340-4159.0000	PARKWAY/ME						
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	24.60
	LOWE'S BUSINESS ACCOUN	LOWES190817	STATEMENT DATE 08/17/2019	582	08/17/2019	09/01/2019	57.67
							82.27
							tal Dept. PW/STREET MAINTENANCE: 82.27

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LANDSCAPING ASSESMENT:							82.27
Grand Total:							3,113.10

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	1,468.17	0.00
02	STATE GAS FUND	1,562.66	0.00
21	LIGHTING/LANDSCAPING ASSESMENT	82.27	0.00
Grand Total:		3,113.10	0.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4191 COMMUNITY INFORM							
01-4191-4221.0000	UTILITIES/PHI						
	TIME WARNER CABLE	0032031082219	AUG SVCS CABLE TV, INTERN	587	08/22/2019	08/22/2019	1,709.90
							<u>1,709.90</u>
							al Dept. COMMUNITY INFORMATION: 1,709.90
Dept: 4201 EMPLOYEE BENEFIT:							
01-4201-4143.0000 UNEMPLOYM							
	STATE OF CALIFORNIA EMP	L0707253088	06/30/2019 Q/E UNEMPLOYME	586	07/30/2019	07/30/2019	3,076.00
							<u>3,076.00</u>
							Total Dept. EMPLOYEE BENEFITS: 3,076.00
							tal Fund GENERAL FUND: 4,785.90
							<u>Grand Total: 4,785.90</u>

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	4,785.90	0.00
	Grand Total:	<u>4,785.90</u>	<u>0.00</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4311 PUBLIC WORKS							
01-4311-4151.0000	BUILDING & G						
	MISSION LINEN & UNIFORM	510444410	8.2.19 UNIFORMS, TOWELS,&	580	08/02/2019	09/01/2019	495.22
	MISSION LINEN & UNIFORM	510492680	8.9.19 UNIFORMS, TOWELS,&	580	08/09/2019	09/01/2019	581.20
	MISSION LINEN & UNIFORM	510541041	8.16.19 UNIFORMS,TOWELS,&	580	08/16/2019	09/01/2019	485.12
	MISSION LINEN & UNIFORM	510599922	8.23.19 UNIFORMS,TOWELS,&	580	08/23/2019	09/01/2019	488.91
							2,050.45
01-4311-4151.0400	BLDG & GROU						
	MISSION LINEN & UNIFORM	510444414	8.2.19 MATS & BLDG SUPPLIE	580	08/02/2019	09/01/2019	65.37
	MISSION LINEN & UNIFORM	510492684	8.9.19 MATS & BLDG SUPPLIE	580	08/09/2019	09/01/2019	65.37
	MISSION LINEN & UNIFORM	510541045	8.16.19 MATS & BLDG SUPPLIE	580	08/16/2019	09/01/2019	65.37
	MISSION LINEN & UNIFORM	510599926	8.23.19 MATS & BLDG SUPPLIE	580	08/23/2019	09/01/2019	65.37
	MISSION LINEN & UNIFORM	510649577	8.30.19 MATS & BLDG SUPPLIE	580	08/30/2019	09/01/2019	65.37
							326.85
Total Dept. PUBLIC WORKS:							2,377.30
tal Fund GENERAL FUND:							2,377.30
Fund: 02 STATE GAS FUND							
Dept: 4340 PW/STREET MAINTEN							
02-4340-4200.0000	CONTRACT S						
	MISSION LINEN & UNIFORM	510444410	8.2.19 UNIFORMS, TOWELS,&	580	08/02/2019	09/01/2019	495.21
	MISSION LINEN & UNIFORM	510492680	8.9.19 UNIFORMS, TOWELS,&	580	08/09/2019	09/01/2019	581.20
	MISSION LINEN & UNIFORM	510541041	8.16.19 UNIFORMS,TOWELS,&	580	08/16/2019	09/01/2019	485.13
	MISSION LINEN & UNIFORM	510599922	8.23.19 UNIFORMS,TOWELS,&	580	08/23/2019	09/01/2019	488.91
							2,050.45
al Dept. PW/STREET MAINTENANCE:							2,050.45
al Fund STATE GAS FUND:							2,050.45
 							Grand Total: 4,427.75

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	2,377.30	0.00
02	STATE GAS FUND	2,050.45	0.00
Grand Total:		4,427.75	0.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4150 FINANCE DEPARTMENT							
01-4150-4130.0000 BANK SERVICE							
BANK OF THE WEST-BANK (		CCFEE-190901	BANK FEE CHARGES/AUG 201	579	09/01/2019	09/01/2019	1,544.75
							<u>1,544.75</u>
						Total Dept. FINANCE DEPARTMENT:	<u>1,544.75</u>
						total Fund GENERAL FUND:	<u>1,544.75</u>
						Grand Total:	<u>1,544.75</u>

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	1,544.75	0.00
	Grand Total:	<u>1,544.75</u>	<u>0.00</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4120 CITY MANAGER							
01-4120-4170.0000 POSTAGE							
	PITNEY BOWES GLOBAL FIN	3103377922	6/30/19 - 9/29/19 RENTAL	578	08/30/2019	09/01/2019	486.93
							<u>486.93</u>
						Total Dept. CITY MANAGER:	486.93
						tal Fund GENERAL FUND:	486.93
						Grand Total:	486.93

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	486.93	0.00
	Grand Total:	<u>486.93</u>	<u>0.00</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4110 CITY COUNCIL							
01-4110-4210.0000 TRAVEL & MEI							
	BANK OF THE WEST	190728-5155	M/C 5155 07/28/2019 HT	638	07/28/2019	07/28/2019	1,229.19
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	188.30
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	14.99
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	13.25
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	222.01
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	15.75
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	58.73
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	194.80
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	25.35
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	51.73
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	291.60
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	969.12
	BANK OF THE WEST	190728-1225	M/C 1225 07/28/2019 JA	638	07/28/2019	07/28/2019	244.30
	BANK OF THE WEST	190728-1225	M/C 1225 07/28/2019 JA	638	07/28/2019	07/28/2019	298.30
	BANK OF THE WEST	190728-1225	M/C 1225 07/28/2019 JA	638	07/28/2019	07/28/2019	750.00
							4,567.42
01-4110-4238.0000 PROGRAMS A							
	BANK OF THE WEST	190728-6441	M/C 6441 07/28/2019 BL	638	07/28/2019	07/28/2019	118.05
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	1,350.00
							1,468.05
Total Dept. CITY COUNCIL:							6,035.47
Dept: 4120 CITY MANAGER							
01-4120-4110.0000 AUTOMOTIVE							
	BANK OF THE WEST	190728-4663	M/C 4663 07/28/2019 EH	638	07/28/2019	07/28/2019	42.15
							42.15
01-4120-4238.0000 PROGRAMS A							
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	300.00
							300.00
01-4120-4330.0000 SPECIAL SUP							
	BANK OF THE WEST	190728-6441	M/C 6441 07/28/2019 BL	638	07/28/2019	07/28/2019	87.55
	BANK OF THE WEST	190728-6441	M/C 6441 07/28/2019 BL	638	07/28/2019	07/28/2019	88.97
	BANK OF THE WEST	190728-6441	M/C 6441 07/28/2019 BL	638	07/28/2019	07/28/2019	15.41
	BANK OF THE WEST	190728-6441	M/C 6441 07/28/2019 BL	638	07/28/2019	07/28/2019	111.30
	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	33.12
							336.35
Total Dept. CITY MANAGER:							678.50
Dept: 4140 CITY CLERK							
01-4140-4168.0000 COUNCIL MEI							
	BANK OF THE WEST	190728-8396	M/C 8396 07/28/2019 CCA	638	07/28/2019	07/28/2019	39.24
	BANK OF THE WEST	190728-8396	M/C 8396 07/28/2019 CCA	638	07/28/2019	07/28/2019	203.45
	BANK OF THE WEST	190728-8396	M/C 8396 07/28/2019 CCA	638	07/28/2019	07/28/2019	152.99
	BANK OF THE WEST	190728-8396	M/C 8396 07/28/2019 CCA	638	07/28/2019	07/28/2019	49.28
	BANK OF THE WEST	190728-8396	M/C 8396 07/28/2019 CCA	638	07/28/2019	07/28/2019	116.94
							561.90
01-4140-4330.0000 SPECIAL SUP							
	BANK OF THE WEST	190728-8396	M/C 8396 07/28/2019 CCA	638	07/28/2019	07/28/2019	23.53
							23.53
Total Dept. CITY CLERK:							585.43
Dept: 4150 FINANCE DEPARTMENT							
01-4150-4285.0000 STAFF DEVEL							
	BANK OF THE WEST	190728-2007	M/C 2007 07/28/2019 LH	638	07/28/2019	07/28/2019	33.26

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							33.26
01-4150-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-6441	M/C 6441 07/28/2019 BL	638	07/28/2019	07/28/2019	6.53
	BANK OF THE WEST	190728-6441	M/C 6441 07/28/2019 BL	638	07/28/2019	07/28/2019	-19.95
	BANK OF THE WEST	190728-6441	M/C 6441 07/28/2019 BL	638	07/28/2019	07/28/2019	12.95
	BANK OF THE WEST	190728-6441	M/C 6441 07/28/2019 BL	638	07/28/2019	07/28/2019	19.95
							19.48
Total Dept. FINANCE DEPARTMENT:							52.74
Dept: 4180 PLANNING							
01-4180-4110.0000	AUTOMOTIVE						
	BANK OF THE WEST	190728-4461	M/C 4461 07/28/2019	638	07/28/2019	07/28/2019	49.65
							49.65
01-4180-4200.0000	CONTRACT S						
	BANK OF THE WEST	190728-4461	M/C 4461 07/28/2019	638	07/28/2019	07/28/2019	231.75
							231.75
01-4180-4210.0000	TRAVEL & ME						
	BANK OF THE WEST	190728-4461	M/C 4461 07/28/2019	638	07/28/2019	07/28/2019	620.00
							620.00
01-4180-4300.0000	OFFICE SUPP						
	BANK OF THE WEST	190728-4461	M/C 4461 07/28/2019	638	07/28/2019	07/28/2019	52.08
							52.08
01-4180-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-8781	M/C 8781 07/28/2019 JC	638	07/28/2019	07/28/2019	36.99
	BANK OF THE WEST	190728-4461	M/C 4461 07/28/2019	638	07/28/2019	07/28/2019	134.03
	BANK OF THE WEST	190728-4461	M/C 4461 07/28/2019	638	07/28/2019	07/28/2019	52.07
							223.09
Total Dept. PLANNING:							1,176.57
Dept: 4191 COMMUNITY INFORM							
01-4191-4160.0000	PUBLICATION						
	BANK OF THE WEST	190728-8773	M/C 8773 07/28/19 BM	638	07/28/2019	07/28/2019	52.99
	BANK OF THE WEST	190728-8773	M/C 8773 07/28/19 BM	638	07/28/2019	07/28/2019	9.80
	BANK OF THE WEST	190728-8773	M/C 8773 07/28/19 BM	638	07/28/2019	07/28/2019	34.99
							97.78
01-4191-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-8773	M/C 8773 07/28/19 BM	638	07/28/2019	07/28/2019	8.21
							8.21
01-4191-4410.0000	EQUIPMENT						
	BANK OF THE WEST	190728-8773	M/C 8773 07/28/19 BM	638	07/28/2019	07/28/2019	718.88
							718.88
Total Dept. COMMUNITY INFORMATION:							824.87
Dept: 4193 COMMUNITY RELATIK							
01-4193-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-4310	M/C 4310 07/28/2019 CR	638	07/28/2019	07/28/2019	101.55
							101.55
Total Dept. COMMUNITY RELATIONS:							101.55
Dept: 4200 HUMAN RESOURCES							
01-4200-4103.0000	RECRUITMEN						

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	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	29.85
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	26.50
	BANK OF THE WEST	190728-2015	M/C 2015 07/28/2019	638	07/28/2019	07/28/2019	113.16
	BANK OF THE WEST	190728-2015	M/C 2015 07/28/2019	638	07/28/2019	07/28/2019	31.50
	BANK OF THE WEST	190728-2015	M/C 2015 07/28/2019	638	07/28/2019	07/28/2019	7.45
	BANK OF THE WEST	190728-2015	M/C 2015 07/28/2019	638	07/28/2019	07/28/2019	61.32
	BANK OF THE WEST	190728-2015	M/C 2015 07/28/2019	638	07/28/2019	07/28/2019	390.00
	BANK OF THE WEST	190728-2015	M/C 2015 07/28/2019	638	07/28/2019	07/28/2019	78.37

738.15

Total Dept. HUMAN RESOURCES: 738.15

Dept: 4210 PUBLIC SAFETY

01-4210-4110.0000 AUTOMOTIVE

	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	50.00
	BANK OF THE WEST	190728-4310	M/C 4310 07/28/2019 CR	638	07/28/2019	07/28/2019	15.00
	BANK OF THE WEST	190728-4310	M/C 4310 07/28/2019 CR	638	07/28/2019	07/28/2019	71.06
	BANK OF THE WEST	190728-4310	M/C 4310 07/28/2019 CR	638	07/28/2019	07/28/2019	32.00

168.08

01-4210-4238.0000 PROGRAMS A

	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	100.52
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	546.98
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	43.00
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	63.76
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	297.00

1,051.26

01-4210-4300.0000 OFFICE SUPP

	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	49.04
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49.04

01-4210-4330.0000 SPECIAL SUP

	BANK OF THE WEST	190728-4311	M/C 4311 07/28/2019 ADMIN	638	07/28/2019	07/28/2019	157.61
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157.61

01-4210-4337.0000 UNIFORMS A

	BANK OF THE WEST	190728-4310	M/C 4310 07/28/2019 CR	638	07/28/2019	07/28/2019	30.07
	BANK OF THE WEST	190728-4310	M/C 4310 07/28/2019 CR	638	07/28/2019	07/28/2019	205.79

205.86

Total Dept. PUBLIC SAFETY: 1,721.83

Dept: 4311 PUBLIC WORKS

01-4311-4110.0000 AUTOMOTIVE

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	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	42.38
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	17.59
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	31.03
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	32.60
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	40.75
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	30.15
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	16.99
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	40.76
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	31.08
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	40.00
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	100.00
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	37.54
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	-37.99
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	93.27
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	86.84
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	60.00
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	29.57
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	19.90
	BANK OF THE WEST	190728-0045	M/C 0045 07/28/2019	638	07/28/2019	07/28/2019	37.74
	BANK OF THE WEST	190728-0045	M/C 0045 07/28/2019	638	07/28/2019	07/28/2019	30.64
							780.84
01-4311-4151.0000	BUILDING & G						
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	24.98
	BANK OF THE WEST	190728-0045	M/C 0045 07/28/2019	638	07/28/2019	07/28/2019	26.23
							51.21
01-4311-4151.0100	BLDG & GROU						
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	163.20
							163.20
01-4311-4190.0000	EQUIPMENT F						
	BANK OF THE WEST	190728-0045	M/C 0045 07/28/2019	638	07/28/2019	07/28/2019	238.00
							238.00
01-4311-4300.0000	OFFICE SUPP						
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	157.66
							157.66
01-4311-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	99.62
							99.62
							Total Dept. PUBLIC WORKS: 1,490.53
Dept: 4410	PARK AND RECREATI						
01-4410-4102.0000	ADVERTISING						
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	12.95
							12.95
01-4410-4210.0000	TRAVEL & ME						
	BANK OF THE WEST	190728-4302	M/C 4302 07/28/2019 AC	638	07/28/2019	07/28/2019	122.00
							122.00
01-4410-4300.0000	OFFICE SUPP						
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	89.21
							89.21
							Total Dept. PARK AND RECREATION: 224.16
Dept: 4411	SUMMER LUNCH FOC						
01-4411-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	9.83
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	46.81

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							<u>56.64</u>
			SUMMER LUNCH FOOD PROGRAM:				56.64
Dept: 4413 YOUTH SPORTS							
01-4413-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	255.53
							<u>255.53</u>
							Total Dept. YOUTH SPORTS: 255.53
Dept: 4414 ADULT SPORTS							
01-4414-4300.0000	OFFICE SUPP						
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	605.50
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	32.27
							<u>637.77</u>
							Total Dept. ADULT SPORTS: 637.77
Dept: 4415 C. ROBERT LEE CEN							
01-4415-4238.0000	PROGRAMS A						
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	149.99
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	517.72
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	75.68
							<u>743.39</u>
01-4415-4238.0039	BOXING SHO						
	BANK OF THE WEST	190728-7021	M/C 7021 07/28/2019 MN	638	07/28/2019	07/28/2019	40.77
							<u>40.77</u>
							Total Dept. C. ROBERT LEE CENTER: 784.16
Dept: 4416 LEE WARE PARK							
01-4416-4208.0000	EXCURSIONS						
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	89.92
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	100.00
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	175.28
							<u>365.20</u>
01-4416-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-4278	M/C 4278 07/28/2019 AA	638	07/28/2019	07/28/2019	245.12
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	160.98
							<u>406.10</u>
							Total Dept. LEE WARE PARK: 771.30
Dept: 4417 LEE WARE POOL							
01-4417-4238.0041	SWIM TEAM						
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	73.09
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	101.91
							<u>175.00</u>
01-4417-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	66.43
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	141.28
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	244.32
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	31.31
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	156.56
							<u>639.90</u>
							Total Dept. LEE WARE POOL: 814.90
Dept: 4418 NEIGHBORHOOD PAF							
01-4418-4151.0000	BUILDING & C						
	BANK OF THE WEST	190728-0045	M/C 0045 07/28/2019	638	07/28/2019	07/28/2019	57.81

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							57.81
01-4418-4151.0500	LEEWARE PA						
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	577.40
							577.40
01-4418-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-4084	M/C 4084 07/28/2019 PWD	638	07/28/2019	07/28/2019	61.33
							61.33
							ept. NEIGHBORHOOD PARK/FIELDS: 696.54
Dept: 4419 SENIOR CITIZENS CE							
01-4419-4206.0000	SPECIAL EVE						
	BANK OF THE WEST	190728-4278	M/C 4278 07/28/2019 AA	638	07/28/2019	07/28/2019	35.69
	BANK OF THE WEST	190728-4278	M/C 4278 07/28/2019 AA	638	07/28/2019	07/28/2019	62.92
	BANK OF THE WEST	190728-4278	M/C 4278 07/28/2019 AA	638	07/28/2019	07/28/2019	58.42
							157.03
01-4419-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-4278	M/C 4278 07/28/2019 AA	638	07/28/2019	07/28/2019	56.76
							56.76
01-4419-4336.0000	SENIOR PROJ						
	BANK OF THE WEST	190728-4278	M/C 4278 07/28/2019 AA	638	07/28/2019	07/28/2019	83.85
	BANK OF THE WEST	190728-4278	M/C 4278 07/28/2019 AA	638	07/28/2019	07/28/2019	51.92
	BANK OF THE WEST	190728-4278	M/C 4278 07/28/2019 AA	638	07/28/2019	07/28/2019	57.77
	BANK OF THE WEST	190728-4278	M/C 4278 07/28/2019 AA	638	07/28/2019	07/28/2019	145.40
	BANK OF THE WEST	190728-4278	M/C 4278 07/28/2019 AA	638	07/28/2019	07/28/2019	27.96
	BANK OF THE WEST	190728-4278	M/C 4278 07/28/2019 AA	638	07/28/2019	07/28/2019	27.96
							394.86
							tal Dept. SENIOR CITIZENS CENTER: 608.65
Dept: 4421 RECREATION SPECIA							
01-4421-4331.0000	SPECIAL EVE						
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	30.61
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	194.25
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	9.99
							234.85
01-4421-4331.0001	FOURTH OF J						
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	149.80
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	11.27
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	56.33
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	152.59
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	264.15
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	106.05
							740.19
01-4421-4331.0002	CAR SHOW						
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	370.40
							370.40
							ept. RECREATION SPECIAL EVENTS: 1,345.44
Dept: 4422 CLARKDALE PARK							
01-4422-4208.0000	EXCURSIONS						
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	161.00
							161.00
01-4422-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	108.03
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	6.99
	BANK OF THE WEST	190728-3316	M/C 3316 07/28/2019	638	07/28/2019	07/28/2019	78.32

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							<u>193.34</u>
							Total Dept. CLARKDALE PARK: 354.34
Dept: 4423 TEEN CENTER							
01-4423-4410.0000	EQUIPMENT						
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	1,738.91
							<u>1,738.91</u>
							Total Dept. TEEN CENTER: 1,738.91
Dept: 4426 ALTERNATIVE TO GA							
01-4426-4206.0000	SPECIAL EVE						
	BANK OF THE WEST	190728-4328	M/C 4328 07/28/2019 EV	638	07/28/2019	07/28/2019	64.89
	BANK OF THE WEST	190728-4328	M/C 4328 07/28/2019 EV	638	07/28/2019	07/28/2019	41.59
	BANK OF THE WEST	190728-4328	M/C 4328 07/28/2019 EV	638	07/28/2019	07/28/2019	8.54
	BANK OF THE WEST	190728-4328	M/C 4328 07/28/2019 EV	638	07/28/2019	07/28/2019	25.39
	BANK OF THE WEST	190728-4328	M/C 4328 07/28/2019 EV	638	07/28/2019	07/28/2019	13.73
	BANK OF THE WEST	190728-4328	M/C 4328 07/28/2019 EV	638	07/28/2019	07/28/2019	53.53
							<u>207.67</u>
01-4426-4438.0000	ATGM SCHOL						
	BANK OF THE WEST	190728-4328	M/C 4328 07/28/2019 EV	638	07/28/2019	07/28/2019	15.75
	BANK OF THE WEST	190728-4328	M/C 4328 07/28/2019 EV	638	07/28/2019	07/28/2019	15.75
	BANK OF THE WEST	190728-4328	M/C 4328 07/28/2019 EV	638	07/28/2019	07/28/2019	31.20
							<u>62.70</u>
							TERNATIVE TO GANG MEMBERSHIP: 270.37
Dept: 4427 FEDDE SPORTS COM							
01-4427-4300.0000	OFFICE SUPP						
	BANK OF THE WEST	190728-9107	M/C 9107 07/28/2019 HSD	638	07/28/2019	07/28/2019	314.90
							<u>314.90</u>
							Total Dept. FEDDE SPORTS COMPLEX: 314.90
							Total Fund GENERAL FUND: 22,279.25
Fund: 03 PUBLIC SAFETY							
Dept: 0419 YAL PROBATION FUN							
03-0419-4208.0000	EXCURSIONS						
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	10.00
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	97.00
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	107.96
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	15.00
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	20.00
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	272.00
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	92.49
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	73.00
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	256.00
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	39.99
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	100.00
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	149.24
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	12.50
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	12.50
	BANK OF THE WEST	190728-3404	M/C 3404 07/28/2019 PSC	638	07/28/2019	07/28/2019	320.00
							<u>1,577.68</u>
							Total Dept. YAL PROBATION FUNDING: 1,577.68
							Total Fund PUBLIC SAFETY: 1,577.68

Fund: 12 SELACO WIB

INVOICE APPROVAL LIST BY FUND REPORT

ONLINE W/R 08/13/2019

Date: 10/31/2019

Time: 11:28 AM

Page: 178

City of Hawaiian Gardens

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Dept: 4428 CALWORKS							
12-4428-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-6458	M/C 6458 07/28/2019	638	07/28/2019	07/28/2019	23.40
							<u>23.40</u>
							Total Dept. CALWORKS: 23.40
Dept: 4429 OTHER UNDERSERVE							
12-4429-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-6458	M/C 6458 07/28/2019	638	07/28/2019	07/28/2019	39.00
							<u>39.00</u>
							Dept. OTHER UNDERSERVED YOUTH: 39.00
Dept: 4432 SYSTEM INVOLVED Y							
12-4432-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-6458	M/C 6458 07/28/2019	638	07/28/2019	07/28/2019	31.20
							<u>31.20</u>
							Total Dept. SYSTEM INVOLVED YOUTH: 31.20
Dept: 4433 NET COUNTY COST							
12-4433-4330.0000	SPECIAL SUP						
	BANK OF THE WEST	190728-6458	M/C 6458 07/28/2019	638	07/28/2019	07/28/2019	15.55
							<u>15.55</u>
							Total Dept. NET COUNTY COST: 15.55
							Total Fund SELACO WIB: 109.15
							Grand Total: 23,966.08

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	22,279.25	0.00
03	PUBLIC SAFETY	1,577.68	0.00
12	SELACO WIB	109.15	0.00
	Grand Total:	<u>23,966.08</u>	<u>0.00</u>

INVOICE APPROVAL LIST BY FUND REPORT

ONLINE W/R 09/11/2019

Date: 11/05/2019

Time: 10:00

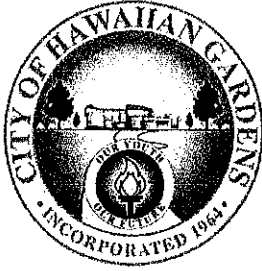
Page: **P. 179**

City of Hawaiian Gardens

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 4150 FINANCE DEPARTMENT							
01-4150-4130.0000	BANK SERVIC						
	BANK OF THE WEST-BANK (	DS-190911	8.29.19 - DIRECT DEPOSIT SLI	643	09/11/2019	09/11/2019	130.64
							<u>130.64</u>
							Total Dept. FINANCE DEPARTMENT: 130.64
							tal Fund GENERAL FUND: 130.64
							Grand Total: 130.64

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	130.64	0.00
	Grand Total:	130.64	0.00



**CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT**

P. 180
Agenda Item No.: B-4
City Manager: *[Signature]*

DATE: November 12, 2019
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Linda Hollinsworth, Finance Director/Treasurer
SUBJECT: RESOLUTION NO. 107-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA APPROVING THE EXCHANGE OF PROPOSITION A FUNDS BETWEEN THE CITY OF HAWAIIAN GARDENS AND THE CITY OF WALNUT, CALIFORNIA AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS

SUMMARY:

The City recognizes that the cost to support the City's transportation needs exceeds the revenues received from the available restricted funding. Transfers from the General Fund are required to subsidize transportation related expenses. One way to reduce the impact on the General Fund is to purchase Proposition A Transportation Funds at a discount from other cities in return for unrestricted General Fund dollars.

The City will receive approximately \$296,000 in Prop A Local Return Transit Funds in FY 19-20 that can only be used for public transportation purposes. The budgeted expenditures FY 19-20 for these transportation related programs will exceed the budgeted revenues. The City has previously processed agreements for exchange of Prop A funds with the City of La Habra Heights and the City; however, to provide adequate revenues to support the programs funded through Prop A, an additional purchase from the City of Walnut is required. The City of Walnut has \$101,000 of Prop A Funds available. They would like to exchange these Prop A funds at a rate of 75/100 or \$75,750 of General Fund dollars. This additional revenue is included in the FY 2019-2021 budget. This expense was approved as part of the approved budget FY 19-21.

FISCAL IMPACT:

The Exchange of Prop A Funds is budgeted with an expense of \$75,750 from the General Fund and an increase of \$101,000 Prop A. Fund revenue.

COUNCIL ACTION :

Approve Resolution No. 107-2019

ATTACHMENTS:

Resolution No. 107-2019
Proposition A Exchange Agreement

CITY OF HAWAIIAN GARDENS

RESOLUTION NO. 107-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE EXCHANGE OF PROPOSITION A FUNDS BETWEEN THE CITY OF HAWAIIAN GARDENS AND THE CITY OF WALNUT, CALIFORNIA AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, The City considers ways to increase revenue and to reduce the need for the use of general fund reserves for fiscal year 2019-2020, and

WHEREAS, the use of Proposition A funds is strictly limited by law; and

WHEREAS, City of Walnut desires to exchange \$101,000 of Proposition A funds for \$75,750 of City of Hawaiian Gardens General Fund.

NOW, THEREFORE BE IT RESOLVED by the Hawaiian Gardens City Council as follows:

Section 1. This exchange was included in the FY 2019-2021 adopted budget

Section 2. The City of Hawaiian Gardens will exchange \$75,750 of its General Funds for \$101,000 FY 2019-2020 Proposition A funds with the City of Walnut at an exchange rate of 75/100.

Section 3. The City of Hawaiian Gardens shall assign the agreed upon General Funds to the City of Walnut in one lump sum payment.

Section 4. The City Manager is authorized and directed to execute any and all documents necessary to complete the exchange of funds on behalf of the City of Hawaiian Gardens.

Section 5. This resolution shall take effect immediately.

Section 6. The City Clerk, or her duly designated staff, is directed to attest thereto.

PASSED, APPROVED, AND ADOPTED on this 12nd day of November 2019 by the City Council of the City of Hawaiian Gardens.

MYRA MARAVILLA
MAYOR

ATTEST:

LUCIE COLOMBO, CMC, CMPC
CITY CLERK

**FUND EXCHANGE AGREEMENT
BETWEEN THE CITY OF WALNUT, CALIFORNIA
AND THE CITY OF HAWAIIAN GARDENS, CALIFORNIA
PROP A LOCAL RETURN FUND EXCHANGE**

This Fund Exchange Agreement is made and entered into effective January 1, 2020, by and between the City of Walnut, California and the City of Hawaiian Gardens, California with respect to the following facts:

- A. The City of Hawaiian Gardens provides ongoing operating funding for eligible transit services to the residents of Hawaiian Gardens as well as provide for certain capital projects eligible for Prop A Funds. Adequate Proposition A Local Return funding for such services is not available given the limited amount of Hawaiian Gardens' Local Return allocation.
- B. The City of Walnut has uncommitted Proposition A Local Return funds which could be made available to Hawaiian Gardens to assist in providing the services discussed in Paragraph A of this Agreement. In exchange for the assignment by Hawaiian Gardens for the amount of its general funds indicated in Section 1 below, the City of Walnut is willing to assign uncommitted Proposition A Local Return funds to Hawaiian Gardens for the purpose identified in Paragraph A.
- C. The City of Walnut is willing to exchange its uncommitted Proposition A Local Return funding in the amount indicated in Section 1 below to the City of Hawaiian Gardens, for the purpose identified in Paragraph A above, for City of Hawaiian Garden's general funds.
- D. The City of Hawaiian Gardens is willing to exchange its general funds in the amount indicated in Section 1 below in exchange for City of Walnut's uncommitted Proposition A Local Return funds.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. EXCHANGE. The City of Walnut agrees to assign a total of \$101,000 of its Proposition A Local Return funding authority to Hawaiian Gardens from reserves and the Fiscal Year 2017- 2018 allocation. In return, Hawaiian Gardens agrees to assign \$75,750 of its general funds to the City of Walnut.
2. CONSIDERATION. The City of Walnut shall assign the agreed upon Proposition A Local Return funds to Hawaiian Gardens in one lump-sum payment. Hawaiian Gardens shall assign the agreed upon general funds to the City of Walnut in one lump-sum payment. Each payment shall be due within 30 days of the first date that both of the following have occurred: (a) execution of this Agreement, and (b) approval by Los Angeles County Metropolitan Transportation Authority (LACMTA) of the City of Hawaiian Gardens project description.
3. TERM. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.
4. TERMINATION. Termination of this Agreement may be made by either party so long as both of the following are correct: (a) written notice of intent to terminate is given to the other party at least five (5) days prior to the effective date of the termination; and (b) the effective date of the termination is before the date LACMTA approves the City of Hawaiian Gardens project description covering the funds in question.

5. NOTICES. Notices shall be given pursuant to this agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States postal Service addressed as follows:

a. Robert M. Wishner
City Manager
City of Walnut
101 Main Street
Surf City, CA 90000

b. Ernie Hernandez
City Manager
City of Hawaiian Gardens
21815 Pioneer Blvd.
Hawaiian Gardens, CA 90716

6. ASSURANCES

- A. Hawaiian Gardens shall use the assigned Proposition A Local Return funds only for the purpose of providing the services discussed in Paragraph A of this Agreement and within the time limits specified in LAC Metro's Proposition A Local Return Program Guidelines.
- B. Concurrently with the execution of this Agreement, Hawaiian Gardens shall provide LAC Metro with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition A funds specified in the Guidelines regarding the use of the assigned Proposition A Local Return funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the City of Hawaiian Gardens on November 12, 2019, and by the City of Walnut on October 23, 2019.

CITY OF WALNUT

CITY OF HAWAIIAN GARDENS

BY: 
Robert M. Wishner, City Manager

BY: _____
Ernie Hernandez, City Manager

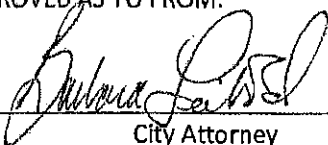
ATTEST:

BY: 
Teresa DeDios, City Clerk

BY: _____
Lucie Colombo, City Clerk

APPROVED AS TO FROM:

APPROVED AS TO FROM:

BY: 
City Attorney

BY: _____
City Attorney

Agenda Item No.: B-5

City Manager: 

CITY OF HAWAIIAN GARDENS CITY COUNCIL STAFF REPORT

DATE: November 12, 2019

TO: Honorable Mayor and Members of the City Council

FROM: Ernie Hernandez, City Manager

BY: Joseph Colombo, Community Development Director
Kevin Nguyen, Associate Planner II

SUBJECT: RESOLUTION NO. 108-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCEPTING IRREVOCABLE OFFER OF DEDICATION OF A 663.75 SQUARE FOOT FOR FUTURE PUBLIC RIGHT-OF-WAY PURPOSES LOCATED AT 22002-22006 HAWAIIAN AVENUE, CITY OF HAWAIIAN GARDENS, CALIFORNIA

BACKGROUND

On February 13, 2019 the City of Hawaiian Gardens Planning Commission approved Resolution No. 2019-002 associated with Case PLNG2019-0001DRB (Design Review Board) and Resolution No. 2019-003 associated with Case PLNG2019-0004VAR (Variance) for the development of an 8-unit apartment complex. As a condition of approval, the applicant is required to dedicate a 5-foot right-of-way through an Irrevocable Offer of Dedication (IOD) agreement for future roadway purposes along Hawaiian Avenue fronting the subject lot.

The City of Hawaiian Gardens City Engineering Division has reviewed the proposed IOD at the subject site and confirmed that the IOD is complete and ready for City Council acceptance.

DISCUSSION

The subject property is located on the east side of Hawaiian Avenue, just north of 221st Street. It is zoned R-3 (Intermediate Density Residential) with a General Plan Land Use Designation of "Intermediate Density". The site is currently improved with two single family residences.

During the preliminary plan review process, staff discovered that the subject site consists of two parcels, which include portions of right-of-way dedication on Hawaiian Avenue, as depicted on the Capital Improvements Element of the City's General Plan. If approved, the proposed acceptance of the dedication will mean that the area where the dedication is located will be owned by the City moving forward.

There will be no physical changes related to the dedicated easement area. Moreover, any future public improvements will continue to be maintained by the City. The new property line will be located 5-foot behind the existing street property line, and it will be consistent with the development pattern of the neighboring properties on the east side of Hawaiian Avenue.

The street fronting the project currently have a 40' right-of-way width. Future road widening is necessary to address the public concern in upgrading narrow streets. In the past, several properties in the vicinity have been required to provide right-of-way dedication when proposing new developments or applying for entitlements. For example, a 5-foot right-of-way dedication was required for the 6-unit condominium project at 21915 Hawaiian Avenue, for the 18-unit condominium project at 21821 Hawaiian Avenue, and for the self-storage facility at 12508 Carson Street.

Pursuant to the State Subdivision Map Act, Article 3 (Dedications) Section 66475, the City Council of the City of Hawaiian Gardens is required to accept the IOD prior to it being recorded. Accepting of the IOD will allow the city to widening Hawaiian Avenue once dedication on all properties have been acquired. Furthermore, the proposed IOD will comply to the provision of the City's General Plan.

FISCAL IMPACT

Staff anticipates no fiscal impacts as a result of the proposed dedication.

RECOMMENDATION

Adopt Resolution No. 108-2019, thereby accepting the Irrevocable Offer of Dedication for property located at 22002-22006 Hawaiian Avenue.

ATTACHMENTS

1. City Council Resolution No. 108-2019
2. Irrevocable Offer of Dedication

RESOLUTION NO. 108-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCEPTING IRREVOCABLE OFFER OF DEDICATION OF A 663.75 SQUARE FOOT FOR FUTURE PUBLIC RIGHT-OF-WAY PURPOSES LOCATED AT 22002-22006 HAWAIIAN AVENUE, CITY OF HAWAIIAN GARDENS, CALIFORNIA

RECITALS

WHEREAS, the 5-foot dedication (663.75 square foot area) fronting the property at 22002-22006 Hawaiian Avenue has been identified in the Capital Improvement Element of the City General Plan; and,

WHEREAS, the property owner of 22002-22006 Hawaiian Avenue has made an irrevocable offer to dedicate a portion of land fronting his property to the City, by executing that certain "Irrevocable Offer of Dedication" and its Exhibits A and B; and,

WHEREAS, the property owner has consented to dedicate a 663.75 square foot area in front of the subject property as described and depicted in Exhibits A & B; and,

WHEREAS, the acceptance of dedication for future right-of-way improvements is necessary to the public interest and convenience; and,

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

Section 2. In accordance with the provisions of Government Code Section 7050, the City of Hawaiian Gardens hereby accepts the Irrevocable Offer of Dedication of the Public Right-of-Way Property.

Section 3. The Mayor of the City of Hawaiian Gardens is hereby authorized to affix his/her signature to this Resolution signifying its approval and adoption by the City Council of the City of Hawaiian Gardens.

Section 4. The City Clerk of the City of Hawaiian Gardens, or his/her duly appointed Deputy, is hereby directed to attest hereto; and shall cause this Resolution and its certification to be entered into the Book of Resolutions of the City Council of the City of Hawaiian Gardens.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Hawaiian Gardens, California on this the 12th day of November 2019.

CITY OF HAWAIIAN GARDENS

MYRA MARAVILLA
MAYOR

ATTEST:

LUCIE COLOMBO, CMC, CPMC
CITY CLERK

RECORDING REQUESTED BY

CITY OF HAWAIIAN

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME CITY CLERK, CITY OF HAWAIIAN
ADDRESS GARDENS
CITY 21815 PIONEER BOULEVARD,
STATE & ZIP HAWAIIAN GARDENS, CA 90716

THIS SPACE FOR RECORDER'S USE ONLY

**IRREVOCABLE OFFER OF
DEDICATION
(FOR RIGHT-OF-WAY PURPOSES)**

No Documentary Transfer Tax Due: R&T Code 11922; No Recording Fee for Govt. Agency: Government Code 27383

TRINITY FIVE LLC, THE UNDERSIGNED, BEING THE PRESENT TITLE OWNER(S) OF RECORD OF THE HEREIN DESCRIBED PARCELS OF LAND, DOES HEREBY MAKE AN IRREVOCABLE OFFER OF DEDICATION IN FEE TITLE TO THE CITY OF HAWAIIAN GARDENS, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, AND ITS SUCCESSORS OR ASSIGNS, FOR RIGHT-OF-WAY PURPOSES, THE REAL PROPERTY SITUATED IN THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN.

IT IS UNDERSTOOD AND AGREED THAT CITY OF HAWAIIAN GARDENS AND ITS SUCCESSORS OR ASSIGNS SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFER OF DEDICATION, AND SHALL NOT ASSUME ANY RESPONSIBILITY OF THE OFFERED PARCEL OF LAND OR ANY IMPROVEMENTS THEREON OR THEREIN, UNTILL SUCH OFFER HAS BEEN ACCEPTED BY APPROPRIATED ACTION OF THE HAWAIIAN GARDENS CITY COUNCIL.

THE PROVISIONS HEREOF SHALL INCURE TO THE BENEFIT OF AND BINDING UPON HEIRS, SUCCESSORS, ASSIGNS, AND PERSONAL REPRESENTATIVES OF THE RESPECTIVE PARTIES HERETO.

IN WITNESS WHEREOF, THIS IRREVOCABLE OFFER OF DEDICATION (FOR RIGHT-OF-WAY PURPOSES IS EFFECTIVE _____ (DATE).

TRINITY FIVE LLC

BY: _____
NGOC MINH HO, MANAGING PARTNER

ACKNOWLEDGMENT
OF NOTARY PUBLIC

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

State of California)
) SS.
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____
Notary Public

(Seal)

EXHIBIT A
STREET DEDICATION
LEGAL DESCRIPTION

THE WESTERLY 5 FEET OF LOT LINE ADJUSTMENT NO. PLNG2019-0017LM, RECORDED ON OCTOBER 10, 2019 AS INSTRUMENT NO. 20191079399. DESCRIBED AS THE FOLLOWING:

THE NORTH 132.75 FEET OF SOUTH 199.125 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 11 WEST, RANCHO LOS CAYOTES, IN THE CITY OF HAWAIIAN GARDENS COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON A COPY OF A MAP RECORDED IN BOOK 41819, PAGE 141 OF OFFICIAL RECODES, DESCRIBED AS FOLLOWS:

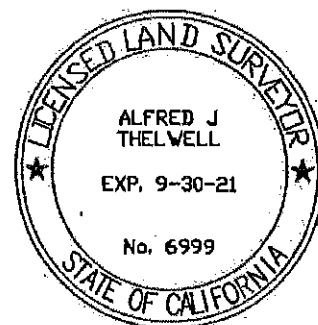
BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 18, DISTANT THEREON SOUTH 89°27' WEST FROM THE NORTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 00°16'20" EAST 679.87 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°16'20" EAST 531 FEET; THENCE SOUTH 89°12'15" WEST 184.80 FEET; THENCE NORTH 00°16'20" WEST 531 FEET; THENCE NORTH 89°12'15" EAST 184.80 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE WESTERLY 20 FEET BY DEEDS RECORDED JANUARY 8, 1964 A INSTRUMENT NO. 3137 AND RECORDED JANUARY 22, 1964 AS INSTRUMENT NO. 3904, BOTH OF O.R.

THE AREA IS APPROXIMATELY 664 SQUARE FEET.

BY: _____
LAND SURVEYOR
ALFRED J. THELWELL

DATE _____



CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THE IRREVOCABLE OFFER OF DEDICATION DATED _____ FROM TRINITY FIVE LLC, TO THE CITY OF HAWAIIAN GARDENS, A MUNICIPAL CORPORATION, WAS ACCEPED BY THE CITY COUNCIL OF THE CITY OF HAWIAAN GARDENS PURSUANT TO REOLUTION # _____ AND THE CITY OF HAWAIIAN GARDENS CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATED: _____

BY: _____

NAME:

TITLE:

ATTEST:

CITY CLERK

APPROVED AS TO FROM:

CITY ATTONEY

ACKNOWLEDGMENT
OF NOTARY PUBLIC

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

State of California)
) SS.
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____
Notary Public

(Seal)

ACKNOWLEDGMENT
OF NOTARY PUBLIC

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

State of California)
) SS.
County of _____)

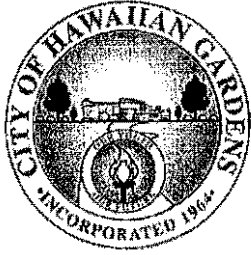
On _____ before me, _____, Notary Public,
personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies),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

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

WITNESS my hand and official seal.

Signature _____
Notary Public

(Seal)



**CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT**

Agenda Item No.: B-6

City Manager: [Signature]

DATE: November 12, 2019
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Joseph Colombo, Community Development Director
 Kevin Nguyen, Associate Planner II

SUBJECT: RESOLUTION NO. 109-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 82353 (PLNG2019-0059FPM) WITH THE ASSOCIATED DEDICATION FOR STREET PURPOSES FOR PROPERTY LOCATED AT 12508 CARSON STREET, CITY OF HAWAIIAN GARDENS, CALIFORNIA

BACKGROUND

On May 14, 2019 the City Council of the City of Hawaiian Gardens approved Resolution No. 038-2019 associated with Case PLNG2019-0091TPM (Tentative Parcel Map) and Resolution No. 039-2019 (In-Lieu Sales Tax Agreement) to merge three lots into a single lot and to develop a five-story 95,805 square foot self-storage facility. As a condition of approval, the applicant requires to dedicate a 5-foot right-of-way along Hawaiian Avenue fronting the subject lot, for street purposes.

The City of Hawaiian Gardens City Engineering Division has reviewed the proposed final parcel map of the subject property and confirmed that the map is complete and ready for City Council approval.

DISCUSSION

The site is located within the C-4 (General Commercial) Zoning District, with a General Plan designation of "General Commercial". This general plan designation is classified by commercial uses, including self-storage facilities, mini warehouses, and retail businesses. The proposed use will rehabilitate an existing vacant site within the south-east quadrant of the City.

On August 1, 2019, the City of Hawaiian Gardens Community Development Department received an application for a Final Parcel Map (Case Number PLNG2019-0059FPM). The final map consists of a newly created lot measuring 28,298 square feet (Parcel 1) after the dedication area.

Pursuant to the State Subdivision Map Act, Article 4 (Final Maps) Section 66456, the City Council of the City of Hawaiian Gardens is required to approve the final map prior to it being recorded. Approval of the final parcel map will legally combine the three (3) existing parcels, thus facilitating the development of the new self-storage facility.

Regarding the proposed offer of dedication, there will be no physical changes related to the dedication and the dedication has no impact on the development of the property. The new property line will be located 5-foot behind the existing street property line, and it will be consistent with the development pattern of the neighboring properties on the east side of Hawaiian Avenue. Accepting the dedication by the City Council will allow the city to widen Hawaiian Avenue once dedications on all properties have been acquired.

FISCAL IMPACT

Staff anticipates no fiscal impacts as a result of the proposed final map. All costs associated with the map are covered by fees paid by the owner/applicant.

RECOMMENDATION

Adopt Resolution No. 109-2019, thereby approving Final Parcel Map No. 82353 with the associated dedication.

ATTACHMENTS

1. City Council Resolution No. 109-2019
2. Final Parcel Map No. 82353
3. Attachment "A" – Conditions of Approval

RESOLUTION NO. 109-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 82353 (PLNG2019-0059FPM) WITH THE ASSOCIATED DEDICATION FOR STREET PURPOSES FOR PROPERTY LOCATED AT 12508 CARSON STREET, CITY OF HAWAIIAN GARDENS, CALIFORNIA

WHEREAS, on May 14, 2019, the City Council of the City of Hawaiian Gardens adopted Resolution No. 038-2019 and Resolution No. 039-2019, thereby approving the proposed Tentative Parcel Map (Case Number PLNG2019-0091TPM) and In-Lieu Sales Tax Agreement for a new self-storage facility; and,

WHEREAS, the applicant/owner submitted an application for a final parcel map, to consolidate three parcels into single parcel for property located at 12508 Carson Street as shown on Final Parcel Map No. 82353; and,

WHEREAS, the final parcel map has been prepared, reviewed for conformance with the approved tentative parcel map and conditions of approval; and,

WHEREAS, the applicant is required to dedicate a 5-foot portion (approximately 885 square feet) of Parcel 1 along Hawaiian Avenue fronting the subject site, for street purposes, as depicted on the Final Parcel Map No. 82353; and,

WHEREAS, WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1. The Final Parcel Map No. 82353 is hereby approved.

Section 2. A 5-foot portion of Parcel 1 fronting the project site on Hawaiian Avenue has been dedicated for street purposes as shown on Final Parcel Map No. 82353 is hereby accepted.

Section 3. The City Council of the City of Hawaiian Gardens HEREBY APPROVES to consolidate three existing parcels into single parcel, including the requirement for the applicant to dedicate a 5-foot portion of Parcel 1 for street purposes, as shown on the final parcel map, subject to the conditions found in Attachment "A".

Section 4. The Mayor of the City of Hawaiian Gardens is hereby authorized to affix his/her signature to this Resolution signifying its approval and adoption by the City Council of the City of Hawaiian Gardens.

Section 5. The City Clerk of the City of Hawaiian Gardens, or his/her duly appointed Deputy, is hereby directed to attest hereto; and shall cause this Resolution and its certification to be entered into the Book of Resolutions of the City Council of the City of Hawaiian Gardens.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Hawaiian Gardens, California on this the 12th day of November 2019.

CITY OF HAWAIIAN GARDENS

MYRA MARAVILLA
MAYOR

ATTEST:

LUCIE COLOMBO, CMC, CPMC
CITY CLERK

1 NUMBERED LOT
ACREAGE: 32,753 S.F. GROSS
29,181 S.F. NET
ALL OF TENTATIVE PARCEL MAP NO. 82353
DATE OF SURVEY: MAY 2019

SHEET 1 OF 2 SHEETS

PARCEL MAP NO. 82353

IN THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 18, T4S, R11W, IN THE RANCHO LOS COYOTES, AS SHOWN
UPON MAP RECORDED IN BOOK 41819, PAGE 141, EST SEQ. OF OFFICIAL RECORDS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BLUE PEAK ENGINEERING

MAY 2019

OWNERSHIP CERTIFICATE:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED
WITHIN THIS SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE
CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE CITY OF HAWAIIAN GARDENS FOR STREET PURPOSES: HAWAIIAN
AVENUE, AS SHOWN ON SAID MAP.

JSF CARSON STREET EX, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY

BY: _____ BY: _____
NAME NAME
TITLE TITLE

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS
COUNTY OF _____ }

ON _____, 2019, BEFORE ME, _____, NOTARY PUBLIC,
PERSONALLY APPEARED _____, WHO PROVED TO ME,
ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME IS
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY
EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY, AND THAT BY
HIS/HER/THEIR SIGNATURE ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA,
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____
NAME OF NOTARY _____
COUNTY IN WHICH COMMISSIONED: _____
DATE COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF BLOOMFIELD AVENUE HAVING
A BEARING OF N00°19'07"W AS SHOWN ON PARCEL MAP NO. 24277, FILED IN BOOK 273, PAGES
52 THROUGH 54, RECORDS OF LOS ANGELES COUNTY.

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISION OF SECTION 86436 (c)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT,
THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

1. THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR SEWER PURPOSES, PER
EASEMENT DOCUMENT RECORDED FEBRUARY 3, 1955 AS INSTR. NO. 2871, IN BOOK 48815,
PAGE 437 OF OFFICIAL RECORDS.
2. THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR STREET AND HIGHWAY
PURPOSES, PER FINAL DECREE OF CONDEMNATION, CASE NO. 834845, RECORDED MAY 04,
1966 AS INSTRUMENT NO. 2797 OF OFFICIAL RECORDS.

TAX CLEARANCE CERTIFICATES:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN
MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 86492 AND 86493 OF
THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA.

BY: _____ DEPUTY _____ DATE: _____

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF _____ HAS BEEN FILED
WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS
SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE
LAND SHOWN ON MAP OF PARCEL MAP NO. 82353 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA.

BY: _____ DEPUTY _____ DATE: _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF JSF CARSON STREET EX, LLC, A SOUTH CAROLINA
LIMITED LIABILITY COMPANY IN MAY OF 2019; I HEREBY STATE THAT ALL MONUMENTS ARE
OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN
SUCH POSITIONS WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATES OF THIS MAP, IN
COMPLIANCE WITH SECTIONS 86405 AND 86498 OF THE SUBDIVISION MAP ACT AND THAT
SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED,
I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR
CONDITIONALLY APPROVED TENTATIVE MAP.

Michael Navarro
MICHAEL NAVARRO, LS 7848 November 4 2019
LICENSE EXPIRES 12/30/2020



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT SUBSTANTIALLY CONFORMS
TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS
OF THE STATE LAW AND LOCAL SUBDIVISION ORDINANCES OF THE CITY OF HAWAIIAN GARDENS
APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH,
AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY
RECORDS.

DOUGLAS H. BENASH, R.C.E. 53935 DATE _____
CITY ENGINEER, CITY OF HAWAIIAN GARDENS



CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT CONFORMS WITH MAPPING
PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT
IN ALL RESPECTS NOT CERTIFIED TO BY THE CITY ENGINEER.

DAVID O. KNELL, P.L.S. 5301 DATE _____
CITY SURVEYOR, CITY OF HAWAIIAN GARDENS



CITY TREASURER'S STATEMENT

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF
THE CITY OF HAWAIIAN GARDENS, TO WHICH THE LAND INCLUDED IN THE WITHIN
SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL,
HAVE BEEN PAID IN FULL.

LINDA HOLLISWORTH, CITY TREASURER DATE: _____
CITY OF HAWAIIAN GARDENS

CITY CLERK'S CERTIFICATE:

CITY OF HAWAIIAN GARDENS }
COUNTY OF LOS ANGELES } SS
STATE OF CALIFORNIA }

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, BY
MOTION PASSED ON _____, 2019, APPROVED THE ATTACHED MAP AND
DID HEREBY ACCEPT THE OFFER OF DEDICATION OF HAWAIIAN AVENUE FOR STREET
PURPOSES.

AND ALSO DID APPROVE THE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 86436
(c)(3)(A) OF THE SUBDIVISION MAP ACT.

LUCIE COLOMBO, CMC, CPMC, CITY CLERK DATE: _____
CITY OF HAWAIIAN GARDENS

1 NUMBERED LOT
ACREAGE: 32,753 S.F. GROSS
39,181 S.F. NET
ALL OF TENTATIVE PARCEL MAP NO. 82353
DATE OF SURVEY: MAY 2019

PARCEL MAP NO. 82353

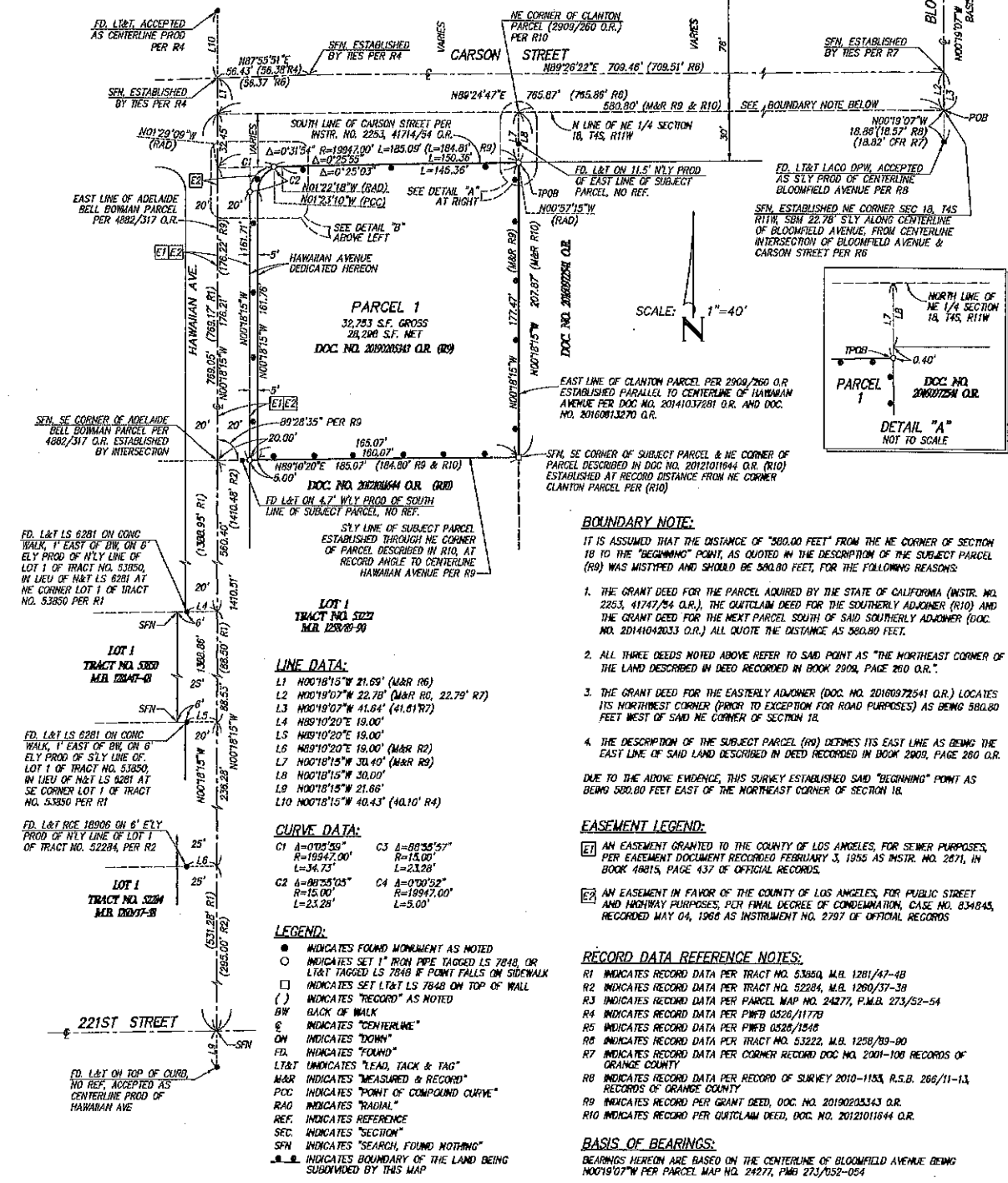
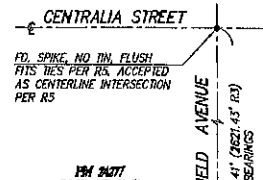
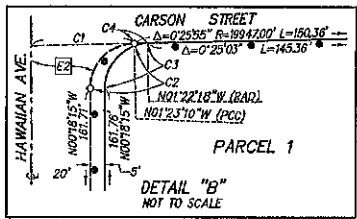
SHEET 2 OF 2 SHEETS

IN THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, T4S, R11W, IN THE RANCHO LOS COYOTES, AS SHOWN UPON MAP RECORDED IN BOOK 41819, PAGE 141, EST SEQ. OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BLUE PEAK ENGINEERING

MAY 2019



PARCEL MAP NO. 82353

City of Hawaiian Gardens

Inverse With Area

Wed Oct 23 16:43:55 2019

NET BOUNDARY (REVISED)

PntNo	Bearing	Distance	Northing	Easting	Description
			1761049.6610	6541847.7230	
Radius:	19947.00	Chord: 145.36	Degree: 0°17'14"		Dir: Left
Length:	145.36	Delta: 0°25'03"	Tangent: 72.68		
Chord BRG:	S 88°50'13" W Rad-In: S 00°57'15" E Rad-Out: S 01°22'18" E				
Radius PntNo:	N: 1741105.4269 E: 6542179.8969				
			1761046.7108	6541702.3941	
Radius:	15.00	Chord: 21.01	Degree: 0°58'19"		Dir: Left
Length:	23.28	Delta: 88°55'57"	Tangent: 14.72		
Chord BRG:	S 44°09'43" W Rad-In: S 01°22'18" E Rad-Out: N 89°41'45" E				
Radius PntNo:	N: 1761031.7151 E: 6541702.7532				
			1761031.6354	6541687.7534	
	S 00°18'15" E	161.76			
			1760869.8762	6541688.6123	
	N 89°10'20" E	160.07			
			1760872.1889	6541848.6653	
	N 00°18'15" W	177.47			
			1761049.6610	6541847.7230	

Closure Error Distance> 0.0024 Error Bearing> S 85°18'36" E
 Closure Precision> 1 in 276100.1 Total Distance Inversed> 667.95
 Area: 28298.4 Sq. Feet, 0.65 Acres

ORIGINAL STREET EASEMENT WITH ADDITIONAL 5' DEDICATION

PntNo	Bearing	Distance	Northing	Easting	Description
			1760869.5150	6541663.6139	
	N 89°10'20" E	25.00			
			1760869.8762	6541688.6123	
	N 00°18'15" W	161.76			
			1761031.6354	6541687.7534	
Radius:	15.00	Chord: 21.01	Degree: 0°58'19"		Dir: Right
Length:	23.28	Delta: 88°55'57"	Tangent: 14.72		
Chord BRG:	N 44°09'43" E Rad-In: N 89°41'45" E Rad-Out: S 01°22'18" E				
Radius PntNo:	N: 1761031.7151 E: 6541702.7532				
			1761046.7108	6541702.3941	
Radius:	19947.00	Chord: 39.73	Degree: 0°17'14"		Dir: Left
Length:	39.73	Delta: 0°06'51"	Tangent: 19.86		
Chord BRG:	S 88°34'16" W Rad-In: S 01°22'18" E Rad-Out: S 01°29'09" E				
Radius PntNo:	N: 1741105.4269 E: 6542179.8969				
			1761045.7202	6541662.6783	
	S 00°18'15" E	176.21			
			1760869.5150	6541663.6139	

Closure Error Distance> 0.0095 Error Bearing> S 39°51'30" W
 Closure Precision> 1 in 44660.1 Total Distance Inversed> 425.98
 Area: 4454.9 Sq. Feet, 0.10 Acres

ORIGINAL STREET EASEMENT ("E2" Instr No. 2797 O.R.)

PntNo	Bearing	Distance	Northing	Easting	Description
			1761046.5904	6541697.3910	
Radius:	19947.00	Chord: 34.72	Degree: 0°17'14"		Dir: Left
Length:	34.73	Delta: 0°05'59"	Tangent: 17.36		
Chord BRG:	S 88°33'51" W Rad-In: S 01°23'10" E Rad-Out: S 01°29'09" E				
Radius PntNo:	N: 1741105.4261		E: 6542179.8969		
			1761045.7202	6541662.6783	
	S 00°18'15" E	176.21			
			1760869.5150	6541663.6139	
	N 89°10'20" E	20.00			
			1760869.8040	6541683.6127	
	N 00°18'15" W	161.71			
			1761031.5151	6541682.7540	
Radius:	15.00	Chord: 21.01	Degree: 0°58'19"		Dir: Right
Length:	23.28	Delta: 88°55'05"	Tangent: 14.72		
Chord BRG:	N 44°09'17" E Rad-In: N 89°41'45" E Rad-Out: S 01°23'10" E				
Radius PntNo:	N: 1761031.5948		E: 6541697.7538		
			1761046.5904	6541697.3910	

Closure Error Distance> 0.0071 Error Bearing> S 10°42'38" E
 Closure Precision> 1 in 58488.5 Total Distance Inversed> 415.92
 Area: 3572.6 Sq. Feet, 0.08 Acres

ATTACHMENT 'A'**Conditions of Approval
Case Number PLNG2018-0091 (TPM)**

The City Council hereby approves Case Number PLNG2018-0091 (Tentative Parcel Map No. 82353) for property located at 12508 Carson Street, subject to the following conditions necessary to protect the public's health, safety, and general welfare.

Planning Division:

1. All of the conditions listed in the Planning Commission Resolutions (2019-009, 010 & 011), the Standard List of Conditions and below shall be complied with by the applicant/owner of the subject property, including any heirs, successors or assigns of or to the applicant or property owners, respectively (collectively, the "Owner/Applicant") prior to the issuance of any occupancy permit and/or business license.
2. The Owner/Applicant shall enter into an in-lieu sales tax agreement with the City of Hawaiian Gardens for the operation of the self-storage project. All terms and conditions of the agreement shall be approved by the Hawaiian Gardens City Council prior to the issuance of building permits and/or business license.
3. Approval of Tentative Parcel Map No. 82353 allows the consolidation of three lots into single lot for property located at 12508 Carson Street as shown on the tentative parcel map. Any changes to the tentative map shall be subject to the approval of the Hawaiian Gardens City Council.
4. Prior to the issuance of building and/or grading permits, the Final Parcel Map shall be approved by the City Council and recorded with the County of Los Angeles.
5. Prior to submittal to the Building and Safety Division the applicant shall provide final architectural plans to the City Planning Division with all applicable conditions of approval incorporated.
6. The Owner/Applicant shall—at his, her, or its own expense— enter into an Indemnity Agreement with the City which shall provide at the City's sole and absolute discretion, amongst other things, that:
 - A. Owner/Applicant fully indemnify, protect, defend, and hold harmless the City of Hawaiian Gardens (City) and the City's agents, officers, employees, and attorneys (collectively, "Indemnified Parties") from and against any and all actual or alleged claims, actions and/or proceedings against the Indemnified Parties by third-parties that relate to or arise from any approval of the Project or any related approvals, including but not limited to (i) any California Environmental Quality Act ("CEQA") approvals, findings, and/or determinations, (ii) the approval of any permits (including any conditional use permits), variances, plot plans, design plans, maps (including any tentative parcel maps), licenses, or amendments, (iii) any challenge to the reasonableness, legality or validity of any of the conditions set forth herein, and (iv) any other approvals or actions taken by the Indemnified Parties relating to the project (collectively, "Approvals"). The owner/applicant's indemnification obligation shall include, but shall not be limited to, any and all future third-party claims, actions, and/or proceedings against the Indemnified Parties (i) which seek to attack, set aside, void, or annul any of the Approvals; and/or (ii) which seek damages (including,

without limitation, special and consequential damages and punitive damages) allegedly related to or arising from the Approvals (collectively, "Claims"). The owner/applicant's indemnification obligation shall further include, but shall not be limited to, any damages, fees (including attorney's fees), and or/costs either awarded against and/or incurred by the Indemnified Parties in connection with the Claims.

- B. The Indemnified Parties shall each have the absolute right to retain such legal counsel as they deem necessary and appropriate to defend against or otherwise address any Claims. While Indemnified Parties may, in its or their sole discretion, participate in the defense of any Claims, such participation shall not relieve Applicant of his, her, or its obligations under this condition. The owner/applicant shall reimburse each Indemnified Party for any and all reasonable attorneys' fees and costs incurred by the Indemnified Party as a result of any Claims. The owner/applicant shall reimburse each Indemnified Party for one hundred percent (100%) of the costs and expenditures incurred by the Indemnified Party relating to or arising from any of the Approvals, including all attorneys' fees, other legal fees (including costs and related expenses), and consultants' costs.
- C. The Owner and Applicant shall be jointly and severally liable for all obligations set forth herein

Public Works/ Engineering:

1. Details shown on the tentative map are not necessarily approved. Any details, which are inconsistent with requirements of ordinances, general conditions of approval, or City Engineer's policies, must be specifically approved in the final map or improvement plan approvals.
2. Prior to submitting the final map to the City Engineering Department for examination, the Owner/Applicant shall obtain clearances from Los Angeles County Land Development Division, for the following mapping items: mathematical accuracy, survey analysis, and correctness of certificates, signatures, etc.
3. Prior to submittal of a final map, the Owner/Applicant shall pay all fees required to review documents and plans for final map clearance.
4. A final parcel map prepared by, or under the direction of a Registered Civil Engineer authorized to practice land surveying, or a Licensed Land Surveyor, must be processed through the City Engineer's office prior to being filed with the County Recorder.
5. A preliminary subdivision guarantee is required showing all fee interest holders and encumbrances. An updated title report shall be provided before the final parcel map is released for filing with the County Recorder.
6. Monumentation of parcel map boundaries, street centerline and lot boundaries is required for a map based on a field survey.
7. Final parcel map shall be filed with the County Recorder and one (1) mylar copy of filed map shall be submitted to the City Engineer's office prior to issuance of building permits.
8. The project shall comply with all requirements of the Subdivision Map Act.

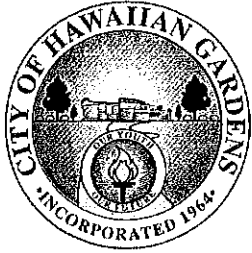
9. The City reserves the right to impose any new plan check and/or permit fees approved by City Council subsequent to tentative approval of this map.
10. Easements may be required and shall be subject to review by the City Engineer to determine the final locations and requirements.
11. The Owner/Applicant shall provide that no easements of any type be granted over any portion of the subdivision to any agency, utility or organization (private or public), except to the City of Hawaiian Gardens prior to recordation of the parcel map.

Road:

1. The Owner/Applicant shall remove all existing drive approaches and sidewalks along Hawaiian Avenue and Carson Street fronting the subject site and shall replace with full curb, gutter and sidewalk in compliance with ADA standards.
2. The Owner/Applicant shall repair any displaced, broken, or damaged curb, gutter, and pavement on streets fronting this project and to the satisfaction of the City Engineer.
3. Where feasible the project proponent shall plant street trees within the public right-of-way adjacent to the property (minimum 24 inch box) to the satisfaction of the City Engineer. Trees shall be no closer than 25 linear feet and all species shall be selected by the Community Development Department.
4. The Owner/Applicant shall dedicate a five (5') feet wide easement along the west side of Hawaiian Avenue as an easement for future roadway purposes.
5. The Owner/Applicant shall slurry seal the entire section of streets in front of the project site facing Hawaiian Avenue and Carson Street. The area of removal and replacement of any damage or service cut shall be determined and approved by the Community Development Director.

Utilities:

1. All existing above grade utilities located on the subject property including but not limited to power poles, overhead wires, telephone, and cable television service shall be underground or removed from the subject property but excluding all above grade utilities located within the Hawaiian Avenue right of way fronting the subject property.
2. Any utilities that are in conflict with the development shall be relocated at the developer's expense.



**CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT**

Agenda Item No.: B-7City Manager: [Signature]

DATE: November 12, 2019

TO: Honorable Mayor and Members of the City Council

FROM: Ernie Hernandez, City Manager

BY: Joseph Colombo, Community Development Director
Kevin Nguyen, Associate Planner [Signature]

SUBJECT: RESOLUTION NO. 110-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING A REQUEST BY LARRY CURTI, TO ALLOW A ONE-YEAR EXTENSION OF THE PREVIOUSLY APPROVED TENTATIVE TRACT MAP NO. 72944 (PLNG2018-0047-TPM) AND CONDITIONAL USE PERMIT (PLNG2018-0048-CUP) FOR THE DEVELOPMENT OF AN 18-UNIT CONDOMINIUM PROJECT ON PROPERTY LOCATED AT 21821 HAWAIIAN AVENUE, CITY OF HAWAIIAN GARDENS, CALIFORNIA

SUMMARY

The applicant, Larry L. Curti, is requesting a one (1) year extension for the previously approved entitlements (PLNG2018-0047-Tentative Tract Map and PLNG2018-0048-Conditional Use Permit) granted by City Council Resolution No. 001-2019 and Planning Commission Resolution No. 2018-011. The applicant has indicated that he needs more time to resolve a civil matter with the buyer/developer prior to commence the project.

DISCUSSION

As mentioned above, the proposed project involves the construction of eighteen (18) condominium units which will be scheduled for individual sale and ownership. The units are arranged in clusters of three attached units, creating six individual structures. The subject property is a through-lot being bound on the west by Verne Avenue and to the east by Hawaiian Avenue.

On December 12, 2018 the Planning Commission adopted Resolution No. 2018-011 approving Case No. PLNG2018-0048CUP authorizing a conditional use permit for the development of 18 condominium units at the subject site. In addition, the Planning Commission adopted Resolution No. 18-010 associated with Case No. 2018-0047TTM which recommends approval of a tentative tract map to the City Council for the proposed project. On January 22, 2019, the City Council adopted Resolution NO. 001-2019 approving the project entirely.

Pursuant to the Hawaiian Gardens Municipal Code Section 18.100.020(L), expiration of unused entitlements shall apply when a valid building permit has not been issued and construction has not been pursued and completed within one (1) year from the approval date. As of today, no building permits have been issued for the project; as such, the approved entitlements are set to expire on January 22, 2020.

This one-year extension would allow existing entitlements for the project to continue to January 22, 2021, subject to the Conditions of Approval set forth by the City Council Resolution No. 001-2019 and Planning Commission Resolution No. 2018-011. Also, the request allows the applicant/owner more time to prepare, construct, and complete the project by the approved deadline.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends that the City Council adopt Resolution approving the request for a one-year extension of existing entitlements (PLNG2018-0047-Tentative Tract Map and PLNG2018-0048-Conditional Use Permit) until January 22, 2021, subject to the Conditions of Approval – Attachment “A”.

ATTACHMENTS

1. City Council Resolution No. 110-2019
2. Conditions of Approval – Attachment “A”

RESOLUTION NO. 110-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING A REQUEST BY LARRY L. CURTI, TO ALLOW A ONE-YEAR EXTENSION OF THE PREVIOUSLY APPROVED TENTATIVE TRACT MAP NO. 72944 (PLNG2018-0047-TPM) AND CONDITIONAL USE PERMIT (PLNG2018-0048-CUP) FOR THE DEVELOPMENT OF AN 18-UNIT CONDOMINIUM PROJECT ON PROPERTY LOCATED AT 21821 HAWAIIAN AVENUE, CITY OF HAWAIIAN GARDENS, CALIFORNIA

WHEREAS, the applicant/property owner has made a request for a one-year extension of the previously approved entitlements for the development of an 18-unit condominium project at 21821 Hawaiian Avenue; and

WHEREAS, the property is currently located within the R-3 (Intermediate Density) zoning district and is designated as Intermediate Density on the City of Hawaiian Gardens Land Use Map of the City's General Plan; and

WHEREAS, on January 22, 2019, the City Council of the City of Hawaiian Gardens adopted Resolution 001-2019, thereby approving Tentative Tract Map (TTM) No. 72944 (PLNG2018-0047) for the development of 18-unit condominium project; and

WHEREAS, the City Council of the City of Hawaiian Gardens recognizes that instances where permit holders who are diligently pursuing the use authorized pursuant to a City issued permit will exceed the automatic expiration time periods to secure the operation of the use despite their best efforts to comply and meet the applicable permit expiration deadlines; and

WHEREAS, on November 12, 2019, the City Council of the City of Hawaiian Gardens held a hearing relative to the extension of Case No. PLNG2018-0047TPM and Case No. PLNG2018-0048CUP.

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

SECTION 1. The City Council of the City of Hawaiian Gardens finds that the request for a one-year extension to the time limit set forth in City Council Resolution No. 001-2019 and Planning Commission Resolution No. 2018-011, are consistent with Section 18.100.020(M) of the Hawaiian Gardens Municipal Code as the findings made and the conditions imposed by the original approvals are still valid as follows:

1. The subject property is zoned under the R-3 (Intermediate Density) and more specifically as a "Intermediate Density" designation on the current City of Hawaiian Gardens Zoning Map, thus the use is in conformance with the Zoning Map as it intends for residential developments.

2. The applicant/owner indicated that he will continue to pursue and develop the project in a manner that is not detrimental to adjacent uses and structures within the vicinity of the site.
3. All original conditions of approval are still valid and shall remain in full force and effect.

SECTION 2. The City Council of the City of Hawaiian Gardens hereby extends a one-year time limit for City Council Resolution No. 001-2019 and Planning Commission Resolution No. 2018-011, subject to the conditions contained in Attachment "A".

SECTION 3. The Mayor of the City of Hawaiian Gardens is hereby authorized to affix his/her signature to this Resolution signifying its approval and adoption by the City Council of the City Hawaiian Gardens.

SECTION 4. The City Clerk of the City of Hawaiian Gardens, or his/her duly appointed Deputy, is hereby directed to attest hereto; and shall cause this Resolution and its certification to be entered into the Book of Resolutions of the City Council of the City of Hawaiian Gardens.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Hawaiian Gardens, California on this 12th day of November 2019.

CITY OF HAWAIIAN GARDENS

MYRA MARAVILLA
MAYOR

ATTEST:

LUCIE COLOMBO, CMC, CPMC
CITY CLERK

ATTACHMENT 'A'**Conditions of Approval****Case No. PLNG2018-0047 (TTM No. 72944) and Case No. PLNG2018-0048 (CUP)**

The City Council hereby approves Case Numbers PLNG2018-0047 (TTM) and PLNG2018-0048 (CUP) for property located at 21821 Hawaiian Avenue, subject to the following conditions necessary to protect the public's health, safety, and general welfare.

Planning Division:

1. All of the conditions listed in the Standard List of Conditions and below shall be complied with by the applicant and all property owners of the subject property, prior to the issuance of any occupancy permit and/or business license.
2. This approval allows the construction of eighteen (18) residential condominiums at 21821 Hawaiian Avenue as shown on the preliminary site plan and tentative tract map. Said 18-unit shall be distributed within six (6) detached dwellings. Any changes to the project plans shall be subject to the approval of the Director of Community Development and/or the City of Hawaiian Gardens Planning Commission as applicable and the requirements of the Hawaiian Gardens Municipal Code.
3. Approval of this Tentative Tract Map and Conditional Use Permit shall not be construed to mean any waiver of applicable and appropriate zoning regulations, or any Federal, State, County, and City laws and regulations. Unless otherwise expressly specified, all other requirements of the City of Hawaiian Gardens Municipal Code shall apply.
4. Place a note or notes on the final map, to the satisfaction of the Community Development Department, that this project is approved as a condominium project for a total of 18 residential units whereby the owners of the units of air space will hold an undivided interest in the common areas, which will in turn provide the necessary access and utility easements for the units.
5. The owner/applicant shall provide a closure letter from the California Regional Water Quality Control Board for the site cleanup. Said letter shall state "No Further Action" related to the subject site is required prior to the issuance of building permits.
6. The owner/applicant shall provide a letter to the Community Development Department that gives the City of Hawaiian Gardens permission to enforce the parking regulations on the subject property.
7. The applicant has submitted a color rendering for the subject proposal. Plans shall be in substantial compliance with the subject rendering to the satisfaction of the Director of Community Development, including, but not limited to, colors of the building, architectural details, building elevations, and landscaping.
8. The north and south side of the property are to be enclosed with a six foot masonry wall. Prior to permit issuance the applicant shall provide for an inspection by the Community Development Department to determine the condition and height of the existing wall proposed to remain at the north side of the property. Should the wall be found structurally deficient or under the 6-foot minimum, a new 6-foot wall shall be constructed.

9. Postal delivery receptacles shall be located in accordance with the United States Postal Service standards.
10. The owner/applicant shall construct all block walls per plan. All walls shall be finished with stucco to match the proposed development.
11. All outside ladders that attached to the building facades and exterior downspouts shall be prohibited.
12. New trash enclosures shall meet all Public Works/Engineering Division requirements. Trash must be picked up by a refuse company as often as necessary to ensure that the trash enclosure has adequate space to accommodate the needs of the site. No trash storage/disposal shall be placed in the public right of way. The applicant shall make every effort to secure the proposed enclosures to prevent dumping.
13. All fire department related equipment, valves and apparatuses shall be screened and approved by the Planning Division prior to installation.
14. The owner/applicant shall provide security cameras to survey the subject property.
15. The owner/applicant shall incorporate graffiti resistant materials to the maximum extent feasible with all materials to be approved by City Staff.
16. All vehicular ingress and egress shall be taken from Hawaiian Avenue in compliance with the traffic study of record with access from Verne Avenue precluded with a gate per plan. Residents shall not be allowed to utilize the Verne Avenue side of the property until such time that the City Engineer determines that no traffic impacts will result from the access. At no time shall public access be granted through the property from Hawaiian Avenue to Verne Avenue.
17. Prior to submittal to the Building and Safety Division the applicant shall provide final architectural plans to the City Planning Division with all applicable conditions of approval incorporated.
18. The owner/applicant shall include a copy of all conditions of approval within the final approved construction plans.
19. All transformers shall be located beyond the front setbacks of Hawaiian and Verne Avenue. The applicant shall work with Southern California Edison to find a suitable underground location with final locations subject to review and approval by the Community Development Department.
20. The owner/applicant shall provide sample color applications on one structure for review and approval by the Community Development Department prior to commencement of finishes to the entire site.
21. The owner/applicant shall provide removal of any and all hazardous materials present at the site.
22. The owner/applicant shall provide correspondence from the applicable trash hauler that the proposed trash receptacles will provide adequate capacity for the proposed 18 units.

23. The owner/applicant shall provide all documents required per Section 18.90.060.E of the Hawaiian Gardens Municipal Code for review and approval by the Community Development Department.
24. The owner/applicant agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Applicant's expense, City and City's agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided in Government Code Section 66499.37 to attack, review, set aside, void or annul the approval of this resolution, to challenge the determination made by City under the California Environmental Quality Act or to challenge the reasonableness, legality or validity of any condition attached hereto. City shall promptly notify Applicant of any such claim, action or proceeding to which City receives notice, and City will cooperate fully with Applicant in the defense thereof. Applicant shall reimburse the City for any court costs and attorney's fees that the City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Applicant of the obligations of this condition.

Building & Safety Division:

1. Prior to issuance of grading permits or building permits, whichever occurs first, a Construction Noise Management Plan shall be prepared by the project proponent and submitted for review and approval by the Director of Community Development. This Plan shall include the following requirements, in addition to any additional measures required by the Director of Community Development:
 - A. Stationary equipment (such as generators and air compressors) shall be located as far from local residences as feasible;
 - B. Equipment maintenance and staging areas shall be located in the as far from local residences as feasible; and
 - C. Construction equipment shall be fitted with manufacturer's standard, or better, noise shielding and muffling devices to reduce noise levels to the maximum extent feasible.
2. Contractor specifications for dust-generating activities (such as fine grading and trenching) shall include watering of earth-disturbing areas at least twice per day, as necessary, to prevent visible dust from leaving the project site. Implementation of this measure shall be performed in compliance with the recommended control measures and regulations of South Coast Air Quality Management District (SCAQMD) Rule 403 (Fugitive Dust), as applicable to the project.
3. If potential archaeological materials are uncovered during grading or other earth moving activities, the contractor shall be required to halt work in the immediate area of the find, and to retain a professional archaeologist to examine the materials to determine whether it is a "unique archaeological resource" as defined in Section 21083.2(g) of the State CEQA Statutes. If this determination is positive, the scientifically consequential information shall be fully recovered by the archaeologist. Work may continue outside of the area of the find; however, no further work shall occur in the immediate location of the find until all information recovery has been completed and a report concerning it filed with the City Planning Department.

4. The applicant shall demonstrate to the satisfaction of the City Building and Safety Division compliance with Section 18.90.060.F.17 of the Hawaiian Gardens Municipal Code.
5. In accordance with Chapter 15.36 of the Hawaiian Gardens Municipal Code, the applicant shall pay a "capital fee" equal to 4 percent of the proposed building evaluation prior to the issuance of a building permit.
6. Prior to process the final map request, the owner/applicant shall remove all existing structures on site. Demolition permits are required from the City's Building Division.
7. Prior to permit issuance the applicant shall provide a construction management plan which stipulates full compliance with AQMD Rule 403.
8. Prior to the issuance of grading permits, the project proponent shall submit a confirmation report by a qualified environmental professional to the Community Development Department indicating that the site does not contain a underground storage tank or that the tank has been removed; and that no soil contamination was present as a result of the tank, or all potential contamination has been remediated. The applicant shall provide review and approval of the site's clearance from the Los Angeles Regional Water Quality Control Board or other applicable agency charged with providing such clearance.
9. Prior to demolition activity, the project proponent shall provide a lead based paint survey to determine if lead based paint is present at the site. If present, the applicant shall have all lead based paint removed in accordance with applicable laws and regulations, and provide evidence of proper removal to the Building and Safety Division.
10. Prior to demolition activity, the project proponent shall provide a comprehensive ACM survey to determine if asbestos is present at the site. If present the applicant shall be removed in accordance with applicable laws and regulations and provide evidence of proper removal to the City Building and Safety Division.
11. Prior to recordation of the final tract map the applicant shall prepare and record covenants, conditions and restrictions (CC&Rs) approved by the City's Community Development Director. The CC&Rs shall incorporate and require compliance with all conditions of approval. Without limitations, the CC&Rs shall require that the garages be fully available for parking at all times and include such limitations on the use of guest parking spaces as deemed necessary by the Community Development Director. The City shall have the right but not the obligation to enforce the CC&Rs benefitting the City shall not be amended or termination without written approval by the City.

Los Angeles County Fire Department:

1. Fire Department access shall comply with Section 503 of the Fire Code, which requires all weather access. All weather access may require paving.
2. A uniform access system (i.e., Knox box) shall be provided to permit access to the subject property by safety personnel (i.e., Los Angeles County Fire Department, Los Angeles County Sheriff's Department, etc.). Location and type of system shall be coordinated through these agencies.

3. Private driveways shall be indicated on the final map as "Private Driveway and Fire-lane" with the widths clearly depicted, and shall be maintained in accordance with Fire Code.
4. Vehicular access must be provided and maintained serviceable throughout construction to all required fire hydrants. All required fire hydrants shall be installed, tested and accepted prior to construction.
5. Provide Fire Department or City approved street signs and building access numbers prior to occupancy.
6. Provide water mains, fire hydrants and fire flows as required by the County of Los Angeles Fire Department, for all land shown on map which shall be recorded.
7. The required flow for public fire hydrants at this location is 1750 gallons per minute at 20 psi for a duration of 2 hours, over and above maximum daily domestic demand. Two (2) Hydrants flowing simultaneously must be used to achieve the desired flow.
8. Fire Hydrant requirements are as follows: Install one public fire hydrant.
9. All hydrants shall measure 6" by 4" by 2.5" brass or bronze, conforming to current AWWA standards C503 or approved equal. All on-site hydrants shall be installed a minimum of 25 feet from a structure or protected by two hour rated wall.
 - a. Location: As per map on file with office.
 - b. Install one public fire hydrant on Hawaiian Avenue adjacent to the entry of the proposed development.
10. All required fire hydrants shall be installed, tested and accepted or bonded for prior to Final Map approval. Vehicular access shall be provided and maintained serviceable throughout construction.
11. Additional water system requirements will be required when this land is further subdivided and/or during the building permit process.
12. Provide a Fire Department approved locking device for the proposed gate at Verne Avenue, and any future gate on Hawaiian Avenue.
13. Submit three copies of the Final Map to LACOFD Land Development for review and approval prior to recordation.

Public Works/ Engineering:

1. Details shown on the tentative map are not necessarily approved. Any details, which are inconsistent with requirements of ordinances, general conditions of approval, or City Engineer's policies, must be specifically approved in the final map or improvement plan approvals.
2. Prior to submitting the final map to the City Public Works Department for examination, the owner/applicant shall obtain clearances from all affected Departments and Division, for the following mapping items: mathematical accuracy, survey analysis, and correctness of certificates, signatures, etc.

3. Prior to submittal of a final map, the owner/applicant shall pay all fees required to review documents and plans for final map clearance.
4. A final tract map prepared by, or under the direction of a Registered Civil Engineer authorized to practice land surveying, or a Licensed Land Surveyor, must be processed through the City Engineer's office prior to being filed with the County Recorder.
5. A preliminary subdivision guarantee is required showing all fee interest holders and encumbrances. An updated title report shall be provided before the final tract map is released for filing with the County Recorder.
6. Monumentation of tract map boundaries, street centerline and lot boundaries is required for a map based on a field survey.
7. Final tract map shall be filed with the County Recorder and one (1) mylar copy of filed map shall be submitted to the City Engineer's office prior to issuance of building permits.
8. The project shall comply with all requirements of the Subdivision Map Act.
9. Approval for filing of this land division is contingent upon approval of plans and specifications mentioned below. If the improvements are not installed prior to the filing of this division, the developer must submit an Undertaking Agreement and a Faithful Performance and Labor and Materials Bond in the amount estimated by the City Engineer guaranteeing the installation of the improvements.
10. The City reserves the right to impose any new plan check and/or permit fees approved by City Council subsequent to tentative approval of this map.
11. Easements may be required and shall be subject to review by the City Engineer to determine the final locations and requirements.
12. The owner/applicant shall provide that no easements of any type be granted over any portion of the subdivision to any agency, utility or organization (private or public), except to the City of Hawaiian Gardens prior to recordation of the tract map. The applicant shall grant easements in the name of the City shall include: 1) Vehicular easements, 2) Walkway easements, 3) Drainage easements, 4) Utility easements.

Drainage and Grading:

1. The Geotechnical Report for the project as submitted has been reviewed and accepted.
2. Prior to the recordation of the final map, grading and drainage plans must be approved to provide for contributory drainage from adjoining properties as approved by the City Engineer, including dedication of the necessary easements.
3. The owner/applicant shall provide copies of site clearance letters from third party agencies regarding the Phase 1 and Phase 2 site actions.
4. A grading and drainage plan must provide for each lot having an independent drainage system to the public street, to a public drainage facility, or by means of an approved drainage easement.

5. Historical or existing storm water flow from adjacent lots must be received and directed by gravity to the street, a public drainage facility, or an approved drainage easement. The applicant shall demonstrate that storm water flow will not impact the existing storm water drainage system to the satisfaction of the City Engineer.
6. Surface water generated from Lot shall not drain over the sidewalk or driveway into the gutter on Verne Avenue and Hawaiian Avenue. A parkway drain is required for each street. All NPDES permit requirements need to be shown on final plans.
7. The project shall comply with the City's Stormwater Program and the Regional Water Board's NPDES permit, including the project complying with Low Impact Development standard and regulations. The Hydrology Study as noted below shall address the items.

Hydrology Study – The owner/applicant shall address the following items in the study and shall be show all required improvements on the drainage/grading plans:

- Provide preliminary layout, details and elevations of proposed stormwater. treatment devices to ensure the devices will work as proposed in the development
- Provide details on how TMDL's are addressed.
- The Study shall state the SUSMP shall be submitted for review and approval with grading/drainage plan submittal.
- Revise and resubmit the report after comments have been addressed in the Study.

Road:

1. The Traffic Study for the project as submitted has been reviewed and accepted by the City Engineer.
2. The owner/applicant shall remove all existing drive approaches along Hawaiian Ave and Verne Ave and shall replace with full curb, gutter and sidewalk in compliance with ADA standards.
3. The owner/applicant shall repair any displaced, broken, or damaged curb, gutter, sidewalk, driveway approach, and pavement on street fronting this project and to the satisfaction of the City Engineer.
4. Where feasible the project proponent shall plant street trees within the public right-of-way adjacent to the property (minimum 24 inch box) to the satisfaction of the City Engineer. Trees shall be no closer than 25 linear feet and all species shall be selected by the Community Development Department.
5. The owner/applicant shall provide cross sections of Verne Avenue and Hawaiian Avenue including property lines.
6. The owner/applicant shall slurry seal the entire section of streets in front of the project site facing Hawaiian Avenue and Verne Avenue. The area of removal and replacement shall be determined and approved by the Community Development Director.
7. The project proponent shall dedicate five feet along the east and west sides of the property as an easement for future roadway purposes.

Sewer:

1. The owner/applicant shall prepare a Sewer Capacity study to address impacts to the City/County sewer system since the lot is going from being vacant to 18 residential units. Downstream sewer flow measurements of existing flows and peak flows shall be required to be documented as part of the study.
2. The owner/applicant shall submit a copy of the sewer plans to the City and to the Los Angeles County Department of Public Works for review. Approval of flow capacity must be confirmed by L.A.C.P.W. prior to processing the final map.
3. The owner/applicant shall consult with the City Engineer to determine the sewer location and design requirements. Show sewer connections on site plan.
4. If applicable, the owner/applicant shall furnish and install sanitary sewer lateral(s) and associated facilities within the public right of way in accordance with the requirements of the Department of Public Works.
5. The owner/applicant shall pay all sewer connection fees prior to permit issuance.

Utilities:

1. All existing above grade utilities including but not limited to power poles, overhead wires, telephone, transformer, and cable television service shall be underground or removed from the property.
2. Any utilities that are in conflict with the development shall be relocated at the developer's expense.

Water:

1. All lots shall be served by adequately sized water system facilities, which shall include fire hydrants of the size, type and location as determined by the Fire Chief and the City Planning Department.
2. The water mains shall be of sufficient size to accommodate the total domestic and fire flow required for the land division. Domestic flows required are to be determined by the City Engineer. Fire flows required are to be determined by the Fire Chief.
3. Plans and specifications for the water system facilities shall be submitted for approval to the water company serving this land division. The owner/applicant shall submit an agreement and other evidence, satisfactory to the City Engineer, indicating that the applicant has entered into a contract with the servicing water purveyor guaranteeing payment and installation of the water improvements.
4. Prior to the filing of the final map, there shall also be filed with the City Engineer, a statement from the water purveyor indicating owner/applicant compliance with the Fire Chief's fire-flow requirements.

MINUTES

**CITY OF HAWAIIAN GARDENS
CITY COUNCIL**

REGULAR MEETING

TUESDAY, OCTOBER 22, 2019 AT 6:00 P.M.

CALL TO ORDER

The Regular meeting of the City of Hawaiian Gardens City Council was called to order by Mayor Myra Maravilla on Tuesday, October 22, 2019, at 6:42 PM in the City Council Chambers, 21815 Pioneer Boulevard, Hawaiian Gardens, California.

INVOCATION

The invocation was led by Mayor Myra Maravilla.

FLAG SALUTE

The flag salute was led by Mayor Myra Maravilla.

RECESSED

Mayor Maravilla briefly recessed the regular meeting at 6:58 PM.

RECONVENED

Mayor Maravilla reconvened the meeting at 7:03 PM.

ROLL CALL

PRESENT

MAYOR	MYRA MARAVILLA
MAYOR PRO TEM	JESSE ALVARADO
COUNCILMEMBER	VICTOR FARFAN
COUNCILMEMBER	LUIS ROA
COUNCILMEMBER	HANK TRIMBLE

Reanna Guzman, City Clerk's Office, Staff Assistant I, announced a quorum.

PROCLAMATIONS AND CERTIFICATES

PRESENTATION OF THE CITY'S 2019 RED RIBBON WEEK POSTER WINNERS.

PRESENTATIONS

ORAL PRESENTATION AND UPDATE BY THE HAWAIIAN GARDENS LIBRARIAN CAROLYN REED.

GENERAL PUBLIC COMMENT

Sal Flores, Hawaiian Gardens business representative, spoke during General Public Comment.

Joe Zermeno, Hawaiian Gardens resident, spoke during General Public Comment.

Alba Bac, Hawaiian Gardens resident, spoke during General Public Comment.

Lorraine Cabrera, Hawaiian Gardens resident, spoke during General Public Comment.

AGENDA ORGANIZATION

There were no changes to the agenda organization.

AGENDA ITEM PUBLIC COMMENT

There were no public comments at this time.

ORAL COUNCIL REPORTS

Councilmember Trimble had concerns regarding General Public Comments.

Ernie Hernandez, City Manager, responded to Councilmember Trimble's concerns.

A. PUBLIC HEARING(S)

There were no Public Hearings to be presented at this time.

B. CONSENT CALENDAR

The City Council, upon approval of the Consent Calendar will waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

1. COMMUNITY DEVELOPMENT DEPARTMENT - BUILDING AND SAFETY DIVISION - MONTHLY REPORT FOR SEPTEMBER 2019.

COUNCIL ACTION: Receive and file.

2. COMMUNITY DEVELOPMENT DEPARTMENT - CODE ENFORCEMENT DIVISION - MONTHLY REPORT FOR SEPTEMBER 2019.

COUNCIL ACTION: Receive and file.

B. CONSENT CALENDAR (CONTINUED)

- 3. COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION
PUBLIC WORKS PERMITS- MONTHLY REPORT FOR SEPTEMBER 2019.

COUNCIL ACTION: Receive and file.

- 4. COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION -
MONTHLY REPORT FOR SEPTEMBER 2019.

COUNCIL ACTION: Receive and file.

- 5. COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION -
MONTHLY REPORT FOR SEPTEMBER 2019.

COUNCIL ACTION: Receive and file.

- 6. COMMUNITY DEVELOPMENT DEPARTMENT - COMMERCIAL SIGN
PROGRAM UPDATE REPORT FOR SEPTEMBER 2019.

COUNCIL ACTION: Receive and file.

- 7. COMMUNITY DEVELOPMENT DEPARTMENT - WINDOW SECURITY BAR
REMOVAL PROGRAM UPDATE REPORT FOR THE MONTH OF SEPTEMBER
2019 - FUNDING SOURCE GENERAL FUND.

COUNCIL ACTION: Receive and file.

- 8. FINANCE DEPARTMENT - TREASURER'S REPORT FOR AUGUST 2019.

COUNCIL ACTION: Receive and file.

- 9. *THIS AGENDA ITEM WAS REMOVED FROM THE CONSENT CALENDAR FOR
SEPARATE DISCUSSION. (See Agenda section, Separate Discussion Below)*

- 10. RESOLUTION NO. 104-2019
APPROVAL OF WARRANTS IN THE AMOUNT OF \$1,074,722.63

COUNCIL ACTION: Adopt Resolution No. 104-2019.

- 11. RESOLUTION NO. 105-2019
APPROVE THE EXCHANGE OF PROP A FUNDS BETWEEN THE CITY OF
HAWAIIAN GARDENS AND THE CITY OF LA VERNE AND AUTHORIZING THE
CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS.

COUNCIL ACTION: Adopt Resolution No. 105-2019.

- 12. *THIS AGENDA ITEM WAS REMOVED FROM THE CONSENT CALENDAR FOR
SEPARATE DISCUSSION. (See Agenda Section, Separate Discussion below.)*

Mayor Maravilla requested to pull Agenda Item B-12 for separate discussion.

Councilmember Farfan requested to pull Agenda Item B-9 for separate discussion.

Reynaldo Rodriguez, Hawaiian Gardens resident, spoke during Public Comment.

No one else came forward to address the City Council on this Agenda Item.

It was moved by Mayor Pro Tem Alvarado, seconded by Councilmember Farfan, and approved by voice vote to adopt the Consent Calendar, as presented, excluding Agenda Items B-9 and B-12.

Motion carried, 5-0.

C. CONSENT CALENDAR (AGENDA ITEMS REMOVED FOR SEPARATE DISCUSSION)

9. RESOLUTION NO. 103-2019
AWARDING A CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC., SANTA FE SPRINGS, CALIFORNIA, IN THE AMOUNT OF \$686,075.50, FOR THE STREET IMPROVEMENTS ON VARIOUS RESIDENTIAL STREETS, FOR FISCAL YEAR 2018-2019 PROJECT (CDBG PROJECT NO. 601978-18).

Councilmember Farfan and Mayor Maravilla recused themselves from Agenda Item B-9 due to a potential conflict of interest.

Councilmember Farfan and Mayor Maravilla left the dais at 7:24 PM.

No one came forward to address the City Council on Agenda Item B-9.

It was moved by Councilmember Trimble, seconded by Mayor Pro Tem Alvarado, and approved by voice vote to adopt Agenda Item B-9, Resolution No. 103-2019.

Motioned carried, 3-0-2. Mayor Maravilla and Councilmember Farfan were recused.

Councilmember Farfan and Mayor Maravilla returned to the dais at 7:26 PM.

13. AMENDMENT TO THE ADOPTED AGENDA ORGANIZATION GUIDELINES.

Megan Garibaldi, Interim City Attorney, presented staff report.

No one came forward to address the City Council on this Agenda Item.

This Agenda Item is to amend the guidelines. It will reflect the changes made during the PHA Agenda Item and as clarified by the Interim City Attorney to change that the Public Comment section would revert back to the former way that Council handled the public comments and agenda comments to be combined as one at the beginning of the meeting and the other change was that Oral Council reports be moved to the end of the meeting.

It was moved by Mayor Pro Tem Alvarado, seconded by Mayor Maravilla, and approved p . 2 2 2 by voice vote to amend the Agenda Organization Guidelines to change and combine the Public Comment and Agenda Comment sections as one section at the beginning of the meeting and to move Oral Council reports to the end.

Motion carried, 5-0.

C. DISCUSSION ITEM(S)

1. UPDATE OF MAYOR MARAVILLA'S APPOINTMENTS TO VARIOUS GOVERNMENT AGENCIES AND CITY COMMITTEES FOR 2019.

Joe Zermeno, Hawaiian Gardens resident, spoke during Public Comment.

Mayor Maravilla requested to postpone and continue this Agenda Item to the next regular meeting.

2. DISCUSSION OF DEFUNDING OF THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY (JPA).

Councilmember Trimble presented this Agenda Item.

Joe Zermeno, Hawaiian Gardens resident, spoke during Public Comment.

Jan LaPointe, Hawaiian Gardens resident, spoke during Public Comment.

No one else came forward to address the City Council on this Agenda Item.

Councilmember Trimble had concerns regarding what cities paid JPA.

Linda Hollinsworth responded to Councilmembers concerns.

Councilmember Hank Trimble made comments regarding the Independent Cities conference, the City of Commerce, and the importance of having connections in Sacramento.

Mayor Pro Tem Alvarado made comments regarding the cost to run JPA, and the reason why JPA let go the Executive Director, and importance of staying strong.

Ernie Hernandez made comments about the cities of Gardena and Inglewood and that they have exited or are in the process of exiting.

Mayor Maravilla and Councilmember Farfan made comments regarding the importance of staying in the JPA.

3. DISCUSSION OF CITY COMMITTEE DECISIONS.

Joe Zermeno, Hawaiian Gardens resident, spoke during Public Comment.

No one else came forward to address the City Council on this Agenda Item.

Councilmember Trimble requested that committee decisions are to be brought back to the City Council.

City Manager Hernandez proposed new policies on committee agenda management such as all Commissions and Committee minutes to be presented before the City Council.

D. COMMITTEE REPORT(S)

There were no new Committee Reports at this time.

E. NEW BUSINESS

Mayor Maravilla requested an update on the overall Public Safety Program and status report on the agenda management system, as well as the website launch update. She wants to review prior to launching.

Councilmember Roa requested that the City Clerk's Department reach out to Vector Control regarding a presentation at the City Council meeting on November 12, 2019.

F. ORAL REPORTS

Steve Gomez, Recreation and Community Services Department, announced Halloween Event and the Veterans Event.

G. CLOSED SESSION

There was no Closed Session items at this time.

I. ADJOURNMENT

Chairmember Maravilla adjourned the meeting at approximately 8:23 PM, to a Regular City Council meeting to be held on Tuesday, November 12, 2019 at 6:00 PM.

Respectfully submitted:

Lucie Colombo, CMC
City Clerk

APPROVED:

MYRA MARAVILLA
MAYOR

ATTEST:

LUCIE COLOMBO, CMC, CPMC
CITY CLERK

MINUTES
CITY OF HAWAIIAN GARDENS
CITY COUNCIL

B-8
CITY COUNCIL P. 224
11/12/2019

REGULAR MEETING

TUESDAY, OCTOBER 8, 2019 AT 6:00 P.M.

CALL TO ORDER

The Regular meeting of the City of Hawaiian Gardens City Council was called to order by Mayor Myra Maravilla on Tuesday, October 8, 2019, at 6:07 PM in the City Council Chambers, 21815 Pioneer Boulevard, Hawaiian Gardens, California.

INVOCATION

The invocation was led by Lucie Colombo, CMC, CPMC

FLAG SALUTE

The flag salute was led by Councilmember Trimble.

ROLL CALL

PRESENT

MAYOR	MYRA MARAVILLA
MAYOR PRO TEM	JESSE ALVARADO
COUNCILMEMBER	LUIS ROA
COUNCILMEMBER	HANK TRIMBLE
COUNCILMEMBER	VICTOR FARFAN

Lucie Colombo, CMC, City Clerk, announced a quorum.

OATH OF OFFICE

CITY CLERK TO ADMINISTER OATH OF OFFICE TO NEWLY APPOINTED CITY COUNCILMEMBER VICTOR FARFAN.

City Clerk Colombo administered the Oath of Office to Councilmember Victor Farfan. Councilmember Farfan joined the City Council at the dais and continued with the regular meeting.

PROCLAMATIONS AND CERTIFICATES

PRESENTATION OF CERTIFICATE OF APPRECIATION TO FIVE STAR EXPRESS, INC., EXPRESS CAR WASH.

PRESENTATION OF MONETARY DONATIONS TO HAWAIIAN GARDENS YOUTH FOOTBALL AND CHEER AND COMMUNITY FAMILY GUIDANCE CENTER.

PRESENTATIONS

ORAL PRESENTATION AND UPDATE BY THE HAWAIIAN GARDENS LIBRARIAN CAROLYN REED.

CITY OF HAWAIIAN GARDENS VIDEO PRESENTATION OF CITY EVENT(S).

GENERAL PUBLIC COMMENT

Reynaldo Rodriguez, Hawaiian Gardens resident, spoke during General Public Comment.

Andres Roman, Hawaiian Gardens resident, spoke during General Public Comment.

Joe Zermeno, Hawaiian Gardens resident, spoke during General Public Comment.

Frank Amaro, Hawaiian Gardens resident, spoke during General Public Comment.

Priscilla Kwan, Hawaiian Gardens resident, spoke during General Public Comment.

Carla Valencia, Hawaiian Gardens resident, spoke during General Public Comment.

Francis Rodriguez, Hawaiian Gardens resident, spoke during General Public Comment.

Lorraine Cabrera, Hawaiian Gardens resident, spoke during General Public Comment.

AGENDA ORGANIZATION

No one made changes to the Agenda Organization at this time.

AGENDA ITEM PUBLIC COMMENT

No one came forward during Agenda Item Public Comment.

ORAL COUNCIL REPORTS

Councilmember Hank Trimble made comments regarding the Teen Center opening ceremony, the Sherriff's Department event, Census 2020, Green Energy he received at Contract Cities, and a JPA meeting.

Mayor Pro Tem Alvarado reported on the success of the Paloma Mensajeras program, their arrival from Mexico and reported on the families reuniting.

Mayor Maravilla responded to comments related to ABCUSD Trustee Apodaca. She continued that she condemns words that were spoken by members of the public that were derogatory and offensive and do not reflect the City Council or the City of Hawaiian Gardens.

Councilmember Roa congratulated staff relating to the Teen Center and issued an apology towards Mr. Munoz, Mr. Lupe Cabrera, and Mr. Joe Barrios for information provided by the public.

Councilmember Farfan thanked the City Council for the opportunity to join the City Council and looks forward to working with the community.

A. PUBLIC HEARING(S)

1. APPROVAL OF RESOLUTION NO. 097-2019
ESTABLISHING BOUNDARIES AND FORMING THE UNDERGROUND UTILITY DISTRICT (UUD) NO. 2019-01 ON A SEGMENT OF NORWALK BOULEVARD IN THE CITY OF HAWAIIAN GARDENS.

COUNCIL ACTION: Adopt Resolution No. 097-2019.

Joe Colombo, Community and Development Director, presented the Staff Report.

Councilmember Trimble commented about notifying the community about red curbs.

Joe Colombo informed Councilmember Trimble that letters were sent to the affected property owners.

Kathleen Wiechelman, business owner and property owner, had questions regarding the impact on her business and and made suggestions.

Joe Colombo stated the project completion will be December 2021, and if adopted tonight, Council is authorizing Edison to start the design phase. Community Development Director Colombo will take into consideration business owners' concerns and be sensitive to the business's that are there.

Councilmember Trimble had concerns about trenching and plates on the street.

Community Development Director Colombo stated there will be trenching on the street and there will be street plates as a protection.

PUBLIC HEARING – OPEN

Reynaldo Rodriguez, Hawaiian Gardens resident, asked why Council decided on two blocks and there is no need for it. He also mentioned what is the reason the Council will spend money to put the utilities underground there for just two blocks and not anywhere near Carson or Norwalk Blvd.

Jan LaPointe, Hawaiian Gardens resident, had concerns of the scheduling and about the month of December and asked if it could get postponed to January.

Joe Colombo responded to Council concerns about how there are specific funds that can be used for commercial areas only, and since it is Edison's project, the

City is on their timeline but will work with Edison. Mr. Colombo also responded to Councilmember concerns by stating the funds can only be used for undergrounding.

Councilmember Farfan clarified the logistics of this project.

PUBLIC HEARING – CLOSED

The Public Hearing was declared closed.

It was moved by Councilmember Trimble, seconded by Mayor Pro Tem Alavarado, and approved by voice vote to adopt Resolution No. 097-2019.

Motion carried, 5-0.

B. CONSENT CALENDAR

The City Council, upon approval of the Consent Calendar will waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

1. AUTHORIZATION TO CANCEL THE REGULAR MEETINGS SCHEDULED FOR NOVEMBER 26, 2019 AND DECEMBER 24, 2019, DUE TO THE HOLIDAYS AND DECLARING THE MEETINGS DARK.

COUNCIL ACTION: Canceling and declaring certain meetings as Dark Meetings.

2. APPROVAL OF RESOLUTION NO. 099-2019
AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR PLANNING GRANTS PROGRAM FUNDING UNDER SENATE BILL 2 (SB2).

COUNCIL ACTION: Adopt Resolution No. 099-2019.

3. APPROVE THE CITY COUNCIL MINUTES:

- SEPTEMBER 24, 2019 - REGULAR MEETING; AND
- SEPTEMBER 10, 2019 - REGULAR MEETING; AND
- AUGUST 27, 2019 - REGULAR MEETING; AND
- AUGUST 13, 2019 - REGULAR MEETING; AND
- JUNE 25, 2019 - REGULAR MEETING; AND
- MAY 14, 2019 - REGULAR MEETING.

COUNCIL ACTION: Approve the minutes as presented.

4. *THIS AGENDA ITEM WAS REMOVED FROM CONSENT CALENDAR FOR SEPARATE DISCUSSION. (See Agenda section, Separate Discussion below.)*

Joe Zermeno, Hawaiian Gardens resident, spoke during Public Comment.

Councilmember Farfan requested to remove Agenda Item B-4 for separate discussion.

It was moved by Mayor Pro Tem Alvarado, seconded by Councilmember Trimble and approved by voice vote to adopt the Consent Calendar with the exclusion of Agenda Item B-4.

Motion carried, 5-0.

B. CONSENT CALENDAR (AGENDA ITEMS REMOVED FOR SEPARATE DISCUSSION)

- B4. *APPROVAL OF LEASE BETWEEN THE CITY OF HAWAIIAN GARDENS AND DEKRA-LITE FOR CHRISTMAS TREE LIGHTING EVENT EQUIPMENT*

COUNCIL ACTION: *Authorize the City Manager to enter into a League with Dekra-Lite to amend live tree lease and substitute with artificial tree lease.*

Ernie Hernandez, City Manager, presented the staff report.

Joe Zermeno, Hawaiian Gardens resident, spoke during Public Comment.

Councilmember Farfan asked City Manager to negotiate the lease agreement to stay within the budget.

City Manager responded to Councilmember Farfan's concerns and provided options for the City Council to consider regarding the tree.

City Manager Hernandez stated that for safety reasons, staff will follow through with the baseboard at the capacity it was intended for and will negotiate to stay within the current budget.

C. DISCUSSION ITEM(S)

1. A REQUEST FROM THE COMMUNITY DEVELOPMENT DEPARTMENT TO INTRODUCE AND DISCUSS A NEW BLOCK WALL PROGRAM GUIDELINES FOR THE CITY OF HAWAIIAN GARDENS.

Joe Colombo, Community Development Director, provided staff direction.

Joe Zermeno, Hawaiian Gardens resident, spoke during Public Comment.

Jan LaPointe, Hawaiian Gardens resident, spoke during Public Comment.

Lorraine Cabrera, Hawaiian Gardens resident, spoke during Public Comment.

No one else came forwards to address the City Council on this Agenda Item.

P . 2 2 9

C. DISCUSSION ITEM(S) (CONTINUED)

Mayor Maravilla and Mayor Pro Tem Alvarado made comments on the importance of health and safety, and helping the community.

Councilmember Roa and Councilmember Trimble made comments regarding the responsibility belongs to the owners.

Megan Garibaldi, City Attorney, suggested the discussion be moved to the next regular Public Housing Authority meeting.

The City Council directed staff to move this Agenda Item to the next regular Public Housing Authority meeting for discussion.

2. APPROVAL OF RESOLUTION NO. 100-2019
ADOPTING THE CITY OF HAWAIIAN GARDENS PUBLIC RECORDS
ACT (PRA) PROCEDURES POLICY.

Interim City Attorney Garibaldi presented the staff report.

Joe Zermeno, Hawaiian Gardens resident, spoke during Public Comment.

Lorraine Cabrera, Hawaiian Gardens resident, spoke during Public Comment.

No one else came forward to address the City Council on this Agenda Item.

It was moved by Mayor Pro Tem Alvarado, seconded by Councilmember Trimble, and approved by voice vote to adopt Resolution No. 100-2019.

Motion carried, 5-0.

3. APPROVAL OF RESOLUTION NO. 101-2019
APPROVING AN AGREEMENT WITH BEST BEST & KRIEGER, LLP,
FOR LEGAL SERVICES.

COUNCIL ACTION: Adopt Resolution No. 101-2019.

It was moved by Mayor Maravilla, seconded by Councilmember Farfan, and approved by voice vote to table Agenda Item C-3, Resolution No. 101-2019.

Motion carried, 5-0 to table this item.

4. DISCUSSION, REVIEW, AND DIRECTION OF RECREATIONAL FIELD
USAGE AND SCHEDULING.

COUNCIL ACTION: Council to provide staff direction.

C. DISCUSSION ITEM(S) (CONTINUED)

Steve Gomez, Recreation and Community Development Director, presented the staff report.

Mayor Maravilla made inquiries of the possibilities of outside groups participating on the fields and to create a master schedule of all facilities and use.

Councilmember Trimble made comments of an incident between football and soccer programs.

Councilmember Roa explained the practice layout of the Fedde Sports Complex and scheduling.

Mayor Maravilla had concerns about only having one staff member at certain facilities.

The City Council suggested keeping the middle gate of the Fedde Sports Complex open for the community to have access to the playground and restrooms.

5. CONSIDERATION TO IMPLEMENT SECURITY MEASURES AT CITY COUNCIL MEETINGS.

COUNCIL ACTION: Council to provide staff direction.

Lorraine Cabrera, Hawaiian Gardens resident, spoke during Public Comments.

Joe Zermeno, Hawaiian Gardens resident, spoke during Public Comment.

No one else came forward to address the City Council during Public Comments.

Mayor Maravilla explained the importance on being prepared for active shooter trainings and creating policies.

The City Manager gave ideas on what security measures can be taken through the examples of other cities.

The City Council directed staff to look into other cities and their protocols.

D. COMMITTEE REPORT(S)

There were no Committee Reports at this time.

E. NEW BUSINESS

There were no New Business items at this time.

F. ORAL REPORTS

Steve Gomez invited the community to the Red Ribbon Rally Walk on Tuesday, October 22, 2019.

G. CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL: INITIATION OF LITIGATION
 GOVERNMENT CODE SECTION 54956.9(D)(4)
 NUMBER OF POTENTIAL CASES: ONE (1)

RECESS

The City Council recessed to Closed Session to discuss the Agenda Item.

RECONVENE

The City Council reconvene from Closed Session. Councilmember Roa was absent at the time the City Council reconvened.

Megan Garibaldi, Interim City Attorney, stated that there was no reportable action taken by the City Council at this time.

I. ADJOURNMENT

Mayor Maravilla adjourned the meeting at approximately 9:31 PM, to a Regular City Council meeting to be held on Tuesday, October 22, 2019 at 6:00 PM.

Respectfully submitted:

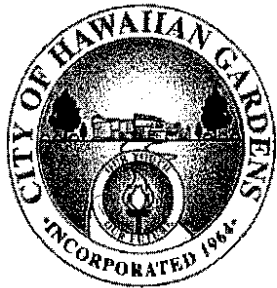
Lucie Colombo, CMC, CPMC
 City Clerk

APPROVED:

MYRA MARAVILLA
 MAYOR

ATTEST:

LUCIE COLOMBO, CMC, CPMC
 CITY CLERK



**CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT**

Agenda Item: B-9City Manager: WS

DATE: November 12, 2019
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Lucie Colombo, CMC, City Clerk
SUBJECT: PRESENTATION OF COMMISSION MINUTES AND COMMITTEE REPORTS

SUMMARY

The attached Commission Minutes and Committee Reports are hereby presented to the City Council.

PUBLIC SAFETY COMMISSION MINUTES:

January 2019
February 2019
March 2019
April 2019
May 2019
June 2019 and
September 2019

HOMELESS TASK FORCE COMMITTEE REPORTS

January 2019

FISCAL IMPACT

There is no fiscal impact directly related to this item.

RECOMMENDATION

Receive and file.

**MINUTES
CITY OF HAWAIIAN GARDENS
REGULAR MEETING
PUBLIC SAFETY COMMISSION
JANUARY 16, 2019**

The Regular Meeting of the Hawaiian Gardens Public Safety Commission was called to order on Wednesday, January 16, 2019, commencing at 6:00pm, at the Public Safety Center, 11940 Carson St. Hawaiian Gardens, California 90716.

Pledge of Allegiance was led by Chair Rico.

ROLL CALL	CHAIRMEMBER	MARIO RICO
	VICE CHAIRMEMBER	PEDRO AMARO
	COMMISSIONER	LIZET MENDOZA
	COMMISSIONER	BERTHA MERAZ
	COMMISSIONER	BARBARA LAUGHLIN

All Present, a quorum was announced.

For the record, also in attendance, Recording Secretary, Claudia Raya, Commission Liaison, Linda Suniga, Public Safety Officer, Alonso Verduzco, Public Works Administrative Technician, Ramie Torres and with Los Angeles County Sheriff's Department, Sgt. Maese, Deputy Martinez and Deputy Portillo.

PRESENTATIONS

Public Safety Officer, Alonso Verduzco introduced himself to the Commission.

ORAL COMMUNICATIONS - None

CITY COUNCIL REPORTS

None at this time

CONSENT CALENDAR

1. PRESENTATION OF THE PUBLIC SAFETY COMMISSION MEETING MINUTES FOR THE MONTH OF DECEMBER 2018.

COMMISSION ACTION: *Approve as Presented*

2. LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MONTHLY CRIMES REPORT FOR DECEMBER 2018.

COMMISSION ACTION: *Receive and File*

3. LOS ANGELES COUNTY ANIMAL CARE AND CONTROL MONTHLY REPORT FOR NOVEMBER 2018.

COMMISSION ACTION: *Receive and File*

Vice Chair Amaro made a motion to receive and file the consent calendar in its entirety. Commissioner Laughlin seconded. Motion passed.

ORAL STAFF REPORTS

Administrative Technician, Ramle Torres informed the Commission that Clean Power Alliance (CPA) will be giving a presentation at the next Council Meeting. Vice Chair Amaro questioned if notices have been sent to the residents regarding the changes. Ms. Torres responded that agendas will be posted, social media blast distribution and marquees will be displayed with CPA information. In addition, on the City's website, there is a full link that has been uploaded with additional information.

Sgt. Maese commented that one of our City residents has graduated the Sheriff's Department's Explorer Program. Dana Castro will also be recognized at the next City Council Meeting for her great achievement. Dana is looking to send a message of empowerment to other females.

DISCUSSION ITEMS

4. REMINDER; PUBLIC SAFETY COMMISSION RE-ORGANIZATION DURING NEXT COMMISSION MEETING, FEB. 2019
5. UPDATE ON RECOMENDATIONS TO THE CITY COUNCIL CONCERNING ENFORCEMENT OPTIONS FOR ILLEGAL DUMPING ACITIVITIES

Staff informed the Commission that we have a new law firm therefore; we will have to wait and follow City Manager's direction to proceed with any recommendations.

6. UPDATE ON COMMISSION REQUEST TO INVITE THE CITY ENGINEER TO ATTEND AN UPCOMING COMMISSION MEETING

Staff has invited the City Engineer; however, we haven't received a confirmation yet.

COMMISSIONER REPORTS

Commissioner Laughlin would like an update on the leaning pole on Norwalk. Administrative Technician, Ramie Torres will follow up and respond. In addition, Commissioner Laughlin commented that the Burger King parking lot was flooded during the recent downpour. Maybe the sewers are clogged. Staff responded that Public Works will be following up. In addition, Commissioner Laughlin suggested using drain covers to prevent trash flowing through.

Commissioner Mendoza reported the trash company assisted her with extra trash and she was pleased with the service. Moreover, Commissioner Mendoza is also pleased to observe more Deputies patrolling throughout the streets.

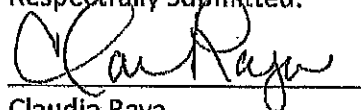
Vice Chair Amaro reported that the light on Pioneer and Carson has been fixed, where more cars are able to make a left turn. Vice Chair Amaro would like a ride along with the officers. Staff responded that the ride can be arranged. Pedestrians are still having a hard time crossing on Tilbury Street. Cars do not stop to let pedestrians walk. Also, individuals making a left turn out of the 99cents exit onto Norwalk make things more difficult. Sgt. Maese will inform the motor deputies to enforce that area. Lastly, wants to follow up with the new vending laws and if there is anything new.

Commissioner Meraz thanked the deputies for being more visible out in the community. In addition, Commissioner Meraz wanted to know if there has been any response back from Republic in regard to residents' refunds. Staff will follow up and respond.

Chair Rico wanted a follow up with the radar trailers. Staff responded that training has been provided and soon will be deployed.

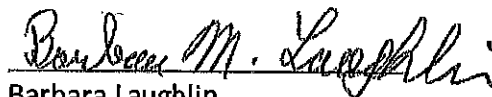
ADJOURNMENT to the next Regular Public Safety Commission Meeting.

Respectfully Submitted:



Claudia Raya
Recording Secretary

Approved:



Barbara Laughlin
Chairmember

Attest:



Claudia Raya

**MINUTES
CITY OF HAWAIIAN GARDENS
REGULAR MEETING
PUBLIC SAFETY COMMISSION
FEBRUARY 20, 2019**

The Regular Meeting of the Hawaiian Gardens Public Safety Commission was called to order on Wednesday, February 20, 2019, commencing at 6:00pm, at the Public Safety Center, 11940 Carson St. Hawaiian Gardens, California 90716.

Pledge of Allegiance was led by Chair Rico

ROLL CALL	CHAIRMEMBER	MARIO RICO
	VICE CHAIRMEMBER	PEDRO AMARO
	COMMISSIONER	LIZET MENDOZA
	COMMISSIONER	BERTHA MERAZ
	COMMISSIONER	BARBARA LAUGHLIN

All present, a quorum was announced.

For the record, also in attendance, Claudia Raya, Recording Secretary, Linda Suniga, Commission Liaison, Patrick Matson, Administrative Services Manager, Alonso Verduzco, Public Safety Officer and with Los Angeles County Sheriff's Department, Sgt. Maese and Deputy Emerson.

COMMISSION REORGANIZATION

Staff opened the floor for Chair nominations. Vice Chair Amaro nominated Commissioner Barbara Laughlin. Commissioner Meraz seconded. Chair Rico called for a vote, all were in favor, motion passed.

Staff opened the floor for Vice Chairmember nominations. Commissioner Meraz nominated Commissioner Mendoza. Commissioner Rico seconded. Commissioner Rico called for a vote, all were in favor, motion passed.

PRESENTATIONS

Staff recognized Deputy Emerson for his outstanding job serving the City of Hawaiian Gardens. Sgt. Maese commented on Deputy Emerson's responsibilities and tasks of managing the Motor program in Hawaiian Gardens.

Deputy Emerson reported that Motor Deputies are now doing traffic enforcement for about 40-50 hours a month. They have been patrolling Pioneer and Carson among other areas and stop

signs throughout the City. In addition, Deputy Emerson reported that if there are any areas of concern, notify Staff and they will forward the message to him.

After Presentation, recess was taken with the new Chair at the gavel.

ORAL COMMUNICATIONS - None

CITY COUNCIL REPORTS

1. **INFORMATIONAL ITEM: CITY COUNCIL MEETING 1/22/2019; A REVIEW OF THE FINDINGS AND RECOMMENDATIONS FOR A TRAFFIC CALMING STUDY CONDUCTED FOR 226TH STREET BETWEEN PIONEER AVENUE AND NORWALK BOULEVARD**

COMMISSION ACTION: *Receive and File*

For the record, this calming study was presented to City Council as Agenda Item D:3 on 1/22/2019. The purpose was to study the traffic along 226th St. between Pioneer and Norwalk Blvd. and to provide any suggestions for any calming measures. The findings of the study concluded that there were no significant issues that warranted any calming measures.

Staff responded to Commission's questions and concerns regarding the study and other items.

Commissioner Amaro made a motion to receive and file Item 1. Commissioner Rico seconded. All in favor, motion passed.

2. **INFORMATIONAL ITEM: CITY COUNCIL MEETING 1/22/2019; ITEM D4; A REVIEW OF THE SPEED STUDY OF NORWALK BOULEVARD FROM 224TH TO 226TH STREET IN THE CITY OF HAWAIIAN GARDENS**

COMMISSION ACTION: *Receive and File*

For the record, Item 2 was presented to City Council as Agenda Item D:4 on 1/22/2019. Staff informed the commission that the City Engineer recommended no changes in the speed limit. Recommendations included additional enforcement during specific times during the day.

Commissioner Rico made a motion to receive and file Item 2 with the Public Safety Commission's request to send City Manager a Memo requesting a review of the speed limit on Norwalk Blvd. between 224th and 226th considering the new teen post. Commissioner Amaro seconded. All in favor, motion passed.

CONSENT CALENDAR

3. **LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MONTHLY CRIMES REPORT FOR JANUARY 2019.**

COMMISSION ACTION: *Receive and File*

4. LOS ANGELES COUNTY ANIMAL CARE AND CONTROL MONTHLY REPORT FOR DECEMBER 2018.

COMMISSION ACTION: *Receive and File*

Chair Laughlin made a motion to receive and file the consent calendar in its entirety. Commissioner Amaro seconded. All in favor, motion passed.

STAFF REPORTS

5. LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MONTHLY TRAFFIC REPORT FOR DECEMBER 2018.

COMMISSION ACTION: *Receive and File*

Staff reported that the Sherriff's Department Traffic Report will be provided quarterly to the Commission. Deputy Emerson explained the report in detail.

DISCUSSION ITEMS

6. UPCOMING NEIGHBORHOOD SAFETY MEETINGS

- Wednesday, February 27th at Melbourne Elementary @ 6:00pm
- Wednesday, March 6th at Furgeson Elementary @ 6:00pm

Our next Neighborhood Safety Meeting topics will be on vaping awareness. This is very new to many parents and educators to understand the dangers that exist with vaping.

7. HOMELESS COUNT RECAP

The annual homeless count has been conducted. The numbers have not been released yet. Once we receive them, staff will update the Commission.

COMMISSIONER REPORTS

Commissioner Meraz thanked Deputy Emerson for all his work done in the City.

Vice Chair Mendoza recommends placing cones on Norwalk Blvd. off the 99cents store exit to prevent drivers from making a left turn. Also, the light on Pioneer, making a left onto Carson towards the freeway, changes quickly not allowing many cars turn. Would it be possible to make two left turns.

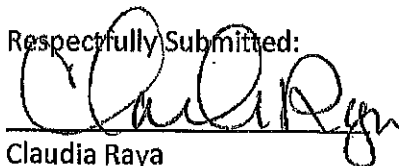
Commissioner Amaro agrees with Vice Chair Mendoza in regard to placing cones on Norwalk Blvd. before Tilbury St. Secondly, Commissioner Amaro recommends that Staff takes a look at the sidewalk on Brittain next to the empty lot. This can be a safety concern for pedestrians walking at night. Lastly, would like an update on illegal street vending.

Commissioner Rico thanked Deputy Emerson and Sgt. Maese for bringing the right people into our City. Commissioner Rico also wanted to discuss the foot traffic and activity on our riverbeds, particularly the one behind Horst. Commissioner Rico keeps getting complaints in regard to that matter. He does not believe that many of the individuals walking though are homeless individuals. Sgt. Maese will be following up.

Chair Barbara Laughlin questioned if there was an update with the positive signs on panhandling. Staff responded that the signs got tied up with the homeless plan and Staff is working on it. However, the issue in our City deals with panhandling on the medians which are a concern. Unfortunately, citations and signage are not expected to deter the same individuals on the median. Lastly, Chair Laughlin reported the leaning pole on Claretta and 221st. Staff responded that it was reported immediately.

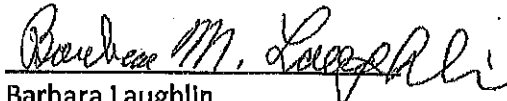
ADJOURNMENT to the next Regular Public Safety Commission Meeting on March 20, 2019.

Respectfully Submitted:



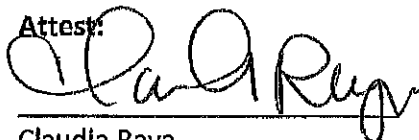
Claudia Raya
Recording Secretary

Approved:



Barbara Laughlin
Chairmember

Attest:



Claudia Raya

**MINUTES
CITY OF HAWAIIAN GARDENS
REGULAR MEETING
PUBLIC SAFETY COMMISSION
MARCH 20, 2019**

The Regular Meeting of the Hawaiian Gardens Public Safety Commission is hereby called to be held on Wednesday, March 20, 2019, commencing at 6:00pm, at the Public Safety Center, 11940 Carson St. Hawaiian Gardens, California 90716.

Pledge of allegiance was led by Chair Laughlin.

ROLL CALL	CHAIRMEMBER	BARBARA LAUGHLIN	PRESENT
	VICE CHAIRMEMBER	LIZET MENDOZA	PRESENT
	COMMISSIONER	BERTHA MERAZ	PRESENT
	COMMISSIONER	MARIO RICO	ABSENT
	COMMISSIONER	PEDRO AMARO	PRESENT

Commissioner Amaro made a motion to excuse Commissioner Rico. Vice Chairmember Mendoza seconded, all in favor, motion passed.

For the record, also in attendance, Claudia Raya, Recording Secretary, Commission Liaison, Linda Suniga, Administrative Services Manager, Patrick Matson, Public Safety Officer, Alonso Verduzco, and with Los Angeles County Sheriff's Department, Deputy Martinez and Deputy Portillo.

PRESENTATIONS - None

ORAL COMMUNICATIONS - None

CITY COUNCIL REPORTS

1. **INFORMATIONAL ITEM: CITY COUNCIL MEETING 3/12/2019; ITEM B1; ORDINANCE NO. 583 - SECOND READING & ADOPTION. AN ORDINANCE OF THE CITY COUNCIL OF HAWAIIAN GARDENS APPROVING AND AMENDING THE HAWAIIAN GARDENS MUNICIPAL CODE SECTION 1.12.020 (C) (6) TO PROVIDE AN UPDATE REGARDING AUTHORIZATION TO ISSUE CITATIONS.**

COMMISSION ACTION: *Receive and File*

Administrative Services Manager presented the informational item to the Commission. Council approved updating authorization for Public Safety Officers to issue citations. However, there will be a process for citing for trash bins. Commissioner Pedro Amaro made a motion to receive and file. Commissioner Meraz seconded. All in favor, motion passed.

CONSENT CALENDAR

2. LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MONTHLY CRIMES REPORT FOR FEBRUARY 2019.

COMMISSION ACTION: *Receive and File*

3. LOS ANGELES COUNTY ANIMAL CARE AND CONTROL MONTHLY REPORT FOR JANUARY 2019.

COMMISSION ACTION: *Receive and File*

Item 2, Los Angeles County Sheriff's Report was pulled because Commissioner Amaro is really pleased to see the crime statistics really low. Commissioner Amaro thanked the Deputies for their hard work. Commissioner Amaro made a motion to receive and file Item 2. Vice Chairmember Mendoza seconded. All in favor, motion passed.

Item 3, was pulled because Mr. Amaro was not made aware about the Pet Clinic. Staff responded that according to Animal Control, the event itself is one of the biggest clinics in the County, and therefore, not a lot of marketing needs to be done. However, Public Safety Staff will work more closely with our Special Events division to assure Hawaiian Gardens residents are kept informed. In addition, Department of Public Safety is working on the spay and neuter events for City of Hawaiian Gardens residents only.

Commissioner Amaro made a motion to receive and file Item 3. Commissioner Meraz seconded. All in favor, motion passed.

STAFF REPORTS

Administrative Services Manager, Patrick Matson, informed the Commission that our radar trailers have now been deployed. The radar trailers will be placed in targeted areas throughout the City to deter speeding and traffic violations.

Commission Liaison, Linda Suniga, informed the Commission on the memo that was sent by the City Engineer to City Council. Staff responded to all of the Commission's questions and concerns regarding new red curb additions and deletions.

DISCUSSION ITEMS

4. SPEED STUDY ON NORWALK BLVD. BETWEEN 224th STREET AND 226th STREET

Staff provided the Commission with the City Engineer's Memo to City Council regarding the traffic study on 224th Street and 226th Street. Commissioner Amaro voiced his concern with the speed limit on Norwalk Blvd. Commissioner Amaro suggest putting up positive signs throughout the City.

5. PARADE AND CARNIVAL, APRIL 12-14th @ FEDDE SPORTS COMPLEX

Special Events division will be contacting the Commission in regard to participating in the Parade.

6. UPCOMING NEIGHBORHOOD SAFETY MEETINGS

- WEDNESDAY, APRIL 3, 2019 @ HAWAIIAN ELEMENTARY @ 6:00PM, MULTI-PURPOSE ROOM

7. JUNIOR SAFETY FAIR, MARCH 27, 2019 @ CLARKDALE PARK @ 3:00 - 5:00PM

COMMISSIONER REPORTS

Commissioner Amaro noticed the La Quinta Inn bus parking. Thanked staff for assisting in getting that put in place.

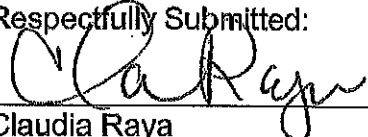
Vice Chairmember Mendoza had nothing to report.

Commissioner Meraz had nothing to report.

Chairmember Laughlin would like to know the status about panhandlers? Public Safety Officer Verduzco commented that when they come in contact with a panhandler, they just make them aware they cannot be panhandling. In most cases a verbal warning deters panhandling. In some cases LASD Deputies and/or LASD Mental Evaluation Team (MET) are contacted for additional support.

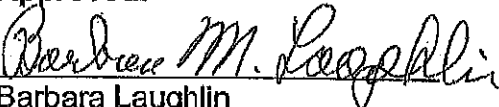
ADJOURNMENT to the next Regular Public Safety Commission Meeting on April 17, 2019.

Respectfully Submitted:



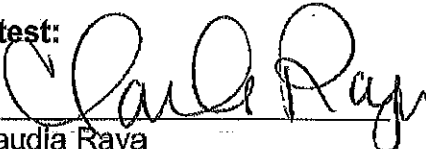
Claudia Raya
Recording Secretary

Approved:



Barbara Laughlin
Chairmember

Attest:



Claudia Raya

MINUTES
CITY OF HAWAIIAN GARDENS
SPECIAL MEETING
PUBLIC SAFETY COMMISSION
APRIL 24, 2019

The Special Meeting of the Hawaiian Gardens Public Safety Commission was called to order on Wednesday, April 24, 2019, beginning at 6:00pm, at the Public Safety Center, 11940 Carson Street, 2nd Floor, Hawaiian Gardens, California 90716.

Pledge of Allegiance was led by Chairmember Laughlin.

ROLL CALL	CHAIRMEMBER	BARBARA LAUGHLIN
	VICE CHAIRMEMBER	LIZET MENDOZA
	COMMISSIONER	PEDRO AMARO
	COMMISSIONER	MARIO RICO
	COMMISSIONER	BERTH MERAZ

All were present. Quorum was announced.

For the record also in attendance, Recording Secretary, Claudia Raya, Commission Liaison, Linda Suniga, Public Safety Officer, Alonzo Verduzco, Administrative Technician, Ramie Torres, with Los Angeles County Sheriff's Department, Sgt. Maese and Los Angeles County Sherrif's Explorer program, Dana Castro.

PRESENTATIONS

Staff presented Explorer Dana Castro to the Commission.

ORAL COMMUNICATIONS - None

CITY COUNCIL REPORTS – None

CONSENT CALENDAR

1. PRESENTATION OF THE PUBLIC SAFETY COMMISSION MEETING MINUTES FOR THE MONTHS OF JANUARY, FEBRUARY & MARCH 2019.

COMMISSION ACTION: *Approve as Presented*

2. LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MONTHLY CRIMES REPORT FOR MARCH 2019.

COMMISSION ACTION: *Receive and File.*

3. LOS ANGELES COUNTY ANIMAL CARE AND CONTROL MONTHLY REPORT FOR THE MONTH OF FEBRUARY 2019.

COMMISSION ACTION: *Receive and File.*

Commissioner Amaro pulled item 1 from the consent calendar. Commissioner Amaro made a motion to receive and file the consent calendar. Vice Chairmember Mendoza seconded. All in favor, motion passed.

Item 1: Commissioner Amaro wanted to revise the Minutes from March clarifying the Staff's response during Commissioner's Reports. Commissioner Amaro made a motion to receive and file Item 1 with corrections. Vice Chairmember Mendoza seconded. All in favor, motion passed.

ORAL STAFF REPORTS

4. PUBLIC WORKS UPDATE ON DEPARTMENT ACTIVITIES

Administrative Technician reported that the pole on Norwalk Blvd. that was reported by the Commission is still leaning. The delays have been reported to the City Attorney to assist with the Utility Company because they have not responded to multiple requests by the City. Also, Staff informed the Commission about scam calls claiming to be from Commercial Waste regarding payments not being made. Commercial contacted City Staff to make them aware that it is a scam and to inform residents. In addition, a block clean up will be taking place over the weekend along 228th Street near Hawaiian Elementary. Lastly, Public Works has been surveying fire hydrant red lines throughout the City. Because fire hydrant and red lines are usually handled by the Water Company, if there are too many that need to be re-painted, the Water Company will be contacted.

5. PUBLIC SAFETY UPDATE ON DEPARTMENT ACTIVITIES

Public Safety vehicle has been taken to get the MDC frame so the computer can be installed. After that is done, the trucks will be taken to LASD Fleet so the computers can be added. This is a beneficial tool for our PSO's because the MDC allows the PSO's to make direct contact with the Sheriff's Department. The PSO's can request immediate assistance in the event of an emergency, and will

be notified of incidents in the City that may require PSO or PW assistance, i.e.; traffic accident, utility outage, etc. PSO's will be able to place routine calls for service and check license plates on vehicles suspected of being abandoned/inoperable/stolen.

We currently have an open position for Public Safety Officer.

SEAACA has reached out to Hawaiian Gardens; they may be able to add another contract city to receive animal control services.

The final approval for issuing citations for trash can violations has been set to \$35.00. There will be an extensive warning period with a tracking database prior to issuing citations.

Sgt. Maese reported on the Parade and Carnival.

DISCUSSION ITEMS

6. Upcoming Events:

- o Neighborhood Safety Meeting
Wednesday, May 1st 6:00pm - 7:30pm
Fedde Sports Complex – Sports and Recreation Safety
- o Mayor's Prayer Breakfast
Thursday, May 2nd 8:00 – 10:00am
21815 Pioneer Blvd. – RSVP Required to Rosie.Nakashima@gmail.com
- o FREE Spay & Neuter Clinic
Wednesday, May 15th @ 8:00am
Public Safety Center – Appointment Required
- o Block Clean - Up
Saturday, April 27th 7:00am – 1:00pm
226th Street, between Belshire & Wardham Avenues

COMMISSIONER REPORTS

Vice Chairmember Mendoza commented that it was nice to see the Public Safety booth out at the carnival. Staff was walking around, passing flyers and talking to the community.

Commissioner Amaro would like the City's Marijuana Ordinance placed on the next month's agenda for discussion.

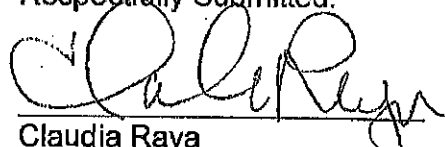
Commissioner Rico noticed the radar trailers and they actually do deter speeding.

Commissioner Meraz has also noticed the radar trailers.

Chairmember Laughlin thanked Sgt. Maese for their hard work and congratulated Los Angeles County Sheriff's Explorer Castro.

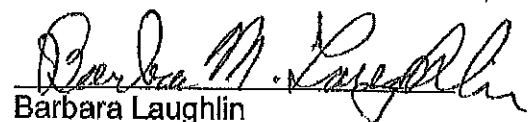
ADJOURNMENT to the next Regular Public Safety Commission Meeting.

Respectfully Submitted:



Claudia Raya
Recording Secretary

Approved:



Barbara Laughlin
Chairmember

Attest:



Claudia Raya

MINUTES
CITY OF HAWAIIAN GARDENS
REGULAR MEETING
PUBLIC SAFETY COMMISSION
MAY 15, 2019

The regular Meeting of the Hawaiian Gardens Public Safety Commission was called to order on Wednesday, May 15, 2019, beginning at 6:00pm, at the Public Safety Center, 11940 Carson Street, 2nd Floor, Hawaiian Gardens, California 90716.

Pledge of Allegiance was led by Chairmember Laughlin

ROLL CALL	CHAIRMEMBER	BARBARA LAUGHLIN
	VICE CHAIRMEMBER	LIZET MENDOZA
	COMMISSIONER	PEDRO AMARO
	COMMISSIONER	MARIO RICO
	COMMISSIONER	BERTH MERAZ

All present. Quorum was announced.

For the record also in attendance, Recording Secretary, Claudia Raya, Commission Liaison, Linda Suniga, Public Safety Officer, Alonzo Verduzco, Public Safety Consultant, Carlos Ramos and with Los Angeles County Sheriff's Department, Deputy Martinez.

PRESENTATIONS

Public Safety Consultant, Carlos Ramos introduced himself to the Commission.

CITY COUNCIL REPORTS – None

CONSENT CALENDAR

1. PRESENTATION OF THE PUBLIC SAFETY COMMISSION MEETING MINUTES FOR THE MONTH OF APRIL 2019.

COMMISSION ACTION: *Approve as Presented*

2. LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MONTHLY CRIMES REPORT FOR APRIL 2019.

COMMISSION ACTION: *Receive and File.*

3. LOS ANGELES COUNTY ANIMAL CARE AND CONTROL MONTHLY REPORT FOR THE MONTH OF MARCH 2019.

COMMISSION ACTION: *Receive and File.*

4. LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MONTHLY TRAFFIC REPORT FOR THE QUARTER ENDING MARCH 2019.

COMMISSION ACTION: *Receive and File.*

Commissioner Amaro made a motion to receive and file consent calendar in its entirety. Vice Chairmember seconded. All in favor. Motion carried.

ORAL STAFF REPORTS

5. PUBLIC SAFETY UPDATE ON DEPARTMENT ACTIVITIES

Staff informed the Commission on the first spay and neuter clinic. The event was a success. Staff recommended to continue with this clinic as long as we continue getting this kind of turnout. There is another clinic scheduled for next month.

Also, the concern regarding the leaning pole on Norwalk Blvd., PW has secured the box. However, not much progress has been achieved. Our City Attorney is working with our historical records and trying to obtain information.

Hawaiian and Furgeson Elementary will both have their pizza party this month.

Staff is working on the YAL grant funds to support the program. We are hoping we receive good news.

Lastly, we currently have one Public Safety Vehicle completed with MDC. The second vehicle will be done sometime next week. Public Safety Consultant, Carlos Ramos explained the importance of the MDC.

DISCUSSION ITEMS

6. HAWAIIAN GARDENS MARIJUANA ORDINANCE

Staff reiterated the enforcement options for marijuana dispensaries. In addition, Staff is not allowed to talk about ongoing investigations/operations. Our City's Marijuana Ordinance lists the violation as a misdemeanor, allowing the City to issue a administrative citation. However, some of the citations are dismissed by the judges. This is a continuing problem and we will continue to work on it.

7. UPCOMING EVENTS

- Neighborhood Safety Meeting
Wednesday, June 5th 6:00pm - 7:30pm
Fedde Sports Complex – Sports and Recreation Safety

This meeting will be at the Fedde Complex, closer to the soccer field. This is the attempt to target new people and different area.

- FREE Spay & Neuter Clinic
Wednesday, June 19th @ 8:00am
Public Safety Center – Appointment Required
- Memorial Day Event
Monday, May 27th @ 8:00am
City Hall Parking Lot

COMMISSIONER REPORTS

Commissioner Meraz thanked Sheriff Deputies for all their work in the City. Also, Commissioner Meraz informed the Commission that the Senior Advisory Board will be assisting with coffee and sweets for Memorial Day Event.

Commissioner Rico wanted to know how we will be informing residents about trash bin citing. Staff responded that this is a project for Staff. Our PSO's have been issuing warning notices. Staff plans of developing a flyer that will be sent to all residents informing them of the time frame and the fines.

Commissioner Amaro attended the Prayer Breakfast and was pleased at how nice it was. In addition, would like an update on the Bulky Item Resolution. Also, would like an update on the speed limit on Norwalk Blvd. between 223rd and 226th. Lastly, Mr. Amaro addressed some concerns with the Cinco de Mayo celebration. He would have liked a notice to be sent to those resident being affected by event. Overall concern was the lack of parking and the loud music.

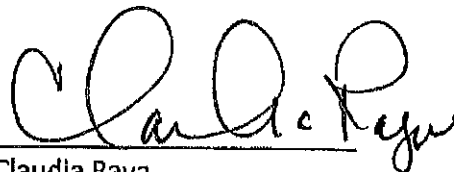
Vice Chairmember Mendoza is pleased to see the variety of programs, events, classes that are being offered; In addition to law enforcement and Public Safety Officers patrolling keeping our streets safe.

Chairmember Laughlin has a concern with individuals feeding stray cats and what can be done about it. Staff responded to Chair Laughlin by encouraging her to call Animal Control first. It is important to educate individuals. Also, another option is contact a non-profit organization like the Spay-4-Life. They will spay and neuter and release the animal again. Their scientific theory belief is that once released, they themselves control the population. In addition, there is an

attached boat that is left out in the street. PSO Verduzco informed the Commission about several red tags that have been issued for that same vehicle, however it is always moved. Moreover, Chair Laughlin questioned the emergency container the City has and how well equipped it is. Staff responded that usually about 80 percent of the equipment does not expire. The responsibility for local government is to maintain local government. Unfortunately, the City can't feed 14,000 people. Public Safety Consultants job is also make sure that Staff is trained and that a plan is in place.

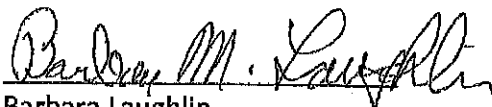
ADJOURNMENT to the next Regular Public Safety Commission Meeting

Respectfully Submitted:



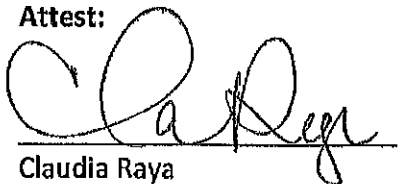
Claudia Raya
Recording Secretary

Approved:



Barbara Laughlin
Chairmember

Attest:



Claudia Raya

MINUTES
CITY OF HAWAIIAN GARDENS
REGULAR MEETING
PUBLIC SAFETY COMMISSION
JUNE 19, 2019

The Regular Meeting of the Hawaiian Gardens Public Safety Commission is hereby called to be held on Wednesday, June 19, 2019, beginning at 6:00pm, at the Public Safety Center, 11940 Carson Street, 2nd Floor, Hawaiian Gardens, California 90716.

Pledge of Allegiance was led by Chair Laughlin

ROLL CALL	CHAIRMEMBER	BARBARA LAUGHLIN	
	VICE CHAIRMEMBER	LIZET MENDOZA	ABSENT
	COMMISSIONER	PEDRO AMARO	
	COMMISSIONER	MARIO RICO	
	COMMISSIONER	BERTHA MERAZ	

A quorum was announced.

For the record, Vice Chairmember Mendoza requested to be excused from the meeting.

Also in attendance, Commission Liaison, Linda Suniga, Administrative Technician, Ramie Torres and with Los Angeles County Sheriff's Department Sergeant Maese.

Commissioner Amaro made a motion to excuse Vice Chairmember Mendoza from the meeting. Commissioner Rico seconded. All in favor, motion passed.

PRESENTATIONS

ORAL COMMUNICATIONS

Resident 1 wanted clarification on the loud noise resolution discussed by City Council the week prior. In addition, resident expressed concern regarding vehicles parking blocking sidewalk on the Cabrera market parking lot. Staff responded to the resident's concerns.

Residents 2 brought concerns regarding a brochure online which would help with providing stolen property information. Suggestions for adding information such as: serial number, make and model on the brochure would benefit law enforcement by providing with detailed information. Also, the written resolution that was discussed at the previous City Council meeting says the word police instead of Sheriff's. We do not have a police department and those two agencies are very different.

CITY COUNCIL REPORTS

1. INFORMATIONAL ITEM: CITY COUNCIL MEETING 6/11/19, DISCUSSION ITEM C1
ORDINANCE NO. 582
ADMENDMENT TO THE HAWAIIAN GARDENS MUNICIPAL CODE (HGMC) TITLE 9, ADD
CHAPTER 9.30, RELATING TO LOUD OR UNRULY PARTIES (NOISE ORDINANCE)

COMMISSION ACTION: *Receive and File.*

2. INFORMATIONAL ITEM: CITY COUNCIL MEETING 6/11/19, DISCUSSION ITEM C3;
DISCUSSION REGARDING HOMELESSNESS FUNDING INITIATIVES, HOMELESS PLAN AND
GATEWAY CITIES TECHNICAL ADVISORY COMMITTEE

COMMISSION ACTION: *Receive and File*

Staff informed the Commission on the Resolution relating to loud or unruly parties. In addition, Staff informed the Commission the City received a grant from the State of California that designated \$50, 000 to be used toward programs aimed at helping families and students. The students and families would be identified through the school district and social workers. In addition, items were added to the Homeless Plan to include food insecurities, emphasizing the partnership between City and ABC Unified School District and to estate that all churches and community partners in Hawaiian Gardens are encouraged to participate to fight homelessness.

Staff responded to all Commission concerns.

Commissioner Rico made a motion to receive and file City Council Informational Item 1 and 2. Chairmember Laughlin seconded. All in favor, motion passed.

CONSENT CALENDAR

3. PRESENTATION OF THE PUBLIC SAFETY COMMISSION MEETING MINUTES FOR THE
MONTH OF MAY 2019.

COMMISSION ACTION: *Approve as Presented*

4. LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MONTHLY CRIME REPORT FOR MAY
2019.

COMMISSION ACTION: *Receive and File.*

5. LOS ANGELES COUNTY ANIMAL CARE AND CONTROL MONTHLY REPORT FOR THE
MONTH OF APRIL 2019.

COMMISSION ACTION: *Receive and File.*

Commissioner Amaro made a motion to received and file consent calendar items 3, 4 and 5 in its entirety. Commissioner Rico seconded. All in favor, motion passed.

ORAL STAFF REPORTS

Public Works Administrative Technician, Ramie Torres discussed several items to include a hazardous waste event at Cerritos College and the block cleanup which will be scheduled towards the end of July or early August. Staff also responded to all Public Works related concerns.

DISCUSSION ITEMS**6. DISCUSSION ITEMS****I. COMMISSION CONCERNS REGARDING:**

- A. PEDESTRIAN SAFETY ON NORWALK BLVD.
- B. ILLEGAL DUMPING/ BULKY ITEMS
- C. TRASH BIN ENFORCEMENT

Staff informed the Commission that the concern expressed regarding speeding on Norwalk Blvd. in consideration of the new Teen Center has been forwarded. Also, Staff believes that the City Attorney will be working on the Illegal Dumping/ Bulky Items report. Delay has been presented due to the change of City Attorney. Lastly, trash bin enforcement has begun and official warning notices have issued.

II. YAL Program Update

Staff informed the Commission that the Probation Department has renewed the contract and included additional funding in the grant. The additional fund will be utilized to hire additional personnel since the number of participants has increased.

7. UPCOMING EVENTS

- o Independence Day Celebration, July 3, 2019 @ Fedde Sports Complex, 5:00pm-10:00pm
- o Car Show, July 7, 2019 @ Fedde Sports Complex, 11:00am-5:00pm (Saturday & Sunday)
- o No Neighborhood Safety Meetings for the months of July & August

COMMISSIONER REPORTS

Commissioner Rico expressed concerns with Commercial Waste not being responsive. He had called Commercial Waste several times and it was difficult to get someone to respond. It wasn't until he called Mr. Licon that something was done.

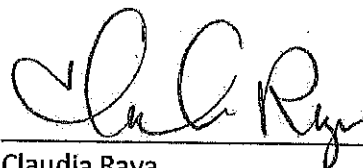
Commissioner Amaro discussed the private event held at the empty lot in Norwalk Blvd. Parking was an issue that day. It would have been appreciated if residents would have been notified prior informing residents of the upcoming event. In addition, a resident that lives next to the empty lot had property damage to her home as a vehicle was entering the premises. It was difficult to place a complaint because residents did not know it was not a City sponsored event, but rather a private one.

Commissioner Meraz wished everyone a Happy Fourth of July.

Chairmember Laughlin wanted to report the empty lot not being in compliance.

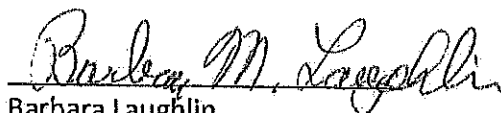
ADJOURNMENT to the next Regular Public Safety Commission Meeting

Respectfully Submitted:



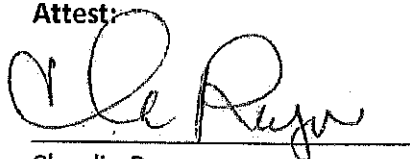
Claudia Raya
Recording Secretary

Approved:



Barbara Laughlin
Chairmember

Attest:



Claudia Raya

MINUTES
CITY OF HAWAIIAN GARDENS
REGULAR MEETING
PUBLIC SAFETY COMMISSION
AUGUST 21, 2019

The Regular Meeting of the Hawaiian Gardens Public Safety Commission was held on Wednesday, August 21, 2019, and began at 6:00pm, at the Public Safety Center, 11940 Carson Street, 2nd Floor, Hawaiian Gardens, California 90716.

Pledge of Allegiance was led by Chair Laughlin.

ROLL CALL	CHAIRMEMBER	BARBARA LAUGHLIN	
	VICE CHAIRMEMBER	LIZET MENDOZA	ABSENT
	COMMISSIONER	PEDRO AMARO	
	COMMISSIONER	MARIO RICO	
	COMMISSIONER	BERTHA MERAZ	ABSENT

A quorum was announced.

For the record, Vice Chairmember Mendoza requested to be excused from the meeting.

Also in attendance, Sr. Community Relations Officer, Fred Licon, Administrative Technician, Ramie Torres, Public Safety Officer, Alonzo Verduzco, Staff Assistant I, Barbara Garcia, Youth Employment Program Worker, Juliana Castro and with Los Angeles County Sheriff's Department Sergeant Maese and Deputy Martinez.

Commissioner Amaro made a motion to excuse Vice Chairmember Mendoza and Commissioner Meraz from the meeting. Commissioner Rico seconded. All in favor, motion passed.

PRESENTATIONS- Non-Sworn Public Safety Program

Sr. Community Relations Officer, Fred Licon presented updated information regarding the Public Safety Officers work schedule. He encouraged the Commission to come on a ride-a-long with either himself or any of the Public Safety Officers. He informed the Commission that the Community Relations Department is taking sign-ups for those who are interested in becoming CERT certified and announced that the 2020 Census is on the way. He added that it is time to educate our community about how important the Census is to the City of Hawaiian Gardens.

ORAL COMMUNICATIONS- NONE

CITY COUNCIL REPORTS- NONE

CONSENT CALENDAR

1. LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MONTHLY CRIME REPORT FOR JULY 2019.

COMMISSION ACTION: *Receive and File.*

2. LOS ANGELES COUNTY ANIMAL CARE AND CONTROL MONTHLY REPORT FOR THE MONTH OF JUNE 2019.

COMMISSION ACTION: *Receive and File.*

Commissioner Amaro made a motion to receive and file consent calendar in its entirety. Commissioner Rico seconded. All in favor, motion passed.

Commissioner Amaro thanked the Sheriff's Deputies for doing a great job and for keeping the cost and crime low.

ORAL STAFF REPORTS

Public Works Administrative Technician, Ramie Torres discussed several items, including, the project to add and remove red curbing along 223rd and 226th, has been completed. If there are any faded red curbs please call Public Works and they will repaint them.

DISCUSSION ITEMS

1. UPCOMING EVENTS

Staff updated Commission on the following Upcoming Events:

- Concerts In The Park, August 23, 2019 @ Clarkdale Park, 6:00PM- 9:00PM
- Neighborhood Safety Group Meeting, September 4, 2019 @ Lee Ware Park, 6:00PM-8:00PM
- State of The City, September 12, 2019 @ C. Robert Lee, 8:00AM- 10:00AM

COMMISSIONER REPORTS

Commissioner Amaro shared his experience regarding the ride-a-long that he had with Public Safety Officer (PSO) Roman. He commended PSO Roman for his aggressive diligence while performing his duties as a PSO. He wants a letter to be sent to staff, not to get involved with Public Safety matters that may interfere with the credibility towards the officer. He suggests that the PSO vehicles should either have a body cam or a video camera to show the things that transpire during a shift, for safety reasons.

Commissioner Amaro submitted photos of parking signs and colored curbs around the city that are not consistent with the 'Parking' policy, and seem to confuse to residents. He stated that there are no signs that read temporary nor are there signs with a time-limit in front of the yellow and green curbs. He would like to know if signs can be put in these areas.

Some areas have signs that have a time limit but no painted curbs, if these signs do not apply for the entire street, can they be removed to make parking more areas for residents.

Commissioner Amaro asked Sergeant Maese if it is possible to set up an operation to hold speeding drivers responsible for breaking speeding rules. He would like this to happen in order to keep pedestrians safe. He would also like to know if the Sheriff's Department works with ICE.

Commissioner Amaro brought to the City's attention that it is possible for turf to grow bacteria. He wanted to know the procedures taken to clean/maintain the turf field at the Fedde Sports Complex. Staff explained the process: pellets are distributed a minimum of once a week for aeration, the turf is watered and sprayed with cleaning materials every two weeks. The turf is well maintained and maintenance is kept up to date constantly. Once a year Field Turf, a company that specializes in turf maintenance and cleaning, comes and performs a deep cleaning. Environmental testing is currently being done since this issue has been brought to our attention. Also, ABCUSD maintains a portion of the field since this field is on their property.

Staff informed the Commission that the concern expressed regarding speeding on streets near schools has been forwarded. The Public Safety Officers put speed trailers on the busiest streets.

Staff will follow-up with the trash company regarding resident complaints that some streets have been overlooked and trash has not been picked up.

Staff also addressed concerns about sidewalks buckling. The cause of this is usually due to overgrown tree roots. She encourages the Commission to report any buckling trees that they see around the City so that the problem can be evaluated and addressed.

ADJOURNMENT to the next Regular Public Safety Commission Meeting on September 18, 2019.

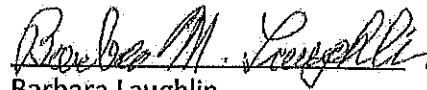
Public Safety Commission Regular Meeting September 18, 2019, Agenda Item 2 (Commission Minutes from August 21, 2019). Commissioner Amaro pulled Item 2 from the Consent Calendar, and made a motion to approve the Minutes with the addition of recording his statement during the August meeting about his slip and fall on buckled cement. Motion seconded and passed.

Respectfully Submitted:



Mishaun Watkins
Recording Secretary

Approved:



Barbara Laughlin
Chairmember

Attest:



Mishaun Watkins

MINUTES
CITY OF HAWAIIAN GARDENS
REGULAR MEETING
PUBLIC SAFETY COMMISSION
SEPTEMBER 18, 2019

The Regular Meeting of the Hawaiian Gardens Public Safety Commission was held on Wednesday, September 18, 2019, and began at 6:00pm, at the Public Safety Center, 11940 Carson Street, 2nd Floor, Hawaiian Gardens, California 90716.

Pledge of Allegiance was led by Chair Laughlin.

ROLL CALL	CHAIRMEMBER	BARBARA LAUGHLIN	PRESENT
	VICE CHAIRMEMBER	LIZET MENDOZA	PRESENT
	COMMISSIONER	PEDRO AMARO	PRESENT
	COMMISSIONER	MARIO RICO	PRESENT
	COMMISSIONER	BERTHA MERAZ	PRESENT

A quorum was announced.

Also in attendance, Sr. Administrative Analyst, Linda Suniga, Public Safety Officers, Verduzco and Monjaraz, Staff Assistant I, Barbara Garcia and Recording Secretary, Mishaun Watkins and with Los Angeles County Sheriff's Department Sergeant Maese and Deputy Martinez.

PRESENTATIONS

Introduction of new hire Public Safety Officer Monjaraz.

ORAL COMMUNICATIONS- NONE

CITY COUNCIL REPORTS

1. Informational item from City Council meeting on September 10, 2019, Discussion Item C-5, Speed Study for Norwalk Boulevard from 224th Street to 226th Street in the City of Hawaiian Gardens. Presented and explained by Commissioner Amaro. City Council decided to leave the speed limits the same and readdress this issue in 6 months. New businesses and new home developments may affect this decision in the future and a new survey will be conducted.

COMMISSION ACTION: *Receive and File.*

Commissioner Amaro made a motion to receive and file. Commissioner Bertha Meraz seconded. All in favor, motion passed.

CONSENT CALENDAR

2. PRESENTATION OF THE PUBLIC SAFETY COMMISSION MEETING MINUTES FOR THE MONTH OF AUGUST 2019.

COMMISSION ACTION: *Receive and File.*

3. LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MONTHLY CRIME REPORT FOR JULY 2019.

COMMISSION ACTION: *Receive and File.*

Item number 2 pulled by Commissioner Amaro.

Chairmember Barbara Laughlin made a motion to receive and file the Consent Calendar in its entirety. Motion seconded by Commissioner Amaro. All in favor, motion passed.

Commissioner Amaro pulled item 2 so that an addition may be added to the minutes. He would like the minutes to record his statement during the August meeting about his slip and fall on buckled cement.

Commissioner Amaro made a motion to receive and file Item 2 with this addition added to the minutes.

Motion seconded by Commissioner Bertha Meraz. All in favor, motion passed.

STAFF REPORTS

4. LOS ANGELES COUNTY ANIMAL CARE AND CONTROL MONTHLY REPORT FOR JULY 2019.

COMMISSION ACTION: *Receive and File.*

Update on Animal Care and Control programs given by Sr. Administrative Analyst, Linda Suniga.

Questions Regarding presentation:

Commissioner Amaro asked if Spay and Neuter Clinics will be continuous. Linda Suniga answered that staff would like to continue with Spay and Neuter Clinics and hold them at various locations throughout the city. However, LA County has a difficult time staffing the mobile units.

Chairmember Barbara Laughlin would like to know if it is a requirement that an animal is microchipped before tags can be renewed and if there is a local place that offers low cost vaccinations.

Linda Suniga responded that the County is working hard to make residents responsible for their animals. All animals after a specific age must be microchipped, have vaccinations and be spayed or neutered. There is a local place that offers low cost services in Long Beach.

Commissioner Amaro asked who pays for the vaccinations and would like to know if this expense can be added into the budget. He feels that having these mobile clinic vaccinations has been a success and that it would be great to make it an annual event.

Linda Suniga informed Commissioner Amaro that the City and LA County share the cost for this service and that staff would like this to be a recurring event, however, it is difficult to get the same clinic to come out. Staff will begin looking into other sources that can assist with these services.

Mario Rico suggested that these events be held in the afternoon to get a larger crowd and so that more residents are available to come.

Linda Suniga explained that the events are held in the morning because it takes hours for the services to be completed. The clinic gives the pet owner a 5-hour window for pick up once the pet is dropped off for services.

Commissioner Amaro made a motion to receive and file. Vice Chairmember Lizet Mendoza seconded. All in favor, motion passed

DISCUSSION ITEMS

5. UPCOMING EVENTS

Staff updated Commission on the following Upcoming Events:

- Hawaiian Gardens Section 8 waiting list opened on September 10, 2019 and will close on September 26, 2019 at 3PM.
- Block Clean-Up, September 28, 2019 on Civic Center Drive between Arline and Ibex Avenues.
- Neighborhood Safety Group Meeting, October 2, 2019 @ Clarkdale Park, 6:00PM-8:00PM.
- Red Ribbon Walk, October 22, 2019.

Commissioner Amaro would like to mail or hand out flyers to schools for the Block Clean-Up to ensure that parents can take advantage of this service.

Chairmember Barbara Laughlin suggested using PTA meetings to advertise Neighborhood Safety Meetings.

COMMISSIONER REPORTS

Commissioner Meraz apologized for being absent at the August meeting. She believes that it is important to report locations where trees are buckling so that accidents can be prevented.

Vice Chair Lizet Mendoza reported that she missed Linda Suniga in her absence and all the information that she provides to the Commission. She shared that Public Safety Officer (PSO) Verduzco is a great PSO. She went on to say that he is very professional and responsive. She feels that the PSO Program, along with the Lakewood Sheriff's Department is awesome.

Commissioner Amaro welcomed the newest Public Safety Officer to the team. He reported a hole that was cut out in a fence at the riverbed. He would like this to be addressed.

Commissioner Rico welcomed the newest Public Safety Officer. He reported that there is trash falling from the palm trees along Civic Center and Pioneer Boulevard. The fruit that these trees produces fall from the branches in front of City Hall and that the trees in front of the Recreation building are making the sidewalk buckle.

Commissioner Rico reported that enforcement has been great in the city, however, drivers stop and park in the middle of the street. Also, trash cans are still being put out too early, making it harder to find parking spaces. He would like to see more enforcement on these issues.

Chairmember Barbara Laughlin welcomed the newest Public Safety Officer.

She would like to see more enforcement on trash, speeding and parking. She sees trash being put out too early. She suggested that a letter be mailed educate residents on what bulky items are and when they can and cannot leave them with the regular trash. Chairmember Laughlin also reported seeing cars parked in the middle of the street and other cars parked hanging out of the driveways and into the street. The flashing lights at the pedestrian walkway are being ignored by drivers, she would like the motorcycle Sheriff's to enforce these areas.

Sergeant Maese reported that Deputy Emerson and his team will patrol the street with the blinking cross walk.

Public Safety Officer Verduzco reported that all Safety Officer vehicles are equipped with up-to-date, state of the art equipment and all Commissioners are welcome to take a look inside the vehicles.

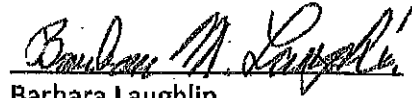
ADJOURNMENT to the next Regular Public Safety Commission Meeting on October 16, 2019.

Respectfully Submitted:



Mishaun Watkins
Recording Secretary

Approved:



Barbara Laughlin
Chairmember

Attest:



Mishaun Watkins
Recording Secretary

**COMMITTEE REPORT
CITY OF HAWAIIAN GARDENS
HOMELESS TASK FORCE MEETING
TUESDAY, JANUARY 29, 2019 at 5:30PM**

MEETING LOCATION: Hawaiian Gardens Public Safety Center (Conference Room),
11940 Carson Street, 2nd Floor, Hawaiian Gardens, CA 90716.

On December 17, 2018, City Council established the Homeless Task Force, a City Council Committee, to review and update the Homeless Plan.

TASK FORCE COMMITTEE MEMBERS

Myra Maravilla Mayor
Jesse Alvarado Mayor Pro Tem

ORAL COMMUNICATIONS

Members of the Committee and the Public shared concerns and made suggestions relating to homelessness in Hawaiian Gardens.

DISCUSSION ITEMS

1. Summary of input received at the three (3) Community Meetings on Homelessness held during October 2018.
2. Update on 2018 Cities' Homelessness Plan Implementation Request for Proposal (County Homeless Initiative Funding Opportunity)

The items below are recommended updates to the Homeless Plan as a result of the Committee meeting:

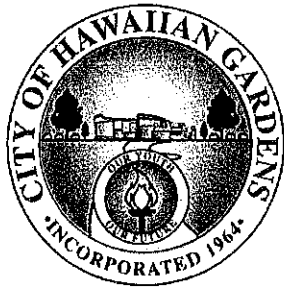
- a) Designate "Food Insecurity" as a priority, especially with youth.
- b) Emphasize the partnership between the City and ABC Unified School District.
- c) State that all Churches and Community Partners in Hawaiian Gardens are encouraged to participate in programs and services that strive to reduce and end homelessness.

Committee Report made during Council Meeting on June 11, 2019, Agenda Item: C3

Respectfully submitted on November 6, 2019 in accordance with new Committee guidelines effective October 22, 2019.

Committee Liaison, Linda Suniga; Sr. Administrative Analyst:





**CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT**

Agenda Item: B-10City Manager: AS

DATE: November 12, 2019

TO: Honorable Mayor and Members of the City Council

FROM: Ernie Hernandez, City Manager

BY: Lucie Colombo, CMC, City Clerk

SUBJECT: UPDATE TO MAYOR'S APPOINTMENTS TO GOVERNMENT AGENCIES AND CITY COMMITTEES FOR 2019.

SUMMARY

This item was continued from the meeting on October 22, 2019.

The Mayor made her appointments to Government Agencies and City Committees as a result of the City Council reorganized in December 2018, however, due to the resignation of Monica Rodriguez in November, there are various vacancies that may need to be reconsidered.

Mayor Myra Maravilla will present the updated appointment list at the City Council meeting.

FISCAL IMPACT

There is no fiscal impact directly related to this item.

RECOMMENDATION

Approve the Mayor's updated Appointment List for 2018-2019.

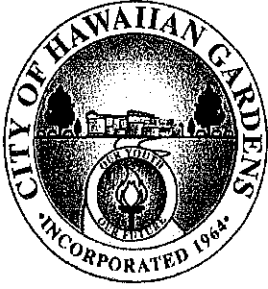
**CITY OF HAWAIIAN GARDENS
2018-2019
GOVERNMENT AGENCIES AND CITY COMMITTEES**

AGENCY / COMMITTEE	FUNCTION / SUMMARY	MEETING DATES AND TIMES	REPRESENTATIVE(S)
Technology Committee	Oversee technology initiatives and propose technology solutions.	Varies	Myra Maravilla (Chair) Luis Roa
CA Cities for Self-Reliance Joint Power Authority	This Authority was formed to protect the interest of cities that are home to Non-Indian Card Club Casinos. Monthly meetings are held at which time discussions regarding trends and legislation in the gaming industry in California. STIPEND - ONE DIRECTOR ATTENDING \$250.00. TWO ATTENDING \$125.00 EACH	3 rd Wednesday of every month at 10am Location alternates between the 6-member cities	Victor Farfan (Co-Director) Jesse Alvarado (Co-Director)
California Contract Cities Association (562) 622-5533 or web: www.contractcities.org	The function of CCCA is to take appropriate action on problems/challenges effecting cities and assemble, examine and study all pertinent information pertaining to the cost of the performance of CA Municipalities.	3 rd Wednesday of every month at 6pm 8119 Somerset Blvd. Paramount, CA 900723	Luis Roa (Member) Myra Maravilla (Alternate) - All can attend meetings, but only one representative can vote
Clean Power Alliance of Southern California (CPA) Contact is: Jacqueline Betha (213)269-5870 ext. 1001	Clean Power Alliance was established in 2017 to provide cost competitive electric services, reduce electric sector greenhouse gas emissions, stimulate renewable energy development, implement distributed energy resources, promote energy efficiency and demand reduction programs, and sustain long-term rate stability for residents and businesses through local control.	1 st Thursday of every month at 2pm Los Angeles County Hall of Administration 500 West Temple Street Los Angeles, CA 90012	Raime Lepe (Director) Victor Farfan (Alternate)
Public Education Committee	This representative acts as a liaison between the School District, Cerritos College, and the City Council. In doing so the Council can maintain knowledge of items effecting the schools such as programs, problems, etc.	Varies	Victor Farfan (Chair) Myra Maravilla
Finance Committee	This committee meets to discuss/research City budgets, expenditures, revenues, policies, etc.	Varies	Luis Roa (Chair)

AGENCY / COMMITTEE	FUNCTION / SUMMARY	MEETING DATES AND TIMES	REPRESENTATIVE(S)
City Selection Committee http://cityselection.lacounty.gov/	City Selects one member, usually the Mayor to sit on this Committee, who then act as advisors to the Los Angeles County Board of Supervisors for the following agencies; MTA, SCAQMD, Coastal Commission, Library Commission and several more.	3-4 times a year	Myra Maravilla (Member)
California Joint Powers Authority (CJPA) (562) 467-8700 or web: www.cjpa.org	The function of the CJPA is to perform risk management duties including insurance, cost analysis, identifying problems, claim prevention, and claim adjusting.	July 17, 2019 Board Meeting 8081 Moody Street La Palma, California 90623	Luis Roa (Director) Victor Farfan (Alternate)
Fire Department Liaison (562) 865-4119 or LA County Fire (323) 881-2411	This representative acts as a liaison between the Fire department and the Council. In doing so the Council receives information on policies, problems, and procedures, within the community regarding fire prevention.	Varies Station #34	Victor Farfan Myra Maravilla
Gateway Cities Council of Governments (562) 663-6850 or web: www.gatewaycog.org	The function of this Council is to reduce traffic congestion, address housing needs, improve air quality, nurture technology, and provide economic partnerships to strengthen the economy. STIPEND \$125.00	1 st Wednesday of every month at 6pm 16401 Paramount Blvd. Paramount, CA 90723	Jesse Alvarado (Director) Luis Roa (Alternate)
Selaco-WIB JTPA – PIC Executive Board (562) 402-9336 or web: www.selaco.com	The WIB's function is workforce development which administers, and coordinates WIA-funded (and other) programs which prepare the workforce to meet employers' requirements. It also coordinates resources and develops partnerships with employers, schools, and state/local agencies. STIPEND \$75.00	3 rd Tuesday of every month at 12pm 10900 E.183 rd St., Suite 350 Cerritos, CA 90703	Jesse Alvarado (Director)
Law Enforcement Committee	This representative acts as a liaison between Law Enforcement and the Council. In doing so there is constant communication on policies, problems, etc.	Varies	Victor Farfan (Chair) Myra Maravilla
League of California Cities (916) 658-8200 or www.cacities.org	The League of CA Cities advocates policies which protect funding for vital community services, expand infrastructure investment, develop policies for programs which protect the environment, and advance social equity	1 st Thursday of the month at 6pm (Courtyard Café) 700 N. Alameda Street Los Angeles, CA 90012	Luis Roa Myra Maravilla
Southern CA Association of Governments (SCAG) (213) 236-1800 or web: www.scag.ca.gov	SCAG Regional Council is mandated by the federal government to research and draw up plans for transportation, growth management, hazardous waste	Conference in May 818 W. Seventh St.12 th Floor, Los Angeles, CA 90017	Myra Maravilla Luis Roa

AGENCY / COMMITTEE	FUNCTION / SUMMARY	MEETING DATES AND TIMES	REPRESENTATIVE(S)
	management, and air quality and addresses other regional issues including housing, open space, energy, economic develop, & public safety.		
Sanitation District, LA County (562) 699-7411 or web: www.lacsd.org	The Sanitation district constructs, operates, and maintains facilities to collect, treat, recycle, and dispose of wastewater and industrial wastes. STIPEND \$125.00	2 nd Wednesday of every month at 1:30pm 1955 Workman Mill Road Whittier, CA 90601	Victor Farfan Jesse Alvarado (Approved at 12/12/18 meeting)
Sister City Committee	This committee meets to discuss/update our efforts of diplomacy which work toward the stronger economic, educational, and cultural success of our sister cities.	Varies	Jesse Alvarado Luis Roa
Special Events Liaison	This committee meets to discuss all aspects of city events such as staff, cost, safety and scheduling.	Varies	Victor Farfan Myra Maravilla
Vector Control District, Greater L.A. (562)944-9656 or web: www.glacvcd.org	The Vector Control District acts as a public health agency with programs to control mosquitoes, black flies, etc. Committee duties include setting policies, establishing the budget, and approving expenditures. STIPEND \$100.00	2 nd Thursday of every month at 6pm 12545 Florence Ave. Santa Fe Springs, CA 90670	Luis Roa (Trustee) 4-year term (January 8, 2019)
Capital Improvements Committee (CIP)	This committee meets re: capital projects within the City including expenditures, timelines, problems, etc.	Varies	Myra Maravilla (Co-Chair) Joe Colombo (Co-Chair) Jesse Alvarado
Business Development Committee	Meets as needed.	Varies	Jesse Alvarado (Chair) Victor Farfan
Personnel Committee	Meets as needed	Varies	Jesse Alvarado (Chair) Victor Farfan
Southeast Collaborative	Meets bi-monthly during school year.	Last Tuesday of every month at 8am	Jesse Alvarado
Homeless Task Force	Re-write the homeless plan with input from community members, LAHSA, and other agencies.	Varies	Myra Maravilla Jesse Alvarado
Complete Count Committee (Council, Staff, Community Members) Created: 3/26/2019	Census 2020	TBD	Hank Trimble Staff Appt. by CM

Edited: 3/27/2019
Pending: 11/12/2019




**CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT**

Agenda Item: C-1City Manager: 

DATE: November 12, 2019

TO: Honorable Mayor and Members of the City Council

FROM: Ernie Hernandez, City Manager

BY: Lucie Colombo, CMC, City Clerk 

SUBJECT: STATUS REPORT ON AGENDA MANAGEMENT SYSTEM PROJECT

SUMMARY

At the City Council meeting held on October 22, 2019, Mayor Myra Maravilla requested information relating to the status of the City's Agenda Management System.

BACKGROUND

The City Manager's Office entered into a professional services agreement and retained a consultant to perform special assignments. This position, although reporting to the City Manager, was providing assistance for special projects and assignments in the City Clerk's Office, one of which included the Agenda Management System.

A Request for Information ("RFI") was prepared by the consultant. The consultant released the RFI on January 28, 2019, and distributed to the following vendors: AgendaQuick, PrimeGov, Granicus, and Municode. The proposal schedule as outlined by the consultant in the RFI requested that the proposal due date was March 1, 2019, with Interview/Demonstrations on March 11-14, 2019, and her anticipated final selection was set for April 2, 2019.

The City received RFI's from Municode, Granicus, and PrimeGov. Site visits were made to Long Beach for a demonstration on Granicus, Seal Beach for a demonstration of PrimeGov, and Municode made a presentation at a City Clerk conference. It was brought to my attention that other vendors in the space had not been provided notice of the RFI and did not have an opportunity to respond. Due to the continued lack of staff and recruitment challenges in the City Clerk's Office, it has been and continues to be time prohibitive to move forward with the project and implementation at this time.

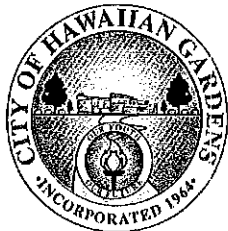
Nevertheless, recently, the City Clerk has worked with staff and a vendor in conjunction with the City's new website project, and there may be a possibility in the future to re-activate the project, with the continued contingency of recruiting qualified staff to the City Clerk's Office. A generic preliminary demonstration was provided to the City Clerk in October and staff is in the process of scheduling a custom demonstration by the vendor to the City Manager and Department Heads/Managers.

FISCAL IMPACT

There is no fiscal impact directly related to this item at this time. Funds were allocated in the Proposed Project-Program Management Fund (PMF) Budget (Account No. 31-4140-5214-0005) as amended in FY 2017-2019 in the amount of \$55,000 for this future project.

RECOMMENDATION

Receive and file this report and provide staff direction.



**CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT**


Agenda Item No. G-2

City Manager: 

DATE: November 12, 2019

TO: Honorable Mayor and Members of the City Council

FROM: Ernie Hernandez, City Manager

BY: Joseph Colombo, Community Development Director
Doug Benash, P.E., City Engineer 

SUBJECT: A REQUEST FROM THE CITY COUNCIL TO CONDUCT A STUDY FOR THE INSTALLATION OF SPEED HUMPS ON CLARETTA AVENUE AND 213TH STREET IN THE VICINITY OF THE MELBOURNE ELEMENTARY SCHOOL

SUMMARY

Councilmember, Victor Farfan has expressed concern about safety of the students attending Melbourne Elementary School due to speeding on Claretta Avenue and 213th Street. Community Development Director has been asked to agendize the speed humps installation study for the vicinity of the Melbourne Elementary School on Claretta Avenue and 213th Street for the City Council Consideration.

DISCUSSION

Speed humps are considered only on streets that have a posted speed limit of 25 mph or less as determined in accordance with State Law, and no more than one traffic lane in each direction. Speed humps (undulations) are among an array of available and accepted traffic calming devices suitable for installation on residential streets in the City. The installation of speed humps has been shown in some circumstances to slow traffic. Speed humps are currently installed in the vicinity of three schools in the residential streets in the City of Hawaiian Gardens, Fedde Junior High School, Venn W. Furgeson Elementary School, and Hawaiian Elementary School.

In the past, the City has been cautious about installing speed humps on residential streets for the following concerns:

- ~~Increased emergency response time for the first responders; local fire and emergency response vehicles are generally not supportive of the of the installation of speed humps due to this impact on response times.~~

- Effectiveness of speed humps is not clear. Past studies have indicated that speed humps temporarily reduce speed at the locations of speed humps, but the drivers accelerate to compensate for the perceived delay in travel time.
- Enforcement and driver educations are preferred and should be implemented before permanent installation of the speed humps.
- Additional less permanent traffic measures such as speed feed-back sign and striping can be deployed to achieve speed reduction.
- A detailed study and engineering design for the installation of speed humps are required to minimize exposure to liabilities for the City.

It is recommended that a comprehensive traffic study of vehicular speed and volume count be performed that considers a variety of traffic calming measures, including but not limited to speed humps, striping, flashing speed limit signs, etc.

Staff could apply for Safe Route to School Grant when it becomes available from the State for the installation of the proposed speed humps or the City Council consider authorizing staff to incorporate the construction of the speed humps in the upcoming FY 2019-2020 Street Improvements Project.

FISCAL IMPACT

The estimated cost to conduct a comprehensive traffic engineering study of vehicular speeding concerns on Claretta Avenue from 211th Street to 214th Street, and 213th Street from 800 feet west of Claretta Avenue to the intersection of Claretta Avenue is estimated to be \$6,500 (Currently no funding has been allocated for the Speed Humps study). If the speed humps installation is ultimately recommended, then the estimated cost to install the speed humps at each location would be from \$15,000 to \$20,000 per speed hump location including associated signage and striping.

RECOMMENDATION:

Council to provide staff direction.