

Gloria Olmos, Mayor
Richard Angel, Mayor Pro Tem
Manuel Acosta, Councilmember
Hector Delgado, Councilmember
Gracie Retamoza, Councilmember



Rachel Barbosa, City Manager
Donna G. Schwartz, City Clerk
Anthony R. Taylor, City Attorney

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

September 14, 2021, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

*****SPECIAL NOTICE REGARDING COVID-19*****

On March 17, 2020, Governor Newsom issued Executive Order N-29-20 in response to the COVID-19 pandemic, which authorizes the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. All requirements of the Brown Act requiring the physical presence of Council Members, staff, or the public as a condition of participation in or quorum for a public meeting have been waived. Public participation will be allowed via the information below.

To View and/or Participate in Live Meetings, use Zoom link below:
Join Zoom Meeting (View and/or Participate ONLY during PUBLIC COMMENT)

Link: <https://us02web.zoom.us/j/86581711880>

Meeting ID: 865 8171 1880

Or Call In: 1 669 900 6833, when prompted, enter 86581711880#

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 ext. 3280 to leave a voicemail message. All comments received an hour before the scheduled meeting will be read during public comment and made part of the record.

MEETINGS

The [City Council](#) holds regular meetings on the second and fourth Tuesday of every month. Regular meetings start at 6 p.m. in the Council Chambers at City Hall, 1415 Santa Anita Avenue, South El Monte, California. Special and Adjourned Regular meetings start time are to be determined.

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

Regular meeting agendas will be posted at least 72 hours before the meeting (GC 54954(a)(1)).

Agenda and Cancellation Notices can be viewed online and are also posted at the following three (3) locations: City Hall located at 1415 Santa Anita Avenue, Senior Center located at 1556 Central Avenue and the Community Center located at 1530 Central Avenue, South El Monte, California.

VIEWING OF AGENDA PACKETS

Full agenda packet can be viewed either at www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes or in the City Clerk's Office during normal business hours Monday through Thursday 7:00 a.m. to 5:30 p.m. Closed on Fridays and major holidays.

ISSUES RELATED TO AGENDA

For issues related to the agenda, including a disability-related accommodation necessary to participate in this meeting, please contact:

Donna G. Schwartz, CMC, City Clerk
Ph (626) 579-6540 ext. 3280
Cell (626) 274-0412

Paola Lara, Deputy City Clerk
Ph (626) 579-6540 ext. 3220
Cell (626) 374-1998

[Agenda Begins on the Following Page]

1. ROLL CALL

Councilmembers: Acosta, Delgado, Retamoza, Mayor Pro Tem Angel and Mayor Olmos

2. PLEDGE OF ALLEGIANCE

Councilmember Manuel Acosta

3. INVOCATION

Pastor Benjamin Garrett, Faith Dominion Church, South El Monte

4. PRESENTATIONS

4.a. PRESENTATION BY RUBY ROSE YEPEZ, REPRESENTING VALLE LINDO SCHOOL DISTRICT, PARENT TEACHER ORGANIZATION, IN PARTNERSHIP WITH SAN GABRIEL VALLEY CONSERVATION CORPS ON "GREEN APPLE DAY OF SERVICE"

4.b. PRESENTATION BY DUDEK (CONSULTANT) ON THE GENERAL PLAN UPDATE OF THE HOUSING, SAFETY AND ENVIRONMENTAL JUSTICE ELEMENTS

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

By motion of the City Council, this is the time to notify the public of any changes to the agenda, remove items from the consent calendar for individual consideration and/or rearrange the order of the agenda.

6. PUBLIC COMMENT

Speakers may provide public comments on any matter within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker may speak up to five minutes. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. With respect to non-public hearing items, speakers shall provide their comments at this time. During public hearing, speakers are encouraged to speak at the time the public hearing item is presented. Any documents for review should be presented to the City Clerk for distribution.

7. CONSENT CALENDAR

Items on the consent calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously removed by a member of the City Council during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

7.a. CONSIDERATION OF AMENDMENT AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR JULY 27, 2021

Staff is requesting an amendment to the Minutes of the July 27, 2021 Regular City Council Meeting to include City Attorney's announcement that no reportable action was taken by City Council during Closed Session Item 13.a. Conference with Legal Counsel - Existing Litigation.

RECOMMENDED ACTION: Staff recommends City Council approve the Regular City Council Meeting Minutes of July 27, 2021 with the requested amendment.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-49, APPROVING WARRANTS FOR THE PERIOD OF JULY 28, 2021, THROUGH SEPTEMBER 14, 2021

Authorizing payment of City expenditures for the period of July 28, 2021 through September 14, 2021 totaling \$2,282,192.88.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-49, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-50, APPROVING AMENDMENT NO. 6 TO AGREEMENT SUBAWARD NUMBER ENP202110 WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

This Amendment will increase the allocated baseline funding from \$216,000 to \$273,033 resulting in an increase of \$57,033 for Fiscal Year (FY) 2021-22 only. The \$57,033 will be allocated through supplemental California Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-51, approving Amendment No. 6 and authorizing the City Manager, or designee, to execute the same.

CONSENT CALENDAR (CONTINUED)

7.d. CONSIDERATION AND APPROVAL OF THE 2021 "CHRISTMAS WISH TOY GIVEAWAY" EVENT DONATION LETTER, AUTHORIZATION TO INCLUDE THE CITY COUNCILMEMBERS' SIGNATURES, AND THE DISTRIBUTION OF LETTERS TO THE SOUTH EL MONTE BUSINESS COMMUNITY

The Community Services Department is requesting approval of the 2021 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and the distribution of donation letters to the South El Monte business community.

RECOMMENDED ACTION: Staff recommends City Council approve the 2021 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and the distribution of donation letters to the South El Monte business community.

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-51, AMENDING RESOLUTION NO. 20-118, AUTHORIZING APPLICATION FOR CALHOME PROGRAM FUNDS, EXECUTION OF RELATED DOCUMENTS AND CITY RECEIPT OF FUNDS

The State of California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) dated August 31, 2020. The City was successfully awarded \$1,000,000 for the Home Rehabilitation program; however, the City was not successful in the second grant request for Mortgage Assistance and Accessory Dwelling Units. HCD is requiring the City to update its previously adopted Resolution to only include the program funds awarded by HCD.

RECOMMENDED ACTION: Staff recommends City Council Adopt Resolution No. 21-51, Amending Resolution No. 20-118.

CONSENT CALENDAR (CONTINUED)

7.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-55, AWARDING ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT RATE AGREEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY (SCE)

The City of South El Monte is planning to upgrade the City street lights to more energy-efficient lighting. The project, in coordination with Southern California Edison Company (SCE), includes converting all the City's street lights from High-Pressure Sodium (HPS) to Light Emitting Diode (LED) lights. The new LED fixtures will provide enhanced lighting at nighttime, and long-term energy and cost savings for the City. The project is anticipated to begin in fall 2021 and be completed by 2024.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21- 55, approving an LS-1 Option E agreement with SCE for replacement of 41 High Pressure Sodium (HPS) street lights with Light Emitting Diode (LED) street lights; authorizing the City Manager or designee to execute agreement between the City of South El Monte and SCE (Attachment B); and authorizing SCE to replace the remaining 1,401 street lights located within the boundaries of City of South El Monte which are managed by the County of Los Angeles.

PUBLIC HEARINGS ON NEXT PAGE...

8. PUBLIC HEARINGS

8.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21- 52, APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT (CUP NO. 21-07) ALLOWING FOR A TYPE 47 LICENSE FOR ON-SALE OF BEER, WINE, AND DISTILLED SPIRITS IN CONJUNCTION WITH A BONA FIDE EATING ESTABLISHMENT AND OPERATING KARAOKE AT 1725 DURFEE AVENUE AND OPERATING AS KRUDOS

The applicant, Mike Iniguez (“Applicant”), applied to upgrade their Type 41 on-sale beer and wine license to a Type 47 on-sale general alcohol use (“Project”) at 1725 Durfee Avenue, South El Monte, California 91733 (“Property”). The Property consists of one parcel having an area of approximately 19,748 square feet (0.45 acres) and one existing building consisting of three units measuring approximately 3,001, 1,722, and 2,476 square feet. On December 17, 2019, the Planning Commission approved a Conditional Use Permit to allow for a Type 41 on-sale beer and wine license with karaoke as a secondary use to a restaurant. The restaurant has been operating since February 2020 in their current space. Planning Commission approved Resolution No. 21-07 on August 17, 2021 allowing the Applicant to upgrade their Type 41 license to a Type 47 on-sale general alcohol.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony: and
3. Adopt Resolution No. 21-52, approving the decision of the Planning Commission to approve CUP 21-07.

PUBLIC HEARINGS (CONTINUED)

8.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21- 53, IMPLEMENTING A RESIDENTIAL AND COMMERCIAL WASTE MANAGEMENT SERVICES RATE ADJUSTMENT FOLLOWING NOTICED MAJORITY PROTEST HEARING

In recent years, State laws and regulations pertaining to the collection of solid waste, recyclables, yard waste, and other compostables have been amended and become more stringent. Recently, the City of South El Monte had to adopt a new Ordinance to comply with SB 1383 regulations, which will go into effect beginning January 2022. On July 13, 2021, the City adopted Ordinance No. 1253 which includes provisions and enforcement mechanisms that will ensure residents and property owners, as well as the City's franchisee, comply with the state law requirements concerning solid waste and recycling. As a result, the City and its franchised waste hauler, Arakelian Enterprises, Inc., DBA "Athens" will need to modify their services/operations for collection of organic waste and recyclables to meet the requirements of SB 1383.

SB 1383 enacts the most comprehensive and complex set of revisions to solid waste management laws seen in at least the last 30 years, which will require substantial capital outlays by Athens. As a result of SB 1383's substantial impact upon the cost of providing solid waste and recycling services, an adjustment to the collection service rates is called for. To this end, on June 28, 2021, the City issued a written notice to all property owners in the City in compliance with Cal. Const. Art. XIID ("Proposition 218") notified them of the rate proposal and the right to "protest" at this duly-noticed public hearing.

Pursuant to the notice and the proposed rate structure, as of January 1, 2022, only residential refuse and recycling service accounts will be affected, with a basic rate of \$5.97/month for regular 96-gallon cart service and \$5.30/month for regular 64-gallon cart service. There is a senior, low-volume discount equaling \$4.72/month for three 35-gallon cart service. Other optional and add-on residential services are priced as shown in Attachment A hereto. The basic residential rates reflected in Attachment A are subject to an annual Consumer Price Index (CPI) adjustment, which inflationary adjustment shall not continue for more than a period of five (5) years without further Proposition 218 proceedings. At this time, no other ratepayer categories are impacted.

RECOMMENDED ACTION: Staff recommends City Council consider:

1. Conduct a "majority protest" public hearing as required by Proposition 218; and
2. Adopt Resolution No. 21-53 to approve the proposed refuse and recycling service rate structure attached to the Resolution hereto as Attachment A.

9. GENERAL BUSINESS

9.a. **CONSIDERATION AND ADOPTION OF RESOLUTION NO. 21- 54 TO APPROVE AMENDMENT NO. 6 TO THE AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES (ATHENS), FOR WASTE/RECYCLING SERVICE ENHANCEMENTS REQUIRED TO COMPLY WITH SENATE BILL 1383 REGULATIONS AND IMPLEMENTATION OF APPROVED MAXIMUM RATE SCHEDULE**

In recent years, State laws and regulations pertaining to the collection of solid waste, recyclables, yard waste, and other compostables have been amended and become more stringent. Recently, the City of South El Monte had to adopt a new Ordinance to comply with SB 1383 regulations, which will go into effect beginning January 2022. On July 13, 2021, the City adopted Ordinance No. 1253 which includes provisions and enforcement mechanisms that will ensure residents and property owners, as well as the City's franchisee, comply with the state law requirements concerning solid waste and recycling. As a result, the City's hauler, Arakelian Enterprises, Inc., DBA "Athens" will need to modify their services/operations for collection of organic waste and recyclables to meet the requirements of SB 1383.

Due to the increased costs of service attendant to the implementation of SB 1383's mandatory programs and other service enhancements offered by Athens, on September 14, 2021, the City Council held a fair and noticed public majority protest hearing to consider a proposed adjustment to Athens' solid waste and recycling service rates. No majority protest was lodged, and the City Council approved implementation of the new rates. However, binding implementation of the new rates, commitment to enhanced refuse and recycling services, and compliance with SB 1383 requires a contractual amendment with Athens.

Therefore, the current agreement between the City and Athens Services needs to be amended in accordance with (i) the changes to the waste collection services to be provided in compliance with SB 1383, and (ii) the new service rates to be applied.

RECOMMENDED ACTION: Staff recommends City Council consider and approve Resolution No. 21-54, adopting that "Sixth Amendment to the Amended and Restated Agreement by and Between the City of South El Monte and Arakelian Enterprises, Inc., DBA Athens for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables" ("Amendment No. 6") in order to implement (i) enhancements to the waste collection services to be provided and compliance with SB 1383, and (ii) the new rate structure to be applied to such services.

9.b. CONSIDERATION AND APPROVAL OF CONVERTING EXISTING TENNIS COURT TO FOUR (4) PICKLEBALL COURTS

The Community Services Department established a need based on community demand, to add pickleball courts to the Community Center.

RECOMMENDED ACTION: Staff Recommends City Council consider the approval of converting existing tennis court to four (4) pickleball courts.

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21- 56, APPROVING SUBMITTAL OF PROPOSITION 68 PROGRAM APPLICATION FOR PER CAPITA GRANT FUNDS

The Per Capita Grant program originates from Proposition 68 and is allocated to cities and local districts based on population. The City was allocated \$177,952 in Per Capita funds under the General Per Capita Program. Funds are intended for local park rehabilitation, creation, and improvement. Staff wishes to submit an application for the Splash Pad project to utilize as matching funds toward the Proposition 68 Statewide Park Program (SPP) Grant application.

RECOMMENDED ACTION: Staff Recommends City Council adopt Resolution No. 21- 56, approving submittal of the Per Capita grant application for the Splash Pad project.

9.d. CONSIDERATION OF ENTERING INTO A CONTRACTUAL AGREEMENT WITH EL MONTE UNION HIGH SCHOOL DISTRICT (EMUHSD) TO PROVIDE A SCHOOL RESOURCE OFFICER FOR SOUTH EL MONTE HIGH SCHOOL

At the July 13, 2021 City Council meeting, Councilmember Hector Delgado requested to add one additional deputy to the existing City contract with the Los Angeles County Sheriff's Department that will be assigned to work in the capacity as a School Resource Officer at South El Monte High School.

RECOMMENDED ACTION: City Council is requested to discuss and provide direction to the City Manager with the EMUHSD for a School Resource Officer for the balance of the existing school year through June 30, 2022. As part of this direction, the impacts of expanded requirements from the District as part of their SRO program are to be examined by the City to determine the impact, if any, on the scope of a new agreement between the City and the District and to determine to what extent, if any, that the expanded District requirements fall within the existing scope of the City's agreement with the Sheriff's Department and within the recently approved motion by the Los Angeles County Board of Supervisors that requires their oversight over all Sheriff's SROs.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

AB 1234 requires councilmembers briefly report, orally or in writing, on meetings attended at City expense (i.e. League of California Cities Conferences, ICSC conferences, etc.) at City Council meetings following the meeting.

11. CORRESPONDENCE: None

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Resolution in Support of Online Sales Tax.

12.b. COUNCILMEMBER MANUEL ACOSTA

1. Discussion of Expanding the Aquatic Program through October and Restarting in March while Keeping the Senior's Water Aerobics Class Open in the Mornings

13. CLOSED SESSION: None

14. ADJOURNMENT

Adjourn in memory of Uriel Macias, City of Azusa Councilmember and Lieutenant in the United States Navy, and David McElwain, LA County Office of Education San Gabriel Valley GAIN Program, to Tuesday, September 28, 2021, at 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 9th day of September, 2021.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: PRESENTATION BY RUBY ROSE YEPEZ, REPRESENTING VALLE LINDO SCHOOL DISTRICT, PARENT TEACHER ORGANIZATION, IN PARTNERSHIP WITH SAN GABRIEL VALLEY CONSERVATION CORPS ON "GREEN APPLE DAY OF SERVICE"

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation

GREEN APPLETM DAY^{OF}SERVICE



October 9, 2021 @
Earthworks Farm
Green Apple Week @ VLSD
October 4th - 8th

About Green Apple



- ▶ Green Apple is an initiative started by the Center for Green Schools at USGBC Nationals to put all children in schools with the following
 - ▶ Clean and healthy air to breathe
 - ▶ Energy and resources are conserved
 - ▶ Safe learning environments
- ▶ The Center for Green Schools was established to drive the transformation of all schools into sustainable and healthy places to live, learn, work and play.
- ▶ High Performing schools result in high performing students



About Green Apple Cont'd

- ▶ Green Apple gives individuals, companies and organizations the opportunity to transform all our schools into healthy, safe, cost efficient and productive learning spaces.
- ▶ Green Apple is powered by volunteers and funded by corporate partners



Revitalize Event from 2013 @ Earthworks Farm on October 9th, 2021

What are you doing on September 28?

JOIN US!

GREEN APPLE DAY OF SERVICE

Saturday, September 28, 2013, 10 AM - 1 PM

<http://smarturl.it/earthworksgreenapple>

Healthy Living & Sustainable Living Environments

- ✓ San Gabriel Valley Conservation Corps (SGVCC) in conjunction w/Ruby Rose Sanchez & Bentley Los Angeles, bring "Green Awareness" to the beautiful cities of El Monte & South El Monte, via the "Green Apple Day of Service."

Presentation on Recycling by County Sanitation District of LA

- ✓ Build your own flower pot out of newspaper & plant seeds to grow
- ✓ Buy produce from the local EarthWorks community garden
- ✓ See a Solar Panel close up and learn how they work

Earthworks Farm & Community Garden

- ✓ 1209 Lerma Rd. | South El Monte, CA 91733



Contact:

Ruby Rose Sanchez

(626) 374-1044

ruby_rose_sanchez@yahoo.com

Special Thanks to all of our Generous Sponsors and Supporters...



Green Apple Week



Sustainable Sites

Native Plant Bingo

Preparation: Bingo cards for each student will need to be printed. Make sure to use durable cardstock so that cards can be reused. Explain how native plants are great for gardens because they use less water and bloom more often.



Materials:

- Printed bingo cards from this booklet
- Small objects to mark the spots such as beans or fun foam pieces.
- A bowl or bucket to draw names of plants from
- Small prizes (optional)

- 1) Cut up the call sheet with the pictures and names of plants on it and mix them into the bowl or bucket.
- 2) Distribute bingo cards to students. Each card should be different, but students can be separated into groups and play together.
- 3) Explain the rules as follows:
 - When a student hears the name of a plant that is on their card, they must put a marker on it
 - Must match pictures in rows and columns to make a horizontal, diagonal or vertical line to get a BINGO
- 4) Draw pieces out one at a time making sure all students have a chance to both hear the name and see the picture so they can match it to their own.
- 5) Put aside the pieces you have called out so there are no repeats.

GREEN APPLE DAY OF SERVICE

September 26, 2015

GET YOUR IDEA TOGETHER

CHOOSE A PROJECT

There are so many different types of projects you can do to benefit schools, but they may not all be right for the schools in your community. We've provided some suggestions on the Green Apple Day of Service website, but you and your team can and should think beyond those ideas to find what's best for you.

A good starting point is to reach out to a school or campus near you, letting them know about your service project and seeing if they have any green goals they're already working towards or feel may be out of their reach. Many schools might have projects they've put on the back burner because of a lack of time or capacity, and some willing volunteers might be exactly what they're looking for.

ESTABLISH PROJECT GOALS

Preparing for your project will be much easier and more successful if you have a clearly defined desired outcome. How many participants are you aiming for? Exactly what do you want to be accomplished or produced by the end of your project? How many media placements do you want your project to generate? The more specific and detailed your metrics for success are, the easier it will be for you to determine exactly what you need to prepare beforehand.

SHARE YOUR PROJECT WITH US

Follow the instruction guide (found on <http://www.mygreenapple.org/>) for information on how to utilize the online system to share your project with others and generate more participants.

WE'RE HERE TO HELP

- October 4th – 7th – VLSD
- Host Daily Learnings for Students
- Topics focused on lifecycle of Food & Composting
- Trainings emphasize the work being done at Earthworks and other community farms



City Council Agenda Report

Agenda Item No. 7.a.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION OF AMENDMENT AND APPROVAL OF
THE REGULAR CITY COUNCIL MEETING MINUTES FOR
JULY 27, 2021

SUMMARY: Staff is requesting an amendment to the Minutes of the July 27, 2021 Regular City Council Meeting to include City Attorney's announcement that no reportable action was taken by City Council during Closed Session Item 13.a. Conference with Legal Counsel - Existing Litigation.

RECOMMENDED ACTION: Staff recommends City Council approve the Regular City Council Meeting Minutes of July 27, 2021 with the requested amendment.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. July 27, 2021 Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, July 27, 2021 - 6:00 p.m.**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:01 p.m.

PRESENT (via Zoom Webinar): Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

ABSENT: Councilmember(s): Delgado

STAFF PRESENT(via Zoom Webinar): Rachel Barbosa, City Manager, Christy M. Lopez, Assistant City Attorney; Rene Salas, Deputy City Manager; Colby Cataldi, Community Development Director; Donna G. Schwartz, City Clerk, Paola Lara, Deputy City Clerk; and Jayson Perez, Recreation Coordinator

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020. Zoom webinar was provided for the Public.

2. PLEDGE OF ALLEGIANCE – Councilmember Gracie Retamoza led the Pledge of Allegiance.

3. INVOCATION – Jayson Perez, Recreation Coordinator, City of South El Monte, offered the invocation.

4. PRESENTATIONS

4.a. City Council received a report from the Sheriff's Department and discussed matters concerning law enforcement in the City for the month of June.

4.b. City Council received a report from Code Enforcement Division of the Community Development Department on code enforcement and public safety activities for the month of June.

4.c. Community Development Director Colby Cataldi presented a PowerPoint on Solid Waste Recycling, Organics Rates and Services (SB1383 and Prop 218) which included SB 1383 implementation and waste hauling outreach efforts, Prop 218 notification, and solid waste/recycling/organics rates. Mr. Cataldi announced representatives for Athens Services were available virtually to answer any questions City Council may have.

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

Councilmember Acosta requested to add an item to the agenda to discuss the feasibility of converting a tennis court at the community center to a pickleball court and creating a pickleball league.

City Council approved by a unanimous vote, with the exception of Councilmember Delgado (absent) to add to the agenda Item 12.b. Feasibility of Converting a Tennis Court at the Community Center to a Pickleball Court and Creating a Pickleball League.

A motion was made by Councilmember Retamoza, seconded by Councilmember Acosta to approve the agenda. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

Mayor Olmos announced for the record Councilmember Delgado was absent because he was accompanying his daughter at the Junior Olympics.

6. PUBLIC COMMENT

Mayor Olmos opened public comment, there being none, closed public comment.

7. CONSENT CALENDAR

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve the Consent Calendar. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

7.a. Approved Minutes for the Regular City Council Meeting held Tuesday, July 13, 2021.

7.b. Adopted Resolution No. 21-48, Authorizing payment of City expenditures for the period of July 14, 2021 through July 27, 2021 totaling \$1,867,128.37.

7.c. Approved an appropriation amount for a one-time “hero/hazard” premium pay program for all eligible staff members.

7.d. Approved the additional summer concert scheduled for Thursday, August 19, 2021, and associated costs.

8. PUBLIC HEARINGS

8.a. **CONTINUED FROM THE JULY 13, 2021, REGULAR CITY COUNCIL MEETING - CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-45, APPROVING THE ANNUAL LEVY OF THE SEWER SERVICE FEE FOR FISCAL YEAR (FY) 2021-2022**

Community Development Director Colby Cataldi presented the staff report.

Mayor Olmos opened the public hearing, there being no speakers, closed public hearing.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to adopt Resolution No. 21-45, approving the annual levy of the Sewer Service Fee for Fiscal Year 2021-22, at \$35.37 per sewer unit. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

8.b. **CONSIDERATION AND APPROVAL OF RESOLUTION REQUESTING AUTHORIZATION FOR THE CITY OF SOUTH EL MONTE TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM (SCIP)**

Mayor Olmos announced the item will be continued.

Mayor Olmos opened the public hearing, there being no speakers, closed public hearing.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to continue the item to a future date and time. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

9. GENERAL BUSINESS

9.a. **PRESENTATION ON CURRENT STATE AND COUNTY 2021 REDISTRICTING AND APPROVAL TO SUBMIT LETTERS OF SUPPORT**

City Manager Rachel Barbosa introduced the item and Deputy City Manager Rene Salas presented the staff report and a PowerPoint on the 2011 and 2001 Assembly, Congressional, and State Senate Districts and the Communities of Interest Input Meetings.

Mayor Olmos directed staff to contact the San Gabriel Valley Council of Governments to request they submit a letter of support on behalf of the City of South El Monte to the California Citizens Redistricting Commission, and that State and County Redistricting information be posted on the City's website so the public can submit their input to the Commissions.

A motion was made by Councilmember Acosta, seconded Councilmember Retamoza to approve the letters of support and authorize the City Manager to submit said letters on behalf of the City Council to both State and County Citizens Redistricting Commissions to keep South El Monte under a single County District, State Assembly District, State Senate District and US Congressional District to share those districts with similar community interests, needs and demographics. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta nothing to report.

Councilmember Retamoza announced she attended the El Monte/South El Monte Chamber of Commerce Blast from the Past Community Car & Motorcycle Show.

Mayor Pro Tem Angel announced he attended the El Monte/South El Monte Chamber of Commerce Blast from the Past Community Car & Motorcycle Show.

Mayor Olmos announced she attended the El Monte/South El Monte Chamber of Commerce Blast from the Past Community Car & Motorcycle Show.

11. CORRESPONDENCE – None

11.a. DESIGNATION OF VOTING DELEGATES AND ALTERNATES, LEAGUE OF CALIFORNIA CITIES (LEAGUE) ANNUAL CONFERENCE & EXPO – SEPTEMBER 22-24, 2021, SACRAMENTO, CALIFORNIA

A motion was made by Councilmember Angel, seconded by Mayor Olmos to designate Councilmember Retamoza as the voting delegate and Councilmember Acosta as the alternate for the League of California Cities Annual conference & Expo. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel,
and Mayor Olmos.
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): Delgado

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Request to Los Angeles County Sheriff's Department to bring the Catalytic Converter Safe Program to South El Monte.

Mayor Olmos announced the City will be working with the Sheriff's Department to bring the Catalytic Converter Safe Program to the city and information will be distributed to the public about the program when available.

12.b. COUNCILMEMBER MANUEL ACOSTA

1. Feasibility of Converting a Tennis Court at the Community Center to a Pickleball Court and Creating a Pickleball League.

City Manager Rachel Barbosa announced a report would be brought back at the September City Council meeting on the cost and funding to rearrange the tennis court for pickleball and the possibility of creating league by partnering with the LA Association of Pickleball.

13. CLOSED SESSION – None.

At 7:35 p.m. Mayor Olmos recessed Council into closed session.

13.a. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Pursuant to Government Code Section 54956.9 – [Two cases]

Sanjay Patel, et al v. City of South El Monte, et al
(Case Nos: 2:18-cv-04077 and 21-55546)

Phillip Killgore v City of South El Monte
(Ninth Circuit, Docket No. 20-55666)

At 8:14 p.m. Mayor Olmos reconvened to open session.

14. RECESS COUNCIL MEETING

At 8:14 p.m. Mayor Olmos recessed the Regular City Council meeting to Successor Agency meeting.

At 8:16 p.m. Mayor Olmos reconvened the Regular City Council meeting.

15. RECONVE AND ADJOURN COUNCIL MEETING

There being no further business coming before this body, at 8:17 p.m. Mayor Olmos adjourned the meeting in memory of Community Member Jody Bush, to a regular meeting on Tuesday, September 14, 2021 at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

DRAFT



City Council Agenda Report

Agenda Item No. 7.b.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-49, APPROVING WARRANTS FOR THE PERIOD OF JULY 28, 2021, THROUGH SEPTEMBER 14, 2021

SUMMARY: Authorizing payment of City expenditures for the period of July 28, 2021 through September 14, 2021 totaling \$2,282,192.88.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-49, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 21-49
- B. Warrants

RESOLUTION NO. 21-49

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF JULY 28, 2021 THROUGH SEPTEMBER 14, 2021 TOTALING \$2,282,192.88

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Finance Director hereby certifies to the accuracy of the following demands and the availability of funds for payment thereof.

Finance Director

SECTION 2: That the following claims and demands have been audited as required by law and that the same are hereby allowed in the amounts hereafter set forth.

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 20/21	Electronic Warrants	7/28/2021-9/14/2021	5078-5082	\$6,449.62
FY 20/21	Hand Typed Warrants	7/28/2021-9/14/2021	138058-138061,138159	\$34,602.61
FY 20/21	Regular Warrants	7/28/2021-9/14/2021	138062-138171	\$184,754.72
FY 21/22	Electronic Warrants	7/28/2021-9/14/2021	5071-5117	\$351,796.77
FY 21/22	Hand Typed Warrants	7/28/2021-9/14/2021	138057-138239	\$58,671.65
FY 21/22	Regular Warrants	7/28/2021-9/14/2021	138100-138311	\$1,051,871.31
Payroll	Check	PPE 7/24/2021	27450-27468	\$24,935.30
Payroll	Direct Deposit	PPE 7/24/2021	798547-798725	\$280,851.19
Payroll	Check	PPE 8/7/2021	27469-27484	\$10,657.58
Payroll	Direct Deposit	PPE 8/7/2021	798726-798837	\$139,609.90
Payroll	Manual Check	PPE 8/21/2021	27485	\$196.44
Payroll	Check	PPE 8/21/2021	27486-27495	\$7,358.52
Payroll	Direct Deposit	PPE 8/21/2021	798838-798946	\$130,437.27

TOTAL EXPENDITURES RESOLUTION NO. 21-49 \$2,282,192.88

PASSED, APPROVED, AND ADOPTED this 14th day of September 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-49, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 14th day of September 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

City of South El Monte
Warrant Register
Council Meeting of 09/14/2021

Date: 9/8/2021

Time: 03:22PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011301310	EMPLOYMENT DEVELOPMENT DEPT.	5078	7/28/2021	2ND QTR 2021/ETT	67.11
						\$67.11
21	011601630	HOME DEPOT CREDIT SERVICES	5079	7/28/2021	TILE & RPR SUPPLIES	21.71
21	011601650		5079	7/28/2021	PAINT TRAYS/GLUE	35.30
21	011601610		5079	7/28/2021	GYM EMPTY POT DECO	65.66
21	011501540		5079	7/28/2021	CLEANING SUPPLY/AQUA	70.27
21	011511543		5079	7/28/2021	PLYWOOD LETTER CUTOUT	71.68
21	011701710		5079	7/28/2021	COUNTERTOP INSTAL SUP	111.02
21	011601640		5079	7/28/2021	AQUA SHOWER RINGS	163.72
21	011601640		5079	7/28/2021	CLEANING SUPPLY/AQUA	169.17
21	011701720		5079	7/28/2021	SURVEILLANCE CAM SUP	200.49
21	011701740		5079	7/28/2021	BATTERY/EXT.CORD #502	204.34
21	011601610		5079	7/28/2021	DEWALT ROUTER/BITS	289.01
21	011701750		5079	7/28/2021	GRAFFITI REMOVAL SUP	299.15
21	011601660		5079	7/28/2021	BENCHES,BBQ PAINT/NTP	390.83
21	011501540		5079	7/28/2021	REPLACEMENT FRIDGE	425.96
						\$2,518.31
21	011701710	SOUTHERN CALIFORNIA EDISON	5080	7/28/2021	6/16-7/15 1415 SANTA	1,403.86
21	011701760		5081	7/28/2021	CREDIT ADJUSTMENT	-13.38
21	011701760		5081	7/28/2021	6/1-6/30 10452 RUSH	17.53
21	011701760		5081	7/28/2021	5/25-6/23 10838M.HUNT	30.42
21	011701760		5081	7/28/2021	5/17-6/15 1 CHIC/GRVY	37.65
21	011701760		5081	7/28/2021	5/17-6/15 1 PECK/RUSH	38.47
21	011701760		5081	7/28/2021	5/17-6/15 9755 RUSH	41.61
21	011701760		5081	7/28/2021	5/17-6/15 1 KLING/TYL	44.58
21	011701760		5081	7/28/2021	5/17-6/15 1 SLCK/SANT	47.34
21	011701760		5081	7/28/2021	5/17-6/15 1348 SANTA	50.46
21	011701760		5081	7/28/2021	5/17-6/15 9601 RUSH	51.85
21	011701760		5081	7/28/2021	5/17-6/15 9200 GARVEY	52.02
21	011701760		5081	7/28/2021	5/17-6/15 2400 SANTA	54.44
21	011701760		5081	7/28/2021	5/17-6/15 1 DURF/PECK	54.79
21	011701760		5081	7/28/2021	5/17-6/15 2001 MERCED	65.37
21	011701760		5081	7/28/2021	5/17-6/15 1 POTR/GRVY	68.99
21	011701760		5081	7/28/2021	5/17-6/15 10303 RUSH	78.54
21	011701760		5081	7/28/2021	5/17-6/15 1100 SANTA	79.95
21	011701760		5081	7/28/2021	5/17-6/15 1 DURF/THIE	87.19
21	011701760		5081	7/28/2021	5/17-6/15 1955 RSMD	90.83
21	011701760		5081	7/28/2021	5/11-6/9 10861 THIENE	100.47
21	011701760		5081	7/28/2021	5/17-6/15 1 GRVY/RSMD	104.87
21	011701760		5081	7/28/2021	5/17-6/15 1 DURF/PECK	106.29
21	011701760		5081	7/28/2021	5/17-6/15 1 RUSH/TYLE	120.98
21	011701760		5081	7/28/2021	5/17-6/15 1 DURF/PECK	123.91
21	011701760		5081	7/28/2021	5/17-6/15 1 RUSH/DURF	144.71
						\$3,083.74
21	011501540	WALMART COMMUNITY/GEGRB	5082	7/28/2021	SUMM CAMP/SOCCER SUP	469.92
21	011501540		5082	7/28/2021	SUMMER CAMP PRGM SUP	11.69

City of South El Monte
Warrant Register
Council Meeting of 09/14/2021

Date: 9/8/2021

Time: 03:22PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011501540	WALMART COMMUNITY/GECRB...	5082	7/28/2021	SWIMMING LESSONS SUP	30.75
21	011501540		5082	7/28/2021	OFFICE SUPPLIES	52.11
21	011501540		5082	7/28/2021	SUMMER CAMP PRGM SUP	59.69
21	011501540		5082	7/28/2021	SUMMER CAMP PRGM SUP	156.30
						\$780.46

Report Total 6,449.62

City Manager

City of South El Monte
Warrant Register
Council Meeting of 09/14/2021

Date: 9/8/2021

Time: 03:23PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011001040	AMERICAN DIRECT MAIL	138061	8/5/2021	ED MEASUREES MAILER#2	2,278.25
21	011001040		138061	8/5/2021	ED MEASUREES MAILER#1	2,278.25
						\$4,556.50
21	689009000	CARAHSOFT TECHNOLOGY CORPORATION	138058	7/28/2021	ADD'L LICENSES CREDIT	-921.46
21	689009000		138058	7/28/2021	21/22ACCELA RENEW#410	14,854.76
						\$13,933.30
21	011701730	SAN GABRIEL VALLEY WATER	138059	7/28/2021	6/11-7/13 THIENE/PKWY	13.46
21	011701730		138059	7/28/2021	6/15-7/15 2000 SANTA	63.43
21	011701730		138059	7/28/2021	6/10-7/12 1903 DURFEE	125.62
21	011701730		138059	7/28/2021	6/11-7/13 1109 PECK	201.55
21	011701730		138059	7/28/2021	6/11-7/13 1502 PECK	201.55
21	011701730		138059	7/28/2021	6/10-7/12 2018 DURFEE	209.05
21	011701730		138059	7/28/2021	6/11-7/13 1710 DURFEE	209.57
21	011701730		138059	7/28/2021	6/10-7/12 1926 DURFEE	273.11
21	011701730		138059	7/28/2021	6/11-7/13 1222 PECK	293.83
						\$1,591.17
21	011601650	THE GAS COMPANY	138060	7/28/2021	1/15-7/16 1450 LIDCOM	365.62
21	011601630		138060	7/28/2021	1/15-7/16 1824 CENTRA	554.72
21	011701720		138060	7/28/2021	1/15-7/16 1900 CENTRA	623.62
21	011601610		138060	7/28/2021	1/15-7/16 1530 CENTRA	1,349.64
21	011601620		138060	7/28/2021	1/15-7/16 1556 CENTRA	1,558.20
21	011601640		138060	7/28/2021	1/15-7/16 1500 CENTRA	9,569.84
						\$14,021.64

Report Total 34,102.61

City Manager

City of South El Monte

Date: 9/8/2021

Warrant Register
Council Meeting of 09/14/2021Time: 03:51PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011001040	SOUTH EL MONTE HIGH SCHOOL	138159	8/19/2021	FOOTBALL PRGM AD	500.00
						\$500.00

Report Total 500.00

City Manager

City of South El Monte
Warrant Register
Council Meeting of 09/14/2021

Date: 9/8/2021

Time: 03:25PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011001030	ALESHIRE & WYNDER, LLP	138062	8/10/2021	JUN'21 SUCCESSOR AGEN	185.50
21	011001030		138062	8/10/2021	JUN'21 LITIGATION	344.50
21	011001030		138062	8/10/2021	JUN'21 SPECIAL PJT	1,139.50
21	011001030		138062	8/10/2021	JUN'21 PLANNING	1,491.50
21	011001030		138062	8/10/2021	JUN'21 PERSONNEL	1,563.50
21	011001030		138062	8/10/2021	JUN'21 ADDITIONAL SVC	5,408.00
21	011001030		138062	8/10/2021	JUN'21 ADDITIONAL SVC	8,535.50
21	011001030		138062	8/10/2021	JUN'21 GENERAL	14,348.50
						\$33,016.50
21	011701720	AMAZON CAPITAL SERVICES, INC	138064	8/10/2021	OFFICE SUPPLIES	62.34
21	011401430		138064	8/10/2021	HDMI CABLES/CONNECTOR	62.82
21	011701020		138064	8/10/2021	OFFICE SUPPLIES	110.22
21	011407020		138064	8/10/2021	STORAGE BOXES	134.52
						\$369.90
21	01	ANGIE GODINA	138075	8/10/2021	7/18 MVD DEPOSIT RFND	50.00
						\$50.00
21	011701770	AUTOZONE	138065	8/10/2021	#15 RPLC BAD BATTERY	369.15
21	011701770		138065	8/10/2021	BATTERY RETURN CREDIT	-18.00
21	011701770		138065	8/10/2021	RPLC SPARK PLUGS/OIL	30.77
						\$381.92
21	011511542	BEN LIRA	138081	8/10/2021	BOXING WRAP REIMBURSE	52.92
						\$52.92
21	011301320	BUREAU VERITAS NORTH AMERICAN INC	138066	8/10/2021	JUN'21 BUS LIC INSPEC	660.00
						\$660.00
21	011201210	CALIFORNIA NEWSPAPERS PARTNERSH	138090	8/10/2021	6/3 PUBLISH NOTICE	168.50
21	011201210		138090	8/10/2021	6/17 PUBLISH NOTICE	168.50
21	011201210		138090	8/10/2021	6/11 PUBLISH NOTICE	242.00
21	011201210		138090	8/10/2021	6/10 PUBLISH NOTICE	290.00
						\$869.00
21	01	CESIAH ROMO	138087	8/10/2021	WK11 SUMMER CAMP RFND	50.00
						\$50.00
21	01	CHRISTINA DANIELLE NUNEZ	138082	8/10/2021	WK11 SUMMER CAMP RFND	50.00
21	01		138082	8/10/2021	WK11 SUMMER CAMP RFND	50.00
						\$100.00
21	011701710	CINTAS CORP. #693	138068	8/10/2021	6/29MAT CLEANING/CHAL	60.84
21	011601620		138068	8/10/2021	6/29MAT CLEANING/SCTR	99.69
						\$160.53
21	01	CRYSTAL CHAVEZ-JONES	138067	8/10/2021	WK8 SUMMER CAMP RFND	50.00
						\$50.00
21	011301310	CWDL	138069	8/10/2021	FY19/20 FINANCE AUDIT	3,848.50
						\$3,848.50
21	011701720	DDC ELECTRIC SUPPLY, INC.	138070	8/10/2021	PVC/4 CAMERA INSTALL	96.18
21	011701720		138070	8/10/2021	PVC/4 CAMERA INSTALL	414.79

City of South El Monte
Warrant Register
Council Meeting of 09/14/2021

Date: 9/8/2021

Time: 03:25PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$510.97
21	01	DESIRAE PALMA	138083	8/10/2021	WK11 SUMMER CAMP RFND	50.00
						\$50.00
21	011501540	DISCOUNT SCHOOL SUPPLY	138071	8/10/2021	SUMMER CAMP SUPPLIES	1,913.96
						\$1,913.96
21	011701770	ED BUTTS FORD	138072	8/10/2021	#7 RPLC DAMAGED HOSE	95.48
						\$95.48
21	011511543	EL MONTE ORNAMENTAL SUPPLY, INC.	138073	8/10/2021	(2) YARD GATE REMOTES	32.52
21	011601630		138073	8/10/2021	REPAIR SUPPLIES/MCTR	118.79
						\$151.31
21	011701760	FLAGTIME USA	138074	8/10/2021	(30) FLAGS/(15) POLES	1,009.61
						\$1,009.61
21	011701720	GRANT'S TRUE VALUE HARDWARE	138076	8/10/2021	CAMERA UPGRADE SUP	12.08
21	011701710		138076	8/10/2021	MOUNTING TAPE/CHALL	24.18
21	011601650		138076	8/10/2021	PILERS/NTP	59.38
						\$95.64
21	011601610	INNER-COOL CORP	138077	8/10/2021	FREEZER REPAIR/CCTR	585.28
						\$585.28
21	01	JASMINE ROBLES	138086	8/10/2021	WK11 SUMMER CAMP RFND	50.00
						\$50.00
21	011701760	JCL TRAFFIC SERVICES	138078	8/10/2021	(7) STREET SIGNS	604.00
						\$604.00
21	01	JESSICA ROSALES	138088	8/10/2021	WK10/11 SUM CAMP RFND	200.00
						\$200.00
21	011601640	LBC LIGHTING	138079	8/10/2021	AQUATIC CENTER LIGHTS	32.96
						\$32.96
21	011601640	LESLIE'S POOL SUPPLIES INC.	138080	8/10/2021	POOL SUPPLIES	222.18
21	011601640		138080	8/10/2021	EPOXY PUTTY/POOL	43.64
						\$265.82
21	01	NICOLE ALVAREZ	138063	8/10/2021	BASKETBALL CAMP RFND	25.00
						\$25.00
21	011401100	PHOENIX GROUP INFORMATION SYSTEM	138084	8/10/2021	JUN'21 PSO CITATION	2,746.13
21	011407020		138084	8/10/2021	JUN'21 CODE CITES SVC	157.50
						\$2,903.63
21	448008010	REGIONAL TAP SERVICE CENTER	138085	8/10/2021	JUN'21 EZ PASS	76.00
						\$76.00
21	011601630	SOUTHEAST CONSTRUCTION PRODUCT	138089	8/10/2021	CAST IRON COUPLING	20.07
21	011601650		138089	8/10/2021	STRAW HATS/UNIFORM	38.04
21	011511543		138089	8/10/2021	MARKING TOOL/PAINT	422.92
21	011701740		138089	8/10/2021	ROTARY HAMMER/YARD	474.02
						\$955.05

City of South El Monte
Warrant Register
Council Meeting of 09/14/2021

Date: 9/8/2021

Time: 03:25PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011401440	SPRINT	138091	8/10/2021	6/12-7/11GPS TRACKING	70.10
21	011701740		138091	8/10/2021	6/12-7/11GPS TRACKING	83.31
21	011101110		138091	8/10/2021	6/12-7/11GPS TRACKING	150.66
21	011701750		138091	8/10/2021	6/12-7/11GPS TRACKING	194.36
21	448008010		138091	8/10/2021	6/12-7/11GPS TRACKING	199.95
21	011701740		138091	8/10/2021	CREDIT ADJ-F.HUERTA	-13.99
21	011401100		138091	8/10/2021	6/12-7/11GPS TRACKING	24.32
						\$708.71
21	011401100	SUPERIOR COURT OF CA, COUNTY OF L	138092	8/10/2021	JUN'21 CITATION PROCS	6,963.50
						\$6,963.50
21	011601610	UNISHIELD	138093	8/10/2021	FIRST AID SUP/CCTR	85.61
21	011701710		138093	8/10/2021	FIRST AID SUP/CHALL	264.90
21	011601650		138093	8/10/2021	FIRST AID SUP/NTP	266.82
21	011601640		138093	8/10/2021	FIRST AID SUP/POOL	382.87
						\$1,000.20
21	011701750	WEST COAST ARBORISTS, INC	138094	8/10/2021	6/16-6/30 TREE REMOV.	9,051.00
						\$9,051.00
21	011601650	WHITTIER FERTILIZER	138095	8/10/2021	SOIL FOR FIELD HOLES	16.54
						\$16.54

Report Total 66,873.93

City Manager

City of South El Monte
Warrant Register
Council Meeting of 09/14/2021

Date: 9/8/2021

Time: 03:26PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011301310	AMAZON CAPITAL SERVICES, INC	138160	8/24/2021	FINANCE DEPT SUPPLIES	116.33
						\$116.33
21	011511543	BLOOMING FLOWERS & GIFTS	138161	8/24/2021	MEMORIAL DAY FLOWER	275.63
						\$275.63
21	011601610	ECOLAB PEST ELIM. DIVISION	138162	8/24/2021	MAR'21 PEST CTRL CCTR	69.18
21	011601610		138162	8/24/2021	APR'21 PEST CTRL CCTR	69.18
21	011701710		138162	8/24/2021	MAR'21 PEST CTRL CHAL	194.39
21	011701710		138162	8/24/2021	APR'21 PEST CTRL CHAL	194.39
						\$527.14
21	01	KIMLEY-HORN AND ASSOCIATES, INC.	138163	8/24/2021	JUN'21 CEQA 2727 RSMD	7,280.16
						\$7,280.16
21	011101110	L.A. COUNTY SHERIFF'S DEPT.	138164	8/24/2021	6/27-6/30 FIREWK SUPP	4,797.11
						\$4,797.11
21	011601640	LIGHT & POWER INTERNATIONAL	138165	8/24/2021	TANKLESS WATER HEATER	22,500.00
						\$22,500.00
21	011701770	MORENO AUTO BODY REPAIR INC.	138166	8/24/2021	#23 COLOR SAND/BUFF	350.00
						\$350.00
21	011701710	SOUTHEAST CONSTRUCTION PRODUCT	138167	8/24/2021	SAND-BACK FILL YARD	84.54
21	011701720		138167	8/24/2021	CAMERA PROTECTION BOX	94.26
						\$178.80
21	079009000	TRANSTECH ENGINEERING, INC.	138169	8/24/2021	JUN'21 CON ENG #253	160.00
21	389009000		138169	8/24/2021	MAY'21 CONST MGMT #294	160.00
21	389009000		138169	8/24/2021	JUN'21 CONST ENG #293	230.00
21	011701105		138169	8/24/2021	JUN'21 ENG PLAN CHECK	4,711.53
21	011701760		138169	8/24/2021	9521 RUSH TRAF STUDY	250.00
21	011401430		138169	8/24/2021	JUN'21 CUP21-02 ENGIN	300.00
21	011701760		138169	8/24/2021	JUN21 HSIP DATA REPT	500.00
21	011701105		138169	8/24/2021	OCT20 HSIPL 5352 MGMT	625.00
21	079009000		138169	8/24/2021	MAY'21 DESIGN/ENG#253	640.00
21	011701760		138169	8/24/2021	SANTA/WEAVR TRAF STDY	915.00
21	389009000		138169	8/24/2021	MAY'21 CONST MGMT#293	1,030.00
21	389009000		138169	8/24/2021	MAY21 INSPECT SVC#293	1,105.00
21	689009000		138169	8/24/2021	JUN'21 MTA CALL #140	1,125.00
21	079009000		138169	8/24/2021	MAY'21 CON ENG #253	1,350.00
21	011701105		138169	8/24/2021	JUN'21 RUSH PJT MGMT	1,625.00
21	389009000		138169	8/24/2021	JUN'21 INSPEC SVC#293	1,820.00
21	389009000		138169	8/24/2021	JUN21 CONST MGMT#294	1,920.00
21	689009000		138169	8/24/2021	MAY'21 MTA CALL #140	2,000.00
21	079009000		138169	8/24/2021	FEB'21 CON ENG #253	5,930.00
21	079009000		138169	8/24/2021	MAR'21 CON ENG #253	6,095.00
21	011401440		138169	8/24/2021	APR'21 BLDG PLAN CK	7,500.32
21	079009000		138169	8/24/2021	FEB'21 DESIGN/ENG#253	9,125.00
21	079009000		138169	8/24/2021	MAR'21 DESIGN/ENG#253	9,720.00
21	011701105		138169	8/24/2021	JUN'21 18211 ENG SVCS	22,687.13

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$81,523.98
21	011601620	UNISHIELD	138170	8/24/2021	FIRST AID SUP/SCTR	131.64
						\$131.64
21	011701710	WATER CHEMISTS,DIV. OF CCI CHEMICA	138171	8/24/2021	MAY'21 H2O TREATMENT	200.00
						\$200.00

Report Total 117,880.79

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City of South El Monte

Date: 9/8/2021

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011401430	MORE SERVICES	138057	7/26/2021	C-WIDE PROP218 MAIL'G	5,175.00
						\$5,175.00

Report Total 5,175.00

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011701710	BRIANNA BADAR	138096	8/5/2021	PIZZAS-PAINTING CREW	98.06
						\$98.06
22	011701770	JCB FINANCE, PROG. BANK OF THE WES	138098	8/5/2021	AUG'21 TRACTOR LEASE	1,694.67
						\$1,694.67
22	011701730	SAN GABRIEL VALLEY WATER	138099	8/5/2021	6/11-7/13 11016 GOMEZ	25.18
22	011701730		138099	8/5/2021	6/16-7/16 2004 RSMD	25.43
22	011701730		138099	8/5/2021	6/15-7/15NW MERC/SANT	38.05
22	011701730		138099	8/5/2021	6/25-7/27 1341 SANTA	40.35
22	011701730		138099	8/5/2021	6/11-7/13 FARDON/PECK	66.98
22	011701730		138099	8/5/2021	6/15-7/15 2022 CENTRA	71.51
22	011701730		138099	8/5/2021	6/15-7/15 10452 RUSH	83.62
22	011701730		138099	8/5/2021	6/15-7/15 1707 MERCED	89.99
22	011701730		138099	8/5/2021	6/11-7/13 1660 DURFEE	125.94
22	011701730		138099	8/5/2021	6/16-7/16 2218 RSMD	127.18
22	011701730		138099	8/5/2021	6/17-7/19 2620 RSMD	127.81
22	011701730		138099	8/5/2021	6/17-7/19 2464 RSMD	140.01
22	011701720		138099	8/5/2021	6/15-7/15 1900 CENTRA	140.17
22	011701730		138099	8/5/2021	6/11-7/13 1675 DURFEE	150.01
22	011701730		138099	8/5/2021	6/15-7/15 1652 TYLER	151.08
22	011701730		138099	8/5/2021	6/15-7/15NE MERC/SANT	159.16
22	011701730		138099	8/5/2021	6/15-7/15 1819 MERCED	196.71
22	011601660		138099	8/5/2021	6/15-7/15 LERMA/MILLE	215.13
22	011601670		138099	8/5/2021	6/15-7/15 1819 CENTRA	243.40
22	011701730		138099	8/5/2021	6/11-7/13 1508 PECK	245.68
22	011701730		138099	8/5/2021	6/11-7/13 1628 DURFEE	257.72
22	011601620		138099	8/5/2021	6/15-7/15 1556 CENTRA	271.67
22	011601650		138099	8/5/2021	6/25-7/27 1450 LIDCOM	278.90
22	011601610		138099	8/5/2021	6/15-7/15 1530 CENTRA	299.94
22	011701710		138099	8/5/2021	6/15-7/15 1415 SANTA	308.02
22	011601620		138099	8/5/2021	6/25-7/27 1556 CENTRA	376.44
22	011601610		138099	8/5/2021	6/25-7/27 1530 CENTRA	444.31
22	011601630		138099	8/5/2021	6/15-7/15 1824 CENTRA	461.50
22	011701710		138099	8/5/2021	6/25-7/27 1415 SANTA	797.97
22	011601640		138099	8/5/2021	6/25-7/27 1500 CENTRA	951.58
22	011601670		138099	8/5/2021	6/25-7/27 1819 CENTRA	965.87
22	011601610		138099	8/5/2021	6/15-7/15 1500 CENTRA	1,713.54
22	011601650		138099	8/5/2021	6/25-7/27 1450 LIDCOM	5,208.36
22	011601660		138099	8/5/2021	6/25-7/27 1402 LERMA	5,963.53
						\$20,762.74
22	05	YVETTE CORONA	138097	8/5/2021	GARNISHMENT REIMBURSE	294.55
						\$294.55

City of South El Monte

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Report Total 22,850.02

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	05	CALIFORNIA TEAMSTERS LOCAL 911	138156	8/17/2021	AUG'21 MISC	460.00
22	05		138156	8/17/2021	AUG'21 ADMIN	1,064.00
						\$1,524.00
22	05	NATIONWIDE RETIREMENT SOLUTIONS	138157	8/17/2021	PPE 8/7/21	5,692.50
						\$5,692.50

Report Total 7,216.50

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011511544	JOSE RAZO	138158	8/17/2021	7/4 AUDIO SYS/DJ SVCS	1,600.00
						\$1,600.00

Report Total 1,600.00

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	05	NATIONWIDE RETIREMENT SOLUTIONS	138236	8/31/2021	PPE 8/21/21	5,452.50
						\$5,452.50
22	011701730	SAN GABRIEL VALLEY WATER	138234	8/25/2021	8/1-9/1 1415 SANTA	69.87
22	011701730		138234	8/25/2021	8/1-9/1 1900 CENTRAL	104.80
22	011701730		138234	8/25/2021	7/12-8/10 1903 DURFEE	132.17
22	011701730		138234	8/25/2021	7/12-8/10 2018 DURFEE	219.92
22	011701730		138234	8/25/2021	7/12-8/10 1926 DURFEE	261.85
22	011701730		138237	8/31/2021	7/13-8/11 THIENE/PKWY	26.43
22	011701730		138237	8/31/2021	7/16-8/16 2004 RSMD	26.43
22	011701730		138237	8/31/2021	7/13-8/11 11016 GOMEZ	26.43
22	011701730		138237	8/31/2021	7/13-8/11 1628 DURFEE	261.85
22	011701730		138237	8/31/2021	7/15-8/13 1556 CENTRA	282.82
22	011701730		138237	8/31/2021	7/13-8/11 1502 PECK	287.01
22	011701730		138237	8/31/2021	7/13-8/11 1222 PECK	295.40
22	011701730		138237	8/31/2021	7/15-8/13 1415 SANTA	316.36
22	011701730		138237	8/31/2021	7/15-8/13 NW MERC/SAN	39.65
22	011701730		138237	8/31/2021	7/15-8/13 2022 CENTRA	66.09
22	011701730		138237	8/31/2021	7/13-8/11 FARDON/PECK	66.09
22	011701730		138237	8/31/2021	7/15-8/13 2000 SANTA	70.29
22	011701730		138237	8/31/2021	7/15-8/13 10452 RUSH	99.64
22	011701730		138237	8/31/2021	7/15-8/13 1707 MERCED	118.68
22	011701730		138237	8/31/2021	7/13-8/11 1660 DURFEE	132.17
22	011701730		138237	8/31/2021	7/16-8/16 2218 RSMD	132.17
22	011701730		138237	8/31/2021	7/19-8/17 2620 RSMD	132.17
22	011701730		138237	8/31/2021	7/15-8/13 1900 CENTRA	137.38
22	011701730		138237	8/31/2021	7/19-8/17 2464 RSMD	144.75
22	011701730		138237	8/31/2021	7/13-8/11 1675 DURFEE	153.14
22	011701730		138237	8/31/2021	7/15-8/13 1652 TYLER	174.11
22	011701730		138237	8/31/2021	7/15-8/13 NE MERC/SAN	174.11
22	011701730		138237	8/31/2021	7/15-8/13 1819 MERCED	196.08
22	011701730		138237	8/31/2021	7/13-8/11 1109 PECK	211.53
22	011701730		138237	8/31/2021	7/15-8/13 LERMA/MILLE	219.92
22	011701730		138237	8/31/2021	7/13-8/11 1710 DURFEE	228.31
22	011701730		138237	8/31/2021	7/13-8/11 1508 PECK	253.46
22	011701730		138237	8/31/2021	7/15-8/13 1819 CENTRA	253.46
22	011701730		138237	8/31/2021	7/15-8/13 1530 CENTRA	320.55
22	011701730		138237	8/31/2021	7/15-8/13 1824 CENTRA	421.19
22	011701730		138237	8/31/2021	7/15-8/13 1500 CENTRA	1,821.69
						\$7,877.97
22	011701730	THE GAS COMPANY	138235	8/25/2021	7/16-8/16 1900 CENTRA	36.89
22	011701730		138235	8/25/2021	7/16-8/16 1450 LIDCOM	63.11
22	011701730		138235	8/25/2021	7/16-8/16 1824 CENTRA	76.99
22	011701730		138235	8/25/2021	7/16-8/16 1530 CENTRA	117.10
22	011701730		138235	8/25/2021	7/16-8/16 1556 CENTRA	163.37
22	011701730		138235	8/25/2021	7/16-8/16 1500 CENTRA	1,098.21
						\$1,555.67

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011511545	THEMATIC PRODUCTIONS CO.	138238	8/31/2021	9/2 SUM CONCERT BAL	1,500.00
						\$1,500.00
22	011301330	WINDSTREAM HOLDINGS, INC	138239	8/31/2021	7/18-8/17 CITY PHONES	5,443.99
						\$5,443.99

Report Total 21,830.13

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount	
22	011301330	ADVANCED MICROCOMPUTING CONCEP	138100	8/10/2021	AUG'21 CLOUD SVCS#502	750.00	
22	011301330		138100	8/10/2021	COPIER SETUP/CONFIG.	1,400.00	
22	011301330		138100	8/10/2021	AUG'21 OFFICE 365	3,578.40	
22	011301330		138100	8/10/2021	AUG'21 MANAGED SVCS	11,340.00	
						\$17,068.40	
22	011511541	ALLIANT INSURANCE SERVICES	138101	8/10/2021	BBALL OPENING DAY INS	290.00	
						\$290.00	
22	011301310	AMAZON CAPITAL SERVICES, INC	138102	8/10/2021	OFFICE PEN/FINANCE	12.45	
22	011001050		138102	8/10/2021	CITY PHONE CHARGER/HR	19.62	
22	448008010		138102	8/10/2021	DRIVER PHONES MOUNT	20.92	
22	011601640		138102	8/10/2021	POOL TILE SCRUBBER	29.76	
22	011601640		138102	8/10/2021	POOL TILE SCRUBBER	30.86	
22	011701720		138102	8/10/2021	CALENDARS/OFFICE SUP	43.42	
22	011701710		138102	8/10/2021	BANKER BOXES/CHALL	71.65	
22	011701720		138102	8/10/2021	OFFICE SUPPLIES	82.99	
22	011601640		138102	8/10/2021	POOL SIGNS & SUPPLIES	114.73	
22	011501530		138102	8/10/2021	OFFICE SUPPLIES/SCTR	185.16	
						\$611.56	
22	01		ANA GABRIELA ANGEL	138103	8/10/2021	WK11 SUMMER CAMP RFND	50.00
						\$50.00	
22	011301330	AT&T	138104	8/10/2021	6/15-7/14 BAN 1034756	46.37	
22	011301330		138104	8/10/2021	6/15-7/14 BAN 1037026	0.04	
22	011301330		138104	8/10/2021	6/22-7/21 BAN 1034752	22.32	
22	011301330		138104	8/10/2021	6/28-7/27 BAN 1034753	23.40	
22	011301330		138104	8/10/2021	6/15-7/14 BAN 1034755	23.47	
						\$115.60	
22	011701770	AUTOZONE	138105	8/10/2021	#95 RPLC PCV VALVE	43.18	
22	011701770		138105	8/10/2021	#95 RPLC BRAKE PADS	55.03	
22	011701770		138105	8/10/2021	#95 RPLC DISTRIBUTOR	127.00	
22	011701770		138105	8/10/2021	#95 CAR PARTS RPLC	313.40	
22	011701770		138105	8/10/2021	BATTERY RETURN	-189.07	
22	011701770		138105	8/10/2021	OIL FILTER RETURN	-3.03	
22	011701770		138105	8/10/2021	H2O OUTLET GASKET RTN	-1.61	
22	011701770		138105	8/10/2021	#95 T-STAT GASKET	1.71	
22	011701770		138105	8/10/2021	GATE REMOTE BATTERIES	25.89	
						\$372.50	
22	011501515	BLANCA M. FIGUEROA	138122	8/10/2021	JUL'21 PATRIOTIC MTG	100.00	
						\$100.00	
22	011511542	CALIFORNIA DESIGNS	138110	8/10/2021	BOXING STAFF UNIFORMS	146.00	
						\$146.00	
22	011301460	CITY OF DOWNEY	138111	8/10/2021	FY21/22 ADMIN FEES	2,888.81	
22	011301460		138111	8/10/2021	FY21/22 LICENSE ADMIN	9,095.00	
22	011301460		138111	8/10/2021	FY21/22 ANIMAL CONTRL	51,324.00	
						\$63,307.81	

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22	011511545	COLD DUCK	138112	8/10/2021	8/19 SUMMER CONCERT	1,600.00
						\$1,600.00
22	011001050	CONCENTRA	138114	8/10/2021	NEW HIRE PHYSICALS	412.00
						\$412.00
22	01	DARLEEN HOLGUIN	138128	8/10/2021	7/31 MVD DEPOSIT RFND	50.00
						\$50.00
22	011501515	DAVID DEL RIO	138116	8/10/2021	JUL'21 PATRIOTIC MTG	100.00
						\$100.00
22	011301330	DE LAGE LANDEN	138117	8/10/2021	FY21/22PROP TAX/ADMIN	493.53
22	011301330		138117	8/10/2021	AUG'21 COPIER LEASE	4,451.90
						\$4,945.43
22	063003020	DRIFTWOOD DAIRY, INC	138118	8/10/2021	7/22 BREAD NUTR PRGM	3.51
22	063003020		138118	8/10/2021	7/13 MILK/NUTR PRGM	13.61
22	063003020		138118	8/10/2021	7/15 MILK/BREAD NUTR	20.02
22	063003020		138118	8/10/2021	7/26 MILK/BREAD NUTR	21.93
22	063003020		138118	8/10/2021	7/19 MILK/BREAD NUTR	23.68
22	063003020		138118	8/10/2021	7/12 MILK/BREAD NUTR	23.68
22	063003010		138118	8/10/2021	7/22 BREAD NUTR PRGM	31.62
22	063003010		138118	8/10/2021	7/13 MILK/NUTR PRGM	122.58
22	063003010		138118	8/10/2021	7/15 MILK/BREAD NUTR	184.00
22	063003010		138118	8/10/2021	7/26 MILK/BREAD NUTR	197.38
22	063003010		138118	8/10/2021	7/19 MILK/BREAD NUTR	213.20
22	063003010		138118	8/10/2021	7/12 MILK/BREAD NUTR	213.20
						\$1,068.41
22	011501530	EL MONTE PRINTING	138119	8/10/2021	BUSINESS CARD-W.CAYCO	22.05
22	448008010		138119	8/10/2021	BUSINESS CARD-W.CAYCO	22.05
						\$44.10
22	011511544	EL MONTE UNION HIGH SCHOOL DISTRICT	138120	8/10/2021	4TH JULY H.S. USE	216.00
						\$216.00
22	011601610	EWING IRRIGATION	138121	8/10/2021	RECLAIMED H2O ID/CCTR	105.63
22	011601620		138121	8/10/2021	RECLAIMED H2O ID/SCTR	105.63
22	011601640		138121	8/10/2021	RECLAIMED H2O ID/POOL	105.63
22	011701710		138121	8/10/2021	RECLAIMED H2O ID/CHAL	105.64
22	011601660		138121	8/10/2021	SPRINKLER RPR SUPPLY	217.76
22	011601660		138121	8/10/2021	IRRIGATION RPR/SHIVLY	281.86
22	011601660		138121	8/10/2021	IRRIGATION RPR/SHIVLY	305.52
						\$1,227.67
22	011701770	GOT PROPANE INC	138125	8/10/2021	FORKLIFT PROPANE	41.35
						\$41.35
22	011701710	GRAINGER	138126	8/10/2021	RESTROOM EXHAUST FAN	92.78
						\$92.78
22	011701720	GRANT'S TRUE VALUE HARDWARE	138127	8/10/2021	MOP HEADS/YARD	10.99
22	011701720		138127	8/10/2021	CAMERA SUP/YARD	23.29

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011701720	GRANT'S TRUE VALUE HARDWARE...	138127	8/10/2021	CAMERA UPGRADE SUP	36.28
22	011701720		138127	8/10/2021	SPRAY PAINT/HOOKS	75.77
						\$146.33
22	063003020	HUNTINGTON CULINARY	138129	8/10/2021	7/20-7/23 FRZN MEALS	206.50
22	063003020		138129	8/10/2021	7/13-7/16 FRZN MEALS	206.51
22	063003020		138129	8/10/2021	7/6-7/9 FRZN MEALS	206.51
22	063003010		138129	8/10/2021	4TH OF JULY LUNCH	672.00
22	063003010		138129	8/10/2021	7/20-7/23 FRZN MEALS	5,693.51
22	063003010		138129	8/10/2021	7/13-7/16 FRZN MEALS	5,714.34
22	063003010		138129	8/10/2021	7/6-7/9 FRZN MEALS	5,714.34
						\$18,413.71
22	011701710	INDUSTRIAL PIPE & STEEL	138130	8/10/2021	BASE PUMP REPAIR/SUP	154.66
22	011701720		138130	8/10/2021	SQUARE TUBING/SCTR	5.39
22	011701720		138130	8/10/2021	CAMERA INSTALL TOOLS	17.64
						\$177.69
22	011601610	INNER-COOL CORP	138131	8/10/2021	AC UNITS REPAIR/CCTR	509.50
						\$509.50
22	01	JAZMIN GONZALEZ	138124	8/10/2021	SUMMER CAMP REFUND	200.00
						\$200.00
22	011701760	JCL TRAFFIC SERVICES	138132	8/10/2021	(10)5GAL YELLOW PAINT	853.45
						\$853.45
22	011401410	JEFFREY MICHAEL ORTIZ	138140	8/10/2021	JUL'21 PC MEETING	150.00
						\$150.00
22	011407020	JOE MARTINEZ	138137	8/10/2021	2021 BOOT ALLOWANCE	163.70
						\$163.70
22	011601620	JOHNSTONE SUPPLY	138133	8/10/2021	FRIDGE#4 TEMP CONTROL	105.16
						\$105.16
22	01	KIMBERLY DAO	138115	8/10/2021	SEC#4 SWIM CLASS RFND	80.00
						\$80.00
22	011401410	LARRY RODRIGUEZ	138145	8/10/2021	JUL'21 PC MEETING	150.00
						\$150.00
22	011401440	MAIQUES INSPECTION SERVICE	138136	8/10/2021	JUL'21 INSPECTION SVC	4,844.10
						\$4,844.10
22	011601610	MARTINEZ PUMPING SERVICE, INC	138138	8/10/2021	MAIN LINE CLEAN UP	200.00
						\$200.00
22	011501515	NAOMI LOPEZ	138135	8/10/2021	JUL'21 PATRIOTIC MTG	100.00
						\$100.00
22	011001050	OFFICE DEPOT	138139	8/10/2021	OFFICE CHAIR	330.50
						\$330.50
22	011001050	PAULINE BOURNE	138109	8/10/2021	LIVE SCAN REIMBURSE	20.00
						\$20.00

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22	011501515	PETER BARELA	138106	8/10/2021	JUL'21 PATRIOTIC MTG	100.00
						\$100.00
22	011601610	POST ALARM SYSTEMS	138141	8/10/2021	AUG'21 ALARM SVC CCTR	39.25
22	011601620		138141	8/10/2021	AUG'21 ALARM SVC SCTR	39.25
22	011601630		138141	8/10/2021	AUG'21 ALARM SVC MCTR	39.25
22	011601640		138141	8/10/2021	AUG'21 ALARM SVC AQUA	39.25
22	011601650		138141	8/10/2021	AUG'21 ALARM SVC NTP	39.25
22	011601670		138141	8/10/2021	AUG'21 ALARM SVC MVD	39.25
22	011701710		138141	8/10/2021	AUG'21 ALARM SVC CHAL	39.25
22	011701720		138141	8/10/2021	AUG'21 ALARM SVC YARD	39.25
22	011601610		138141	8/10/2021	JUL'21 ALARM SVC CCTR	39.25
22	011601620		138141	8/10/2021	JUL'21 ALARM SVC SCTR	39.25
22	011601630		138141	8/10/2021	JUL'21 ALARM SVC MCTR	39.25
22	011601640		138141	8/10/2021	JUL'21 ALARM SVC AQUA	39.25
22	011601650		138141	8/10/2021	JUL'21 ALARM SVC NTP	39.25
22	011601670		138141	8/10/2021	JUL'21 ALARM SVC MVD	39.25
22	011701710		138141	8/10/2021	JUL'21 ALARM SVC CHAL	39.25
22	011701720		138141	8/10/2021	JUL'21 ALARM SVC YARD	39.25
						\$628.00
22	011601620	QUENCH USA, INC.	138142	8/10/2021	ANNUAL MTNC CHARGE	10.00
22	011601620		138142	8/10/2021	AUG'21 H2O SYS SCTR	45.42
						\$55.42
22	011701770	RAY'S OK TIRES INC.	138143	8/10/2021	TRACTOR TIRES REPAIR	33.01
22	011701770		138143	8/10/2021	TRACTOR TIRES REPAIR	33.01
						\$66.02
22	011701770	RENT A SPRAY	138144	8/10/2021	PAINT SPRAYER/PARTS	523.69
						\$523.69
22	011401410	RUBY YEPEZ	138155	8/10/2021	JUL'21 PC MEETING	150.00
						\$150.00
22	011401410	RUDY BOJORQUEZ	138108	8/10/2021	JUL'21 PC MEETING	150.00
						\$150.00
22	011501515	RUDY LOPEZ	138134	8/10/2021	JUL'21 PATRIOTIC MTG	100.00
						\$100.00
22	011701760	SOUTHEAST CONSTRUCTION PRODUCT	138146	8/10/2021	RED POWDERED CHALK	38.53
22	011601660		138146	8/10/2021	SAND-GOPHER HOLE/SHIV	63.95
22	011601660		138146	8/10/2021	GOPHER PROF VALVE BOX	10.97
22	011701720		138146	8/10/2021	CRUSHED ROCK/YARD	15.10
22	011601660		138146	8/10/2021	SAND-GOPHER HOLE/SHIV	127.89
22	011601660		138146	8/10/2021	SAND-GOPHER HOLE/SHIV	127.89
22	011601660		138146	8/10/2021	SAND-GOPHER HOLE/SHIV	127.89
22	011601660		138146	8/10/2021	SAND-GOPHER HOLE/SHIV	127.89
22	011601660		138146	8/10/2021	SAND-GOPHER HOLE/SHIV	127.89
22	011601660		138146	8/10/2021	SAND-GOPHER HOLE/SHIV	127.89
22	011601660		138146	8/10/2021	SAND-GOPHER HOLE/SHIV	127.89
22	011701760		138146	8/10/2021	CEMENT BAGS/CITYWIDE	291.88

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22	011701760	SOUTHEAST CONSTRUCTION PRODUCT	138146	8/10/2021	GRAFFITI REMOVAL SUP	333.35
						\$1,521.12
22	011701770	SRS AUTOMOTIVE	138147	8/10/2021	#22 A/C WIRING REPAIR	150.00
						\$150.00
22	011701760	SUNBELT RENTALS, INC.	138148	8/10/2021	7/8 CONCRETE MIX RENT	579.82
						\$579.82
22	011601640	THE ILLINI COMPANIES, INC	138113	8/10/2021	7/8 CHEMICAL DELIVERY	279.58
22	011601640		138113	8/10/2021	7/15 CHEMICAL DELIVER	328.34
						\$607.92
22	011001040	THE SAUCE CREATIVE SERVICES CORP.	138149	8/10/2021	TRASH SVCS FLYER	275.00
22	011001040		138149	8/10/2021	SUMMER CONCERT FLYER	325.00
22	011001040		138149	8/10/2021	AUG'21 NEWSLETTER	4,812.24
						\$5,412.24
22	011511545	THEMATIC PRODUCTIONS CO.	138150	8/10/2021	9/3 CONCERT DEPOSIT	1,500.00
						\$1,500.00
22	011701710	TIME WARNER CABLE	138151	8/10/2021	7/16-8/15 CABLE SVCS	276.98
						\$276.98
22	011301330	TRUSAIC	138123	8/10/2021	AUG'21 ACA MONTHLY	1,000.00
						\$1,000.00
22	011301330	TYLER TECHNOLOGIES, INC.	138152	8/10/2021	TYLER PROJECT MGMT	5,000.00
22	011301330		138152	8/10/2021	MAY21-APR22INCODE WEB	50,729.00
22	011301330		138152	8/10/2021	CHART OF ACCT SET-UP	455.00
						\$56,184.00
22	01	VANESSA BECERRA	138107	8/10/2021	7/24 MVD DEPOSIT RFND	50.00
						\$50.00
22	011701710	WATER CHEMISTS,DIV. OF CCI CHEMICA	138153	8/10/2021	JUL'21 H2O TREATMENT	200.00
22	011701710		138153	8/10/2021	SOLENOID VALVE	351.49
						\$551.49
22	011701740	WAXIE SANITARY SUPPLY	138154	8/10/2021	TRASH LINERS & GLOVES	1,794.78
						\$1,794.78

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22	011511545	ADELAIDE BENAVIDES	138181	8/24/2021	9/2 BAND PERFORMANCE	1,300.00
						\$1,300.00
22	01	ALEX VILLACIS	138227	8/24/2021	BBALL FORFEIT REIMBSE	60.00
						\$60.00
22	011501540	AMAZON CAPITAL SERVICES, INC	138176	8/24/2021	SUMMER CAMP PRGM SUP	359.64
22	011401430		138176	8/24/2021	COMM. DEV. OFFICE SUP	713.75
22	011401440		138176	8/24/2021	BLDG/SFTY DEPT SUP	22.16
22	011401430		138176	8/24/2021	COM. DEV. DEPT SUP	27.39
22	011401430		138176	8/24/2021	OFFICE SUPPLIES	29.02
22	011401430		138176	8/24/2021	COM.DEV. SUP RETURN	-8.04
22	011701720		138176	8/24/2021	EAR PLUGS/LENS WIPES	48.26
22	011701710		138176	8/24/2021	PRINTER CABLE/BUG BAN	48.49
22	011401430		138176	8/24/2021	COMM. DEV. OFFICE SUP	65.60
22	011401430		138176	8/24/2021	COMM. DEV. DEPT SUP	111.27
22	011701740		138176	8/24/2021	COMP BACKUP BATTERIES	140.02
22	011001050		138176	8/24/2021	H.R. DEPT SUPPLIES	241.81
22	011701750		138176	8/24/2021	ELECTROLYTE/FIELD STF	1,391.25
						\$3,190.62
22	011401430	AMERICAN PLANNING ASSOCIATION	138177	8/24/2021	FY21/22 APA MEMBSHP	290.00
						\$290.00
22	011501540	AQUA PURE DRINKING WATER	138178	8/24/2021	DRINK'G H2O MCTR/POOL	17.95
						\$17.95
22	011301330	AT&T	138179	8/24/2021	7/12-8/11 BAN 1067917	46.84
22	011301330		138179	8/24/2021	7/7-8/6 BAN 1034748	23.20
22	011301330		138179	8/24/2021	7/7-8/6 BAN 1034746	23.20
22	011301330		138179	8/24/2021	7/2-8/1 BAN 1034750	23.47
22	011301330		138179	8/24/2021	7/7-8/6 BAN 1034747	23.75
22	011301330		138179	8/24/2021	7/7-8/6 BAN 1034751	26.38
22	011301330		138179	8/24/2021	7/10-8/9 BAN 1051741	436.25
						\$603.09
22	021701760	ATHENS SERVICES	138172	8/24/2021	AUG'21 SWEEPER SVCS	5,831.83
22	021701760		138172	8/24/2021	JUL'21 SWEEPER SVCS	5,831.83
						\$11,663.66
22	011701770	AUTOZONE	138180	8/24/2021	#13 BATTERY CREDIT	-18.00
22	011701770		138180	8/24/2021	#94 TIRE HANDLE RPLC	13.06
22	011701770		138180	8/24/2021	#95 CORE RETURN	-54.02
22	011701770		138180	8/24/2021	BSII CORE RETURN	-18.00
22	011701770		138180	8/24/2021	BSII RPLC BAD BATTERY	152.85
22	011701770		138180	8/24/2021	#13 RPLC BAD BATTERY	180.08
22	011701770		138180	8/24/2021	#95 RPLC POWER BOOST	243.59
22	011701770		138180	8/24/2021	#11 RPLC RAD/TERMOST	245.44
						\$745.00
22	011301330	CALIFORNIA COMMUNICATIONS	138182	8/24/2021	AUG'21 WIRELESS BRIDG	680.00
22	011301330		138182	8/24/2021	JUL'21 WIRELESS BRIDG	680.00

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						\$1,360.00
22	011001060	CALIFORNIA JPIA	138183	8/24/2021	FY21/22 POLLUTION INS	2,021.00
						\$2,021.00
22	011001050	CONCENTRA	138185	8/24/2021	NEW HIRES PHYSICAL	305.00
						\$305.00
22	063003010	COUNTY OF L.A. DEPT PUBLIC HEALTH	138187	8/24/2021	FEEDING SITE ANNL FEE	361.00
						\$361.00
22	011701720	DDC PLUMBING SUPPLY, INC.	138188	8/24/2021	BEAM CLAMBS-CAMERA	41.07
22	011601640		138188	8/24/2021	COPER INSULATION/POOL	59.54
22	011601620		138188	8/24/2021	KITCHEN WATER FILTER	159.47
						\$260.08
22	063003020	DRIFTWOOD DAIRY, INC	138189	8/24/2021	8/5 MILK/BREAD NUTR	6.53
22	063003020		138189	8/24/2021	7/29 BREAD/MILK NUTR	18.89
22	063003020		138189	8/24/2021	8/2 MILK/BREAD NUTR	19.78
22	063003010		138189	8/24/2021	8/5 MILK/BREAD NUTR	58.86
22	063003010		138189	8/24/2021	7/29 BREAD/MILK NUTR	170.00
22	063003010		138189	8/24/2021	8/2 MILK/BREAD NUTR	178.05
						\$452.11
22	011601610	ECOLAB PEST ELIM. DIVISION	138190	8/24/2021	JUL'21 PEST CTRL CCTR	69.18
22	011701720		138190	8/24/2021	JUL'21 PEST CTRL YARD	144.14
22	011701710		138190	8/24/2021	JUL'21 PEST CTRL CHAL	194.39
22	011601620		138190	8/24/2021	JUL'21 PEST CTRL SCTR	261.83
						\$669.54
22	011601670	EL MONTE ORNAMENTAL SUPPLY, INC.	138191	8/24/2021	GRINDING WHEEL/MVD	38.59
						\$38.59
22	011407020	EL MONTE PRINTING	138192	8/24/2021	BUSINESS CARD-TORRES	44.10
						\$44.10
22	011601650	EWING IRRIGATION	138193	8/24/2021	IRRIGATION REPAIR/NTP	285.13
22	011601660		138193	8/24/2021	IRRIGATION RPR/SHIVLY	327.31
22	011601660		138193	8/24/2021	IRRIGATION RPR/SHIVLY	541.32
						\$1,153.76
22	011701750	GARVEY EQUIPMENT COMPANY	138194	8/24/2021	LANDSCAPE BLOWER	287.74
						\$287.74
22	011407020	GOGOVAPPS, INC	138195	8/24/2021	FY21/22 GOENFORCE SUB	4,176.00
						\$4,176.00
22	011701770	GOT PROPANE INC	138196	8/24/2021	FORKLIFT PROPANE	38.52
						\$38.52
22	011601670	GRANT'S TRUE VALUE HARDWARE	138197	8/24/2021	SWING NUTS/BOLTS	30.58
22	011701710		138197	8/24/2021	GREETER DESK SUPPLIES	31.66
22	011701720		138197	8/24/2021	RIVET TOOL FOR CAMERA	45.41
22	011601670		138197	8/24/2021	MOSQUITO REPELLANT	74.73
22	011601610		138197	8/24/2021	TABLE CART RPR SCREWS	21.02

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22	011701710	GRANT'S TRUE VALUE HARDWARE...	138197	8/24/2021	CLEANING SUPPLIES	24.71
22	011701720		138197	8/24/2021	HOLE SAW FOR CAMERA	10.99
22	011701710		138197	8/24/2021	CHALL HALLWAY OUTLET	19.70
						\$258.80
22	011301310	HDL COREN & CONE	138198	8/24/2021	JUL-SEP'21 PROP TAX	2,025.00
						\$2,025.00
22	063003020	HUNTINGTON CULINARY	138199	8/24/2021	7/27-7/30 FRZN MEALS	206.50
22	063003010		138199	8/24/2021	7/27-7/30 FRZN MEALS	5,547.69
						\$5,754.19
22	011701770	HYDRAULICS & GASKETS	138200	8/24/2021	BSII HG PRESSURE HOSE	150.49
						\$150.49
22	011701720	INDUSTRIAL PIPE & STEEL	138201	8/24/2021	CAM BOX ALUM BRACKET	38.26
22	011701720		138201	8/24/2021	YARD GATE RPR SUP	49.49
						\$87.75
22	011601610	INNER-COOL CORP	138202	8/24/2021	#3 RPLC BOARD/RECHARG	760.26
22	011601620		138202	8/24/2021	#10 AC REPAIR/SCTR	1,215.67
						\$1,975.93
22	01	ISABELLA ZAMBRANO	138232	8/24/2021	8/8 MVD DEPOSIT RFND	50.00
						\$50.00
22	011401100	JAMES IXCOY	138203	8/24/2021	2021 BOOT ALLOWANCE	50.00
						\$50.00
22	021701760	JCL TRAFFIC SERVICES	138173	8/24/2021	15 HANDICAP PARK SIGN	324.80
						\$324.80
22	011511545	JOSE RAZO	138216	8/24/2021	9/2SUM CONCERT DJ SVC	600.00
						\$600.00
22	011601640	KNORR SYSTEMS, INC.	138204	8/24/2021	ROTARY FLOW SWITCH	233.01
						\$233.01
22	021701760	L.A. COUNTY DEPT OF PUBLIC WORKS	138174	8/24/2021	1ST QTY ST LIGHT MTNC	63,500.00
						\$63,500.00
22	011601640	L.A. COUNTY FIRE DEPARTMENT	138205	8/24/2021	HAZ WASTE PRGM/POOL	559.00
22	011701710		138205	8/24/2021	HAZ WASTE PRGM/CHALL	1,022.00
22	011601620		138205	8/24/2021	HAZ WASTE PRGM/SCTR	1,818.00
						\$3,399.00
22	011601620	LBC LIGHTING	138206	8/24/2021	2 LIGHTS/SCTR STORAGE	46.19
						\$46.19
22	011401410	LEONELA BARRERA JR	138207	8/24/2021	JUL'21 PC MEETING	150.00
						\$150.00
22	011601610	MARTINEZ PUMPING SERVICE, INC	138208	8/24/2021	MAIN LINE CLEAN UP	225.00
						\$225.00
22	011601660	MISSION FENCE & PATIO BUILDERS	138209	8/24/2021	FENCE RPR SUP/SHIVLEY	1,122.86
						\$1,122.86

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22	011701770	MORENO AUTO BODY REPAIR INC.	138210	8/24/2021	#22 COLOR SAND/BUFF	350.00
22	011701770		138210	8/24/2021	#97 DRIVER DOOR RPR	380.00
						\$730.00
22	011401440	NEFTALI CORTEZ	138186	8/24/2021	JUL'21 FORCLOSURE SVC	460.00
						\$460.00
22	011001040	NEW SIGN SOLUTION, INC.	138211	8/24/2021	DOUBLE SIDE ST BANNER	485.10
22	689009000		138211	8/24/2021	VEH VINYL DECALS #411	1,254.00
						\$1,739.10
22	011501530	OFFICE DEPOT	138213	8/24/2021	SCTR OFFICE SUPPLIES	30.06
22	011201210		138213	8/24/2021	OFFICE SUPPLIES	19.83
22	011201210		138213	8/24/2021	OFFICE SUPPLIES	22.04
22	011201210		138213	8/24/2021	OFFICE SUPPLIES	22.91
22	448008010		138213	8/24/2021	TRANSP OFFICE SUPPLY	30.05
						\$124.89
22	689009000	ONYX PAVING COMPANY INC.	138214	8/24/2021	JUL'21 SHIV/PARK #252	73,150.00
						\$73,150.00
22	011511543	PACIFIC COAST RACE TIMING	138215	8/24/2021	TURKEY DASH DEPOSIT	1,395.00
						\$1,395.00
22	448008010	REGIONAL TAP SERVICE CENTER	138217	8/24/2021	JUL'21 METRO PASS	20.00
						\$20.00
22	011701770	RENT A SPRAY	138218	8/24/2021	PAINT SPRAYER RPR PRT	318.68
						\$318.68
22	011301310	SECTRAN SECURITY INC.	138219	8/24/2021	AUG'21 ARMORED SVCS	145.07
						\$145.07
22	011701710	SMARDAN SUPPLY	138220	8/24/2021	FLUSH VALVE RPR PARTS	67.46
						\$67.46
22	011701720	SOUTHEAST CONSTRUCTION PRODUCT	138221	8/24/2021	UNIFORM GLOVES	14.00
22	011601660		138221	8/24/2021	BLADE FOR WATERMAIN	64.50
22	011701720		138221	8/24/2021	SLAB RPR W/ REBAR	169.17
22	011601660		138221	8/24/2021	CONCRETE MIX-FENCE	192.94
						\$440.61
22	011407020	SPARKLETTS	138222	8/24/2021	JUL'21 WATER CODE	79.61
22	011401100		138222	8/24/2021	JUL'21 WATER P-SFTY	79.62
						\$159.23
22	021701760	ST. FRANCIS ELECTRIC, LLC	138175	8/24/2021	JUL'21 MTNC TRAFFIC	771.00
22	021701760		138175	8/24/2021	JUL'21 CALLOUT SIGNAL	1,962.50
						\$2,733.50
22	448008010	SUPER AUTO COLLISION CENTER INC	138223	8/24/2021	#24 RPR SLIDING DOOR	1,347.46
						\$1,347.46
22	011511543	SWANK MOTION PICTURES, INC	138224	8/24/2021	8/5 NIGHT OUT MOVIE	480.00
						\$480.00

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22	011601640	THE ILLINI COMPANIES, INC	138184	8/24/2021	JUL'21 POOL MTNC	1,331.25
						\$1,331.25
22	011401100	TIFFANY NGUYEN	138212	8/24/2021	2021 BOOT ALLOWANCE	100.00
						\$100.00
22	011301330	TIME WARNER CABLE	138225	8/24/2021	8/7-9/6 INTERNET SVCS	97.97
						\$97.97
22	011301330	TYLER TECHNOLOGIES, INC.	138226	8/24/2021	STATE PROCESS REVIEW	5,590.00
						\$5,590.00
22	011601610	WATERLOGIC AMERICAS, LLC	138228	8/24/2021	AUG'21 WATER SVCS	38.59
						\$38.59
22	011701740	WAXIE SANITARY SUPPLY	138229	8/24/2021	JANITORIAL SUP RETURN	-650.65
22	011701740		138229	8/24/2021	AIR FREASHNER DISPEN	12.67
22	011701740		138229	8/24/2021	RESTRM JANITORIAL SUP	296.12
22	011701740		138229	8/24/2021	LATEX GLOVES #502	1,475.15
						\$1,133.29
22	011601660	WHITTIER FERTILIZER	138230	8/24/2021	TOP SOIL/SHIVLEY	13.78
22	011601660		138230	8/24/2021	TOP SOIL/SHIVLEY	24.26
						\$38.04
22	011701760	WINZER	138231	8/24/2021	GRAFFITI REMOVER	826.04
						\$826.04
22	011701770	ZOOM AUTO PARTS, INC	138233	8/24/2021	#95 RPLC 2 TIRE/ALIGN	400.00
						\$400.00

Report Total 201,856.96

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22	011701710	2010 OFFICE SERVICES, INC	138245	9/14/2021	CHAL CHAMBR UPGE#505	2,281.76
						\$2,281.76
22	011301330	ADVANCED MICROCOMPUTING CONCEP	138246	9/14/2021	CIVIC+ DATA MIGATION	500.00
22	011301330		138246	9/14/2021	CM LAPTOP & CONFIG.	2,456.99
						\$2,956.99
22	011511545	ALLIANT INSURANCE SERVICES	138247	9/14/2021	SUM CONCERT LIAB INSR	475.00
						\$475.00
22	011401100	AMAZON CAPITAL SERVICES, INC	138249	9/14/2021	LAPTOP CHARGER/PSO	41.88
22	011201210		138249	9/14/2021	CITY CLERK OFFICE SUP	18.72
22	011407020		138249	9/14/2021	LAPTOP CHARGER/CODE	20.94
22	011001050		138249	9/14/2021	LACTATION ROOM SUP	23.07
22	011001010		138249	9/14/2021	IPAD PROTECTION CASE	28.64
22	011501530		138249	9/14/2021	OFFICE SUPPLIES	50.15
22	011001040		138249	9/14/2021	CAMERA BATTERY	54.86
22	011401430		138249	9/14/2021	COM. DEV. DEPT SUPPLY	56.63
22	011511542		138249	9/14/2021	TRASH BAG/DISINF SPRY	73.31
22	011301310		138249	9/14/2021	FINANCE DEPT. SUP	76.03
22	011501530		138249	9/14/2021	DONATION ENVELOP #505	77.10
22	011501530		138249	9/14/2021	SEPTEMBER CRAFT ITEMS	77.21
22	011001010		138249	9/14/2021	PRINTER CARTRIDGE	83.67
22	011001010		138249	9/14/2021	COUNCIL OFFICE SUP	84.65
22	011501530		138249	9/14/2021	SEPT CRAFT SUPPLIES	90.26
22	011001010		138249	9/14/2021	ADJ STANDING DESK	103.45
22	011501540		138249	9/14/2021	AWARD RIBBON-AQUATICS	141.59
22	011001010		138249	9/14/2021	MAYOR OFFICE FRAMES	156.76
22	011001040		138249	9/14/2021	CAMERA EQUIPMENTS	167.20
22	011701710		138249	9/14/2021	MOSQUITOS TRAPS/CHALL	170.40
22	011501530		138249	9/14/2021	MONITOR STAND/PROTECT	218.20
22	011001010		138249	9/14/2021	LACTATION PILLOW/MASK	251.02
22	363603600		138310	9/14/2021	HOMELESS CARE SUPPLY	142.95
						\$2,208.69
22	011501540	AQUA PURE DRINKING WATER	138250	9/14/2021	DRINKING WATER/POOL	25.93
22	011701720		138250	9/14/2021	8/24 DRINK'G H2O/YARD	85.78
						\$111.71
22	011501520	AREA D	138251	9/14/2021	FY21/22 MEMBERSHIP	1,043.10
						\$1,043.10
22	011301330	AT&T	138252	9/14/2021	7/15-8/14 BAN 1037026	0.01
22	011301330		138252	9/14/2021	7/22-8/21 BAN 1034752	22.18
22	011301330		138252	9/14/2021	7/15-8/14 BAN 1034755	23.32
22	011301330		138252	9/14/2021	7/15-8/14 BAN 1034748	46.07
						\$91.58
22	011701770	AUTOZONE	138253	9/14/2021	#95 CORE RETURN	-22.00
22	011701770		138253	9/14/2021	#19 CORE RETURN	-22.00
22	011701770		138253	9/14/2021	GARAGE 2.5T FLOORJACK	173.94
22	011701770		138253	9/14/2021	#95 RPLC BAD BATTERY	184.49

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22	011701770	AUTOZONE...	138253	9/14/2021	#19 RPLC BAD BATTERY	196.01
22	011701770		138253	9/14/2021	GARAGE 3T FLOOR JACK	206.35
						\$716.79
22	011001050	BAUDVILLE, INC	138255	9/14/2021	AWRD PLAQUE-YRS SVCS	105.75
						\$105.75
22	011601620	BUTLER CHEMICALS, INC.	138258	9/14/2021	DISHWASHER CHEM/SCTR	149.70
						\$149.70
22	011001060	CALIFORNIA JPIA	138259	9/14/2021	FY21/22 WKS/COMP PRGM	228,414.00
22	011001060		138259	9/14/2021	FY21/22 LIABILITY PRGM	275,808.00
						\$504,222.00
22	011201210	CALIFORNIA NEWSPAPERS PARTNERSH	138295	9/14/2021	NOTICE ORDINANCE#1253	173.00
22	011201210		138295	9/14/2021	7/23NOTICE ORDIN#1253	194.00
22	011201210		138295	9/14/2021	STATEWIDE INFRA PRGM	290.00
22	011201210		138295	9/14/2021	PLHA PUBLISH NOTICE	392.00
22	011201210		138295	9/14/2021	LEVY SEWER NOTICE	488.00
22	011201210		138295	9/14/2021	LEVY SEWER NOTICE	992.00
						\$2,529.00
22	011701770	CHEPES'S MUFFLER	138261	9/14/2021	#99 RPR EXHAUST LEAK	440.00
						\$440.00
22	011001050	CONCENTRA	138263	9/14/2021	NEW HIRE PHYS-K.PONCE	206.00
22	011001050		138263	9/14/2021	PHYSICAL-L.CALZADILLA	206.00
22	011001050		138263	9/14/2021	PHYSICAL-E.RODRIGUEZ	206.00
22	011001050		138263	9/14/2021	RANDOM DRUGTEST-CAYCO	45.00
						\$663.00
22	011601640	COUNTY OF L.A. DEPT PUBLIC HEALTH	138264	9/14/2021	21/22POOL HLTH PERMIT	1,020.00
						\$1,020.00
22	011701720	DDC ELECTRIC SUPPLY, INC.	138265	9/14/2021	CAMERA BOX/CONNECTORS	45.42
22	011701720		138265	9/14/2021	CAMERA PROJECT SUP	282.54
22	011701720		138265	9/14/2021	CAMERA PJT ELECT SUP	105.43
						\$433.39
22	011601620	DDC PLUMBING SUPPLY, INC.	138266	9/14/2021	DRAINLINE RPR/SCTR	13.51
22	011701720		138266	9/14/2021	SEAL PLUMBERS PUTTY	41.61
22	011601640		138266	9/14/2021	POOL WATER FAUCETS	431.87
						\$486.99
22	011001050	DEPT. OF JUSTICE-ACCOUNTING OFFICE	138267	9/14/2021	JUL'21 FINGERPRINT	160.00
						\$160.00
22	063003020	DRIFTWOOD DAIRY, INC	138268	9/14/2021	8/19 MILK/BREAD NUTR	12.21
22	063003020		138268	9/14/2021	8/12 MILK/BREAD NUTR	12.83
22	063003020		138268	9/14/2021	8/26 BREAD/MILK NUTR	12.83
22	063003020		138268	9/14/2021	8/23 MILK/BREAD NUTR	22.17
22	063003020		138268	9/14/2021	8/9 MILK/BREAD NUTR	23.68
22	063003020		138268	9/14/2021	8/16 MILK/BREAD NUTR	24.82
22	063003010		138268	9/14/2021	8/19 MILK/BREAD NUTR	109.93

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22	063003010	DRIFTWOOD DAIRY, INC...	138268	9/14/2021	8/12 MILK/BREAD NUTR	115.53
22	063003010		138268	9/14/2021	8/26 BREAD/MILK NUTR	115.53
22	063003010		138268	9/14/2021	8/23 MILK/BREAD NUTR	199.58
22	063003010		138268	9/14/2021	8/9 MILK/BREAD NUTR	213.20
22	063003010		138268	9/14/2021	8/16 MILK/BREAD NUTR	223.41
						\$1,085.72
22	011401430	DUDEK	138269	9/14/2021	6/26-7/30 HOUSING ELE	33,615.39
						\$33,615.39
22	011701710	ECOLAB PEST ELIM. DIVISION	138270	9/14/2021	8/20 SPEC FOGG'G/CHAL	600.00
22	011601610		138270	9/14/2021	AUG'21 PEST CTRL CCTR	69.18
22	011701720		138270	9/14/2021	AUG'21 PEST CTRL YARD	144.14
22	011601620		138270	9/14/2021	8/21 SPEC FOGG'G/SCCTR	750.00
22	011601610		138270	9/14/2021	8/21 SPEC FOGG'G/CCTR	750.00
22	011701710		138270	9/14/2021	AUG'21 PEST CTRL CHAL	194.39
22	011601620		138270	9/14/2021	AUG'21 PEST CTRL SCTR	261.83
						\$2,769.54
22	01	ERIC BANOS	138254	9/14/2021	8/21 MVD DEPOSIT RFND	50.00
						\$50.00
22	011601670	EWING IRRIGATION	138271	9/14/2021	SPRINKLER HEAD/MVD	121.20
22	011601650		138271	9/14/2021	SPRINKLERS/NTP	198.56
22	011701750		138271	9/14/2021	STOCK IRRIGATION PART	209.58
22	011601650		138271	9/14/2021	BASEBALL FIELD PAINT	392.08
22	011601650		138271	9/14/2021	SPRINKLER HEAD RPR	436.93
						\$1,358.35
22	01	FRANK ALMANZA	138273	9/14/2021	8/14 MVD DEPOSIT RFND	50.00
						\$50.00
22	011601650	GARVEY EQUIPMENT COMPANY	138274	9/14/2021	POOL VACUUM SVCS	47.06
22	011701750		138274	9/14/2021	HEDGE TRIMMER/BLADE	175.81
22	011701750		138274	9/14/2021	RPP FULE FILTER/CHOK	180.63
22	011701750		138274	9/14/2021	RPLC BLADES/MINOR SVC	200.33
22	011701750		138274	9/14/2021	RPLC CLUTCH/PLUG/OIL	251.79
22	011701750		138274	9/14/2021	RPLC ADJUSTER/BLADES	407.56
						\$1,263.18
22	011501540	GILBERTO HERRERA	138276	9/14/2021	LIFGUARD CERT REIMB	82.50
						\$82.50
22	063003020	HUNTINGTON CULINARY	138277	9/14/2021	8/10-8/13 FRZN MEALS	165.20
22	063003020		138277	9/14/2021	8/3-8/6 FRZN MEALS	165.20
22	063003020		138277	9/14/2021	8/24-8/27 FRZN MEALS	165.20
22	063003020		138277	9/14/2021	8/17-8/20 FRZN MEALS	206.50
22	063003010		138277	9/14/2021	8/3-8/6 FRZN MEALS	5,477.67
22	063003010		138277	9/14/2021	8/10-8/13 FRZN MEALS	5,816.19
22	063003010		138277	9/14/2021	8/24-8/27 FRZN MEALS	6,008.80
22	063003010		138277	9/14/2021	8/17-8/20 FRZN MEALS	6,048.00
						\$24,052.76

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22	011601610	INNER-COOL CORP	138278	9/14/2021	RPLC THERMOSTAT/CCTR	49.75
						\$49.75
22	021701760	JCL TRAFFIC SERVICES	138240	9/14/2021	STREET CURB PAINTS	1,245.05
22	011701760		138279	9/14/2021	NEIGHBOR WATCH SIGN	229.87
22	011701760		138279	9/14/2021	(10) STREET SIGNS	347.40
22	011701760		138279	9/14/2021	CROSSWALK PAINT/BEADS	641.25
						\$2,463.57
22	011401410	JEFFREY MICHAEL ORTIZ	138284	9/14/2021	AUG'21 PC MEETING	150.00
						\$150.00
22	011001050	KATHLEEN J. PONCE	138288	9/14/2021	LIVE SCAN REIMBURSE	20.00
						\$20.00
22	011401430	LA COUNTY REGISTRAR RECORDER/C-CL	138257	9/14/2021	NEGATIVE DECLAR FILIN	2,555.25
						\$2,555.25
22	011401410	LARRY RODRIGUEZ	138292	9/14/2021	AUG'21 PC MEETING	150.00
						\$150.00
22	011501540	LAUREN HERNANDEZ	138275	9/14/2021	AUG'21 ZUMBA CLASS	304.50
						\$304.50
22	011401410	LEONELA. BARRERA JR	138280	9/14/2021	AUG'21 PC MEETING	150.00
						\$150.00
22	363603600	LESAR DEVELOPMENT CONSULTANTS	138311	9/14/2021	JUL'21 HOMELESS PLAN	675.00
						\$675.00
22	011001050	LUIS CALZADILLA	138260	9/14/2021	LIVE SCAN REIMBURSE	20.00
						\$20.00
22	011401440	MAIQUES INSPECTION SERVICE	138281	9/14/2021	8/2-9/2/21 INSPEC SVC	6,639.48
						\$6,639.48
22	011401430	NEW SIGN SOLUTION, INC.	138282	9/14/2021	COM DEV PERMIT SIGNS	170.88
22	011401440		138282	9/14/2021	COM DEV PERMIT SIGNS	170.89
						\$341.77
22	011501530	OFFICE DEPOT	138283	9/14/2021	CABINET DRAWER	29.87
22	011501530		138283	9/14/2021	OFFICE SUPPLIES/SCTR	33.41
						\$63.28
22	011701710	PACIFIC CIRCUIT BREAKERS	138285	9/14/2021	CIRCUIT BREAKERS	160.97
						\$160.97
22	011511545	PARTY PRONTO	138286	9/14/2021	CONCERT EQUIP RENTAL	1,082.00
						\$1,082.00
22	011407020	PHOENIX GROUP INFORMATION SYSTEM	138287	9/14/2021	JUL'21 CODE CITES SVC	184.50
22	011401100		138287	9/14/2021	JUL'21 PSO CITATION	2,988.72
22	689009000		138287	9/14/2021	CITE PRINTER UPGD#411	5,635.23
						\$8,808.45
22	011601620	POST ALARM SYSTEMS	138289	9/14/2021	SVCS REQUEST/SCTR	285.83
22	011701710		138289	9/14/2021	SVCS REQUEST/CHALL	165.00

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22	011601630	POST ALARM SYSTEMS...	138289	9/14/2021	SVCS REQUEST/MCTR	165.00
22	011601610		138289	9/14/2021	SEP'21 ALARM SVC CCTR	39.25
22	011601620		138289	9/14/2021	SEP'21 ALARM SVC SCTR	39.25
22	011601630		138289	9/14/2021	SEP'21 ALARM SVC MCTR	39.25
22	011601640		138289	9/14/2021	SEP'21 ALARM SVC AQUA	39.25
22	011601650		138289	9/14/2021	SEP'21 ALARM SVC NTP	39.25
22	011601670		138289	9/14/2021	SEP'21 ALARM SVC MVD	39.25
22	011701710		138289	9/14/2021	SEP'21 ALARM SVC CHAL	39.25
22	011701720		138289	9/14/2021	SEP'21 ALARM SVC YARD	39.25
						\$929.83
22	011201210	QUALITY CODE PUBLISHING	138290	9/14/2021	REPRINT/PUB MUNI CODE	662.50
						\$662.50
22	011601620	QUENCH USA, INC.	138291	9/14/2021	SEP'21 H2O SYS SCTR	59.96
						\$59.96
22	011401410	RUBY YEPEZ	138309	9/14/2021	AUG'21 PC MEETING	150.00
						\$150.00
22	011401410	RUDY BOJORQUEZ	138256	9/14/2021	AUG'21 PC MEETING	150.00
						\$150.00
22	011001020	SGV CITY MANAGERS' ASSOCIATION	138293	9/14/2021	FY21/22 MEMBERSHIP	55.00
						\$55.00
22	021701760	SOUTHEAST CONSTRUCTION PRODUCT	138241	9/14/2021	ASPHALT-2028 CENTRAL	98.67
22	011701750		138294	9/14/2021	GENERAL MTNC SUPPLIES	71.83
22	011701760		138294	9/14/2021	GRAFFITI REMOVAL SUP	85.61
						\$256.11
22	448008010	SPRINT	138296	9/14/2021	7/12-8/11 GPS TRACKIN	197.50
22	011301330		138296	9/14/2021	7/12-8/11 GPS TRACKIN	648.57
						\$846.07
22	021701760	SUNBELT RENTALS, INC.	138242	9/14/2021	8/4 CONCRETE MIX RENT	328.23
22	021701760		138242	9/14/2021	8/6 CONCRETE MIX RENT	355.61
22	011701760		138297	9/14/2021	8/12CONCRETE MIX RENT	403.83
22	011701760		138297	9/14/2021	8/19CONCRETE MIX RENT	403.83
						\$1,491.50
22	011401100	SUPERIOR COURT OF CA, COUNTY OF L	138298	9/14/2021	JUL'21 CITATION PROCS	6,654.00
						\$6,654.00
22	011501540	SUPERIOR WAREHOUSE GROCERS	138299	9/14/2021	STF TRAIN'G H2O/PRIZE	138.41
						\$138.41
22	011601640	THE ILLINI COMPANIES, INC	138262	9/14/2021	AUG'21 PPOL MTNC	887.50
22	011601640		138262	9/14/2021	7/27 CHEMICAL DELIVER	186.53
22	011601640		138262	9/14/2021	8/3 CHEMICAL DELIVERY	186.53
22	011601640		138262	9/14/2021	8/24 CHEMICAL DELIVER	203.19
22	011601640		138262	9/14/2021	7/20 CHEMICAL DELIVER	221.06
22	011601640		138262	9/14/2021	7/22 CHEMICAL DELIVER	233.17
22	011601640		138262	9/14/2021	7/7 CHEMICAL DELIVERY	233.17

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22	011601640	THE ILLINI COMPANIES, INC...	138262	9/14/2021	8/12 CHEMICAL DELIVER	233.17
22	011601640		138262	9/14/2021	8/24 CHEMICAL DELIVER	233.17
22	011601640		138262	9/14/2021	8/3 CHEMICAL DELIVERY	289.33
22	011601640		138262	9/14/2021	8/10 CHEMICAL DELIVER	315.34
22	011601640		138262	9/14/2021	8/17 CHEMICAL DELIVER	318.59
22	011601640		138262	9/14/2021	7/1 CHEMICAL DELIVERY	365.57
22	011601640		138262	9/14/2021	7/27 CHEMICAL DELIVER	406.36
						\$4,312.68
22	011001040	THE SAUCE CREATIVE SERVICES CORP.	138300	9/14/2021	CONCERT FLYR UPDT#505	175.00
22	011001040		138300	9/14/2021	SB1383 RECYCLE FLYER	225.00
22	011001040		138300	9/14/2021	ILLEGAL FIREWRK FLYER	350.00
22	011001040		138300	9/14/2021	SEPT'21 NEWSLETTER	4,812.24
						\$5,562.24
22	011701710	TIME WARNER CABLE	138301	9/14/2021	8/16-9/15 CABLE SVCS	276.98
						\$276.98
22	011401440	TRANSTECH ENGINEERING, INC.	138302	9/14/2021	JUN'21 BLDG PLAN CK	10,130.96
22	011401440		138302	9/14/2021	MAY'21 BLDG PLAN CK	14,994.64
						\$25,125.60
22	011301310	TRUSAIC	138272	9/14/2021	SEPT'21 ACA MONTHLY	1,000.00
						\$1,000.00
22	011301330	TYLER TECHNOLOGIES, INC.	138303	9/14/2021	8/11 ACCT SEG MAPPING	130.00
22	011301330		138303	9/14/2021	CHART OF ACCT MAPPING	520.00
						\$650.00
22	011101170	ULINE	138304	9/14/2021	CROSSING GUARD VESTS	64.37
						\$64.37
22	011601620	UNISHIELD	138305	9/14/2021	FIRST AID SUP/SCTR	65.82
22	011601640		138305	9/14/2021	FIRST AID SUP/POOL	289.33
22	011701720		138305	9/14/2021	FIRST AID SUP/YARD	724.64
22	011601610		138305	9/14/2021	FIRST AID SUP/CCTR	203.00
22	011701710		138305	9/14/2021	FIRST AID SUP/CHALL	281.66
						\$1,564.45
22	021701760	UNISON SUPPLY, INC.	138243	9/14/2021	ST MEDIAN WEED KILLER	766.39
						\$766.39
22	01	VACCO INDUSTRIES, INC.	138306	9/14/2021	8/19 GYM DEPOSIT RFND	500.00
						\$500.00
22	021701760	VULCAN MATERIALS COMPANY	138244	9/14/2021	ASPHALT FOR STREETS	208.85
22	021701760		138244	9/14/2021	ASPHALT FOR STREETS	558.47
						\$767.32
22	011701710	WATER CHEMISTS,DIV. OF CCI CHEMICA	138307	9/14/2021	AUG'21 H2O TREATMENT	200.00
						\$200.00
22	011701740	WAXIE SANITARY SUPPLY	138308	9/14/2021	BATH TISSUE/DISPENSER	68.80
						\$68.80

City of South El Monte

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
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Report Total 660,309.12

City Manager

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011401430	CALPERS RETIREMENT	5071	7/28/2021	ARREARS ADMIN FEE-IAN	500.00
22	05		5072	7/28/2021	JUL'21 COUNCIL 27216	115.49
22	05		5073	7/28/2021	6/27-7/10 PLAN 23047	2,173.06
22	05		5073	7/28/2021	6/27-7/10 PLAN 685	9,140.37
22	05		5073	7/28/2021	6/27-7/10 PLAN 27216	9,524.61
22	05		5084	8/9/2021	7/11-7/24 PLAN 23047	2,200.55
22	05		5084	8/9/2021	7/11-7/24 PLAN 685	9,289.01
22	05		5084	8/9/2021	7/11-7/24 PLAN 27216	9,689.00
22	011301310		5096	8/17/2021	GASB 68 REPORT-685	350.00
22	011301310		5096	8/17/2021	GASB 68 REPORT-27216	350.00
22	011301310		5096	8/17/2021	GASB 68 REPORT-23047	350.00
22	05		5097	8/17/2021	PPE 8/7/21 PLAN 23047	2,200.55
22	05		5097	8/17/2021	PPE 8/7/21 PLAN 685	9,317.44
22	05		5097	8/17/2021	PPE 8/7/21 PLAN 27216	10,177.50
						\$65,377.58
22	05	DEPARTMENT OF THE TREASURY	5085	8/9/2021	PPE 7/24/21 MED	6,289.38
22	05		5085	8/9/2021	PPE 7/24/21 FEDERAL	25,473.70
22	05		5085	8/9/2021	PPE 7/24/21 FICA	26,892.46
22	05		5086	8/9/2021	PPE 7/24/21 MED	5,441.88
22	05		5086	8/9/2021	PPE 7/24/21 FEDERAL	18,496.13
22	05		5086	8/9/2021	PPE 7/24/21 FICA	23,268.46
22	05		5087	8/9/2021	PPE 8/7/21 MED	162.70
22	05		5087	8/9/2021	PPE 8/7/21 FICA	695.64
22	05		5087	8/9/2021	PPE 8/7/21 FEDERAL	887.10
22	05		5098	8/17/2021	PPE 8/21/21 FEDERAL	4.44
22	05		5098	8/17/2021	PPE 8/21/21 MED	5.70
22	05		5098	8/17/2021	PPE 8/21/21 FICA	24.36
22	05		5099	8/17/2021	PPE 8/7/21 MED	5,762.40
22	05		5099	8/17/2021	PPE 8/7/21 FEDERAL	18,708.27
22	05		5099	8/17/2021	PPE 8/7/21 FICA	24,638.60
22	05		5113	8/25/2021	PPE 8/21/21 MED	5,566.54
22	05		5113	8/25/2021	PPE 8/21/21 FEDERAL	17,749.19
22	05		5113	8/25/2021	PPE 8/21/21 FICA	23,801.08
						\$203,868.03
22	011511542	ELAN FINANCIAL SERVICES	5089	8/9/2021	BOX'G GLOVE/WRAP/ROPE	1,019.81
22	011501530		5089	8/9/2021	CROSS STICHING FLYER	2.99
22	011001040		5089	8/9/2021	ADOBE PHOTOSHOP SUB	9.99
22	011701710		5089	8/9/2021	SGV NEWS SUBSCRIPTION	10.00
22	011001050		5089	8/9/2021	GIFT CARDS-PANELISTS	10.00
22	011001050		5089	8/9/2021	GIFT CARDS-PANELISTS	10.00
22	011001050		5089	8/9/2021	GIFT CARDS-PANELISTS	10.00
22	011501530		5089	8/9/2021	5/3-8/3 CRICUT ACCESS	10.81
22	011701710		5089	8/9/2021	LA TIMES SUBSCRIPTION	15.96
22	011001010		5089	8/9/2021	6/22 COUNCIL MTG MEAL	18.52
22	011001010		5089	8/9/2021	IPHONE SUP-COUNCIL	20.95
22	011001010		5089	8/9/2021	IPOD INSURANCE-ANGEL	24.99
22	011001050		5089	8/9/2021	GIFT CARDS-PANELISTS	30.00

City of South El Monte

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011001010	ELAN FINANCIAL SERVICES...	5089	8/9/2021	IPHONE SUP-COUNCIL	31.97
22	011001010		5089	8/9/2021	IPHONE SUP-COUNCIL	38.59
22	011501530		5089	8/9/2021	BINGO ACTIVITY SUPPLY	42.50
22	011501540		5089	8/9/2021	PIZZA-SUMMER CAMP	43.33
22	011301330		5089	8/9/2021	JUN'21 HOTSPOT-CM	50.00
22	011001010		5089	8/9/2021	ICSC REGIST.-OLMOS	50.00
22	011001010		5089	8/9/2021	ICSC REGIST.-ANGEL	50.00
22	011001010		5089	8/9/2021	ICSC REGIST.-ACOSTA	50.00
22	011301330		5089	8/9/2021	JUL'21 HOTSPOT-CM	50.00
22	011301330		5089	8/9/2021	COPIER TRANSLATE APP	50.00
22	011001020		5089	8/9/2021	ICSC CONVENTION REG.	50.00
22	011301330		5089	8/9/2021	5/3-6/2 CITY CELL SVC	4,238.75
22	011501540		5089	8/9/2021	AFTER SCH PGM TV RNFD	-594.12
22	011701710		5089	8/9/2021	6/21-6/22 ZOOM CONF.	2.58
22	011501530		5089	8/9/2021	OUTDOOR BINGO FLYER	2.99
22	011301330		5089	8/9/2021	JUL'21 HOTSPOT-DALGAD	55.00
22	011001050		5089	8/9/2021	AQUA RECRUIT JOB POST	75.00
22	011501540		5089	8/9/2021	LIFEGUARDS EQUIPMENT	87.91
22	011501540		5089	8/9/2021	PROGRAM SUPPLIES	98.00
22	011001010		5089	8/9/2021	ICSC MEMBSHP-G.OLMOS	100.00
22	011001010		5089	8/9/2021	IPHONE SUP-COUNCIL	104.74
22	011001010		5089	8/9/2021	6/22 COUNCIL MTG MEAL	115.76
22	011201210		5089	8/9/2021	NOTARY SUPPLIES	175.00
22	011501540		5089	8/9/2021	PIZZA-AQUA STF TRAIN	185.13
22	011201210		5089	8/9/2021	NOTARY TRAINING	196.90
22	011301330		5089	8/9/2021	JUN21 HOTSPOT-COUNCIL	200.00
22	011301330		5089	8/9/2021	JUL21 HOTSPOT-COUNCIL	200.00
22	011301330		5089	8/9/2021	COPIER MCSOFT 365 APP	208.00
22	011301330		5089	8/9/2021	COPIER ONEDRIVE APP	208.00
22	011201210		5089	8/9/2021	NOTARY BOND/PHOTO/SUP	291.87
22	011511544		5089	8/9/2021	7/4 FOOD GIVEAWAY SUP	311.31
22	011701710		5089	8/9/2021	6/23-7/22 ZOOM CONF.	319.90
22	011511541		5089	8/9/2021	SWIM TEAM UNIFORMS	357.50
22	011501540		5089	8/9/2021	AFTER SCH PRGM TABLE	439.82
22	011501515		5089	8/9/2021	PATRIOTIC SUPPLIES	593.55
22	011501540		5089	8/9/2021	SUM CAMP CLASSROOM TV	623.01
22	011001020		5089	8/9/2021	ED. SUMMIT-R.BARBOS	650.00
22	011001020		5089	8/9/2021	ED. SUMMIT-R.SALAS	650.00
22	011001010		5089	8/9/2021	ED. SUMMIT-R.ANGEL	650.00
22	011001010		5089	8/9/2021	ED. SUMMIT-G.OLMOS	650.00
22	011001010		5089	8/9/2021	ED. SUMMIT-M.ACOSTA	650.00
22	011511544		5089	8/9/2021	7/4 FOOD GIVEAWAY	749.25
22	011501530		5089	8/9/2021	HORIZONTAL TOWER/RACK	759.69
						\$15,055.95
22	05	EMPLOYMENT DEVELOPMENT DEPT.	5090	8/9/2021	PPE 7/24 STATE WTHD'G	9,125.93
22	05		5091	8/9/2021	PPE 7/24 TNG WTHD'G	25.59
22	05		5091	8/9/2021	PPE 7/24 STATE WTHD'G	5,512.43

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount	
22	05	EMPLOYMENT DEVELOPMENT DEPT....	5091	8/9/2021	PPE 7/24 UITAX WTHD'G	947.11	
22	05		5092	8/9/2021	PPE 8/7 STATE WTHD'G	337.01	
22	05		5100	8/17/2021	PPE 8/21 STATE WTHD'G	0.21	
22	05		5101	8/17/2021	PPE 8/7 TNG WTHD'G	33.44	
22	05		5101	8/17/2021	PPE 8/7 UITAX WTHD'G	1,111.18	
22	05		5101	8/17/2021	PPE 8/7 STATE WTHD'G	5,478.62	
22	05		5114	8/25/2021	8/21/21 TNG WTHD'G	26.74	
22	05		5114	8/25/2021	8/21/21 UITAX WTHD'G	791.64	
22	05		5114	8/25/2021	8/21/21 STATE WTHD'G	5,414.43	
						\$28,804.33	
22	011701710	HOME DEPOT CREDIT SERVICES	5105	8/25/2021	BOXES/BOX TAPES	55.25	
22	011501540		5105	8/25/2021	STORAGE BINS/AFT SCHL	76.52	
22	011701720		5105	8/25/2021	CAMERA UPGRADES	92.95	
22	011701720		5105	8/25/2021	CAMERA INSTALL SUP	95.65	
22	011601650		5105	8/25/2021	PAINT & PAINTERS TAPE	262.37	
22	011601640		5105	8/25/2021	SWIMM'G POOL CHEMICAL	263.44	
22	011601620		5105	8/25/2021	EMERGENCY SUP/SCTR	270.86	
22	011701760		5105	8/25/2021	DUCT TAPE/STAPLES	294.05	
22	011701720		5105	8/25/2021	FAN LIGHT SWITCH	10.06	
22	011701720		5105	8/25/2021	YARD IMPROVEMENT SUP	10.38	
22	011701710		5105	8/25/2021	PLYWOOD-DOOR VENT	25.53	
22	011701720		5105	8/25/2021	YARD CAMERAS SUP	29.53	
22	011701720		5105	8/25/2021	YARD CAMERAS SUP	32.52	
22	011701720		5105	8/25/2021	CABLE TIE	37.21	
22	011701710		5105	8/25/2021	WALL COMPOUND/PAINT	39.43	
22	011511543		5105	8/25/2021	REBAR TO HOLD UP SIGN	52.17	
						\$1,647.92	
22	011501530	SAM'S CLUB DIRECT	5093	8/9/2021	SCTR SUPPLIES	58.44	
22	011501540		5093	8/9/2021	SUMMER CAMP SUPPLIES	148.44	
22	011501540		5093	8/9/2021	SUMMER CAMP SNACKS	176.22	
22	011501540		5093	8/9/2021	SUMMER CAMP SNACKS	233.15	
22	011501540		5093	8/9/2021	SUMMER CAMP SUPPLIES	259.22	
						\$875.47	
22	011601610	SOUTHERN CALIFORNIA EDISON	5094	8/9/2021	6/16-7/15 1530 CENTRA	2,061.25	
22	011601620		5095	8/9/2021	6/16-7/15 1556 CENTRA	1,835.58	
22	021701760		5103	8/25/2021	2/23-7/21 9465 GARVEY	83.54	
22	021701760		5104	8/25/2021	6/10-7/31 ST LIGHTS	1,704.69	
22	011701730		5106	8/25/2021	6/16-7/15 1415 SANTA	1,403.86	
22	011701730		5107	8/25/2021	7/16-8/15 1530 CENTRA	2,339.05	
22	011701730		5108	8/25/2021	7/16-8/15 1415 SANTA	1,229.59	
22	011701730		5109	8/25/2021	6/16-7/15 1824 CENTRA	1,230.08	
22	011701730		5109	8/25/2021	5/17-6/15 1824 CENTRA	-18.74	
22	011701730		5110	8/25/2021	7/16-8/15 1824 CENTRA	1,173.22	
22	011701730		5111	8/25/2021	7/16-8/15 1556 CENTRA	1,947.59	
22	021701760		5116	9/1/2021	7/22-8/19 9465 GARVEY	35.27	
						\$15,024.98	

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	05	STANDARD INSURANCE	5074	7/28/2021	JUL'21 LIFE & AD&D	1,042.39
22	05		5075	7/28/2021	JUL'21 LIFE AD&D SUPP	396.95
						\$1,439.34
22	05	STANDARD INSURANCE D2	5076	7/28/2021	JUL'21 DENTAL	5,746.12
						\$5,746.12
22	05	STATE DISBURSEMENT UNIT	5102	8/17/2021	PPE 8/7 CASE 0980438	150.00
22	05		5102	8/17/2021	PPE 8/7 CASE 1457313	603.50
22	05		5102	8/17/2021	PPE 8/7 CASE 2135289	646.15
22	05		5115	8/25/2021	PPE 8/21 CASE 0980438	150.00
22	05		5115	8/25/2021	PPE 8/21 CASE 1457313	603.50
22	05		5115	8/25/2021	PPE 8/21 CASE 2135289	646.15
						\$2,799.30
22	021701760	US BANK VOYAGER FLEET SYS	5083	8/9/2021	5/24-6/24 TAX EXEMPT	-182.93
22	021701760		5083	8/9/2021	5/24-6/24VEHICLE FUEL	4,446.56
22	021701760		5117	9/1/2021	6/24-7/24VEHICLE FUEL	5,002.44
						\$9,266.07
22	011501540	WALMART COMMUNITY/GECRB	5112	8/25/2021	SUMMER CAMP SUPPLIES	41.88
22	011501540		5112	8/25/2021	SUNSCREEN/AQUA CENTER	100.58
22	011511543		5112	8/25/2021	EVENTS RAFFLE PRIZE	127.47
22	011501540		5112	8/25/2021	SUMMER CAMP SUPPLIES	128.01
						\$397.94
22	05	WASHINGTON NATIONAL INSURANCE CO	5077	7/28/2021	JUL'21 LIFE INSURANCE	1,493.74
						\$1,493.74

Report Total 351,796.77

City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 21-50, APPROVING AMENDMENT NO. 6 TO THE COUNTY OF LOS ANGELES COMMUNITY AND SERVICES AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM SERVICES FOR FISCAL YEAR 2021-2022

SUMMARY: This Amendment will increase the allocated baseline funding from \$216,000 to \$273,033 resulting in an increase of \$57,033 for Fiscal Year (FY) 2021-22 only. The \$57,033 will be allocated through supplemental California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-51, approving Amendment No. 6 and authorizing the City Manager, or her designee, to execute the same.

FISCAL IMPACT: Amendment No. 6 will bring the total cost to an amount not-to-exceed \$273,033 for FY 2021-2022, an increase from FY 2020-21 Maximum Annual Subaward Sum. This will include \$250,333 from Title III C-1, \$22,000 from Title III C-2 and \$1,000 from Title III B. The additional \$57,033 funding does not require a cash match. The increase is not budgeted in the current FY 2021-2022 budget. The new funds will be included in the first upcoming budget amendment.

DISCUSSION: On July 1, 2020, a one-year agreement between the County of Los Angeles through its Department of Workforce Development, Aging and Community Services (the “County”) and the City of South El Monte (the “City”) was entered into to assist with the funding for the City’s Elderly Nutrition Program Services (the “Agreement”).

The City has provided lunch meals to seniors over the age of 60 and disabled individuals through the Congregate Meals Program and Home-Delivered Meals Program (collectively “Programs”) for more than 20 years. The Elderly Nutrition Program is administered under the guidelines of the Federal Older Americans Act, which offers

meals that meet USDA dietary guidelines and are offered at the Senior Center and to home-bound individuals. Although the Programs do not require participants to pay for meals, a donation ranging between \$1.75 – \$3.00 per meal is appreciated.

The County contributes to the City's Elderly Nutrition Program Services, which, offers lunch meals to seniors and provides an important opportunity for social contact and targets seniors most in need. The Congregate Meals Program serves meals in a group setting at the South El Monte Senior Center and meals are coordinated with other social services such as transportation, educational presentations, health screenings, recreation and wellness programs. This valuable program not only delivers a daily nutritious meal, but also serves as a mechanism to check up on the client, thereby providing an additional safety inspection and furthering the ability for him or her to continue to age in place.

At the request of Los Angeles County Department of Workforce Development, Aging and Community Services (WDACS) and in response to the California Safer at Home Initiative, the Congregate Meal Program has been suspended. The Home-Delivered Meals Program has been extended to serve every eligible South El Monte senior citizen age sixty (60) years and above. The Agreement along with all approved amendments will allow these key services to continue while complying with the requirements of the Safer at Home Initiative.

On October 13, 2020, the City Council approved an amendment ("Amendment No. 1") to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$79,000, to increase the baseline funding from \$209,000 to \$288,000 during Fiscal Year 2020-21 only.

On October 27, 2020, the City Council approved an amendment ("Amendment No. 2") to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$21,000, to increase the baseline funding from \$288,000 to \$309,000 during Fiscal Year 2020-21 only.

On November 2020, the City council approved an amendment ("Amendment No. 3") to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$95,000, to increase the baseline funding from \$309,000 to \$404,000 during Fiscal Year 2020-21 only.

On March 23, 2021, the City Council approved an amendment ("Amendment No. 4") to the Agreement to allocate supplemental California Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding in the amount of \$65,000, increasing the baseline funding from \$404,000 to \$469,000 during FY 2020-21 only.

On June 22, 2021, the City Council approved amendment ("Amendment No.5") to the Agreement to allocate Older Americans Act (OAA) baseline funding in the amount of \$216,000 for the Elderly Nutrition Program during FY 2021-22 only.

The Amendment No. 6 would do the following: (1) allocate supplemental California Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding in the amount of \$57,033, increasing the baseline funding from \$216,000 to \$273,033 during FY 2021-22 only, which shall be reimbursed to the City in exchange for additional defined and contracted ENP Title III C-1 and C-2 Services to be provided by the City during FY 2021-22; (2) reflect updates to Service delivery and other

changes previously communicated to the City in response to the COVID-19 pandemic, which required the parties to take immediate actions to remedy the impact on Services during this emergency; and (3) provide for the other miscellaneous changes.

Staff report was prepared by Andrés González, Senior Services Supervisor.

ATTACHMENT(S):

- A. Resolution No. 21-50
- B. ENP Allocation Letter
- C. Amendment No. 6

ATTACHMENT A

RESOLUTION NO. 21-50

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 6 TO THE COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM SERVICES FOR FISCAL YEAR 2021-2022

WHEREAS, on June 23, 2020, the City Council approved an elderly nutrition program agreement with the County of Los Angeles through its Department of Workforce Development, Aging and Community and Senior Services (“County”) for County Funding for the City of South El Monte’s Elderly Nutrition Program (“Agreement”). The Agreement was for a one-year term commencing July 1, 2020 through June 30, 2021; and

WHEREAS, on October 13, 2020, the City Council approved an amendment (“Amendment No. 1”) to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$79,000, to increase the baseline funding from \$209,000 to \$288,000 during Fiscal Year 2020-21 only.

WHEREAS, on October 27, 2020, the City Council approved an amendment (“Amendment No. 2”) to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$21,000, to increase the baseline funding from \$288,000 to \$309,000 during Fiscal Year 2020-21 only.

WHEREAS, on November 10, 2020, the City Council approved an amendment (“Amendment No. 3”) to the Agreement to allocate Supplemental Federal Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$95,000, to increase the baseline funding from \$309,000 to \$404,000 during Fiscal Year 2020-21 only.

WHEREAS, on March 23, 2021, the City Council approved an amendment (“Amendment No. 4”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$65,000, to increase the baseline funding from \$404,000 to \$469,000 during fiscal year 2020-21 only.

WHEREAS, on June 22, 2021, the City Council approved amendment (“Amendment No. 5”) to the Agreement to allocate Older Americans Act (“OAA”) baseline funding in the amount of \$216,000 for the Elderly Nutrition Program during FY 2021-22 only.

WHEREAS, the City and County determined that an amendment (“Amendment No. 6”) to the Agreement is necessary to the Agreement to allocate supplemental California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$57,033, to increase the baseline funding from \$216,000 to \$273,033 during fiscal year 2021-22 only.

WHEREAS, the City Council now desires to approve Amendment No. 6 to the Agreement to: (1) allocate supplemental California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$57,033, increasing the baseline funding from \$216,000 to \$273,033 during FY 2021-22 only, which shall be reimbursed to the City in exchange for additional defined and contracted ENP Title III C-1 and C-2 Services to be provided by the City during FY 2021-22; (2) reflect updates to Service delivery and other changes

previously communicated to the City in response to the COVID-19 pandemic, which required the parties to take immediate actions to remedy the impact on Services during this emergency; and (3) provide for the other changes set forth in Amendment No. 6, which is attached to the staff report accompanying this Resolution as Attachment C.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The City Council hereby authorizes and directs the City Manager or her designee to execute Amendment No. 6 in substantially the form attached as Attachment C to the September 14, 2021 staff report accompanying this Resolution. The Council further directs the City Manager or her designee to take all actions necessary to effectuate Amendment No. 6.

SECTION 3: The City Council hereby authorizes the FY 21-22 Budget Adjustment in the amount of \$57,033 to compensate for the increase in meals rendered during the contract term for FY 21-22.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 14th day of September, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-50 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 14th day of September, 2021 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna Schwartz, City Clerk

ATTACHMENT B



BOARD OF SUPERVISORS

Hilda L. Solis
Holly J. Mitchell
Sheila Kuehl
Janice Hahn
Kathryn Barger

EXECUTIVE LEADERSHIP

Otto Solórzano
Acting Director

Paul Goldman
Contract & Administrative Services

Jose R. Perez
Workforce Development

Lorenza C. Sánchez
Aging & Adult Services

Robin S. Toma
Human Relations

CONTACT INFORMATION

510 S. Vermont Avenue
Los Angeles, CA 90020
WDACS (888-211-0644)
APS hotline (1-877-477-3646)
info@wdacs.lacounty.gov
wdacs.lacounty.gov



July 29, 2021

City of South El Monte
Attention: Ms. Rachel Barbosa
1415 North Santa Anita Avenue
South El Monte, CA 91733

FISCAL YEAR 2020-21 FUNDING REALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Ms. Barbosa:

County of Los Angeles Workforce Development, Aging and Community Services (County) intends to amend City of South El Monte's (Subrecipient's) Elderly Nutrition Program (ENP) Subaward. The Subaward Amendment information is outlined below:

- Purpose: Subrecipient shall utilize unspent balance of Fiscal Year (FY) 2020-21 California Department of Aging (CDA) Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to provide defined and contracted ENP Title III C-1 Services during FY 2021-22.
- Subaward Number: ENP202110
- Amendment Number: Six
- Subaward Term: July 1, 2021 through June 30, 2022
- Total Funding Allocation: \$57,033
- Period Funds are available for use (subject to execution of Amendment): July 1, 2021 through September 30, 2021
- Service Area: Supervisorial District 1
- Funding Source(s) and Service Category(ies) are as follows:

Funding Source	Service Category	Unit Rate	Allocation Amount
CDA CARES Act *	American Meals	\$6.95	\$57,033 ¹
	Ethnic Meals		
FY 2020-21 Funding Reallocation			\$57,033
Baseline Funding (Refer to FY 2021-22 Baseline Funding Allocation Letter)			\$216,000
Subaward Sum Year 2 (SSY2) (FY 2020-21 Funding Reallocation and FY 2021-22 Baseline Funding)			\$273,033

* Indirect costs are not allowable for CDA CARES Act funding

¹ Complete one (1) budget and one (1) MPS for the Allocation Amount.

If you have any questions, please contact Irma Panosian of my staff by phone or e-mail as follows: (323) 336-5426 or ipanosian@wdacs.lacounty.gov.

Thank you.

Carol Domingo

Carol Domingo, Program Manager
Contracts Management Division

ATTACHMENT C

**ELDERLY NUTRITION PROGRAM (ENP)
SUBAWARD NUMBER ENP202110
SUBAWARD PERIOD JULY 2020 – JUNE 2022**

AMENDMENT SIX

This Amendment is made and entered into by and between

**COUNTY OF LOS ANGELES THROUGH ITS DEPARTMENT OF
WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES**
("County" or "WDACS")

County's Business Address
510 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020

and

CITY OF SOUTH EL MONTE
("Contractor" or "Subrecipient")

Subrecipient's Business Address
1415 North Santa Anita Avenue
South El Monte, CA 91733

WHEREAS, reference is made to that certain document entitled "Elderly Nutrition Program (ENP) Subaward Number ENP202110 Subaward Period July 2020 – June 2021" dated July 1, 2020, which is renamed as "Elderly Nutrition Program (ENP) Subaward Number ENP202110 Subaward Period July 2020 – June 2022", and the Amendments thereto (hereafter collectively referred to as "Contract" or "Subaward"); and

WHEREAS, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing Elderly Nutrition Program (ENP) Services, which include serving congregate meals and home-delivered meals as well as conducting telephone reassurance to the older adult population in Los Angeles County (excluding the City of Los Angeles); and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Contract, Subaward, Contractor, Subrecipient, Subcontract, Lower Tier Subaward, Subcontractor and Lower Tier Subrecipient) are used interchangeably throughout this Amendment in order to comply with federal, State, and County regulations; and

WHEREAS, it is the intent of the parties to amend this Subaward to reallocate Fiscal Year (FY) 2020-21 California Department of Aging (CDA) Coronavirus Aid, Relief, and Economic Security (CARES) Act funds in the amount of **\$57,033**, which shall be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Congregate Meal Services as specified herein to be provided by Subrecipient during FY 2021-22; and

WHEREAS, it is the intent of the parties to also amend this Subaward to provide for the other changes set forth herein; and

WHEREAS, the Subaward provides that changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. This Amendment shall commence **upon execution by all parties**.

II. Subparagraph 2.2 is deleted in its entirety and replaced as follows:

2.2 Federal and County Terms

2.2.1 In compliance with the requirements of Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., the following terms shall be used to refer to this Agreement:

2.2.1.1 **Subaward:** Subaward By and Between County of Los Angeles Workforce Development, Aging and Community Services and City of South El Monte for Elderly Nutrition Program (ENP) Services Subaward Number ENP202110 Subaward Period July 1, 2020 – June 30, 2021;

2.2.1.2 **Subrecipient:** The party to this Agreement who is identified as **City of South El Monte**

2.2.1.3 **Lower Tier Subaward:** A third-party agreement; and

2.2.1.4 **Lower Tier Subrecipient:** A third-party

2.2.2 In compliance with County of Los Angeles statutes and Board mandates, the following terms also may be used to refer to this Agreement in certain instances:

2.2.2.1 **Contract:** Subaward By and Between County of Los Angeles Workforce Development, Aging and Community Services and City of South El Monte for Elderly Nutrition Program (ENP) Services Subaward Number ENP202110 Subaward Period July 1, 2020 – June 30, 2021;

2.2.2.2 **Contractor:** The party to this Agreement who is identified as **City of South El Monte**;

2.2.2.3 **Subcontract:** A third-party agreement

2.2.2.4 **Subcontractor:** A third-party

2.2.3 In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward, and Lower Tier Subrecipient are used, then these shall have the meaning provided herein and as noted in Exhibit P (Definitions).

III. Subparagraph 5.1.4 is deleted in its entirety and replaced as follows:

5.1.4 **Subaward Sum Year 2 Funding Source(s)**

5.1.4.1 The Subaward Sum Year 2 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.4.2 Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) original baseline funds

5.1.4.2.1 Subaward Sum: **\$1,000**

5.1.4.2.2 Service Area: Supervisorial District 1

5.1.4.2.3 Period of Performance: July 1, 2021 – June 30, 2022 (consistent with California Department of Aging contract number AP-2122-19)

5.1.4.2.4 Allocation Letter: Fiscal Year 2021-22 Baseline Funding Allocation for Elderly Nutrition Program Services

5.1.4.3 OAA Title III C-1 (Nutrition Services) original baseline funds

- 5.1.4.3.1 Subaward Sum: **\$193,000**
- 5.1.4.3.2 Service Area: Supervisorial District 1
- 5.1.4.3.3 Period of Performance: July 1, 2021 – June 30, 2022 (consistent with California Department of Aging contract number AP-2122-19)
- 5.1.4.3.4 Allocation Letter: Fiscal Year 2021-22 Baseline Funding Allocation for Elderly Nutrition Program Services
- 5.1.4.4 OAA Title III C-2 (Nutrition Services) original baseline funds
 - 5.1.4.4.1 Subaward Sum: **\$22,000**
 - 5.1.4.4.2 Service Area: Supervisorial District 1
 - 5.1.4.4.3 Period of Performance: July 1, 2021 – June 30, 2022 (consistent with California Department of Aging contract number AP-2122-19)
 - 5.1.4.4.4 Allocation Letter: Fiscal Year 2021-22 Baseline Funding Allocation for Elderly Nutrition Program Services
- 5.1.4.5 CDA CARES Act Funds for ENP Congregate Meal Services
 - 5.1.4.5.1 Subaward Sum: **\$57,033**
 - 5.1.4.5.1.1 Subrecipient shall expend these funds before utilizing OAA Title III C-1 (Nutrition Services) funds for ENP Congregate Meal Services
 - 5.1.4.5.2 Service Area: Supervisorial District 1
 - 5.1.4.5.3 Period of Performance: July 1, 2021 – September 30, 2021 (consistent with CDA Program memo No. 20-13 (Corrected) issued on July 16, 2020)
 - 5.1.4.5.4 Allocation Letter: Fiscal Year 2020-21 Funding Reallocation for Elderly Nutrition Program Services

IV. Subparagraph 5.10.4 is deleted in its entirety and replaced as follows:

5.10.4 Federal Award Identification Number (FAIN)

5.10.4.1 July 1, 2020 - June 30, 2021: 2001CAOASS-00; 2001CAOACM-00; 2001CAOAHD-00; 2001CAOANS-00; 2001CACMC2-00; 2001CAHDC2-00; 2001CAHDC3-00; and, SLT0198

5.10.4.2 July 1, 2021- December 31, 2021: 2101CAOASS-01; 2101CAOACM-0; 2101CAOAHD-01; and, 2101CAOANS-01

V. Subparagraph 5.10.7 is deleted in its entirety and replaced as follows:

5.10.7 Amount of Federal Funds Obligated by this Action:

5.10.7.1 Original Subaward: \$209,000

5.10.7.2 Amendment One: \$79,000

5.10.7.2.1 Federal CARES Act Funds: \$15,000

5.10.7.2.2 CDA CARES Act Funds: \$64,000

5.10.7.3 Amendment Two: \$21,000

5.10.7.4 Amendment Three: \$95,000

5.10.7.5 Amendment Four: \$65,000

5.10.7.6 Amendment Five: \$216,000

5.10.7.7 Amendment Six: \$57,033

VI. Subparagraph 5.10.8 is deleted in its entirety and replaced as follows:

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum):

5.10.8.1 Subaward Sum Year 1: \$469,000

5.10.8.2 Subaward Sum Year 2: \$273,033

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Six** to be subscribed on its behalf by the Acting Director of Workforce Development, Aging and Community Services, and the Subrecipient has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient.

COUNTY OF LOS ANGELES

By _____ Date _____
Otto Solórzano, Acting Director
County of Los Angeles
Workforce Development, Aging
and Community Services

SUBRECIPIENT

City of South El Monte
Subrecipient's Legal Name

ENP202110
Subaward Number

By _____ Date _____
Name of Authorized
Representative

Title

Approved as to Form:

Signature

OFFICE OF COUNTY COUNSEL

Rodrigo A. Castro Silva, County Counsel

By _____ Date _____
Name of Authorized
Representative
Lawrence M. Green
Senior Deputy County Counsel

Title

Signature



City Council Agenda Report

Agenda Item No. 7.d.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF THE 2021 "CHRISTMAS WISH TOY GIVEAWAY" EVENT DONATION LETTER, AUTHORIZATION TO INCLUDE THE CITY COUNCILMEMBERS' SIGNATURES, AND THE DISTRIBUTION OF LETTERS TO THE SOUTH EL MONTE BUSINESS COMMUNITY

SUMMARY: The Community Services Department is requesting approval of the 2021 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and the distribution of donation letters to the South El Monte business community.

RECOMMENDED ACTION: Staff recommends City Council approve the 2021 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and the distribution of donation letters to the South El Monte business community.

FISCAL IMPACT: The donation letters have been budgeted in the Fiscal Year 2020/2021 Budget. The estimated total cost associated with the production and distribution of the Toy Giveaway donation letter is \$1,857.00. Please find a chart below detailing the estimated total cost.

Cost Associated with Donation Letters

Cost Description	Units	Amount
Letter Supplies	Paper, Envelopes, Labels	\$1,000.00
Postage	\$0.51 x 1680 businesses	\$857.00
Total Cost		\$1,857.00

DISCUSSION: As the holiday season approaches, expectations in children's hearts begin to rise. The City of South El Monte strives to provide families with the most

entertaining and memorable holiday experience at our annual “Christmas Wish Toy Giveaway” event. Our goal is to enhance morale for the upcoming holiday season by rewarding needy families with joyful activities, a snow play area, and wrapped gifts for all the children in attendance. Contributions from local businesses will be utilized to purchase toys for registered children between the ages of two and thirteen and a warm meal for all attendees.

The 2021 Christmas Wish Toy Giveaway event will be held on Saturday, December 18, 2021 from 12:00 p.m. to 6:00 p.m. at the South El Monte Community Center. Staff anticipates serving 250 South El Monte families. Due to the pandemic, the event is subject to change based on COVID-19 restrictions at the time of the event. In such case, the event will be modified to a drive-thru event if permitted.

ATTACHMENT(S):

- A. 2021 Christmas Wish Toy Giveaway Donation Letter
- B. 2021 Christmas Wish Toy Giveaway Donation Form

ATTACHMENT A



CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
South El Monte, CA 91733
(626) 579-6540



September 28, 2021

Dear Community Partners:

The City of South El Monte strives to provide families with the most entertaining and memorable holiday experience at our annual "Christmas Wish Toy Giveaway" event. Our goal is to enhance morale for the upcoming holiday season by rewarding needy families with joyful activities and gifts for all the children in attendance.

As the holiday season approaches, expectations in the children's hearts begin to rise. The City of South El Monte is seeking assistance from our business community to help spread a bit of holiday cheer to these needy families. Any monetary donation will be appreciated and used to purchase gifts for underprivileged children. We are also accepting any unwrapped, new toy donations that can be dropped off at the South El Monte Community Center located at 1530 Central Avenue.

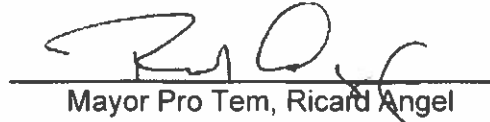
Please save the date of **Saturday, December 18, 2021 from 12:00 p.m. to 6:00 p.m.** for our Annual Christmas Wish Toy Giveaway event. We invite you to come see the joy and happiness your donation brings to our families at the South El Monte Community Center.

On behalf of the City of South El Monte and the underprivileged families of our community, we would like to thank you in advance for your consideration. Should you have any questions regarding the "Christmas Wish Toy Giveaway" or any of the donation process please contact the Recreation Division at (626) 579-2043.

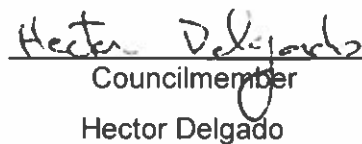
Thank you for your consideration, and we look forward to meeting you at the event.

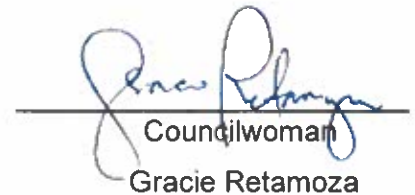
Sincerely,


Mayor, Gloria Olmos


Mayor Pro Tem, Ricard Angel


Councilmember
Manuel Acosta


Councilmember
Hector Delgado


Councilwoman
Gracie Retamoza

ATTACHMENT B



City of South El Monte
Community Services Department



My Company/I wish to donate the following amount for the

"Christmas Wish Toy Giveaway"

Bringing joy to underprivileged families in our community.

Please accept my donation in the amount of:

\$25.00 _____ \$50.00 _____ \$100.00 _____
\$200.00 _____ \$500.00 _____ Other \$ _____

Company Name/ Person Name: _____

Address: _____

Phone: _____

Email: _____

Please Make Checks Payable to:
CITY OF SOUTH EL MONTE
Attention:
South El Monte Christmas Wish
1415 Santa Anita Ave.
South El Monte, CA 9173

Please mail back check and form in a different envelop than the one received in. Thank you.





City Council Agenda Report

Agenda Item No. 7.e.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-51, AMENDING RESOLUTION NO. 20-118, AUTHORIZING APPLICATION FOR CALHOME PROGRAM HOME REHABILITATION FUNDS, EXECUTION OF RELATED DOCUMENTS AND CITY RECEIPT OF FUNDS

SUMMARY: The State of California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) dated August 31, 2020. The City was successfully awarded \$1,000,000 for the Home Rehabilitation program; however, the City was not successful in the second grant request for Mortgage Assistance and Accessory Dwelling Units. HCD is requiring the City to update its previously adopted Resolution to only include the program funds awarded by HCD.

RECOMMENDED ACTION: Staff recommends City Council Adopt Resolution No. 21-51, amending Resolution No. 20-118.

FISCAL IMPACT: None.

DISCUSSION: The City of South El Monte successfully applied on October 30, 2020. The application guidelines require a City Council resolution authorizing the application in the amount funded by HCD. HCD has requested formatting changes to the City's previously adopted Resolution in order to best comply with the State's standards.

Resolution No. 21-51 is amending Council's previously approved Resolution No. 20-118 dated October 27, 2020, and includes the following edits:

1. Title of the resolution
2. The Housing Administrative Manual (HAM) requires the entity submitting the application to identify itself and the type of entity it is, "City of South El Monte."
3. Use Calhome sample resolution template
4. Adjust the dollar amount in resolution to match the awarded amount

ATTACHMENT(S):

- A. Resolution No. 21-51
- B. Resolution No. 20-118

ATTACHMENT A

RESOLUTION NO. 21-51

A RESOLUTION HEREBY AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM

WHEREAS, the City of South El Monte wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, the California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") on **August 31, 2020** for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, the City of South El Monte wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$ 3,300,000.

THE CITY OF SOUTH EL MONTE HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City of South El Monte shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on August 31, 2020 which will request a funding allocation for the following activities:

1. Owner-Occupied Rehabilitation Assistance (including reconstruction and Rehabilitation of Manufactured Housing not on a permanent foundation, and construction, repair, reconstruction, or Rehabilitation of ADUs or JADUs) in the amount of \$1,000,000; and
2. ADU/JADU Assistance (including construction, repair, reconstruction, or Rehabilitation of ADUs or JADUs) in the amount of \$1,100,000; and
3. First Time Homebuyer Program for mortgage assistance for the grant amount of \$1,200,000 located in the City of South El Monte.

SECTION 2. If the application for funding is approved, the City of South El Monte hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of South El Monte acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

SECTION 3. The City Council of the City of South El Monte authorizes the City Manager or her designee to execute in the name of the City of South El Monte the application, the Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

PASSED, APPROVED AND ADOPTED this 14th day of September 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-51 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on the 14th day of September, 2021 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

RESOLUTION NO. 20-118

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING APPLICATION FOR CALHOME PROGRAM FUNDS,
EXECUTION OF RELATED DOCUMENTS AND CITY RECEIPT OF FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (HCD) has issued a Notice of Funding Availability (NOFA) dated **August 31, 2020**, the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, the City Council of the City of South El Monte wishes to submit an application to obtain funding from HCD an allocation of CalHome funds in the amount of \$3,300,000; and

WHEREAS, the City Council of the City of South El Monte seeks to submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on August 31, 2020.

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby authorizes and directs the City Manager or her designee to apply for and submit to HCD, the 2020 CalHome application seeking the amount of \$3,300,000 which will request funding allocation for the following activities:

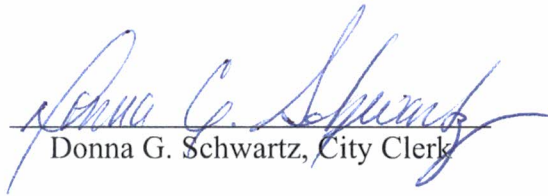
1. Owner-Occupied Rehabilitation Assistance (including reconstruction and Rehabilitation of Manufactured Housing not on a permanent foundation, and construction, repair, reconstruction, or Rehabilitation of ADUs or JADUs) in the amount of \$1,000,000; and
2. ADU/JADU Assistance (including construction, repair, reconstruction, or Rehabilitation of ADUs or JADUs) in the amount of \$1,100,000 located in the City of South El Monte; and
3. First Time Homebuyer Program for mortgage assistance for the grant amount of \$1,200,000.

SECTION 2. In connection with the CalHome grant, if the application is approved by the HCD, the City Manager or her designee is authorized to enter into, execute, and deliver (subject to approval by the City Attorney) a State of California Agreement (Standard Agreement) for the amount of \$3,300,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the CalHome grant, the City's obligations related thereto, and all amendments thereto (collectively, the "CalHome Grant Documents").

PASSED, APPROVED AND ADOPTED this 27th day of October 2020.


Gloria Olmos, Mayor

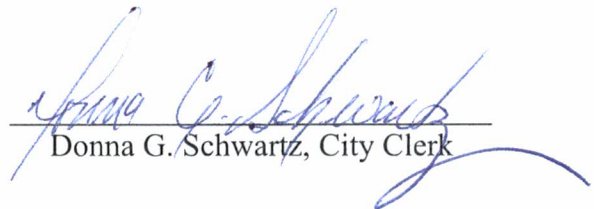
ATTEST:


Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-118 was passed and approved by the City Council of the City of South El Monte, at a special meeting of said Council held on October 27, 2020 and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, Retamoza, and Mayor Olmos
NOES: None
ABSENT: None
ABSTAIN: None


Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.f.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-55, AWARDING ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT RATE AGREEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY (SCE)

SUMMARY: The City of South El Monte is planning to upgrade the City street lights to more energy-efficient lighting. The project, in coordination with Southern California Edison Company (SCE), includes converting the City's street lights from High-Pressure Sodium (HPS) to Light Emitting Diode (LED) lights. The new LED fixtures will provide enhanced lighting at nighttime, and long-term energy and cost savings for the City. The project is anticipated to begin in fall 2021 and be completed by 2024.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-55, approving an LS-1 Option E agreement with SCE for replacement of 41 High Pressure Sodium (HPS) street lights with Light Emitting Diode (LED) street lights; authorizing the City Manager or designee to execute agreement between the City of South El Monte and SCE (Attachment B); and authorizing SCE to replace the remaining 1,401 street lights located within the boundaries of City of South El Monte which are managed by the County of Los Angeles.

FISCAL IMPACT: The overall project cost is rolled into the LS-1 Option E rate. As a result, there is no out-of-pocket cost to the City for the replacement of the street lights. The estimated energy cost savings of the 41 streetlights will amount to \$2,962 annually during the 20-year repayment period; and approximately \$3,986 annually after 20 years.

DISCUSSION: On June 1, 2016 the LS-1 Option E tariff became available to cities for street light LED retrofits. This program allows SCE to replace HPS street lights with no out-of-pocket capital cost to cities. Instead, initial capital costs are amortized through energy cost savings over a 20-year period. The City of South El Monte is planning to participate in the LS-1 Option E program and upgrade the City street lights to more energy-efficient lighting.

There is a total of 1,442 “LS-1 type” street lights throughout the City of South El Monte. The County of Los Angeles pays SCE a monthly facility fee for the cost of electricity and pole maintenance of 1,401 street lights; and the City of South El Monte pays for the other 41 street lights within the city. The City's current annual budget for the 41 lights is approximately \$11,851.

SCE estimated the LED street lighting retrofit overall project costs will be \$20,484 at an approximate cost of \$487 per light. The City will not pay any additional fees to participate in this program. SCE will recover the capital cost of the project over a 20-year period through energy cost savings which will be rolled into the existing rate schedule. The energy cost savings will be greater than the recovery mechanism; therefore, the City will still see a net savings on the energy bill each month.

SCE will use new fixtures that look very similar in design and color to the HPS lights. Any old poles will be upgraded to fiberglass, which have a longer lifespan. Physically, the LED lights will appear very similar to the previous HPS model.

Under this program, any future LED replacement or pole knock-down is covered by SCE.

In summary, the new LED lighting will provide a variety of benefits including:

- Increased energy efficiency
- Longer useful lifespan - they burn out or fail much less frequently than HPS lights
- Reduce light pollution
- Provide higher-quality, directional lighting - light up the street, not the sky or adjacent private properties

Once the LS-1 Option E Agreement is executed, SCE will schedule the upgrade improvements to begin in fall 2021 and be completed by 2024.

The County of Los Angeles recently executed a separate LS-1 Option E Agreement directly with SCE; however, the LED replacement work may only begin after the City of South El Monte provides authorization for such improvements. Upon City approval, SCE will be able to conduct a comprehensive replacement of all 1,442 light fixtures, which is estimated to save the City approximately \$100,000 per year in utility cost.

ATTACHMENT(S):

- A. Resolution 21-55
- B. AB719 LS-1 Option E Agreement

ATTACHMENT A

RESOLUTION NO. 21-55

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE
REPLACEMENT RATE AGREEMENT TO SOUTHERN CALIFORNIA
EDISON COMPANY (SCE)

WHEREAS, the City, in partnership with Southern California Edison (SCE), is planning to upgrade the City street lights from High Pressure Sodium (HPS) to Light Emitting Diode (LED) lights; and

WHEREAS, SCE has agreed to upgrade a total of 41 existing street lights, with an overall project cost of approximately \$20,484; and

WHEREAS, in order to complete the upgrades, the City is required to pay SCE an approximate amount of \$1,024 annually for 20 years from credits generated through the energy cost savings; and

WHEREAS, the City Council now wishes to approve and execute the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AS FOLLOWS:

Section 1. The City Council hereby awards the energy efficiency-light emitting diode (LED) fixture replacement rate agreement with Southern California Edison (SCE).

PASSED, APPROVED AND ADOPTED this 14th day of September 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-55 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said City Council held on the 14th day of September, 2021 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B



Southern California Edison
Rosemead, California (U 338-E)

Original
Cancelling

Cal. PUC Sheet No. 57074-E
Cal. PUC Sheet No.

Sheet 1

SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT
RATE AGREEMENT

Form 14-965

(To be inserted by utility)

Advice 3241-E
Decision 14-10-046

Issued by

R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 30, 2015
Effective Jun 1, 2016
Resolution _____

SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT

This Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement (Agreement), effective this _____ day of _____,

_____ (Effective Date), is entered into between Southern California Edison Company (SCE) and _____, an SCE customer taking service on Schedule LS-1 (Applicant), referred to collectively as "Parties," and individually as "Party." This Agreement provides for SCE, at Applicant's request, to replace the existing street lighting fixtures serving Applicant's premises with Light Emitting Diode (LED) street lighting fixtures to achieve energy efficiency benefits for Applicant, as set forth in Special Condition 14, Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement, of Schedule LS-1.

The Parties agree as follows:

1. LED FIXTURES

SCE shall install, own, operate, and maintain LED Fixtures for Applicant as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The LED Fixtures provided hereunder shall at all times remain the property of SCE.

2. LED FIXTURE REPLACEMENT COSTS

- 2.1 The replacement costs of the LED Fixtures provided hereunder shall be borne by Applicant.
- 2.2 Applicant shall pay the charge for the LED Fixtures Replacement rate, which includes an Energy Efficiency Premium Charge (EEPC) and a Base LED Charge, under Option E of Schedule LS-1. Applicant elects Option E in lieu of an upfront, one-time payment of the replacement costs.
- 2.3 SCE does not guarantee that any energy or bill savings will accrue to Applicant as a result of the LED Fixture replacements.

3. COMMENCEMENT OF SERVICE

The Parties agree that SCE has the right to charge Applicant, and Applicant has an obligation to pay SCE, for the charges set forth in Schedule LS-1, Option E, commencing on the date SCE begins serving the LED Fixtures installed pursuant to this Agreement.

4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective as of the Effective Date and shall continue for a term of twenty (20) years from the commencement of service as specified in Section 3 above (Term).
- 4.2 Applicant may terminate this Agreement at any time during the Term upon a thirty (30) - day advance written notice, provided that Applicant, prior to or within the 30-day advance notice period, assigns the Agreement to any New Party In (NPI) that owns, rents or leases the premises served by the street lighting fixtures replaced under this Agreement and will take service under Option E of Schedule LS-1 effective as of the date of termination; *otherwise*, Applicant shall pay a one-time termination charge equal to the present value of the balance of the EEPC of Option E over the remaining Term. The present value is determined based on SCE's authorized rate of return on rate base, or discounted rate of 7.90%.

**SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT**

5. AMENDMENTS; ASSIGNMENTS

- 5.1 Any changes or amendments to this Agreement must be in writing and must be executed by the Applicant and SCE and, if required, be approved by the California Public Utilities Commission (Commission).
- 5.2 Applicant shall not assign this Agreement without the prior written consent of SCE; provided, however, that Applicant may assign the Agreement pursuant to the terms and conditions of Section 4.2 above, and the NPI must assume all rights and obligations under this Agreement for the remaining Term. Any assignment and assumption shall be in a form acceptable to SCE.

6. NOTICE

Any notice either Applicant or SCE may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered or sent by U.S. certified or registered mail, postage prepaid, to the person designated to receive notice for the other Party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing.

Applicant:

SCE:

(Name)

(Title)

(Address)

(City, State, Zip)

Business Customer Division
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

7. NONWAIVER

The failure of either Party to enforce any of the terms and conditions or to exercise any right or privilege in this Agreement shall not be construed as a waiver of any such term and conditions or rights or privileges, and the same shall continue and remain enforce and effect as if no such failure to enforce or exercise had occurred.

8. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected.

9. APPLICABLE LAWS, RULES, AND REGULATIONS

This Agreement shall be subject to, and interpreted under the laws, rules, decisions and regulations of the State of California, without regard to its conflict of laws principles, the Commission, and SCE's Commission-approved tariffs.

**SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT**

10. CALIFORNIA PUBLIC UTILITIES COMMISSION JURISDICTION

- 10.1 This is a filed form tariff agreement authorized by the Commission for use by SCE. No officer, inspector, solicitor, agent or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or authorized by the Commission. This Agreement is to be used in conjunction with Schedule LS-1 and supplements the terms and conditions of the Applicant's electric service under Schedule LS-1.
- 10.2 This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 10.3 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

11. ENTIRE AGREEMENT

This Agreement, including SCE's Commission-approved tariffs, constitutes the complete agreement and understanding between the Applicant and SCE regarding the LED Fixtures replacement costs. Prior agreements, representations, understandings, whether expressed or implied, and communications, oral or written, between the Applicant and SCE shall not be construed to be a part of this Agreement.

12. AUTHORIZATION SIGNATURE

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

APPLICANT

BY: _____

NAME: _____

TITLE: _____

DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____

NAME: _____

TITLE: _____

DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT

APPLICANT

CUSTOMER ACCOUNT NO.

SERVICE ACCOUNT NO.

(Additional account numbers/addresses may be attached hereto.)

SERVICE ADDRESS

APPLICANT REQUESTED READY TO SERVE DATE

SCE READY TO SERVE DATE _____

DESCRIPTION OF **LED** FIXTURES/SCOPE OF WORK: SPECIFY HOW MANY STREET LIGHTING
FIXTURE REPLACEMENTS ARE BEING REQUESTED AND AGREED TO UNDER THIS
AGREEMENT AND OTHER RELEVANT DETAILS.

W.O. No(s): _____



City Council Agenda Report

Agenda Item No. 8.a.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-52, APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT (CUP NO. 21-07) ALLOWING FOR A TYPE 47 LICENSE FOR ON-SALE OF BEER, WINE, AND DISTILLED SPIRITS IN CONJUNCTION WITH A BONA FIDE EATING ESTABLISHMENT AND OPERATING KARAOKE AT 1725 DURFEE AVENUE AND OPERATING AS KRUDOS

SUMMARY: The applicant, Mike Iniguez ("Applicant"), applied to upgrade their Type 41 on-sale beer and wine license to a Type 47 on-sale general alcohol use ("Project") at 1725 Durfee Avenue, South El Monte, California 91733 ("Property"). The Property consists of one parcel having an area of approximately 19,748 square feet (0.45 acres) and one existing building consisting of three units measuring approximately 3,001, 1,722, and 2,476 square feet. On December 17, 2019, the Planning Commission approved a Conditional Use Permit to allow for a Type 41 on-sale beer and wine license with karaoke as a secondary use to a restaurant. The restaurant has been operating since February 2020 in their current space. Planning Commission approved Resolution No. 21-07 on August 17, 2021 allowing the Applicant to upgrade their Type 41 license to a Type 47 on-sale general alcohol.

RECOMMENDED ACTION:

Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 21-52, approving the decision of the Planning Commission to approve CUP 21-07.

FISCAL IMPACT: No fiscal impact.

DISCUSSION: Council Review

Two members of the City Council requested a review on August 18, 2021. It is the Council's duty to conduct a de novo public hearing and then may: affirm, reverse or modify the commission's decision; remand the matter to the commission; or continue the matter.

Conditional Use Permit (CUP) Modification

In order to grant a CUP, the Commission must make the following finding pursuant to SEMMC Section 17.68.040:

The commission shall find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the city in general.

The parcels directly surrounding the Property are developed as commercial or residential. The operating hours of the business will extend past 10:00 p.m. when the City's noise ordinance becomes more restrictive for residential receiving land uses. Staff believes the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general based on how they have been operating and because of the existing conditions in the resolution, with many of the surrounding parcels being utilized as commercial. A yearly review was conducted on December 15, 2020 that found no disciplinary action or issues had originated from the restaurant. Condition #38 has been updated to bring the Applicant before Planning Commission in six months to conduct a review to verify that the business has been adhering to the imposed conditions. If, for any reason, violations of the noise ordinance or violations of conditions of approval occur, the Planning Commission can bring the project before them for modification or revocation.

Proposed Project

The Applicant would like to enhance the existing restaurant by providing beer, wine, and distilled spirits (ABC License TYPE 47) as secondary uses to the primary restaurant use. The utilization of bar seating is proposed, along with moving seating to include more area on the patio. The upgrade of the license will modify several conditions of approval from the original Resolution No. 19-26, these will include:

6. The sale of beer, and wine, **and distilled spirits** beverages for consumption off the Property is strictly prohibited.
- ~~14. The subject beer and wine license (Type 41 License) shall not be exchanged for any other license without the approval of a Modification to Conditional Use Permit.~~
16. No beer, and wine, **or distilled spirits** shall be consumed on any property adjacent to the licensed premises under control of the licensee.
- ~~17. There shall be no bar or lounge area upon the Property maintained for the purpose of sale, service, or consumption of beer and wine directly to patrons. Beer and wine shall be served by a waiter/waitress. The sale of beer, and wine, and distilled spirits shall be an ancillary service to the primary restaurant use.~~
20. At all times when the Property is open for business the sale and service of beer, and wine, **and distilled spirits** shall be made only in conjunction with the sale and service of food. **No alcohol shall be sold to any guest/patron who does not also purchase food.**
24. The employees who sell or serve alcoholic beverages shall be required to complete a training program in alcoholic beverage compliance, crime prevention techniques, and

handling of violence. For new employees of licensees such training known as **LEAD Responsible Beverage Service (RBS)** training offered by the State Department of Alcoholic Beverage Control must be completed within 30 days of the date of hire. Those already employed shall complete training within 30 days from the date the ABC license is issued.

38. The business shall return for review before the Planning Commission on or about ~~December 2020~~ **February 2022**. The review shall include, but not be limited to, an evaluation of all operating characteristics following the implementation of these conditions. If additional impacts are identified during said review, the Operator shall be responsible for addressing such issues to the satisfaction of the Planning Commission, including the imposition of additional conditions. After said review, at the request of City Staff or the Planning Commission, the business shall return before the Planning Commission for review not more than one time per year.

Code Enforcement and Sheriff Review

Since the last review conducted on December 15, 2020, Code Enforcement and the Sheriff's Department have not received any complaints originating from the project in regards to the sale of alcohol. Upon consulting with Code Enforcement, the only issue that has been noticed are delivery trucks blocking traffic on Durfee Avenue and Thienes Avenue. It is recommended that a new Condition #14 be added to restrict delivery trucks to the designated loading zone shown as "delivery parking" on the site plan.

On-Sale Alcohol

The Applicant would like to enhance the restaurant by providing beer, wine, and distilled spirits to its customers. The sale of beer, wine, and spirits is a secondary use to the primary use, which is the restaurant. The on-sale license will allow the restaurant's customers the opportunity to purchase beer, wine, or distilled spirits with meals. Beer, wine, and distilled spirits will be served by a waiter or waitresses in the dining area, or at the bar area that is being proposed.

ATTACHMENT(S):

- A. Planning Commission Approved Resolution No. 21-07
- B. Relevant Code Sections
- C. Vicinity Map/Aerials
- D. Project Plans
- E. Resolution No. 21-52

ATTACHMENT A

PLANNING COMMISSION

RESOLUTION NO. 21-07

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT (NO. 21-07) ALLOWING FOR A TYPE 47 LICENSE FOR ON-SALE OF BEER, WINE, AND DISTILLED SPIRITS IN CONJUNCTION WITH A BONA FIDE EATING ESTABLISHMENT AND OPERATING KARAOKE AT 1725 DURFEE AVENUE AND OPERATING AS KRUDOS

WHEREAS, Mike Iniguez (“Applicant”), filed an application for a Conditional Use Permit (“CUP”) to sell beer, wine, and distilled spirits as a secondary use to a restaurant and operate karaoke (“Project” or “proposed Project”) located at 1725 Durfee Avenue, South El Monte, CA 91733 (“Property” or “project site”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Sections 17.14.040(E) and 17.53.020, the Project requires Planning Commission review and approval because the Project consists of on-sale beer, wine and spirits in conjunction with a restaurant; and

WHEREAS, Applicant currently has CUP 19-26, per Planning Commission Resolution 19-26, dated December 17, 2019 allowing for the off-sale of beer and wine, along with karaoke; and

WHEREAS, said Resolution 19-26 is hereby rescinded and superseded in its entirety by this Resolution 21-07; and

WHEREAS, a public hearing was held before the Planning Commission on August 17, 2021, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), the proposed Project is categorically exempt from environmental review and a Notice of Exemption has been prepared. The proposed Project qualifies for a Class 1 Categorical Exemption for the Project is proposed to be operated within existing facilities. The criteria is the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The Planning Commission finds that the Project is exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the Department of Community Development and are in the custody of the Director of Community Development.

SECTION 2: A record of the public hearing indicates the following:

A. With regard to the application for a CUP, SEMMC Section 17.68.040 requires that the Planning Commission find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general. State law requires that the Project be compatible with surrounding uses.

B. The General Plan Land Use designation for the Property is “Commercial.” The Zoning Code designation is “C” (Commercial).

C. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired.

D. The operation of the restaurant with the service of beer and wine and karaoke should not become a nuisance to surrounding properties.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated August 17, 2021, which is hereby incorporated into this Resolution 21-07 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project meets the requirements of SEMMC Chapters 17.14 and 17.53 and will not be detrimental to the public health, safety or welfare, nor will it adversely affect property values or the present or future development of the surrounding areas. This is because the Project compatible with the surrounding uses and the Project is subject to conditions of approval which will help ensure that surrounding uses are not adversely impacted by any potential secondary impact that would affect property values or present and future developments.

B. Pursuant to SEMMC Section 17.68.040, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. This is so because the Project will be required to operate in a way that does not negatively impact the area through conditions imposed.

C. As conditioned, the Project represents a quality establishment that will be compatible with surrounding commercial and residential uses, the surrounding area, and the goals of the City. The proposed Project will contribute to the general well-being of the City in that the Project benefits neighboring uses and will be an asset to the surrounding area, as well as to the rest of the City, by offering a use that is not common to the area. As a result, approving this application will not adversely affect the General Plan or the Zoning Ordinance.

D. As conditioned, the proposed Project is consistent with the City’s General Plan. The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- (1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte* by allowing for the expansion of a family restaurant with general alcohol sales as secondary uses;
- (2) Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte” and “create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base.* This will serve the area by providing a unique sit-down restaurant with karaoke that will cater to residents as well as bring in the surrounding population; and

Economic Development Element

- (3) Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte* by allowing the proposed upgraded license not common to the area.

SECTION 4: Based on the aforementioned findings, the Planning Commission hereby **approves** CUP (No 21-07) to operate a restaurant with on-sale beer, wine, and distilled spirits, with karaoke as secondary uses, subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant’s obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City’s choice in representing the City in connection with any such claims, losses, lawsuits or actions, and any award of damages or attorney’s fees in any such lawsuit or action.
2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the Planning Commission’s approval.
3. The approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions.

Planning Conditions

5. Sales, service and consumption of beer and wine shall be permitted only between the hours of 11:00 a.m. to 9:30 p.m. Monday-Wednesday, Thursday and Friday until 1 a.m., and Saturday and Sunday from 8:00 a.m. until 1:00 a.m.
6. The sale of beer, wine, and distilled spirits for consumption off the Property is strictly prohibited.
7. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of food during the same period. The Applicant shall at all times maintain records which reflect separately the gross sales of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to any peace officer, Business License staff member, or Planning Division staff member on demand.
8. No pool or billiard tables may be maintained on the Property.
9. This Conditional Use Permit authorizes only karaoke at the restaurant. No live/amplified music, dancing, or any other activity in the restaurant is permitted unless a Modification to this Conditional Use Permit is approved.
10. Karaoke shall only be allowed four days a week on Thursday through Saturday 7:00 p.m. to 12:30 p.m. and Sunday from 7:00 p.m. to 9:30 p.m. inside the restaurant only.
11. The noise level for the karaoke shall not exceed at any time the level of noise permitted under SEMMC Section 8.20.020 to ensure that the entertainment (karaoke) does not become a nuisance to the City or adjacent properties.
12. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 24 hours of discovery or notice from the City.
13. There shall be no exterior advertising or sign of any kind or type, including advertising directed to the exterior from within, promoting, or indicating the availability of beer and wine. Interior displays of beer and wine or signs clearly visible to the exterior shall constitute a violation of this condition.
14. Deliveries made to the Property shall utilize the designated delivery parking spot in front of 1723 Durfee Avenue, and shall not park in the turn lane on Thienes Avenue or the fire lane on Durfee Avenue.
15. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large discarded items that may have collected in the Property's parking area and public right-of-way.

16. No beer, wine, or distilled spirits shall be consumed on any property adjacent to the licensed premises under control of the licensee.
17. The sale of beer, wine, and distilled spirits shall be an ancillary service to the primary restaurant use.
18. The Applicant shall not permit any loitering on any property adjacent to the Property under control of the licensee(s).
19. At no time shall there be a fee for entrance/admittance into the Property.
20. At all times when the Property is open for business the sale and service of beer, wine, and distilled spirits shall be made only in conjunction with the sale and service of food. No alcohol shall be sold to any guest/patron who does not also purchase food.
21. There shall be no coin operated games maintained on the Property at any time.
22. Food service, with an available menu, shall be available until closing time on each day of operation.
23. The windows of the Property shall not be tinted or covered in any way, which obstructs a clear view of the interior of the Property from the exterior.
24. The employees who sell or serve alcoholic beverages shall be required to complete a training program in alcoholic beverage compliance, crime prevention techniques, and handling of violence. For new employees of licensees such training known as Responsible Beverage Service (RBS) training offered by the State Department of Alcoholic Beverage Control must be completed within 30 days of the date of hire. Those already employed shall complete training within 30 days from the date the ABC license is issued.
25. The Applicant and all operators shall each take all necessary steps to assure the orderly conduct of employees, patrons, and visitors when they are present on the Property.
26. The Applicant shall maintain all required permits and licenses in good standing.
27. At no time shall there be a minimum drink requirement.
28. The sale of alcoholic beverages for consumption off the Property is prohibited. Signs shall be posted at all exits of the Property, which prohibit alcohol beverages from leaving the confines of the Property.
29. Patrons shall not be allowed to bring into the location any alcoholic beverage to be consumed within the establishment.
30. There shall be no pay telephones installed within the enclosed portion of the Property equipped to receive incoming calls. There shall be no new pay phones of any kind installed on the exterior of the Property.

31. The maximum occupancy of the Property shall be prominently posted and monitored at all times.
32. The front of the exterior of the Property, as well as all adjacent parking areas under control of the Applicant, shall be illuminated at all times while the Property is open for business. This shall be done in such a fashion that persons standing outdoors at night are identifiable by law enforcement personnel while balancing the lighting so as not to unreasonably illuminate the window area of nearby businesses.
33. All crimes occurring inside or outside of the location shall be reported to the Sherriff Department at the time of the occurrence.
34. At any time when the Applicant is absent from the Property, a responsible party shall be designated who can facilitate any Sherriff inquiries.
35. In January of each year, the Applicant shall provide a list of no less than three employees who are available 24 hours a day to the Sheriff's Department Records Bureau. The list of names will be used to facilitate a Sheriff's response to the location in the event of an emergency or other problem that requires entry into the location during non-business hours.
35. A copy of the approved resolution shall be kept on the premises at all times and presented to any Sheriff, or Business License, or Planning Staff person.
36. The Applicant understands that any violation of these conditions shall be grounds for the suspension, modification or revocation of the Conditional Use Permit.
37. There shall be no exterior restaurant speakers and no live entertainment outside the restaurant (including the parking lot) unless a Temporary Use Permit (TUP) is obtained from the City.
38. The business shall return for review before the Planning Commission on or about February 2022. The review shall include, but not be limited to, an evaluation of all operating characteristics following the implementation of these conditions. If additional impacts are identified during said review, the Operator shall be responsible for addressing such issues to the satisfaction of the Planning Commission, including the imposition of additional conditions. After said review, at the request of City Staff or the Planning Commission, the business shall return before the Planning Commission for review not more than one time per year.

SECTION 5: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.74.050.

ADOPTED this 17th day of August, 2021.

Chairman, Larry Rodriguez

ATTEST:

Secretary, Angie Hernandez

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Angie Hernandez, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-07 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 17th day of August 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary, Angie Hernandez

ATTACHMENT B

South El Monte, California Municipal Code

Title 17 ZONING

Chapter 17.14 COMMERCIAL ZONE (C)

17.14.010 Intent and purpose.

17.14.020 Permitted uses.

17.14.030 Principal permitted uses.

17.14.035 Residential uses.

17.14.040 Conditional uses.

17.14.045 Secondary uses.

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17.14.070 Minimum lot area.

17.14.080 Maximum building coverage.

17.14.090 Minimum lot width.

17.14.100 Minimum lot depth.

17.14.110 Maximum building height.

17.14.120 Minimum yard requirements.

17.14.130 Accessory buildings and structures.

17.14.140 Access.

17.14.150 Off-street parking and loading.

17.14.160 Loading docks and truck maneuvering.

17.14.170 Vehicle maintenance or repair.

17.14.180 Landscaping.

17.14.190 Fences and walls.

17.14.200 Outdoor storage and operations.

17.14.205 Outdoor display of merchandise for sale.

17.14.210 Exterior lighting facilities.

17.14.220 Refuse enclosures.

17.14.230 Summary C zone.

17.14.010 Intent and purpose.

The intent and purpose of the commercial zone (C) is to provide areas throughout the city in which commercial facilities designed to serve a broad area with a wide range of commercial services may be located. Such zone districts will generally be located along arterial and collector streets and will buffer residential areas from traffic, noise and pollutants. It is the objective of this chapter to achieve development which will be compatible with surrounding uses. (Ord. 822 §1, 1989)

17.14.020 Permitted uses.

No building or structure shall be erected, reconstructed, structurally altered or enlarged, nor shall any building, structure or land be used for any purpose except as provided in this chapter. The following uses shall be permitted in the commercial zone (C). (Ord. 822 §1, 1989)

17.14.030 Principal permitted uses.

When conducted entirely within an enclosed building(s), except for businesses which require operations outside of a building, the following are primary uses permitted within the commercial zone (C). Any permitted use which is located adjacent to, or directly across a public or private street from a residential zone district shall be subject to the development standards contained in Chapters 17.24 through 17.58 of these regulations:

- A. Automobile service stations (minor repairs only) located in excess of five hundred feet of SR-60;
- B. Auto upholstery and auto glass installation located in excess of five hundred feet of SR-60; provided that all activities are to take place within a completely enclosed building with no openings other than required emergency fire exits, facing or adjacent to any residentially zoned property. Such enclosed building shall be of masonry or concrete construction with a ceiling of sound attenuating material installed where such building is located within two hundred feet of any residential zone district;
- C. Health clubs, spas or commercial athletic recreation facilities (handball, racquetball). No alcoholic beverages may be sold or consumed on the premises;

- D. Automotive sales, leasing or rental located in excess of five hundred feet of SR-60;
- E. Carwashes (automatic or manually operated) and auto detail shops located in excess of five hundred feet of SR-60;
- F. Public utility facilities;
- G. Retail businesses;
- H. Business and professional offices;
- I. Business services, including, but not limited to, blueprinting, photostating, stationery stores, office supplies and equipment, janitorial services and commercial printing and duplicating;
- J. Personal services, including, but not limited to, barber and beauty shops, shoe repair, laundry and dry-cleaning pickup points, tailor shops and clothing alterations, radio and TV sales, service and repair;
- K. Banks, savings and loans and other similar financial institutions, including check cashing services;
- L. Retail bakeries, all goods sold at retail, on site;
- M. Restaurants, cafés, cafeterias, and similar eating establishments;
- N. Medical and dental clinics and offices and medical and dental laboratories and associated uses such as ambulance services and pharmacies;
- O. Fortunetelling;
- P. On-site advertising in accordance with Chapter 17.62 of these regulations;
- Q. Accessory buildings and uses normally associated with any permitted use;
- R. Adult businesses pursuant to the provisions of Chapter 5.25 of the South El Monte Municipal Code. (Ord. 1239 §4, 2019; Ord. 1152 §1, 2011; Ord. 1012 §4, 1999; Ord. 963 §3, 1995; Ord. 822 §1, 1989)

17.14.035 Residential uses.

- A. Each residential use and structure legally existing as of January 1, 1980, is a permitted use in the commercial zone.
- B. Residential uses and structures as set forth in this chapter are defined herein as single-family residential dwellings, two-family dwellings, three-family dwellings, multiple-family dwellings, and mobile homes or trailers designed and used for residential occupancy located within a mobile home park legally established prior to January 1, 1980. Each such mobile home park legally established prior to January 1, 1980, shall comply with the provisions of Chapter 17.42.
- C. The development standards set forth in Chapter 17.08 of this Code shall apply to each single-family residential dwelling permitted by this section.

- D. The development standards set forth in Chapter [17.10](#) of this Code shall apply to each two-family dwelling and three-family dwelling permitted by this section.
- E. The development standards set forth in the applicable sections of Chapter [17.12](#) pertaining to multiple-family dwellings shall apply to all multiple-family dwellings permitted by this section, except townhouses and condominiums.
- F. The development standards set forth in Chapter [17.44](#) of this Code shall apply to each townhouse and condominium permitted by this section.
- G. The development standards set forth in the applicable sections of Chapter [17.42](#) that are applicable to mobile home sites and structures shall apply to each mobile home and trailer permitted by this section. (Ord. 984 §2, 1996)

17.14.040 Conditional uses.

The following uses are permitted subject to obtaining a conditional use permit in accordance with Chapter [17.68](#) of these regulations:

- A. Bars, taverns, nightclubs (including entertainment) and off-sale of alcoholic beverages;
- B. Billiard halls, pool halls, amusement arcades, bowling establishments, miniature golf courses, indoor theaters and similar uses;
- C. Hotels and motels;
- D. Massage establishment;
- E. On-sale of alcoholic beverages in association with restaurants, cafés, cafeterias and similar eating establishments;
- F. Beverage lounge as defined in these regulations;
- G. Entertainment, live;
- H. Certain commercial activity in conjunction with, or on the site of an automobile service station, subject to the provisions of Chapter [17.30](#);
- I. Off-sale of beer and wine on the site of an automobile service station, subject to the provisions of Chapter [17.52](#);
- J. Automotive repair facilities, including body and fender shops, auto paint shops, engine rebuild, overhaul or repair. Automobile service stations (minor repair only), auto upholstery and auto glass installation, carwashes, auto detailing, automotive sales, leasing, and rental located within five hundred feet of SR-60;
- K. Any use proposed for any property that is one acre or larger in size;
- L. Any use proposed for any building or structure that is twenty-five thousand square feet of gross floor area or larger;

M. Any proposed use or resumption, reestablishment, reopening, or replacement of a use that is proposed for any building or structure that is twenty-five thousand square feet of gross floor area or larger where the building or structure has been vacant for more than ninety days, or the use has been abandoned or discontinued for more than ninety days;

N. Any other use not specifically permitted or prohibited, which is determined to be compatible with the permitted uses of the commercial zone. (Ord. 1239 §5, 2019; Ord. 1195 §10, 2015; Ord. 1152 §2, 2011; Ord. 1151 §1, 2011; Ord. 1012 §5, 1999; Ord. 1010 §6, 1999; Ord. 1009 §§9, 10, 1999; Ord. 985 §2, 1997; Ord. 963 §5, 1995; Ord. 918 §§2, 5, 1992; Ord. 822 §1, 1989)

17.14.045 Secondary uses.

The following secondary uses are permitted within the commercial zone:

A. Gateway signs, subject to the provisions of Section [17.62.130\(A\)\(6\)](#). (Ord. 940 §2, 1993)

17.14.050 Prohibited uses.

The following are prohibited uses in the commercial zone:

A. Residential uses and structures except as specifically permitted by Section [17.14.035](#);

B. Wholesale businesses, including warehousing and distribution;

C. Manufacturing uses, except where manufacturing occupies less than five percent of the gross floor area and all goods manufactured are sold at retail, on site;

D. Any use when such use is determined to be hazardous in nature, either by virtue of activity or product, or through the emission of noise, pollutants or hazardous effluent;

E. Agricultural uses, including, but not limited to, kennels, catteries, stables and aviaries;

F. The following uses when adjacent to or across a public or private street from a residential zone district:

1. Ambulance services,

2. Any use listed as a conditional use in Section [17.14.040](#), except that hotels, public utility facilities and on-sale of alcoholic beverages in association with restaurants, cafés, cafeterias, and similar eating establishments shall be permitted with a conditional use permit;

G. Off-sale of alcoholic beverages other than beer or wine within five hundred linear feet of any church, school, or park;

H. Metal buildings as defined in Chapter [17.56](#) of these regulations. (Ord. 984 §3, 1996; Ord. 822 §1, 1989)

17.14.060 Property development standards.

The following standards shall apply to uses within the commercial zone (C) provided that automobile service stations, public utility facilities, public and quasi-public buildings and facilities and drive-through and walkup restaurants, and buildings constructed adjacent to or directly across a public or private street from a residentially zoned district shall be subject to development standards contained in Chapters 17.24 through 17.58 of these regulations; and provided further, that any lot or parcel which is substandard in width, depth, or area and was legally recorded as a separate lot as of July 1, 1988, may be used for any use permitted by the commercial zone district regulations. Notwithstanding the above, residential uses and structures permitted by Section 17.14.035 shall be subject to development standards contained therein. (Ord. 984 §4, 1996; Ord. 822 §1, 1989)

17.14.070 Minimum lot area.

There are no minimum lot area requirements. (Ord. 822 §1, 1989)

17.14.080 Maximum building coverage.

Refer to Figure 17.14.080 to determine allowable building coverages.

Figure 17.14.080

FORMULA FOR COMPUTING ALLOWABLE BUILDING AREA

$$\text{Building Area} = \frac{A}{B} = C \times D = \text{Building Area (E)}$$

$$\text{Parking Area} = \frac{E}{F} = G \times H = \text{Parking Area (I)}$$

A = Building lot area (less required setbacks)

B = SF of building per parking space + SF parking space
(405 SF) + SF interior landscaping (20 SF per space)

C = Building units (Divide "A" by "B")

D = SF of building area per parking space (based on parking code requirements)

E = Building area

F = SF of building area per parking space (based on parking code requirement)

G = Parking spaces required

H = SF of parking space (405 SF) + interior landscaping
(20 SF per space)

(Ord. 963 §5, 1995; Ord. 822 §1, 1989)

17.14.090 Minimum lot width.

There are no minimum lot width requirements. (Ord. 822 §1, 1989)

17.14.100 Minimum lot depth.

There are no minimum lot depth requirements. (Ord. 822 §1, 1989)

17.14.110 Maximum building height.

There are no maximum building height requirements except that any building constructed adjacent to a residentially zoned property shall have a maximum allowable height of twenty-eight feet. (Ord. 822 §1, 1989)

17.14.120 Minimum yard requirements.

- A. Front Yard. No requirements except that a ten-foot front yard shall be required when a C zoned lot is abutting or directly across from a residentially zoned property.
- B. Side Yard.
 - 1. Interior or Key Lot. None required except that a ten-foot side yard shall be required when a C zoned lot is abutting or directly across from a residentially zoned property.
 - 2. Corner or Reversed Corner Lot. None required except that a ten-foot side yard shall be required when a C zoned lot abuts a residentially zoned property.
- C. Rear Yard. None required except that a ten-foot rear yard shall be required when a C zoned lot abuts a residentially zoned property.
- D. Through Lot. A through lot shall maintain the required front yard setback on each frontage required by the zone in which the lot is located. (Ord. 822 §1, 1989)

17.14.130 Accessory buildings and structures.

Accessory buildings and structures shall conform to the standards contained in Chapters [17.24](#) through [17.58](#). (Ord. 822 §1, 1989)

17.14.140 Access.

No building permit shall be issued for any lot or parcel of land unless said lot or parcel has frontage on a dedicated and improved public street or on a private street conforming to street standards established by the city. (Ord. 822 §1, 1989)

17.14.150 Off-street parking and loading.

- A. Off-street parking and loading shall be provided in accordance with Chapter [17.60](#).
- B. No parking, whether the provision of required parking spaces or other parking, including the storage of trucks or other similar types of equipment shall be permitted on unpaved areas. (Ord. 822 §1, 1989)

17.14.160 Loading docks and truck maneuvering.

- A. All loading docks and doors facing a public or private street shall be located in such a manner that all truck maneuvering shall take place on-site whenever possible.
- B. All drive approaches shall be so designed as to preclude direct access to a loading door or loading dock from a public or private street whenever possible. (Ord. 822 §1, 1989)

17.14.170 Vehicle maintenance or repair.

No vehicle maintenance or repair, other than that permitted by Section [17.14.040](#) shall take place on any lot in the commercial zone (C). (Ord. 822 §1, 1989)

17.14.180 Landscaping.

A minimum of five percent of the total area devoted to parking shall be landscaped as well as all other areas not designated for parking, structures, or pedestrian walkways. Landscaping shall consist of grass, ground cover, or other plant materials and shall include an accepted automatic irrigation system (sprinklers, bubblers, or diffuser heads) or hose bibs not over fifty feet from any portion of a planted area and all landscaping shall be contained within six-inch concrete or eight-inch masonry curbing. Provision of landscaping within parking areas shall be in accordance with Chapter [17.60](#). (Ord. 822 §1, 1989)

17.14.190 Fences and walls.

A. A solid masonry wall eight feet in height shall be constructed and maintained along any side or rear property line which adjoins a residential zone, school, church or park, except that the wall shall not exceed forty-two inches in height when it adjoins the front setback of the adjacent residential property, except that the fence may be increased to a height of six feet if the increase in height consists of wrought iron, chain link or other “see-through” material and the design is approved by the director of planning and community development.

B. Any fence or wall located in the front of any building must be located to the rear of the required setback. No fence or wall in the front of any building may exceed forty-two inches in height if constructed of solid or sight obscuring materials, but may be increased to a total height of six feet if wrought iron, chain link or other “see-through” materials are used and the design is approved by the director of planning and community development.

C. Corner or Reversed Corner Lot. On property at any corner formed by intersecting streets it shall be prohibited to construct, install or maintain any fence, hedge or wall or any other obstruction to view higher than forty inches above the reference point located at either:

1. The point of intersection with the prolongation of the curblines; or
2. The point of intersection of the prolongation of the edge of the paved roadway when curblines do not exist.

Within the triangular area between the curb or edge of the paved roadway lines and a diagonal line joining points on the curb or edge of paved roadway lines forty feet from the point of their intersection, or in the case of rounded corners, the triangular area included between the reference point and the curblines or edge of paved roadway line forty feet from the point of their intersection (see Figure [17.08.200](#)). (Ord. 822 §1, 1989)

17.14.200 Outdoor storage and operations.

Except as permitted by Section 17.14.205, all business operations in the commercial zone must be conducted entirely within a completely enclosed building. However, automobile and light truck sales, automobile service stations, outdoor dining, and other businesses which, by their nature, require operations outside of a building may be conducted outside of a building. Also, certain ancillary operations, such as the immediate loading and unloading of merchandise and supplies, routine property and building maintenance and permitted advertising may be conducted out of doors. Non-spoilable trash and/or recyclable material may be temporarily stored in approved and permitted trash enclosure area(s) for not more than seven days. (Ord. 1057 §1, 2004; Ord. 822 §1, 1989)

17.14.205 Outdoor display of merchandise for sale.

Businesses selling merchandise at retail may display sale or promotional items outdoors subject to the following regulations:

- A. The merchandise must be displayed on the same lot as the principal location of the business.
- B. The area occupied by the outside display of merchandise shall not exceed an area greater than the gross square footage of the principal building on the lot multiplied by a factor of 0.025. The maximum permissible area occupied by outdoor display of merchandise shall be five hundred square feet.
- C. The displayed merchandise must be grouped into a single area and visible from the public street. The displayed merchandise shall not block, or diminish the public view of, or physical access to, any other business or use.
- D. The merchandise may not be displayed on, or over, any public right-of-way and may not be located within ten linear feet of any public right-of-way.
- E. The displayed merchandise may not be located in, or encroach into, any required yard or setback, or unpaved area.
- F. The displayed merchandise must not be located in, or encroach into, any designated driveway, required parking space, or designated fire lane.
- G. The displayed merchandise may not block any doorway, designated private pedestrian walkway or access for the handicapped.
- H. The merchandise may not be displayed on top of any portion of any building, hung from, or affixed to building walls, rafters or eaves. Nor may any merchandise be hung from, or affixed to, any fence or wall or inflatable device.
- I. The outdoor display of merchandise shall be subject to all applicable health, safety and fire codes.

J. The outdoor display of merchandise for sale, is in and of itself, a form of advertising and no additional signage shall be permitted for the displayed merchandise except price signs measuring no larger than three inches by five inches may be affixed to the items displayed for sale.

K. The outdoor display of merchandise shall be subject to an outdoor display site plan review and approval by the planning commission and said approval shall be subject to conditions, if any, that may be imposed by the planning commission as needed to mitigate any potential negative effects created by the proposed outdoor display, and the planning commission shall deny the application if the planning commission finds that the outdoor display would be detrimental to persons or properties in the immediate vicinity of the subject property or to the city in general. The planning commission may revoke any approval for cause.

L. Application for an outdoor display site plan approval shall be made on application forms supplied by the city and pursuant to the instructions provided by the city. At the time of submittal, applicant shall pay an application fee in the same amount as the application fees established for development site plan review. (Ord. 1057 §2, 2004)

17.14.210 Exterior lighting facilities.

Exterior lighting facilities shall be arranged in a manner that will not provide a direct glare or create hazardous interference with highways and neighboring properties. (Ord. 822 §1, 1989)

17.14.220 Refuse enclosures.

There shall be sufficient refuse enclosures provided to serve each development. Each enclosure shall have minimum interior dimensions of five feet by seven feet and shall be constructed of wood, masonry, block, or a combination of such materials and shall be designed to be compatible with the principal structure or structures on the site. The number, placement and design of such enclosures shall be determined during review of the proposed development. (Ord. 822 §1, 1989)

17.14.230 Summary C zone.

- A. For property development standards, see Chs. 17.24—17.58 of this title.
- B. Building, height limitations, see Figure [17.14.080](#).
- C. Parking requirements, see Ch. 17.60 of this title.
- D. Yard requirements, see Section [17.14.120](#) of this chapter. Required only for abutting a residential zone. (Ord. 822 §1, 1989)

Contact:

South El Monte, California Municipal Code

Title 17 ZONING

Chapter 17.53 RETAIL SALE OF ALCOHOLIC BEVERAGES

Note

17.53.010 Purpose and applicability.

17.53.020 Conditional use permit—Required (on-sale and off-sale).

17.53.030 Off-sale permits—Restrictions.

17.53.040 On-sale permits—Distance requirements.

17.53.050 Operational and performance standards.

17.53.060 Conditional use permit—Expiration.

17.53.070 Modification or revocation.

17.53.080 Design standards.

Note

* **Prior ordinance history:** Ord. 1009.

17.53.010 Purpose and applicability.

The purpose of this chapter is to protect the public health, safety and welfare by providing reasonable, uniform operational and performance standards for establishments selling alcoholic beverages other than, or in addition to, the alcoholic beverages that are the subject of Chapters 17.51 and 17.52 of this title. For the purposes of this chapter, the beverages that are the subject of this chapter are referred to as “alcoholic beverages.”

A. The provisions of this chapter shall not apply to establishments lawfully existing on the effective date of these regulations provided the establishment retains the same type of ABC license within a license classification; continues to legally operate without substantial change in mode or character of operation; and does not expand the square footage of area used for sales or services.

B. Nothing in this chapter shall prohibit or limit the transfer of a valid, existing permit to a new owner at the same location. (Ord. 1084 §2, 2006)

17.53.020 Conditional use permit—Required (on-sale and off-sale).

A conditional use permit shall be required for any establishments proposing to sell or serve alcoholic beverages for on-site consumption ("on-sale uses") and for retail establishments proposing to sell alcoholic beverages for off-site consumption ("off-sale uses"). This requirement shall be in addition to any other entitlements required. The application for a conditional use permit shall be filed and processed according to the applicable provisions of Chapters [17.68](#) and [17.74](#) of this Code. (Ord. 1084 §2, 2006)

17.53.030 Off-sale permits—Restrictions.

A conditional use permit for off-sale alcoholic beverages shall not be issued if the proposed property is located in any area of undue concentration as defined in Section 23958.4 of the [Business and Professions Code](#), unless it is determined by the planning commission that the public convenience and necessity as defined in Section [17.04.885](#) of this Code would be served by the issuance of the conditional use permit. (Ord. 1084 §2, 2006)

17.53.040 On-sale permits—Distance requirements.

No conditional use permit for on-sale alcoholic beverages shall be issued for adult businesses, full service bars, taverns, beverage lounges, nightclubs or any use where the sale or service of alcoholic beverages is the primary use, where the property upon which such use is proposed is located within five hundred feet of any establishment with an ABC license for on-sale of alcoholic beverages of any type, religious institution, school, park, or area zoned for residential uses. The distance specified in this section shall be measured in a straight line, without regard for intervening structures and the boundaries of the city, from the nearest property line of the property upon which the use is proposed to the nearest property line of the existing on-sale use, religious institution, school, park or property zoned for residential uses. (Ord. 1084 §2, 2006)

17.53.050 Operational and performance standards.

Establishments selling or serving alcoholic beverages shall be operated in a manner that does not interfere with the normal use and enjoyment of adjoining properties. In addition to any conditions imposed by the city, all conditional use permits for the sale or service of alcoholic beverages shall be subject to the following operational and performance standards:

- A. Noise levels measured at the property line shall not exceed the levels prescribed by the city's noise regulations as set forth in Chapter [8.20](#) of this Code.
- B. The property shall be maintained in a safe and clean condition and the owner shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way.

- C. Hours of operation, including deliveries to the site, shall be compatible with the needs and character of the surrounding neighborhood. For the purpose of this chapter, the usual hours of operation shall be as permitted by the establishment's ABC license unless the city imposes shorter hours of operation as a condition to the permit to protect the public health, safety and welfare.
- D. The owner and operator shall each take all necessary steps to ensure the orderly conduct of employees, patrons and visitors when they are present on the property.
- E. There shall be no loitering on the property. Signs shall be posted on the exterior wall of the premises and in the parking lot stating that loitering and consumption of alcohol are each prohibited.
- F. Video or other coin-operated games may only be permitted subject to the provisions of Section 7.90.430 of the county business license ordinance.
- G. There shall be no outside vending machines other than newspaper racks or public telephones.
- H. There shall be no adult merchandise as that term is defined in Section 5.25.020 of this Code visible anywhere on the property and no such merchandise shall be sold to minors.
- I. The permittee shall maintain all required permits and licenses in good standing.
- J. There shall be no sale or service of any alcoholic beverages in the event there is any lapse or breach in the good standing of any one of the permits or licenses issued for such use, or noncompliance with any conditions imposed thereon. (Ord. 1084 §2, 2006)

17.53.060 Conditional use permit—Expiration.

The regulations set forth in Section 17.68.100 of this title regarding expiration apply to any conditional use permit for alcoholic beverages.

- A. Notwithstanding Section 17.68.100, a permittee may request an extension of any time limit provided in Section 17.68.100 by filing a written request with the city's community development department before the conditional use permit expires.
- B. A request for an extension of time shall state the reasons why an extension is needed. The planning commission will consider the request at a duly noticed public hearing. Based upon the evidence presented at the public hearing, the planning commission may deny, approve, or conditionally approve the extension for up to one hundred eighty days. (Ord. 1084 §2, 2006)

17.53.070 Modification or revocation.

A conditional use permit granted pursuant to Section 17.53.020 of this chapter shall be subject to modification and/or revocation. If, in the opinion of the director of community development, the establishment is operated in a manner as to interfere with the normal use and enjoyment of the surrounding properties, the body taking final action on the permit may modify and/or revoke the conditional use permit pursuant to the provisions in the manner provided by Section 17.68.070 of this title. (Ord. 1084 §2, 2006)

17.53.080 Design standards.

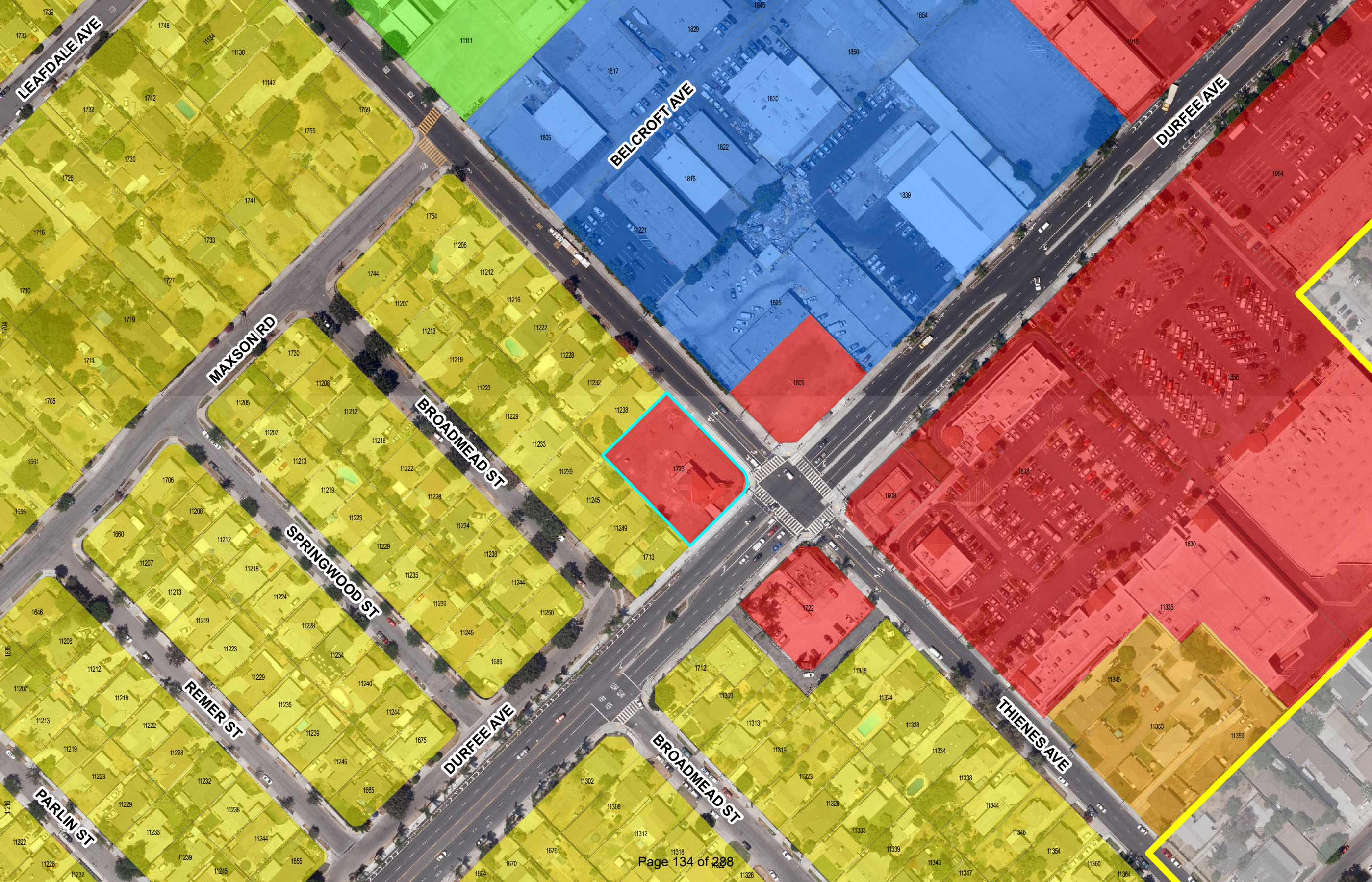
The design and appearance of any establishment, if newly constructed or remodeled on the exterior, shall conform to the city architectural design guidelines and all other applicable development standards. When completed, the establishment shall be compatible with surrounding land uses and zone districts and shall enhance the appearance of the neighborhood in which it is located and the city in general. (Ord. 1084 §2, 2006)

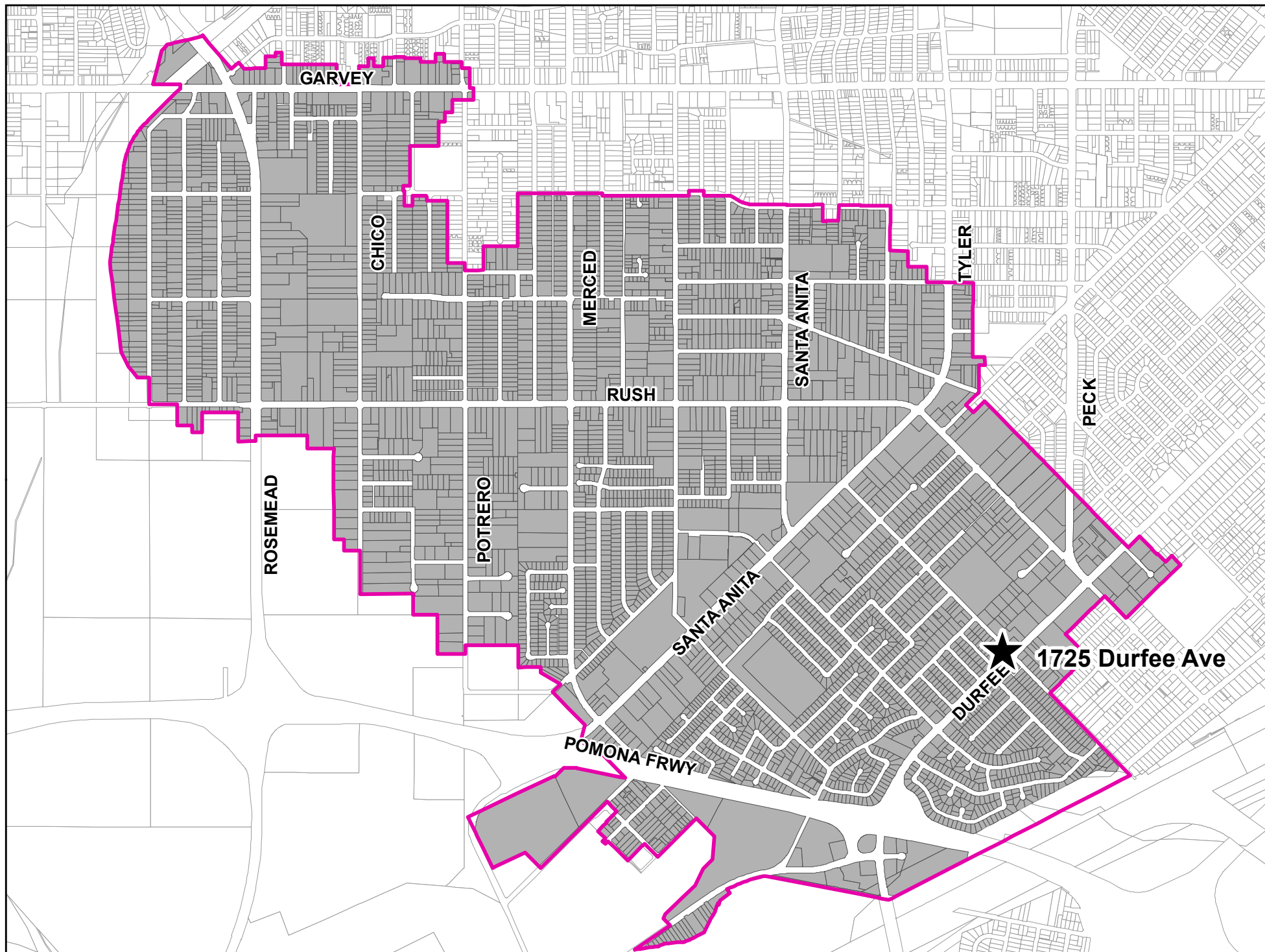
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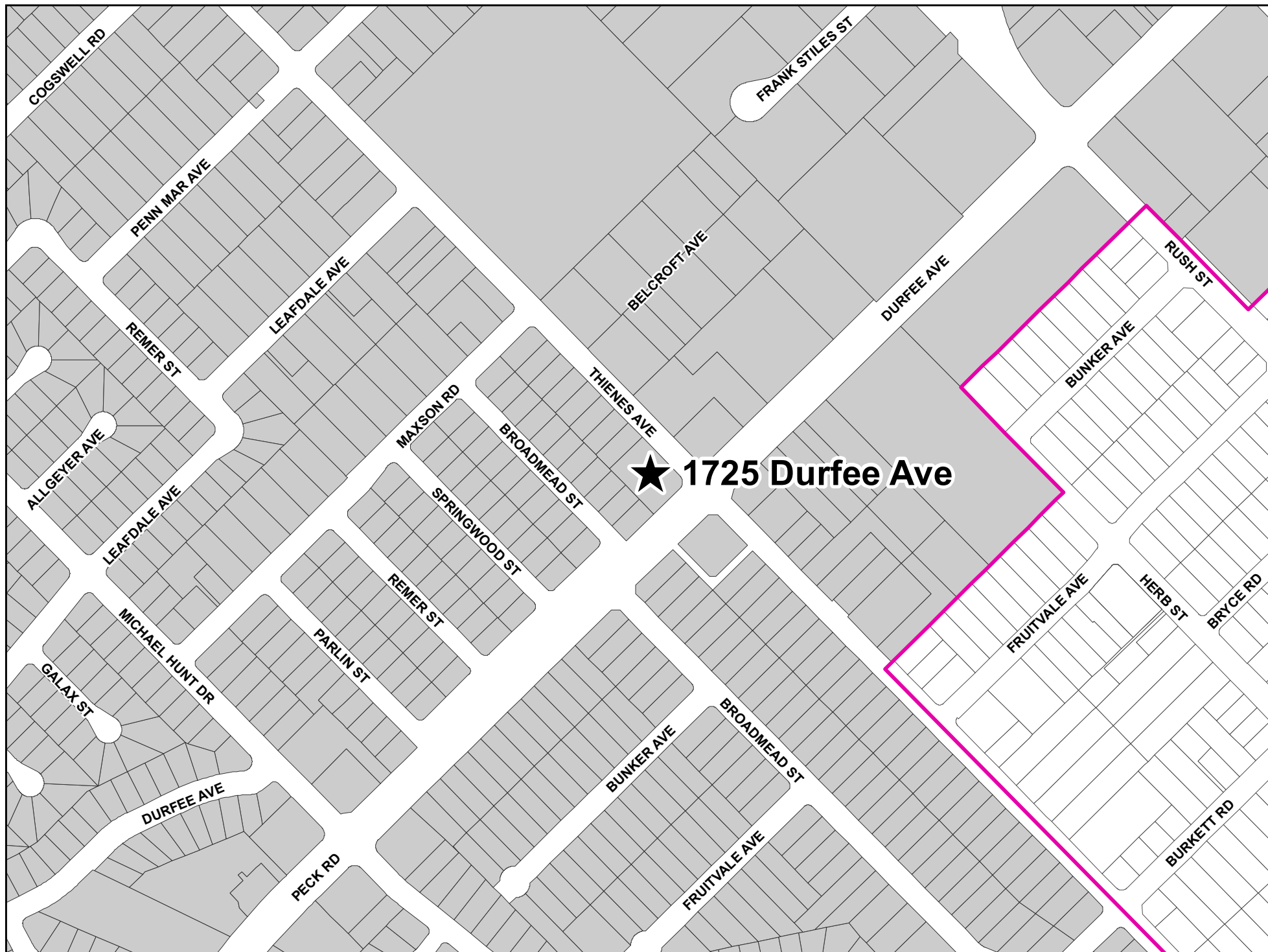
City Clerk: 626-579-6540, ext. 3280

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ATTACHMENT C

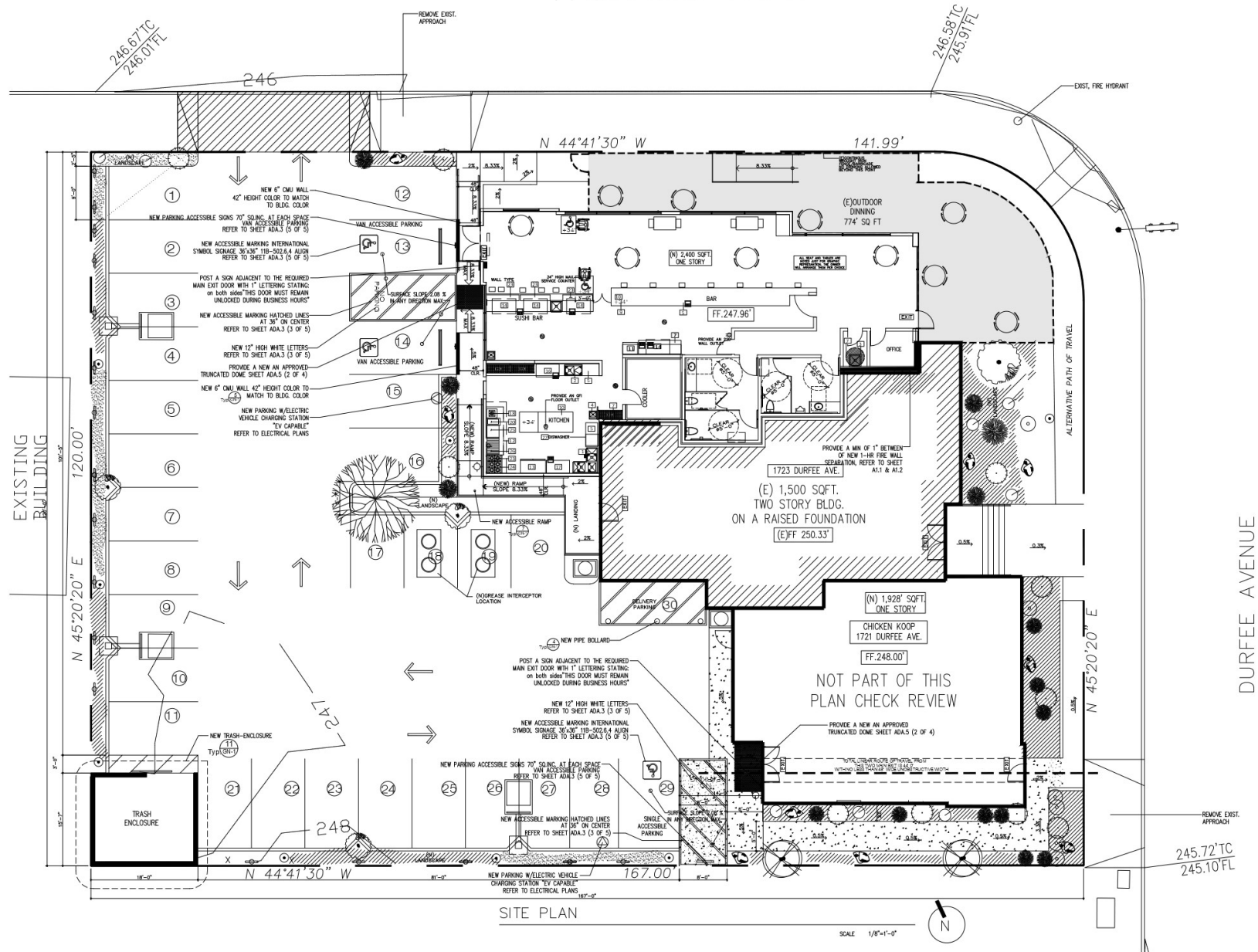


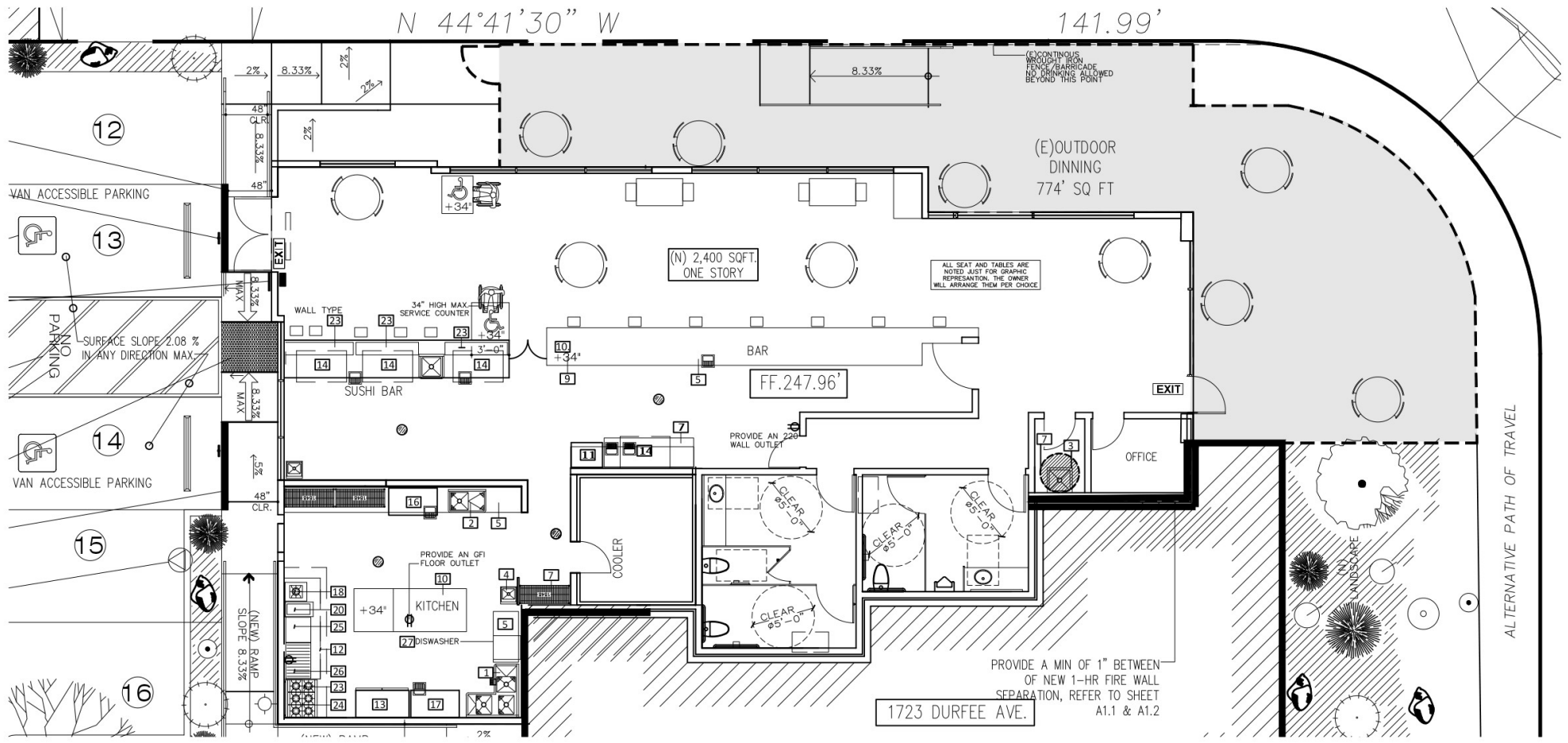




ATTACHMENT D

THIEN'S AVE





ATTACHMENT E

RESOLUTION NO. 21-52

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT (NO. 21-07) ALLOWING FOR A TYPE 47 LICENSE FOR ON-SALE OF BEER, WINE, AND DISTILLED SPIRITS IN CONJUNCTION WITH A BONA FIDE EATING ESTABLISHMENT AND OPERATING KARAOKE AT 1725 DURFEE AVENUE AND OPERATING AS KRUDOS

WHEREAS, Mike Iniguez (“Applicant”), filed an application for a Conditional Use Permit (“CUP”) to sell beer, wine, and distilled spirits as a secondary use to a restaurant and operate karaoke (“Project” or “proposed Project”) located at 1725 Durfee Avenue, South El Monte, CA 91733 (“Property” or “project site”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Sections 17.14.040(E) and 17.53.020, the Project requires Planning Commission review and approval because the Project consists of on-sale beer, wine and spirits in conjunction with a restaurant; and

WHEREAS, Applicant currently has CUP 19-26, per Planning Commission Resolution 19-26, dated December 17, 2019 allowing for the off-sale of beer and wine, along with karaoke; and

WHEREAS, said Resolution 19-26 is hereby rescinded and superseded in its entirety by this Resolution 21-07; and

WHEREAS, a public hearing was held before the Planning Commission on August 17, 2021, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination; and

WHEREAS, two members of the City Council filed a request for review on August 18, 2021; and

WHEREAS, a de novo public hearing was held before the City Council on September 14, 2021, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), the proposed Project is categorically exempt from environmental review and a Notice of Exemption has been prepared. The proposed Project qualifies for a Class 1 Categorical Exemption for the Project is proposed to be operated within existing facilities. The criteria is the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The City Council finds that the Project is exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are

located in the Department of Community Development and are in the custody of the Director of Community Development.

SECTION 2: A record of the public hearing indicates the following:

A. With regard to the application for a CUP, SEMMC Section 17.68.040 requires that the Planning Commission find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general. State law requires that the Project be compatible with surrounding uses.

B. The General Plan Land Use designation for the Property is “Commercial.” The Zoning Code designation is “C” (Commercial).

C. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired.

D. The operation of the restaurant with the service of beer and wine and karaoke should not become a nuisance to surrounding properties.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated September 14, 2021, which is hereby incorporated into this Resolution 21-XXX by reference, the City Council hereby finds:

A. As conditioned, the Project meets the requirements of SEMMC Chapters 17.14 and 17.53 and will not be detrimental to the public health, safety or welfare, nor will it adversely affect property values or the present or future development of the surrounding areas. This is because the Project compatible with the surrounding uses and the Project is subject to conditions of approval which will help ensure that surrounding uses are not adversely impacted by any potential secondary impact that would affect property values or present and future developments.

B. Pursuant to SEMMC Section 17.68.040, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. This is so because the Project will be required to operate in a way that does not negatively impact the area through conditions imposed.

C. As conditioned, the Project represents a quality establishment that will be compatible with surrounding commercial and residential uses, the surrounding area, and the goals of the City. The proposed Project will contribute to the general well-being of the City in that the Project benefits neighboring uses and will be an asset to the surrounding area, as well as to the rest of the City, by offering a use that is not common to the area. As a result, approving this application will not adversely affect the General Plan or the Zoning Ordinance.

D. As conditioned, the proposed Project is consistent with the City’s General Plan. The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- (1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte* by allowing for the expansion of a family restaurant with general alcohol sales as secondary uses;
- (2) Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte” and “create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base.* This will serve the area by providing a unique sit-down restaurant with karaoke that will cater to residents as well as bring in the surrounding population; and

Economic Development Element

- (3) Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte* by allowing the proposed upgraded license not common to the area.

SECTION 4: Based on the aforementioned findings, the City Council hereby **approves** CUP (No 21-07) to operate a restaurant with on-sale beer, wine, and distilled spirits, with karaoke as secondary uses, subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant’s obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City’s choice in representing the City in connection with any such claims, losses, lawsuits or actions, and any award of damages or attorney’s fees in any such lawsuit or action.
2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the City Council’s approval.
3. The approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions.

Planning Conditions

5. Sales, service and consumption of beer and wine shall be permitted only between the hours of 11:00 a.m. to 9:30 p.m. Monday-Wednesday, Thursday and Friday until 1 a.m., and Saturday and Sunday from 8:00 a.m. until 1:00 a.m.
6. The sale of beer, wine, and distilled spirits for consumption off the Property is strictly prohibited.
7. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of food during the same period. The Applicant shall at all times maintain records which reflect separately the gross sales of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to any peace officer, Business License staff member, or Planning Division staff member on demand.
8. No pool or billiard tables may be maintained on the Property.
9. This Conditional Use Permit authorizes only karaoke at the restaurant. No live/amplified music, dancing, or any other activity in the restaurant is permitted unless a Modification to this Conditional Use Permit is approved.
10. Karaoke shall only be allowed four days a week on Thursday through Saturday 7:00 p.m. to 12:30 p.m. and Sunday from 7:00 p.m. to 9:30 p.m. inside the restaurant only.
11. The noise level for the karaoke shall not exceed at any time the level of noise permitted under SEMMC Section 8.20.020 to ensure that the entertainment (karaoke) does not become a nuisance to the City or adjacent properties.
12. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 24 hours of discovery or notice from the City.
13. There shall be no exterior advertising or sign of any kind or type, including advertising directed to the exterior from within, promoting, or indicating the availability of beer and wine. Interior displays of beer and wine or signs clearly visible to the exterior shall constitute a violation of this condition.
14. Deliveries made to the Property shall utilize the designated delivery parking spot in front of 1723 Durfee Avenue, and shall not park in the turn lane on Thienes Avenue or the fire lane on Durfee Avenue.
15. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large discarded items that may have collected in the Property's parking area and public right-of-way.
16. No beer, wine, or distilled spirits shall be consumed on any property adjacent to the licensed premises under control of the licensee.

17. The sale of beer, wine, and distilled spirits shall be an ancillary service to the primary restaurant use.
18. The Applicant shall not permit any loitering on any property adjacent to the Property under control of the licensee(s).
19. At no time shall there be a fee for entrance/admittance into the Property.
20. At all times when the Property is open for business the sale and service of beer, wine, and distilled spirits shall be made only in conjunction with the sale and service of food. No alcohol shall be sold to any guest/patron who does not also purchase food.
21. There shall be no coin operated games maintained on the Property at any time.
22. Food service, with an available menu, shall be available until closing time on each day of operation.
23. The windows of the Property shall not be tinted or covered in any way, which obstructs a clear view of the interior of the Property from the exterior.
24. The employees who sell or serve alcoholic beverages shall be required to complete a training program in alcoholic beverage compliance, crime prevention techniques, and handling of violence. For new employees of licensees such training known as Responsible Beverage Service (RBS) training offered by the State Department of Alcoholic Beverage Control must be completed within 30 days of the date of hire. Those already employed shall complete training within 30 days from the date the ABC license is issued.
25. The Applicant and all operators shall each take all necessary steps to assure the orderly conduct of employees, patrons, and visitors when they are present on the Property.
26. The Applicant shall maintain all required permits and licenses in good standing.
27. At no time shall there be a minimum drink requirement.
28. The sale of alcoholic beverages for consumption off the Property is prohibited. Signs shall be posted at all exits of the Property, which prohibit alcohol beverages from leaving the confines of the Property.
29. Patrons shall not be allowed to bring into the location any alcoholic beverage to be consumed within the establishment.
30. There shall be no pay telephones installed within the enclosed portion of the Property equipped to receive incoming calls. There shall be no new pay phones of any kind installed on the exterior of the Property.
31. The maximum occupancy of the Property shall be prominently posted and monitored at all times.
32. The front of the exterior of the Property, as well as all adjacent parking areas under control of the Applicant, shall be illuminated at all times while the Property is open for business.

This shall be done in such a fashion that persons standing outdoors at night are identifiable by law enforcement personnel while balancing the lighting so as not to unreasonably illuminate the window area of nearby businesses.

33. All crimes occurring inside or outside of the location shall be reported to the Sherriff Department at the time of the occurrence.
34. At any time when the Applicant is absent from the Property, a responsible party shall be designated who can facilitate any Sherriff inquiries.
35. In January of each year, the Applicant shall provide a list of no less than three employees who are available 24 hours a day to the Sheriff's Department Records Bureau. The list of names will be used to facilitate a Sheriff's response to the location in the event of an emergency or other problem that requires entry into the location during non-business hours.
35. A copy of the approved resolution shall be kept on the premises at all times and presented to any Sheriff, or Business License, or Planning Staff person.
36. The Applicant understands that any violation of these conditions shall be grounds for the suspension, modification or revocation of the Conditional Use Permit.
37. There shall be no exterior restaurant speakers and no live entertainment outside the restaurant (including the parking lot) unless a Temporary Use Permit (TUP) is obtained from the City.
38. The business shall return for review before the Planning Commission on or about February 2022. The review shall include, but not be limited to, an evaluation of all operating characteristics following the implementation of these conditions. If additional impacts are identified during said review, the Operator shall be responsible for addressing such issues to the satisfaction of the Planning Commission, including the imposition of additional conditions. After said review, at the request of City Staff or the Planning Commission, the business shall return before the Planning Commission for review not more than one time per year.

PASSED, APPROVED, and ADOPTED this 14th day of September, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-52 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said City Council held on the 14th day of September, 2021 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 8.b.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-53, IMPLEMENTING A RESIDENTIAL AND COMMERCIAL WASTE MANAGEMENT SERVICES RATE ADJUSTMENT FOLLOWING NOTICED MAJORITY PROTEST HEARING

SUMMARY: In recent years, State laws and regulations pertaining to the collection of solid waste, recyclables, yard waste, and other compostables have been amended and become more stringent. Recently, the City of South El Monte had to adopt a new Ordinance to comply with SB 1383 regulations, which will go into effect beginning January 2022. On July 13, 2021, the City adopted Ordinance No. 1253 which includes provisions and enforcement mechanisms that will ensure residents and property owners, as well as the City's franchisee, comply with the state law requirements concerning solid waste and recycling. As a result, the City and its franchised waste hauler, Arakelian Enterprises, Inc., DBA "Athens" will need to modify their services/operations for collection of organic waste and recyclables to meet the requirements of SB 1383.

SB 1383 enacts the most comprehensive and complex set of revisions to solid waste management laws seen in at least the last 30 years, which will require substantial capital outlays by Athens. As a result of SB 1383's substantial impact upon the cost of providing solid waste and recycling services, an adjustment to the collection service rates is called for. To this end, on June 28, 2021, the City issued a written notice to all property owners in the City in compliance with Cal. Const. Art. XIID ("Proposition 218") notified them of the rate proposal and the right to "protest" at this duly-noticed public hearing.

Pursuant to the notice and the proposed rate structure, as of January 1, 2022, only residential refuse and recycling service accounts will be affected, with a basic rate of \$5.97/month for regular 96-gallon cart service and \$5.30/month for regular 64-gallon cart service. There is a senior, low-volume discount equaling \$4.72/month for three 35-gallon cart service. Other optional and add-on residential services are priced as shown in Attachment A hereto. The basic residential rates reflected in Attachment A are subject to an annual Consumer Price Index (CPI) adjustment, which inflationary adjustment shall not continue for more than a period of five (5) years without further Proposition 218 proceedings. At this time, no other ratepayer categories are impacted.

RECOMMENDED ACTION: Staff recommends City Council to consider:

1. Conduct a “majority protest” public hearing as required by Proposition 218; and
2. Adopt Resolution No. 21-53 to approve the proposed refuse and recycling service rate structure attached to the Resolution hereto as Attachment A.

FISCAL IMPACT: No change to commercial and multifamily rates is proposed. The commercial and multifamily rates were previously updated on June 25, 2019 and will remain unchanged.

The proposed rates starting January 1, 2022 for residential customers serviced by Athens are set forth in Attachment A. The proposed rates would go into effect on January 1, 2022, and will be billed on the first monthly commercial bill and quarterly residential bill. Future growth rates will be applied and paid for in accordance with the aforesaid Agreement sections.

DISCUSSION: The State of California has recently, through SB 1383, imposed the most comprehensive and significant set of State mandates relating to solid waste, recycling and organics imposed upon local jurisdictions in at least the last 30 years. The State’s SB 1383 mandates range from dictating where, and in what containers, recyclable and solid waste materials may be placed, down to the color of such containers. SB 1383 requires a comprehensive host of new waste hauler and City requirements with respect to reporting to the State (State oversight), enforcement mandates, food recovery programs, and costly educational outreach, amongst other mandates.

In order to comply with these new State mandates, the City’s current refuse and recycling operations, as provided by Athens, need to be enhanced. This will result in substantial costs and capital outlays for both the City and Athens, thus impelling the proposed adjustment to the rate schedule for solid waste and recycling services in the City as it relates to residential customers (see Attachment A).

The City Council has previously determined the collection and disposal of refuse in the City is a service to be performed by a private company, under an exclusive franchise agreement. The exclusive franchise agreement with Athens was approved by the City Council on September 13, 2000, and thereafter amended (the “Franchise Agreement”). The maximum rates for solid waste collection services for calendar year 2021 to be considered, include charges for weekly residential service based on the size of cart requested, commercial service based on size of containers, and frequency of service, as well as special charges for specific services including bin rental and other related services.

Senior/Low Volume discounts may be provided for use of a small disposal cart. Those suffering from temporary or permanent disability and without assistance to pull out their trash carts to the street are offered assistance (pull-out service) by the waste hauler free of charge.

The proposed increase in rates reflects additional services provided by Athens under the Franchise Agreement, and including without limitation, regular inflationary cost

increases, increased costs of providing State-required organics diversion programs and compliance with other recent changes in State law, and major changes in the costs of providing recycling services as a result of certain adverse developments in the recycling markets. In addition to SB 1383 compliance, the City and Athens have also negotiated other refuse and recycling service enhancements, such as a transition to automated service at residential premises; providing free residential bulky item pickup services for up-to three pickup events per year; increasing the number of citywide cleanup events hosted by Athens and City; and adding two annual citywide compost giveaway events hosted by Athens and City.

The rate adjustment methodology provides for an annual adjustment to the rate adjustment index for each respective cost component starting July 1, 2022. The rate adjustment index will be subject to change with the consumer price index (CPI) for trash and garbage collection and one percentage point above that to compensate the waste hauler for ongoing operation and maintenance costs, in addition to fees of the franchisee.

The maximum rates for solid waste collection services are for the operation and administration of the refuse disposal and recycling programs implemented by Athens in accordance with the Franchise Agreement and State law, as well as to cover certain governmental fees, and franchise fees. The primary factors for the proposed new rate structure pertain to regular inflationary cost increases, increased costs of providing State-required organics diversion programs and other recently enacted State mandates, and changes in overseas recycling markets. Comparable waste hauling rates for neighboring municipalities serviced by Athens is provided in Attachment C.

With respect to the proposed rate schedule, on June 28, 2021, City staff issued to all property owners a 45-day Proposition 218 Notice by which owners were notified of this hearing and their right to protest the rate schedule in writing (see Attachment B). All written protests must, at a minimum, include the following information to be counted: (a) address or assessor parcel numbers of property subject to the new rates, (b) name and signature of the protester and whether the protester is a property owner or service account holder and (c) a clear statement protesting the rates pursuant to this notice. Only one written protest per parcel will be counted. Protests to the proposed refuse rates must be submitted in writing. Written protests must be received prior to the close of the public hearing. Any written protests received following the close of the public hearing will not be counted. Written protests by electronic mail (e-mail) will not be accepted. At the close of the public hearing, the Mayor will ask the City Clerk to provide a count of all qualified protests received. If written protests against the proposed rates are presented by a "majority of owners of the identified parcels," the rates will not be imposed. If there is no majority protest, the rates identified in Attachment A will be imposed starting January 1, 2022.

ATTACHMENT(S):

- A. Resolution No 21-53
- B. Notice of Public Hearing
- C. Rate Comparison Chart

Attachment A

RESOLUTION NO. 21-53

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL TO CONSIDER AND APPROVE A RESIDENTIAL AND COMMERCIAL WASTE MANAGEMENT SERVICES RATE ADJUSTMENT FOLLOWING NOTICED MAJORITY PROTEST HEARING

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

WHEREAS, the City and Arakelian Enterprises, Inc., DBA “Athens,” entered into the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste, and Other Compostables (“Agreement”) dated September 13, 2000, and in which the Agreement was amended on June 14, 2006 (Amendment No. 1); October 28, 2008 (Amendment No. 2); January 14, 2014 (Amendment No. 3); June 25, 2019 (Amendment No. 4); and January 14, 2020 (Amendment No. 5); and

WHEREAS, since Amendment No. 5, the State Legislature enacted Senate Bill (SB) 1383. SB 1383 enacts the most comprehensive and complex set of revisions to solid waste management laws seen in at least the last 30 years. SB 1383 establishes methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. SB 1383 establishes targets to achieve a 50% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, and a 75% reduction by 2025. The law includes entirely new collection programs, organic waste “procure-back” standards, intensive inspection requirements to ensure materials are disposed of in proper containers, new monthly and annual reports, amongst other detailed mandates necessitating substantial capital outlays by both cities and their haulers (e.g., Athens) to comply with the law; and

WHEREAS, the City and Athens have negotiated waste collection service enhancements in response to Senate Bill 1383, which requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations by January 1, 2022. In addition to SB 1383 compliance, the City and Athens have also negotiated other refuse and recycling service enhancements, such as a transition to automated service at residential premises; providing free residential bulky item pickup services for up-to three pickup events per year; increasing the number of citywide cleanup events hosted by Athens and City; and adding two annual citywide compost giveaway events hosted by Athens and City; and

WHEREAS, the Parties agree that Athens is entitled to propose adjustments to certain service rates and charges, effective January 1, 2022, for the costs of the enhanced services, additional work and the capital outlays necessitated by SB 1383; and

WHEREAS, it is legally unsettled whether California Constitution Article XIID’s (“Proposition 218”) requirements apply to refuse services provided by private, third-party

franchised waste haulers (as opposed to refuse services provided directly by a government agency). Nonetheless, in the interest of public outreach and transparency, the City of South El Monte has followed the Proposition 218 process, even for franchised, private waste haulers; and

WHEREAS, on June 28, 2021, a "Notice of Public Hearing" was mailed to all residential and commercial property owners served by Athens. The Notice of Public Hearing instructed residential and commercial property owners on how to file a protest on the proposed solid waste rates in accordance with Proposition 218; and

WHEREAS, the City Council of the City of South El Monte held a fair and noticed public majority protest hearing, as described in the Notice of Public Hearing, on September 14, 2021, to consider the proposed solid waste and recycling services rate structure attached as Exhibit A to this Resolution accompanying the September 14, 2021 staff report; and

WHEREAS, at said public hearing, all interested property owners were afforded the opportunity to protest the proposed new refuse rate schedule. A majority protest against the rate structure was not received by the City Council.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Council hereby ratifies the Proposition 218 process and adopts the refuse rates proposed by Athens as set forth in the Notice of Public Hearing mailed to all residential and commercial property owners on June 28, 2021, and pursuant to Proposition 218 finds as follows:

- a) *Rates for Service Provided Only:* Revenues derived from the fee may not be used for any purpose other than that for which the fee was imposed. The rates collected are used to pay Athens for the refuse collection and disposal services it provides to the City's residential and commercial customers, and Athens' accrual of direct and unforeseen costs incurred by Athens as a result of California's recent adoption of SB 1383, the most comprehensive and complex solid waste regulation in the last 30 years, as well as other service enhancements offered by Athens. This conclusion is further supported by all findings of fact presented at the City Council hearing, including without limitation those facts stated in the accompanying staff report, all of which evidence is incorporated herein by this reference.
- b) *Fee not to Exceed Cost of Service:* Revenues derived from the fee may not exceed the funds required to provide refuse service. The City's cost for refuse service is established by the Agreement, which permits Athens to recover its actual costs. It is found that Athens, as well as nearly every other solid waste hauler in the State, has and will accrue direct and unforeseen costs of service as a result of SB 1383. In addition, other cost-incurring service enhancements are being offered by Athens. This conclusion is further supported by all findings of fact presented at the City

Council hearing, including without limitation those facts stated in the accompanying staff report, all of which evidence is incorporated herein by this reference.

- c) *Fee not to Exceed Proportional Cost:* The amount of the fee may not exceed the proportional cost of the refuse service attributable to the parcel. Athens proposes that the proposed refuse rates are reasonably proportional and cost-based, and meet the general requirements of fairness and equity. This conclusion is further supported by all findings of fact presented at the City Council hearing, including without limitation those facts stated in the accompanying staff report, all of which evidence is incorporated herein by this reference.

SECTION 2. The Council has fully considered this matter and has:

- a) Reviewed the information submitted herewith regarding the proposed solid waste and recycling service rate schedule included in the June 28, 2021 Notice of Public Hearing, the parcels to which the proposed fee adjustment would apply, and the reasons and basis for the adjustment to the rates;
- b) Provided notice of the proposed fee adjustment to the record owners of all parcels to which the proposed fee adjustment would apply, in the form of the Notice of Public Hearing, in accordance with Article XIID of the California Constitution;
- c) Heard and received all written protests from any owners of real property subject to the rates;
- d) Taken and received oral and documentary evidence pertaining to the proposed rate adjustment; and
- e) Been fully informed of this matter.

SECTION 3. The Council finds that insufficient written protests were presented to prevent the proposed Athens refuse rate schedule from being imposed. The City Council therefore hereby approves the proposed rate structure attached as Exhibit A to this Resolution accompanying the September 14, 2021, staff report.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 14th day of September, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 21-53 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 14th day of September, 2021 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

EXHIBIT A
TO RESOLUTION NO. 21-53

**SOUTH EL MONTE
Rates & Services**

**Residential & Commercial
Effective January 1, 2022**

	Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 0.00%	New Tipping Fee	Current Service Fee	Service Fee Adj 0.00%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Residential Services											
Regular 96 Gallon Cart Service (all 3 carts)									5.49	0.48	5.97
Regular 64 Gallon Cart Service (all 3 carts)									4.88	0.42	5.30
Sr. / Low Volume 35 Gallon Cart Service (all 3 carts)									4.34	0.38	4.72
Additional 96 Gallon Cart (all materials)									2.46	0.21	2.67
Additional 64 Gallon Cart (all materials)									1.84	0.16	2.00
Additional 35 Gallon Cart (all materials)									1.22	0.11	1.33
Other Residential Services											
Additional Bulky Item Pick-up (after 3 pick-ups/year)	16.66	15.33	0.00	0.00	0.00	15.33	0.00	15.33	15.33	1.33	16.66
Dead Run or Go Back (per occurrence)	27.77	25.55	0.00	0.00	0.00	25.55	0.00	25.55	25.55	2.22	27.77
Organic or Recycling Barrel Contamination Charge (per occurrence)									35.00	3.04	38.04
Commercial Services											
Bin: 6-Yard											
1 day/week pickup	545.71	502.05	212.74	0.00	212.74	289.31	0.00	289.31	502.05	43.66	545.71
2 day/week pickup	945.39	869.76	425.48	0.00	425.48	444.28	0.00	444.28	869.76	75.63	945.39
3 day/week pickup	1,342.11	1,234.74	638.21	0.00	638.21	596.53	0.00	596.53	1,234.74	107.37	1,342.11
4 day/week pickup	1,730.10	1,591.69	850.97	0.00	850.97	740.72	0.00	740.72	1,591.69	138.41	1,730.10
5 day/week pickup	2,124.63	1,954.66	1,063.69	0.00	1,063.69	890.97	0.00	890.97	1,954.66	169.97	2,124.63
6 day/week pickup	2,521.97	2,320.21	1,276.48	0.00	1,276.48	1,043.73	0.00	1,043.73	2,320.21	201.76	2,521.97
Bin: 5-Yard											
1 day/week pickup	490.07	450.86	177.33	0.00	177.33	273.53	0.00	273.53	450.86	39.21	490.07
2 day/week pickup	838.25	771.19	354.57	0.00	354.57	416.62	0.00	416.62	771.19	67.06	838.25
3 day/week pickup	1,186.65	1,091.72	531.87	0.00	531.87	559.85	0.00	559.85	1,091.72	94.93	1,186.65
4 day/week pickup	1,527.38	1,405.19	709.16	0.00	709.16	696.03	0.00	696.03	1,405.19	122.19	1,527.38
5 day/week pickup	1,953.04	1,796.80	886.40	0.00	886.40	910.40	0.00	910.40	1,796.80	156.24	1,953.04
6 day/week pickup	2,219.22	2,041.68	1,063.69	0.00	1,063.69	977.99	0.00	977.99	2,041.68	177.54	2,219.22
Bin: 4-Yard											
1 day/week pickup	406.97	374.41	141.81	0.00	141.81	232.60	0.00	232.60	374.41	32.56	406.97
2 day/week pickup	651.99	599.83	283.74	0.00	283.74	316.09	0.00	316.09	599.83	52.16	651.99
3 day/week pickup	989.91	910.72	425.49	0.00	425.49	485.23	0.00	485.23	910.72	79.19	989.91
4 day/week pickup	1,352.18	1,244.01	567.29	0.00	567.29	676.72	0.00	676.72	1,244.01	108.17	1,352.18
5 day/week pickup	1,608.98	1,480.26	709.06	0.00	709.06	771.20	0.00	771.20	1,480.26	128.72	1,608.98
6 day/week pickup	1,889.65	1,738.48	850.95	0.00	850.95	887.53	0.00	887.53	1,738.48	151.17	1,889.65
Bin: 3-Yard											
1 day/week pickup	294.00	270.48	106.37	0.00	106.37	164.11	0.00	164.11	270.48	23.52	294.00
2 day/week pickup	502.95	462.71	212.74	0.00	212.74	249.97	0.00	249.97	462.71	40.24	502.95
3 day/week pickup	712.01	655.05	319.13	0.00	319.13	335.92	0.00	335.92	655.05	56.96	712.01
4 day/week pickup	916.41	843.10	425.48	0.00	425.48	417.62	0.00	417.62	843.10	73.31	916.41
5 day/week pickup	1,123.12	1,033.27	531.85	0.00	531.85	501.42	0.00	501.42	1,033.27	89.85	1,123.12
6 day/week pickup	1,331.53	1,225.01	638.21	0.00	638.21	586.80	0.00	586.80	1,225.01	106.52	1,331.53
Bin: 2-Yard											
1 day/week pickup	220.48	202.84	70.90	0.00	70.90	131.94	0.00	131.94	202.84	17.64	220.48
2 day/week pickup	347.51	319.71	141.87	0.00	141.87	177.84	0.00	177.84	319.71	27.80	347.51
3 day/week pickup	528.25	485.99	212.74	0.00	212.74	273.25	0.00	273.25	485.99	42.26	528.25
4 day/week pickup	723.02	665.18	283.65	0.00	283.65	381.53	0.00	381.53	665.18	57.84	723.02
5 day/week pickup	857.11	788.54	354.53	0.00	354.53	434.01	0.00	434.01	788.54	68.57	857.11
6 day/week pickup	1,004.85	924.46	425.48	0.00	425.48	498.98	0.00	498.98	924.46	80.39	1,004.85
Bin: 1-1/2-Yard											
1 day/week pickup	178.73	164.43	53.20	0.00	53.20	111.23	0.00	111.23	164.43	14.30	178.73
2 day/week pickup	285.07	262.26	106.37	0.00	106.37	155.89	0.00	155.89	262.26	22.81	285.07
3 day/week pickup	384.46	353.70	159.57	0.00	159.57	194.13	0.00	194.13	353.70	30.76	384.46
4 day/week pickup	516.96	475.60	212.74	0.00	212.74	262.86	0.00	262.86	475.60	41.36	516.96
5 day/week pickup	675.77	621.71	265.96	0.00	265.96	355.75	0.00	355.75	621.71	54.06	675.77
6 day/week pickup	791.09	727.80	319.13	0.00	319.13	408.67	0.00	408.67	727.80	63.29	791.09
Roll-off Service (per occurrence)	1,200.54	1,104.50	593.37	0.00	593.37	511.13	0.00	511.13	1,104.50	96.04	1,200.54
6 Yard Compactor (per occurrence)	1,008.20	927.54	638.23	0.00	638.23	289.31	0.00	289.31	927.54	80.66	1,008.20
Commercial Can (1 day/week pickup)	90.37	83.14	28.40	0.00	28.40	54.74	0.00	54.74	83.14	7.23	90.37
Bin Pull-out Service (per bin, per frequency)	23.00	21.16	0.00	0.00	0.00	21.16	0.00	21.16	21.16	1.84	23.00
Organics Barrel Sanitation Charge (per barrel)	5.66	5.21	0.00	0.00	0.00	5.21	0.00	5.21	5.21	0.45	5.66
Organics Barrel Contamination Charge (per occurrence)	283.09	260.44	0.00	0.00	0.00	260.44	0.00	260.44	260.44	22.65	283.09

SOUTH EL MONTE
Rates & Services

Residential & Commercial
Effective January 1, 2022

	Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 0.00%	New Tipping Fee	Current Service Fee	Service Fee Adj 0.00%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Commercial Optional Services:											
Bin Lock Lid Charge (per lock x freq)	13.59	12.50	0.00	0.00	0.00	12.50	0.00	12.50	12.50	1.09	13.59
Bin Extra Dump Charge	56.62	52.09	0.00	0.00	0.00	52.09	0.00	52.09	52.09	4.53	56.62
Bin Overflow Charge	56.62	52.09	0.00	0.00	0.00	52.09	0.00	52.09	52.09	4.53	56.62
Bin Overweight Charge	56.62	52.09	0.00	0.00	0.00	52.09	0.00	52.09	52.09	4.53	56.62
Bin Dead Run Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Go Back Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Delivery Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Exchange Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Bring-in Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Wash/Clean Out Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Rental Charge	113.24	104.18	0.00	0.00	0.00	104.18	0.00	104.18	104.18	9.06	113.24
Bin Lock-Lid Install (one-time charge)	38.88	35.77	0.00	0.00	0.00	35.77	0.00	35.77	35.77	3.11	38.88
Bin Exchange with Metal Lids	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Bin Customer Fabrication Charge (per cubic yard)	222.15	204.38	0.00	0.00	0.00	204.38	0.00	204.38	204.38	17.77	222.15
Temporary Bin Service	255.48	235.04	0.00	0.00	0.00	235.04	0.00	235.04	235.04	20.44	255.48
Temporary Bin Service - Extra Dump	188.83	173.72	0.00	0.00	0.00	173.72	0.00	173.72	173.72	15.11	188.83
Temporary Bin Service with Scout	277.70	255.48	0.00	0.00	0.00	255.48	0.00	255.48	255.48	22.22	277.70
Temporary Bin Service with Scout - Extra Dump	211.04	194.16	0.00	0.00	0.00	194.16	0.00	194.16	194.16	16.88	211.04
Temporary Bin Lock-Lid Install (one-time charge)	38.88	35.77	0.00	0.00	0.00	35.77	0.00	35.77	35.77	3.11	38.88
Temporary Bin Lock-Lid Sve (per lock x freq)	13.59	12.50	0.00	0.00	0.00	12.50	0.00	12.50	12.50	1.09	13.59
Bulky Item Pickup - First Item	27.77	25.55	0.00	0.00	0.00	25.55	0.00	25.55	25.55	2.22	27.77
Bulky Item Pickup - Additional Items	16.66	15.33	0.00	0.00	0.00	15.33	0.00	15.33	15.33	1.33	16.66
Bulky Item Pickup - Dead Run or Go-Back	27.77	25.55	0.00	0.00	0.00	25.55	0.00	25.55	25.55	2.22	27.77
"Slim-Jim" Organic Container Purchase	55.54	51.10	0.00	0.00	0.00	51.10	0.00	51.10	51.10	4.44	55.54
Roll-Off Optional Services											
Roll-Off Box Relocation	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Dead-Ru or Go-Back	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Demurrage (per day, no hauls in 30 days)	13.33	12.26	0.00	0.00	0.00	12.26	0.00	12.26	12.26	1.07	13.33
Roll-Off "Rocket Launcher" (per hour, 4 hr. min.)	144.40	132.85	0.00	0.00	0.00	132.85	0.00	132.85	132.85	11.55	144.40
Roll-Off Compactor Wash-Out	277.70	255.48	0.00	0.00	0.00	255.48	0.00	255.48	255.48	22.22	277.70
Roll-Off Plastic Liners	44.43	40.88	0.00	0.00	0.00	40.88	0.00	40.88	40.88	3.55	44.43
Roll-Off Box Rental	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Compactor Rental	610.92	562.05	0.00	0.00	0.00	562.05	0.00	562.05	562.05	48.87	610.92
Roll-Off Roll-Top Rental	55.54	51.10	0.00	0.00	0.00	51.10	0.00	51.10	51.10	4.44	55.54
Roll-Off Storage Box Delivery	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Storage Box Removal	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Storage Box Rental Charge	194.38	178.83	0.00	0.00	0.00	178.83	0.00	178.83	178.83	15.55	194.38
Other Optional Services for All Accounts											
Declined Payment Charge (any reason)	33.33	30.66	0.00	0.00	0.00	30.66	0.00	30.66	30.66	2.67	33.33
Late Fees (1.5% / month, \$5.00 minimum)	5.55	5.11	0.00	0.00	0.00	5.11	0.00	5.11	5.11	0.44	5.55
Stop Service Charge	33.33	30.66	0.00	0.00	0.00	30.66	0.00	30.66	30.66	2.67	33.33
Resume Charge	33.33	30.66	0.00	0.00	0.00	30.66	0.00	30.66	30.66	2.67	33.33
Standby Time (each 15 minutes)	38.88	35.77	0.00	0.00	0.00	35.77	0.00	35.77	35.77	3.11	38.88
Street Sweeper Service	5,831.83	5,831.83	0.00	0.00	0.00	5,831.83	0.00	5,831.83	5,831.83	0.00	5,831.83
Hot Zone Service (2-40YD Roll-offs)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,288.00	0.00	1,288.00
Hot Zone Labor (per employee)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	300.00

SOUTH EL MONTE

Rates & Services

Mobile Homes & Apartments

Effective January 1, 2022

		Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 0.00%	New Tipping Fee	Current Service Fee	Service Fee Adj 0.00%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin: 6-Yard	1 day/week pickup	525.00	483.00	212.74	0.00	212.74	270.26	0.00	270.26	483.00	42.00	525.00
	2 day/week pickup	910.74	837.88	425.48	0.00	425.48	412.40	0.00	412.40	837.88	72.86	910.74
	3 day/week pickup	1,293.73	1,190.23	638.21	0.00	638.21	552.02	0.00	552.02	1,190.23	103.50	1,293.73
	4 day/week pickup	1,668.34	1,534.87	850.97	0.00	850.97	683.90	0.00	683.90	1,534.87	133.47	1,668.34
	5 day/week pickup	2,049.13	1,885.20	1,063.69	0.00	1,063.69	821.51	0.00	821.51	1,885.20	163.93	2,049.13
	6 day/week pickup	2,432.63	2,238.02	1,276.48	0.00	1,276.48	961.54	0.00	961.54	2,238.02	194.61	2,432.63
Bin: 5-Yard	1 day/week pickup	471.16	433.47	177.33	0.00	177.33	256.14	0.00	256.14	433.47	37.69	471.16
	2 day/week pickup	807.04	742.48	354.57	0.00	354.57	387.91	0.00	387.91	742.48	64.56	807.04
	3 day/week pickup	1,143.14	1,051.69	531.87	0.00	531.87	519.82	0.00	519.82	1,051.69	91.45	1,143.14
	4 day/week pickup	1,471.91	1,354.16	709.16	0.00	709.16	645.00	0.00	645.00	1,354.16	117.75	1,471.91
	5 day/week pickup	1,881.65	1,731.12	886.40	0.00	886.40	844.72	0.00	844.72	1,731.12	150.53	1,881.65
	6 day/week pickup	2,139.32	1,968.17	1,063.69	0.00	1,063.69	904.48	0.00	904.48	1,968.17	171.15	2,139.32
Bin: 4-Yard	1 day/week pickup	391.11	359.82	141.81	0.00	141.81	218.01	0.00	218.01	359.82	31.29	391.11
	2 day/week pickup	627.89	577.66	283.74	0.00	283.74	293.92	0.00	293.92	577.66	50.23	627.89
	3 day/week pickup	952.88	876.65	425.49	0.00	425.49	451.16	0.00	451.16	876.65	76.23	952.88
	4 day/week pickup	1,301.08	1,196.99	567.29	0.00	567.29	629.70	0.00	629.70	1,196.99	104.09	1,301.08
	5 day/week pickup	1,548.88	1,424.97	709.06	0.00	709.06	715.91	0.00	715.91	1,424.97	123.91	1,548.88
	6 day/week pickup	1,819.68	1,674.11	850.95	0.00	850.95	823.16	0.00	823.16	1,674.11	145.57	1,819.68
Bin: 3-Yard	1 day/week pickup	282.66	260.05	106.37	0.00	106.37	153.68	0.00	153.68	260.05	22.61	282.66
	2 day/week pickup	484.22	445.48	212.74	0.00	212.74	232.74	0.00	232.74	445.48	38.74	484.22
	3 day/week pickup	685.90	631.03	319.13	0.00	319.13	311.90	0.00	311.90	631.03	54.87	685.90
	4 day/week pickup	883.12	812.47	425.48	0.00	425.48	386.99	0.00	386.99	812.47	70.65	883.12
	5 day/week pickup	1,082.57	995.96	531.85	0.00	531.85	464.11	0.00	464.11	995.96	86.61	1,082.57
	6 day/week pickup	1,283.58	1,180.89	638.21	0.00	638.21	542.68	0.00	542.68	1,180.89	102.69	1,283.58
Bin: 2-Yard	1 day/week pickup	211.82	194.87	70.90	0.00	70.90	123.97	0.00	123.97	194.87	16.95	211.82
	2 day/week pickup	334.51	307.75	141.87	0.00	141.87	165.88	0.00	165.88	307.75	26.76	334.51
	3 day/week pickup	508.32	467.65	212.74	0.00	212.74	254.91	0.00	254.91	467.65	40.67	508.32
	4 day/week pickup	695.61	639.96	283.65	0.00	283.65	356.31	0.00	356.31	639.96	55.65	695.61
	5 day/week pickup	824.97	758.97	354.53	0.00	354.53	404.44	0.00	404.44	758.97	66.00	824.97
	6 day/week pickup	967.47	890.07	425.48	0.00	425.48	464.59	0.00	464.59	890.07	77.40	967.47
Bin: 1-1/2-Yard	1 day/week pickup	171.64	157.91	53.20	0.00	53.20	104.71	0.00	104.71	157.91	13.73	171.64
	2 day/week pickup	274.20	252.26	106.37	0.00	106.37	145.89	0.00	145.89	252.26	21.94	274.20
	3 day/week pickup	370.10	340.49	159.57	0.00	159.57	180.92	0.00	180.92	340.49	29.61	370.10
	4 day/week pickup	497.59	457.78	212.74	0.00	212.74	245.04	0.00	245.04	457.78	39.81	497.59
	5 day/week pickup	650.18	598.17	265.96	0.00	265.96	332.21	0.00	332.21	598.17	52.01	650.18
	6 day/week pickup	761.33	700.42	319.13	0.00	319.13	381.29	0.00	381.29	700.42	60.91	761.33
Roll-off Service (per occurrence)		1,200.54	1,104.50	593.37	0.00	593.37	511.13	0.00	511.13	1,104.50	96.04	1,200.54
Bin Pull-out Service (per bin, per frequency)		21.89	20.14	0.00	0.00	0.00	20.14	0.00	20.14	20.14	1.75	21.89
Organics Barrel Sanitation Charge (per barrel)		5.66	5.21	0.00	0.00	0.00	5.21	0.00	5.21	5.21	0.45	5.66
Organics Barrel Contamination Charge (per occurrence)		283.09	260.44	0.00	0.00	0.00	260.44	0.00	260.44	260.44	22.65	283.09
Customer Owned Barrels - 3+ Units (1 day/week pickup)		171.65	157.92	28.40	0.00	28.40	129.52	0.00	129.52	157.92	13.73	171.65

SOUTH EL MONTE
Rates & Services

Mobile Homes & Apartments
Effective January 1, 2022

	Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 0.00%	New Tipping Fee	Current Service Fee	Service Fee Adj 0.00%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin Optional Services:											
Bin Lock Lid Charge	13.59	12.50	0.00	0.00	0.00	12.50	0.00	12.50	12.50	1.09	13.59
Bin Extra Dump Charge	56.62	52.09	0.00	0.00	0.00	52.09	0.00	52.09	52.09	4.53	56.62
Bin Overflow Charge	56.62	52.09	0.00	0.00	0.00	52.09	0.00	52.09	52.09	4.53	56.62
Bin Overweight Charge	56.62	52.09	0.00	0.00	0.00	52.09	0.00	52.09	52.09	4.53	56.62
Bin Dead Run Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Go Back Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Delivery Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Exchange Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Bring-in Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Wash/Clean Out Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Rental Charge	113.24	104.18	0.00	0.00	0.00	104.18	0.00	104.18	104.18	9.06	113.24
Bin Lock-Lid Install (one-time charge)	38.88	35.77	0.00	0.00	0.00	35.77	0.00	35.77	35.77	3.11	38.88
Bin Exchange with Metal Lids	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Bin Customer Fabrication Charge (per cubic yard)	222.15	204.38	0.00	0.00	0.00	204.38	0.00	204.38	204.38	17.77	222.15
Temporary Bin Service	255.48	235.04	0.00	0.00	0.00	235.04	0.00	235.04	235.04	20.44	255.48
Temporary Bin Service - Extra Dump	188.83	173.72	0.00	0.00	0.00	173.72	0.00	173.72	173.72	15.11	188.83
Temporary Bin Service with Scout	277.70	255.48	0.00	0.00	0.00	255.48	0.00	255.48	255.48	22.22	277.70
Temporary Bin Service with Scout - Extra Dump	211.04	194.16	0.00	0.00	0.00	194.16	0.00	194.16	194.16	16.88	211.04
Temporary Bin Lock-Lid Install (one-time charge)	38.88	35.77	0.00	0.00	0.00	35.77	0.00	35.77	35.77	3.11	38.88
Temporary Bin Lock-Lid Svc (per lock x freq)	13.59	12.50	0.00	0.00	0.00	12.50	0.00	12.50	12.50	1.09	13.59
Bulky Item Pickup - First Item	27.77	25.55	0.00	0.00	0.00	25.55	0.00	25.55	25.55	2.22	27.77
Bulky Item Pickup - Additional Items	16.66	15.33	0.00	0.00	0.00	15.33	0.00	15.33	15.33	1.33	16.66
Bulky Item Pickup - Dead Run or Go-Back	27.77	25.55	0.00	0.00	0.00	25.55	0.00	25.55	25.55	2.22	27.77
"Slim-Jim" Organic Container Purchase	55.54	51.10	0.00	0.00	0.00	51.10	0.00	51.10	51.10	4.44	55.54
Roll-Off Optional Services											
Roll-Off Box Relocation	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Dead-Ru or Go-Back	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Demurrage (per day, no hauls in 30 days)	13.33	12.26	0.00	0.00	0.00	12.26	0.00	12.26	12.26	1.07	13.33
Roll-Off "Rocket Launcher" (per hour, 4 hr. min.)	144.40	132.85	0.00	0.00	0.00	132.85	0.00	132.85	132.85	11.55	144.40
Roll-Off Compactor Wash-Out	277.70	255.48	0.00	0.00	0.00	255.48	0.00	255.48	255.48	22.22	277.70
Roll-Off Plastic Liners	44.43	40.88	0.00	0.00	0.00	40.88	0.00	40.88	40.88	3.55	44.43
Roll-Off Box Rental	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Compactor Rental	610.92	562.05	0.00	0.00	0.00	562.05	0.00	562.05	562.05	48.87	610.92
Roll-Off Roll-Top Rental	55.54	51.10	0.00	0.00	0.00	51.10	0.00	51.10	51.10	4.44	55.54
Roll-Off Storage Box Delivery	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Storage Box Removal	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Storage Box Rental Charge	194.38	178.83	0.00	0.00	0.00	178.83	0.00	178.83	178.83	15.55	194.38
Other Optional Services for All Accounts											
Declined Payment Charge (any reason)	33.33	30.66	0.00	0.00	0.00	30.66	0.00	30.66	30.66	2.67	33.33
Late Fees (1.5% / month, \$5.00 minimum)	5.55	5.11	0.00	0.00	0.00	5.11	0.00	5.11	5.11	0.44	5.55
Stop Service Charge	33.33	30.66	0.00	0.00	0.00	30.66	0.00	30.66	30.66	2.67	33.33
Resume Charge	33.33	30.66	0.00	0.00	0.00	30.66	0.00	30.66	30.66	2.67	33.33
Standby Time (each 15 minutes)	38.88	35.77	0.00	0.00	0.00	35.77	0.00	35.77	35.77	3.11	38.88

Attachment B

**NOTICE OF PUBLIC HEARING
BY THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE
REGARDING THE CITY'S RESIDENTIAL AND COMMERCIAL
SOLID WASTE REFUSE COLLECTION CHARGES AND NEW RATES**

Dear Business, Resident/Property Owner,

NOTICE IS HEREBY GIVEN that the City Council of the City of South El Monte will hold a public hearing on Tuesday, September 14, 2021 at 6:00 p.m. or thereafter to consider new rates for the residential refuse collection services and disposal fees charged to residential for solid waste collection and disposal services within the City. The proposed rate structure is compelled by the State of California's passage of new solid waste collection mandates under Senate Bill 1383 (Lara) and wide-ranging regulations implementing the Bill in Title 14 of the California Code of Regulations (collectively, "SB 1383") at City Hall located at 1415 Santa Anita Avenue, South El Monte, California.

More specifically, the State of California has recently, through SB 1383, imposed the most comprehensive and significant set of State mandates relating to solid waste, recycling and organics imposed upon local jurisdictions in at least the last 30 years. The State's SB 1383 mandates range from dictating where, and in what containers, recyclable and solid waste materials may be placed, down to the color of such containers. SB 1383 requires a comprehensive host of new waste hauler and City requirements with respect to reporting to the State (State oversight), enforcement mandates, food recovery programs, and costly educational outreach, amongst other mandates. Complying with these new State mandates imposes substantial costs on both the City and the waste hauler, thus compelling the proposed rate schedule attached hereto as Exhibit "A".

NO CHANGE TO COMMERCIAL AND MULTIFAMILY RATES ARE PROPOSED. The commercial and multifamily rates were previously updated on June 25, 2019 and will remain unchanged.

The solid waste disposal services in the City are performed by Arakelian Enterprises, Inc., a California corporation d/b/a/ Athens Services ("Athens"). Residential properties with cart service are billed on a quarterly basis, and multi-family and commercial customers are billed on a monthly basis. For these purposes, all definitions of "commercial," "residential" and "multi-family" will be based on those definitions mandated by the State in SB 1383.

INFORMATION ABOUT THE CHARGES

A. **Background:** The City Council has previously determined the collection and disposal of refuse in the City is a service to be performed by a private company, under an exclusive franchise agreement. The exclusive franchise agreement with Athens was approved by the City Council on September 13, 2000, and thereafter amended (the "Franchise Agreement"). The maximum rates for solid waste collection services for calendar year 2021, to be considered at the Public Hearing on September 14, 2021 include charges for weekly residential service based on the size of cart requested, commercial service based on size of containers, and frequency of service, as well as special charges for specific services including bin rental and other related services.

Senior/Low Volume discounts are provided for use of a small disposal cart. Those suffering from temporary or permanent disability and without assistance to pull out their trash carts to the street are offered assistance (pull-out service) by the waste hauler free of charge.

B. Basis upon which the charges were calculated and reasons for the charge: Your refuse bills compensate Athens for the costs of providing refuse services, including all labor, equipment, material, supplies, supervision and all other items necessary to perform the work and provide the services described in the Franchise Agreement. The proposed increase in rates reflects additional services provided by Athens under the Franchise Agreement, and including without limitation, regular inflationary cost increases, increased costs of providing State-required organics diversion programs and compliance with other recent changes in State law, and major changes in the costs of providing recycling services as a result of certain adverse developments in the recycling markets.

The rate adjustment methodology provides for an adjustment to the rate adjustment index for each respective cost component for the twelve-month (12-month) period ending December prior to the rate year anniversary date for changes in the consumer price index for trash and garbage collection and one percentage point above that to compensate the waste hauler for ongoing operation and maintenance costs, in addition to fees of the franchisee.

The maximum rates for solid waste collection services are for the operation and administration of the refuse disposal and recycling programs implemented by the franchisee in accordance with the Franchise Agreement and State law, as well as to cover certain governmental fees, and franchise fees. The primary factors for the proposed new rate structure pertain to regular inflationary cost increases, increased costs of providing State-required organics diversion programs and other recently enacted State mandates, and changes in overseas recycling markets.

C. Charge per account. The proposed rates starting January 1, 2022 for residential customers serviced by Athens are set forth in Exhibit "A". The proposed rates will go into effect on January 1, 2022 and will be billed on the first monthly commercial bill and quarterly residential bill.

ABILITY TO PROTEST

Owners of real property subject to the rate increases (and lessees/commercial or single family/multi-family customers of such property who actually pay the rates) in the City of South El Monte, who wish to protest the new rates can send in a written protest to the City Clerk at the address below and/or attend the public hearing on the increases to register their written protest at the hearing. Only one written protest per residential or commercial parcel in the city's service area (i.e. address/assessor parcel number) will be counted. Written protests must be received by the City Clerk, either by mail or in-person delivery, prior to or during the public hearing on September 14, 2021. Any written protests received following the close of the public hearing will not be counted.

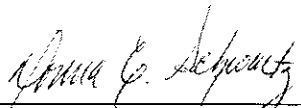
All written protests must, at a minimum, include the following information to be counted: (a) address or assessor parcel numbers of property subject to the new rates, (b) name and signature of the protester and whether the protester is a property owner or service account holder and (c) a clear statement protesting the rates pursuant to this notice. Written protests by electronic mail (email) or fax will not be accepted.

This protest hearing is being conducted in accordance with Article XIID of the California Constitution. The City Council will not implement the new rates and fees should a majority written protest against the proposed rates and fees be received on all identified residential or commercial parcels in the City's service area.

Any additional information on the proposed fee structure may be obtained from the City's Public Works Department at 1415 Santa Anita Avenue, South El Monte, CA 91733. Additional information and a copy of this Notice is also available on the City of South El Monte website at cityofsouthelmonte.org.

If you challenge this proposal in court, you may be limited to raising only those issues you, or someone else raised at the public hearing described in this Public Hearing Notice, or in written correspondence delivered to the City Clerk at, or prior to the Public Hearing.

DATED: This 29th day of July 2021:



Donna G. Schwartz, CMC
City Clerk

EXHIBIT A
SOLID WASTE RESIDENTIAL AND COMMERCIAL RATES^{(1) (2)}

Rate Table - Solid Waste / Recycling / Organics

City of South El Monte

*~ Total Monthly Standard Rates for the Collection of Solid Waste, Recyclables, Yard Waste and other Compostables
~ Proposed annual rate adjustment methodology is "Consumer Price Index (CPI) for All Urban Consumers: Water and Sewer and Trash Collection" + 1%*

Type of Service	Effective Jan 1, 2022	Effective Jul 1, 2022	Effective Jul 1, 2023	Effective Jul 1, 2024	Effective Jul 1, 2025	Effective Jul 1, 2026
<i>Residential Services:</i>						
Regular 96-Gallon Cart Service (all 3 carts)	\$5.97	(Annual CPI-U + 1%) + \$5.97	(Annual CPI-U + 1%) + \$5.97	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%
Regular 64-Gallon Cart Service (all 3 carts)	\$5.30	(Annual CPI-U + 1%) + \$5.30	(Annual CPI-U + 1%) + \$5.30	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%
Senior / Low Volume 35-Gallon Cart Service (all 3 carts)	\$4.72	(Annual CPI-U + 1%) + \$4.72	(Annual CPI-U + 1%) + \$4.72	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%
Additional 96-Gallon Cart (all material)	\$2.67	(Annual CPI-U + 1%) + \$2.67	(Annual CPI-U + 1%) + \$2.67	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%
Additional 64-Gallon Cart (all material)	\$2.00	(Annual CPI-U + 1%) + \$2.00	(Annual CPI-U + 1%) + \$2.00	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%
Additional 35-Gallon Cart (all material)	\$1.33	(Annual CPI-U + 1%) + \$1.33	(Annual CPI-U + 1%) + \$1.33	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%
Commercial 3-Yard Bin, Qty: 1, 1 day/week pickup	\$294.00	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%
Multi-Family 3-Yard Bin, Qty: 1, 1 day/week pickup	\$282.66	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%
Roll-off Service (per occurrence)	\$1,200.54	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%	Annual CPI-U + 1%

- (1) Rate increases that exceed the maximum rates above will require a new majority protest hearing process pursuant to California Proposition 218, Cal. Const. Article XIII D, Section 6(a). Otherwise, annual adjustments shall be based on the actual CPI-U, as defined by the CPI-U Index cited in this Notice. Thus, actual rates may be lower than those identified above if the actual CPI-U escalation is lower than the maximums above.
- (2) Not all rates identified above constitute "property-related fees" subject to the majority protest process under Proposition 218. The City has nonetheless provided a full schedule of all fees in furtherance of public transparency.

Attachment C

WASTE / RECYCLING / ORGANICS HAULING SERVICES - RATE COMPARISON CHART

CITY	RESIDENTIAL RATE/MO	SERVICE TYPE	COMMERCIAL RATE/MO	SERVICE TYPE
City A	\$29.47	Mixed Waste / Green Waste	\$275.35	Mixed Waste / Organics
City B	\$31.01	Mixed Waste / Green Waste	N/A	Open Market
City C	\$37.31	Trash / Recycle / Green Waste	\$326.43	Mixed Waste / Organics
City D	\$39.93	Mixed Waste / Green Waste	\$235.24	Mixed Waste / Organics
City E	\$34.10	Mixed Waste	\$396.96	Mixed Waste / Organics
City F	\$36.17	Trash / Recycle / Green Waste	\$210.97	Mixed Waste / Organics
City G	\$26.46	Mixed Waste / Green Waste	\$265.61	Trash / Recycle / Organics
City H	\$19.75	Trash / Recycle / Green Waste	\$353.15	Trash / Recycle / Organics
City I	\$43.31	Mixed Waste / Green Waste	N/A	Open Market
City J	\$41.31	Mixed Waste / Green Waste	\$361.84	Mixed Waste / Organics
City K	\$47.58	Mixed Waste / Green Waste	\$254.65	Mixed Waste / Organics
City L	\$40.91	Trash / Recycle / Green Waste	\$319.55	Mixed Waste / Organics
SOUTH EL MONTE	\$17.91	Trash / Recycle / Organics	\$294.00	Mixed Waste / Organics
City M	\$49.20	Mixed Waste / Green Waste	\$308.68	Mixed Waste / Organics
City N	\$42.44	Trash / Recycle / Organics	\$268.27	Mixed Waste / Organics
City O	\$38.62	Mixed Waste / Green Waste	\$267.54	Mixed Waste / Organics
City P	\$25.16	Trash / Recycle / Green Waste	\$321.55	Trash / Recycle / Organics



City Council Agenda Report

Agenda Item No. 9.a.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 21-54 TO APPROVE AMENDMENT NO. 6 TO THE AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES (ATHENS), FOR WASTE/RECYCLING SERVICE ENHANCEMENTS REQUIRED TO COMPLY WITH SENATE BILL 1383 REGULATIONS AND IMPLEMENTATION OF APPROVED MAXIMUM RATE SCHEDULE

SUMMARY: In recent years, State laws and regulations pertaining to the collection of solid waste, recyclables, yard waste, and other compostables have been amended and become more stringent. Recently, the City of South El Monte had to adopt a new Ordinance to comply with SB 1383 regulations, which will go into effect beginning January 2022. On July 13, 2021, the City adopted Ordinance No. 1253 which includes provisions and enforcement mechanisms that will ensure residents and property owners, as well as the City's franchisee, comply with the state law requirements concerning solid waste and recycling. As a result, the City's hauler, Arakelian Enterprises, Inc., DBA "Athens" will need to modify their services/operations for collection of organic waste and recyclables to meet the requirements of SB 1383.

Due to the increased costs of service attendant to the implementation of SB 1383's mandatory programs and other service enhancements offered by Athens, on September 14, 2021, the City Council held a fair and noticed public majority protest hearing to consider a proposed adjustment to Athens' solid waste and recycling service rates. No majority protest was lodged, and the City Council approved implementation of the new rates. However, binding implementation of the new rates, commitment to enhanced refuse and recycling services, and compliance with SB 1383 requires a contractual amendment with Athens.

Therefore, the current agreement between the City and Athens Services needs to be amended in accordance with (i) the changes to the waste collection services to be provided in compliance with SB 1383, and (ii) the new service rates to be applied.

RECOMMENDED ACTION: Staff recommends City Council consider and approve Resolution No. 21-54, adopting that “Sixth Amendment to the Amended and Restated Agreement by and Between the City of South El Monte and Arakelian Enterprises, Inc., DBA Athens for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables” (“Amendment No. 6”) in order to implement (i) enhancements to the waste collection services to be provided and compliance with SB 1383, and (ii) the new rate structure to be applied to such services.

FISCAL IMPACT: None. The proposed rate structure attachment to Amendment No. 6 has already been approved by the City Council.

DISCUSSION: The City Council has previously determined the collection and disposal of refuse in the City is a service to be performed by a private company, Athens, under an exclusive franchise agreement. The exclusive franchise agreement with Athens was approved by the City Council on September 13, 2000, and thereafter amended five times (the “Franchise Agreement”). The maximum rates for solid waste and recycling services are contained in the Franchise Agreement, as amended. Therefore, changes in any portion of the maximum rate schedule require an amendment to the Franchise Agreement.

On September 14, 2021, the City Council held a fair and noticed public majority protest hearing to consider a proposed adjustment to Athens’ solid waste and recycling service rates. No majority protest was lodged, and the City Council approved implementation of the new rates. The new maximum rate structure was largely based on Senate Bill (SB) 1383.

SB 1383 enacts the most comprehensive and complex set of revisions to solid waste management laws seen in at least the last 30 years. SB 1383 establishes methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. SB 1383 establishes targets to achieve a 50% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, and a 75% reduction by 2025. The law includes entirely new collection programs, organic waste “procure-back” standards, intensive inspection requirements to ensure materials are disposed of in proper containers, new monthly and annual reports, amongst other complex mandates necessitating substantial capital outlays by both cities and their haulers (e.g., Athens) to comply with the law. In addition to SB 1383 compliance, the City and Athens have also negotiated other refuse and recycling service enhancements, such as a transition to automated service at residential premises; providing free residential bulky item pickup services for up-to three pickup events per year; increasing the number of citywide cleanup events hosted by Athens and City; and adding two annual citywide compost giveaway events hosted by Athens and City.

For the foregoing reasons, Amendment No. 6 is proposed to effect (1) Athens’ binding obligations to perform the above-described, enhanced refuse and recycling services and compliance with SB 1383, and (2) the adjusted maximum rate structure adopted at the September 14, 2021 majority protest public hearing.

ATTACHMENT(S):

A. Reso No. 21-54 Athens Amendment

- B. Redlined Athens Amendment No. 6
- C. Final Athens Amendment No. 6
- D. Athens Services Agreement & Amendments No.1-5

Attachment A

RESOLUTION NO. 21-54

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL TO CONSIDER AND APPROVE AMENDMENT NO.6 TO THE AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES (ATHENS) IMPLEMENTING ENHANCED REFUSE AND RECYCLING SERVICES AND ATTENDANT RATE STRUCTURE

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

WHEREAS, the City and Arakelian Enterprises, Inc., DBA "Athens," entered into the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste, and Other Compostables ("Agreement") dated September 13, 2000, and in which the Agreement was amended on June 14, 2006 (Amendment No. 1); October 28, 2008 (Amendment No. 2); January 14, 2014 (Amendment No. 3); June 25, 2019 (Amendment No. 4); and January 14, 2020 (Amendment No. 5); and

WHEREAS, Amendment No. 2 incorporated street sweeping services into the contract; and

WHEREAS, Amendment No. 3 amended Section 5.3 of the Agreement, as it regards the annual rate adjustment, to revise the process in Athens applying for the annual rate adjustment, to stipulate which month the increase will take effect, and to specify the increase would be based on the percentage increase in the Consumer Price Index (CPI) for the previous 12-month period (April through March) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area, not to exceed eight percent (8%); and

WHEREAS, the Agreement and Amendment No. 3 specified the annual rate adjustment applied to the collection of solid waste services yet intended to include street sweeping services; and

WHEREAS, Amendment No. 4 incorporated an organics recycling program for commercial/industrial premises into the contract in response to Assembly Bill 1826; and

WHEREAS, both the City and Athens were of the understanding that the CPI applied to both the collection of solid waste and street sweeping services, in which Athens charged and the City paid the annual rate adjustment for both services, however this understanding was not clearly memorialized in prior Amendments to the Agreement. Thus, Amendment No. 5, memorialized the application of CPI adjustments to the costs of street sweeping services; and

WHEREAS, since Amendment No. 5, the State Legislature enacted Senate Bill (SB) 1383. SB 1383 enacts the most comprehensive and complex set of revisions to solid waste management laws seen in at least the last 30 years. SB 1383 establishes methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. SB 1383 establishes targets to achieve a 50% reduction in the level of the statewide disposal of organic waste

from the 2014 level by 2020, and a 75% reduction by 2025. The law includes entirely new collection programs, organic waste “procure-back” standards, intensive inspection requirements to ensure materials are disposed of in proper containers, new monthly and annual reports, amongst other complex mandates necessitating substantial capital outlays by both cities and their haulers (e.g., Athens) to comply with the law; and

WHEREAS, the City and Athens have negotiated waste collection service enhancements in response to Senate Bill 1383, which requires cities to adopt an enforceable ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations; and

WHEREAS, an Amendment No. 6 is proposed to enact programs needed for SB 1383 compliance, as well as other service enhancements such as a transition to automated service at residential premises; increasing container services from two to three barrels to improve the collection of recyclables, green waste, and organic waste; providing free residential bulky item pickup services for up to three pickup events per year; increasing the number of citywide cleanup events hosted by Athens and City; adding two annual citywide compost giveaway events hosted by Athens and City; and the implementation of new protocols to prevent or discourage waste barrel contamination at residential premises; and

WHEREAS, the Parties agreed that Athens was entitled to seek adjustment to certain service rates and charges, effective January 1, 2022, for the enhanced services and additional work covered by the proposed Amendment No. 6, as well as the increased costs and capital outlays needed for compliance with SB 1383; and

WHEREAS, the City Council of the City of South El Monte held a fair and noticed public majority protest hearing on September 14, 2021, to consider Athens’ proposed solid waste and recycling collection services rate structure pursuant to the above-stated facts; and

WHEREAS, at said public hearing, all interested property owners were afforded the opportunity to protest the proposed new refuse and recycling rates. A majority protest against the rate structure was not received by the City Council. Therefore, the City Council adopted the proposed new refuse and recycling rates. Such schedule must now be implemented into the Agreement, as amended, through proposed Amendment No. 6.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the proposed Amendment No. 6 to the Agreement between the City and Athens, which includes service enhancements and the approved maximum permitted rates for the comprehensive services.

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute Amendment No. 6 in substantially the form attached as Attachment B to the September 14, 2021, staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 6.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 14th day of September, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 21-54 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 14th day of September, 2021 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

ATTACHMENT B

Updated and Reposted on September 14, 2021

SIXTH AMENDMENT TO THE
AMENDED AND RESTATED AGREEMENT
BY AND BETWEEN
THE CITY OF SOUTH EL MONTE
AND
ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE,
RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES

This Sixth Amendment (“Amendment”) to the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables is entered into as of [REDACTED], by and between the City of South El Monte, a California municipal corporation (the “City”) and Arakelian Enterprises, Inc., a California corporation d/b/a/ Athens Services (“Contractor”; jointly with the City, the “Parties”).

RECITALS

WHEREAS, City and Contractor previously entered into the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables dated September 13, 2000, which agreement was amended by that certain First Amendment dated June 14, 2006, that certain Second Amendment dated October 28, 2008, that Certain Third Amendment dated January 14, 2014, that certain Fourth Amendment dated June 25, 2019, and that certain Fifth Amendment dated January 14, 2020 (as amended, the “Agreement”);

WHEREAS, the State of California (“State”) has found and declared that the amount of solid waste generated in California, coupled with diminishing disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program, and the State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed;

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, solid waste facilities, and other entities to support achievement of State-wide organic waste disposal reduction targets, and to this end, on July 13, 2021, the South El Monte City Council approved the second reading of Chapter 13.14 into the City of South El Monte Municipal Code in order to implement compliance with SB 1383;

WHEREAS, City and Contractor have determined solid waste service enhancements for residential and commercial/industrial premises in the City would benefit local residents and businesses;

WHEREAS, the service enhancements contemplated by the Parties include but are not limited to a transition to automated service at residential premises; increasing container services from two to three barrels to improve the collection of recyclables, green waste, and organic waste; providing free residential bulky item pickup services for up to three pickup events per year; increasing the number of citywide cleanup events hosted by Contractor and City; adding two annual citywide compost giveaway events hosted by Contractor and City; and the implementation of new protocols to prevent or discourage waste barrel contamination at residential premises, with a one-year grace period intended to educate residents on proper waste disposal techniques and adjust to a three-barrel waste collection system;

WHEREAS, the Parties agree that Contractor is entitled to adjust certain service rates and charges, effective January 1, 2022, for the enhanced services and additional work covered by this Amendment and the Agreement;

WHEREAS, City and Contractor now desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, City and Contractor mutually agree as follows:

AGREEMENT

1. *Effective Date.* This Amendment shall take effect on January 1, 2022.
2. *Food Recovery Exempted from Franchise Exclusivity.* Section 1.4 of the Agreement is hereby amended to read as follows (deletions in ~~striketrough~~, additions in ***bold and italic***):

“1.4 Grant of Exclusive Franchise. Subject to the terms and conditions of this Agreement, CITY hereby grants and issues to CONTRACTOR the exclusive franchise, authority, right and privilege to collect, transport, process pick-up, gather, remove and dispose of all solid waste, recyclables, yard waste and other compostables which are produced, generated or accumulated by all residential, commercial, institutional (to the extent the CITY can exercise control over them), industrial users or customers within the CITY, for the term of this Agreement, unless earlier terminated as provided herein. ***Such grant of exclusive franchise rights and privileges shall not extend to Edible Food that is collected, transported, processed, picked-up, or removed from Edible Food Generators by Food Recovery Organizations, charitable pantries, or other Food Recovery Services for the purposes of Food Recovery as those terms are defined in 14 CCR Sections 18982(a)(18), (24), (25), and (26).***”

3. Notice of Termination. The first sentence of Section 1.5.3 of the Agreement is hereby amended to read as follows below (deletions in ~~striketrough~~, additions in ***bold and italic***). All other terms in Section 1.5.3 shall remain in effect.

“Notwithstanding the foregoing paragraphs 1.5.1 and 1.5.2, either party may terminate the automatic one-year extension described in Section 1.5.1 by serving the other party with a written notice of termination prior to July 13 in any year for the extension that will take effect on September 13 of that year, ***provided that the CITY may not serve a written notice at any time prior to July 13, 2024.***”

4. ***SB 1383 Compliance.*** A new Section 3.1.2 titled “SB 1383 Compliance” shall be added to the Agreement as follows:

“3.1.2 SB 1383 Compliance. ~~CITY~~CITY and ~~Contractor~~CONTRACTOR will reasonably cooperate in good faith to support City’s undertake reasonable business efforts and cooperation warranted for CITY’s and CONTRACTOR’s compliance with all requirements imposed on ~~City~~allCITY and CONTRACTOR under the laws and regulations enacted by Senate Bill 1383 (“Short-Lived Climate Pollutant Reduction Strategy”).”) as approved for regulatory action on November 20, 2020 and effective January 1, 2022. In the event of any amendments to SB 1383 that materially impact the duties and obligations of the respective parties, CONTRACTOR and CITY shall meet and confer in good faith to negotiate and implement any necessary programmatic compliance. CONTRACTOR shall serve as “Designee” for purposes of South El Monte Municipal Code Chapter 13.14.”

5. ***Container Roll-Out.*** A new Section 3.1.3 is hereby added to Agreement Section 3.1 (“Compliance with Laws”) to read in its entirety as follows:

“Container Roll-Out. Commencing on or about December 1, 2021, CONTRACTOR shall initiate the roll-out of new (or like-new) Containers for the three-stream disposal and collection of (i) refuse, garbage, or mixed waste, (ii) Recyclable Materials, and (iii) Yard Waste, Green Waste, and Organic Waste by residential and commercial customers in the CITY to the extent necessary for standard compliance with Senate Bill 1383 (Health and Safety Code §§ 39730.5, 39730.6, 39730.7, and 39730.8 and Public Resources Code Chapter 13.1, Part 3 of Division 30, “SB 1383”). The color, labelling, type and character of all such containers shall be compliant with the requirements of SB 1383, and the roll-out of such containers shall be performed by CONTRACTOR in compliance with implementation timeframes specified in SB 1383.”

5.6. Franchise Fee. Section 3.2.1 of the Agreement shall be amended as follows (deletions in ~~striketrough~~, additions in ***bold and italic***):

“3.2.1 Percentage Paid to City. CONTRACTOR shall pay to the CITY a franchise fee of eight percent (8%) of the CONTRACTOR’s gross receipts from all ***residential and commercial/industrial customers.”***

6.7. Residential Waste Collection Services. Section 3.4.1 of the Agreement shall be deleted in its entirety and replaced with the following provision:

“3.4.1 Standard Services. CONTRACTOR shall provide residents with one (1) time per week collection services. CONTRACTOR shall provide such services to residential premises at the rates reflected in Exhibit D. The CITY and CONTRACTOR agree that CONTRACTOR will provide once-weekly automated collection services for residential premises, to be fully implemented no later than January 1, 2022. The default collection service level for residential customers shall be three (3) 96-gallon Containers comprising of one Container each for (i) refuse, garbage, or mixed waste, (ii) Recyclable Materials, and (iii) Yard Waste, Green Waste, and Organic Waste. To the extent CONTRACTOR collects residential mixed waste, which it is permitted to do, Yard Waste recovered from containers with mixed waste shall be recovered after being processed at a Material Recovery Facility. To the extent CONTRACTOR collects residential organic waste, as that term is defined in Pub. Res. Code 42649.8 (“Organic Waste”), residents shall dispose Yard Waste, green waste, food waste, food-soiled paper products, clean wood, and lumber only into containers designated for Yard Waste, and such waste shall be transferred to an Organic Waste processing facility selected by Contractor. At the request of the customer, CONTRACTOR may provide additional Solid Waste Containers at rates provided in Exhibit D.”

7.8. *Residential Contamination Protocols*. Section 3.4.3 of the Agreement shall be deleted in its entirety and replaced with the following provisions:

“3.4.3 Contamination Protocols. Residential Householders should not commingle nonrecyclable material in Solid Waste Containers designated for Recyclables, Yard Waste or green waste, and Organic Waste (as that term is defined in Section 3.8.2) if diverted from landfills. In order to prevent unauthorized commingling, CONTRACTOR shall implement the following protocols:

1. For the purposes of these protocols, “Contamination” refers to materials placed in a container intended for Recyclables or Organics Waste other than Recyclables or Organic Waste, respectively, or Organic Waste placed a container that is intended solely for non-recyclable or non-organic Solid Waste. Contamination shall be determined by Contractor’s visual or digital inspection.
2. Upon the first and second discoveries of Contamination within a given calendar year starting January 1, CONTRACTOR will collect the contaminated waste if safe to do so, treat the waste as garbage for handling and billing purposes, and affix a “Contamination Violation Notice” to any container with contaminated waste. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste, and CONTRACTOR must notify the customer by phone, by U.S. mail, by email, in person, or by tag, of the following: (i) for the third and subsequent occurrences of contamination, the customer may

be charged a contamination fee for each contaminated container, and (ii) for the fifth and subsequent occurrences of contamination, CONTRACTOR may charge a contamination fee and increase the size of the customer's waste container or require an additional container(s). CONTRACTOR must also contact the customer by phone, by U.S. mail, by email, in person, or by tag, to ensure that the customer has the appropriate level of service for proper collection of waste.

3. Upon each of the third and fourth discoveries of Contamination within a given calendar year starting January 1, CONTRACTOR will collect the waste in the contaminated container(s) if safe to do so, treat the waste as garbage for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. CONTRACTOR may also elect to charge a contamination fee for each occurrence as set forth in Exhibit D. For any assessed contamination fee, CONTRACTOR must provide digital/visual documentation of CONTRACTOR's discovery of contamination.
4. Upon each of the fifth and any subsequent discoveries of Contamination within a given calendar year starting January 1, CONTRACTOR will collect the waste in the contaminated container(s) if safe to do so, treat the waste as garbage for handling and billing purposes, and charge a contamination fee for each occurrence as set forth in Exhibit D. For any assessed contamination fee, CONTRACTOR must provide digital/visual documentation of CONTRACTOR's discovery of contamination. Further, upon five (5) business days' notice to CITY and customer, CONTRACTOR may (i) increase container size, require additional containers for excessive contamination, or increase collection frequency, or (ii) impose contamination fees for a period of six (6) months or until the customer has demonstrated no contamination for a period of three (3) consecutive months. CITY will consult with CONTRACTOR and consider, and CITY will pursue as applicable, appropriate legal remedies against offending customers in order to secure discontinuance of the Contamination. CONTRACTOR may recover from the offending customer(s) the costs of such City actions. All unpaid amounts due to CONTRACTOR hereunder shall be subject to the delinquent payment procedures specified in Sections 5.6 and 5.8.

5. Notwithstanding the foregoing, CONTRACTOR shall not charge a contamination fee for any contamination discovered prior to January 1, 2023.”

~~8. *Bulky Item Pickup.* Section 3.7.1 of the Agreement shall be deleted in its entirety and replaced with the following provision:~~

~~“3.7.1 Residential-Excess Special Collection Services. CONTRACTOR shall provide, upon request from a Residential Householder, excess Special Collection Services beyond those described in Sections 3.4.1 and 3.6. Such services shall be provided up to three (3) times per year per Residential Premises at no additional expense to such customers or the CITY. In the event that Special Collection Services are required more than three (3) times per year at a given Residential Premises, each additional request for Special Collection Service shall be accommodated by CONTRACTOR at such Residential Premises at such times and at such rates as specified in Exhibit D.”~~

9. *Citywide Cleanup Drives; Compost Giveaways.* Section 3.6 of the Agreement shall be deleted in its entirety and replaced with the following provisions:

“3.6 Unusual/Major Items

3.6.1 Clean-Up Drives. CONTRACTOR shall host, at no additional cost, three (3) community-wide residential trash cleanup drives per year. During each drive, CONTRACTOR will pick up all unusual major items of trash generated at Residential Premises and placed curbside, including large objects such as couches, refrigerators, and rugs which are not otherwise collected as part of CONTRACTOR’s normal residential service. Each drive shall take place on a Saturday mutually acceptable to CITY and CONTRACTOR. CONTRACTOR shall make every reasonable effort to divert materials collected to resource recovery facilities.

3.6.2 Compost Giveaway: CONTRACTOR shall host two (2) compost giveaway events per year on dates, at locations, and at times selected by the CITY. At each compost giveaway event, CONTRACTOR shall make a total of ten (10) tons of compost available to interested CITY residents, provide personnel to assist residents to load compost into their containers, and clean up any location where compost is provided to the public. All compost activities provided hereunder will be provided to the CITY at no charge to the CITY or its residents.”

~~10. *Bulky Item Pickup.* Section 3.7.1 of the Agreement shall be deleted in its entirety and replaced with the following provision:~~

~~“3.7.1 Residential-Excess Special Collection Services. CONTRACTOR shall provide, upon request from a Residential Householder, excess Special Collection Services beyond those described in Sections 3.4.1 and 3.6. Such~~

services shall be provided up to three (3) times per year per Residential Premises at no additional expense to such customers or the CITY. In the event that Special Collection Services are required more than three (3) times per year at a given Residential Premises, each additional request for Special Collection Service shall be accommodated by CONTRACTOR at such Residential Premises at such times and at such rates as specified in Exhibit D.”

10.11. Facility Selection. A new Section 3.28 titled “Facility Selection” shall be added to the Agreement to read as follows:

“3.29 Facility Selection. Notwithstanding any provisions in this Agreement to the contrary, CONTRACTOR, within its sole discretion, may select the processing facilities, landfills, and other destinations for all waste collected pursuant to this Agreement. Notwithstanding the foregoing, CITY reserves the right to select the processing facilities, landfills, and other destinations for all waste, provided CITY and CONTRACTOR first agree to an adjustment of rates, or to other modifications to the Agreement such as changes to any diversion requirements, liquidated damages, or indemnification obligations in this Agreement. Nothing in this Agreement shall be construed as obligating CONTRACTOR to change a CONTRACTOR-selected waste destination prior to CITY and CONTRACTOR having first agreed in writing to any such change.”

11.12. Waste Characterization Assessments. A new Section 3.30 titled “Waste Characterization Assessments” shall be added to the Agreement as follows:

“3.30 Waste Characterization Assessments. Beginning January 1, 2023, and every quarter thereafter, CONTRACTOR shall perform waste characterization assessments of representative samples of residential containers designated for Recyclables and Yard Waste or Organic Waste collected by CONTRACTOR in the CITY to determine the overall contamination levels for said waste streams. The following shall apply in connection with the foregoing waste assessments:

1. If, for two (2) consecutive quarters, residential Recyclables containers are sampled to contain more than twenty percent (20%) refuse or other nonrecyclable material, CONTRACTOR shall be entitled to a one-time rate adjustment of 7.6% to the residential rates specified in Exhibit D; and
2. If, for two (2) consecutive quarters, residential Yard Waste or Organic Waste containers are sampled to contain more than twenty percent (20%) refuse or other non-organic material, CONTRACTOR shall be entitled to a one-time rate adjustment of 7.6% to the residential rates specified in Exhibit D.”

~~12.13.~~ Residential Rates. Section 5.2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“5.2.1 Residential Rates. The maximum rates CONTRACTOR may charge effective January 1, 2022 (subject to the adjustments set forth in Section 5.3 of this Agreement) for the collection of solid waste from residential customers are as set forth in Exhibit D.”

~~13.14.~~ Annual Rate Adjustment. Section 5.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“5.3.1 Annual Rate Adjustment. Annually, commencing July 1, 2022, and each July 1 thereafter, the maximum rates CONTRACTOR is authorized to charge for the collection of Solid Waste from Residential and Commercial/Industrial Premises shall be increased according to the Trash Index for the previous 12 month period (March to March) plus an additional 1% increase (“Trash Index +1”) (collectively “Annual Rate Adjustment”). For the purpose of this provision “Trash Index” shall mean the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City Average, not seasonally adjusted. The annual rate increase authorized hereunder shall not exceed eight percent (8%). No Annual Rate Adjustment pursuant to this Section 5.3.1 shall become effective unless the process set forth in Section 5.3.2 (as amended by the Third Amendment) is followed. All annual, automatic rate adjustments shall comply with the requirements of Government Code § 53756. Notwithstanding any provision in this Agreement to the contrary, for the period beginning January 1, 2022 and ending June 30, 2024, rate adjustments to maximum rates for residential service specified in Exhibit D shall be adjusted at the time intervals and calculated based on the Trash Index plus supplemental fixed amounts specified in Table 1 as set forth herein.

Table 1

Residential Service	For period beginning January 1, 2022	For period beginning July 1, 2022	For period beginning July 1, 2023
96 Gal (Standard)	\$5.97	Then-existing Rate + Annual Rate Adjustment + \$5.97	Then-existing Rate + Annual Rate Adjustment + \$5.97
64 Gal	\$5.30	Then-existing Rate + Annual Rate Adjustment + \$5.30	Then-existing Rate + Annual Rate Adjustment + \$5.30
35 Gal	\$4.72	Then-existing Rate + Annual Rate Adjustment + \$4.72	Then-existing Rate + Annual Rate Adjustment + \$4.72
Additional Barrels			

96 Gal (Standard)	\$2.67	Then-existing Rate + Annual Rate Adjustment + \$2.67	Then-existing Rate + Annual Rate Adjustment + \$2.67
64 Gal	\$2.00	Then-existing Rate + Annual Rate Adjustment + \$2.00	Then-existing Rate + Annual Rate Adjustment + \$2.00
35 Gal	\$1.33	Then-existing Rate + Annual Rate Adjustment + \$1.33	Then-existing Rate + Annual Rate Adjustment + \$1.33

By way of illustration, the Annual Rate Adjustment shall be calculated as follows:

<u>Year</u>	<u>Calculation</u>	<u>Notes</u>
Year 2 (March)	276.589	Trash Index
Year 1 (March)	271.311	Trash Index
Difference	+ 5.2780	Year 2 Trash Index – Year 1 Trash Index
Percentage Change	+ 2.95%	(Difference ÷ Year 1 CPI) +1%
Annual Rate Adjustment (assuming rate of \$5.97)	\$ 0.18	\$5.97 x 2.95%
New Rate	\$6.15	\$5.97 + 0.18
<i>Supplemental Increase (Residential Only 2022-24) (assuming 96-gal. in 2022)</i>	<i>\$12.12</i>	<i>\$6.15 + \$5.97 (See Table 1)</i>
”		

14.15. Residential Billing. A new Section 5.8 titled “Billing Procedures for Residential Accounts” shall be added to the Agreement as follows:

“5.8 Billing Procedures for Residential Accounts. CONTRACTOR shall bill customers at Residential Premises on a quarterly basis, in advance; in the event a customer’s pre-paid service is terminated or ceased prior to the quarter’s end, such customer shall receive a refund prorated for the time period between the end of service and the quarter end. Billing shall commence at least thirty (30) days prior to the initiation of the quarterly collection period. Payment terms are net thirty (30) days. Payments not received within sixty (60) days are considered delinquent. Upon expiration of the foregoing period, the CITY may cause the delinquent payments to be placed on CITY tax property rolls upon CONTRACTOR’s written request to the extent that such action is allowable authorized by the City’s Municipal Code. If delinquent payments are not received within ninety (90) days, CONTRACTOR may suspend service upon 72-hours

advance notice indicating that service will be suspended unless all amounts owed are paid in full. A copy of said notice shall be sent to the CITY. After service is stopped, the account will be referred to the CITY's Code Enforcement Division. -Contractor may assess late changes for delinquent accounts, as specified in Section 5.6. The late charges to be charged thereunder are the maximum amount allowed by law on such billings for each period of delinquency on residential accounts."

~~15.16.~~ *Service Rates.* Exhibit D to the Agreement is hereby amended and replaced in its entirety with a newly revised Exhibit D attached to this Amendment, which shall apply for the period beginning January 1, 2022.

~~16. — Container Roll-Out. A new Section 3.1.3 is hereby added to Agreement Section 3.1 ("Compliance with Laws") to read in its entirety as follows:~~

~~"Container Roll-Out. Commencing on [REDACTED], CONTRACTOR shall initiate the roll-out of new (or like new) Containers for the three-stream disposal and collection of (i) refuse, garbage, or mixed waste, (ii) Recyclable Materials, and (iii) Yard Waste, Green Waste, and Organic Waste by residential and commercial customers in the CITY to the extent necessary for standard compliance with Senate Bill 1383 (Health and Safety Code §§ 39730.5, 39730.6, 39730.7, and 39730.8 and Public Resources Code Chapter 13.1, Part 3 of Division 30, "SB 1383"). The color, labelling, type and character of all such containers shall be compliant with the requirements of SB 1383, and the roll-out of such containers shall be performed by CONTRACTOR in compliance with implementation timeframes specified in SB 1383."~~

17. *City Clerk.* The City Clerk is hereby directed to attach this Amendment to the Agreement.

18. *Due Execution.* The person(s) executing this Amendment on behalf of the Parties hereto warrant(s) that (i) such Party is duly organized and existing, (ii) such person(s) are duly authorized to execute and deliver this Amendment on behalf of said Party, (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment, and (iv) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

19. *Entire Amendment.* This Amendment contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment, and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment. To the extent the provisions of this Amendment are in conflict with the Agreement, as amended previously, and such provisions of the Agreement cannot be reasonably harmonized with the terms hereof pursuant to legal rules of contract and statutory interpretation, the provisions of this Amendment shall control.

20. *Full Force and Effect.* Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall apply.

21. *Counterparts.* This Amendment may be executed in counterparts, each of which shall be considered an original.

[Signatures page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

CITY OF SOUTH EL MONTE

Mayor

Date

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

ARAKELIAN ENTERPRISES, INC.,
a California corporation

Ron Arakelian, III
Executive Officer

Date

ATTACHMENT C

Updated and Reposted on September 14, 2021

SIXTH AMENDMENT TO THE
AMENDED AND RESTATED AGREEMENT
BY AND BETWEEN
THE CITY OF SOUTH EL MONTE
AND
ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE,
RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES

This Sixth Amendment (“Amendment”) to the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables is entered into as of [REDACTED], by and between the City of South El Monte, a California municipal corporation (the “City”) and Arakelian Enterprises, Inc., a California corporation d/b/a/ Athens Services (“Contractor”; jointly with the City, the “Parties”).

RECITALS

WHEREAS, City and Contractor previously entered into the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables dated September 13, 2000, which agreement was amended by that certain First Amendment dated June 14, 2006, that certain Second Amendment dated October 28, 2008, that Certain Third Amendment dated January 14, 2014, that certain Fourth Amendment dated June 25, 2019, and that certain Fifth Amendment dated January 14, 2020 (as amended, the “Agreement”);

WHEREAS, the State of California (“State”) has found and declared that the amount of solid waste generated in California, coupled with diminishing disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program, and the State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed;

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, solid waste facilities, and other entities to support achievement of State-wide organic waste disposal reduction targets, and to this end, on July 13, 2021, the South El Monte City Council approved the second reading of Chapter 13.14 into the City of South El Monte Municipal Code in order to implement compliance with SB 1383;

WHEREAS, City and Contractor have determined solid waste service enhancements for residential and commercial/industrial premises in the City would benefit local residents and businesses;

WHEREAS, the service enhancements contemplated by the Parties include but are not limited to a transition to automated service at residential premises; increasing container services from two to three barrels to improve the collection of recyclables, green waste, and organic waste; providing free residential bulky item pickup services for up to three pickup events per year; increasing the number of citywide cleanup events hosted by Contractor and City; adding two annual citywide compost giveaway events hosted by Contractor and City; and the implementation of new protocols to prevent or discourage waste barrel contamination at residential premises, with a one-year grace period intended to educate residents on proper waste disposal techniques and adjust to a three-barrel waste collection system;

WHEREAS, the Parties agree that Contractor is entitled to adjust certain service rates and charges, effective January 1, 2022, for the enhanced services and additional work covered by this Amendment and the Agreement;

WHEREAS, City and Contractor now desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, City and Contractor mutually agree as follows:

AGREEMENT

1. *Effective Date.* This Amendment shall take effect on January 1, 2022.
2. *Food Recovery Exempted from Franchise Exclusivity.* Section 1.4 of the Agreement is hereby amended to read as follows (deletions in ~~striketrough~~, additions in ***bold and italic***):

“1.4 Grant of Exclusive Franchise. Subject to the terms and conditions of this Agreement, CITY hereby grants and issues to CONTRACTOR the exclusive franchise, authority, right and privilege to collect, transport, process pick-up, gather, remove and dispose of all solid waste, recyclables, yard waste and other compostables which are produced, generated or accumulated by all residential, commercial, institutional (to the extent the CITY can exercise control over them), industrial users or customers within the CITY, for the term of this Agreement, unless earlier terminated as provided herein. ***Such grant of exclusive franchise rights and privileges shall not extend to Edible Food that is collected, transported, processed, picked-up, or removed from Edible Food Generators by Food Recovery Organizations, charitable pantries, or other Food Recovery Services for the purposes of Food Recovery as those terms are defined in 14 CCR Sections 18982(a)(18), (24), (25), and (26).***”

3. *Notice of Termination.* The first sentence of Section 1.5.3 of the Agreement is hereby amended to read as follows below (deletions in ~~striketrough~~, additions in ***bold and italic***). All other terms in Section 1.5.3 shall remain in effect.

“Notwithstanding the foregoing paragraphs 1.5.1 and 1.5.2, either party may terminate the automatic one-year extension described in Section 1.5.1 by serving the other party with a written notice of termination prior to July 13 in any year for the extension that will take effect on September 13 of that year, ***provided that the CITY may not serve a written notice at any time prior to July 13, 2024.***”

4. *SB 1383 Compliance.* A new Section 3.1.2 titled “SB 1383 Compliance” shall be added to the Agreement as follows:

“3.1.2 SB 1383 Compliance. CITY and CONTRACTOR will undertake reasonable business efforts and cooperation warranted for CITY’s and CONTRACTOR’s compliance with all requirements imposed on CITY and CONTRACTOR under the laws and regulations enacted by Senate Bill 1383 (“Short-Lived Climate Pollutant Reduction Strategy”) as approved for regulatory action on November 20, 2020 and effective January 1, 2022. In the event of any amendments to SB 1383 that materially impact the duties and obligations of the respective parties, CONTRACTOR and CITY shall meet and confer in good faith to negotiate and implement any necessary programmatic compliance. CONTRACTOR shall serve as “Designee” for purposes of South El Monte Municipal Code Chapter 13.14.”

5. *Container Roll-Out.* A new Section 3.1.3 is hereby added to Agreement Section 3.1 (“Compliance with Laws”) to read in its entirety as follows:

“*Container Roll-Out.* Commencing on or about December 1, 2021, CONTRACTOR shall initiate the roll-out of new (or like-new) Containers for the three-stream disposal and collection of (i) refuse, garbage, or mixed waste, (ii) Recyclable Materials, and (iii) Yard Waste, Green Waste, and Organic Waste by residential and commercial customers in the CITY to the extent necessary for standard compliance with Senate Bill 1383 (Health and Safety Code §§ 39730.5, 39730.6, 39730.7, and 39730.8 and Public Resources Code Chapter 13.1, Part 3 of Division 30, “SB 1383”). The color, labelling, type and character of all such containers shall be compliant with the requirements of SB 1383, and the roll-out of such containers shall be performed by CONTRACTOR in compliance with implementation timeframes specified in SB 1383.”

6. *Franchise Fee.* Section 3.2.1 of the Agreement shall be amended as follows (deletions in ~~strike through~~, additions in ***bold and italic***):

“3.2.1 Percentage Paid to City. CONTRACTOR shall pay to the CITY a franchise fee of eight percent (8%) of the CONTRACTOR’s gross receipts from all ***residential and*** commercial/industrial customers.”

7. *Residential Waste Collection Services.* Section 3.4.1 of the Agreement shall be deleted in its entirety and replaced with the following provision:

“3.4.1 Standard Services. CONTRACTOR shall provide residents with

one (1) time per week collection services. CONTRACTOR shall provide such services to residential premises at the rates reflected in Exhibit D. The CITY and CONTRACTOR agree that CONTRACTOR will provide once-weekly automated collection services for residential premises, to be fully implemented no later than January 1, 2022. The default collection service level for residential customers shall be three (3) 96-gallon Containers comprising of one Container each for (i) refuse, garbage, or mixed waste, (ii) Recyclable Materials, and (iii) Yard Waste, Green Waste, and Organic Waste. To the extent CONTRACTOR collects residential mixed waste, which it is permitted to do, Yard Waste recovered from containers with mixed waste shall be recovered after being processed at a Material Recovery Facility. To the extent CONTRACTOR collects residential organic waste, as that term is defined in Pub. Res. Code 42649.8 (“Organic Waste”), residents shall dispose Yard Waste, green waste, food waste, food-soiled paper products, clean wood, and lumber only into containers designated for Yard Waste, and such waste shall be transferred to an Organic Waste processing facility selected by Contractor. At the request of the customer, CONTRACTOR may provide additional Solid Waste Containers at rates provided in Exhibit D.”

8. *Residential Contamination Protocols.* Section 3.4.3 of the Agreement shall be deleted in its entirety and replaced with the following provisions:

“3.4.3 Contamination Protocols. Residential Householders should not commingle nonrecyclable material in Solid Waste Containers designated for Recyclables, Yard Waste or green waste, and Organic Waste (as that term is defined in Section 3.8.2) if diverted from landfills. In order to prevent unauthorized commingling, CONTRACTOR shall implement the following protocols:

1. For the purposes of these protocols, “Contamination” refers to materials placed in a container intended for Recyclables or Organics Waste other than Recyclables or Organic Waste, respectively, or Organic Waste placed a container that is intended solely for non-recyclable or non-organic Solid Waste. Contamination shall be determined by Contractor’s visual or digital inspection.
2. Upon the first and second discoveries of Contamination within a given calendar year starting January 1, CONTRACTOR will collect the contaminated waste if safe to do so, treat the waste as garbage for handling and billing purposes, and affix a “Contamination Violation Notice” to any container with contaminated waste. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste, and CONTRACTOR must notify the customer by phone, by U.S. mail, by email, in person, or by tag, of the following: (i) for the third and subsequent occurrences of contamination, the customer may be charged a contamination fee for each contaminated

container, and (ii) for the fifth and subsequent occurrences of contamination, CONTRACTOR may charge a contamination fee and increase the size of the customer's waste container or require an additional container(s). CONTRACTOR must also contact the customer by phone, by U.S. mail, by email, in person, or by tag, to ensure that the customer has the appropriate level of service for proper collection of waste.

3. Upon each of the third and fourth discoveries of Contamination within a given calendar year starting January 1, CONTRACTOR will collect the waste in the contaminated container(s) if safe to do so, treat the waste as garbage for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. CONTRACTOR may also elect to charge a contamination fee for each occurrence as set forth in Exhibit D. For any assessed contamination fee, CONTRACTOR must provide digital/visual documentation of CONTRACTOR's discovery of contamination.
4. Upon each of the fifth and any subsequent discoveries of Contamination within a given calendar year starting January 1, CONTRACTOR will collect the waste in the contaminated container(s) if safe to do so, treat the waste as garbage for handling and billing purposes, and charge a contamination fee for each occurrence as set forth in Exhibit D. For any assessed contamination fee, CONTRACTOR must provide digital/visual documentation of CONTRACTOR's discovery of contamination. Further, upon five (5) business days' notice to CITY and customer, CONTRACTOR may (i) increase container size, require additional containers for excessive contamination, or increase collection frequency, or (ii) impose contamination fees for a period of six (6) months or until the customer has demonstrated no contamination for a period of three (3) consecutive months. CITY will consult with CONTRACTOR and consider, and CITY will pursue as applicable, appropriate legal remedies against offending customers in order to secure discontinuance of the Contamination. CONTRACTOR may recover from the offending customer(s) the costs of such City actions. All unpaid amounts due to CONTRACTOR hereunder shall be subject to the delinquent payment procedures specified in Sections 5.6 and 5.8.

5. Notwithstanding the foregoing, CONTRACTOR shall not charge a contamination fee for any contamination discovered prior to January 1, 2023.”

9. *Citywide Cleanup Drives; Compost Giveaways.* Section 3.6 of the Agreement shall be deleted in its entirety and replaced with the following provisions:

“3.6 Unusual/Major Items

3.6.1 Clean-Up Drives. CONTRACTOR shall host, at no additional cost, three (3) community-wide residential trash cleanup drives per year. During each drive, CONTRACTOR will pick up all unusual major items of trash generated at Residential Premises and placed curbside, including large objects such as couches, refrigerators, and rugs which are not otherwise collected as part of CONTRACTOR’s normal residential service. Each drive shall take place on a Saturday mutually acceptable to CITY and CONTRACTOR. CONTRACTOR shall make every reasonable effort to divert materials collected to resource recovery facilities.

3.6.2 Compost Giveaway: CONTRACTOR shall host two (2) compost giveaway events per year on dates, at locations, and at times selected by the CITY. At each compost giveaway event, CONTRACTOR shall make a total of ten (10) tons of compost available to interested CITY residents, provide personnel to assist residents to load compost into their containers, and clean up any location where compost is provided to the public. All compost activities provided hereunder will be provided to the CITY at no charge to the CITY or its residents.”

10. *Bulky Item Pickup.* Section 3.7.1 of the Agreement shall be deleted in its entirety and replaced with the following provision:

“3.7.1 Residential-Excess Special Collection Services. CONTRACTOR shall provide, upon request from a Residential Householder, excess Special Collection Services beyond those described in Sections 3.4.1 and 3.6. Such services shall be provided up to three (3) times per year per Residential Premises at no additional expense to such customers or the CITY. In the event that Special Collection Services are required more than three (3) times per year at a given Residential Premises, each additional request for Special Collection Service shall be accommodated by CONTRACTOR at such Residential Premises at such times and at such rates as specified in Exhibit D.”

11. *Facility Selection.* A new Section 3.28 titled “Facility Selection” shall be added to the Agreement to read as follows:

“3.29 Facility Selection. Notwithstanding any provisions in this Agreement to the contrary, CONTRACTOR, within its sole discretion, may select

the processing facilities, landfills, and other destinations for all waste collected pursuant to this Agreement. Notwithstanding the foregoing, CITY reserves the right to select the processing facilities, landfills, and other destinations for all waste, provided CITY and CONTRACTOR first agree to an adjustment of rates, or to other modifications to the Agreement such as changes to any diversion requirements, liquidated damages, or indemnification obligations in this Agreement. Nothing in this Agreement shall be construed as obligating CONTRACTOR to change a CONTRACTOR-selected waste destination prior to CITY and CONTRACTOR having first agreed in writing to any such change.”

12. *Waste Characterization Assessments.* A new Section 3.30 titled “Waste Characterization Assessments” shall be added to the Agreement as follows:

“3.30 Waste Characterization Assessments. Beginning January 1, 2023, and every quarter thereafter, CONTRACTOR shall perform waste characterization assessments of representative samples of residential containers designated for Recyclables and Yard Waste or Organic Waste collected by CONTRACTOR in the CITY to determine the overall contamination levels for said waste streams. The following shall apply in connection with the foregoing waste assessments:

1. If, for two (2) consecutive quarters, residential Recyclables containers are sampled to contain more than twenty percent (20%) refuse or other nonrecyclable material, CONTRACTOR shall be entitled to a one-time rate adjustment of 7.6% to the residential rates specified in Exhibit D; and
2. If, for two (2) consecutive quarters, residential Yard Waste or Organic Waste containers are sampled to contain more than twenty percent (20%) refuse or other non-organic material, CONTRACTOR shall be entitled to a one-time rate adjustment of 7.6% to the residential rates specified in Exhibit D.”

13. *Residential Rates.* Section 5.2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“5.2.1 Residential Rates. The maximum rates CONTRACTOR may charge effective January 1, 2022 (subject to the adjustments set forth in Section 5.3 of this Agreement) for the collection of solid waste from residential customers are as set forth in Exhibit D.”

14. *Annual Rate Adjustment.* Section 5.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“5.3.1 Annual Rate Adjustment. Annually, commencing July 1, 2022, and each July 1 thereafter, the maximum rates CONTRACTOR is authorized to charge for

the collection of Solid Waste from Residential and Commercial/Industrial Premises shall be increased according to the Trash Index for the previous 12 month period (March to March) plus an additional 1% increase (“Trash Index +1”) (collectively “Annual Rate Adjustment”). For the purpose of this provision “Trash Index” shall mean the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City Average, not seasonally adjusted. The annual rate increase authorized hereunder shall not exceed eight percent (8%). No Annual Rate Adjustment pursuant to this Section 5.3.1 shall become effective unless the process set forth in Section 5.3.2 (as amended by the Third Amendment) is followed. All annual, automatic rate adjustments shall comply with the requirements of Government Code § 53756. Notwithstanding any provision in this Agreement to the contrary, for the period beginning January 1, 2022 and ending June 30, 2024, rate adjustments to maximum rates for residential service specified in Exhibit D shall be adjusted at the time intervals and calculated based on the Trash Index plus supplemental fixed amounts specified in Table 1 as set forth herein.

Table 1

Residential Service	For period beginning January 1, 2022	For period beginning July 1, 2022	For period beginning July 1, 2023
96 Gal (Standard)	\$5.97	Then-existing Rate + Annual Rate Adjustment + \$5.97	Then-existing Rate + Annual Rate Adjustment + \$5.97
64 Gal	\$5.30	Then-existing Rate + Annual Rate Adjustment + \$5.30	Then-existing Rate + Annual Rate Adjustment + \$5.30
35 Gal	\$4.72	Then-existing Rate + Annual Rate Adjustment + \$4.72	Then-existing Rate + Annual Rate Adjustment + \$4.72
Additional Barrels			
96 Gal (Standard)	\$2.67	Then-existing Rate + Annual Rate Adjustment + \$2.67	Then-existing Rate + Annual Rate Adjustment + \$2.67
64 Gal	\$2.00	Then-existing Rate + Annual Rate Adjustment + \$2.00	Then-existing Rate + Annual Rate Adjustment + \$2.00
35 Gal	\$1.33	Then-existing Rate + Annual Rate Adjustment + \$1.33	Then-existing Rate + Annual Rate Adjustment + \$1.33

By way of illustration, the Annual Rate Adjustment shall be calculated as follows:

<u>Year</u>	<u>Calculation</u>	<u>Notes</u>
Year 2 (March)	276.589	Trash Index
Year 1 (March)	271.311	Trash Index
Difference	+ 5.2780	Year 2 Trash Index – Year 1 Trash Index
Percentage Change	+ 2.95%	(Difference ÷ Year 1 CPI) +1%
Annual Rate Adjustment (assuming rate of \$5.97)	\$ 0.18	\$5.97 x 2.95%
New Rate	\$6.15	\$5.97 + 0.18
<i>Supplemental Increase (Residential Only 2022-24) (assuming 96-gal. in 2022)</i>	<i>\$12.12</i>	<i>\$6.15 + \$5.97 (See Table 1)</i>
”		

15. Residential Billing. A new Section 5.8 titled “Billing Procedures for Residential Accounts” shall be added to the Agreement as follows:

“5.8 Billing Procedures for Residential Accounts. CONTRACTOR shall bill customers at Residential Premises on a quarterly basis, in advance; in the event a customer’s pre-paid service is terminated or ceased prior to the quarter’s end, such customer shall receive a refund prorated for the time period between the end of service and the quarter end. Billing shall commence at least thirty (30) days prior to the initiation of the quarterly collection period. Payment terms are net thirty (30) days. Payments not received within sixty (60) days are considered delinquent. Upon expiration of the foregoing period, the CITY may cause the delinquent payments to be placed on CITY tax property rolls upon CONTRACTOR’s written request to the extent such action is authorized by the City’s Municipal Code. If delinquent payments are not received within ninety (90) days, CONTRACTOR may suspend service upon 72-hours advance notice indicating that service will be suspended unless all amounts owed are paid in full. A copy of said notice shall be sent to the CITY. After service is stopped, the account will be referred to the CITY’s Code Enforcement Division. Contractor may assess late charges for delinquent accounts, as specified in Section 5.6. The late charges to be charged thereunder are the maximum amount allowed by law on such billings for each period of delinquency on residential accounts.”

16. Service Rates. Exhibit D to the Agreement is hereby amended and replaced in its entirety with a newly revised Exhibit D attached to this Amendment, which shall apply for the period beginning January 1, 2022.

17. City Clerk. The City Clerk is hereby directed to attach this Amendment to the Agreement.

18. *Due Execution.* The person(s) executing this Amendment on behalf of the Parties hereto warrant(s) that (i) such Party is duly organized and existing, (ii) such person(s) are duly authorized to execute and deliver this Amendment on behalf of said Party, (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment, and (iv) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

19. *Entire Amendment.* This Amendment contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment, and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment. To the extent the provisions of this Amendment are in conflict with the Agreement, as amended previously, and such provisions of the Agreement cannot be reasonably harmonized with the terms hereof pursuant to legal rules of contract and statutory interpretation, the provisions of this Amendment shall control.

20. *Full Force and Effect.* Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall apply.

21. *Counterparts.* This Amendment may be executed in counterparts, each of which shall be considered an original.

[Signatures page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

CITY OF SOUTH EL MONTE

Gloria Olmos, Mayor

Date

ATTEST:

Donna Schwartz, City Clerk

APPROVED AS TO FORM

Anthony Taylor, City Attorney

ARAKELIAN ENTERPRISES, INC.,
a California corporation

Ron Arakelian, III
Chief Executive Officer

Date

Attachment D

AMENDMENT NO. 5 TO THE AMENDED AND RESTATED AGREEMENT BY
AND BETWEEN THE CITY OF SOUTH EL MONTE AND ARAKELIAN
ENTERPRISES, INC. DBA ATHENS SERVICES FOR THE COLLECTION OF
SOLID WASTE, RECYCLABLES, YARD WASTE, OTHER COMPOSTABLES,
AND STREET SWEEPING SERVICES

This Fifth Amendment ("Amendment No. 5") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City") and Arakelian Enterprises, Inc. dba Athens Services, a California Corporation ("CONTRACTOR") (collectively, the "Parties") is hereby entered into as of January 14, 2020 ("Effective Date").

RECITALS

- A. On September 13, 2000, the City and CONTRACTOR entered into an agreement for the CONTRACTOR to provide for the Collection of Solid Waste, Recyclables, Yard Waste, and Other Compostables dated September 13, 2000, and in which the Agreement was amended on June 14, 2006 (Amendment No. 1); October 28, 2008 (Amendment No. 2); January 14, 2014 (Amendment No. 3); and June 25, 2019 (Amendment No. 4);
- B. Amendment No. 2 incorporated street sweeping services into the contract;
- C. Amendment No. 3 amended Section 5.3 of the Agreement, as it regards the annual rate adjustment, to revise the process in Athens applying for the annual rate adjustment, to stipulate which month the increase will take effect, and to specify the increase would be based on the percentage increase in the Consumer Price Index (CPI) for the previous 12-month period (April through March) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area, not to exceed eight percent (8%);
- D. The Agreement and Amendment No. 3 specified the annual rate adjustment applied to the collection of solid waste services yet intended to include street sweeping services. The Agreement between City and CONTRACTOR dated September 13, 2000, and all amendments thereto are hereinafter referred to as the "Agreement";
- E. Both the City and Athens were of the understanding that the CPI applied to both the collection of solid waste and street sweeping services, in which Athens charged and the City paid the annual rate adjustment for both services. As such, both the City and Athens acknowledge that Athens is not due any retroactive payments related thereto; and

- F. The City and Athens now wish to formally incorporate the required language into the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows

Section 1. Section 5.3.1 of the Agreement (as amended by Amendment No. 3) is hereby amended as follows (deletions in ~~strikethrough~~, additions in **bold and italics**):

"5.3.1 Annual Rate Adjustment. Annually, commencing July 1, 2014~~—2008~~ and each July 1 thereafter, the maximum rates Contractor is authorized to charge for the collection of solid waste from Commercial/Industrial Premises and ***those rates for street sweeping services as set forth in Section 3.28 (Agreement Amendment No. 2)*** may be increased by the percentage increase in the Consumer Price Index (CPI) for the previous 12-month period (April through March) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area, not to exceed eight percent (8%). ***The parties hereto acknowledge that, as of the date of this Amendment No. 5, City has paid Contractor all amounts due for street sweeping services, including all then-applicable CPI adjustments.*** ~~For the first adjustment (effective July 1, 20142020), the maximum rates shall be increased by the CPI for the previous 3 month period (January 2014 through March 2014).~~ No rate adjustment pursuant to this Section 5.3.1 shall become effective unless the process set forth in Section 5.3.2 is followed."

Section 2. The first sentence of Section 5.1 of the Agreement (as amended by Amendment No. 3) is hereby amended as follows (deletions in ~~strikethrough~~, additions in **bold and italics**):

"5.1 General Provisions. ***Excepting services for street sweeping as governed by Section 3.28 (Amendment No. 2),*** ~~The~~ Contractor's compensation for performance of all its obligations under this Agreement shall be the actual gross rate revenues remitted to Contractor by customer's less the Franchise Fee due to the City in accordance with Section 3.2.

Section 3. Except as specifically amended by this Amendment No. 5, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 5 on the day and year first shown above.

CITY OF SOUTH EL MONTE

ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES

By:



Rachel Barbosa,

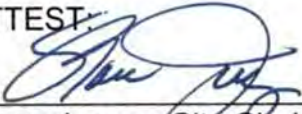
Interim City Manager

By:



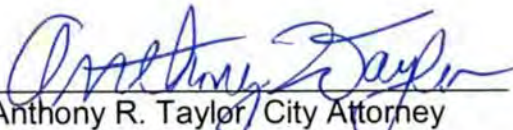
Its: EXECUTIVE VICE PRESIDENT

ATTEST:



Rose Juarez, City Clerk

APPROVED AS TO FORM:



Anthony R. Taylor, City Attorney

FOURTH AMENDMENT TO THE
AMENDED AND RESTATED AGREEMENT
BY AND BETWEEN
THE CITY OF SOUTH EL MONTE
AND
ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE,
RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES

This Fourth Amendment ("Amendment") to the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables is entered into as of June 25, 2019, by and between the City of South El Monte, a California municipal corporation (the "City") and Arakelian Enterprises, Inc., a California corporation d/b/a Athens Services ("Contractor"; jointly with City, the "Parties").

RECITALS

WHEREAS, City and Contractor previously entered into the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables dated September 13, 2000, which agreement was amended by that certain First Amendment dated June 14, 2006, that certain Second Amendment dated October 28, 2008, and that certain Third Amendment dated January 14, 2014 (as amended, the "Agreement");

WHEREAS, City and Contractor have evaluated and discussed several alternatives to address the organic waste recycling requirements of Assembly Bill 1826;

WHEREAS, the Parties have agreed upon an organic waste recycling program, and the composting of green waste collected from processing mixed waste residential barrels;

WHEREAS, pursuant to this Amendment, Contractor agrees to provide the organic waste recycling program described below, and City authorizes Contractor to increase its rates charged to commercial/industrial businesses (as defined below) by an amount not to exceed 22.8% effective July 1, 2019, or such later date as Contractor commences to provide organic waste recycling services to the commercial/industrial premises; and

WHEREAS, City and Contractor now desire to amend the Agreement as provided in this Amendment;

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. The foregoing Recitals are incorporated into this Agreement by this reference.

2. Section 3.4.1 Standard Services. Add the following sentences, "Collection shall be mixed waste barrel, including yard waste. Yard waste is recovered from the residential mixed waste barrel after being processed at Contractor's material recovery facility"
3. Section 3.4.2 Green Waste Collection, shall be renamed to "Holiday Tree Collection" and state the following " CONTRACTOR shall collect, transport and use its best efforts to recycle all holiday trees (i.e., Christmas trees and Hanukkah bushes) placed for collection, beginning on the first collection day after December 25th and ending at 6 p.m. on the second Saturday in January. Holiday trees placed for collection are to be free of ornaments, garlands, tinsel and flocking."
4. Section 3.8.2 of the Franchise Agreement is added as follows:

"Commercial & Multi-Family Organic Waste Services (AB 1826)

Effective July 1, 2019, Contractor will provide all staff, labor, and materials to ensure citywide compliance with AB 1826 (Chapter 12.9 [commencing with Section 42649.8] of Part 3 of Division 30 of the Public Resources Code). This includes account site visits and reviews, public education and outreach as appropriate, meeting with CalRecycle staff, providing Organic Waste tonnage data to both the City and CalRecycle, and administering an Organic Waste services program. Contractor shall direct all source-separable or separated Organic Waste to an organics processing facility capable of meeting the requirements AB 1826 and any other applicable Organic Waste diversion requirements. For purposes of this Section, "organic waste" shall have the meaning set forth in Public Resources Code 42649.8, as it now exists or may subsequently be amended, and "organics" shall mean "organic waste".

Contractor will provide 35-gallon Organic Waste barrels to commercial/industrial premises that are required to comply with AB 1826, as well as to commercial/industrial premises and other multi-family Customers that are not required to comply with AB 1826 but can demonstrate that they are able to and have a need to source-separate Organic Waste from their waste stream. Contractor will also provide dedicated non-food organics barrels (barrel size to be determined based on account site survey by Contractor and to prevent any overfilling of, or overflow from, the containers) for non-food organic collection to those multi-family Customers that are subject to such collection under AB 1826. Such barrels for Organic Waste and non-food organics shall be of sufficient service level, and serviced on such frequency, that there does not result in any overfilling of, or overflow from, the containers. Contractor will provide Organic Waste and non-food organics barrels to such Customers at a weekly frequency of service not to exceed the regular mixed waste frequency of service. Franchisee will bill Customers a per barrel monthly fee, not to exceed the "Organics Barrel Sanitation Fee" in Exhibit D, to allow for customers to request sanitation of the barrels as needed.

Contractor reserves the right to inspect, audit, and review the service level (quantity of container(s) and weekly frequency of pick-up) of Organic Waste (including non-food organics) services at each account that requests Organic Waste services. Contractor may reduce or increase the organics service level based on the inspection and audit. Organics Waste from commercial/industrial premises must be clean and must contain less than 5% contamination. If any Organics Waste

barrel is identified as containing more than 5% contaminants, Contractor will implement the following provisions in order to work with the Customer to decontaminate their Organics Waste:

1. Identify the source (Customer) of contamination (first offense) and meet with that Customer to inform, educate, and eliminate the contaminants from their Organics Waste.

2. If Organics Waste contamination continues with the same identified source (second offense), that Customer's Organics Waste container(s) will be "red tagged" for non-compliance and the container(s) will not be picked-up until the Customer removes the identified contaminants. Once the container(s) has been identified as clean Organics Waste, Contractor will resume its normal pick up service to that Customer. If the Customer chooses not to clean up the container(s), the Customer shall be subject to the "Organics Waste Contamination Fee" in **Exhibit D** for each noncompliant container and incident.

3. If Athens determines that the identified Customer in Step #1 has a third or subsequent offense within 90 days of the first offense, Athens will "red tag" the contaminated container(s) for non-compliance and will not pick-up the contaminated container(s) with the organics truck, notify the city and customer of the third or subsequent offense, charge the "Organics Waste Contamination Fee" in **Exhibit D** for each non-compliant container and for each pick-up, and have the option to reduce the customers' Organics Waste service level to a minimum of one organics barrel picked up one time per week until the customer can demonstrate that they are able to comply with the Organics Waste Program.

Contractor will provide sufficient service equipment (including an estimated one truck) in order to collect source-separated clean Organic Waste from commercial/industrial premises accounts within the City having organics barrels as needed such that there does not result any overfilling of, or overflow from, the containers. Upon collecting such Organic Waste, Contractor will take the Organic Waste to American Organics, or any other facility that can divert the Organic Waste from the landfill, where the Organic Waste may be counted as diversion for City as provided by applicable law.

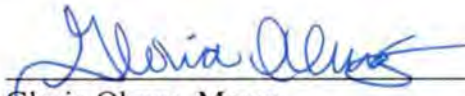
If Organic Waste needs capacity exceed the aforementioned service equipment limits or if there are any future governing law changes in reference to these Organic Waste programs, Contractor and the City will meet and confer to discuss changes to this Agreement, including **Exhibit D**, as needed."

5. Commencing July 1, 2019, Contractor may charge commercial/industrial premises rates that do not exceed those set forth in **Exhibit D**, attached hereto and incorporated herein by this reference.
6. **Exhibit D** is hereby amended and replaced in its entirety with **Exhibit D** attached to this Amendment.
7. The City Clerk is hereby directed to attach this Amendment to the Agreement.
8. Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

CITY OF SOUTH EL MONTE


Gloria Olmos, Mayor

ATTEST:


Rose Juarez, City Clerk

APPROVED AS TO FORM:


Michael Estrada, City Attorney

ARAKELIAN ENTERPRISES, INC., DBA
ATHENS SERVICES

By: 

Its: Secretary

By: 

Its: Executive Officer

EXHIBIT D

SOUTH EL MONTE
Rate Adjustment
Commercial
Effective July 1, 2019

		Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 2.71%	Tipping Organics Adj 22.80%	New Tipping Fee	Current Service Fee	Service Fee Adj 2.71%	Service Organics Adj 22.80%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin: 6-Yard	1 day/week pickup	417.36	383.97	162.70	4.41	37.10	204.21	221.27	5.99	58.45	277.71	481.92	41.91	523.83
	2 day/week pickup	723.04	665.20	325.41	8.81	74.19	408.41	339.79	9.20	77.47	426.46	834.87	72.60	907.47
	3 day/week pickup	1,026.45	944.33	488.10	13.22	111.29	612.61	456.23	12.35	104.82	572.60	1,185.21	103.06	1,288.27
	4 day/week pickup	1,323.26	1,217.34	650.83	17.62	148.39	816.84	566.51	15.34	129.16	711.01	1,527.85	132.86	1,660.71
	5 day/week pickup	1,624.93	1,494.94	813.52	22.03	185.48	1,021.03	681.42	18.45	155.36	855.23	1,876.26	163.15	2,039.41
	6 day/week pickup	1,928.80	1,774.50	976.25	26.44	222.59	1,225.28	798.25	21.62	182.00	1,001.87	2,227.15	193.67	2,420.82
Bin: 5-Yard	1 day/week pickup	374.82	344.83	135.63	3.67	30.92	170.22	209.20	3.66	47.70	262.56	432.78	37.63	470.41
	2 day/week pickup	641.10	589.81	271.18	7.34	61.83	340.35	318.03	8.63	72.65	399.91	740.26	64.37	804.63
	3 day/week pickup	907.57	834.96	406.78	11.01	92.75	510.54	478.18	11.59	97.63	537.40	1,047.94	91.13	1,139.07
	4 day/week pickup	1,168.15	1,074.70	542.37	14.69	123.66	680.72	532.33	14.41	121.37	658.11	1,348.83	117.29	1,466.12
	5 day/week pickup	1,493.70	1,374.20	677.92	18.36	154.57	850.85	696.28	18.85	158.75	873.88	1,724.73	149.98	1,874.71
	6 day/week pickup	1,697.28	1,561.50	813.52	22.03	185.48	1,021.03	747.98	20.25	170.54	938.77	1,959.80	170.42	2,130.22
Bin: 3-Yard	1 day/week pickup	224.85	206.86	81.35	2.20	18.55	102.10	125.51	3.40	28.62	157.53	259.65	22.58	282.21
	2 day/week pickup	384.64	353.87	162.70	4.41	37.10	204.21	191.17	5.18	43.59	239.94	444.15	38.62	482.77
	3 day/week pickup	544.54	500.98	244.07	6.61	55.65	306.33	256.91	6.96	58.58	323.45	628.78	54.68	683.46
	4 day/week pickup	700.88	644.81	325.41	8.81	74.19	408.41	319.40	8.65	72.82	400.87	809.28	70.37	879.65
	5 day/week pickup	858.98	790.26	406.77	11.01	92.74	510.52	383.49	10.38	87.44	481.31	991.83	86.25	1,078.08
	6 day/week pickup	1,018.36	936.89	488.10	13.22	111.29	612.61	448.79	12.15	102.32	563.26	1,175.87	102.25	1,278.12
Bin: 2-Yard	1 day/week pickup	168.63	155.14	54.23	1.47	12.36	68.06	100.91	2.73	23.01	126.65	194.71	16.93	211.64
	2 day/week pickup	265.78	244.52	108.50	2.94	24.74	136.18	136.02	3.68	31.01	170.71	306.89	26.69	333.58
	3 day/week pickup	404.00	371.68	162.70	4.41	37.10	204.21	208.98	5.66	47.65	262.29	466.50	40.57	507.07
	4 day/week pickup	552.98	508.74	216.94	5.87	49.46	272.27	291.80	7.90	66.53	366.23	638.50	55.52	694.02
	5 day/week pickup	655.53	603.09	271.15	7.34	61.82	340.31	331.94	8.99	75.68	416.61	756.92	65.82	822.74
	6 day/week pickup	768.51	707.03	325.41	8.81	74.19	408.41	381.62	10.33	87.01	478.96	887.37	77.16	964.53
Bin: 1-1/2-Yard	1 day/week pickup	136.70	125.76	40.69	1.10	9.28	51.07	85.07	2.30	19.40	106.77	157.84	13.73	171.57
	2 day/week pickup	218.02	200.58	81.35	2.20	18.55	102.10	119.23	3.23	27.18	149.64	251.74	21.89	273.63
	3 day/week pickup	294.03	270.51	122.04	3.30	27.83	153.17	148.47	4.02	33.85	186.34	339.51	29.52	369.03
	4 day/week pickup	395.37	363.74	162.70	4.41	37.10	204.21	201.04	5.44	45.84	252.32	456.53	39.70	496.23
	5 day/week pickup	510.83	475.48	203.40	5.51	46.38	255.29	272.08	7.37	62.63	341.48	596.77	51.89	648.66
	6 day/week pickup	605.03	556.63	244.07	6.61	55.65	306.33	312.56	8.46	71.26	392.28	698.61	60.75	759.36
Roll-off Bins		918.17	844.72	455.81	12.29	103.47	569.57	390.91	10.59	89.13	490.63	1,060.20	92.19	1,152.39
Commercial Can		69.12	63.59	21.72	0.59	4.95	27.26	41.87	1.13	9.55	52.55	79.81	6.94	86.75
Pull out Service		17.59	16.18	0.00	0.00	0.00	0.00	16.18	0.44	3.69	20.31	20.31	1.77	22.08
Bin Optional Services														
Bin Lock Lid Charge											50.00	50.00	4.35	54.35
Bin Extra Dump Charge											50.00	50.00	4.35	54.35
Bin Overflow Charge											50.00	50.00	4.35	54.35
Bin Overweight Charge											40.00	40.00	3.48	43.48
Bin Dead Run Charge											40.00	40.00	3.48	43.48
Bin Go Back Charge											40.00	40.00	3.48	43.48
Bin Delivery Charge											40.00	40.00	3.48	43.48
Bin Exchange Charge											40.00	40.00	3.48	43.48
Bin Bring-in Charge											40.00	40.00	3.48	43.48
Bin Wash/Clean Out Charge											100.00	100.00	8.70	108.70
Bin Rental Charge											0.00	0.00	0.00	0.00
Street Sweeper Service			5,450.33	0.00	0.00	0.00	0.00	5,450.33	147.59	0.00	5,597.92	5,597.92	0.00	5,597.92

SOUTH EL MONTE
Rate Adjustment
Mobile Homes & Apartments
Effective July 1, 2019

		Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 2.71%	Tipping Organics Adj 22.80%	Now Tipping Fee	Current Service Fee	Service Fee Adj 2.71%	Service Organics Adj 22.80%	Now Service Fee	Now Net Rate	8% Franchise Fee	New Gross Rate
Bin: 6-Yard	1 day/week pickup	401.51	369.39	162.70	4.41	37.10	294.21	206.69	5.60	47.13	259.42	463.63	40.32	503.95
	2 day/week pickup	696.54	640.82	325.41	8.81	74.19	408.41	315.41	8.54	71.91	393.86	804.27	69.94	874.21
	3 day/week pickup	989.45	910.29	488.10	13.22	111.29	612.61	422.19	11.43	96.26	529.88	1,142.49	99.35	1,241.84
	4 day/week pickup	1,275.96	1,173.88	650.83	17.52	148.39	816.84	523.05	14.16	119.26	656.47	1,473.31	128.11	1,601.42
	5 day/week pickup	1,567.20	1,441.82	813.52	22.03	185.48	1,021.03	628.30	17.01	143.25	788.56	1,809.59	157.36	1,966.95
	6 day/week pickup	1,860.48	1,711.64	976.25	26.44	222.59	1,225.28	735.39	19.91	167.67	922.97	2,148.25	186.80	2,335.05
Bin: 5-Yard	1 day/week pickup	360.36	331.53	135.63	3.67	30.92	170.22	195.90	5.30	44.67	245.87	416.09	36.18	452.27
	2 day/week pickup	617.24	567.86	271.18	7.34	61.83	340.35	296.68	8.03	67.64	372.35	712.70	61.97	774.67
	3 day/week pickup	874.28	804.34	406.78	11.01	92.75	510.54	397.56	10.77	90.64	498.97	1,009.51	87.78	1,097.29
	4 day/week pickup	1,125.73	1,035.67	542.37	14.69	123.66	680.72	493.30	13.36	112.47	619.13	1,299.85	113.03	1,412.88
	5 day/week pickup	1,439.10	1,323.97	677.92	18.36	154.57	850.85	646.05	17.49	147.30	810.84	1,661.69	144.49	1,806.18
	6 day/week pickup	1,636.16	1,505.27	813.52	22.03	185.48	1,021.03	691.75	18.73	157.72	868.20	1,889.23	164.28	2,053.51
Bin: 3-Yard	1 day/week pickup	216.18	198.89	81.35	2.20	18.55	102.10	117.54	3.18	26.80	147.52	249.62	21.71	271.33
	2 day/week pickup	370.33	340.70	162.70	4.41	37.10	204.21	178.00	4.82	40.58	223.40	427.61	37.18	464.79
	3 day/week pickup	524.58	482.61	244.07	6.61	55.65	306.33	238.54	6.46	54.39	299.39	605.72	52.67	658.39
	4 day/week pickup	675.41	621.38	325.41	8.81	74.19	408.41	295.97	8.01	67.48	371.46	779.87	67.81	847.68
	5 day/week pickup	827.96	761.72	406.77	11.01	92.74	510.52	354.95	9.81	80.93	445.49	956.01	83.13	1,039.14
	6 day/week pickup	981.68	903.15	488.10	13.22	111.29	612.61	415.05	11.24	94.63	520.92	1,133.53	98.57	1,232.10
Bin: 2-Yard	1 day/week pickup	162.00	149.04	54.23	1.47	12.36	68.06	84.81	2.57	21.62	119.00	187.06	16.27	203.33
	2 day/week pickup	255.83	235.36	108.50	2.94	24.74	136.18	126.86	3.44	28.92	159.22	295.40	25.69	321.09
	3 day/week pickup	388.76	357.66	162.70	4.41	37.10	204.21	194.96	5.28	44.45	244.69	448.90	39.03	487.93
	4 day/week pickup	532.01	489.45	216.94	5.87	49.46	272.27	272.51	7.38	62.13	342.02	614.29	53.42	667.71
	5 day/week pickup	630.95	580.47	271.15	7.34	61.82	340.31	309.32	8.38	70.52	388.22	728.53	63.35	791.88
	6 day/week pickup	739.92	680.73	325.41	8.81	74.19	408.41	355.32	9.62	81.01	445.95	854.36	74.29	928.65
Bin: 1-1/2-Yard	1 day/week pickup	131.27	120.77	40.69	1.10	9.28	51.07	80.08	2.17	18.26	100.51	151.58	13.18	164.76
	2 day/week pickup	209.71	192.93	81.35	2.20	18.55	102.10	111.58	3.02	25.44	140.04	242.14	21.06	263.20
	3 day/week pickup	283.04	260.40	122.04	3.30	27.83	153.17	138.36	3.75	31.55	173.66	326.83	28.42	355.25
	4 day/week pickup	380.55	350.11	162.70	4.41	37.10	204.21	187.41	5.07	42.73	235.21	439.42	38.21	477.63
	5 day/week pickup	497.26	457.48	203.40	5.51	46.38	255.29	254.08	6.88	57.93	318.89	574.18	49.93	624.11
	6 day/week pickup	582.26	533.68	244.07	6.61	55.65	306.33	291.61	7.90	66.49	366.00	672.35	58.46	730.79
Roll off Bins		918.17	844.72	453.81	12.29	103.47	569.57	390.91	10.59	89.13	490.63	1,060.20	92.19	1,152.39
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pull out Service		16.74	15.40	0.00	0.00	0.00	0.00	15.40	0.42	3.51	19.33	19.33	1.68	21.01



AB1826: Tier 1 Commercial Customers South El Monte

Account	Acct Name	Addr#	Dir	Street	Suffix	City	SW Total Yards*	Organics Complaint
SE-0187403	CPG FOOD, LLC	2425		ROSEMEAD	BLVD	SOUTH EL MONTE	49.00	No
SE-0223879	GREATER EL MONTE COMM.HOSPITAL	1701		SANTA ANITA	AVE	SOUTH EL MONTE	60.00	No
SE-0330231	SUPERIOR WAREHOUSE-RO	1858		DURFEE	AVE	SOUTH EL MONTE	70.00	No
SE-0357525	EL MONTE SUPERSTORE	2650		ROSEMEAD	BLVD	SOUTH EL MONTE	80.00	No
SE-0405286	FEC GINSENG AND MARINE PRODCTS	1735		FLORADALE	AVE	SOUTH EL MONTE	41.50	No
Row Labels		Count of Account						
No		5						
Grand Total		5						

*Organic Waste Services are based on the customer mix between Tiers 1, 2 and 3. In the event of a material change to the customer mix, the Contractor and City will meet and confer in good faith to discuss changes to the Agreement, including Exhibit D, as needed.

AB1826: Tier 2 Commercial Customers
South El Monte

Account	Acct Name	Addr#	Dir	Street	Suffix	City	SW Total Yards*	Organics Complaint
SE-0116720	KEE WAH BAKERY	2118		LOMA	AVE	SOUTH EL MONTE	24.00	No
SE-0117823	R & B SANCHEZ/MCDONALD'S	1185		DURFEE	AVE	SOUTH EL MONTE	18.00	No
SE-0119905	CALIFORNIA SNACK FOODS	2131		TYLER	AVE	SOUTH EL MONTE	27.00	No
SE-0120218	SINCERE FOODS COMPANY	2223		SEAMAN	AVE	SOUTH EL MONTE	15.00	No
SE-0120774	MCDONALD'S RESTAURANT	9437		GARVEY	AVE	SOUTH EL MONTE	18.00	No
SE-0122757	CITY OF SO EL MONTE-SENIOR CNT	1556		CENTRAL	AVE	SOUTH EL MONTE	18.00	No
SE-0153270	KOON PHONG FOOD INC	2638		LEE	AVE	SOUTH EL MONTE	15.00	No
SE-0187403	CPG FOOD, LLC	2425		ROSEMEAD	BLVD	SOUTH EL MONTE	49.00	No
SE-0223879	GREATER EL MONTE COMM.HOSPITAL	1701		SANTA ANITA	AVE	SOUTH EL MONTE	60.00	No
SE-0330231	SUPERIOR WAREHOUSE-RO	1858		DURFEE	AVE	SOUTH EL MONTE	70.00	No
SE-0357525	EL MONTE SUPERSTORE	2650		ROSEMEAD	BLVD	SOUTH EL MONTE	80.00	No
SE-0390386	GRAND GARDEN GP, LLC	2412		LEE	AVE	SOUTH EL MONTE	15.00	No
SE-0399765	LEGION FOOD TRUCKS	2112		SANTA ANITA	AVE	SOUTH EL MONTE	32.00	No
SE-0405286	FEC GINSENG AND MARINE PRODCTS	1735		FLORADALE	AVE	SOUTH EL MONTE	41.50	No
SE-0452550	TASTY FACTORY CORP	2537		LEE	AVE	SOUTH EL MONTE	15.00	No
SE-0001088	ROSEMEAD PROCESSING MEATS, INC	2508		LEE	AVE	SOUTH EL MONTE	15.00	No
Row Labels	Count of Account							
No	16							
Grand Total	16							

*Organic Waste Services are based on the customer mix between Tiers 1, 2 and 3. In the event of a material change to the customer mix, the Contractor and City will meet and confer in good faith to discuss changes to the Agreement, including Exhibit D, as needed.

AB1826: Tier 3 Commercial Customers South El Monte

Account	Acct Name	Addr#	Dir	Street	Suffix	City	Total Yards*	Organics Complaint
SE-0000030	CORP AMERICA PRIVATE SECURITY	968	N	DURFEE	AVE	SOUTH EL MONTE	4.50	No
SE-0000087	THE GOLDWYN	1181	N	DURFEE	RD	SOUTH EL MONTE	48.00	No
SE-0000088	SPIKE LIGHTNING	2444		STROZIER	AVE	SOUTH EL MONTE	12.00	No
SE-0000093	BESTILE CABINET & STONE DEPOT	2521		ROSEMEAD	BLVD	SOUTH EL MONTE	4.00	No
SE-0000098	UNIVERSAL ELITE TRADING LLC	9831		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0000113	SIERRA INN	1171		DURFEE	AVE	SOUTH EL MONTE	12.00	No
SE-0000120	EXQUISITE CABINETS	9521		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0000139	99 CENTS ONLY STORES	2035		DURFEE	AVE	SOUTH EL MONTE	9.00	No
SE-0000147	EWING IRRIGATION INC	9850		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0000173	GCANYON INC	10355		RUSH	ST	SOUTH EL MONTE	15.00	No
SE-0000217	DLH FLUID POWER INC	12261-67		BARRINGER	ST	SOUTH EL MONTE	6.00	No
SE-0000285	EPIPANY CHURCH	10911		MICHAEL HUNT	DR	SOUTH EL MONTE	40.00	No
SE-0000286	LAS MARIA'S PALLETS	2104		LEE	AVE	SOUTH EL MONTE	6.00	No
SE-0000290	UTILIQUEST	1851		FLORADALE	AVE	SOUTH EL MONTE	6.00	No
SE-0000348	STUDIO 9D8 INC	1518		ADELIA	AVE	SOUTH EL MONTE	6.00	No
SE-0000367	FIRST PACIFIC ENTERPRISES	1611		DURFEE	AVE	SOUTH EL MONTE	12.00	No
SE-0000371	THIENES DESIGN & PRINTING INC	1810		FLORADALE	AVE	SOUTH EL MONTE	9.00	No
SE-0000382	GAMA CONTRACTING SERVICES, INC	1835		FLORADALE	AVE	SOUTH EL MONTE	40.00	No
SE-0000387	H & S 42	1105		SANTA ANITA	AVE	SOUTH EL MONTE	12.00	No
SE-0000419	AAA CABINETRY INC	2453		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-0000471	AT CONSTRUCTUIN SERVICES INC	9726		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0000481	KO TAI MANAGEMENT	10716		KLINGERMAN	ST	SOUTH EL MONTE	6.00	No
SE-0000486	ALVIN'S FARMS # 1 CORP	9608		KLINGERMAN	ST	SOUTH EL MONTE	6.00	No
SE-0000491	SEÑOR ALBERTO	2740		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-0000545	PACIFIC PRIDE CORPORATION	1805		POTRERO	AVE	SOUTH EL MONTE	9.00	No
SE-0000606	SANTAKIT INC	10628		WEAVER	AVE	SOUTH EL MONTE	6.00	No
SE-0000607	J J GARMET IN C	10130		RUSH	ST	SOUTH EL MONTE	4.00	No
SE-0000838	J & S SPECIALTIES INC	2044		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-0000878	DELIVERIES LOPEZ LLC	2226		LOMA	AVE	SOUTH EL MONTE	6.00	No
SE-0000891	TOTAL DESIGN FURNITURE	2103		CHICO	AVE	SOUTH EL MONTE	12.00	No
SE-0000909	TASTY CHOICE #2	1724		DURFEE	AVE	SOUTH EL MONTE	4.00	No
SE-0000927	BIFI FURNITURE	2508		STROZIER	AVE	SOUTH EL MONTE	6.00	No
SE-0000928	FRESENIUS	11204		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0000938	FEI FEI HYDROPONICS INC	9420		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0000974	SEW SIMPLE, INC.	1751		FLORADALE	AVE	SOUTH EL MONTE	6.00	No
SE-0000983	J & L CUSTOM PLASTIC EXTRUSIONS, INC.	1532		SANTA ANITA	AVE	SOUTH EL MONTE	6.00	No
SE-0001046	PAREX LOGISTICS LA CORP	10922		KLINGERMAN	ST	SOUTH EL MONTE	6.00	No
SE-0001088	ROSEMEAD PROCESSING MEATS, INC	2508		LEE	AVE	SOUTH EL MONTE	15.00	No
SE-0001113	HAOET CORP	10911		THIENES	AVE	SOUTH EL MONTE	4.00	No
SE-0001127	THESY LLC	2537		LOMA	AVE	SOUTH EL MONTE	15.00	No
SE-0001132	NATIONAL AUTO GLASS	2227		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0001198	AB CABINET INC	9852		MAX SHAPIRO	WAY	SOUTH EL MONTE	6.00	No
SE-0001205	JCR1 INC	1428		SANTA ANITA	AVE	SOUTH EL MONTE	12.00	No
SE-0001225	WEI WEI TRADING LLC	2532		CHICO	AVE	SOUTH EL MONTE	10.00	No
SE-0001243	BABY BROS PIZZA & WINGS	9847		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0001261	GOGO CABINETS, INC	1726		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-0001270	FLEXFIRM HOLDING, LLC	2300		CHICO	AVE	SOUTH EL MONTE	18.00	No
SE-0001319	HEM MOOREFIELD SEM LLC	1933-57		DURFEE	AVE	SOUTH EL MONTE	30.00	No
SE-0001339	ANITA YU	9711		GARVEY	AVE	SOUTH EL MONTE	9.00	No
SE-0001358	CP CUSTOM WOODMARKS INC	9619		KLINGERMAN	ST	SOUTH EL MONTE	6.00	No
SE-0001369	CALIBER COLLISION	1841		TYLER	AVE	SOUTH EL MONTE	15.00	No
SE-0001372	264 PRODUCE, INC	2147-B		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-0001376	CHANCELLORSVILLE, LLC	2407		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0001382	ELITE COLLISION CENTER	11134		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0001383	PXG INC	10915		THIENES	AVE	SOUTH EL MONTE	6.00	No
SE-0001421	URS OPERATIONS, LLC	1815		POTRERO	AVE	SOUTH EL MONTE	6.00	No
SE-0001433	SOUTH CITY GAS INC	2004		ROSEMEAD	BLVD	SOUTH EL MONTE	15.00	No
SE-0001438	EL MONTE NOODLE INC	9463		GARVEY	AVE	SOUTH EL MONTE	6.00	No
SE-0001443	ALLIANCE WOOD INCORPORATED	2218		EDWARDS	AVE	SOUTH EL MONTE	6.00	No

Account	Acct Name	Addr#	Dir	Street	Suffix	City	Total Yards*	Organics Complaint
SE-0114708	PAMA MANAGEMENT 0139	2509		CONTINENTAL	AVE	SOUTH EL MONTE	18.00	No
SE-0114733	VIRGINIA O'DELL	9731		GARVEY	AVE	SOUTH EL MONTE	6.00	No
SE-0114750	JIM & NANCY BAILEY	2504		GRANADA	AVE	SOUTH EL MONTE	9.00	No
SE-0114751	GUILLERMINA WILLIAMS	2649		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0114757	FRED ROYBAL	10908		KLINGERMANN	ST	SOUTH EL MONTE	6.00	No
SE-0114783	VILLA TEPEYAC	10005		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0114816	CHIVOKO SUNABE	10815		WEAVER	AVE	SOUTH EL MONTE	18.00	No
SE-0114818	LEADER INDUSTRIES	10941		WEAVER	AVE	SOUTH EL MONTE	35.00	No
SE-0114829	FREDDIE MAC'S INC	2740		BRUIN	AVE	SOUTH EL MONTE	13.00	No
SE-0114832	INSUL-ACOUSTICS	1432		CHICO	AVE	SOUTH EL MONTE	9.00	No
SE-0114835	CHICO PARK	1600		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0114838	TED LEVINE DRUM COMPANY	1817		CHICO	AVE	SOUTH EL MONTE	40.00	No
SE-0114854	WALTON MOTORS & CONTROLS INC	1843		FLORADALE	AVE	SOUTH EL MONTE	6.00	No
SE-0114864	CARDINAL INDUSTRIAL FINISHES	1329		POTRERO	AVE	SOUTH EL MONTE	27.00	No
SE-0114869	NISSAN & COMPANY	9508		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0114883	GILMAN ASSOCIATES	11000		RUSH	ST	SOUTH EL MONTE	40.00	No
SE-0114884	UNCLE LEE'S TEA	11020		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0114889	THOMPSON INDUSTRIAL SUPPLY	1310		SANTA ANITA	AVE	SOUTH EL MONTE	6.00	No
SE-0114894	CIELITO LINDO RESTAURANT	1612	N	SANTA ANITA	AVE	SOUTH EL MONTE	12.00	No
SE-0114895	INT'L MEDICATION PO#2432	1886		SANTA ANITA	AVE	SOUTH EL MONTE	40.00	No
SE-0114901	HANSON DISTRIBUTING	1903		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-0114903	VACCO INDUSTRIES	10350		VACCO	ST	SOUTH EL MONTE	75.00	No
SE-0114998	L G M	2211-15		CHICO	AVE	SOUTH EL MONTE	12.00	No
SE-0115005	LIBERTY CLIMATE CONTROL	2447		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0115035	SUNSET LADDER COMPANY	2526		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-0115048	MEISTER, DANNY*****	2660		TROY	AVE	SOUTH EL MONTE	6.00	No
SE-0115168	CHICO PARK	1612		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0115175	REMINGTON ROLL	2445.5		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0115177	PAMA MANAGEMENT 0043	9839		KALE	ST	SOUTH EL MONTE	9.00	No
SE-0116471	CRANE VEYOR	1524		POTRERO	AVE	SOUTH EL MONTE	24.00	No
SE-0116493	L.A.P. TRUST	2645		LEE	AVE	SOUTH EL MONTE	12.00	No
SE-0116508	LINCOLN TRAINING CENTER	2643		LOMA	AVE	SOUTH EL MONTE	15.00	No
SE-0116524	CHIU CHEN DEVELOPMENT	10741		WEAVER	AVE	SOUTH EL MONTE	6.00	No
SE-0116528	CHIU CHEN DEVELOPMENT	2220		CONTINENTAL	AVE	SOUTH EL MONTE	4.00	No
SE-0116531	HSU, LARRY	1634		TYLER	AVE	SOUTH EL MONTE	12.00	No
SE-0116568	INDUSTRIAL PROPERTY PARTNERS	1431		POTRERO	AVE	SOUTH EL MONTE	6.00	No
SE-0116607	WOO KEE, INC	2225		EDWARDS	AVE	SOUTH EL MONTE	15.00	No
SE-0116634	K H CARPETS	9859		MAX SHAPIRO	WAY	SOUTH EL MONTE	6.00	No
SE-0116668	CHEF'S HAT	2553		ROSEMEAD	BLVD	SOUTH EL MONTE	9.00	No
SE-0116691	OWEN BROTHER ENTERPRISE	1230		SANTA ANITA	AVE	SOUTH EL MONTE	24.00	No
SE-0116696	** RAMADA SUITES HOTEL	1089		SANTA ANITA	AVE	SOUTH EL MONTE	27.00	No
SE-0116716	C P R INDUSTRIES	1501		PECK	RD	SOUTH EL MONTE	12.00	No
SE-0116717	EEMUS MANUFACTURING	11111		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0116720	KEE WAH BAKERY	2118		LOMA	AVE	SOUTH EL MONTE	24.00	No
SE-0116722	STANLEY PEST CONTROL	2555		LOMA	AVE	SOUTH EL MONTE	6.00	No
SE-0116740	LAS CASITAS CONDO OWNERS	2333-57		CENTRAL	AVE	SOUTH EL MONTE	9.00	No
SE-0116751	TOM'S DRIVE INN 8	1947		SANTA ANITA	AVE	SOUTH EL MONTE	9.00	No
SE-0116763	GREBLO, ANTONIO	2424		CONTINENTAL	AVE	SOUTH EL MONTE	6.00	No
SE-0116772	BANGAR, NICK	2448		LOMA	AVE	SOUTH EL MONTE	6.00	No
SE-0116778	VILLALOBOS, IRENE	10917		WEAVER	AVE	SOUTH EL MONTE	6.00	No
SE-0116834	LINDSEY-HALL	940		DURFEE	AVE	SOUTH EL MONTE	6.00	No
SE-0116845	7-ELEVEN MARKET	1533		PECK	RD	SOUTH EL MONTE	12.00	No
SE-0116878	ALUM-A-COAT	2439		SEAMAN	AVE	SOUTH EL MONTE	36.00	No
SE-0116921	TONNY SOESANTO	2515		CENTRAL	AVE	SOUTH EL MONTE	12.00	No
SE-0117190	RUSH INDUSTRIAL PARK	11135		RUSH	ST	SOUTH EL MONTE	21.00	No
SE-0117200	RITA QUAN	2700		HUMBERT	AVE	SOUTH EL MONTE	9.00	No
SE-0117203	JEAN WONG	2703		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0117544	AITAL CUSTOM GLASS INC	2617		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-0117589	RUSH WELL PARTNERSHIP	11104		RUSH	ST	SOUTH EL MONTE	12.00	No
SE-0117823	R & B SANCHEZ/MCDONALD'S	1185		DURFEE	AVE	SOUTH EL MONTE	18.00	No
SE-0117901	JESUS ALVAREZ	10026		KLINGERMANN	ST	SOUTH EL MONTE	4.00	No
SE-0117923	GARVEY ROSE CENTER	9324		GARVEY	AVE	SOUTH EL MONTE	18.00	No
SE-0117995	DITTY CONTAINER	2226		ROSEMEAD	BLVD	SOUTH EL MONTE	9.00	No
SE-0118017	RUSH ST COMMERCE CENTER	9528		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0118018	INTERNATIONAL PLAZA	9646		GARVEY	AVE	SOUTH EL MONTE	12.00	No
SE-0118063	ROSSI RENTALS	2311		LEE	AVE	SOUTH EL MONTE	6.00	No

Account	Acct Name	Addr#	Dir	Street	Suffix	City	Total Yards*	Organics Complaint
SE-0118064	ALLEN ROSSI	2317		LEE	AVE	SOUTH EL MONTE	9.00	No
SE-0118067	MEIKO L T D CO	2526		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0118114	G & R FURNITURE MFG INC	9721		ALPACA	ST	SOUTH EL MONTE	6.00	No
SE-0118126	KENTUCKY FRIED CHICKEN	1927		DURFEE	AVE	SOUTH EL MONTE	6.00	No
SE-0118127	LAWRENCE EQUIPMENT	2061		DURFEE	AVE	SOUTH EL MONTE	6.00	No
SE-0118131	NEWHOUSE R V UPHOLSTRY	2309		EDWARDS	AVE	SOUTH EL MONTE	9.00	No
SE-0118139	LAWRENCE EQUIPMENT	2034		PECK	RD	SOUTH EL MONTE	6.00	No
SE-0118147	ROBERT HU	1214		SANTA ANITA	AVE	SOUTH EL MONTE	6.00	No
SE-0118158	M & T COMPANY	2515		TROY	AVE	SOUTH EL MONTE	12.00	No
SE-0118159	M & T COMPANY	2516		TROY	AVE	SOUTH EL MONTE	12.00	No
SE-0118273	DONUT KING	2025		DURFEE	AVE	SOUTH EL MONTE	9.00	No
SE-0118623	DAVIS, HOWARD	2707-17		LASHBROOK	AVE	SOUTH EL MONTE	4.00	No
SE-0118662	PAMA MANAGEMENT 0086	2510-28		PAULSON	AVE	SOUTH EL MONTE	18.00	No
SE-0118840	JUSTIN INC	2663		LEE	AVE	SOUTH EL MONTE	9.00	No
SE-0119771	L & N FIXTURES	2214		TYLER	AVE	SOUTH EL MONTE	18.00	No
SE-0119811	EL CAMINO PROPERTY MANAGEMENT	2523		CENTRAL	AVE	SOUTH EL MONTE	6.00	No
SE-0119814	KENNY SANDBLASTING, INC	9625		RUSH	ST	SOUTH EL MONTE	4.50	No
SE-0119824	PROTO SPACE ENGINEERING	2208-18		LOMA	AVE	SOUTH EL MONTE	6.00	No
SE-0119827	HOEFNER CORPORATION	9720		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0119835	AMADOR GONZALES	2312		CONTINENTAL	AVE	SOUTH EL MONTE	6.00	No
SE-0119837	GARVEY CENTER	9611		GARVEY	AVE	SOUTH EL MONTE	18.00	No
SE-0119841	LA CASITAS MEXICAN	2541		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-0119844	TYLER & RUSH	10904		RUSH	ST	SOUTH EL MONTE	24.00	No
SE-0119853	KAY INVESTMENTS	11015		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0119854	KAY INVESTMENTS	9702		EL POCHE	ST	SOUTH EL MONTE	12.00	No
SE-0119855	KAY INVESTMENT K&K PROPERTIES	2301-27		CHICO	AVE	SOUTH EL MONTE	108.00	No
SE-0119864	EPIPHANY CHURCH	10911		MICHAEL HUNT	DR	SOUTH EL MONTE	12.00	No
SE-0119889	B I G ENTERPRISES INC	9702		RUSH	ST	SOUTH EL MONTE	30.00	No
SE-0119905	CALIFORNIA SNACK FOODS	2131		TYLER	AVE	SOUTH EL MONTE	27.00	No
SE-0119910	JOSEPH TONG	2301-07		CONTINENTAL	AVE	SOUTH EL MONTE	9.00	No
SE-0119942	VITA KING	2214		SASTRE	AVE	SOUTH EL MONTE	18.00	No
SE-0119947	MANAGEMENT ENTERPRISES	10723		WEAVER	AVE	SOUTH EL MONTE	6.00	No
SE-0119948	VELASQUEZ, PAUL	10710		KLINGERMANN	ST	SOUTH EL MONTE	6.00	No
SE-0119957	** JOHNSON, EARL	10720		KLINGERMANN	ST	SOUTH EL MONTE	9.00	No
SE-0119959	PAMA MANAGEMENT 0045	10814		KLINGERMANN	ST	SOUTH EL MONTE	12.00	No
SE-0119960	IRENE LITWINSKI	10808		KLINGERMANN	ST	SOUTH EL MONTE	6.00	No
SE-0119961	GREATER SGV PROPERTY MNGT	10728		KLINGERMANN	ST	SOUTH EL MONTE	9.00	No
SE-0119963	PROACTIVE PROPERTY MANAGEMENT	2621		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0119964	CINQUEGRANI, JOHN	2717		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0119965	CINQUEGRANI, JOHN	2711		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0119972	ADVANTAGE METAL SERVICE	9835		KALE	ST	SOUTH EL MONTE	9.00	No
SE-0119989	WHITTIER NARROWS BUSINESS PARK	1170-90		DURFEE	AVE	SOUTH EL MONTE	27.00	No
SE-0119992	ALLEN XIE	1500		CHICO	AVE	SOUTH EL MONTE	24.00	No
SE-0119993	AMRO FABRICATING INC	1456		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0120009	AUTO ZONE #AUT005486	1945		DURFEE	AVE	SOUTH EL MONTE	6.00	No
SE-0120014	JAMES TSI	9547		GARVEY	AVE	SOUTH EL MONTE	6.00	No
SE-0120036	MC DONALD, DENNIS	10733		WEAVER	AVE	SOUTH EL MONTE	12.00	No
SE-0120061	OPTIONS HEADSTART	1330		POTRERO	AVE	SOUTH EL MONTE	6.00	No
SE-0120071	LJDS HOLDING,LLC	2435		CENTRAL	AVE	SOUTH EL MONTE	9.00	No
SE-0120094	HAGERTY, W K	2555		SEAMAN	AVE	SOUTH EL MONTE	6.00	No
SE-0120128	WIN HO TRADING CO	1475		POTRERO	AVE	SOUTH EL MONTE	6.00	No
SE-0120171	W & G TOM INVESTMENTS**	9251		GARVEY	AVE	SOUTH EL MONTE	6.00	No
SE-0120218	SINCERE FOODS COMPANY	2223		SEAMAN	AVE	SOUTH EL MONTE	15.00	No
SE-0120237	168 ACE HARDWARE	2310		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-0120244	AMERICAN WRECKING*****	2459-503		LEE	AVE	SOUTH EL MONTE	6.00	No
SE-0120272	PALM TREE GARMENT, INC	2413		LEE	AVE	SOUTH EL MONTE	6.00	No
SE-0120291	A B C RESTAURANT EQUIPMENT CO	2025		LEE	AVE	SOUTH EL MONTE	6.00	No
SE-0120333	RESERVE VIEW PARTNER	9838		JOE VARGAS	WAY	SOUTH EL MONTE	6.00	No
SE-0120482	FLEXO TECHNOLOGIES	9900		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0120590	AMRO FABRICATING INC.	1430		ADELIA	AVE	SOUTH EL MONTE	6.00	No
SE-0120647	KESSLER INDUSTIRAL PK #2	10621		RUSH	ST	SOUTH EL MONTE	10.00	No
SE-0120763	PRODUCELAND & TRADING	10922		KLINGERMANN	ST	SOUTH EL MONTE	6.00	No
SE-0120772	KUSTOM LIGHT PRODUCTS	2107		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0120774	MCDONALD'S RESTAURANT	9437		GARVEY	AVE	SOUTH EL MONTE	18.00	No
SE-0120806	BALI CONSTRUCTION	9852		JOE VARGAS	WAY	SOUTH EL MONTE	9.00	No
SE-0120933	COAST MACHINERY MOVERS	2431		CHICO	AVE	SOUTH EL MONTE	40.00	No

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SE-0121077	CHRISTINA MARTINEZ EL MONTE MEAT INC.	11233		RUSH	ST	SOUTH EL MONTE	12.00	No
SE-0121081	SWAP A LOT	2559		CHICO	AVE	SOUTH EL MONTE	27.00	No
SE-0121296	C W COLE INC	2560		ROSEMEAD	BLVD	SOUTH EL MONTE	12.00	No
SE-0121394	PACIFIC BEST INC	10725		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0121471	CHEN, AMY QUING	2102-10		SASTRE	AVE	SOUTH EL MONTE	6.00	No
SE-0122753	CITY OF SO EL MONTE-YARD	1900		CENTRAL	AVE	SOUTH EL MONTE	20.00	No
SE-0122756	CITY OF SO EL MONTE-MINI CNTR	1824		CENTRAL	AVE	SOUTH EL MONTE	12.00	No
SE-0122757	CITY OF SO EL MONTE-SENIOR CNT	1556		CENTRAL	AVE	SOUTH EL MONTE	18.00	No
SE-0122758	CITY OF SO EL MONTE-COMMUNITY	1530		CENTRAL	AVE	SOUTH EL MONTE	30.00	No
SE-0122759	CITY OF SO EL MONTE-CITY HALL	1415		SANTA ANITA	AVE	SOUTH EL MONTE	12.00	No
SE-0123738	RUSH STREET PARTNERSHIP	11221		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0125653	FOSTER FARMS	11250		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0132044	AMC COLORGRAFIX	2085		PECK	RD	SOUTH EL MONTE	15.00	No
SE-0137982	INTERNATIONAL PET & SUPPLY INC	2550		ROSEMEAD	BLVD	SOUTH EL MONTE	9.00	No
SE-0138780	ANO-LUME CO	1873		MERCED	AVE	SOUTH EL MONTE	6.00	No
SE-0139060	PECA CORPORATION	9707		EL POCHE	ST	SOUTH EL MONTE	9.00	No
SE-0142021	TJ PROMOTIONS	1913		FRANK STILES	ST	SOUTH EL MONTE	6.00	No
SE-0143725	ROSSI RENTALS	2205		LEE	AVE	SOUTH EL MONTE	6.00	No
SE-0145210	GRAPHIC TECH	1743		FLORADALE	AVE	SOUTH EL MONTE	6.00	No
SE-0145290	CHAUR FONG INC	2111		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0146177	SAURENMAN, DON	2523		ADELIA	AVE	SOUTH EL MONTE	9.00	No
SE-0146940	ANN LAI	2539		TROY	AVE	SOUTH EL MONTE	4.00	No
SE-0147156	CARL'S JR #7352 ****	1625		SANTA ANITA	AVE	SOUTH EL MONTE	9.00	No
SE-0148495	GOLDEN STAR PACIFIC LLC	1939		FRANK STILES	ST	SOUTH EL MONTE	36.00	No
SE-0148618	COMMERCE ATLANTIC CORP	2239		TYLER	AVE	SOUTH EL MONTE	9.00	No
SE-0152444	UNICARE ADULT DAY HEALTH CARE	9736		GARVEY	AVE	SOUTH EL MONTE	9.00	No
SE-0152834	THIENES APPAREL INC	1811		FLORADALE	AVE	SOUTH EL MONTE	9.00	No
SE-0153270	KOON PHONG FOOD INC	2638		LEE	AVE	SOUTH EL MONTE	15.00	No
SE-0153603	YUEH CHIH LAI	10837		KLINGERMAN	ST	SOUTH EL MONTE	9.00	No
SE-0156597	LA PLACITA BOTANAS MEXICAN INC	10846		CENTRAL	AVE	SOUTH EL MONTE	9.00	No
SE-0156692	TAPIOCA EXPRESS	1908		CENTRAL	AVE	SOUTH EL MONTE	6.00	No
SE-0168994	PAMA MANAGEMENT 9005	10743		WEAVER	AVE	SOUTH EL MONTE	18.00	No
SE-0169431	E M B LLC	9638		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0169629	TRI-STAR BUSINESS PARK	1900		TYLER	AVE	SOUTH EL MONTE	90.00	No
SE-0169699	TRI-STAR BUSINESS PARK	1938		TYLER	AVE	SOUTH EL MONTE	9.00	No
SE-0170404	STORAGE OUTLET	1108		PECK	RD	SOUTH EL MONTE	6.00	No
SE-0170815	OUT OF THE SHELL LLC	9658		REMER	ST	SOUTH EL MONTE	30.00	No
SE-0170844	NORMA SANTI	9205		MABEL	AVE	SOUTH EL MONTE	9.00	No
SE-0172803	SOUTHERN CALIFORNIA FOOD INC	9715		ALPACA	ST	SOUTH EL MONTE	9.00	No
SE-0187403	CPG FOOD, LLC	2425		ROSEMEAD	BLVD	SOUTH EL MONTE	9.00	No
SE-0190581	YUAN TEN NOODLE CO	2446		SEAMAN	AVE	SOUTH EL MONTE	6.00	No
SE-0198863	CREATIVE MOTION	10706		WEAVER	AVE	SOUTH EL MONTE	6.00	No
SE-0199604	SOUTHWEST WEAR PARTS CO, INC	10823		RUSH	ST	SOUTH EL MONTE	12.00	No
SE-0200771	S & M OIL CORP	1130		PECK	RD	SOUTH EL MONTE	18.00	No
SE-0201430	ABACUS POWDER COATING	1829		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-0204272	GOLDEN WEST BULLETS	2458		ROSEMEAD	BLVD	SOUTH EL MONTE	31.50	No
SE-0204810	SUPER AIR INC	2436		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0213224	HU, MING HO	10805		WEAVER	AVE	SOUTH EL MONTE	12.00	No
SE-0218570	GIOIA CHEESE CO INC.	1605		POTRERO	AVE	SOUTH EL MONTE	9.00	No
SE-0219105	A N CO	1431		ADELIA	AVE	SOUTH EL MONTE	6.00	No
SE-0223879	GREATER EL MONTE COMM.HOSPITAL	1701		SANTA ANITA	AVE	SOUTH EL MONTE	30.00	No
SE-0232925	KESSLER INTERNATIONAL PK #3	10641		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0233019	W B P ASSOC INC	2017		SEAMAN	AVE	SOUTH EL MONTE	9.00	No
SE-0239401	LA MANO TORTILLERIA	9527		GARVEY	AVE	SOUTH EL MONTE	9.00	No
SE-0244580	US SPICES CORP	1718		FLORADALE	AVE	SOUTH EL MONTE	9.00	No
SE-0244972	TILE MARBLE & TERRAZZO EMPL	9730		GARVEY	AVE	SOUTH EL MONTE	23.00	No
SE-0246040	LLC GREEN COAST WINDOW AND DOOR	9761		KLINGERMAN	ST	SOUTH EL MONTE	6.00	No
SE-0246549	PETE NIJJAR	2729		HUMBERT	AVE	SOUTH EL MONTE	9.00	No
SE-0251916	MICHAEL RAMBEAU	1718		POTRERO	AVE	SOUTH EL MONTE	9.00	No
SE-0253545	TACO NAZO	9516		GARVEY	AVE	SOUTH EL MONTE	12.00	No
SE-0254923	SPIRITT FAMILY SERVICES	2000		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-0260574	JML PRODUCE INC	2625		TROY	AVE	SOUTH EL MONTE	6.00	No
SE-0295146	LANDMARK FANTASY FLOORING INC	2455		EDWARDS	AVE	SOUTH EL MONTE	30.00	No
SE-0330229	SUPERIOR WAREHOUSE-BIN	1858		DURFEE	AVE	SOUTH EL MONTE	18.00	No
SE-0330231	SUPERIOR WAREHOUSE-RO	1858		DURFEE	AVE	SOUTH EL MONTE	30.00	No
SE-0346613	BT. BROS INC	2521		LOMA	AVE	SOUTH EL MONTE	6.00	No

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SE-0350062	BASIL & LELA NICHOLS 2001 TRST	12357		RUSH	ST	SOUTH EL MONTE	30.00	No
SE-0350951	SUNWARD ENTERPRISES	10838		WEAVER	AVE	SOUTH EL MONTE	6.00	No
SE-0351985	MAXPRO LLC	9448		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0354809	BURGER ZONE	1603		DURFEE	AVE	SOUTH EL MONTE	6.00	No
SE-0357525	EL MONTE SUPERSTORE	2650		ROSEMEAD	BLVD	SOUTH EL MONTE	80.00	No
SE-0357563	WINNERAM INTERNATIONAL INC	1860		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-0358255	GOD PROVIDES MINISTRY	2453		TROY	AVE	SOUTH EL MONTE	8.00	No
SE-0359972	KTK, INC.	9718		KLINGERMAN	ST	SOUTH EL MONTE	9.00	No
SE-0360842	M D INSULATION CO	9702		KLINGERMAN	ST	SOUTH EL MONTE	9.00	No
SE-0361407	CRYSTAL GARMENT FASHION INC	9743		ALESIA	ST	SOUTH EL MONTE	9.00	No
SE-0361453	LITTLE CAESARS ENTERPRISE INC	1932		DURFEE	AVE	SOUTH EL MONTE	9.00	No
SE-0361695	HOWARD MANAGEMENT GROUP	10814		FAWCETT	AVE	SOUTH EL MONTE	9.00	No
SE-0363335	SL STAR FASHION INC	2222		SEAMAN	AVE	SOUTH EL MONTE	6.00	No
SE-0364232	JACK IN THE BOX #3211	1933		DURFEE	AVE	SOUTH EL MONTE	12.00	No
SE-0366557	TED LEVINE DRUM COMPANY	1927		CHICO	AVE	SOUTH EL MONTE	40.00	No
SE-0387673	MERCED GROUP INC.	2300		MERCED	AVE	SOUTH EL MONTE	6.00	No
SE-0390369	S E L HOMES LLC	1515		PECK	RD	SOUTH EL MONTE	9.00	No
SE-0390386	GRAND GARDEN GP, LLC	2412		LEE	AVE	SOUTH EL MONTE	15.00	No
SE-0390452	PRIMESTOR SOUTH EL MONTE, LLC	1832		DURFEE	AVE	SOUTH EL MONTE	75.00	No
SE-0392264	A&A CASH & CARRY INC	1554		SANTA ANITA	AVE	SOUTH EL MONTE	6.00	No
SE-0392314	GROWAN INC	9835		MAX SHAPIRO	WAY	SOUTH EL MONTE	6.00	No
SE-0392903	PHO HUYNH	9706		GARVEY	AVE	SOUTH EL MONTE	4.00	No
SE-0393462	KINGFISHER TRADING CO	9320		MABEL	AVE	SOUTH EL MONTE	9.00	No
SE-0397020	FOREVER EIGHTEEN FASHION INC	2532		SEAMAN	AVE	SOUTH EL MONTE	6.00	No
SE-0398824	ROBERTA TORRES	2035		DURFEE	AVE	SOUTH EL MONTE	9.00	No
SE-0400360	TAQUERIA PERIBAN INC	2129		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0400871	LOS ANGELES PARTY WORKS	9712		ALPACA	ST	SOUTH EL MONTE	6.00	No
SE-0401885	XIN YING INC	9624		GARVEY	AVE	SOUTH EL MONTE	6.00	No
SE-0402475	ASIA BUILDING SUPPLY, INC	2213		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-0404275	ENGIE INSIGHT SERVICES, INC	9327		GARVEY	AVE	SOUTH EL MONTE	6.00	No
SE-0405864	MAXSON INVESTMENT LLC	2455		ADELIA	AVE	SOUTH EL MONTE	4.00	No
SE-0406271	VACCO INDUSTRIES	10333		VACCO	ST	SOUTH EL MONTE	15.00	No
SE-0418623	NIBAI, INC	1705		CHICO	AVE	SOUTH EL MONTE	30.00	No
SE-0418873	MARSHALLS #1057	1830		DURFEE	AVE	SOUTH EL MONTE	40.00	No
SE-0420811	JUFU CABINET	9657		RUSH	ST	SOUTH EL MONTE	12.00	No
SE-0450427	HONG KONG DENIM DESIGN INC	9725		FACTORIAL	WAY	SOUTH EL MONTE	6.00	No
SE-0452550	TASTY FACTORY CORP	2537		LEE	AVE	SOUTH EL MONTE	6.00	No
SE-0453316	MAGS PREMIER ATHLETICS INC	1736		POTRERO	AVE	SOUTH EL MONTE	6.00	No
SE-0456259	XDZ INVESTMENT GROUP	2532-42		EDWARDS	AVE	SOUTH EL MONTE	12.00	No
SE-0458243	ENCORE GLOBAL INC	2643		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-0458482	1614 ASSOCIATION	1614		POTRERO	AVE	SOUTH EL MONTE	6.00	No
SE-0458571	DISH NETWORK CALIFORNIA SRVS	1500		POTRERO	AVE	SOUTH EL MONTE	27.00	No
SE-0462502	A & W GROUP INC	11119		RUSH	ST	SOUTH EL MONTE	12.00	No
SE-0463047	MAMA SUE'S GOURMET PASTA INC.	2621		LEE	AVE	SOUTH EL MONTE	9.00	No
SE-0464058	V CLAD LAMINATES, INC.	2103		SEAMAN	AVE	SOUTH EL MONTE	30.00	No
SE-0466411	J E DEWITT	1929		DURFEE	AVE	SOUTH EL MONTE	6.00	No
SE-0467238	9800 RUSH ST COMMERCE CENTER	9800		RUSH	ST	SOUTH EL MONTE	18.00	No
SE-0467642	WINTAN, INC.	10401		RUSH	ST	SOUTH EL MONTE	15.00	No
SE-0468564	EMERDEX METALS INC	1925		DOREEN	AVE	SOUTH EL MONTE	6.00	No
SE-0468960	CVS #CVSO5499	1954		DURFEE	AVE	SOUTH EL MONTE	12.00	No
SE-0469472	SIERRA LANDSCAPE DEV INC	2209.5		CHICO	AVE	SOUTH EL MONTE	12.00	No
SE-0472399	SAN GABRIEL BREWING, LLC	1822		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0475511	GORDONSTONE & TILES INC	2121		CENTRAL	AVE	SOUTH EL MONTE	15.00	No
SE-0479385	GREENCASTLE CABINETRY INC	1418		POTRERO	AVE	SOUTH EL MONTE	6.00	No
SE-0487787	BETEC CORPORATION	1802		POTRERO	AVE	SOUTH EL MONTE	6.00	No
SE-0491525	MARTINEZ PUMPING SERVICE INC	2030		SEAMAN	AVE	SOUTH EL MONTE	6.00	No
SE-0495590	CJSR INVESTMENTS LLC	3025		LASHBROOK	AVE	SOUTH EL MONTE	18.00	No
SE-0495959	CROWN KICKS	10161		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0496208	MASTER CARPETS	2022		SANTA ANITA	AVE	SOUTH EL MONTE	12.00	No
SE-0500162	SMARDAN SUPPLY CO	1708		TYLER	AVE	SOUTH EL MONTE	9.00	No
SE-0500199	ROYAL FLUSH ENTERPRISE, LLC	9661		GARVEY	AVE	SOUTH EL MONTE	18.00	No
SE-0501252	MG GRANITE & CABINET INC	1500		SANTA ANITA	AVE	SOUTH EL MONTE	6.00	No
Row Labels		Count of Account						
No		319						
Grand Total		319						

AB1826: Tier 3 Multi-Family Customers South El Monte

Account	Acct Name	Addr#	Dir	Street	Suffix	City	Total Yards*	Green Waste Complaint
SE-0000246	WANG FAMILY LLC	2234		CONTINENTAL	AVE	SOUTH EL MONTE	6.00	No
SE-0001170	PRISCILLA KWONG	2710		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0001260	ZHIMIN LI	9302-08		RUSH	ST	SOUTH EL MONTE	12.00	No
SE-0114721	EDWARDS APARTMENTS	2500		EDWARDS	AVE	SOUTH EL MONTE	30.00	No
SE-0119601	MOLLER PROPERTIES	1916		STROZIER	AVE	SOUTH EL MONTE	4.00	No
SE-0119878	EL MONTE MOBILE AIR	1517		MERCED	AVE	SOUTH EL MONTE	45.00	No
SE-0119998	PAMA MANAGEMENT 0053	2449		LOMA	AVE	SOUTH EL MONTE	24.00	No
SE-0126709	CENTRAL APARTMENTS	2545		CENTRAL	AVE	SOUTH EL MONTE	12.00	No
SE-0212038	JENNY WONG	2728		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0217315	ROGER NGAI	10909		KLINGERMAN	ST	SOUTH EL MONTE	6.00	No
SE-0260317	LUIS HERNANDEZ	2315		CONTINENTAL	AVE	SOUTH EL MONTE	6.00	No
SE-0273981	GARY LEE	2528		EDWARDS	AVE	SOUTH EL MONTE	9.00	No
Row Labels		Count of Account						
No		12						
Grand Total		12						

*Organic Waste Services are based on the customer mix between Tiers 1, 2 and 3. In the event of a material change to the customer mix, the Contractor and City will meet and confer in good faith to discuss changes to the Agreement, including Exhibit D, as needed.

This Third Amendment ("Amendment") to the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables is entered into as of the 14th day of ~~December~~ ^{February}, 2013, by and between the City of South El Monte, a municipal corporation (the "City") and Arakelian Enterprises, Inc., d/b/a Athens Services ("Contractor"; jointly with City, the "Parties").

“2.16 Materials Recovery Facility (“MRF”). “Materials Recovery Facility” shall mean one of the facilities operated by Contractor which process Solid Waste to separate and market Recyclable Solid Waste. All waste collected by Contractor pursuant to this Agreement shall be processed through a MRF or otherwise diverted in order to maximize the diversion of Solid Waste from disposal at a landfill.”

3. Section 3.9 of the Agreement is hereby amended in its entirety to read as follows:

“3.9 Solid Waste Disposal. Contractor shall dispose of all collected Solid Waste at Contractor’s expense and in accordance with all state, federal and local laws and regulations. The cost of disposal will be included in the rates charged by Contractor hereunder. The ultimate disposal site for MRF residue and other Solid Waste will be determined by Contractor. Contractor will confirm that any ultimate disposal site used for City’s Solid Waste is properly permitted and in material compliance with applicable laws, including but not limited to 23 California Code of Regulations Section 2510 et seq. (“Subchapter 15”). Contractor shall ensure that any such landfill has been issued all permits from federal, state, regional, county and municipal agencies necessary for it to operate as a Class III Sanitary Landfill and, with respect to the SBWDS, is in material operational compliance with those permits at all times. Contractor shall provide copies of notices of violation or permit modifications that it receives to the City Manager within five (5) Business Days of receipt. In the event that Contractor becomes aware that any such disposal site is not properly permitted or in material compliance with applicable law, Contractor shall inform City Manager in writing and provide a description of the actions to be taken by Contractor to ensure that only such disposal sites that are properly permitted and in material compliance with applicable law are utilized for disposal.”

4. Section 5.1 of the Agreement is hereby amended in its entirety to read as follows:

“5.1 General Provisions.

5.1.1 The Contractor’s compensation for performance of all its obligations under this Agreement shall be the actual gross rate revenues remitted to Contractor by customers less the Franchise Fee due to the City in accordance with Section 3.2. Contractor’s compensation provided for in this Article shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, processing and disposal fees, taxes, insurance, bonds, overhead, operations, profit and all other things necessary to perform all the services in the manner required by this Agreement.

Under this Agreement, Contractor shall have the right and obligation to charge and collect from customers the rates set by Contractor, which rates shall not exceed the City approved maximum permissible rates, which are contained in Exhibit D and may be adjusted from time to time pursuant to the terms of this Agreement. The Contractor shall bill customers and collect payments in accordance with Sections 5.4, 5.5, and 5.6.”

5. Section 5.2 of the Agreement is hereby amended in its entirety to read as follows:

"5.2 Rates

5.2.1 Residential Rates. Contractor shall provide service to residential customers free of charge, except as provided in Sections 3.4.2, 3.4.4, 3.7.1 and 3.7.2.

5.2.2 Commercial/Industrial Rates. The maximum rates Contractor may charge effective January 1, 2014 (subject to the adjustments set forth in Section 5.3 of this Agreement) for the collection of solid waste from Commercial/Industrial Premises are as set forth in Exhibit D. These rates, as adjusted, will be effective so long as Contractor continues to operate the San Bernardino County Waste Disposal System ("SBWDS") or is able to make a comparable arrangement with another landfill. If Contractor is no longer operating the SBWDS and is unable to make a comparable arrangement with another landfill, the rate adjustment provisions previously set forth in Sections 5.2 and 5.3 will be revived to those that existed immediately prior to the date of this Amendment and the then-existing rates will subsequently be adjusted based on those prior adjustment provisions."

6. Sections 5.3.1, 5.3.2, and 5.3.3 of the Agreement are hereby amended in their entirety to read as follows:

"5.3 Rate Adjustment

5.3.1 Annual Rate Adjustment. Annually, commencing July 1, 2014 and each July 1 thereafter, the maximum rates Contractor is authorized to charge for the collection of solid waste from Commercial/Industrial Premises may be increased by the percentage increase in the Consumer Price Index (CPI) for the previous 12-month period (April through March) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area, not to exceed eight percent (8%). For the first adjustment (effective July 1, 2014), the maximum rates shall be increased by the CPI for the previous 3 month period (January 2014 through March 2014). No rate adjustment pursuant to this Section 5.3.1 shall become effective unless the process set forth in Section 5.3.2 is followed.

5.3.2 Rate Adjustment Process. On or before April 30, 2014, and each April 30th thereafter, the Contractor may submit an application for rate adjustment to the City Manager. The application shall be the format reasonably prescribed by the City Manager, and shall at a minimum include the CPI data and calculations upon which the proposed rate adjustment is based, as well as a revised chart in the form attached hereto as Exhibit D. The complete application shall be submitted on or before April 30 of each year for the period starting the following July 1. Provided that the documentation and calculations provided by Contractor are accurate, the City Manager shall approve the rate adjustment to the then existing maximum permissible commercial and industrial rates on or before June 1 of each year. Contractor shall notify its customers of such an increase during the next billing cycle after approval by the City, by utilizing notice in billings, the news media or

other appropriate means, as determined by Contractor in consultation with the City Manager

5.3.3 Tipping Fee Adjustment. In addition to the adjustment provided in Section 5.3.2, pursuant to Contractor's agreement for the operation of the SBWDS the County of San Bernardino has the right every three years to conduct a market rate analysis of the fees for import tonnage into similarly situated landfills. As a result, on July 1, 2016 and each third anniversary thereafter, San Bernardino has the right to increase the tipping fees for the SBWDS.

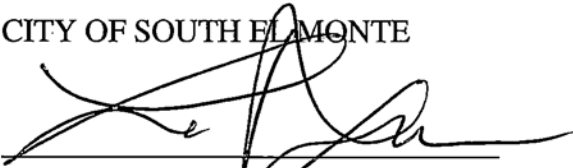
In the event that the County of San Bernardino exercises this right and the increase in the tipping fees exceeds the CPI adjustment authorized in Section 5.3.2, Contractor will provide notice of the related additional adjustment to commercial and industrial rates to the City Manager by May 15 of such year. The tipping fee component of the commercial and industrial rates may be increased pursuant to this Section 5.3.3 only by that portion of the tipping fee increase by San Bernardino that exceeds the increase in the tipping fees pursuant to the CPI adjustment authorized in Section 5.3.2. The notice will include a revised schedule of rates showing the effect of any such increase to the tipping fee component on the monthly rate per class of service, and the applicable percentage increase to the gross rate so that application of the franchise fee to the adjustment does not result in a loss to the Contractor, along with documentation evidencing the tipping fee increase by the County of San Bernardino. The City Manager shall review the proposed increase and may ask the Contractor to provide additional documentation and respond to related questions. Once the City Manager has verified the calculations and the amount and effectiveness of the increase by the County of San Bernardino, the City Manager shall forward the application to the City Council for approval. The City Council shall have no authority to deny the requested increase unless it questions the data and calculations submitted by Contractor, or the authority of the County of San Bernardino to impose the increase.

Once approved by the City Council, any increase shall be effective as of its effective date to Contractor. Contractor shall notify its customers of such an increase during the next billing cycle after approval by the City, by utilizing notice in billings, the news media or other appropriate means, as determined by Contractor in consultation with City Manager."

7. Exhibit A is hereby deleted in its entirety.
8. Exhibit D is hereby amended and replaced in its entirety with Exhibit D attached to this Amendment.
9. The City Clerk is hereby directed to attach this Amendment to the Agreement.
10. Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

CITY OF SOUTH EL MONTE


Luis Aguinaga, Mayor

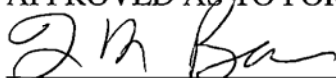
ATTEST:


Rose Juarez, City Clerk

ARAKELIAN ENTERPRISES, INC., DBA
ATHENS SERVICES

By: 
Ron Arakelian III, Executive Officer

APPROVED AS TO FORM:


Quinn M. Barrow, City Attorney

SOUTH EL MONTE
Rate Adjustment
Commercial
Effective January 1, 2014

		Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 10.00%	New Tipping Fee	Current Service Fee	Service Fee Adj 10.00%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin: 6-Yard	1 day/week pickup	344.51	316.95	134.30	13.43	147.73	182.65	18.27	200.92	348.65	30.32	378.97
	2 day/week pickup	596.85	549.10	268.62	26.86	295.48	280.48	28.05	308.53	604.01	52.52	656.53
	3 day/week pickup	847.29	779.51	402.91	40.29	443.20	376.60	37.66	414.26	857.46	74.56	932.02
	4 day/week pickup	1,092.25	1,004.87	537.24	53.72	590.96	467.63	46.76	514.39	1,105.35	96.12	1,201.47
	5 day/week pickup	1,341.32	1,234.01	671.53	67.15	738.68	562.48	56.25	618.73	1,357.41	118.04	1,475.45
	6 day/week pickup	1,592.15	1,464.78	805.86	80.59	886.45	658.92	65.89	724.81	1,611.26	140.11	1,751.37
Bin: 5-Yard	1 day/week pickup	309.38	284.63	111.95	11.20	123.15	172.68	17.27	189.95	313.10	27.23	340.33
	2 day/week pickup	529.21	486.87	223.85	22.39	246.24	263.02	26.30	289.32	535.56	46.57	582.13
	3 day/week pickup	749.16	689.23	335.78	33.58	369.36	353.45	35.35	388.80	758.16	65.93	824.09
	4 day/week pickup	964.26	887.12	447.70	44.77	492.47	439.42	43.94	483.36	975.83	84.85	1,060.68
	5 day/week pickup	1,232.99	1,134.35	559.60	55.96	615.56	574.75	57.48	632.23	1,247.79	108.50	1,356.29
	6 day/week pickup	1,401.02	1,288.94	671.52	67.15	738.67	617.42	61.74	679.16	1,417.83	123.29	1,541.12
Bin: 3-Yard	1 day/week pickup	185.61	170.76	67.15	6.72	73.87	103.61	10.36	113.97	187.84	16.33	204.17
	2 day/week pickup	317.51	292.11	134.30	13.43	147.73	157.81	15.78	173.59	321.32	27.94	349.26
	3 day/week pickup	449.50	413.54	201.47	20.15	221.62	212.07	21.21	233.28	454.90	39.56	494.46
	4 day/week pickup	578.55	532.27	268.62	26.86	295.48	263.65	26.37	290.02	585.50	50.91	636.41
	5 day/week pickup	709.05	652.33	335.77	33.58	369.35	316.56	31.66	348.22	717.57	62.40	779.97
	6 day/week pickup	840.61	773.36	402.91	40.29	443.20	370.45	37.05	407.50	850.70	73.97	924.67
Bin: 2-Yard	1 day/week pickup	139.17	128.04	44.75	4.48	49.23	83.29	8.33	91.62	140.85	12.25	153.10
	2 day/week pickup	219.38	201.83	89.56	8.96	98.52	112.27	11.23	123.50	222.02	19.31	241.33
	3 day/week pickup	333.49	306.81	134.30	13.43	147.73	172.51	17.25	189.76	337.49	29.35	366.84
	4 day/week pickup	456.46	419.94	179.08	17.91	196.99	240.86	24.09	264.95	461.94	40.17	502.11
	5 day/week pickup	541.12	497.83	223.83	22.38	246.21	274.00	27.40	301.40	547.61	47.62	595.23
	6 day/week pickup	634.38	583.63	268.62	26.86	295.48	315.01	31.50	346.51	641.99	55.83	697.82
Bin: 1-1/2-Yard	1 day/week pickup	112.85	103.82	33.59	3.36	36.95	70.23	7.02	77.25	114.20	9.93	124.13
	2 day/week pickup	179.97	165.57	67.15	6.72	73.87	98.42	9.84	108.26	182.13	15.84	197.97
	3 day/week pickup	242.72	223.30	100.74	10.07	110.81	122.56	12.26	134.82	245.63	21.36	266.99
	4 day/week pickup	326.36	300.25	134.30	13.43	147.73	165.95	16.60	182.55	330.28	28.72	359.00
	5 day/week pickup	426.63	392.50	167.90	16.79	184.69	224.60	22.46	247.06	431.75	37.54	469.29
	6 day/week pickup	499.42	459.47	201.47	20.15	221.62	258.00	25.80	283.80	505.42	43.95	549.37
Rolloff Bins		757.90	697.27	374.60	37.46	412.06	322.67	32.27	354.94	767.00	66.70	833.70
Commercial Can		57.04	52.48	17.93	1.79	19.72	34.55	3.46	38.01	57.73	5.02	62.75
Pull out Service		14.51	13.35	0.00	0.00	0.00	13.35	1.34	14.69	14.69	1.28	15.97

SOUTH EL MONTE
Rate Adjustment
Mobile Homes & Apartments
Effective January 1, 2014

		Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 10.00%	New Tipping Fee	Current Service Fee	Service Fee Adj 10.00%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin: 6-Yard	1 day/week pickup	331.42	304.91	134.30	13.43	147.73	170.61	17.06	187.67	335.40	29.17	364.57
	2 day/week pickup	574.97	528.97	268.62	26.86	295.48	260.35	26.04	286.39	581.87	50.60	632.47
	3 day/week pickup	816.75	751.41	402.91	40.29	443.20	348.50	34.85	383.35	826.55	71.87	898.42
	4 day/week pickup	1,053.25	968.99	537.24	53.72	590.96	431.75	43.18	474.93	1,065.89	92.69	1,158.58
	5 day/week pickup	1,293.66	1,190.17	671.53	67.15	738.68	518.64	51.86	570.50	1,309.18	113.84	1,423.02
	6 day/week pickup	1,535.76	1,412.90	805.86	80.59	886.45	607.04	60.70	667.74	1,554.19	135.15	1,689.34
Bin: 5-Yard	1 day/week pickup	297.47	273.67	111.95	11.20	123.15	161.72	16.17	177.89	301.04	26.18	327.22
	2 day/week pickup	509.51	468.75	223.85	22.39	246.24	244.90	24.49	269.39	515.63	44.84	560.47
	3 day/week pickup	721.68	663.95	335.78	33.58	369.36	328.17	32.82	360.99	730.35	63.51	793.86
	4 day/week pickup	929.24	854.90	447.70	44.77	492.47	407.20	40.72	447.92	940.39	81.77	1,022.16
	5 day/week pickup	1,187.92	1,092.89	559.60	55.96	615.56	533.29	53.33	586.62	1,202.18	104.54	1,306.72
	6 day/week pickup	1,350.57	1,242.52	671.52	67.15	738.67	571.00	57.10	628.10	1,366.77	118.85	1,485.62
Bin: 3-Yard	1 day/week pickup	178.46	164.18	67.15	6.72	73.87	97.03	9.70	106.73	180.60	15.70	196.30
	2 day/week pickup	305.70	281.24	134.30	13.43	147.73	146.94	14.69	161.63	309.36	26.90	336.26
	3 day/week pickup	433.01	398.37	201.47	20.15	221.62	196.90	19.69	216.59	438.21	38.11	476.32
	4 day/week pickup	557.54	512.94	268.62	26.86	295.48	244.32	24.43	268.75	564.23	49.06	613.29
	5 day/week pickup	683.43	628.76	335.77	33.58	369.35	292.99	29.30	322.29	691.64	60.14	751.78
	6 day/week pickup	810.34	745.51	402.91	40.29	443.20	342.60	34.26	376.86	820.06	71.31	891.37
Bin: 2-Yard	1 day/week pickup	133.70	123.00	44.75	4.48	49.23	78.25	7.83	86.08	135.31	11.77	147.08
	2 day/week pickup	211.17	194.28	89.56	8.96	98.52	104.72	10.47	115.19	213.71	18.58	232.29
	3 day/week pickup	320.91	295.24	134.30	13.43	147.73	160.94	16.09	177.03	324.76	28.24	353.00
	4 day/week pickup	439.15	404.02	179.08	17.91	196.99	224.94	22.49	247.43	444.42	38.65	483.07
	5 day/week pickup	520.84	479.17	223.83	22.38	246.21	255.34	25.53	280.87	527.08	45.83	572.91
	6 day/week pickup	610.78	561.92	268.62	26.86	295.48	293.30	29.33	322.63	618.11	53.75	671.86
Bin: 1-1/2-Yard	1 day/week pickup	108.36	99.69	33.59	3.36	36.95	66.10	6.61	72.71	109.66	9.54	119.20
	2 day/week pickup	173.10	159.25	67.15	6.72	73.87	92.10	9.21	101.31	175.18	15.23	190.41
	3 day/week pickup	233.64	214.95	100.74	10.07	110.81	114.21	11.42	125.63	236.44	20.56	257.00
	4 day/week pickup	314.14	289.01	134.30	13.43	147.73	154.71	15.47	170.18	317.91	27.64	345.55
	5 day/week pickup	410.47	377.63	167.90	16.79	184.69	209.73	20.97	230.70	415.39	36.12	451.51
	6 day/week pickup	480.64	442.19	201.47	20.15	221.62	240.72	24.07	264.79	486.41	42.30	528.71
Rolloff Bins		757.90	697.27	374.60	37.46	412.06	322.67	32.27	354.94	767.00	66.70	833.70
Pull out Service		13.83	12.72	0.00	0.00	0.00	12.72	1.27	13.99	13.99	1.22	15.21

SECOND AMENDMENT TO THE
AMENDED AND RESTATED AGREEMENT
BY AND BETWEEN
THE CITY OF SOUTH EL MONTE
AND
ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE,
RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES

This Second Amendment (the "Amendment") to the Amended and Restated Agreement, dated September 13, 2000, for the Collection of Solid Waste, Recyclables, Yard Waste and other compostables (the "Agreement") is entered into as of the 28th day of OCT, 2008, by and between the City of South El Monte, a municipal corporation (the "City") and Arakelian Enterprises, Inc., d/b/a Athens Services (the "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into the Agreement on September 13, 2000 and amended the Agreement for the first time on June 14, 2006;

WHEREAS, City and Contractor now desire to amend the Agreement for a second time as provided in this Amendment;

WHEREAS, City receives no charge residential and City services waste collection and desires to extend this benefit as well as the term of the Agreement from 20 years to 30 years;

WHEREAS, City desires to reduce the cost of street sweeping services;

WHEREAS, Contractor continues to maintain the responsibility for achieving City's AB 939 landfill diversion goals; and

WHEREAS, the Puente Hills Landfill will be closing in 2013 and City wants to continue the use of Contractor's Materials Recovery Facility and Transfer Station.

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. Section 1.5.1 of the Agreement is hereby amended to read as follows:

"1.5.1 Thirty Year Rolling Term. The term of this Agreement shall commence on the date of execution of this Agreement (September 13, 2000) and shall continue for a period of thirty (30) years from that date. On September 13, 2001, and every anniversary thereafter, an automatic one (1) year extension shall be applied to the Term so that the Term remains at a constant thirty (30) years, unless the Agreement is terminated pursuant to paragraphs 1.5.2 or 1.5.3."

2. Section 1.5.3 of the Agreement is hereby amended to read as follows:

“1.5.3 Notice of Termination. Notwithstanding the foregoing paragraphs 1.5.1 and 1.5.2, either party may terminate the automatic one-year extension described in Section 1.5.1 by serving the other party with a written notice of termination prior to July 13 in any year for the extension that will take effect on September 13 of that year. The notice of termination shall terminate all subsequent automatic one (1) year extensions of the Term, and the Agreement shall terminate on September 13 of the year that is thirty (30) years after the year for which the termination was given. Either party may request to meet and confer concerning the Agreement by serving a written request within thirty (30) days of service of the notice of termination. The CITY’s City Manager or his or her designee shall represent the CITY.”

3. A new Section 3.28 is hereby added to the Agreement to read as follows:

“3.28 Street Sweeping Services. Effective October 1, 2012 or one day after the effective date of the termination of that certain “Agreement for Street Sweeping Services” dated September 9, 2008, whichever is earlier, Contractor shall sweep City streets in accordance with the specifications set forth in Exhibit E, attached hereto and incorporated by this reference. CITY shall pay to CONTRACTOR the amount of \$5,000 each month for all street sweeping services rendered to the satisfaction of the CITY. The term for street sweeping services shall be the same term as set forth in Section 1.5.1 above.”

4. Section 3.20 of the Agreement relating to the required performance bond is hereby revised to increase the amount of the bond from \$250,000 to \$310,000 to read as follows:

“3.20 Performance Bond. To secure performance of the solid waste collection services, CONTRACTOR shall procure a performance bond in the amount of \$250,000 to be executed by a surety company licensed to do business in this State, and which shall be renewed annually on January 2 of each year. Prior to the commencement of the street sweeping services authorized by Section 3.28, CONTRACTOR shall increase the amount of the performance bond to \$310,000 to secure performance of the solid waste collection services and street sweeping services. CONTRACTOR shall obtain and submit the performance bond for CITY review and obtain CITY approval prior to the commencement of any of the services under this Agreement. CONTRACTOR shall renew the bond annually and file the renewal with CITY’s city clerk at least thirty (30) days prior to the termination of the existing bond.”

5. The City Clerk is hereby directed to attach this Amendment and Exhibit E to the Agreement.

6. Other than as set forth in this Amendment, the remainder of the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

CITY OF SOUTH EL MONTE

Hector Delgado
Hector Delgado, Mayor Pro Tem

ATTEST:

Vida Barone
Vida Barone, Interim City Clerk

ARAKELIAN ENTERPRISES, INC., DBA
ATHENS SERVICES

By: [Signature]

By: _____

APPROVED AS TO FORM:

Quinn M. Barrow
Quinn M. Barrow, City Attorney

EXHIBIT E
SCOPE OF STREET SWEEPING SERVICES

A. Street Sweeping Services

CONTRACTOR shall:

- a. Establish and adhere to a regular schedule of performance of the sweeping of approximately 120.47 curb miles of arterial roads and streets per week, including alleys. CONTRACTOR shall sweep both sides of each street upon the following frequency:
 - Residential areas: once per week.
 - Industrial/commercial: twice per week.
 - Raised/painted medians: twice per week.
 - Alleys: once per week.
 - City parking lots: once per week.
- b. Maintain gutter flow lines in streets free from debris for free flow of water.
- c. Maintain a state of cleanliness for road and pedestrian safety acceptable to CITY.
- d. Meet Air Quality Management District ("AQMD") requirements. CITY is dedicated to preserving the air quality and mandates that all sweepers used in conjunction with this agreement be powered by alternative fuel and meets all requirements of Rule 1186 as mandated by the AQMD and all other applicable AQMD rules and regulations, state and federal statutes and local enactments.
- e. Perform localized street cleaning following CITY special events up to a maximum of three per year as needed.

B. Sweeping Practices and Standards of Performance

1. Areas of Street

Areas of street shall include curb lines along both sides of the roadway or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted median, painted left and right turn pockets, and all intersection cross-gutters. Noses or ends of curbed medians and arterial intersection turn pockets and arterial intersection center areas and dead spots are to be maintained on the same frequency as the median or intersection for which they are associated and included in the fee for Services. Curb returns (radii) at intersections of arterial and residential streets will be swept along their entire length and free of debris on scheduled arterial sweeping days. Excluded from areas to be swept are those that would cause damage to the equipment used. While CONTRACTOR is normally responsible for the 8 foot wide strip (sweeper width), curb to curb sweeping, an additional width of street may need to be

swept at some locations due to unforeseen circumstances and shall be included within the fee for Services.

2. Disposal and Weighing of Refuse

At no cost to CITY, CONTRACTOR shall dispose of all refuse collected by hauling the refuse to a location outside the City boundaries. CONTRACTOR shall weigh such refuse on a daily basis and provide a weekly report on the refuse to the Director.

3. Water and Washing

CONTRACTOR shall use water from its own source during all sweeping operations to minimize dust except when requested by CITY staff. CONTRACTOR shall provide water at no cost to the City.

4. Warning Devices

Vehicles shall be equipped with top-mounted warning lights (rotating or beacon) visible for 360 degrees or comparable traffic safety lights when sweeping. A rear-mounted left/right arrow stick shall be required for arterial and bike lane sweepers.

5. Sweeping Speed

Sweeping speed shall be adjusted to street and debris conditions with a maximum speed of eight miles per hour (8 MPH). CONTRACTOR's drivers shall maintain good safety and driving records, and use extreme caution during street sweeping.

6. Extra Effort

Sweeping shall normally consist of a single pass over an area; however, CONTRACTOR shall make additional passes or such extra effort as may be required to adequately clean the street. Heavy debris such as accumulations of silt, compacted dirt, leaves and similar debris shall be removed unless the removal cannot be accomplished without damage to equipment or infliction of personal injury. Extra effort will be required when sweeping equipment leaves a dirt/silt smear in its swept pathway. Extra effort will be strictly enforced during and after windy conditions and storm weather. The cost for any extra effort shall be included in the contract cost per curb mile.

7. Obstructions

Non-swept or non-sweepable items such as small tree limbs, palm fronds, rocks, silt, mud, trash and debris shall be removed from the sweeping path by the sweeping operator rather than going around it. Larger obstructions such as impaired vertical and/or horizontal clearance by tree limbs, construction or landscape contractor debris, etc. shall be immediately reported to CITY when the location cannot be swept. CONTRACTOR may go around homeowner landscaping

debris, landscape company or construction debris only when all of the following conditions are met:

- Source of debris is obvious and not natural accumulation. Debris should be bagged and/or disposed of by party responsible.
- CONTRACTOR notifies CITY within twenty-four (24) hours. CONTRACTOR is not responsible for areas missed because of parked vehicles and other personal property such as toys, bicycles and skateboard ramps.

8. Level of Cleanliness

CONTRACTOR shall remove all loose debris obstructions and material normally picked up and removable by a fully operational mechanical street sweeper. This includes, but is not limited to: sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter. Debris swept onto residential and arterial driveway aprons, sidewalks, and access ramps will require additional passes by the sweeper operator. If debris cannot be re-swept, the drive/sweeping CONTRACTOR will be responsible for the manual clean-up. Clean-up will be completed at time of occurrence at CONTRACTOR's expense.

9. Notification of Non-sweeping

CONTRACTOR shall provide Director on a daily basis (when applicable) with list of all streets not swept when regular sweeping schedule is interrupted for any reason. CONTRACTOR shall provide a list of non-sweepable streets to CITY by facsimile machine or telephone by the end of the workday. CITY shall notify CONTRACTOR by phone regarding non-sweeping conditions due to inclement weather. CITY's notification will serve as a non-sweep day and will not be paid for by CITY unless an alternative sweeping schedule is coordinated by CONTRACTOR and is submitted to CITY for approval.

10. Quality of Sweeping

Street sweeper shall leave designated areas of sweeping free of dirt, litter, debris, obstructions, smears, and visual dust in accordance to CITY's standards cleanliness.

C. Equipment

1. Equipment Requirements

Quality and quantity of the equipment used by CONTRACTOR for the sweeping of streets shall be sufficient to perform the work required herein within the hours of work specified herein, and a minimum of one primary sweeper and one back-up sweeper shall be available. Primary sweepers shall be a combination vacuum/broom function within the same unit and shall be used for CITY under this agreement. The back-up sweeper shall be mobile or vacuum/broom equivalent and shall be made available in case of breakdown of primary sweeper.

Vacuum/broom or vacuum-type sweepers shall be used for the scheduled sweeping of residential streets/arterial streets. All sweeping equipment used by CONTRACTOR for CITY shall be compensated at the same curb mile cost. All equipment used by CONTRACTOR for CITY shall meet CITY's requirements and standards. CONTRACTOR shall specify the type of equipment used.

2. Alternative Fuel Equipment

To improve the community's air quality standards, CITY mandates that alternative fuel vehicles be used in the sweeping of its streets. CONTRACTOR shall provide test-proven documentation to verify the fuel's clean-burning efficiency. All equipment used in performance of this contract shall be in compliance with South Coast Air Quality Management District Rule 1186 and any other applicable laws and rules. All proposals, documentation and literature shall be included with completed specifications and contract documents prior to closing date and time.

3. Equipment Identification

All vehicles shall have safety features and shall be painted a uniform color and shall bear in legible letters CONTRACTOR's name and the following wording:

"Contracted to Serve the City of South El Monte"
"Street Sweeping Hotline – (626) _____"

4. Type and Capacity

Arterial and residential sweepers must be capable of sweeping a minimum eight-foot (8') width as measured from the outside edge of the gutter broom in a single pass along the curb. Street sweepers must have a minimum hopper capacity of three (3) cubic yards. At least one sweeper must be equipped with a left-gutter broom for median work; all others may be single or dual gutter broom machines. CONTRACTOR is required to have both mechanical broom type and vacuum/regenerative air or combination vacuum/broom assisted head (BAH) type municipal sweepers available for this contract. Alternative street sweepers will be considered if capable of meeting CITY requirements and standards. The type used in specific areas will be at CITY's discretion, providing performance standards are met.

Street sweepers used for arterial street sweeping shall have an operational left/right arrow stick traffic control device mounted on the rear of vehicle's hopper. Additionally, a rotating 360-degree safety beacon or comparable traffic safety light is required to be placed on roof of truck cab or atop hopper. Sweeper equipment operators shall wear protective clothing, equipment, and an orange safety vest at all times.

5. Maintenance

Equipment shall be maintained both visually and operationally. Paint and body of street sweeper shall be maintained in good condition with no visible rust or body damage. Vehicle engines shall be routinely maintained as to insure high level of service during all sweeping operations

and must comply with all State of California Department of Motor Vehicles CAL-OSHA and all other applicable codes required by the state, county and CITY.

D. Schedule

1. General Schedule Requirements

CONTRACTOR shall conform to the sweeping schedule of all streets as provided by CITY, as noted on maps and logs pre-approved by CITY. CONTRACTOR shall complete all sweeping as scheduled; mechanical failure or personnel problems shall not be the acceptable reason for failure to comply. No changes to the sweeping schedule will be allowed without the prior approval of CITY.

All sweeping is to be done Monday through Friday except on the following Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- a. Street sweeping of all residential streets shall occur on a weekly basis Monday through Friday, in accordance with CITY street sweeping maps and logs.
- b. If a CITY-recognized Holiday falls within the schedule, the regular schedule shall resume the day following the holiday.
- c. CONTRACTOR shall respond to after-hour emergencies within two hours of contact by CITY-personnel. CONTRACTOR will provide telephone number(s) of contact personnel for after-hour emergencies.
- d. All extra non-scheduled residential and non-scheduled sweeping work shall be performed within 24 hours upon notice by CITY. All work deemed "emergency" by CITY shall be performed the same day upon contact by CITY within one hour.

2. Holiday and Inclement Weather

Scheduled sweeping shall not be canceled for inclement weather by the street sweeping CONTRACTOR without approval of the Director. During inclement weather a two-hour standby period will be observed before a scheduled residential sweep will be canceled. CITY reserves the right to suspend street sweeping functions on a day-to-day basis. Make-up sweeping will not be allowed due to holidays, inclement weather and cancellations without the approval of the Director. CITY will communicate via phone the specific street locations throughout the day of locations where debris needs to be removed. This effort shall not affect the regularly scheduled sweeping.

E. Miscellaneous Provisions

1. Inspections and Handling of Deficiencies

Inspections will be performed by qualified CITY personnel on a regular basis as well as spot checks in response to complaints. CONTRACTOR shall meet monthly, within the maintained areas, with an authorized representative of CITY for a drive through inspection. Said meeting

shall be at the convenience of CITY and may include residents of the community. In addition, drive through interim inspections may be required by CITY. Any corrective work required as a result of a monthly inspection by CITY shall be accomplished to the satisfaction of CITY within three days of the notification of CONTRACTOR's deficiencies.

2. Complaints

CITY shall receive and process citizen services requests and complaints. CITY will notify CONTRACTOR of corrections and any re-sweeping required following complaints. Citizen complaints will be forwarded to CONTRACTOR and the frequency of such complaints will be noted in any subsequent unsatisfactory reports that may be filed against CONTRACTOR.

In the event that the results of a sweep are considered to be unsatisfactory, CITY will notify CONTRACTOR of exact locations and description of deficiency. CONTRACTOR shall re-sweep the unsatisfactory area at its expense within the time limits. High visibility and/or unsafe conditions will need to be swept immediately.

3. Traffic and Access

CONTRACTOR shall conduct its work to interfere as little as possible with public travel whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways and walk ways, whether public or private, CONTRACTOR shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners before interfering with them. Such maintenance of traffic will not be required when CONTRACTOR has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over private property involved, to obstruct traffic at the designated point.

F. Sweeping Modifications

1. Changes

CITY may at any time, by written order, direct that changes or extras be made in the scope, specifications or route schedule in relation to this contract.

FIRST AMENDMENT TO THE
AMENDED AND RESTATED AGREEMENT
BY AND BETWEEN
THE CITY OF SOUTH EL MONTE
AND
ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE,
RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES

This First Amendment to the Amended and Restated Agreement (the "Amendment") is entered into as of the 14TH day of JUNE, 2006, by and between the City of South El Monte, a municipal corporation (the "City") and Arakelian Enterprises, Inc., d/b/a Athens Services (the "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into that certain Amended and Restated Agreement, dated September 13, 2000, for the Collection of Solid Waste, Recyclables, Yard Waste and other compostables (the "Agreement");

WHEREAS, City and Contractor now desire to amend the Agreement as provided in this Amendment;

WHEREAS, City receives no charge residential and City services waste collection and desires to extend this benefit as well as the term of the Agreement from 12 years to 20 years;

WHEREAS, Contractor assumes the responsibility for achieving City's AB 939 landfill diversion goals;

WHEREAS, the Puente Hills Landfill will be closing in 2013 and City wants to continue the use of Athens Materials Recovery Facility and Transfer Station; and

WHEREAS, Contractor agrees not to petition the City Council for a special interim rate increase at this time.

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. Section 1.5.1 of the Agreement is hereby amended to read as follows:

"1.5.1 Twenty Year Rolling Term. The term of this Agreement shall commence on the date of execution of this Agreement (September 13, 2000) and shall continue for a period of twenty (20) years from that date. On September 13, 2001, and every anniversary thereafter, an automatic one (1) year extension shall be applied to the Term so that the Term remains at a constant twenty (20) years, unless the Agreement is terminated pursuant to paragraphs 1.5.2 or 1.5.3."

2. Section 1.5.3 of the Agreement is hereby amended to read as follows:

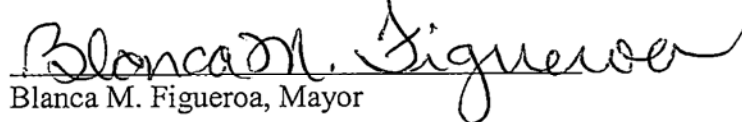
“1.5.3 Notice of Termination. Notwithstanding the foregoing paragraphs 1.5.1 and 1.5.2, either party may terminate the Agreement by serving the other party with a written notice of termination prior to July 13, 2006, or any subsequent anniversary thereof. Upon service of the notice of termination, there shall be no further automatic one (1) year extensions of the Term, and the Agreement shall terminate on September 13 of the year that is twenty (20) years after the year in which the notice of termination was served. Either party may request to meet and confer concerning the Agreement by serving a written request within thirty (30) days of service of the notice of termination. The CITY's City Manager or his or her designee shall represent the CITY.”

3. Contractor shall not apply for a special interim rate increase during the period from June 1, 2006 to July 1, 2008.

4. Other than as set forth in this Amendment, the remainder of the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

CITY OF SOUTH EL MONTE


Blanca M. Figueroa, Mayor

ATTEST:


Kathy L. Gonzales, City Clerk

ARAKELIAN ENTERPRISES, INC., DBA
ATHENS SERVICES

By 

By _____

APPROVED AS TO FORM:


Quinn M. Barrow, City Attorney

AMENDED AND RESTATED AGREEMENT
BY AND BETWEEN
THE CITY OF SOUTH EL MONTE
AND
ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE,
RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES
AS DEFINED HEREIN

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AMENDED AND RESTATED AGREEMENT FOR
SOLID WASTE COLLECTION SERVICES

THIS AMENDED AND RESTATED AGREEMENT FOR EXCLUSIVE SOLID WASTE HANDLING (Agreement") is entered into as of the 13th day of September, 2000, by and between the CITY OF SOUTH EL MONTE, a municipal corporation, ("CITY") and ARAKELIAN ENTERPRISES, INC., doing business as ATHENS SERVICES ("CONTRACTOR").

RECITALS

WHEREAS, CITY and CONTRACTOR heretofore entered into that certain agreement, dated as of December 22, 1992, whereby it was agreed that CONTRACTOR would provide exclusive residential and commercial/industrial solid waste handling services in the CITY for the term therein specified; and

WHEREAS, CITY and CONTRACTOR desire to supersede and terminate in its entirety the agreement dated December 22, 1992, and to substitute therefor the terms and provisions of this Agreement; and

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

WHEREAS, the CITY is authorized to provide collection of solid waste, recyclables, yard waste, and other compostables within the CITY by contract; and

WHEREAS, 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, charges and fees, level of services, and the 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, the CITY, for the purpose of ensuring the continued protection and preservation of the public health, welfare, and convenience of the people of the CITY, deems it advisable to provide for the collection of solid waste, recyclables, yard waste, and other compostables within the CITY by contract with CONTRACTOR; and

WHEREAS, state law mandates the CITY to meet the diversion requirements of AB 939 or face severe fines and penalties; and

WHEREAS, by this Agreement CONTRACTOR assumes the responsibility for achieving the CITY's AB 939 landfill diversion goals; and

WHEREAS, the CITY is obligated to protect the public health and safety of the residents of the City of South El Monte and arrangements made by CONTRACTOR for the collection of residential and commercial solid waste should be made in a manner consistent for the exercise of the CITY's police power for the protection of health and safety; and

WHEREAS, the CITY desires to maintain maximum flexibility in this Agreement to meet rapidly changing solid waste disposal and diversion laws and regulations; and

WHEREAS, there are no places within the City of South El Monte where landfills are located, or which are suitable for the siting of a landfill, and therefore solid waste must be exported from the CITY; and

WHEREAS, CONTRACTOR will transfer the solid waste to a material recovery facility (MR), landfill or transformation facility destination of the non-recyclable solid waste which CONTRACTOR will collect; and

WHEREAS, the City Council of the City of South El Monte determines and finds pursuant to California Public Resources Code § 40059(a)(i), that the public health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, requires that CONTRACTOR be awarded a contract for collection and disposal of residential and commercial solid waste from premises in the City of South El Monte.

NOW, THEREFORE, CITY AND CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

ARTICLE I
ISSUANCE OF EXCLUSIVE FRANCHISE

1.1 **Parties to the Agreement.** The parties to this Agreement are:

1.1.1 **City.** The City of South El Monte, a municipal corporation, having its principal office at 1415 Santa Anita Avenue, South El Monte, California 91733.

1.1.2 **Contractor.** Arakelian Enterprises, Inc. dba Athens Services, 14048 Valley Boulevard, Industry, California 91716.

1.2 **Binding Agreement.** In consideration of the mutual promises contained herein, CITY and CONTRACTOR agree to be bound by and comply with all of the requirements of this Agreement.

1.3. Representatives of the Parties and Service of Notices. The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

1. The principal representative of the CITY shall be:

City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

2. The principal representative of the CONTRACTOR shall be:

Dennis Chiappetta
Athens Services
P. O. Box 60009
Industry, California 91716

1.3.1 Formal Notices. Formal notices demands and communications to be given hereunder by either party shall be made in writing and shall be effective upon the date of personal delivery or, in the case of mailing, on the date of delivery or attempted delivery as shown on the U.S. Postal Service certified mail return receipt.

1.3.2 Change of Representative. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person is changed, written notice shall be given within five (5) working days of the change.

1.4 Grant of Exclusive Franchise. Subject to the terms and conditions of this Agreement, CITY hereby grants and issues to CONTRACTOR the exclusive franchise, authority, right and privilege to collect, transport, process pick-up, gather, remove and dispose of all solid waste, recyclables, yard waste and other compostables which are produced, generated or accumulated by all residential, commercial, institutional (to the extent the CITY can exercise control over them), industrial users or customers within the CITY, for the term of this Agreement, unless earlier terminated as provided herein.

1.4.1 Annexations. This right extends to any territory annexed to the CITY hereafter except to the extent that collection within such territory so annexed would be unlawful or violate the legal rights of another person. Unless CONTRACTOR acquires or has acquired the collection rights of any other person then collecting solid waste, recyclables, yard waste, or other compostables within any annexed territory at the time such annexation is effective, said exclusive right in each annexed territory shall commence ninety (90) days after each such annexation is completed, provided that if the CITY determines to the contrary by majority vote of its Council within said ninety (90) day period, such determination shall prevail.

1.5 Term of Agreement

1.5.1 Twelve Year Rolling Term. The Term of this Agreement shall commence on the date of execution of this Agreement and shall continue for a period of twelve (12) years from that date. On the first anniversary of the expiration of the date of execution of this Agreement, and every year thereafter, automatic one (1) year extensions shall be applied to the Term so that the Term remains at a constant twelve (12) years.

1.5.2 Intent to Terminate. Should either party desire that said automatic one-year renewal and extension of the Term be terminated, such party may give the other written notice of such intent to terminate the Agreement. Such notice of non-renewal may not be given until the anniversary date of the execution of this Agreement.

1.5.3 Notice of Termination. Notwithstanding the foregoing paragraph, should either party desire that said one year extension of the Term be terminated, such party shall give the other party written notice to terminate at least sixty (60) days prior to the anniversary of the date of execution of this Agreement or any subsequent anniversary thereafter. During the thirty (30) day period following the notice of intent to terminate, the parties shall meet and confer at the request of either party; the CITY shall be represented by the City Manager and may be represented by other persons designated by the CITY. If the notice of termination is given, it shall terminate the one-year extension of the Term, and the Agreement shall remain in full force and effect for twelve (12) years thereafter.

1.6 Termination of Prior Agreement. Upon the effective date of this Agreement, the parties hereto covenant and agree that all prior rights and obligations relating to solid waste handling services in the CITY arising under and pursuant to that certain agreement dated December 22, 1992, by and between the CITY and CONTRACTOR shall be deemed to be terminated and of no further force or effect.

ARTICLE II DEFINITIONS

2.1 AB 939 or Act. "AB 939 or "Act" means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code §§40,000 *et seq.*, as it may be amended from time to time and as implemented by the regulations of the California Integrated Waste Management Board, or its successor.

2.2 City Manager. "City Manager" shall mean the City Manager of the City of South El Monte ("CITY") or the City Manager's designee.

2.3 Collection. "Collection" shall mean the operation of gathering together within the CITY, and transporting by means of a motor vehicle to the point of disposal or processing, any solid waste.

2.4 Commercial/Industrial Business Holder. "Commercial/Industrial Business Holder" shall mean any person, firm, corporation or other enterprise or organization holding or occupying, alone or with others, commercial/industrial premises, whether or not it is the holder of the title or the owner of record of the commercial/industrial premises.

2.5 Commercial/Industrial Premises. "Commercial/Industrial Premises" shall mean all occupied real property in the CITY, except property occupied by federal, state or local governmental agencies which do not consent to their inclusion, and except residential premises as defined in subsection 2.22 hereof, and shall include, without limitation, private schools, hospitals, clinics, convalescent centers and nursing homes, wholesale and retail establishments, restaurants and other food establishments, bars, stores, shops, offices, industrial establishments, manufacturing establishments, assembly shops or plants, service stations, repair, research and development establishments, professional services, sports or recreational facilities, construction and demolition sites, hotels, motels, a multiple dwelling containing three (3) or more dwelling units, and any other commercial or industrial business facilities, structures, sites, or establishments serviced by bins in the CITY.

2.6 Construction Site or Demolition Site. "Construction Site or Demolition Site" shall mean any real property in the CITY in, on or from which a building or structure is being fabricated, assembled, erected or demolished, and which produces construction or demolition solid waste which must be removed from the property, and requires the use of commercial refuse containers.

2.7 Construction or Demolition Waste. "Construction or Demolition Waste" shall mean any solid waste, wood, packaging, plaster, rock, brick, drywall, cement, asphalt, and other rubble or debris generated as the result of construction or demolition, including without limitation, discarded packaging or containers and waste construction materials, whether brought on site for fabrication or used in construction or resulting from demolition, excluding liquid waste, asbestos-containing materials and hazardous waste.

2.8 Disposal. "Disposal" shall mean the complete operation of treating and disposing of solid waste after the collection thereof.

2.9 Franchise. "Franchise" shall mean the exclusive right and privilege granted by this Agreement.

2.10 Franchise Fee. "Franchise Fee" shall mean the fee or assessment imposed by the CITY on CONTRACTOR because of its status as party to this Agreement and which, *inter alia*, is intended to offset the CITY's expenses in administering the Franchise and to compensate CITY for damage to its streets, sidewalks, curbs and gutters, and other infrastructure resulting from the exercise of the Franchise, reporting requirements under the Act and other related expenses.

2.11 Hazardous Waste or Hazardous Substances. "Hazardous Waste" or "Hazardous Substances" shall mean and include waste materials or mixture of waste as defined or designated as

hazardous by Public Resources Code Section 40141 as it now exists or may subsequently be amended, 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 California Health and Safety Code and all future amendments, or as defined by the California Integrated Waste Management Board namely, a waste or combination of wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics, may do either of the following: (i) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; (ii) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed. "Hazardous Waste" or "Hazardous Substance" includes extremely hazardous waste and acutely hazardous waste, and any other waste as may hereafter from time to time be designated as hazardous by the Environmental Protection Agency ("EPA") or other agency of the United States Government, or by the California Legislature or any agency of the State of California empowered by law to classify or designate waste as hazardous, extremely hazardous or acutely hazardous.

2.12 Gross Receipts. "Gross Receipts" shall mean all revenues, receipts or other compensation collected by CONTRACTOR from all commercial/industrial customers within the CITY.

2.13 Holiday. "Holiday" shall mean:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

"Holiday" shall also mean any other day designated as such by the CONTRACTOR, provided the holiday is established or recognized by Resolution of the City Council.

2.14 In the City or Within the City. "In the City" or "Within the City" shall mean within the limits of the CITY as such limits exist on the effective date of this Agreement or may thereafter exist by virtue of the annexation of territory to or detachment of territory from the limits of the CITY.

2.15 Manure. "Manure" shall mean the waste droppings from any animal.

2.16 Material Recovery Facility ("MRF"). "Material Recovery Facility" shall mean the facility located at 14048 Valley Boulevard which processes municipal solid waste to separate and market recyclables. All waste collected by CONTRACTOR pursuant to this Agreement shall be processed through the Materials Recovery Facility in order to maximize the diversion of Solid Waste from landfilling or disposal at a transformation facility. The tipping fee at the MRF has two cost

components: (1) a processing fee that is eligible for C.P.I.; and (2) a disposal fee that is passed through to commercial customers as set out in Exhibit A.

2.17 Person. "Person" shall mean any individual, association, firm, partnership, corporation, or any other group or combination thereof acting as a unit.

2.18 Processing. "Processing" shall mean the reduction, separation, recovery and conversion of solid waste.

2.19 Public Agency. "Public Agency" shall mean any governmental agency or department thereof, whether federal, state, or local.

2.20 Recyclables or Recyclable Solid Waste. "Recyclables" or "Recyclable Solid Waste" shall mean a form of solid waste which has been source-separated from non-recyclable solid waste before having been discarded into the waste stream. "Recyclable Solid Waste" is a part of the solid waste stream which can be reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939.

2.21 Residential Householder. "Residential Householder" shall mean any person or persons holding or occupying residential premises in the CITY, whether or not the owner of the residential premises.

2.22 Residential Premises. "Residential Premises" shall mean any residential dwelling unit within the CITY, including, without limitation, multiple unit residential complexes such as rental housing projects, condominiums, apartment houses, mixed condominiums, rental housing, and mobile home parks, except any multiple dwelling containing three (3) or more dwelling units receiving curbside service.

2.23 Resource Recovery. "Resource Recovery" shall mean any use of solid waste collection pursuant to this Agreement, except for landfill disposal or transfer for landfill disposal. "Resource recovery" shall include, but is not limited to, transformation, composting, and multi-material recycling.

2.25 Scavenging. "Scavenging" shall mean the unauthorized removal of Recyclable Solid Waste. Scavenging is prohibited by Public Resources Code § 41950.

2.26 Solid Waste. "Solid Waste" shall mean all putrescible and nonputrescible solid and semisolid wastes, generated in or upon, related to the occupancy of, remaining in or emanating from residential premises or commercial/industrial premises, including garbage, trash, refuse, paper rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid or semisolid wastes, and other solid and semisolid wastes, excluding liquid wastes and abandoned vehicles; provided, however, that "solid waste" shall not include hazardous waste.

2.27 Solid Waste Container. "Solid Waste Container" shall mean containers or commercial bins permitted to be used for the purpose of temporarily accumulating and holding solid waste, green waste and recyclables for collection and removal.

2.28 Solid Waste Enterprise. "Solid Waste Enterprise" shall mean any individual, partnership, joint venture, unincorporated private organization, or private corporation regularly engaged in the business of providing solid waste handling services.

2.29 Special Collection Services. "Special Collection Services" shall mean the removal by CONTRACTOR of oversized or overweight household articles placed curbside by a residential householder, which oversized or overweight household articles have weights, volumes or dimensions which cannot be accommodated by solid waste containers for residential premises, such as stoves, refrigerators, water heaters, washing machines, furniture, sofas, mattresses, box springs, and large rugs.

2.30 Standard Commercial/Industrial Solid Waste Container. "Standard Commercial/Industrial Solid Waste Container" shall mean a state-of-the-art bin or solid waste container used in connection with commercial/industrial premises with a 2, 3, 4 or 6 cubic yard capacity, designed for mechanical pick-up by collection vehicles and equipped with a lid, or where appropriate for the commercial/industrial premises being served, a 10, 20, 30 or 40 cubic yard roll-off box or compactor, and shall include other types of containers suitable for the storage and collection of commercial/industrial solid waste if approved in writing by the City Manager.

2.31 Yard Waste. "Yard Waste" shall mean all grass clippings, leaves, tree trimmings, brush and shrubbery pruning. Tree trimmings larger than 4 inches in diameter, palm fronds, palm tree parts, cactus, dirt and rocks are not considered yard waste.

ARTICLE III CONTRACTOR'S OBLIGATIONS

3.1 Compliance With Laws

3.1.1 Governing Requirements. CONTRACTOR shall comply with all provisions of this Agreement, the Municipal Code, and all other applicable federal or state laws, rules and regulations.

3.2 Franchise Fee

3.2.1 Percentage Paid to City. CONTRACTOR shall pay to the CITY a franchise fee of eight percent (8%) of the CONTRACTOR's gross receipts collected from all commercial/industrial customers.

3.2.2 Paid Monthly. The franchise fee shall be payable monthly, on or before the 15th day of the month following the end of each preceding month. Each such payment shall be accompanied by an accounting, substantially in the form to be agreed upon by both parties, which sets forth the CONTRACTOR's gross receipts collected during the preceding calendar month. The franchise fee shall be in lieu of all business license and business permit fees pertaining to the collection of solid waste.

3.3 Payment to City - No acceptance of any payment by CITY shall be construed as an accord that the amount is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the CITY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recomputation by CITY. If, after a CITY requested audit, such recomputation indicates a franchise fee underpayment, CONTRACTOR shall pay to CITY the amount of the underpayment within ten (10) days of receipt of written notice from CITY. If, after audit, such recomputation indicates a franchise fee underpayment of more than three percent (3%), CONTRACTOR shall reimburse CITY for all reasonable costs and expenses incurred in connection with the audit and recomputation within ten days of receipt of written notice from CITY. If, after audit, such recomputation indicates a franchise fee overpayment, CITY shall reimburse CONTRACTOR the amount of the overpayment, and reasonable costs and expenses incurred in connection with the audit and recomputation. In no event shall such offset exceed the amount of the overpayment.

3.4 Frequency of Collection - Residential Premises.

3.4.1 Standard Services. CONTRACTOR shall provide residents with weekly collection. CONTRACTOR shall provide standard services free of charge to residential premises.

3.4.2 Green Waste Collection. On and after December 1, 2000 (or as soon as reasonably able to implement), CONTRACTOR shall collect and remove, and obtain diversion credit for all Green waste placed for collection in designated Green waste Containers. In addition to regular weekly collection of Green waste, CONTRACTOR shall collect, transport and use its best efforts to recycle all holiday trees (i.e., Christmas trees and Hanukkah bushes) placed for collection, beginning on the first collection day after December 25th and ending at 6 p.m. on the second Saturday in January. Holiday trees placed for collection are to be free of ornaments, garlands, tinsel and flocking.

3.4.3 Option for Automated Services. Within one (1) year of the anniversary date of this Agreement, CITY shall have the option to have CONTRACTOR provide a fully automated system. Should the CITY elect to exercise this option, CONTRACTOR shall provide two (2) 90 gallon automated containers for weekly collection; one black for solid waste and recyclables and one green for yard waste. CONTRACTOR will replace automated containers which are stolen or damaged due to normal wear and tear.

3.4.4 Additional Containers. Should CITY elect to exercise its option for automated service as described in Section 3.4.3, additional containers will be made available for a \$10.00 monthly service charge to be billed by CONTRACTOR. A one-time \$15.00 delivery fee will be charged to the resident for delivery and/or removal of each additional container. These fees may be revised pursuant to the C.P.I. formula set forth in Section 5.3.2.

3.5 Collection

3.5.1 Hours of Collection. CONTRACTOR shall make residential collections only between the hours of 6 a.m. and 6 p.m. on any day of the week except that no collections shall be made on Sunday unless specifically authorized in writing by the City Manager. Hours and days of collection are subject to change by the City Council. All collections shall be made as quietly as possible, and CONTRACTOR shall provide that the noise level will never exceed 75 decibels when measured at a distance of 25 feet. Commercial/industrial and construction site collections may be made at any time provided, however, that such collections within 500 feet of single family residentially zoned property shall be limited to the times specified for residential solid waste collection.

3.6 Unusual/Major Items

3.6.1 Clean-Up Week. CONTRACTOR shall provide, at no additional cost, an annual community-wide residential trash cleanup drive. During this drive, CONTRACTOR will pick up all unusual major items of trash generated at residential premises and placed curbside, including large objects such as couches, refrigerators and rugs which are not otherwise collected as part of CONTRACTOR's normal residential service. This drive shall take place on one Saturday each year during a date mutually acceptable to CITY and CONTRACTOR. CONTRACTOR shall make every reasonable effort to divert materials collected to resource recovery facilities.

3.7 Additional Services.

3.7.1 Residential-Excess Special Collection Services. CONTRACTOR shall provide, upon request from a residential householder, excess Special Collection Services beyond those described in Sections 3.4.1 and 3.6, at such times and at such rates as may be agreed upon by CONTRACTOR and the person requesting service. In the event they cannot agree, such charges and times shall be determined by the City Manager. CONTRACTOR will file and shall keep on file with the City Manager, at all times a current schedule of rates for all excess Special Collection Services.

3.7.2 Special Carry-Out Services. CONTRACTOR shall provide special manual carry-out services for those residents reasonably determined (per a doctors note provided annually) to have difficulty doing so themselves due to provable physical disabilities (whether permanent or temporary) and/or the configuration of their property. CONTRACTOR may impose a reasonable charge for this service only where it is requested by an otherwise capable resident solely for his/her convenience.

3.8 Commercial/Industrial Collection

3.8.1 Weekly Collection. CONTRACTOR shall collect and deliver to the appropriate solid waste facility all solid waste, recyclables, yard waste, and other compostables generated at commercial premises within the CITY contracting for services and delivered to a bin or otherwise properly placed for collection not less than once per week. CONTRACTOR shall collect and deliver to the appropriate solid waste management facility all solid waste, recyclables, yard waste, and other compostables generated at industrial premises within the CITY contracting for services and delivered for collection) as scheduled with each industrial generator. CONTRACTOR may contract with industrial or commercial firms to collect and dispose of waste materials which it is not licensed to remove and which present specialized problems.

3.8.2 Commercial/Industrial Special Collection Services. CONTRACTOR shall provide, upon request from a commercial/industrial business holder, additional collection services at such times and at such rates as may be agreed upon by CONTRACTOR and the person requesting service. In the event they cannot agree, such charges and times shall be determined by the City Manager. CONTRACTOR will file and shall keep on file with the City Manager at all times a current schedule of rates for all such additional services.

3.9 Solid Waste Disposal. CONTRACTOR shall dispose of all collected solid waste at CONTRACTOR's expense and in accordance with all state, federal and local laws and regulations. The cost of disposal will be included in the rates charged by CONTRACTOR hereunder.

3.10. Litter Abatement.

3.10.1 Minimization of Spills. CONTRACTOR shall use due care to prevent solid waste, recyclables, yard waste, and other compostables from being spilled or scattered during the collection or transportation process. If any solid waste, recyclables, yard waste, and other compostables are spilled during collection, the CONTRACTOR shall promptly clean up all spilled materials.

3.10.2 Covering of Loads. CONTRACTOR shall cover all open debris boxes and compactor openings during transport to the disposal site or any processing facility. No material shall be transported to the disposal site or any processing facility in vehicle hoppers.

3.11 Records.

3.11.1 Auditable Journal. CONTRACTOR shall keep an auditable journal recording each instance that solid waste is not collected in compliance with the terms of this Agreement or applicable ordinance or regulation. CONTRACTOR shall inform the customer of the reason for non-collection by notice attached to the container or other non-collected item.

3.11.2 Quarterly Reports. CONTRACTOR shall compile and keep the following information with respect to any month during the quarter and shall deliver a written report thereon, signed by an officer of the CONTRACTOR to the City Manager on a quarterly basis within thirty (30) days after the end of each quarter:

- (a) total tons of solid waste collected pursuant to the Agreement;
- (b) number of single family residences served pursuant to the Agreement;
- (c) number of multiple residences served;
- (d) number of commercial and industrial premises served;
- (e) number of complaints received;
- (f) number of missed collections reported to CONTRACTOR;
- (g) the name, address and telephone number of each solid waste disposal facility used by the CONTRACTOR during the reporting month;
- (i) the complaint log described in Section 3.12.4.

3.11.3 Financial Statements. CONTRACTOR shall maintain annual auditable operational financial statements and other relevant information consistent with generally accepted business practices regarding the operation of CONTRACTOR's waste collection business relating to the CITY and, upon the CITY's written request, make such records available to the CITY for its review. All information provided to CITY shall be kept confidential by CITY and not publicly released without CONTRACTOR's consent except: (1) as they pertain to CITY's consideration of changes in the rates charged by CONTRACTOR and (2) as otherwise directed by a court of competent jurisdiction.

3.11.4 Complaint Records. CONTRACTOR shall keep a formal, auditable record of all complaints received, including the resolution accorded each complaint, and shall notify CITY of each complaint and its final disposition upon request by the City Manager.

3.12 Data Retention. CONTRACTOR shall maintain data retention and preservation systems which can establish where solid waste collected in the CITY was landfilled and a copy or summary of the reports entitled "Hazardous Waste Inspection and Reporting," "Hazardous Waste diversion Reports" and "Quarterly Reports," above for five (5) years after the term during which collection services are to be provided pursuant to this Agreement, or to provide copies of such records to CITY. CONTRACTOR agrees to notify City's Risk Manager and City Attorney before destroying such records. This provision shall survive the expiration of the period during which collection services are to be provided under this Agreement.

3.13 Equipment.

3.13.1 Standards. All equipment used by CONTRACTOR to perform work under this Agreement shall conform to the highest industry standards and shall be maintained in a clean and efficient condition. No motor vehicle used to collect or transport solid waste may be older than ten (10) years of age at any time during the life of this Agreement. In no event shall CONTRACTOR use any motor vehicle in excess of ten (10) years of age without prior approval by the City Council. All vehicles used to collect, transport or dispose of solid waste shall pass an annual inspection by the California Highway Patrol. All certificates generated from such inspections shall be submitted to the City Manager at the time of execution of this Agreement and by January 15th during each year of the Agreement term. All vehicles and bins used to perform this Agreement shall be kept clean, in good repair and will be uniformly painted and free of graffiti to the satisfaction of the City Manager. All vehicles shall be cleaned, both inside and out, not less than once weekly.

3.13.2 Vehicle Construction. Each vehicle shall be so constructed and used so that no solid waste, oil, grease or other material will blow, fall, or leak out of the vehicle. All solid waste shall be transported by means of vehicles equipped with watertight bodies and close-fitting metal covers. Any solid waste or miscellaneous debris dropped or spilled in collection, transfer or transportation shall be immediately cleaned up by CONTRACTOR. A broom and a shovel shall be carried at all times on each vehicle for this purpose.

3.13.3 Vehicle Identification. A distinct identification number or letter shall be assigned to each vehicle used in collection activities. This number or letter shall be no less than five (5) inches high and shall be prominently displayed on the vehicle and in plain sight from four (4) directions. Each vehicle shall also bear CONTRACTOR's business or company name and local telephone number in characters large enough to be read from the curbside when a vehicle is moving.

3.13.4 Storage. CONTRACTOR shall not store any vehicle on any public street or other public property in the City of South El Monte.

3.13.5 Removal. Should the City Manager at any time give notification in writing to CONTRACTOR that any vehicle does not comply with the standards hereunder, and, in fact, such vehicle does not comply with the standards hereunder, that vehicle shall forthwith be removed from service by CONTRACTOR and not again be so used until inspected and approved in writing by the City Manager.

3.14 Personnel.

3.14.1 Independent Capacity. CONTRACTOR and the agents and employees of CONTRACTOR in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of CITY.

3.14.2 General Qualifications. To perform its duties under this Agreement, CONTRACTOR shall employ sufficient personnel qualified by reason of education, training and experience to adequately discharge the services agreed to be performed by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR shall provide service of the highest quality at all times, and personnel retained to perform this Agreement will be temperate, competent, and otherwise fully qualified to fulfill the obligations of CONTRACTOR. If any employee is found not to be courteous, or not to be performing services in the manner required by this Agreement, CONTRACTOR shall take appropriate corrective measures.

3.14.3 Uniforms. Employees of CONTRACTOR performing solid waste collection services under this Agreement shall be dressed in clean uniforms with suitable identification, and no portion of this uniform may be removed while working.

3.14.4 Driver Qualifications. All drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

3.14.5 Safety Training. CONTRACTOR shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of solid waste, recyclables, yard waste, and other compostables or who are otherwise directly involved in such collection. CONTRACTOR shall train its employees involved in solid waste, recyclables, yard waste, and other compostables collection to identify, and not to collect, hazardous or infectious waste.

3.14.6 No Gratuities. CONTRACTOR shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for collection of solid waste, recyclables, yard waste, and other compostables under this Agreement.

3.14.7 Non-discrimination. CONTRACTOR shall not discriminate during the performance of this Agreement against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, disability, marital status, or sexual orientation.

3.15 Excused Performance

3.15.1 Natural Disasters. CONTRACTOR's work and service obligations provided herein shall be excused for such time that meeting such obligations is impossible due to a natural disaster or other events outside the control of CONTRACTOR. The standards will also be waived for such time and in such areas that the streets are not in a condition to permit the safe passage of CONTRACTOR's vehicles. CONTRACTOR shall issue a credit memorandum to CITY quarterly for all missed collections excused in this paragraph in excess of two. Strikes and shortages of gasoline and diesel fuel will not be considered natural disasters for purposes of this section.

3.16 Hazardous Waste.

3.16.1 General. If the CONTRACTOR determines that waste placed in any container for collection or delivered to any facility is hazardous or infectious waste or other waste that may not legally be disposed of at the disposal site or presents a hazard to CONTRACTOR's employees, the CONTRACTOR shall have the right to refuse to accept such waste. The CONTRACTOR shall, prior to leaving the premises, leave a red bilingual, Spanish/English tag at least 3" x 6" indicating the reason for refusing to collect the waste, in which case a copy of the tag, along with the address of premises (and the name of the customer, if known) shall be delivered to the City Manager upon request.

3.16.2 Imminent Danger. Hazardous Waste which appears imminently dangerous shall be reported by CONTRACTOR to the Fire Department.

3.16.3 Residential Hazardous Waste Collection. CONTRACTOR shall coordinate with CITY and County to assist in any residential hazardous waste collection by County.

3.17 Insurance

3.17.1 Coverage. CONTRACTOR shall carry public liability insurance for the term of this Agreement in an amount not less than the greater of \$5,000,000 or the minimum amount approved by the Southern California Joint Powers Insurance Authority for each year within the term of this Agreement. CONTRACTOR additionally shall provide Workers' Compensation insurance for its employees or shall have been issued a certificate to self insure in accordance with California state law. All public liability insurance obtained by CONTRACTOR shall name as an additional insured the City of South El Monte, its elected and appointed officers, agents, and employees and shall require that ninety (90) days' written notice be given prior to the reduction or modification of the limits or cancellation or expiration of the policy. The certificate or certificates provided by CONTRACTOR shall show that the required insurance will be in effect at least 30 days in advance of any day CONTRACTOR will perform services under this Agreement. No work shall be done by CONTRACTOR during any period when CONTRACTOR is not covered by insurance as required in this Section. In the event CONTRACTOR does any work while not covered by the insurance, CITY may immediately terminate this Agreement without providing the 30 days' written notice required by section 6.1.

3.17.2 Environmental Liability Policy. CONTRACTOR shall name the CITY as an additional insured to the CONTRACTOR's policy (Exhibit B) for as long as the CONTRACTOR has the policy in force, and the limits of this policy shall be the sole remedy of the CITY for any claims, lawsuits or actions arising from environmental damages or liability. If coverage is not renewed by CONTRACTOR, Section 3.18 below shall be applicable to claims, lawsuits or actions arising from environmental damages or liability. Ninety (90) days written notice shall be given to CITY prior to the reduction, modification, nonrenewal, cancellation or expiration of the policy.

3.18 Indemnification.

3.18.1 General. CONTRACTOR, upon demand by CITY, shall indemnify, defend and save harmless CITY, its elected and appointed officers, agents and employees from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement by CONTRACTOR, including any actions by third parties, whether judicial, administrative or otherwise, including but not limited to, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury or death arising out of or connected with CONTRACTOR's performance of this Agreement or any repair, cleanup or detoxification, or preparation and implementation of any removal, remediation response, or closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous waste at any place where the CONTRACTOR stores or disposes of solid or hazardous waste subject to Section 3.17.2. The foregoing indemnity is intended to operate as an agreement pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code Section 9607(e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify CITY from liability. CONTRACTOR's obligation to indemnify, defend and save harmless the CITY as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel selected by CONTRACTOR with CITY's consent in representing the CITY in connection with any such claims, losses, lawsuits or actions. This provision shall survive the expiration of the period during which collection services are to be provided under this Agreement.

3.18.2 Legal Defense. CONTRACTOR, upon demand by the CITY, made by and through the City Attorney shall indemnify, defend and hold harmless the CITY, its elected and appointed officers, agents and employees from any and all claims, lawsuits or legal actions brought by Solid Waste and Recycling, Inc. or any other third party in any way relating to or resulting from the termination of Solid Waste and Recycling, Inc.'s Agreement with the CITY.

3.18.3 AB 939 Indemnity. CONTRACTOR assumes the responsibility of achieving the CITY's AB 939 landfill diversion goals. If such diversion goals are not met, upon demand by the CITY, CONTRACTOR shall indemnify, defend and hold the CITY harmless from any fines assessed by the California Integrated Waste Management Board (CIWMB) for not meeting the landfill diversion goals of AB 939. CONTRACTOR and CITY shall mutually agree on compliance reports sent to the CIWMB going forward.

3.19 Performance Monitoring and Security.

3.19.1 Compliance with Law and Regulations. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations and shall acquire and maintain all necessary Federal and State permits and licenses necessary for the performance of this Agreement.

3.19.2 Right to Observe Operations. The City Manager or designee shall have the right to observe and review CONTRACTOR's operations. CITY shall also have the right to enter CONTRACTOR's premises at all reasonable hours and with reasonable notice for the purposes of such observation and review.

3.20 Performance Bond. A performance bond in the amount of \$250,000 shall be procured by the CONTRACTOR to be executed by a surety company licensed to do business in this State, and which shall be renewed annually on January 2 of each year. The original bond shall be obtained by the CONTRACTOR and shall be approved by the CITY prior to performance of any work under this Agreement. The CONTRACTOR shall renew the bond annually and file the renewal with the City Clerk at least thirty (30) days prior to the termination of the existing bond.

3.21 Telephone Service. CONTRACTOR shall maintain private, toll-free telephone access to all customers in the CITY. The telephone shall be staffed by a responsible employee of CONTRACTOR between the hours of 7 a.m. and 5 p.m., Monday through Friday, and 7 a.m. to Noon on Saturday, Sundays and holidays excepted. An answering machine shall be used at the same number during all other hours. CONTRACTOR will provide the CITY with home phone numbers of key employees for emergencies.

3.22 Complaints. CONTRACTOR shall investigate and remedy all service complaints within one business day of the time the complaint was received by CONTRACTOR.

3.23 Transfer of Loads on Public Streets. CONTRACTOR shall not transfer the load from one solid waste collection vehicle to another on any public street or road unless such transfer is essential to the method of operation and is approved by the City Manager, or is necessary owing to mechanical failure or accidental damage to a vehicle.

3.24 City Facilities. The CONTRACTOR will be required to provide, at no cost to the CITY, solid waste collection services for all CITY owned buildings, parks and other facilities. In addition, CONTRACTOR must collect, at a frequency established by the City Manager, all solid waste deposited in City-supplied solid waste disposal containers placed throughout the CITY on sidewalks and other locations as set out in Exhibit C.

3.25 Commercial and Industrial Premises. The CONTRACTOR shall make arrangements with each commercial and industrial customer concerning the size of solid waste disposal container and frequency of collection required by the business. CONTRACTOR shall collect all solid waste and miscellaneous debris placed for collection meeting the provisions of this Agreement.

3.26 Service Exceptions; Hazardous Waste Notifications

3.26.1 Failure to Collect. When solid waste is not collected from a service recipient, CONTRACTOR shall notify the resident or the person in charge of day-to-day operations of the

Commercial Premises at the time collection is not made, through the use of a "tag" or otherwise, of the reasons why the collection was not made.

3.27 Solid Waste Management Plan.

3.27.1 CONTRACTOR's obligations hereunder shall include, without limitation, the development, in cooperation with the CITY, of public education and information programs relating to such policies and plans. The direct costs of implementing such programs shall be borne by CONTRACTOR.

3.27.2 CONTRACTOR further agrees to cooperate with the CITY, and with its consultants, in collecting and submitting such information and data as may be required for the further preparation and implementation of the CITY's solid waste management plan, all at no cost or expense to the CITY.

ARTICLE IV
CITY OBLIGATIONS

4.1 No Agreements. CITY shall not let any agreement to, nor enter into any agreement with any other person, firm or corporation for the performance of the service herein required to be performed by CONTRACTOR, after the date the CITY enters into this Agreement, except as otherwise provided herein. Section 13.12.070 of the South El Monte Municipal Code prohibits any person or business in the CITY from entering into a separate agreement for solid waste collection services with a vendor other than CONTRACTOR. CITY hereby agrees to use its best efforts to enforce the terms of this Agreement by appropriate ordinances and reasonable enforcement thereof.

4.2 Gardeners. The exclusive right referred to in Section 4.1 hereof shall not preclude the hauling or disposal of grass clippings, prunings, trees or other discarded materials from a private residence in connection with a separate and distinct business operation, such as a tree trimming, gardening, or other contracting enterprise.

4.3 Occasional Collection and Disposal By Residential Householder. Nothing in this Agreement shall prevent a residential householder as defined in Subsection 2.21 from occasionally collecting and disposing of solid waste or miscellaneous debris from his or her residential premises.

4.4 Government Entities - The exclusive right referred to in Section 4.1 shall not apply to any property owned by any Federal or State governmental entity.

ARTICLE V
RATES, BILLING AND PAYMENT

5.1 General Provisions. The following provisions shall govern during the entire term of the Agreement:

5.1.1 Sale of Accessories. Under no circumstance shall CONTRACTOR require customers to buy bags, cans, bins or other containers from CONTRACTOR as a pre-condition for collection of solid waste under the terms of this Agreement.

5.2 Rates

5.2.1 Residential Rates. CONTRACTOR shall provide service to residential customers free of charge, except as provided in Sections 3.4.2, 3.7.1, and 3.7.2 herein.

5.2.2 Commercial/Industrial Rates. The rates for commercial and industrial solid waste collection are set forth in Exhibit D. The rates shall be effective October 1, 2000.

5.3 Rate Adjustment

5.3.1 Gross Rate Adjustment. Commencing October of 2001, for commercial and industrial premises, the CONTRACTOR may apply for an adjustment of the rates set forth in Exhibit A. The CONTRACTOR may submit an application for rate review not more than once annually. The complete application, in the format reasonably prescribed by the City Manager, shall be submitted not later than September 30 for the period starting the following January 1. The CITY will take action on the request as soon as possible and will complete the process by November 25, provided all required information has been submitted.

5.3.2 Rate Adjustment Formula. The City Manager shall automatically approve a gross rate adjustment of 75% of the percentage increase in the Consumer Price Index (CPI) for the previous 12-month period (September through August) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area. Provided, however, that such automatic adjustment shall not exceed 8% of the existing gross rate.

5.3.3 Tipping Fee Adjustment. The procedure for adjustments based upon an increase in Tipping Fees is set forth in Exhibit A.

5.3.4 Special Interim Rate Review. The CONTRACTOR may apply to the City Council for consideration of a special interim rate review should an event or circumstance arise which jeopardizes the economic operation of the CONTRACTOR. A special application may be considered at the option of the City Council if:

1. An event or circumstance occurs which was not reasonably foreseen, and is extraordinary and not a usual business risk of the CONTRACTOR, or
2. An event or circumstance occurs which is beyond the control of the CONTRACTOR, or

3. It is necessary for the CONTRACTOR to make a substantial change in its operation, or substantial capital investment in order to perform its obligations under this Agreement or meet the requirements of applicable law, or
4. Changes to operations are mandated by the State or Federal government.

Also, the CONTRACTOR may apply for rate review and adjustment for changes in disposal methods or sites mandated or authorized by any higher political body which may now or in the future have legal jurisdiction. The City Council or City Manager may initiate a special, interim rate review at its option.

5.4 Billing

5.4.1 Authority to Collect Fees. In consideration of the services and promises of the CONTRACTOR, the CITY hereby delegates to the CONTRACTOR the right and authority to collect from the persons serviced by CONTRACTOR for the fees for such service as is provided by this Agreement.

5.4.2 Collection. The CONTRACTOR agrees that it shall neither charge nor collect any sum or sums in excess of, or in addition to, the amounts specified in this Agreement for any solid waste collection services made pursuant to this Agreement. The CONTRACTOR agrees that the CITY shall be under no obligation to collect or to enforce collection of any sums due to the CONTRACTOR for services rendered under this Agreement except as specifically provided in this Agreement or in the Municipal Code, and CONTRACTOR does hereby release the CITY from any and all liability for the payment of any sum or sums which may become due to the CONTRACTOR for the collection or removal of solid waste under the terms of this Agreement.

5.4.3 Mailings. CONTRACTOR also agrees to insert with any mailings that employ envelopes, at CITY's expense for the incremental cost, mailers describing activities of the CITY not related to solid waste management issues. CONTRACTOR agrees to insert with any mailings that employ envelopes, at CONTRACTOR's expense, messages related to solid waste management issues. These messages shall include but are not limited to route maps, pick-up times, collection rules, holidays, and similar information. The language of any such messages shall be reviewed and approved by the City Manager prior to their distribution. All messages shall include bilingual text (English and Spanish). CONTRACTOR will provide not less than thirty (30) days notice to the City Manager prior to the mailing date of any proposed mailing to permit CITY to make appropriate arrangements for the inclusion of the CITY's materials. The City Manager will provide CONTRACTOR the CITY mailers at least five (5) working days prior to the mailing date.

5.4.4 Computer Listing. The CONTRACTOR shall maintain computer listings of the billings and receipts, each in chronological order, for a period of three (3) years after the date of service for inspection by CITY. The CONTRACTOR may, at its option, maintain those records in

computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

5.4.5 Billing Format. The City Manager shall have the right to request changes to the billing format to itemize certain appropriate charges or to otherwise reasonably clarify the billing. The CONTRACTOR will cooperate with the CITY to revise its billing format as necessary to itemize appropriate charges from time to time. However, once any billing format is approved by the City Manager, if any future changes to the billing format result in substantial costs, those costs may be recovered by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall not itemize the franchise fee except with the written consent of the City Council.

5.5 Collection Procedures for Commercial Accounts.

5.5.1 All new commercial accounts are required to fund a security deposit equivalent to one (1) month's service.

5.5.2 Commercial accounts are billed monthly on the first day of each month for that month's service.

5.5.3 Payment terms are net thirty (30) days. Payments not received within thirty (30) days are considered delinquent.

5.5.4 If delinquent payments are not received within sixty (60) days, service will be stopped. (A notice/warning of a pending stop service will be delivered to delinquent accounts no less than 72 hours prior to such stoppage.)

5.5.5 After service is stopped, the account will be referred to the CITY's Code Enforcement Division.

5.5.6 If no payment is received within fifteen (15) days after referral to Code Enforcement, the account will be canceled, the security deposit will be credited against the past due balance and any remaining balance will be submitted to a collection agency.

5.6. Late Charges. CONTRACTOR shall be entitled to charge each customer late charges for the non-payment of any bill following thirty (30) days from the last day of the month for which the services were rendered. However, CONTRACTOR shall not charge late charges for any portion of the bill that is for prepayment of services until such time as the payment has become delinquent for thirty (30) days for services rendered. For example, if CONTRACTOR bills in advance for the months of January, February and March, and no payment is received during the month of January, a late charge would be assessed for the month of January only. Late charges cannot be charged for the period of time for which the services have not yet been rendered but, may be assessed thirty (30) days following the rendering of such service, if it is also thirty (30) days beyond the payment date of the billing.

5.6.1 The late charges to be charged hereunder are the maximum amount allowed by law on such billings for each period of delinquency on commercial/industrial accounts.

5.7 Mandatory Service. CONTRACTOR shall provide, and all premises shall accept, the services provided pursuant to this Agreement. CONTRACTOR may discontinue service for non-payment of fees set forth herein.

ARTICLE VI BREACH AND TERMINATION

6.1 Failure to Perform

6.1.1 Material Breach. All terms and specifications of this Agreement are material and binding, and failure to perform any portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any fashion, CITY may, at its option, terminate the Agreement not less than thirty (30) days after written notification to CONTRACTOR of the violation and failure by CONTRACTOR to remedy the violation within said time. In the event any breach does not result in termination, but does result in costs being incurred by CITY, said costs shall be charged to CONTRACTOR.

6.1.2 Right to Possession. In the event of termination of this Agreement, CITY shall have the right to take possession of all the CONTRACTOR's equipment, facilities and records used to perform the contracted services until such time that such items can be acquired by CITY for operation of the system, or until another contractor is engaged to perform the service. CITY shall pay CONTRACTOR the reasonable rental value of such equipment during the term of its use. CITY shall also have the right to purchase from CONTRACTOR all equipment, facilities and records necessary for performance of said service, at the fair market value of such items.

6.1.3 Cumulative Rights. The CITY's rights of termination shall not be exclusive but shall be cumulative and in addition to any other rights or remedies provided hereunder or pursuant to law.

ARTICLE VII ASSIGNMENT

7.1 Assignment of Contract. CONTRACTOR shall not convey, assign, sell, subcontract or otherwise delegate authority to perform any portion of this Agreement without the prior express written consent of CITY as expressed by written Resolution of the City Council. Neither shall any interest in this Agreement or any right or privilege accruing to CONTRACTOR under the terms of this Agreement be so assigned. In the event of any assignment duly authorized by CITY, the assignee shall assume the liability of the CONTRACTOR.

7.2 Transfer of Stock or Interest. No sale, gift, dissolution, merger, consolidation, or transfer of stock of CONTRACTOR which shall result in change in control of CONTRACTOR (other than a family member) during the term of this Agreement shall be made without prior approval of the City Council.

7.3 Bankruptcy. If CONTRACTOR shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by or against CONTRACTOR, and not dismissed within sixty (60) days or if CONTRACTOR shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of CONTRACTOR shall be appointed in any suit or proceeding brought by or against CONTRACTOR, or if CONTRACTOR shall make an assignment for the benefit of creditors, then and in each and every such case, this Agreement shall immediately cease, terminate, and be canceled upon written notice by CITY and without the necessity of suit or other proceeding.

7.4 Eligibility for Assignment or Transfer. CONTRACTOR acknowledges that it was eligible to be awarded this Agreement because CONTRACTOR meets certain criteria. CONTRACTOR agrees and acknowledges that CITY will not approve an assignment or transfer of ownership to a company failing to meet the same criteria, which are listed below:

7.4.1 Large national organizations will not be considered.

7.4.2 The firm must already be providing service within the surrounding geographical area. The firm must have an excellent record of performance within its service areas.

7.4.3 The firm shall be large enough, with sufficient resources and up-to-date equipment to handle the work and meet the franchise requirements of the City of South El Monte.

ARTICLE VIII MISCELLANEOUS

8.1 Construction. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa and the masculine gender includes the feminine and neuter and vice versa.

8.2 Severability. If any part of this Agreement is invalid, the remaining terms and conditions shall not be affected unless their enforcement under the circumstances would be unreasonable, inequitable or otherwise frustrate the purposes of this Agreement.

8.3 Independent Status. CONTRACTOR is an independent entity and not an officer, agent, servant or employee of CITY. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between CITY and CONTRACTOR, nor an arrangement for the disposal of Hazardous Substances. Neither

CONTRACTOR nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to CITY employees.

8.4 Law to Govern; Venue; Jury Trial Waiver. The laws of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California. CONTRACTOR waives its right to jury trial.

8.5 Fees and Gratuities. CONTRACTOR shall not, nor shall it permit any officer, agent or employee to, request, solicit, demand or accept, either directly or indirectly, any gratuity for the collection of solid waste required to be collected under this Agreement.

8.6 Amendments. All amendments to this Agreement shall be in writing duly executed by the parties. Purported oral amendments shall be void and of no force and effect.

8.7 Joint Drafting. This Agreement was drafted jointly by the parties to this Agreement.

8.8 Privacy.

8.8.1 General. CONTRACTOR shall strictly observe and protect the trade secrets and rights of privacy of service recipients. Information identifying individual service recipients, or the composition or contents of a service recipient's Solid Waste shall not be revealed to any person, governmental unit, private agency or company unless upon the authority of a court of law, by statute or upon valid authorization of the service recipient. This provision shall not be construed to preclude CONTRACTOR from preparing, participating in, or assisting in the preparation of Solid Waste Characterization Studies or waste stream analysis which may be required by AB 939.

8.8.2 Mailing Lists. CONTRACTOR shall not market or distribute mailing lists with the names and addresses of service recipients.

8.8.3 Privacy Rights Cumulative. The rights accorded service recipients pursuant to this Section shall be in addition to any privacy rights accorded service recipients pursuant to federal or state law.

8.9 Captions and References. The captions of the paragraphs and subparagraphs of this Agreement are solely for convenience of reference, and shall be disregarded in the construction and the interpretation of this Agreement. References herein to a paragraph or subparagraph are to the paragraphs and subparagraphs of this Agreement.

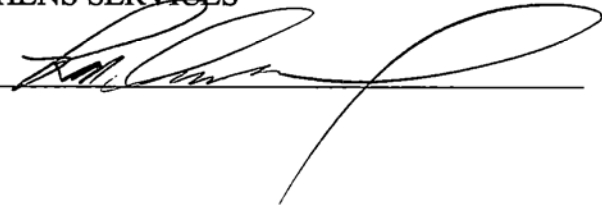
8.10 Time of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

8.11 Oral Modifications. This Agreement supersedes all prior proposals, agreements and understandings between the parties and may not be changed or terminated orally, and no change or termination of, or attempt to waive, any of the provisions hereof shall be binding unless in writing and signed by the parties against whom the same is sought to be enforced.

Executed the date and year hereinabove stated.

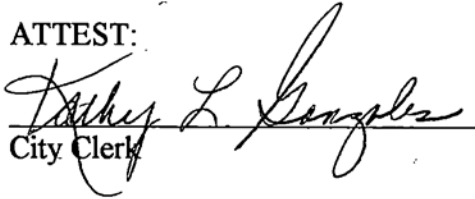
ATHENS SERVICES

By

A handwritten signature in black ink, appearing to be "L. Olmos", written over a horizontal line.

ATTEST:

City Clerk

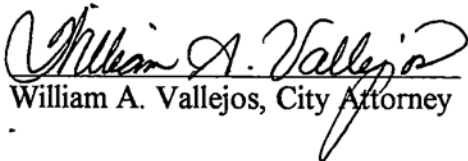
A handwritten signature in black ink, appearing to be "Kathy L. Gonzalez", written over a horizontal line.

CITY OF SOUTH EL MONTE

A handwritten signature in black ink, appearing to be "Art Olmos", written over a horizontal line.

Art Olmos, Mayor

APPROVED AS TO FORM

A handwritten signature in black ink, appearing to be "William A. Vallejos", written over a horizontal line.

William A. Vallejos, City Attorney

EXHIBIT A

TIPPING FEE ADJUSTMENT PROCEDURE

Any adjustment to rates requested as a result of a change in tipping fees charged the Contractor for the disposal of solid waste shall be calculated according to the following provisions.

The monthly rate may be adjusted upward or downward due to the Contractor's increased or decreased costs resulting from changes in the tipping fees at the MRF, including any duly authorized fees, assessments or taxes to be collected along with tipping fees.

Upon receipt of notice of such an increase or decrease, Contractor shall notify the City Manager orally as soon as possible and in writing within seven (7) days of the notification of the increase or decrease. Along with such notification, Contractor shall provide a revised schedule of rates showing the effect of any such increase or decrease on the monthly rate per class of service, and the applicable percentage increase to the gross rate so that application of the franchise fee to the adjustment does not result in a loss to the Contractor. Contractor shall confirm that the ultimate disposal location (landfill) chosen by Contractor is the most cost-effective for tipping costs giving due consideration to the impact on operating and hauling costs. Contractor shall provide any additional information requested by the City Manager or City Council at that time.

When the City Manager receives such notice, he shall place notice of any such an increase upon the agenda for the next regularly scheduled City Council meeting (or as soon thereafter as feasible) as an information item. At that meeting, the City Council may review the proposed increase and review the reason(s) for the change with the Contractor. However, the City Council shall not deny any such increase unless it questions the authority of the landfill operator or another political body to impose such an increase, fee, assessment or tax or finds that any increase is not cost-effective because of Contractor's designation of a disposal facility.

Once reviewed by the City Council, any increase shall be effective as of its effective date to Contractor. Contractor shall notify all customers in advance of such an increase by utilizing notices in billings, the news media and other appropriate means. City Manager and Contractor shall work together to determine the appropriate form of notification.

Contractor shall implement any decrease upon its effective date without City Council review or approval.

ATHENS DISPOSAL COMPANY

Confirmation Advice

Insurer (Placement)	Policy Number	Form Number	Renewal of Policy Number
AIG	PLS 4761863	N/A	N/A

Parent Organization Athens Services

Policy Term January 26, 2000 (12:01 AM) to January 26, 2010 (12:01 AM)

Coverage Description Pollution Legal Liability

Limit (per loss / claim, annual aggregate, including defense costs) \$10,000,000

Retentions \$50,000 Per Incident

Term Premium

Important Notes

- This policy contains a **Claims-Made** provision which means the policy only responds to claims made and reported during the policy period. Claims under this policy must be submitted by **INSURED** to **INSURER** within the policy period. Be aware that late reporting could result in denial of coverage by the Insurer.
- In addition, this Directors & Officers Liability policy is placed with **INSURER** which is not admitted or licensed by the State of California, per **INSURED's** request. As such, Insureds under this policy are not protected by the California Guaranty Fund in the event this insurer becomes insolvent.

Reporting Requirements

Send all "Notice of Claims" as soon as practicable and per policy provisions to: See Claim Form Attached

Exhibit C

City Facilities Receiving Free Service

<u>Account Name</u>	<u>Service Address</u>
So El Monte City Community Center	1530 Central Avenue
So El Monte City Senior Center	1556 Central Avenue
So El Monte City Mini Center	1824 Central Avenue
So El Monte City Yard	1900 Central Avenue
Sidewalk Pole Mount - SEM	1950 Central Avenue
Sidewalk Pole Mount - SEM	2604 Chico Avenue
Sidewalk Pole Mount - SEM City	1712 Durfee Avenue
Sidewalk Pole Mount - SEM City	1950 Durfee Avenue
Sidewalk Pole Mount - SEM City	2009 Durfee Avenue
Sidewalk Pole Mount - SEM	9417 Garvey Avenue
Sidewalk Pole Mount - SEM	9510 Garvey Avenue
Sidewalk Pole Mount - SEM City	9757 Garvey Avenue
Sidewalk Pole Mount - SEM City	9803 Garvey Avenue
Sidewalk Pole Mount - SEM	2003 Rosemead Blvd.
Sidewalk Pole Mount - SEM City	10300 Rush Street
Sidewalk Pole Mount - SEM City	10431 Rush Street
Sidewalk Pole Mount - SEM	10839 Rush Street
Sidewalk Pole Mount - SEM	9754 Rush Street
Sidewalk Pole Mount - SEM	9759 Rush Street
So El Monte City Hall	1415 Santa Anita Avenue
So El Monte City Hall	1415 Santa Anita Avenue
So El Monte City Shively Park	1402 Lerma Road
So El Monte City Temple Park	1450 Lidcombe Avenue

EXHIBIT D

**South El Monte
MRF Rates**

	<u>Disposal</u>	<u>Service</u>	<u>New MRF Net Rate</u>	<u>MRF Gross Rate</u>
3yds 1 time	40.75	65.49	106.24	114.73
3yds 2 times	81.49	93.96	175.45	189.49
3yds 3 times	122.24	122.48	244.72	264.29
3yds 4 times	162.99	148.98	311.97	336.93
3yds 5 times	203.73	176.49	380.22	410.64
2yds 1 time	27.16	54.31	81.47	87.99
2yds 2 times	54.33	67.94	122.27	132.05
2yds 3 times	81.49	104.98	186.47	201.39
2yds 4 times	108.66	148.09	256.75	277.28
2yds 5 times	135.82	164.81	300.63	324.68
1.5yds 1 time	20.37	46.56	66.93	72.29
1.5yds 2 times	40.75	61.62	102.37	110.55
1.5yds 3 times	61.12	73.62	134.74	145.52
Proposed Roll-off:				
	227.30	174.06	401.36	433.47

Bins: 138 lbs/cuyd
\$ 45.46 \$/MRF'd ton



City Council Agenda Report

Agenda Item No. 9.b.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Ariana De La Cruz, Recreation Supervisor

SUBJECT: CONSIDERATION AND APPROVAL OF CONVERTING EXISTING TENNIS COURT TO FOUR (4) PICKLEBALL COURTS

SUMMARY: The Community Services Department established a need based on community demand, to add pickleball courts to the Community Center.

RECOMMENDED ACTION: Staff Recommends City Council consider the approval of converting existing tennis court to four (4) pickleball courts.

FISCAL IMPACT: The cost of converting the tennis court to four (4) pickleball courts is estimated to be \$19,360. Funding for this project has been allocated from Measure A funds. The current FY 2021/2022 Budget has sufficient funds available to fund the conversion of the pickleball courts. The project will be included in the first upcoming budget amendment.

DISCUSSION: At its July 6, 2021 meeting, the Community Services Commission reviewed a staff report to recommend the conversion of the existing tennis court to four (4) pickleball courts at an estimated cost of \$19,360. The Commission recommended approving the permanent conversion of the tennis court to pickleball courts. Staff recommends to maximize the space available and convert the existing tennis court to 4 pickleball courts as offered in the proposal by Trueline. The second proposal received by Tennis Courts Inc. proposed there was adequate space for only two (2) pickleball courts. As such, since TrueLine Construction & Surfacing can provide 4 courts, it was selected.

At its July 27, 2021 meeting, the City Council instructed staff to explore the possibility of installing pickleball courts.

Staff solicited quotes from five vendors to gather estimated costs to complete the project. From the five vendors contacted, only two companies provided a quote to convert the tennis court to pickleball courts.

The Community Services Commission recommendation is to maximize the space available and convert the existing tennis court to 4 pickleball courts as offered in the proposal by Trueline. The second proposal received by Tennis Courts Inc. proposed there was adequate space for only two (2) pickleball courts. As such, since TrueLine Construction & Surfacing can provide 4 courts, they were selected.

TrueLine Construction & Surfacing is offering to patch cracks and spall and grind displaced areas on cracks so both sides are level. TrueLine will provide and install four (4) sets of Pickleball Posts, Sleeves/Nets, and Core Drilled. TrueLine will apply Sportmaster Black resurface, apply two (2) coats of Sportmaster Color System and color the court to accommodate a total of four (4) Pickleball Courts on 60 x 120 Tennis Court, and stripe white lines.

To manage the play time of pickleball courts, staff recommends a sign-in process monitored by Recreation staff at the Community Center Front Office. It is also recommended that the recommended play time be considered a "pilot pickleball program," with an option to review the success of the program and monitor and address any issues that may evolve from the conversion.

ATTACHMENT(S):

- A. Trueline Conatruction & Surfacing Quote
- B. Taylor Tennis Courts Inc. Quote

ATTACHMENT A

Trueline Construction & Surfacing, Inc.

12397 Doherty Street

Riverside, CA 92503

951-817-0777, Fax 951-817-0770

www.gotrueonline.com



Proposal/Contract

Date	Contract Num...
9/14/2020	5393

Customer Billing
City of South El Monte Nancy Rodriguez 1530 Central Ave. South El Monte, CA 91733

Project Name/Location
South El Monte Community Center 1530 Central Ave



License No. 662625, DIR 1000006579
Trueline is a member of ASBA, CPRS, CASBO & USTA
Trueline is an approved applicator of Plexipave, Sportmaster,
Guardian Crack Repair System and Armor Crack Repair System

Project

Description	Qty	Rate	Total
PICKLEBALL COURT CONVERSION CONVERT ONE (1) TENNIS COURT TO FOUR (4) PICKLEBALL COURTS Power Wash Tennis Court (owner to provide water to contractor at no additional charge) Patch cracks and spalls, We cannot guarantee against the occurrence of any new spalls or pop outs. Grind Displaced areas on cracks so both sides are fairly level. *NOTE* Structural cracks in concrete and asphalt will return. A crack can be repaired, but it might come back. Structural cracks or hairline cracks will always come back and most of the time immediately. These can be repaired temporarily, but will ultimately come back. Cracks are formed due the movement of the slab, expanding and contracting it there is a weak point in the slab itself. Even when the correct method of repair is done, the crack could re-appear the next day or never, as every court reacts differently in the movement of the slab itself. Provide and Install four (4) sets of Pickleball Posts, Sleeves and Nets, Core Drilled Apply Sportmaster Black resurfacer coat, 100% latex acrylic mixed with #60 silica sand to smooth out the surface and provide a superior base for color coating. Apply two coats of Sportmaster Color System, 100% latex acrylic, mixed with #90 silica sand for a medium speed of play. Color court to accommodate a total of (4) Pickleball Courts on 60 x 120 Tennis Court Stripe Play Lines, sharp and accurate to ASBA specifications Lines to be white latex acrylic line paint unless otherwise specified. Squeegee marks, lines or swirls are always visible in the application process, but will fade over time.		18,940.00	18,940.00
Remove and replace caulking with Sika-Flex 2CSL Grind edges for proper adhesion	60	7.00	420.00

The provisions set forth upon the second and third pages hereof and any other attached pages hereto are hereby incorporated in and made a part of this CONTRACT. I have been notified that I have the right to cancel within 3 days of signing this contract. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT the day and year set forth below.

Total

\$19,360.00

Date: _____ Signature: _____



Trueline Construction & Surfacing, Inc.
12397 Doherty Street, Riverside, CA 92503
951-817-0777, fax 951-817-0777
CSLB License No. 662625

CONSTRUCTION CONTRACT

This Construction Contract entered into by and between client and Trueline. All work described on page one (1) of this Contract and Proposal. Trueline agrees to furnish all labor, materials, equipment and supervision to complete in a good and workmanlike manner. The materials and equipment to be used in the construction/improvements of the project are described more fully in detail on page one (1) of this agreement. This detail is incorporated in and made part of this contract.

Prevailing Wages are included, unless otherwise noted on quote.

Permits are Client's responsibility for securing, including all related costs for permits, variances, soils reports and property lines.

Insurance required outside of Trueline's existing coverage, endorsements and standard wording will be an additional cost. COMMERCIAL GENERAL LIABILITY INSURANCE, Trueline carries a 2 million dollar commercial general liability insurance policy written by Mt Hawley Insurance Company. WORKERS' COMPENSATION INSURANCE, Trueline carries a workers' compensation insurance policy for all employees written by Everest National Insurance Company.

Water and Power Client is to be provided by the client at no additional cost.

Normal Deterioration of Game Court Surface, Trueline will supply and install a surface on the game court slab(s) as specified in the Quote. Said surface material is durable, but not permanent and will fade, erode and otherwise deteriorate over time and with use. Client agrees and understand that said surface shall require replacement or refurbishment in the future dependent upon the client's preference and that this contract does not unless otherwise specified include such replacement or refurbishment. SURFACING MATERIAL WILL NOT KEEP CRACKS FROM APPEARING OR REAPPEARING.

No Guarantee Against Normal Cracking, Client understand and agrees that the concrete slabs constituting the game court will contain cracks that will appear as the concrete dries. This is due to the shrinking of the concrete. Such shrinkage may be as much as .05% overall, or approximately 1/16 inch every ten feet, producing cracks accordingly. Future cracking may also appear due to contraction, expansion and other existing conditions.

Extra Work, During progress of construction, the client may order extra work. The amount for such extra work shall be determined in advance if possible, or may be charged at actual cost of labor and materials, plus 20% for Trueline's overhead and fee. All sums for extras shall be due and payable upon completion of each extra.

Extra Work Required by Public Body/Entity, any changes, alterations or extras from the drawings or specifications which may be required by any public body, utility or inspector shall constitute an extra and shall be paid for the same as any other extra.

Soils Conditions, it is the client's responsibility to furnish a current soils report unless otherwise specified in contract. In the event that the client has not provided a soils report to Trueline, and hereby warrants that there are no unusual or unsuitable soils conditions on the game court site, such as un-compacted fill, expansive soils, rock requiring blasting or the like which could affect the suitability and stability of the selected game court site for the designed slab on grade game court. Unless otherwise specified, client shall provide a level and prepared site of the game court. All grading and site preparation (cut, fill, compaction, drainage, removal and import) shall be the responsibility of the client.

Drainage, Client shall provide for drainage of waters for the areas surrounding the game court, including the drainage of runoff waters, irrigation waters and subsurface water.

Import or Export of soils, NO import or export of soils is included unless otherwise specified.

Resurfacing Limitations, In the resurfacing over previously coated courts, Trueline shall not be responsible for delamination caused by previous coatings nor delaminations or discolorations of the surfacing caused by the leaching of impurities from within the slab or sub grade.

Boundaries, Client shall indicate to Trueline the boundaries of the property and client shall assume all responsibility for accuracy of said description and boundaries.

Unknown Underground Improvements, Unless specifically indicated, agreed price does not include rerouting or responsibility of damage to vents, pipes, ducts, water or sewage disposal systems or wiring conduits that may be discovered in performance of work. Costs related to loosely compacted dirt or excessive rock are also excluded.

Unforeseen Delays, Trueline agrees to diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omissions of client or client's employees or client's agents, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by client, inability to secure materials through regular recognized channels, failure of client to make payments when due.

Warranty, All materials and labor provided by Trueline are guaranteed for one (1) year from the date Trueline's work is complete. However, Trueline cannot guarantee and specifically disclaims any warranty against normal cracking of concrete within industry standards or against concrete cracking due to causes beyond Trueline's control including, but not limited to Acts of God, soil subsidence/movement, inherent characteristics of the soil, expansive soil, hydrostatic pressure, drainage problems, reactive aggregate or contaminants in the concrete. Trueline does not warrant against shrinkage cracks and/or spalls which appear in the concrete, and client understands and acknowledges that cracks and/or spalls do occur, and that they may affect the court's appearance. This warranty is in lieu of any and all other warranties, express or implied and constitutes the sole warranty of Trueline to client. There are no express or implied warranties of fitness, merchantability, quality and workmanship or of materials except as specifically herein set forth. No warranty work will be performed until the contract amount is paid in full.

Right to stop work due to non-payment, Trueline shall have the right to stop work and to keep the job idle if payments are not made when due. If the client delays in making any progress payment, Trueline may stop work until the client delivers to Trueline, at the client's expense, a payment bond executed by a corporate surety covering the cost of the balance of the work to be performed under the contract.

Payment to be made as follows: UPON COMPLETION. 1.5% NET 30 DAYS PLUS LEGAL & ATTORNEY FEES. Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be as outlined above. I accept the terms and conditions that were provided to me as an attachment to this proposal.

NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

ATTACHMENT B

TO City of South El Monte ☐ Owner ☒ Lessee DATE October 06, 2020
Business Address 1530 Central Ave. South El Monte 91733 Telephone (626) 579-2043
Residence Address Nancy Rodriguez nrodriguez@soelmonte.org Telephone _____
Job Address Same as above Lot _____ Blk _____ Tract _____
Owner(s) _____
Applicable if this contract is with a lessee
Res. Add. _____ Bus. Add. _____

CONTRACTOR AND OWNER AGREE AS FOLLOWS:

1. **CONTRACTOR** shall furnish all following submitted specifications and costs, all material, labor, equipment, transportation and perform all work necessary for the complete installation of:

CONVERT TENNIS TO PICKLE-BALL

2. **CONTRACT PERIOD AND RIGHT TO WORK:** Prices quoted in this contract are valid for thirty (30) days from date of presentation. Contractor reserves right to commence work within thirty (30) days of contract acceptance.

PREPARATION: Core drill six holes in concrete and set two pair of sleeves for pickle-ball net posts in concrete footing and two center tie down anchors. Wash courts surface and rinse with clean water. Patch cracks and spalls. Prime any exposed areas of concrete. Due to various contributing conditions, we cannot guarantee the elimination of cracks. The court measures 50' x 112'. We feel there is only adequate space for two pickle-ball courts on this existing court, one on either side of the tennis net centered in that space. If more courts are created, there will only be 3' clearance between perimeter lines and fence. See attached 'not-to-scale' drawing.

ACRYLIC RESURFACER: Apply by squeegee, one coat of acrylic resurfacer with 60 silica sand as base coat and as filler.

COLOR TEXTURE COATS: Apply by squeegee, one coat of Plexipave Acrylic Texture System with 60 silica sand.

COLOR COAT: Apply one coat by squeegee of Plexipave Color System with no sand. This coat seals in the sand coats and improves the color of the court. Color of the court shall be from **STANDARD COLORS** on Plexipave color chart. Tournament colors will be additional cost.

PLAY LINES: The play lines shall be sharp and accurate for pickle-ball. White textured line paint shall be applied between strips of masking tape. When surfacing is complete, 2 days must pass before playing on court to ensure proper cure.

NET POSTS/NETS: Provide and install two pair pickle-ball net posts and nets.

ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMAN-LIKE MANNER FOR THE SUM OF: 13,300.00 (Thirteen thousand three hundred dollars) DIR 1000007799

Deposit and/or payment schedule to be set up upon acceptance of proposal. Any addition, alteration from the above specifications will become an extra charge over the sum mentioned in this contract and owner shall pay for same weekly as such additional work, alteration or deviation progresses.

** Please sign and return one copy to process your order *
Visit us at www.taylortenniscourts.com*

The provisions set forth upon the reverse hereof and any attached pages hereto are hereby incorporated in and made a part of this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT the day and year set forth below.

OWNER

CONTRACTOR

Dated: _____

Dated: October 06, 2020

By: _____

By: David Taylor

By: _____

Taylor Tennis Courts Inc.

SEE REVERSE FOR GENERAL CONDITIONS

3. **GUARANTEE:** all work and/or materials performed by CONTRACTOR is guaranteed for a period of one (1) year from the time construction is completed. Guarantee does not apply to damages resulting from Acts of God.

In the construction of concrete courts, shrinkage cracks and/or spalls may appear in the slab, but do not cause any structural damage or displacement. In order to minimize the possibility of shrinkage cracks and/or spalls, CONTRACTOR uses the least reactive aggregate available. However, neither CONTRACTOR or the concrete ready mix companies guarantee against shrinkage cracks and/or spalls that may occur in the concrete slab, and the terms of our guarantee do not extend to such shrinkage cracks and/or spalls.

4. **EXTRA WORK:** During progress of construction the OWNER may order extra work. The amount for such extra work shall be determined in advance if possible, or may be charged for at actual cost of labor and materials plus 20% for CONTRACTOR's overhead and fee. All sums for extras shall be due and payable upon completion of each extra. For purposes of this paragraph "cost" is defined as the cost of subcontracts, labor, materials, equipment and transportation, plus ten percent overhead plus ten percent profit to the CONTRACTOR.

5. **OWNER** shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and rubbish. **OWNER** agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. **CONTRACTOR** shall not be held responsible for damage to driveways, walks, lawns or shrubs by movement of trucks.

6. unless specifically indicated, agreed price does not include costs related to the following underground occurrences: loosely compacted dirt or excessive rock, rerouting or responsibility of damage to vents, pipes, ducts, water or sewage disposal systems or wiring conduits that may be discovered in performance of work.

7. In construction of concrete courts, the pumping of concrete will be an extra charge unless so specified.

8. No import or export of soil unless noted in contract.

9. In the resurfacing over previously coated courts, the **CONTRACTOR** shall not be responsible for delamination caused by previous coatings or delaminations or discolorations of the surfacing caused by the leaching of impurities from within the slab or subgrade.

10. Any changes, alterations, or extras from the drawings or specifications which may be required by any public body, utility or inspector shall constitute an extra and shall be paid for the same as any other extra.

11. **CONTRACTOR** agrees to diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omissions of **OWNER** or **OWNER's** employee or **OWNER's** agents, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by **OWNER**, inability to secure materials through regular recognized channels, failure of **OWNER** to make payments when due.

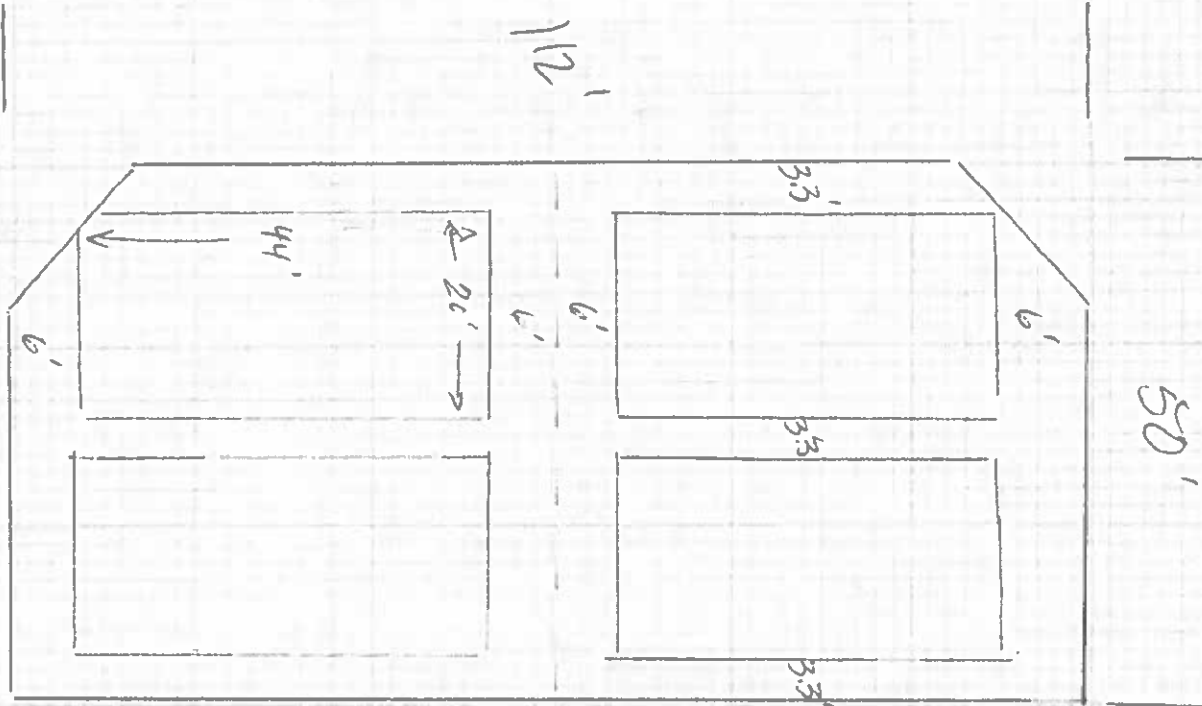
12. **CONTRACTOR** shall have the right to stop work and to keep the job idle if payments are not made to him when due. If the **OWNER** delays in making any progress payment, the **CONTRACTOR** may stop work until the **OWNER** delivers to the **CONTRACTOR**, at the **OWNER's** expense, a payment bond executed by a corporate surety covering the cost of the balance of the work to be performed under this contract.

13. **OWNER** agrees to pay **CONTRACTOR** invoices in accordance with the terms thereon. **OWNER** further agrees to pay late charges of 1 1/2% per month on any amounts not paid within 30 days from date of statement, and any collection expenses and attorney fees incurred in collection of this account on any amounts not paid within 60 days from date of statement.

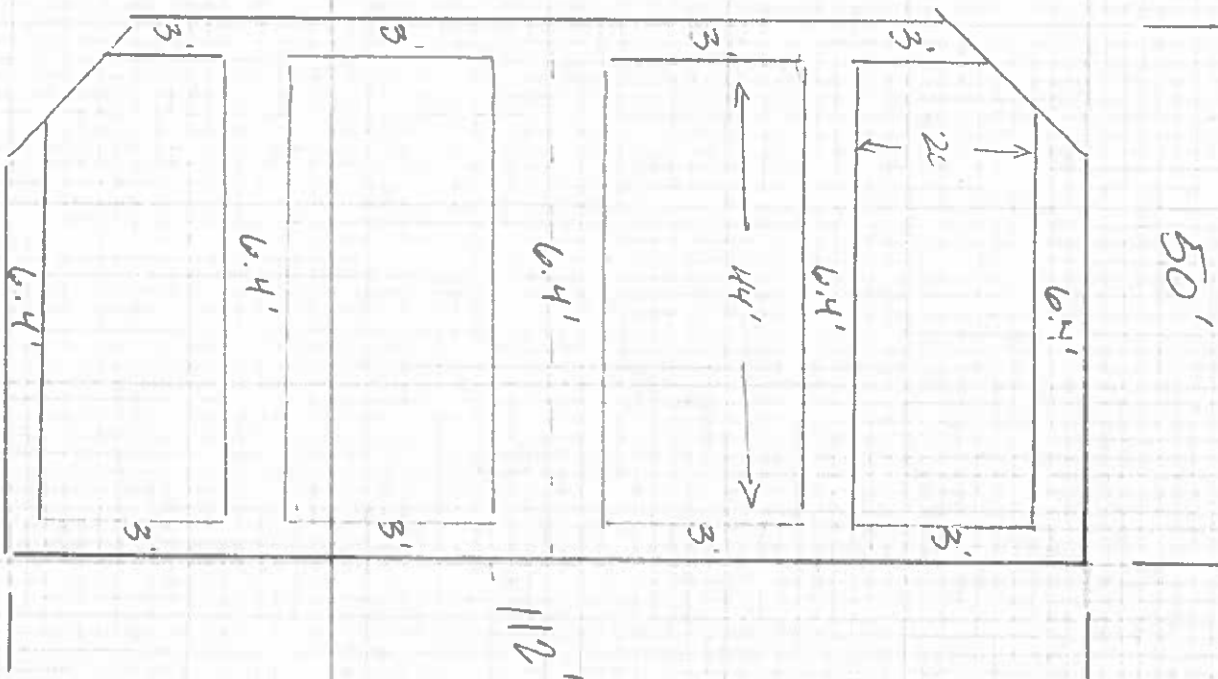
14. **OWNER** shall indicate to the **CONTRACTOR** the boundaries of the property and shall assume all responsibility for accuracy of said description and boundaries.

15. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration before a single arbitrator in Orange County, California, in accordance with the laws of the State of California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

16. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS for final and binding arbitration pursuant to the arbitration clause set forth above. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from a JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The provisions of this paragraph may be enforced by any Court of competent jurisdiction.



LAY-OUT
OPTIONS
SO. EL Monte





City Council Agenda Report

Agenda Item No. 9.c.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-56, APPROVING SUBMITTAL OF PROPOSITION 68 PROGRAM APPLICATION FOR PER CAPITA GRANT FUNDS

SUMMARY: The Per Capita Grant program originates from Proposition 68 and is allocated to cities and local districts based on population. The City was allocated \$177,952 in Per Capita funds under the General Per Capita Program. Funds are intended for local park rehabilitation, creation, and improvement. Staff wishes to submit an application for the Splash Pad project to utilize as matching funds toward the Proposition 68 Statewide Park Program (SPP) Grant application.

RECOMMENDED ACTION: Staff Recommends City Council adopt Resolution No. 21-56, approving submittal of the Per Capita grant application for the Splash Pad project.

FISCAL IMPACT: The Per Capita Program requires local matching funds depending on the project area. If the project is not serving a severely disadvantaged community (median household income less than 60 percent of the statewide average), a 20 percent match is required. The Splash Pad site is located within a severely disadvantaged community; therefore, no match would be required.

DISCUSSION: The Per Capita Program was placed on the ballot via Senate Bill 5 and approved by voters on June 5 2018. It includes the General Per Capita Program and the Urban County Per Capita Program, which represent a combined total of over \$198 Million in funding. Allocations for each program are determined based on population of the cities, counties, or other eligible districts. The Program is administered by California State Park's Office of Grants and Local Services (OGALS) with the intent of supplementing existing capital outlay expenditures for recreational purposes. Funds from the Per Capita Program may also be used for acquisition.

The City has received an allocation of \$177,952. Staff attended a mandatory grant administration workshop on August 7, 2020 with OGALS. As a next step, OGALS has requested municipalities provide a Resolution approving application(s) as soon as

possible. Per Capita Program applications are due by December 2021, with a project completion date of December 2023.

Staff is currently preparing a grant application for the Proposition 68 SPP for the Splash Pad project. Splash pads are safe, affordable, recreational, zero-depth water attractions that can be installed anywhere including childcare facilities, summer camps, recreational facilities, etc. Splash pads will typically consist of multiple spray jets, and/or above ground spray features. Splash pads are often found in public parks, for water play that has little or no standing water. This is said to eliminate the need for lifeguards or other supervision, as there is little risk of drowning. The proposed location for the splash pad is the mound of grass located between the Aquatic Center and the Basketball Courts. Staff envisions an expansion of the Aquatic Center, with potential opportunity to enclose the splash pad and add as a grant match for the SPP Grant application for the Splash Pad project. The inclusion of these Per Capita Program funds, in the amount of \$177,952, toward this project indicates a financial commitment by the City and may strengthen the Proposition 68 park development application.

ATTACHMENT(S):

- A. Resolution No. 21-56

RESOLUTION NO. 21-56

A RESOLUTION OF THE OF SOUTH EL MONTE CITY COUNCIL
APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY RESOLVES AS FOLLOWS:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the CITY OF SOUTH EL MONTE general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the CITY OF SOUTH EL MONTE will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

- (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the CITY MANAGER, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED, APPROVED, AND ADOPTED this 14th day of September, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 21-56, was passed and approved by the City Council of the City of South El Monte City at a regular meeting of said Council Held on the 14th day of September, 2021 and that Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 9.d.

DATE: September 14, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION OF ENTERING INTO A CONTRACTUAL AGREEMENT WITH EL MONTE UNION HIGH SCHOOL DISTRICT (EMUHSD) TO PROVIDE A SCHOOL RESOURCE OFFICER FOR SOUTH EL MONTE HIGH SCHOOL

SUMMARY: At the July 13, 2021 City Council meeting, Councilmember Hector Delgado requested to add one additional deputy to the existing City contract with the Los Angeles County Sheriff's Department that will be assigned to work in the capacity as a School Resource Officer at South El Monte High School.

RECOMMENDED ACTION: City Council is requested to discuss and provide direction to the City Manager with the EMUHSD for a School Resource Officer for the balance of the existing school year through June 30, 2022. As part of this direction, the impacts of expanded requirements from the District as part of their SRO program are to be examined by the City to determine the impact, if any, on the scope of a new agreement between the City and the District and to determine to what extent, if any, that the expanded District requirements fall within the existing scope of the City's agreement with the Sheriff's Department and within the recently approved motion by the Los Angeles County Board of Supervisors that requires their oversight over all Sheriff's SROs.

FISCAL IMPACT: The City's FY 2021-22 agreement with the Los Angeles County Sheriff's Department is for \$5.6 million. This covers labor, overhead and operating equipment costs for 18 fulltime deputies. This workforce includes 13 patrol deputies and 5 special assignment deputies, a total of 18 deputies assigned to the City.

The initial first year cost is \$318,850 to add the requested additional deputy in the capacity of a School Resource Officer (SRO). The first year cost of a new SRO is higher due to the requirement to purchase a new patrol vehicle at \$91,726. After the first year, the cost of the SRO is reduced to the current contract amount of \$227,124, plus escalations that contractually apply in the following fiscal year.

DISCUSSION: Background

The City and EMUHSD first entered into an annual contractual arrangement effective July 1, 2009 for a SRO. This agreement was for one Los Angeles County Sheriff's Deputy that was assigned to the District as a SRO serving South El Monte High School. The City and the District shared the cost of funding the SRO with the District paying the City their portion of the cost when invoiced after services had been rendered. This arrangement continued every year thereafter, through June 30, 2020.

Due to the impact of the COVID-19 pandemic, classroom attendance was curtailed and the District opted not to enter into a one-year contract for FY 2020/21. During the budgeting process for FY 2020/21, the City budgeted the full cost of the SRO with the belief the District was going to enter into a new one-year agreement as it had done each year starting in 2009. Instead, the District declined to participate, citing that the service was not required and did not want to share the cost. The City absorbed the full cost of the SRO of \$210,000 during FY 2020/21, and the SRO was incorporated into the City's overall policing effort as a Special Assignment Officer (SAO). During that time, the SRO went out on injury leave and remained off-duty for the remainder of the FY 2020/21.

During the City's FY 2021/22 budget process, the City made numerous attempts to confirm the need for an SRO for the upcoming school year, however due to the uncertainty of the COVID-19 pandemic health orders and new EMUHSD board of trustees initiatives, EMUHSD did not provide an answer in time for the City's FY 2020/21 budget approval process.

During the City's FY 2020/21 Budget Workshop Session #2, City Council directed staff to provide staffing options to increase the number of Sheriff personnel to serve the needs of the community. The following information was brought back at Budget Workshop Session #3 with three staff pricing options that were provided to City Council:

Option 1: Total FY 2021/22 budget increase of \$113,500 to re-assign the SRO to the City's SAO Team to meet community needs. The total gross budgeted cost to retain the deputy is \$227,124. This is the action that the City Council approved in the adopted FY 2021/22 budget.

Option 2: Total FY 2021/22 budget increase of \$318,850 to add a new deputy to the Sheriff's bringing the total number of deputies assigned to the City to 19. The cost of adding a new deputy for the first year is \$227,124, plus a one-time purchase cost of \$91,726 for a patrol vehicle. The total first year cost for a new deputy is \$318,850. In future years, the annual cost will be only the labor cost of \$227,124, adjusted for any contractually obligated escalations.

Option 3: Total FY 2021/22 budget increase of \$405,726 to add a new sergeant, rather than a deputy. It was considered that by adding another level of supervision, it would increase the effectiveness of the deputies assigned by the reduction in the span of control. The labor and benefit costs for the first year of a sergeant totaled \$312,000 plus the one-time purchase of a vehicle at \$93,726, for a total first year cost of \$405,726. After the initial year, the ongoing cost of a sergeant would be \$312,000, adjusted for any contractually obligated escalations.

City's Contractual Agreement With Los Angeles County Sheriffs' Department

The Los Angeles County Sheriff's Department (Sheriff's Department) has been providing general law enforcement services within the city limits since 1958, when the

City was originally incorporated. Currently, the City is one of 42 contract cities being served by the Sheriff's Department. It is the largest such sheriff's department in the world, with approximately 18,000 employees. It also services 141 unincorporated communities, 216 facilities, hospitals, and clinics located throughout Los Angeles County, nine (9) community colleges, the Metropolitan Transit Authority and 37 Superior Courts. The current service agreement covers a five-year period from July 1, 2019 through June 30, 2024. The agreement allows for a sixty-day written termination clause by either party. The scope of the agreement is to provide general law enforcement services within City limits. The services provided encompass duties and functions of the type coming under the jurisdiction of and customarily rendered by the Sheriff's Department following the County Charter, State of California statutes and the City's municipal code.

District's Expanded Requirements On School Resource Officer Program

Throughout the nation, there has been a trend towards defunding police departments and placing additional reporting requirements in place. The District deliberated on this matter and ultimately determined that they desired to continue a School Resource Officer program. This determination was made after the City's FY 2021/22 budget was finalized. The District passed a motion by Member Padilla to give direction to Superintendent, Dr. Edward Zuniga, to continue to have SRO officers at all 5 high schools for Fiscal Year 2021-22 and to include District Staff's 4 key recommendations as follows:

Recommendation 1: Governance

- Define SRO's within the context of the District's educational mission, vision, and goals.
- Establish an agreement with our City Partners that demonstrates shared understanding of the goals of the SRO Program, including support and training, defining clear roles and responsibilities of the SRO.
- Initiate revision to job descriptions of SRO's clearly defining what is expected of SRO's.

Recommendation 2: Distinguish disciplinary misconduct and criminal offenses

- Students should not be subject to formal law enforcement intervention for ordinary school discipline issues.
- Citations, court referrals, and arrests should not be used against students for most behavioral infractions (normal adolescent behavior and non-violent infractions).
- Cite, refer, or arrest when there is no other alternative, and only when there is a serious threat to school safety.

Recommendation 3: Ensure transparency and accountability

- Provide mechanisms for transparency and accountability, including annual mandatory public reporting on SRO activities/data and a meaningful complaint resolution system.
- Establish a district-wide SRO community taskforce comprised of students, staff, community stakeholders and police agency representatives.
- Annual community survey, data collection and analysis report to parents and community.
- Hold Community Forums to discuss the SRO Program.

- If possible, SRO resource officers wear body cameras.

Recommendation 4: Promote restorative approach to campus safety

- Integrate research-based practices to improve school climate and student behavior.
- Expand on Restorative Practices and youth diversion programs.
- Resume SRO program with modifications to a uniform job description by working with our city and law enforcement partners.
- Request adaption to SRO uniform to improve student and community relationships.

The initial motion was then amended by Board member Florencio to additionally include other requirements regarding quarterly data collection.

Quarterly Data Collection

1. Data that's collected as part of the ratio and Identity Profiling Act of 2015.
2. School site crimes, incidents reported to or observed by law enforcement agencies, including the Sheriff's department.
3. The number of inquiries into the Los Angeles County Regional identification system by local police department of Sheriff personnel who are stationed at school sites and asked that this information is segregated by school.
4. The number of times that law enforcement, including the sheriff's department, are called to a school site includes each incident and type of call and related offense; for example, trespassing, disruption battery, possession of a weapon and the resolution of the call.
5. Randomly selected and redacted, or anonymous incident reports detailing incidents for which staff referred to law enforcement.
6. Agencies, including the Sheriff's department, officers issue a citation to a student on school sites for school-related offenses, on school sites for non-school-related offenses, and off-school sites for school-related offenses.
7. Number of times Sheriff's or Law enforcement agency contacted students off school site for matters pertaining to school related incidents.
8. The number of times Sheriff or law enforcement agencies handcuffed, restrained, or summoned students on campus.
9. The number of arrests of students made by law enforcement and the sheriff's department.
10. The number of times an arrested student was offered or placed in a Diversion program.
11. The number of complaints and grievances against the Sheriff's Department or law enforcement agency is aggregated by the number of complaints lodged against individual officers identified by their assigned serial number or identification number. Complaints and grievances should include but not be limited to any reports of injuries or excessive force.
12. The number of referrals by law enforcement agencies, including the Sheriff's Department, of students from school sites to wellness center medical facilities, tutor mentors, or other resources in lieu of arrest or citation including referrals pursuant to California Welfare Code 5150.

13. Full and complete copies of the sheriff's and police officer's logs pertaining to activities on school campuses.

ADDITIONAL INFORMATION:

Los Angeles County Board of Supervisors Actions Regarding School Districts

On June 8, 2021, the County Board of Supervisors passed a 3-2 vote to take back the authority to negotiate contracts with the Sheriff's Department and directly contract with K-12 school districts. The successful [motion](#) put forth by Supervisors Holly Mitchell and Sheila Kuehl requires that Los Angeles County provide greater scrutiny of future agreements between 17 county school districts and the Sheriff's Department and account for students' grievances, including claims of excessive use of force. The motion also calls for tracking how sheriff's deputies serving as SROs respond to interactions with children at schools, under what circumstances, and how the interactions might differ by race and gender. The supervisors also ordered a report on successful support and community interventions in county school districts that have eliminated or reduced the need for a law enforcement presence.

ATTACHMENT(S):

None