

**CITY COUNCIL OF MONTEREY PARK
THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY, THE HOUSING AUTHORITY, THE MONTEREY PARK FINANCING
AUTHORITY AND THE MONTEREY PARK GEOLOGIC HAZARD ABATEMENT DISTRICT
AGENDA**

**REGULAR CITY COUNCIL MEETING
MONTEREY PARK CITY HALL COUNCIL CHAMBERS
320 W. NEWMARK AVENUE, MONTEREY PARK, CA 91754**

**Tuesday
March 26, 2024
6:30 p.m.**

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services
to enhance the quality of life for our entire community.

LAND ACKNOWLEDGMENT

We would like to acknowledge that the land we inhabit today was once known as
Tovangaar, the home of the Gabrieleño-Tongva people. We show our respect to the
Gabrieleño-Tongva people, as well as all Indigenous people, past, present, and future,
and honor their labor as original caretakers of this land. We commit to uplifting the
Gabrieleño-Tongva people, invite you to acknowledge the history, and join us in caring
for this land.

GENERAL INFORMATION

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at <http://www.montereypark.ca.gov/AgendaCenter/City-Council-17>.

The public may watch the meeting live on the city's cable channel MPKTV (AT&T U-verse, channel 99 or Charter Communications, channel 182) or by visiting the city's website at <http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos>. Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

PUBLIC PARTICIPATION

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers. Written Communication will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov.

While all comments are welcome, the Brown Act does not allow the City Council to take action on any item not on the agenda. The Council may briefly respond to comments after Public Communications is closed. Persons may, in addition to any other matter within the City Council's subject-matter jurisdiction, comment on Agenda Items at this time. If you provide public comment on a specific Agenda item at this time, however, you cannot later provide comments at the time the Agenda Item is considered.

CALL TO ORDER Mayor
FLAG SALUTE The Monterey Park Police Explores
ROLL CALL Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS

STAFF COMMUNICATIONS:

- City Manager's Office
- Library
- Recreation and Community Services

[1.] PRESENTATION

1-A. LOS ANGELES COUNTY EFFORTS TO ADDRESS HUMAN TRAFFICKING - UPDATE

1-B. SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY, PROPOSED NEAR-TERM PROJECTS UPDATE – SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT

[2.] OLD BUSINESS

2-A. AWARD OF FRANCHISE AGREEMENTS FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION AND RECYCLING SERVICES

It is recommended that the City Council consider:

- (1) Awarding an exclusive franchise contract for a *Three-Cart* Residential Waste Collection and Recycling Services System to Ware Disposal, or an exclusive franchise contract for a *Two-Cart* Residential Collection and Recycling Services System to Athens Services;
- (2) Awarding non-exclusive franchise contracts for commercial waste collection and recycling services to both Ware Disposal and Athens Services, or an exclusive commercial franchise to Ware Disposal;
- (3) Approving the Second Amendment to Agreement No. 2247-A with HF&H Consultants for additional consultant services to assist with the execution of new franchise contracts at an additional, not-to-exceed, cost of \$60,000;
- (4) Allocating \$60,000 to the FY23024 budget from Refuse Funds for the cost of HF&H's Second Amendment; and
- (5) Taking such additional, related, action that may be desirable.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The proposed actions for awarding solid waste franchises (the "Project") were reviewed in accordance with the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the CEQA Guidelines (14 California Code of Regulations §§15000, *et seq.*). The Project is categorically exempt from CEQA Guidelines § 15301 ("Existing Facilities") and §

15061(b)(3) (the "Common Sense Exemption"). Moreover, none of the exceptions to the categorical exemptions contained in CEQA Guidelines § 15300.2 are applicable to the Project. CEQA Guidelines § 15301 exempts

"the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structure, 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."

Here, the City Council is contemplating the award of franchises for solid waste collection, transportation, and recycling services. The franchises with the existing solid waste service providers expire on August 31, 2024. MPMC Chapter 6.09 (approved by voters through Measure BB) generally requires that the City use a competitive bidding process to choose solid waste service franchisees not later than August 31, 2024. Pursuant to the MPMC, an exclusive franchise will be awarded for residential accounts and up to three franchises may be awarded for commercial accounts.

The services provided pursuant to the Project would be identical to, or substantially the same as, that currently being provided throughout the City. Therefore, the decision to approve the Project involves the operation and use of existing facilities and equipment; it does not involve an expansion of use. Consequently, the Project is exempt from additional environmental review pursuant to CEQA Guidelines § 15301.

CEQA Guidelines § 15061(b)(3) also exempts the Project from additional environmental review. That Section provides that

"[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

Here, the Project will not have a significant impact on the environment because the future services will be identical to, or substantially the same as, the solid waste collection, transportation and recycling services currently being provided. As is the case with the current service provider, Compressed Natural Gas (CNG) powered trash collection vehicles will be utilized. Therefore, no increases in air pollutants or GHG emissions over the baseline conditions are expected. Vehicle routing will be the same or substantially similar to that currently utilized and the City will retain the power to approve all routes before the franchise periods begin. This will allow the City to ensure that arterial streets and intersections with Level of Service (LOS) issues can be avoided during peak hours.

Solid waste collection – now and in the future – may not commence before 7:00 a.m. or continue after 6:00 p.m. Solid waste franchisees must comply with MPMC Chapter 9.53 which regulates noise. All vehicles will be subject to annual noise level testing and certification by the City.

[3.] CONSENT CALENDAR ITEM NOS. 3A-3K

All items under the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion. Specific items may be removed from the Consent Calendar at the request of any member of the City Council for separate consideration.

3-A. MINUTES

It is recommended that the City Council consider:

- (1) Approving the minutes from the regular meeting of December 20, 2023; and
- (2) Taking such additional, related, action that may be desirable.

3-B. MONTHLY INVESTMENT REPORT – FEBRUARY 2024

It is recommended that the City Council consider:

- (1) Receiving and filing the monthly investment report; and
- (2) Taking such additional, related, action that may be desirable.

3-C. WATER INFRASTRUCTURE FINANCING UPDATE – RECEIVE AND FILE

It is recommended that the City Council consider:

- (1) Receiving and filing the water infrastructure financing update; and
- (2) Taking such additional, related, action that may be desirable.

3-D. ADOPTION OF 2024-25 CITY COUNCIL STRATEGIC PLAN GOALS AND OBJECTIVES

It is recommended that the City Council consider:

- (1) Approving the 2024-25 Strategic Plan Goals and Objectives; and
- (2) Taking such additional, related, action that may be desirable.

3-E. AD HOC COMMITTEE – ATLANTIC SQUARE LAND USES

It is recommended that the City Council consider:

- (1) Establishing an ad hoc committee (the “Atlantic Square Committee”) consisting of Mayor Thomas Wong and Council Member Jose Sanchez to receive a presentation regarding Atlantic Square tenancies and plans; and
- (2) Taking such additional, related, action that may be desirable.

3-F. NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK RESOLUTION

It is recommended that the City Council consider:

- (1) Adopting a Resolution Declaring the week of April 14 through 20, 2024, to be National Public Safety Telecommunicators Week in the City of Monterey Park; and
- (2) Taking such additional, related, action that may be desirable.

3-G. 2024 NATIONAL LIBRARY WEEK RESOLUTION

It is recommended that the City Council consider:

- (1) Adopting a resolution declaring the week of April 7-13, 2024 to be National Library Week in Monterey Park,
- (2) Taking such additional, related, action that may be desirable.

3-H. TREE MEMORIAL PROGRAM RECOMMENDATION FOR LANI AND HANS LIANG

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to take actions to honor Lani and Hans Liang with a memorial tree and plaque; and
- (2) Taking such additional, related, action that may be desirable.

3-I. ACCEPTING AND APPROPRIATING REIMBURSEMENT FUNDS RECEIVED FROM THE CITY OF ROSEMEAD RELATED TO THE 2022-2023 STREET REHABILITATION PROJECT AT VARIOUS LOCATIONS CITYWIDE.

It is recommended that the City Council consider:

- (1) Authorizing the Director of Public Works to approve change orders and contingency up to \$1,163,057.80, or approximately 17% of the original contract amount for a total project cost of \$8,028,756.80;
- (2) Accepting and appropriating reimbursement funds received from the City of Rosemead, for costs related to its portion of work on New Avenue, in the amount of \$133,202.80 to the Capital Improvement Project No. 96031 budget; and
- (3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act)

The City reviewed the environmental impacts of the Project under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a "project" as defined, respectively. This activity is for general policies and procedure-making consisting of receiving and appropriating funds. Accordingly, this activity is exempt from further review pursuant.

3-J. 2024 SEWER MANHOLE REHABILITATION – AWARD OF CONTRACT

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Sancon Technologies, Inc., in the amount of \$156,045 for the 2024 Sewer Manhole Rehabilitation Project, CIP 99026;
- (2) Accepting and appropriating reimbursement funds received from the City of Rosemead, for costs related to its portion of work on New Avenue, in the amount of \$133,202.80 to the Capital Improvement Project No. 96031 budget; and
- (3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

It is recommended that the City Council find that the proposed work is exempt from additional environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines (14 Cal. Code of Regs. § 15000, et seq.) § 15301(c) (Existing Facilities) which exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use. Subsection (c) of Section 15301 notes that repair of existing highways and streets, sidewalks, gutters, and bicycle and pedestrian trails—like the proposed work—are exempt from CEQA if additional automobile lanes are not created.

3-K. MEMORANDUM OF AGREEMENT FOR THE COORDINATED INTEGRATED MONITORING PROGRAM ADDITIONAL COSTS

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute the Memorandum of Agreement, in a form approved by the City Attorney, for the additional costs of \$22,799.02 for the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed Management Area; and
- (2) Taking such additional, related, action that may be desirable.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The City reviewed the environmental impacts of the Project under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a “project” as defined, respectively. The activity consists of comprehensive data collection efforts to monitor the aquatic toxicity that is present in downstream receiving waters. The purpose of the project is to determine if possible actions are necessary to protect natural resources and the environment. Subsequent actions undertaken to protect the environment will be evaluated separately under the CEQA Guidelines. Accordingly, this activity is exempt from further review.

[4.] PUBLIC HEARING

4-A. CONSIDER TEFRA FUNDING FOR THE MONTEREY PARK SENIOR VILLAGE

It is recommended that the City Council consider:

- (1) Conducting a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") and the Internal Revenue Code of 1986 in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the "CMFA"), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$40,000,000 (the "Bonds") to finance or refinance the acquisition, rehabilitation, improvement and equipping of a senior multifamily rental housing project, Monterey Park Senior Village, located at 1935 Potrero Grande Drive, Monterey Park, California (the "Project");
- (2) Adopting a resolution to become a member of the CMFA and approving the financing of the Project by the CMFA; and
- (3) Taking such additional, related, action that may be desirable.

[5.] NEW BUSINESS

5-A. BUSINESS ATTRACTION PROGRAM

It is recommended that the City Council consider:

- (1) Receiving and filing this report;
- (2) Providing direction as may be desirable; and
- (3) Taking such additional, related, action that may be desirable.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

[8.] CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)

ADJOURN



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Old Business - 2A

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Award of Franchise Agreements for Residential and Commercial Waste Collection and Recycling Services

RECOMMENDATION:

It is recommended that the City Council consider:

1. Awarding an exclusive franchise contract for a *Three-Cart* Residential Waste Collection and Recycling Services System to Ware Disposal, or an exclusive franchise contract for a *Two-Cart* Residential Collection and Recycling Services System to Athens Services;
2. Awarding non-exclusive franchise contracts for commercial waste collection and recycling services to both Ware Disposal and Athens Services, or an exclusive commercial franchise to Ware Disposal;
3. Approving the Second Amendment to Agreement No. 2247-A with HF&H Consultants for additional consultant services to assist with the execution of new franchise contracts at an additional, not-to-exceed, cost of \$60,000;
4. Allocating \$60,000 to the FY23024 budget from Refuse Funds for the cost of HF&H's Second Amendment; and
5. Taking such additional, related, action that may be desirable.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The proposed actions for awarding solid waste franchises (the "Project") were reviewed in accordance with the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the CEQA Guidelines (14 California Code of Regulations §§15000, *et seq.*). The Project is categorically exempt from CEQA Guidelines § 15301 ("Existing Facilities") and § 15061(b)(3) (the "Common Sense Exemption"). Moreover, none of the exceptions to the categorical exemptions contained in CEQA Guidelines § 15300.2 are applicable to the Project.

CEQA Guidelines § 15301 exempts

"the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structure, 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."

Here, the City Council is contemplating the award of franchises for solid waste collection, transportation, and recycling services. The franchises with the existing solid waste service providers expire on August 31, 2024. MPMC Chapter 6.09 (approved by voters through Measure BB) generally requires that the City use a competitive bidding process to choose solid waste service franchisees not later than August 31, 2024. Pursuant to the MPMC, an exclusive franchise will be awarded for residential accounts and up to three franchises may be awarded for commercial accounts.

The services provided pursuant to the Project would be identical to, or substantially the same as, that currently being provided throughout the City. Therefore, the decision to approve the Project involves the operation and use of existing facilities and equipment; it does not involve an expansion of use. Consequently, the Project is exempt from additional environmental review pursuant to CEQA Guidelines § 15301.

CEQA Guidelines § 15061(b)(3) also exempts the Project from additional environmental review. That Section provides that

"[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

Here, the Project will not have a significant impact on the environment because the future services will be identical to, or substantially the same as, the solid waste collection, transportation and recycling services currently being provided. As is the case with the current service provider, Compressed Natural Gas (CNG) powered trash collection vehicles will be utilized. Therefore, no increases in air pollutants or GHG emissions over the baseline conditions are expected. Vehicle routing will be the same or substantially similar to that currently utilized and the City will retain the power to approve all routes before the franchise periods begin. This will allow the City to ensure that arterial streets and intersections with Level of Service (LOS) issues can be avoided during peak hours.

Solid waste collection – now and in the future – may not commence before 7:00 a.m. or continue after 6:00 p.m. Solid waste franchisees must comply with MPMC Chapter 9.53 which regulates noise. All vehicles will be subject to annual noise level testing and certification by the City.

EXECUTIVE SUMMARY:

On October 18, 2023, the City Council approved the release of a Request for Qualifications (RFQ) for residential and commercial waste collection and recycling services franchises. On January 17, 2024, City Council authorized the release of the Request for Application (RFA) and approved the list of companies that were qualified to submit proposals.

The City received a total of five responses to the RFA, two applications for residential services from Athens Services and Ware Disposal and two applications for commercial

services also from Athens Services and Ware Disposal. The three remaining companies withdrew from the process for various reasons. Should City Council opt for a three-cart collection system for residential waste collection and recycling services, the award of an exclusive residential franchise contract would be to Ware Disposal that submitted the lowest bid. However, if City Council chooses to continue with a two-cart system for residential services, the award of an exclusive residential franchise contract would be to Athens Services.

Staff is requesting that the City Council award an exclusive franchise residential franchise to Ware Disposal for a three-cart system, or to Athens Services for a two-car system. Staff is also requesting that the City Council award non-exclusive commercial franchises to both Athens Services and Ware Disposal, or an exclusive commercial franchise to Ware – the lowest bidder.

Athens proposed 49 exceptions to the residential and commercial agreements. Should the City choose to award Athens a residential and/or commercial agreement, City staff and Athens would need to resolve the proposed exceptions. Ware proposed no exceptions to the residential and commercial agreements.

BACKGROUND:

Monterey Park Municipal Code Chapter 6.09, entitled “Solid Waste Franchises,” was approved by voters on March 8, 2011 by adopting Measure BB. That Chapter requires the City Council to utilize a competitive bidding process for awarding solid waste franchises and limits the term of these franchises to seven years. MPMC § 6.09.070 states that

“[t]he City Council must award the residential solid waste franchise to a single franchisee but may, at its discretion, award the commercial solid waste franchise to up to three franchisees.”

That Section also states that

“[t]he City Council must award any franchise based upon the applicant proposing the lowest proposed monthly rates to the customer. Such rates cannot be increased on an annual basis by percentage greater than the percentage increase in the consumer price index (“CPI”)....”

The current franchise agreements for both residential and commercial solid waste collection and recycling services expire on August 31, 2024. Athens Services is the current residential hauler that provides a two-cart collection system. The current non-exclusive commercial franchisees are Athens Services and Ware Disposal.

On October 18, 2023, City Council authorized the release of a Request for Qualification (RFQ) to companies interested in applying for either a residential or commercial franchise for waste collection and recycling services or both. Ten companies responded to the RFQ

and submitted statements of qualifications. Based on the criteria approved by the City Council on January 17, 2024, the City Council qualified eight companies to apply for a residential franchise and eight companies to apply for a commercial franchise. The Request for Applications (RFA) was published in the *Monterey Park Press* on three dates: January 18, 2024, January 22, 2024, and January 25, 2024.

Qualified companies were invited to attend the pre-application meeting on January 24, 2024 to go over the RFA and ask questions. Proposers were also given an opportunity to submit questions in writing. Written responses were provided a week before the submittal deadline of February 14, 2024.

REQUEST FOR APPLICATIONS:

The RFA included the following components:

1. Background information and statistics on the current waste collection program.
2. Instructions for the completion and submittal of applications.
3. A summary of the service requirements and standards for each franchise. (Applicants were instructed to calculate their proposed customer rates based on their costs to meet all of the requirements of the franchise, including meeting the City's waste diversion standard.)
4. Two-part application cost forms.
 - Rate Proposal Forms on which the applicants entered their proposed rates for each type of service level (e.g., single family cart, multi-family bin, organic waste, temporary bin, etc.).
 - Supporting cost and operating data forms which required the applicants to provide estimated operating costs, route hours, and list of proposed facilities and demonstrate how the applicant plans to meet the City's waste diversion requirement.

These Rate Proposal Forms specified the number of customers for each type of service and applicants were required to propose the monthly rate per customer. The monthly rate per customer would be used to determine the applicant's total annual cost and the basis upon which the City Council would award franchises.

5. A certification statement signed by an officer of the applicant, by which the applicant certified that: it understood all of the requirements of the new franchises and had based its proposed customer rates on its cost for satisfying all of those requirements; it had read and understood the proposed franchise agreements; and

if awarded a franchise, it was prepared to execute the agreement without modification.

APPLICATIONS RECEIVED:

Residential Franchise:

The City received two applications: Athens Services and Ware Disposal. Athens residential proposal included both the *Two-Cart* Collection and *Three-Cart* Collection System options, while Ware Disposal only proposed a *Three-Cart* System option for residential collection services.

Two- or Three-Cart Collection Systems:

Proposers for residential collection services can bid on two options:

Option 1 Two-Cart Collection System

- Cart #1 - mixed waste (solid waste and recyclables)
- Cart #2 - organic materials

Option 2 Three-Cart Collection System

- Cart #1 - solid waste only
- Cart #2 - recyclable materials
- Cart #3 - organic materials

Multi-family residential bin service is the same for Option 1 and Option 2. Recyclable materials can be collected from source separated bins or carts, or co-collected with the mixed waste.

Monterey Park residents have been serviced with a two-cart program for over 20 years. Two-cart systems require the hauler to have access to facilities that can process mixed-waste to recover recyclable materials. These facilities utilize equipment and conveyor systems to process waste streams to separate recyclables from solid waste. Facilities that are designed to only accept pre-separated (i.e., source separated) by the resident will require a three-cart system (to separate waste from recyclables and organics).

There is ongoing debate within the solid waste industry on the merits of each type of system. Many companies operating residential source-separation recycling programs experience contamination problems due to residents placing regular waste in their recycling carts. This contamination creates operational and financial difficulties for facility operators since their facilities are not designed to process mixed materials.

Three-cart systems typically have higher collection costs while two-cart systems typically have higher waste processing costs. Under SB 1383 requirements, organic material in the mixed waste stream must be processed at a higher diversion facility that can recover

75% of the organic materials by 2025. The three-cart proposals from Athens and Ware cost significantly less than the two-cart proposal (from Athens).

Two-Cart System

Only Athens Services submitted a proposal for Option 1 – two-cart collection system for the residential franchise. In addition to Athens’s proposed annual cost, the table below includes the current annual costs for comparison.

Service	Current Residential System	Athens Services
Cart Rate Revenue (Single-Family)	\$4,019,000	\$9,969,000
Residential Bin Rate Revenue (Multi-Family)	\$1,938,000	\$3,378,000
Abandoned Item Collection	No Additional Charge	\$325,000
Total Annual Revenue to Athens	\$5,957,000	\$13,672,000

Athens’s Two-Cart Collection System proposal would increase costs for both cart and bin service. The most common cart service - 96-gallon mixed-waste and 96-gallon organics – would see a substantial increase from \$23.30/month to \$58.04/month.

Under Athens’s proposal, the cost for the most common bin service (multi-family) – a 3-cubic yard bin that is serviced twice a week – would increase from \$309.11 to \$530.03/month.

Aside from the higher costs, there would be no changes to the current residential waste collection service.

Three-Cart System

Both Ware Disposal and Athens Services submitted proposals for Option 2 – three-cart collection system - for the residential franchise. Their proposed annual costs are provided in the table below.

Service	Ware Disposal	Athens Services
Cart Rate Revenue (Single-Family)	\$4,957,000	\$6,442,000
Residential Bin Rate Revenue (Multi-Family)	\$1,542,000	\$2,480,000
Abandoned Item Collection	\$60,000	\$325,000
Total Revenue to Applicant	\$6,559,000	\$9,247,000

Ware's proposal for the Three-Cart Collection System would increase costs by about 30% for cart service, from \$23.30/month to \$29.99/month for three standard 96-gallon carts.

COMMERCIAL FRANCHISE

The City received two applications for commercial waste collection and recycling services. Both proposers – Athens Services and Ware Disposal – currently have non-exclusive franchise agreements with the city for commercial services. Their proposed new annual costs are provided below.

Commercial Annual Revenue to Applicant	
Athens Services	\$3,522,000
Ware Disposal	\$2,465,000

Athens's average rate reduced by 19.6% whereas Ware's increased by 6.7%. However, for the most common service of a 3 cubic-yard bin serviced once a week, both Athens's and Ware's rates dropped: \$307.56 to \$254.40 and \$188.49 to \$160.65, respectively.

PROPOSED EXCEPTIONS:

Athens Services proposed 49 exceptions to the residential and commercial agreements. Should the City choose to award Athens Services a residential and/or commercial agreement, City staff and Athens Services would need to resolve the proposed exceptions. Ware proposed no exceptions to the residential and commercial agreements.

OPTIONS FOR AWARDING NEW FRANCHISES:

Residential Franchise:

The MPMC requires the City Council to award the residential franchise to a single applicant. If the City Council decides to utilize the two-cart system, the award would be to Athens Services. A three-cart system must be awarded to Ware Disposal.

For either award, the companies would be required to develop a transition plan, prepare and distribute educational materials to all customers explaining the new services, and arrange for the distribution of new carts and refurbished bins and the removal of old carts and bins currently in service. The new customer rates would become effective September 1, 2024.

The City currently performs customer billing and this responsibility is being transferred to the hauler under the new residential franchise agreement. The residential rates that customers would pay the haulers for the services provided would be those that were proposed in the applications plus franchise fees. The new service rates would be adjusted annually by the Consumer Price Index. The agreement would expire on August 31, 2031.

Commercial Franchise:

Non-Exclusive Franchises

The MPMC allows the City Council to award commercial franchises to up to three applicants. If the City Council decides to award franchises to Ware Disposal and Athens Services, these franchises would compete for the customers based on their rates and quality of service. The customer rates proposed by each applicant plus franchise fees would be the maximum rates that each applicant can charge for its services. However, each applicant can charge lower rates. The maximum rates of each franchisee would be adjusted annually by the Consumer Price Index. The franchisees would bill their customers directly for the services and remit franchise fees to the City.

The new franchisees' services would begin on September 1, 2024 and end on August 31, 2031. The new agreements cannot be renewed or extended.

Single Exclusive Franchise

The MPMC requires the City Council to award franchises to the applicant that proposes the lowest monthly rates to the customers. Based on the RFAs submitted, Ware Disposal proposed the lowest monthly rates for commercial service.

If the City Council decides to award an exclusive franchise to Ware Disposal, they would be required to develop and submit a transition plan that would describe how it would plan to launch its services to all commercial businesses. The plan would include distributing new carts and refurbished bins to all commercial customers. The transition plan would also include copies of education materials that Ware Disposal would distribute to customers and its routes and customer lists. Ware Disposal would bill its customers according to the rates provided in its application plus any franchise fees imposed by the City. Franchise fees collected by Ware Disposal would be paid to the City each month. Ware's customer rates would be adjusted annually by the Consumer Price Index.

Ware would begin servicing commercial customers on September 1, 2024, and would end services on August 31, 2031. The franchise agreement cannot be renewed or extended.

NON SUBMITTALS

Staff contacted other companies that were qualified to apply to understand why they did not submit an application. The reasons stated included:

- The 7-year term does not allow for sufficient time to amortize the purchase of equipment (e.g., carts and trucks).
- Rate adjustments limited to Consumer Price Index are too restrictive.

- They needed additional time – from contract award to start date - for preparation and transition.
- Additional costs for the use of zero-emission vehicles would not be taken into consideration in the evaluation of the lowest bid.

FISCAL IMPACT:

The City's Rate Year 2023 (September 2022 to August 2023) residential franchise cost is \$5,806,000. The award of contract to Ware Disposal for an exclusive residential franchise would cost customers an additional \$753,000 for the first year for the three-cart system. The contract to Athens Services for an exclusive residential franchise for the two-cart system would cost an additional \$7.9 million for the first year.

The Second Amendment to FH&H's Agreement that will cost an additional \$60,000 will be paid with Refuse Funds (421); an allocation of the \$60,000 is being requested for the current year budget (FY 2023-2024).

Current Costs	Proposed Costs	Current	Increase
Ware Disposal (3-Cart System)	\$6,559,000	\$5,806,000	\$753,000
Athens Disposal (2-Cart System)	\$13,672,000	\$5,806,000	\$7,866,000

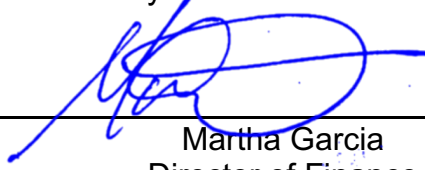
The City is preparing for the Proposition 218 process to consider solid waste franchise fees. A consultant was retained to evaluate the City's solid waste collection program and its costs.

Respectfully submitted by:



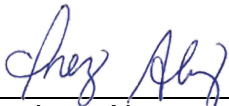
Shawn Igoe
Department Director

Reviewed by:



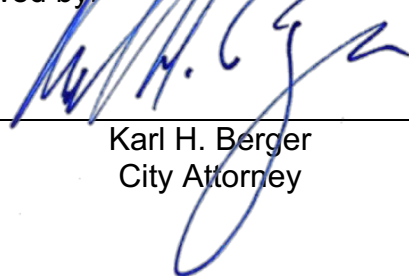
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT(S):

1. Athens Residential and Commercial Proposals
2. Ware Disposal Residential and Commercial Proposals

ATTACHMENT 1

Athens Residential and Commercial Proposals

City of MONTEREY PARK



Athens Services

February 14, 2024

CITY OF MONTEREY PARK RFA: WASTE COLLECTION AND RECYCLING FRANCHISE

Submitted to:

Xochitl Tipan, Administrative Manager

Amy Ho, Principal Management Analyst

City of Monterey Park, Public Works Department

320 West Newark Avenue

Monterey Park, CA 91754

Proposer:

Athens Services

14048 Valley Boulevard, City of Industry, CA 91746





COVER LETTER

Xochitl Tipan, Administrative Manager
Amy Ho, Principal Management Analyst
City of Monterey Park, Public Works Department
320 West Newark Avenue
Monterey Park, CA 91754

Dear Ms. Tipan and Ms. Ho,

Athens Services has been a proud community partner of the City of Monterey Park since 1970. Since then, the City and Athens have successfully collaborated to help Monterey Park achieve its sustainability goals. To continue this partnership, we have assembled an application for both the Residential and Commercial Waste Collection and Recycling Franchise Service Agreements that provides competitive rates while achieving the City's latest environmental goals.

Family-owned and operated since 1957, Arakelian Enterprises, Inc., dba Athens Services, was founded on the simple principle of providing exceptional service, by hiring and developing great people, while fostering a safe, healthy, and sustainable environment—this is The Athens Way.

As the current residential service provider, Athens is uniquely positioned to seamlessly transition all commercial services and ensure full legislative compliance for the City. Our distinct advantage lies in our local infrastructure as we are the only hauler whose primary operating and processing facilities are within 15 miles of the City. Moreover, our newest and most advanced Materials Recovery Facility (MRF) is scheduled to open in early 2025 in the City of Irwindale, which is located just 12 miles from Monterey Park. This strategic positioning enables us to offer the most efficient and effective solutions tailored to the specific needs of the City.

In response to the RFA and to meet the City's compliance requirements with California Senate Bill (SB) 1383, Athens is proposing a three-stream, source-separated collection system for all Monterey Park customers, including residential cart (i.e. Option 2), residential bin, commercial businesses, and City facilities. Rates for a two-stream, mixed waste collection system for residential cart (i.e. Option 1) customers will also be provided for City evaluation and final determination.

Under the proposed three-stream, source-separated solution:

- » Trash will be disposed of at the Mid-Valley Landfill. The material will first arrive at the City of Industry MRF and prepared for transfer to Mid-Valley. At the MRF, Athens will also have the option to process the waste stream to extract recyclables to ensure maximum diversion.
- » Recycling will be sorted at the Puente Hills MRF, where advanced sorting technologies enable more precise material separation and the maximum recovery of high-value recyclables.
- » Organics waste, including food scraps, will be transferred to American Organics composting facility where it will be transformed into nutrient-rich compost.

Athens is also capable of offering a two-stream, mixed waste collection system for residential cart and bin customers. With this solution:

- » Trash and recyclables will be taken to the City of Industry MRF for processing. High-quality recyclables will be recovered to achieve maximum diversion. Non-recyclable materials and trash will be disposed of at the Mid-Valley Landfill.
- » Organics waste, including food scraps, will be transferred to American Organics composting facility where it will be transferred into nutrient-rich compost.

While no materials recovery facility in California is currently designated as an Approved High Diversion Organic Waste Processing Facility (HDOWPF) per CalRecycle guidelines, Athens Services is in compliance with the latest requirements in an effort to achieve said status. These proposed processing strategies ensures that Athens is able to meet the City's waste diversion targets. Importantly, Athens remains open and amendable to further discussions with the City to adapt our proposed services to best meet the community's needs and the objectives set forth by legislative requirements.



The Athens Advantage

As part of the Athens Advantage program, the City will have the opportunity to expedite its transition towards a fully compliant SB 1383 organics waste recycling program. With a team of dedicated outreach recycling coordinators, a portfolio of local MRFs, and robust reporting capabilities, the City will be on the road to meeting the requirements of SB 1383. Recently, Athens has collaborated with several San Gabriel Valley cities to implement the Athens Advantage program, which has enabled these communities to achieve full compliance.

Operational Capabilities

Athens' geographic proximity to the City provides advantageous benefits, such as route optimization for collection and support vehicles, as well as a significant reduction in total miles travelled. All vehicles will be based out of our local Salt Lake Yard located in La Puente, while all bins and carts will be managed from our container yard in Montebello. These vital facilities are located within 12 miles of the City, which allows our team to quickly respond to City personnel and customer requests. Additionally, the Athens Customer Care Center, which serves as the base of operations for our customer service team, is located in Irwindale and open to the public for any customers that prefer in-person support.

Material Recovery Facilities

In addition to our operational facilities, Athens' processing infrastructure is also strategically positioned throughout the Los Angeles area. Our MRFs are located in the City of Industry, Puente Hills, and soon-to-be in Irwindale, while our organics waste processing hub is based in Victorville. These facilities are equipped with the industry's latest sorting and processing technologies, which will help the City achieve the highest diversion possible.

If awarded, the Franchise Agreement(s) will be administered at our La Puente yard located at 15045 Salt Lake Avenue. David Collins, Division Vice President, will serve as the principal contact throughout the Agreement(s) and can be reached directly by phone at (415) 939-2576 or via email at DCollins@AthensServices.com.

We have meticulously reviewed the RFA and are submitting a comprehensive application that complies with the City's requirements and scope of work. Athens is ready, willing, and able to perform the services as proposed and is committed to ensuring that the City meets its waste diversion goals.

The Athens Board of Directors authorizes me in my capacity as Senior Executive Vice President to transmit and sign this application, negotiate a contract, and execute all required documents on behalf of Athens Services. Included in the Appendix is a Board Resolution dated June 5, 2023 that outlines Athens current leadership structure and certifies my authority to sign this application. Furthermore, my signature with this letter serves as consignment, in good faith, to the RFA selection process with no intent by Athens to withdraw the application.

On behalf of the Athens family, it is my honor to submit this application with full confidence in our ability to fulfill the City's residential and commercial waste and recycling service needs. Athens is fully committed to enhancing our partnership with the City of Monterey Park and eagerly anticipates the opportunity to engage in further discussions. We understand the City's unique needs and remain open to customizing our application to align with the City's specific requirements and environmental goals. Our team is available to answer any questions and provide further information as needed. We look forward to future conversations at the City's earliest convenience.

Sincerely,

Gary Clifford, Senior Executive Vice President
14048 Valley Boulevard, City of Industry, CA 91746
Phone: (626) 934-4619 | Fax: (626) 330-0456
Email: GClifford@AthensServices.com





TABLE OF CONTENTS

Cover Letter	03
Applicant Qualifications	06
Technical Qualifications	08
Exceptions and Acknowledgement of Terms and Conditions.....	10
Certification Statement	13
Application Cost Forms	15
Attachments	57

APPLICANT QUALIFICATIONS

Monterey Park Management Team

Athens has assembled a team of industry experts with more than 100+ years of combined waste and recycling collection experience in the Southern California region. This group blends together strategic leaders, environmental and compliance experts, and a team of experienced operations managers with a niche for maximizing route efficiency.

Executive Leadership Team

This team will work closely with City staff on contractual compliance, financial objectives associated with the Agreement, post-collection, and diversion mandates.



Gary Clifford, Senior Executive Vice President

Gary Clifford is Athens' Senior Executive Vice President, focusing on municipal and strategic relationships, and has been with Athens for more than a decade. Gary's extensive municipal, governmental, and business leadership experience is recognized throughout Southern California and includes research, public outreach, capital project management, negotiating, and resolving complex managerial issues.

As Senior Executive Vice President, he is a member of the Athens Executive Team. He oversees the company's business strategies and development of new business opportunities and the compliance with existing contracts and ventures. Gary brings over 20 years of experience working with state and local government, including developing public policy and procedures and implementing municipal services.

Gary has served as a local Mayor, Councilmember, and public employee and is currently a board member of the Glendora Unified School District. He earned graduate degrees from Azusa Pacific University, where he currently teaches, and sits on several local boards regarding business and law enforcement.

Government Affairs Team

This team leads community outreach and public affairs in the community and is responsible for government relations, media communications, issue management, corporate and social responsibility, information dissemination, and contract stewardship.



Elizabeth Ramirez, Vice President of Government Affairs

Elizabeth Ramirez serves as Vice President of Government Affairs at Athens Services. She has more than 15 years of government advocacy and strategic community outreach experience and regularly works with elected officials and staff, as well as community leaders, to resolve complex environmental challenges. Her past roles include serving as a campaign manager for local candidate elections and land-use measures.

Elizabeth has a Master's degree in Public Administration from the University of La Verne, a Bachelor's degree in Business Administration from Whittier College, and also holds a Certificate in International Business Practices from the Mountbatten Institute, London. As a community service advocate, she has been involved with several local organizations and currently serves on the board of the Irwindale Community Foundation, 4C Lab in Los Angeles, La Casa Community Center in San Gabriel, and the Covina Chamber of Commerce.



Becky Cheng, Director of Government Affairs

Becky Cheng joined Athens Services in 2023 as Director of Government Affairs. She brings more than 13 years of federal and state-level public sector experience and has an extensive background in regional politics, intergovernmental relationships, and social justice. At Athens, she manages community outreach and civic activities in the cities of Monterey Park, San Gabriel, San Marino, Sierra Madre, South Pasadena, and Temple City.

Becky currently serves on the board of the San Gabriel Valley Public Affairs Network and is a member of the San Marino Rotary Club. Previously, she also served as the Director of External Affairs for the Asian Pacific American Legislative Staffers (APALS). Becky earned her Bachelor's degree in Political Science from the University of California, San Diego.



Outreach and Education Team

This team will oversee the implementation and execution of environmental programs in the community



Jennifer Cilloniz, Director of Program Compliance & Outreach

Jennifer Cilloniz is Athens Services' Director of Program Compliance and Outreach. She has more than 25 years of experience in the waste and recycling industry and has been with Athens since 2008. Jennifer provides oversight on CalRecycle reporting for jurisdictions and manages the organization's SB 1383 Compliance Dashboard. Additionally, she leads the outreach and education strategy across several communities in Riverside, San Bernardino, and Los Angeles counties.

Operations Team

This team will oversee collection services, container management, and vehicles.



David Collins, Division Vice President

David Collins joined Athens Services in 2021 as Division Vice President. He brings more than 17 years of senior management experience in the transportation industry, as well as two years of waste hauling experience in the San Gabriel Valley. David's area of expertise includes business development and customer satisfaction, contract transition and startups, operations management, fleet maintenance management, and asset procurement and optimization.



Octavio Covarrubias, Assistant General Manager

Octavio is an operations leader with proficiencies in logistics, engagement, and communications. He is a hands-on and results-oriented professional who thrives in high-paced, high-pressure environments that require exceptional organizational and time management capabilities. Octavio has more than 14 years of experience in the waste and recycling industry, with a specialty in roll-off operations.

Customer Experience Team

This team will oversee our customer service representatives (CSRs), provide billing support, and manage our online self-service portal.



Yvonne Velazco, Director of Customer Service

Yvonne Velazco joined Athens Services in July 2023 as Director of Customer Service. She leads the organization's call center operations and works closely with all departments to elevate the customer experience. Yvonne brings more than 20 years of sales and customer service experience from the financial industry and currently serves on the board of Proyecto Pastoral.



Nicole Espinoza, Customer Service Manager

Nicole has more than 23 years of experience in customer service, sales, and call center management. She has led a team of over 150 employees to achieve service levels that included increased customer satisfaction ratings and efficiencies. Nicole brings a wealth of industry knowledge, having served Southern California customers for more than 20 years. She is committed to providing customers with a great experience and educating them on our waste and recycling services.

TECHNICAL QUALIFICATIONS

Athens Services has been a staple in the Monterey Park community for more than 50 years. This partnership stands as a testament to our commitment to providing exceptional service at a reasonable cost and making long-term investments in the communities we serve. At Athens, we pride ourselves on our ability to provide customers with an all-inclusive experience that merges the resources and infrastructure of a national hauler with the dependability and personalized customer service that is the hallmark of a local, family-owned business.

As the incumbent hauler, an extensive transition period will not be necessary for residents or businesses. Our mastery of the region and the City's collection routes will help avoid any potential service interruptions and inconveniences caused by transitioning to a new provider. To meet the goals outlined in the draft franchise agreements and help the City achieve legislative compliance, this application will highlight our environmental outreach and education strategy, SB 1383 implementation framework, and state-of-the-art material processing capabilities.

With Athens, the City will solidify a more than half-century long relationship that will continue to serve the best interests of the Monterey Park community today and well into the future.

Outreach and Education

At Athens, we believe compliance starts well before containers are serviced. Based on our experience, residents and businesses want to do their part in reducing waste and protecting the environment—we just have to make the process as simple and intuitive as possible. To do this and to support the City's compliance efforts, we developed a robust outreach and education program designed to help community members understand the connection between organics recycling and overall environmental sustainability.

Our methodology encompasses digital and physical distribution of educational materials and resources, as well as in-person training where needed. This fully customizable approach is designed to target specific demographics within the City, including residents of single-family homes, multifamily properties, and commercial businesses.

In working with more than 50 communities across five Southern California counties, Athens has refined what a successful outreach and education program looks like. Our experience in working with diverse audiences has provided us with the tools needed to drive and sustain successful behavior change programs. We stand ready to put our expertise to work for the City of Monterey Park.

SB 1383 Compliance

It is without question that SB 1383 has changed the way cities and community members must manage their organics waste. The Athens Advantage program offers an array of features and services designed to help municipalities comply with the requirements of SB 1383 and can better prepare the City for future legislative changes. Elements of the program include:

- » User-friendly SB 1383 dashboard
- » Full compliance reporting
- » Waste characterizations
- » "Lid Flipper" contamination monitoring
- » Procurement support for recovered organic waste products
- » Usage of carbon negative renewable natural gas (RNG) vehicles

Several of our community partners in the San Gabriel Valley that have already implemented The Athens Advantage program have either become fully compliant with SB 1383 or are well on their way to compliance and have received accolades from CalRecycle and other governing bodies. Our goal is to do the same for the City of Monterey Park.

Edible Food Recovery Programs

Athens will help the City implement a comprehensive food recovery program that promotes food waste prevention best practices and increases food donation opportunities. Our program focusses on a three-part integrated system:

- » Coordinate partnership opportunities between food recovery organizations and Tier I and Tier II business
- » Encourage infrastructure development and advancement
- » Conduct ongoing outreach and education

Athens will develop a full-spectrum organics program to decrease food waste before it reaches the dumpster. The program will help the City meet its waste diversion goals and support the social, economic, and environmental well-being of the Monterey Park community.

Landfill Avoidance

Athens does not own a single landfill. We have built our business on a commitment to landfill avoidance. We strive to reduce the amount of recyclables, organics waste, and unrecoverable waste sent to landfills by focusing on recycling, reusing, and composting whenever possible, and only landfilling as an absolute last resort.

Our efforts to maximize diversion centers on our outreach and education initiatives, commitment to investing in local recycling infrastructure, and state-of-the-art organics recycling capabilities.



Athens Facilities

A combination of several processing facilities will be used to fulfill the requirements of the scope of work. Athens owns or partners with other public or private entities for the use of the listed facilities. This guarantees the most cost-effective solution for the communities we service. All of the facilities that Athens utilizes are fully permitted and have ample capacity to process all Monterey Park-generated materials. These facilities will be used to service the City:

- » City of Industry MRF in City of Industry
- » Crown Recycling Services in Sun Valley
- » Puente Hills MRF in City of Industry
- » American Organics in Victorville
- » Irwindale MRF in Irwindale (starting 2025)
- » Mid-Valley Landfill in Rialto

Looking ahead towards 2025, Athens most advanced facility, the Irwindale Materials Recovery Facility (MRF), will offer Monterey Park an alternative processing facility for the City's materials. Developed by Athens, the Irwindale MRF is situated on a 17-acre industrial site at 2200 Arrow Highway in Irwindale and represents a significant stride towards innovation and sustainability for the region. The facility is permitted to handle up to 6,000 tons per day (TPD) and will encompass a wide array of recycling solutions. Key features of the Irwindale MRF include:

- » State-of-the-art Recycling Science and Technology Center designed to educate students and visitors on recycling best practices and sustainability topics
- » Advanced artificial intelligence and optical sorting systems for source-separated recyclables and organics materials
- » Commitment to sustainability that is demonstrated through solar panel installation and achieving Leadership in Energy and Environmental Design (LEED) certification
- » Fully enclosed structure intentionally designed to mitigate dust, neutralize odors, and reduce noise pollution
- » Creation of more than 200 local jobs that will contribute to the economic vitality of the surrounding community

The Irwindale MRF is not just a facility—it is a testament to Athens dedication to leading the industry towards a more sustainable future. Once operational and upon agreement with the City, the Irwindale MRF can serve as a vital asset and an alternative processing facility for Monterey Park.

Container Identification

Immediately upon delivery, commercial bins are labelled with the customer's address using a water-resistant marker. Additionally, each bin will include the Athens Customer Care Center phone number, safety decals, and information regarding acceptable materials per container.

Residential DRAFT Agreement Transition Plan

Athens has reviewed the Transition Plan outlined in Exhibit 4 of the DRAFT Exclusive Residential Discarded Materials Agreement and is fully prepared to provide the City with the Transition Plan no later than May 15, 2024. This plan includes, but is not limited to, the following:

- » Vehicle and container procurement schedule
- » Equipment specifications
- » Outreach and education materials to be provided to customers
- » Complete customer list and collection route maps

Commercial DRAFT Agreement Transition Plan

Athens has reviewed the Transition Plan outlined in Exhibit 4 of the DRAFT Non-Exclusive Commercial Discarded Materials Agreement and is fully prepared to provide the City with Part One of the Transition Plan no later than June 1, 2024 and Part Two of the Transition Plan no later than July 31, 2024.

Part One of the Commercial Transition Plan includes, but is not limited to, the following:

- » Vehicle and container procurement schedule, as well as equipment on hand and estimated figures to be purchased
- » Equipment specifications
- » Outreach and education materials to be provided to customers, including rate tables
- » Sample invoices
- » Service agreement form

Part Two of the Commercial Transition Plan includes, but is not limited to, the following:

- » Complete customer list and collection route maps
- » Listing of required vehicles and containers required, as well as an updated vehicle and container procurement schedule that includes anticipated delivery date for equipment on order
- » Container delivery plan
- » Athens' driver training program





EXCEPTIONS AND ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

Please refer to Attachment 1 for the Exceptions and Acknowledgement of Terms and Conditions.



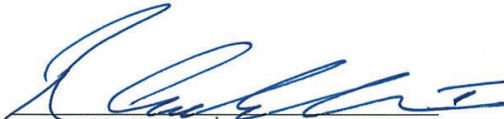
SIGNATURE PAGE OF RESIDENTIAL DRAFT AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK

ARAKELIAN ENTERPRISES, INC.

Title: Mayor


Ron Arakelian, III¹
Title: Executive Officer

ATTEST:

, City Clerk

APPROVED AS TO FORM:

By: _____
Karl H. Berger,
City Attorney

SIGNING STATEMENT

The RFA asks bidders to “sign and include in this proposal the signature page of the draft agreement(s), along with the noted exceptions” with the intent of having bidders “demonstrate that the applicant agrees to all terms and conditions of the agreement as written, excluding the noted exceptions.” RFA, Addendum No. 1, Q6 confirms that the City is requesting a signature as demonstration/evidence of intent to contract with the City but does not intend for the signature to be binding until bidders selected and exceptions are addressed. Arakelian Enterprises, Inc. executes this Agreement based on the representation and assurance that the City is requesting a signature as demonstration/evidence of intent to contract with the City but does not intend for the signature to be binding until Athens is selected for an award and the exceptions specified in Attachment 1 are addressed.

¹ Please see signing statement.



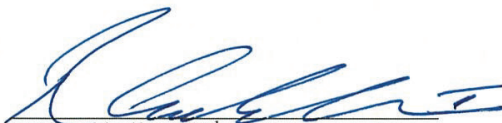
SIGNATURE PAGE OF COMMERCIAL DRAFT AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK

ARAKELIAN ENTERPRISES, INC.

Title: Mayor



Ron Arakelian, III¹
Title: Executive Officer

ATTEST:

, City Clerk

APPROVED AS TO FORM:

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¹ Please see signing statement.



CERTIFICATION STATEMENT

Request for Applications for a Waste Collection and Recycling Franchise
from the City of Monterey Park, CA



ATTACHMENT 1 CERTIFICATION STATEMENT

Arakelian Enterprises, Inc., dba Athens Services ("The Company") has submitted an application to the City of Monterey Park (the City) for a:

Initial on the lines below based on the franchise(s) for which an application was submitted.

☒ Residential Waste Collection and Recycling Franchise

☒ Commercial Waste Collection and Recycling Franchise

The individual signing below certifies on behalf of the Company that:

1. The Company understands that any franchise awarded by the City will be citywide, and not limited to zones or areas within the City.
2. The Company previously submitted a statement of qualifications in response to a request for qualifications issued by the City and has been notified by the City that the Company has been qualified to submit this application.
3. The Company's statement of qualifications previously submitted to the City is incorporated into, and is part of this application for a franchise.
4. The Company has reviewed the actual service conditions and requirements in the City, and has read and understands the request for applications and franchise agreements provided by the City, and based on its independent judgment, it has the skills, resources, financial capability, and experience required to successfully provide the services described in these documents.
5. The Company acknowledges that the City has used the best information available to it when preparing the application cost forms, and that the actual number of customers to be served and the quantities of waste and materials to be collected by a franchisee may differ from the service requirements provided in the application cost forms.
6. The Company has based the collection, processing, and disposal costs entered into the application cost forms on the Company's total costs for satisfying all of the requirements listed in the franchise agreements.
7. The application submitted to the City does not contain any false, misleading, or inaccurate information, statements, or facts.
8. When preparing its application, the Company has not colluded with any other companies that, to the best of its knowledge, intended to submit an application for a franchise to the City.
9. The Company has adhered to the communication protocols specified in the instructions to the Request for Applications.

January 18, 2024

10



CERTIFICATION STATEMENT

Request for Applications for a Waste Collection and Recycling Franchise from the City of Monterey Park, CA



10. The Company fully understands all of the requirements of the agreement(s) for the franchise for which it has submitted an application. If awarded a franchise by the City, the Company is prepared to execute the agreement for that franchise following finalization of the agreement with the City Manager, in a form approved by the City Attorney, which may include, based on the City's sole discretion, the Company's proposed exceptions.
11. The Company understands the basis upon which franchises will be awarded as described in Section 6.09.070 of the City of Monterey Park municipal code and in the City's request for applications, and accepts that this is the sole basis upon which the City will award franchises.

I certify and declare under penalty of perjury, that the foregoing is true and correct.

Signature of corporate officer or official

Date

Printed name

Title

Signature of corporate officer or official of parent company if applicable

Date

Printed name

Title

January 18, 2024

11

CITY OF MONTEREY PARK
ATTACHMENT 3
RATE PROPOSAL FORMS FOR RESIDENTIAL FRANCHISE
Under Option 2: Three-Cart Collection System

Table of Contents

<u>Page</u>	<u>Contents</u>
3-1	Proposed First-Year Rate Revenue for Residential Franchise Under Option 2: Three-Cart Collection System
3-2	Proposed Residential Cart Rates and Rate Revenues Under Option 2: Three-Cart Collection System
3-3	Proposed Residential Bin Collection Rates and Rate Revenues
3-4	Proposed Annual Cost for Abandoned Item Collection



CITY OF MONTEREY PARK
PROPOSED FIRST-YEAR RATE REVENUE FOR RESIDENTIAL FRANCHISE
Under Option 2: Three-Cart Collection System

Proposing Company: Athens Services

Instructions: Complete this workbook if proposing on Residential Option 2. Enter proposer's name in the above blue, bolded box. Confirm that rate revenue is accurately reflected, based on proposer's proposed rates.

Row	Service Category	Proposed Rate Revenue (1)
1	Proposed Residential Cart Rate Revenue - Under Option 2: Three-Cart Collection System (Attachment 3-2)	\$ 6,442,000
2	Proposed Residential Bin Rate Revenue (Attachment 3-3)	\$ 2,480,000
3	Proposed Annual Cost for Abandoned Item Collection (Attachment 3-4)	\$ 325,000
4	Total First-Year Residential Rate Revenue	\$ 9,247,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.





CITY OF MONTEREY PARK
PROPOSED RESIDENTIAL CART RATES AND RATE REVENUES
Under Option 2: Three-Cart Collection System

Proposing Company: Athens Services

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations.

Proposed Customer Monthly Rates and Rate Revenues Under Option 2: Three-Cart Collection System

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024 (1)	Service Levels as of July 2023	Proposed Residential Cart Revenue
	Residential Cart Services - Three-Cart Collection System			
1	96-Gallon Solid Waste Cart, 96-Gallon Recycling, and 96-Gallon Organics Cart	\$ 38.69	10,062	\$ 389,299
2	96-Gallon Solid Waste Cart, 64-Gallon Recycling, and 64-Gallon Organics Cart	\$ 37.66	1,141	\$ 42,970
3	64-Gallon Solid Waste Cart, 96-Gallon Recycling, and 96-Gallon Organics Cart	\$ 36.19	333	\$ 12,051
4	64-Gallon Solid Waste Cart, 64-Gallon Recycling, and 64-Gallon Organics Cart	\$ 35.14	2,439	\$ 85,706
	Extra Black (Solid Waste) Cart (2)			
5	96 Gallons	\$ 12.11	122	\$ 1,477
6	64 Gallons	\$ 9.34	13	\$ 121
7	32 Gallons	\$ 9.34	-	\$ -
	Extra Recycling Cart			
8	96 Gallons	\$ 12.11	-	\$ -
9	64 Gallons	\$ 9.34	-	\$ -
10	32 Gallons	\$ 9.34	-	\$ -
	Extra Organics Cart			
11	96 Gallons	\$ 12.11	251	\$ 3,040
12	64 Gallons	\$ 9.34	25	\$ 234
13	32 Gallons	\$ 9.34	-	\$ -
	Additional Services			
14	Roll-out at no charge to eligible customers	\$ -	172	\$ -
15	Roll-out charge	\$ 108.25	18	\$ 1,949
16	Extra Exchange	\$ 115.00	N/A	N/A
17	Special Pick-Up Fee for Residential Cart per Section 13.04 of Draft Residential Agreement (per occurrence)	\$ 150.00	N/A	N/A
18	Total Monthly Revenue			\$ 536,847
19	Months per Year			<u>12</u>
20	Total Annual Revenue			\$ 6,442,164
21	Total Annual Revenue, Rounded			\$ 6,442,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.

(2) Assumes that under current service levels, the first extra black cart would be eliminated due to the addition of a recycling cart. Customer levels for an extra black cart were calculated as the sum of extra black carts from customers with 2 or more extra black carts, less the first extra black cart from customers with 2 or more extra black carts.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



CITY OF MONTEREY PARK
PROPOSED RESIDENTIAL BIN COLLECTION RATES AND RATE REVENUES

Proposing Company: Athens Services

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations.

Proposed Residential Bin Collection Rates and Rate Revenues for Bundled Collection Service

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024 (1)	Service Levels as of July 2023	Proposed Residential Bin Rate Revenue
	1 Cubic Yard - Solid Waste			
1	1x/week	\$ 221.51	-	\$ -
2	2x/week	\$ 322.04	-	\$ -
3	3x/week	\$ 422.58	1	\$ 423
4	4x/week	\$ 523.11	-	\$ -
5	5x/week	\$ 623.65	-	\$ -
6	6x/week	\$ 724.18	-	\$ -
	2 Cubic Yard - Solid Waste			
7	1x/week	\$ 246.68	2	\$ 493
8	2x/week	\$ 370.23	5	\$ 1,851
9	3x/week	\$ 493.79	-	\$ -
10	4x/week	\$ 625.07	-	\$ -
11	5x/week	\$ 771.79	-	\$ -
12	6x/week	\$ 895.34	-	\$ -
	3 Cubic Yard - Solid Waste			
13	1x/week	\$ 254.40	185	\$ 47,064
14	2x/week	\$ 387.84	244	\$ 94,633
15	3x/week	\$ 521.26	94	\$ 48,998
16	4x/week	\$ 654.70	19	\$ 12,439
17	5x/week	\$ 788.12	1	\$ 788
18	6x/week	\$ 921.57	-	\$ -
19	Special Pick-Up Fee for Residential Bin per Section 13.05 of Draft Residential Agreement	\$ 500.00	N/A	N/A
20	Total Monthly Revenue			\$ 206,689
21	Months per Year			<u>12</u>
22	Total Annual Revenue			\$ 2,480,268
22	Total Annual Revenue, Rounded			\$ 2,480,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

CITY OF MONTEREY PARK
PROPOSED ANNUAL COST FOR ABANDONED ITEM COLLECTION

Proposing Company: _____ Athens Services

Instructions: Provide the total annual cost to be charged to the City in blue, bolded box. Confirm accuracy of calculations.

Proposed Annual Cost for Abandoned Item Collection Service			
Row	Service Level	Estimated Service Levels	Proposed Annual Cost (1)
1	Abandoned Item Collection (2)	1,611 Requests in CY 2022	\$ 325,000
(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.			
(2) To be adjusted annually by CPI per Section 17.01 of Draft Residential Agreement.			
Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.			



CITY OF MONTEREY PARK
ATTACHMENT 4

SUPPORTING COST AND OPERATING DATA WORKSHEETS

Table of Contents

<u>Page</u>	<u>Contents</u>
4-1	Projected Residential Annual Revenue Requirement Under Option 2: Three-Cart Collection System
4-2	Projected Residential Routes and Route Hours Under Option 2: Three-Cart Collection System
4-3	Residential Tonnage Diversion Plan
4-4	Proposed Facilities List



CITY OF MONTEREY PARK
PROJECTED RESIDENTIAL ANNUAL REVENUE REQUIREMENT
BASED ON RATE YEAR 2024-25 PRICE LEVELS (1)
Under Option 2: Three-Cart Collection System

Proposing Company: _____ Athens Services

Instructions: Fill in blue, bolded boxes.

Row		Residential Cart Service			Residential Bin Service			Abandoned Item Collection	Bulk Item Pickup, Holiday Trees, City-Other	TOTAL ANNUAL REVENUE RQMT
		Solid Waste Cart	Recycling Cart	Organics Cart	Solid Waste Bin	Recycling Cart or Bin (if applicable)	Organics Bin or Cart			
1	Operations									
2	Truck Operating Costs (2)	\$ 769,529	\$ 758,938	\$ 616,836	\$ 755,195	\$ 290,417	\$ 199,126	\$ 123,125	\$ 133,385	\$ 3,646,551
3	Transfer Station, Transport, MRF costs, net of recycling revenues	\$ 573,841	\$ 310,246	\$ -	\$ 422,101	\$ 34,846	\$ 42,259	\$ 91,814	\$ 99,466	\$ 1,532,313
4	Organics Processing/Composting Costs			\$ 541,944			\$ 42,259			\$ 584,203
5	Landfill Disposal Costs (3)	\$ 382,560	\$ 63,544	\$ 28,523	\$ 281,400	\$ 7,137	\$ 2,224	\$ 61,210	\$ 66,310	\$ 892,910
6	Container Depreciation/Amortization Costs	\$ 164,537	\$ 162,272	\$ 131,899	\$ 42,830	\$ 36,550	\$ 36,550	\$ 26,326	\$ 28,520	\$ 629,472
7	Other Operating Costs: (Please describe)									\$ -
8	Subtotal: Operations Costs	\$ 1,890,467	\$ 1,295,000	\$ 1,319,192	\$ 1,501,526	\$ 368,949	\$ 280,159	\$ 302,475	\$ 327,681	\$ 7,285,449
9	Other Costs									
10	General and Administrative									\$ 1,902,980
11	Profit									\$ 793,340
12	Annualized Auditing Cost (4)									\$ 30,000
13	Contracting Cost Reimbursement (5)									\$ 28,571
14	Other: (Please describe)									\$ -
15	TOTAL REVENUE REQUIREMENT									\$ 9,247,000
16	Tons Collected	9,184.09	4,795.73	5,945.54	7,099.13	1,094.13	357.76	1,649.00	1,539.20	31,664.58
17	Operations Cost Per Ton Collected	\$ 205.84	\$ 270.03	\$ 221.88	\$ 211.51	\$ 337.21	\$ 783.09	\$ 183.43	\$ 212.89	\$ 230.08
18	Revenue Requirement per Ton Collected									\$ 292.03
19	TOTAL REVENUE REQUIREMENT (from Row 15)									\$ 9,247,000
20	TOTAL RATE REVENUE (from Att. 3-1, Row 4)									\$ 9,247,000
21	DIFFERENCE (Should be \$0)									\$ 0

(1) Rate revenue requirement does not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.
(2) Includes Driver/Helper/Supervisor Wages and Benefits, Vehicle Depreciation and Maintenance, Vehicle Insurance, Fuel, Uniforms and Other Route Costs.
(3) Includes actual disposal costs at landfill, excluding transfer, transport, and MRF costs to be included on Row 3.
(4) Audit fee is \$70,000 per audit. Annualized auditing fee is \$30,000, assuming three (3) audits over the seven (7) year term of the agreement. (\$70,000*3)/7= \$30,000).
(5) \$200,000 amortized over the seven-year base term of the agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



CITY OF MONTEREY PARK
PROJECTED RESIDENTIAL ROUTES AND ROUTE HOURS
Under Option 2: Three-Cart Collection System

Instructions: Fill in blue, bolded boxes.

Proposing Company: _____ Athens Services _____

Row	Route Type	Routes Per Day						Total Route Days/Week	Hours per Route Per Day (1)	Total Route Hours Per Week (2)	Crew Size Per Truck (3)
		Mon	Tues	Wed	Thurs	Fri	Sat				
1	Residential Cart Solid Waste	3.0	3.0	3.0	3.0	3.0	-	15.0	11.0	165	1
2	Residential Cart Recycling	1.5	1.5	1.5	1.5	1.5	-	7.5	11.0	83	1
3	Residential Cart Organics	1.5	1.5	1.5	1.5	1.5	-	7.5	11.0	83	1
4	Residential Bin Solid Waste	2.0	1.0	1.0	1.0	1.0	1.0	7.0	11.5	81	1
5	Residential Bin or Cart Recycling (if applicable)	-	1.0	-	-	-	1.0	2.0	11.0	22	1
6	Residential Bin or Cart Organics	1.0	-	1.0	1.0	1.0	-	4.0	11.0	44	1
7	Other: __[specify]__							-		-	
8	Other: __[specify]__							-		-	
9	Other: __[specify]__							-		-	
10	Total	9.0	8.0	8.0	8.0	8.0	2.0	43.0		478	

(1) For example: 8, 9, or 10 hours per day.

(2) Total Route Days/Week multiplied by Hours Per Route per Day.

(3) 1 or 2 persons.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



**CITY OF MONTEREY PARK
RESIDENTIAL TONNAGE DIVERSION PLAN**

Proposing Company: Athens Services

Instructions: Fill in blue, bolded boxes. Confirm automatic calculations. Proposers must demonstrate how they will reach the required diversion rate for franchisee-collected waste per Section 8.01.B of the Draft Residential Agreement.

Row	Waste Stream	Annual Tons Collected (from Att. 4-1, row 16)	Annual Tons Diverted			Tons Diverted as % of Tons Collected
			Recycling	Organics	Total Diverted	
1	Residential Solid Waste Cart	9,184	1,690		1,690	18%
2	Residential Recycling Cart	4,796	3,453		3,453	72%
3	Residential Organics Cart	5,946		5,648	5,648	95%
4	Residential Solid Waste Bin	7,099	1,306		1,306	18%
5	Residential Bin or Cart Recycling (if applicable)	1,094	788		788	72%
6	Residential Bin or Cart Organics	358		340	340	95%
7	Abandoned Item Collection	1,649			-	0%
8	Bulky Item Pickup, Holiday Trees, City-wide Cleanups, Other	1,539			-	0%
9	Total	31,665	7,237	5,988	13,225	42%

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



CITY OF MONTEREY PARK
PROPOSED FACILITIES LISTProposing Company: Athens Services**Instructions:** Fill in blue boxes.

Row	Proposed Facility Type	Facility Name	Required Facility Information	
1	Transfer Facility(ies)	Athens Services - Industry MRF	Address:	14048 Valley Blvd, Industry, CA 91746
			Operator:	Athens Services
			SWIS Number:	19-AA-0863
			Facility Type:	Transfer and Processing
			Material Type(s):	MSW, Recycle, Organics
2	Transfer Facility(ies)		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
3	Disposal Facility(ies)	Mid-Valley Landfill	Address:	2390 North Alder Avenue, Rialto, CA 92377
			Operator:	County of San Bernardino
			SWIS Number:	36-AA-0055
			Facility Type:	Landfill
			Material Type(s):	MSW
			(If Applicable) Transfer Facility:	Industry MRF
4	Disposal Facility(ies)		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
5	C&D Facility(ies)	Crown Recycling Services	Address:	9147 De Garmo Avenue, Sun Valley, CA 91352
			Operator:	Arakelian Enterprises, Inc.
			SWIS Number:	19-AR-0303
			Facility Type:	Transfer and Processing
			Material Type(s):	MSW, C&D, Inerts
			(If Applicable) Transfer Facility:	
6	C&D Facility(ies)		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
7	Organic Materials Processing Facility(ies)	Athens Services - Industry MRF	Address:	14048 Valley Blvd, Industry, CA 91746
			Operator:	Athens Services
			SWIS Number:	19-AA-0863
			Facility Type:	Transfer and Processing
			Material Type(s):	Organics
			(If Applicable) Transfer Facility:	
8	Organic Materials Processing Facility(ies)	Victor Valley Regional Composting	Address:	20055 Shay Rd., Victorville, CA, 92392
			Operator:	American Organics Recycling
			SWIS Number:	36-AA-0403
			Facility Type:	Composting Facility
			Material Type(s):	Organics
			(If Applicable) Transfer Facility:	Industry MRF
9	Recyclable Materials Processing Facility(ies)	Puente Hills Materials Recovery Facility	Address:	2808 S. Workman Mill Road, Whittier, Whittier, CA 90601
			Operator:	Athens Services
			SWIS Number:	19-AA-1043
			Facility Type:	Transfer and Processing
			Material Type(s):	Recycle
			(If Applicable) Transfer Facility:	
10	Recyclable Materials Processing Facility(ies)		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	



CITY OF MONTEREY PARK
PROPOSED FACILITIES LIST

Proposing Company: Athens Services

Instructions: Fill in blue boxes.

Row	Proposed Facility Type	Facility Name	Required Facility Information	
11	Reusable Materials Processing Facility(ies)		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
12	Reusable Materials Processing Facility(ies)		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
13	High Diversion Organic Waste Processing Facility		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
14	Other: ____[specify]____		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

CITY OF MONTEREY PARK
ATTACHMENT 3
RATE PROPOSAL FORMS FOR RESIDENTIAL FRANCHISE
Under Option 1: Two-Cart Collection System

Table of Contents

<u>Page</u>	<u>Contents</u>
3-1	Proposed First-Year Rate Revenue for Residential Franchise Under Option 1: Two-Cart Collection System
3-2	Proposed Residential Cart Rates and Rate Revenues Under Option 1: Two-Cart Collection System
3-3	Proposed Residential Bin Collection Rates and Rate Revenues
3-4	Proposed Annual Cost for Abandoned Item Collection





CITY OF MONTEREY PARK
PROPOSED FIRST-YEAR RATE REVENUE FOR RESIDENTIAL FRANCHISE
Under Option 1: Two-Cart Collection System

Proposing Company: **Athens Services**

Instructions: Complete this workbook if proposing on Residential Option 1. Enter proposer's name in the above blue, bolded box. Confirm that rate revenue is accurately reflected based on proposer's proposed rates.

Row	Service Category	Proposed Rate Revenue (1)
1	Proposed Residential Cart Rate Revenue - Under Option 1: Two-Cart Collection System (Attachment 3-2)	\$ 9,969,000
2	Proposed Residential Bin Rate Revenue (Attachment 3-3)	\$ 3,378,000
3	Proposed Annual Cost for Abandoned Item Collection (Attachment 3-4)	\$ 325,000
4	Total First-Year Residential Rate Revenue	\$ 13,672,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



CITY OF MONTEREY PARK
PROPOSED RESIDENTIAL CART RATES AND RATE REVENUES
Under Option 1: Two-Cart Collection System

Proposing Company: Athens Services

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations.

Proposed Customer Monthly Rates and Rate Revenues Under Option 1: Two-Cart Collection System

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024 (1)	Service Levels as of July 2023	Proposed Residential Cart Revenue
	Residential Cart Services - Two-Cart Collection System			
1	96-Gallon Mixed Waste Cart and 96-Gallon Organics Cart	\$ 58.04	10,062	\$ 583,998
2	96-Gallon Mixed Waste Cart and 64-Gallon Organics Cart	\$ 56.48	1,141	\$ 64,444
3	64-Gallon Mixed Waste Cart and 96-Gallon Organics Cart	\$ 54.28	333	\$ 18,075
4	64-Gallon Mixed Waste Cart and 64-Gallon Organics Cart	\$ 52.71	2,439	\$ 128,560
	Extra Black (Mixed Waste) Cart			
5	96 Gallons	\$ 18.17	1,522	\$ 27,655
6	64 Gallons	\$ 14.01	83	\$ 1,163
7	32 Gallons	\$ 14.01	-	\$ -
	Extra Organics Cart			
8	96 Gallons	\$ 18.17	251	\$ 4,561
9	64 Gallons	\$ 14.01	25	\$ 350
10	32 Gallons	\$ 14.01	-	\$ -
	Additional Services			
11	Roll-out at no charge to eligible customers	\$ -	172	\$ -
12	Roll-out charge	\$ 108.25	18	\$ 1,949
13	Extra Exchange	\$ 115.00	N/A	N/A
14	Special Pick-Up Fee for Residential Cart per Section 13.04 of Draft Residential Agreement	\$ 150.00	N/A	N/A
15	Total Monthly Revenue			\$ 830,755
16	Months per Year			<u>12</u>
17	Total Annual Revenue			\$ 9,969,060
18	Total Annual Revenue, Rounded			\$ 9,969,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



CITY OF MONTEREY PARK
PROPOSED RESIDENTIAL BIN COLLECTION RATES AND RATE REVENUES

Proposing Company: Athens Services

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations.

Proposed Residential Bin Collection Rates and Rate Revenues for Bundled Collection Service

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024 (1)	Service Levels as of July 2023	Proposed Residential Bin Rate Revenue
	1 Cubic Yard - Solid Waste			
1	1x/week	\$ 280.55	-	\$ -
2	2x/week	\$ 431.35	-	\$ -
3	3x/week	\$ 582.15	1	\$ 582
4	4x/week	\$ 732.94	-	\$ -
5	5x/week	\$ 883.75	-	\$ -
6	6x/week	\$ 1,034.54	-	\$ -
	2 Cubic Yard - Solid Waste			
7	1x/week	\$ 318.30	2	\$ 637
8	2x/week	\$ 503.63	5	\$ 2,518
9	3x/week	\$ 688.95	-	\$ -
10	4x/week	\$ 885.86	-	\$ -
11	5x/week	\$ 1,105.94	-	\$ -
12	6x/week	\$ 1,291.27	-	\$ -
	3 Cubic Yard - Solid Waste			
13	1x/week	\$ 329.88	185	\$ 61,028
14	2x/week	\$ 530.03	244	\$ 129,327
15	3x/week	\$ 730.17	94	\$ 68,636
16	4x/week	\$ 930.31	19	\$ 17,676
17	5x/week	\$ 1,130.44	1	\$ 1,130
18	6x/week	\$ 1,330.61	-	\$ -
19	Special Pick-Up Fee for Residential Bin per Section 13.05 of Draft Residential Agreement (per occurrence)	\$ 500.00	N/A	N/A
20	Total Monthly Revenue			\$ 281,534
21	Months per Year			12
22	Total Annual Revenue			\$ 3,378,408
23	Total Annual Revenue, Rounded			\$ 3,378,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

CITY OF MONTEREY PARK
PROPOSED ANNUAL COST FOR ABANDONED ITEM COLLECTION

Proposing Company: _____ Athens Services _____

Instructions: Provide the total annual cost to be charged to the City in blue, bolded box. Confirm accuracy of calculations.

Proposed Annual Cost for Abandoned Item Collection Service			
Row	Service Level	Estimated Service Levels	Proposed Annual Cost (1)
1	Abandoned Item Collection (2)	1,611 Requests in CY 2022	\$ 325,000
(1) Costs do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.			
(2) To be adjusted annually by CPI per Section 17.01 of the Draft Residential Agreement.			
Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.			



CITY OF MONTEREY PARK
ATTACHMENT 4

SUPPORTING COST AND OPERATING DATA WORKSHEETS

Table of Contents

<u>Page</u>	<u>Contents</u>
4-1	Projected Residential Annual Revenue Requirement Under Option 1: Two-Cart Collection System
4-2	Projected Residential Routes and Route Hours Under Option 1: Two-Cart Collection System
4-3	Residential Tonnage Diversion Plan
4-4	Proposed Facilities List



CITY OF MONTEREY PARK
PROJECTED RESIDENTIAL ANNUAL REVENUE REQUIREMENT
BASED ON RATE YEAR 2024-25 PRICE LEVELS (1)
Under Option 1: Two-Cart Collection System

Instructions: Fill in blue, bolded boxes.

Proposing Company: _____

Athens Services

Row		Residential Cart Service		Residential Bin Service			Abandoned Item Collection	Bulk Item Pickup, Holiday Trees, City-wide Cleanups, Other	TOTAL ANNUAL REVENUE RQMT
		Mixed Waste Cart	Organics Cart	Solid Waste Bin	Recycling Cart or Bin (if applicable)	Organics Bin or Cart			
1	Operations								
2	Truck Operating Costs (2)	\$ 1,453,921	\$ 871,314	\$ 887,056	\$ -	\$ 230,382	\$ 232,627	\$ 252,013	\$ 3,922,314
3	Transfer Station, Transport, MRF costs, net of recycling revenues	\$ 2,460,282		\$ 1,443,266	\$ -		\$ 393,645	\$ 426,449	\$ 4,723,642
4	Organics Processing/Composting Costs		\$ 579,620			\$ 41,872			\$ 621,493
5	Landfill Disposal Costs (3)	\$ 529,093	\$ 30,506	\$ 310,380	\$ -	\$ 2,204	\$ 84,655	\$ 91,709	\$ 1,048,547
6	Container Depreciation/ Amortization Costs	\$ 197,705	\$ 118,482	\$ 52,801	\$ -	\$ 24,178	\$ 31,633	\$ 34,269	\$ 459,067
7	Other Operating Costs: (please describe)								\$ -
8	Subtotal: Operations Costs	\$ 4,641,002	\$ 1,599,922	\$ 2,693,503	\$ -	\$ 298,637	\$ 742,560	\$ 804,440	\$ 10,780,063
9	Other Costs								
10	General and Administrative Costs								\$ 2,833,366
11	Profit								\$ 1,192,726
12	Annualized Auditing Cost (4)								\$ 30,000
13	Contracting Cost Reimbursement (5)								\$ 28,571
14	Other: (please describe)								\$ -
15	TOTAL REVENUE REQUIREMENT								\$ 13,672,000
16	Tons Collected	13,992.79	5,945.48	8,180.72	-	357.76	1,649.00	1,539.20	31,664.95
17	Operations Cost Per Ton Collected	\$ 331.67	\$ 269.10	\$ 329.25	\$ -	\$ 834.74	\$ 450.31	\$ 522.64	\$ 340.44
18	Revenue Requirement per Ton Collected								\$ 431.77
19	TOTAL REVENUE REQUIREMENT (from Row 15)								\$ 13,672,000
20	TOTAL RATE REVENUE (from Att. 3-1, Row 4)								\$ 13,672,000
21	DIFFERENCE (should be \$0)								\$ 0

- (1) Rate revenue requirement does not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.
- (2) Includes Driver/Helper/Supervisor Wages and Benefits, Vehicle Depreciation and Maintenance, Vehicle Insurance, Fuel, Uniforms and Other Route Costs.
- (3) Includes actual disposal costs at landfill, excluding transfer, transport, and MRF costs to be included on Row 3.
- (4) Audit fee is \$70,000 per audit. Annualized auditing fee is \$30,000, assuming three (3) audits over the seven (7) year term of the agreement. $(\$70,000 * 3) / 7 = \$30,000$.
- (5) \$200,000 amortized over the seven-year base term of the agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

January 17, 2024

4-1

City of Monterey Park

CITY OF MONTEREY PARK
PROJECTED RESIDENTIAL ROUTES AND ROUTE HOURS
Under Option 1: Two-Cart Collection System

Instructions: Fill in blue, bolded boxes. Proposing Company: _____ Athens Services _____

Row	Route Type	Routes Per Day						Total Route Days/Week	Hours per Route Per Day (1)	Total Route Hours Per Week (2)	Crew Size Per Truck (3)
		Mon	Tues	Wed	Thurs	Fri	Sat				
1	Residential Cart Mixed Waste	2.0	2.0	2.0	2.0	2.0		10.0	11.0	110	1
2	Residential Cart Organics	2.0	2.0	2.0	2.0	2.0		10.0	11.0	110	1
3	Residential Bin Solid Waste	2.0	1.0	1.0	1.0	1.0	1.0	7.0	10.5	74	1
4	Residential Bin or Cart Recycling (if applicable)							-		-	
5	Residential Bin or Cart Organics		1.0		1.0			2.0	10.5	21	1
6	Other: __[specify]__							-		-	
7	Other: __[specify]__							-		-	
8	Other: __[specify]__							-		-	
9	Total	6.0	6.0	5.0	6.0	5.0	1.0	29.0		315	

(1) For example: 8, 9, or 10 hours per day.

(2) Total Route Days/Week multiplied by Hours Per Route per Day.

(3) 1 or 2 persons.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



**CITY OF MONTEREY PARK
RESIDENTIAL TONNAGE DIVERSION PLAN**

Proposing Company: Athens Services

Instructions: Fill in blue, bolded boxes. Confirm automatic calculations. Proposers must demonstrate how they will reach their required diversion rate for franchisee-collected waste per Section 8.01.B of the Draft Residential Agreement.

Row	Waste Stream	Annual Tons Collected (from Att. 4-1, row 16)	Annual Tons Diverted			Tons Diverted as % of Tons Collected
			Recycling	Organics	Total Diverted	
1	Residential Mixed Waste Cart	13,993	4,705		4,705	34%
2	Residential Organics Cart	5,945		5,648	5,648	95%
3	Residential Solid Waste Bin	8,181	2,741		2,741	34%
4	Residential Bin or Cart Recycling (if applicable)	-	-		-	-
5	Residential Bin or Cart Organics	358		340	340	95%
6	Abandoned Item Collection	1,649			-	0%
7	Bulky Item Pickup, Holiday Trees, City-wide Cleanups, Other	1,539			-	0%
8	Total	31,665	7,446	5,988	13,434	42%

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



January 17, 2024

4-3

City of Monterey Park

CITY OF MONTEREY PARK
PROPOSED FACILITIES LISTProposing Company: Athens Services**Instructions:** Fill in blue boxes.

Row	Proposed Facility Type	Facility Name	Required Facility Information	
1	Transfer Facility(ies)	Athens Services - Industry MRF	Address:	14048 Valley Blvd, Industry, CA 91746
			Operator:	Athens Services
			SWIS Number:	19-AA-0863
			Facility Type:	Transfer and Processing
			Material Type(s):	MSW, Recycle, Organics
2	Transfer Facility(ies)		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
3	Disposal Facility(ies)	Mid-Valley Landfill	Address:	2390 North Alder Avenue, Rialto, CA 92377
			Operator:	County of San Bernardino
			SWIS Number:	36-AA-0055
			Facility Type:	Landfill
			Material Type(s):	MSW
4	Disposal Facility(ies)		(If Applicable) Transfer Facility:	Industry MRF
			Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
5	C&D Facility(ies)	Crown Recycling Services	Material Type(s):	
			(If Applicable) Transfer Facility:	
			Address:	9147 De Garmo Avenue, Sun Valley, CA 91352
			Operator:	Arakelian Enterprises, Inc.
			SWIS Number:	19-AR-0303
6	C&D Facility(ies)		Facility Type:	Transfer and Processing
			Material Type(s):	MSW, C&D, Inerts
			(If Applicable) Transfer Facility:	
			Address:	
			Operator:	
7	Organic Materials Processing Facility(ies)	Athens Services - Industry MRF	SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
			Address:	14048 Valley Blvd, Industry, CA 91746
8	Organic Materials Processing Facility(ies)	Victor Valley Regional Composting Facility	Operator:	Athens Services
			SWIS Number:	19-AA-0863
			Facility Type:	Transfer and Processing
			Material Type(s):	Organics
			(If Applicable) Transfer Facility:	
9	Recyclable Materials Processing Facility(ies)	Pueente Hills Materials Recovery Facility	Address:	20055 Shay Rd., Victorville, CA, 92392
			Operator:	American Organics Recycling
			SWIS Number:	36-AA-0403
			Facility Type:	Composting Facility
			Material Type(s):	Organics
10	Recyclable Materials Processing Facility(ies)		(If Applicable) Transfer Facility:	Industry MRF
			Address:	2808 S. Workman Mill Road, Whittier, Whittier, CA 90601
			Operator:	Athens Services
			SWIS Number:	19-AA-1043
			Facility Type:	Transfer and Processing

CITY OF MONTEREY PARK
PROPOSED FACILITIES LISTProposing Company: Athens Services**Instructions:** Fill in blue boxes.

Row	Proposed Facility Type	Facility Name	Required Facility Information	
11	Reusable Materials Processing Facility(ies)		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
		(If Applicable) Transfer Facility:		
12	Reusable Materials Processing Facility(ies)		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
		(If Applicable) Transfer Facility:		
13	High Diversion Organic Waste Processing Facility	Athens Services - Industry MRF*	Address:	14048 Valley Blvd, Industry, CA 91746
			Operator:	Athens Services
			SWIS Number:	19-AA-0863
			Facility Type:	Transfer and Processing
			Material Type(s):	Organics
		(If Applicable) Transfer Facility:		
14	Other: ____ [specify] ____		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
		(If Applicable) Transfer Facility:		

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

*While no materials recovery facility in California is currently designated as an Approved High Diversion Organic Waste Processing Facility (HDOWPF) per CalRecycle guidelines, Athens Services is in compliance with the latest requirements in an effort to achieve said status.

CITY OF MONTEREY PARK
ATTACHMENT 3

RATE PROPOSAL FORMS FOR COMMERCIAL FRANCHISE

Table of Contents

<u>Page</u>	<u>Contents</u>
3-1	Proposed First-Year Rate Revenue for Commercial Franchise
3-2	Proposed Commercial Bin Rates and Rate Revenues
3-3	Commercial Recycling and Organics Container Service Levels at No Additional Charge
3-4	Proposed Roll-Off and Temporary Bin Rates and Rate Revenues
3-5	Proposed Rates and Rate Revenues for Extra Services
3-6	Proposed Rates and Rate Revenues for Street Containers



CITY OF MONTEREY PARK
PROPOSED FIRST-YEAR RATE REVENUE FOR COMMERCIAL FRANCHISE

Proposing Company: Athens Services

Instructions: Enter proposer's name in the above blue, bolded box. Confirm that rate revenue is accurately reflected based on proposer's proposed rates.

Row	Service Category	Proposed Rate Revenue (1)
1	Commercial Bin Rate Revenue (Attachment 3-2)	\$ 2,881,000
2	Roll-Off and Temporary Bin Rate Revenue (Attachment 3-4)	\$ 126,000
3	Extra Services Rate Revenue (Attachment 3-5)	\$ 306,000
4	Street Containers Revenue (Attachment 3-6)	\$ 206,000
5	Total Annual Commercial and Roll-Off Rate Revenue	\$ 3,519,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.





**CITY OF MONTEREY PARK
PROPOSED BIN RATES AND RATE REVENUES
FOR COMMERCIAL AND CITY FACILITIES**

Proposing Company: Athens Services

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations. Container counts include collection services for City facilities.

Proposed Customer Monthly Bin Rates and Rate Revenues (1)

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024	Service Levels as of July 2023	Proposed Rate Revenue
Customers without Organics - Includes solid waste collection and disposal and recycling services.				
	1.5 CY Solid Waste Bin			
1	1x/week	\$ 173.47	67	\$ 11,622
2	2x/week	\$ 289.30	-	\$ -
3	3x/week	\$ 405.14	-	\$ -
4	4x/week	\$ 513.25	-	\$ -
5	5x/week	\$ 667.69	-	\$ -
6	6x/week	\$ 930.25	-	\$ -
7	7x/week	\$ 1,007.47	-	\$ -
	2 CY Solid Waste Bin			
8	1x/week	\$ 181.19	12	\$ 2,174
9	2x/week	\$ 304.75	1	\$ 305
10	3x/week	\$ 428.31	-	\$ -
11	4x/week	\$ 559.58	-	\$ -
12	5x/week	\$ 706.31	-	\$ -
13	6x/week	\$ 829.86	-	\$ -
14	7x/week	\$ 1,084.70	-	\$ -
	3 CY Solid Waste Bin			
15	1x/week	\$ 188.92	27	\$ 5,101
16	2x/week	\$ 322.36	10	\$ 3,224
17	3x/week	\$ 455.78	15	\$ 6,837
18	4x/week	\$ 589.21	1	\$ 589
19	5x/week	\$ 722.64	-	\$ -
20	6x/week	\$ 856.09	5	\$ 4,280
21	7x/week	\$ 1,130.60	1	\$ 1,131



**CITY OF MONTEREY PARK
PROPOSED BIN RATES AND RATE REVENUES
FOR COMMERCIAL AND CITY FACILITIES**

Proposing Company: Athens Services

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations. Container counts include collection services for City facilities.

Proposed Customer Monthly Bin Rates and Rate Revenues (1)

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024	Service Levels as of July 2023	Proposed Rate Revenue
	4 CY Solid Waste Bin			
22	1x/week	\$ 205.37	5	\$ 1,027
23	2x/week	\$ 355.24	2	\$ 710
24	3x/week	\$ 505.13	8	\$ 4,041
25	4x/week	\$ 655.00	1	\$ 655
26	5x/week	\$ 804.88	3	\$ 2,415
27	6x/week	\$ 954.77	9	\$ 8,593
28	7x/week	\$ 1,253.96	1	\$ 1,254
Customer-Owned Compactor Bin Service without Organics - Includes the cost for recycling services provided to customers and the cost of disposal of non-recyclable materials.				
	2 CY Solid Waste Compactor			
29	1x/week	\$ 335.64	-	\$ -
30	2x/week	\$ 459.19	-	\$ -
31	3x/week	\$ 582.75	-	\$ -
32	4x/week	\$ 714.03	-	\$ -
33	5x/week	\$ 860.75	-	\$ -
34	6x/week	\$ 984.31	-	\$ -
35	7x/week	\$ 1,239.14	-	\$ -
	3 CY Solid Waste Compactor			
36	1x/week	\$ 420.58	-	\$ -
37	2x/week	\$ 554.02	-	\$ -
38	3x/week	\$ 687.45	-	\$ -
39	4x/week	\$ 820.88	-	\$ -
40	5x/week	\$ 954.31	-	\$ -
41	6x/week	\$ 1,087.75	-	\$ -
42	7x/week	\$ 1,362.26	-	\$ -



**CITY OF MONTEREY PARK
PROPOSED BIN RATES AND RATE REVENUES
FOR COMMERCIAL AND CITY FACILITIES**

Proposing Company: Athens Services

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations. Container counts include collection services for City facilities.

Proposed Customer Monthly Bin Rates and Rate Revenues (1)

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024	Service Levels as of July 2023	Proposed Rate Revenue
Customers with Organics - Includes solid waste collection and disposal, recycling service, and organics recycling service.				
	1.5 CY Solid Waste Bin			
43	1x/week	\$ 238.95	8	\$ 1,912
44	2x/week	\$ 354.79	-	\$ -
45	3x/week	\$ 470.62	-	\$ -
46	4x/week	\$ 578.73	-	\$ -
47	5x/week	\$ 733.18	-	\$ -
48	6x/week	\$ 995.73	-	\$ -
49	7x/week	\$ 1,072.95	-	\$ -
	2 CY Solid Waste Bin			
50	1x/week	\$ 246.68	42	\$ 10,361
51	2x/week	\$ 370.23	1	\$ 370
52	3x/week	\$ 493.79	1	\$ 494
53	4x/week	\$ 625.07	-	\$ -
54	5x/week	\$ 771.79	-	\$ -
55	6x/week	\$ 895.34	1	\$ 895
56	7x/week	\$ 1,150.18	-	\$ -
	3 CY Solid Waste Bin			
57	1x/week	\$ 254.40	137	\$ 34,853
58	2x/week	\$ 387.84	61	\$ 23,658
59	3x/week	\$ 521.26	51	\$ 26,584
60	4x/week	\$ 654.70	18	\$ 11,785
61	5x/week	\$ 788.12	27	\$ 21,279
62	6x/week	\$ 921.57	30	\$ 27,647
63	7x/week	\$ 1,196.08	-	\$ -



**CITY OF MONTEREY PARK
PROPOSED BIN RATES AND RATE REVENUES
FOR COMMERCIAL AND CITY FACILITIES**

Proposing Company: Athens Services

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations. Container counts include collection services for City facilities.

Proposed Customer Monthly Bin Rates and Rate Revenues (1)

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024	Service Levels as of July 2023	Proposed Rate Revenue
	4 CY Solid Waste Bin			
64	1x/week	\$ 270.86	3	\$ 813
65	2x/week	\$ 420.73	3	\$ 1,262
66	3x/week	\$ 570.61	5	\$ 2,853
67	4x/week	\$ 720.48	4	\$ 2,882
68	5x/week	\$ 870.37	10	\$ 8,704
69	6x/week	\$ 1,020.25	7	\$ 7,142
70	7x/week	\$ 1,319.44	2	\$ 2,639
Customer-Owned Compactor Bin Service with Organics- Includes solid waste collection and disposal, recycling service, and organics recycling service.				
	2 CY Solid Waste Compactor			
71	1x/week	\$ 401.12	-	\$ -
72	2x/week	\$ 524.68	-	\$ -
73	3x/week	\$ 648.23	-	\$ -
74	4x/week	\$ 779.51	-	\$ -
75	5x/week	\$ 926.23	-	\$ -
76	6x/week	\$ 1,049.79	-	\$ -
77	7x/week	\$ 1,304.62	-	\$ -
	3 CY Solid Waste Compactor			
78	1x/week	\$ 486.06	-	\$ -
79	2x/week	\$ 619.50	-	\$ -
80	3x/week	\$ 752.93	-	\$ -
81	4x/week	\$ 886.36	-	\$ -
82	5x/week	\$ 1,019.79	-	\$ -
83	6x/week	\$ 1,153.24	-	\$ -
84	7x/week	\$ 1,427.75	-	\$ -



**CITY OF MONTEREY PARK
PROPOSED BIN RATES AND RATE REVENUES
FOR COMMERCIAL AND CITY FACILITIES**

Proposing Company: Athens Services

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations. Container counts include collection services for City facilities.

Proposed Customer Monthly Bin Rates and Rate Revenues (1)

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024	Service Levels as of July 2023	Proposed Rate Revenue
85	Total Monthly Revenue			\$ 240,091
86	Months per Year			12
87	Total Annual Revenue			\$ 2,881,092
88	Total Annual Revenue, Rounded			\$ 2,881,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



**CITY OF MONTEREY PARK
RECYCLING AND ORGANICS CONTAINER SERVICE LEVELS AT NO ADDITIONAL CHARGE
FOR COMMERCIAL AND CITY FACILITIES
AS OF JULY 2023**

Proposing Company: Athens Services

Instructions: Please review the number of containers subscribed to each of the recycling and organics service levels at no additional charge. Container counts includes collection services for City facilities.

Row	Recycling Containers	Service Levels as of July 2023
	35-Gallon Recycling Cart	
1	1x/week	-
2	2x/week	-
3	3x/week	-
4	4x/week	-
5	5x/week	-
6	6x/week	-
7	7x/week	-
	65-Gallon Recycling Cart	
8	1x/week	-
9	2x/week	-
10	3x/week	-
11	4x/week	-
12	5x/week	-
13	6x/week	-
14	7x/week	-
	95-Gallon Recycling Cart	
15	1x/week	49
16	2x/week	1
17	3x/week	3
18	4x/week	-
19	5x/week	-
20	6x/week	-
21	7x/week	-



CITY OF MONTEREY PARK
RECYCLING AND ORGANICS CONTAINER SERVICE LEVELS AT NO ADDITIONAL CHARGE
FOR COMMERCIAL AND CITY FACILITIES
AS OF JULY 2023

Proposing Company: Athens Services

Instructions: Please review the number of containers subscribed to each of the recycling and organics service levels at no additional charge. Container counts includes collection services for City facilities.

Row	Recycling Containers	Service Levels as of July 2023
	1.5 CY Recycling Bin	
22	1x/week	6
23	2x/week	1
24	3x/week	-
25	4x/week	-
26	5x/week	-
27	6x/week	-
28	7x/week	-
	2 CY Recycling Bin	
29	1x/week	6
30	2x/week	-
31	3x/week	-
32	4x/week	-
33	5x/week	-
34	6x/week	-
35	7x/week	-
	3 CY Recycling Bin	
36	1x/week	22
37	2x/week	6
38	3x/week	9
39	4x/week	3
40	5x/week	1
41	6x/week	-
42	7x/week	-
	4 CY Recycling Bin	
43	1x/week	1
44	2x/week	-
45	3x/week	1
46	4x/week	-
47	5x/week	-
48	6x/week	-
49	7x/week	1



CITY OF MONTEREY PARK
RECYCLING AND ORGANICS CONTAINER SERVICE LEVELS AT NO ADDITIONAL CHARGE
FOR COMMERCIAL AND CITY FACILITIES
AS OF JULY 2023

Proposing Company: Athens Services

Instructions: Please review the number of containers subscribed to each of the recycling and organics service levels at no additional charge. Container counts includes collection services for City facilities.

Row	Recycling Containers	Service Levels as of July 2023
	35-Gallon Organics Cart	
50	1x/week	41
51	2x/week	-
52	3x/week	-
53	4x/week	-
54	5x/week	-
55	6x/week	-
56	7x/week	-
	65-Gallon Organics Cart	
57	1x/week	161
58	2x/week	-
59	3x/week	5
60	4x/week	-
61	5x/week	-
62	6x/week	-
63	7x/week	-
	95-Gallon Organics Cart	
64	1x/week	5
65	2x/week	-
66	3x/week	-
67	4x/week	-
68	5x/week	-
69	6x/week	-
70	7x/week	-
	1.5 CY Organics Bin	
71	1x/week	-
72	2x/week	-
73	3x/week	-
74	4x/week	-
75	5x/week	-
76	6x/week	-
77	7x/week	-



**CITY OF MONTEREY PARK
RECYCLING AND ORGANICS CONTAINER SERVICE LEVELS AT NO ADDITIONAL CHARGE
FOR COMMERCIAL AND CITY FACILITIES
AS OF JULY 2023**

Proposing Company: Athens Services

Instructions: Please review the number of containers subscribed to each of the recycling and organics service levels at no additional charge. Container counts includes collection services for City facilities.

Row	Recycling Containers	Service Levels as of July 2023
	2 CY Organics Bin	
78	1x/week	-
79	2x/week	3
80	3x/week	-
81	4x/week	-
82	5x/week	-
83	6x/week	-
84	7x/week	-
	3 CY Organics Bin	
85	1x/week	1
86	2x/week	-
87	3x/week	-
88	4x/week	-
89	5x/week	-
90	6x/week	-
91	7x/week	-

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



CITY OF MONTEREY PARK
PROPOSED ROLL-OFF AND TEMPORARY BIN RATES AND RATE REVENUES

Proposing Company: Athens Services

Instructions: Provide customer rates in blue, bolded boxes. The rate revenues should automatically calculate. Confirm accuracy of calculations.

Proposed Roll-Off and Temporary Bin Rates and Rate Revenues

Row	Service Level	Proposed Customer Rate Effective 9/1/2024 (1)	Service Levels from July 2022 - June 2023	Proposed Annual Rate Revenue
Mixed Waste Roll-Off Service - Includes container delivery and removal, the cost of any recycling services provided to customer, and disposal of non-recyclable materials.				
1	20-yd (Up to 3 tons)	\$ 689.36	15	\$ 10,340
2	30-yd (Up to 4 tons)	\$ 810.82	17	\$ 13,784
3	40-yd (Up to 5 tons)	\$ 932.27	23	\$ 21,442
4	Disposal per Ton Over Flat Rate tons	\$ 121.45	-	\$ -
Customer-Owned Compactor Roll-Off Service - Includes the cost of any recycling services provided to the customer and disposal of non-recyclable materials.				
5	20-yd (Up to 4 tons)	\$ 810.82	-	\$ -
6	30-yd (Up to 6 tons)	\$ 923.00	4	\$ 3,692
7	35-yd (Up to 7 tons)	\$ 1,011.11	1	\$ 1,011
8	40-yd (Up to 8 tons)	\$ 1,099.25	3	\$ 3,298
9	Disposal per Ton Over Flat Rate Tons	\$ 121.45	-	\$ -
10	Rocket Launcher per hour (4-hour minimum) (2)	\$ 600.00	N/A	N/A
11	Compactor Wash-Out	\$ 354.81	N/A	N/A
Roll-Off Service for Inert Material - Includes container delivery and removal, the cost of any recycling services provided to the customer, and disposal of non-recyclable materials.				
12	10-yd	\$ 614.07	27	\$ 16,580
Roll-Off Service for C&D Debris Material - Includes container delivery and removal, the cost of any recycling services provided to the customer, and disposal of non-recyclable materials.				
13	40-yd (All sizes up to 40-yd)	\$ 1,082.99	35	\$ 37,905
Roll-Off Service for Special City Waste - Includes container delivery and removal, the cost of any recycling services provided to the customer, and disposal of non-recyclable materials.				
14	10-yd Carbon Waste	\$ 810.82	4	\$ 3,243
15	10-yd Asbestos Pipe Disposal	\$ 810.82	-	\$ -
Temporary Bin Service				
16	3-yd Temp Bin Service	\$ 242.79	72	\$ 17,481
17	Total Annual Revenue			\$ 125,533
18	Total Annual Revenue, Rounded			\$ 126,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

(2) When a roll-off container is extremely overweight, a rocket launcher service is contracted. A rocket launcher is a specialized truck used to service heavy roll-off containers.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



CITY OF MONTEREY PARK
PROPOSED RATES AND RATE REVENUES FOR EXTRA SERVICES

Proposing Company: Athens Services

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations.

Proposed Rates and Rate Revenues For Extra Services

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024	Service Levels as of July 2023	Proposed Rate Revenue
1	Push-out Service per Bin per Month	\$ 36.53	661	\$ 24,146
2	Lock Lids per Container per Month	\$ 18.94	72	\$ 1,364
3	Lock Lid Installation (one time per installation)	\$ 39.44	N/A	N/A
4	Extra Cart Service (per cart per occurrence)	\$ 43.89	N/A	N/A
5	1.5-yd Bin Extra Service	\$ 70.98	N/A	N/A
6	2-yd Bin Extra Service	\$ 70.98	N/A	N/A
7	3-yd Bin Extra Service	\$ 70.98	N/A	N/A
8	4-yd Bin Extra Service	\$ 70.98	N/A	N/A
9	Overflowing Bin (per bin per occurrence)	\$ 35.82	N/A	N/A
10	Overweight Bin (per bin per occurrence)	\$ 143.90	N/A	N/A
11	Dead Run or Go Back (Bin)	\$ 70.98	N/A	N/A
12	Bin Exchange or Wash Out	\$ 42.98	N/A	N/A
13	Bulky Item Collection: Rate per Item	\$ 42.98	N/A	N/A
14	Customer Bin Fabrication (per Cubic Yard)	\$ 293.41	N/A	N/A
15	Replacement of Burned Bin (per Bin)	\$ 586.84	N/A	N/A
16	Roll-off Dead Run or Go Back	\$ 70.98	N/A	N/A
17	Roll-off Container Relocation	\$ 86.71	N/A	N/A
18	Declined Payment	\$ 35.82	N/A	N/A
19	Stop Service	\$ 35.82	N/A	N/A
20	Service Reinstatement	\$ 100.29	N/A	N/A
21	Total Monthly Revenue			\$ 25,510
22	Months per Year			12
23	Total Annual Revenue			\$ 306,120
24	Total Annual Revenue, Rounded			\$ 306,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



**CITY OF MONTEREY PARK
PROPOSED RATES AND RATE REVENUES FOR STREET CONTAINERS**

Proposing Company: Athens Services

Instructions: Provide total rate per location in blue, bolded box. The rate revenue should automatically calculate. Confirm accuracy of calculations.

Proposed Rates and Rate Revenues For Street Containers

Row	Service Level	Total Proposed Monthly Rate per Location (1)	Number of Locations as of July 2023	Proposed Rate Revenue
1	Street Containers Serviced 6x/week (2)	\$ 114.42	150	\$ 17,163
2	Months per Year			12
3	Total Annual Revenue			\$ 205,956
4	Total Annual Revenue, Rounded			\$ 206,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

(2) To be adjusted annually by CPI per Section 17.01 of the Draft Commercial Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

CITY OF MONTEREY PARK
ATTACHMENT 4

SUPPORTING COST AND OPERATING DATA WORKSHEETS

Table of Contents

<u>Page</u>	<u>Contents</u>
4-1	Projected Commercial Annual Revenue Requirement
4-2	Projected Commercial Routes and Route Hours
4-3	Commercial Tonnage Diversion Plan
4-4	Proposed Facilities List



**CITY OF MONTEREY PARK
PROJECTED ANNUAL REVENUE REQUIREMENT
BASED ON RATE YEAR 2024-25 PRICE LEVELS (1)
COMMERCIAL COLLECTION SERVICES**

Proposing Company: _____

Athens Services

Instructions: Fill in blue, bolded boxes.

Row		Commercial Service			Street Container	TOTAL ANNUAL REVENUE RQMT
		Solid Waste	Organics	Recycling (if applicable)		
1	Operations					
2	Truck Operating Costs (2)	\$ 996,717	\$ 207,365	\$ 240,712	\$ 30,826	\$ 1,475,621
3	Transfer Station, Transport, MRF costs, net of recycling revenues	\$ 636,506		\$ 28,175	\$ 19,686	\$ 684,367
4	Organics Processing/Composting Costs		\$ 40,311			\$ 40,311
5	Landfill Disposal Costs (3)	\$ 424,338	\$ 2,122	\$ 5,771	\$ 13,124	\$ 445,354
6	Container Depreciation/Amortization Costs	\$ 52,061	\$ 31,354	\$ 31,354	\$ 1,610	\$ 116,380
7	Other Operating Costs: (please describe)					\$ -
8	Subtotal: Operations Costs	\$ 2,109,622	\$ 281,152	\$ 306,012	\$ 65,246	\$ 2,762,032
9	Other Costs					
10	General and Administrative					\$ 698,397
11	Profit					\$ 276,117
12	Annualized Auditing Cost (4)					\$ 30,000
13	Contracting Cost Reimbursement (5)					\$ 28,571
14	Other: (please describe)					\$ -
15	TOTAL REVENUE REQUIREMENT					\$ 3,519,000
16	Tons Collected	7,237.59	2,487.27	1,693.63	678.50	12,096.99
17	Operations Cost Per Ton Collected	\$ 291.48	\$ 113.04	\$ 180.68	\$ 96.16	\$ 228.32
18	Revenue Requirement per Ton Collected					\$ 290.90
19	TOTAL REVENUE REQUIREMENT (from Row 15)					\$ 3,519,000
20	TOTAL RATE REVENUE (from Att. 3-1, Row 5)					\$ 3,519,000
21	DIFFERENCE (Should be \$0)					\$ (0)

(1) Rate revenue requirement does not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

(2) Includes Driver/Helper/Supervisor Wages and Benefits, Vehicle Depreciation and Maintenance, Vehicle Insurance, Fuel, Uniforms and Other Route Costs.

(3) Includes actual disposal costs at landfill, excluding transfer, transport, and MRF costs to be included in Row 3.

(4) Audit fee is \$70,000 per audit. Annualized auditing fee is \$30,000, assuming three (3) audits over the seven (7) year term of the agreement. $[(\$70,000 * 3) / 7 = \$30,000]$.

(5) \$200,000 amortized over the seven-year base term of the agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



CITY OF MONTEREY PARK
PROJECTED ROUTES AND ROUTE HOURS
COMMERCIAL COLLECTION SERVICES

Proposing Company: _____ Athens Services

Instructions: Fill in blue, bolded boxes.

Row	Route Type	Routes Per Day							Total Route Days/Week	Hours per Route Per Day (1)	Total Route Hours Per Week (2)	Crew Size Per Truck (3)
		Sun	Mon	Tues	Wed	Thurs	Fri	Sat				
1	Commercial Cart Organic Waste	-	0.5		0.5		0.5	-	1.5	9.0	14	1
2	Commercial Cart Recycling (if applicable)	-	0.5		0.5	0.5	0.5	-	2.0	11.0	22	1
3	Commercial Bin Solid Waste	-	2.0	1.0	2.0	2.0	2.0	1.0	10.0	10.5	105	1
4	Commercial Bin Organic Waste	-	0.5		0.5		0.5	-	1.5	9.0	14	1
5	Commercial Bin Recycling (if applicable)	-	1.0	1.0	1.0	1.0	1.0	-	5.0	11.0	55	1
6	Street Container Pickup	-	1.0	1.0	1.0	1.0	1.0		5.0	2.0	10	1
7	Other: [specify] _____								-		-	
8	Other: [specify] _____											
9	Total	-	5.5	3.0	5.5	4.5	5.5	1.0	25.0		220	

- (1) For example: 8, 9, or 10 hours per day.
(2) Total Route Days/Week multiplied by Hours Per Route per Day.
(3) 1 or 2 persons.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



**CITY OF MONTEREY PARK
TONNAGE DIVERSION PLAN
COMMERCIAL COLLECTION SERVICES**

Proposing Company: Athens Services

Instructions: Fill in blue, bolded boxes. Confirm automatic calculations. Proposers must demonstrate how they will reach the required diversion rate for franchisee-collected waste per Section 8.01.B of the Draft Commercial Agreement.

Row	Waste Stream	Annual Tons Collected (from Att. 4-1, row 16)	Annual Tons Diverted			Tons Diverted as % of Tons Collected
			Recycling	Organics	Total Diverted	
1	Commercial Solid Waste	7,238	1,332		1,332	18%
2	Commercial Organic Waste	2,487		2,363	2,363	95%
3	Commercial Recycling (if applicable)	1,694	1,219		1,219	72%
4	Street Container Pickup	678	125		125	18%
5	Total	12,097	2,676	2,363	5,039	42%

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



CITY OF MONTEREY PARK
PROPOSED FACILITIES LIST

Proposing Company: Athens Services

Instructions: Fill in blue boxes.

Row	Proposed Facility Type	Facility Name	Required Facility Information	
1	Transfer Facility	Athens Services - Industry MRF	Address:	14048 Valley Blvd, Industry, CA 91746
			Operator:	Athens Services
			SWIS Number:	19-AA-0863
			Facility Type:	Transfer and Processing
			Material Type(s):	MSW, Recycle, Organics
2	Transfer Facility		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
3	Disposal Facility	Mid-Valley Landfill	Address:	2390 North Alder Avenue, Rialto, CA 92377
			Operator:	County of San Bernardino
			SWIS Number:	36-AA-0055
			Facility Type:	Landfill
			Material Type(s):	MSW
4	Disposal Facility		(If Applicable) Transfer Facility:	Industry MRF
			Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
5	C&D Facility	Crown Recycling Services	Material Type(s):	
			(If Applicable) Transfer Facility:	
			Address:	9147 De Garmo Avenue, Sun Valley, CA 91352
			Operator:	Arakelian Enterprises, Inc.
			SWIS Number:	19-AR-0303
6	C&D Facility		Facility Type:	Transfer and Processing
			Material Type(s):	C&D, MSW, Inerts
			(If Applicable) Transfer Facility:	
			Address:	
			Operator:	
7	Organic Materials Processing Facility	Athens Services - Industry MRF	SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
			Address:	14048 Valley Blvd, Industry, CA 91746
8	Organic Materials Processing Facility	Victor Valley Regional Composting	Operator:	Athens Services
			SWIS Number:	19-AA-0863
			Facility Type:	Transfer and Processing
			Material Type(s):	Organics
			(If Applicable) Transfer Facility:	
9	Recyclable Materials Processing Facility	Pueente Hills Materials Recovery Facility	Address:	20055 Shay Rd., Victorville, CA, 92392
			Operator:	American Organics Recycling
			SWIS Number:	36-AA-0403
			Facility Type:	Composting Facility
			Material Type(s):	Organics
10	Recyclable Materials Processing Facility		(If Applicable) Transfer Facility:	Industry MRF
			Address:	2808 S. Workman Mill Road, Whittier, Whittier, CA 90601
			Operator:	Athens Services
			SWIS Number:	19-AA-1043
			Facility Type:	Transfer and Processing
			Material Type(s):	Recycle
			(If Applicable) Transfer Facility:	
			Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
			Address:	
			Operator:	



CITY OF MONTEREY PARK
PROPOSED FACILITIES LIST

Proposing Company: _____ Athens Services

Instructions: Fill in blue boxes.

Row	Proposed Facility Type	Facility Name	Required Facility Information	
11	Reusable Materials Processing Facility		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
12	Reusable Materials Processing Facility		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
13	High Diversion Organic Waste Processing Facility		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
14	Other: ____[specify]____		Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



ATTACHMENT 1 | EXCEPTIONS AND ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

Monterey Park Residential/Commercial Draft Contracts: Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
2.05	2.05	Agreement or Franchise Agreement	The definition of Agreement incorporates Franchisee's Request for Applications ("RFA") response into the Agreement.	Add "In the event of any conflict with this written agreement and the Statement of Qualifications and Application submitted by Franchisee, this agreement shall apply."
2.07; 2.08-2.14	2.07; 2.08-2.14	Approved Disposal Facility(ies)	Franchisee may select facilities, but Approved Disposal Facility(ies) must be "approved by City."	Delete "and approved by the City" to the definition of Approved Disposal Facility(ies). ¹
2.27	2.31	Compostable Food Waste	"Compostable Food Waste" means "fruits, meats, seafood, bones, beans, bread, eggshells, napkins, paper plates, coffee grounds, vegetables, poultry, shellfish, rice, pasta, cheese, Food Soiled Paper, paper towels, tea bags, and other similar items."	Add at the end of the definition "unless the foregoing is not permitted as Compostable Food Waste at Approved Organic Materials Processing Facility(ies)."
2.37	2.42	Diversions; Diverted from Disposal (or any variation thereof)	The definition Diversion includes "A broad concept that is to be inclusive of material Handling and processing changes that may occur over the Term, including, without limitation, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs, and/or other reasons deemed desirable by City," which is a statement, not a definition.	Delete.
2.39	2.44	Environmental Law	The definition of Environmental Law "means all federal and state statutes and county and City ordinances concerning public health, safety, and the environment including, by way of example and not limitation [over a dozen laws cited in the Agreement]."	Delete "by way of example and not limitation" from definition of Environmental Laws.
2.48	2.53	Gross Revenues	Gross Revenues excludes "revenues received by Franchisee from the sale of Recyclables and any payments received from the State of California for Collecting or processing CRV materials."	Revise to refer to "revenues received by Franchisee from the sale of Recyclables or Organic materials and end-products, any payments received from the State of California for Collecting, or processing CRV materials."

¹ Note: The phrase "approved by City" is not included in the definitions of Approved Facilities; Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; Approved Transfer Facility; and/or Approved Reusable Materials Processing Facility.

Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
3.01	N/A	Grant of Franchise; Grant	The Residential Agreement states in relevant part, “City grants Franchisee an exclusive license to make and enter into independent arrangements with Residential Units in the City in the area covered by the Franchise”	Revise as follows: “City grants Franchisee an exclusive license to service Residential Units in the City in the area covered by the Franchise Note: This exception only applies to Residential Agreement.
3.03	3.03	Grant of Franchise; Grant	The Agreement states “Franchisee waives any right it may have to challenge the terms of this Agreement under federal, state, or local law, or administrative regulation.”	Delete.
6.01(A)	6.01(A)	Liability; Indemnification	The Agreement states “Franchisee, upon demand of City, made by and through City, must defend (with counsel reasonably acceptable to City), indemnify and hold harmless City, its elected officials, officers, employees, volunteers, and agents from and against any and all losses, liabilities, fines, penalties, claims, damages, liabilities, or judgments, including City’s or any prevailing party other than City, attorneys’ fees and costs, (collectively, “Claims”) arising out of or resulting in any way from the awarding or execution of or Franchisee’s exercise of the Franchisee’s performance under this Agreement, including Franchisee’s due to the sole negligence or willful acts of City, its elected officials, officers, employees, agents, or contractors. The duty of Franchisee to defend, indemnify, and hold City harmless pursuant to this Section includes, without limitation, the following”	Add a new Sec. 6.05(D) as follows: “Notwithstanding other provisions of this Agreement to the contrary, Franchisee’s obligation to indemnify, hold harmless and defend City, its elected officials, officers, employees, volunteers, and agents will not extend to any Claims to the extent arising or resulting from acts or omissions constituting active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its elected officials, officers, employees, volunteers, and agents, or third parties.”



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
6.01(A)(1)	6.01(A)(1)	Liability; Indemnification	The Agreement requires Franchisee to indemnify any claims "by government agencies or other third parties, whether judicial, administrative, or otherwise, including, without limitation Claims over the definitions of 'Discarded Materials' or 'Solid Waste' or 'Recyclable Material' or 'Organic Materials' or the limits of City's authority with respect to the grant of licenses, or Agreements (including this Agreement), exclusive or otherwise, asserting Claims under the Dormant Commerce Clause, anti-trading laws, or any other federal or state law, including, without limitation, Proposition 218."	Delete. ²
6.01(A)(2) - (3)	6.01(A)(2) - (3)	Liability; Indemnification	The Agreement addresses in relevant part "Claims arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste in any Discarded Materials"	Revise as follows: "Claims arising from or attributable to any removal or response action concerning any Hazardous Waste in any Discarded Materials" Note: Secs. 6.01(A)(2) and (3) are duplicative.
6.01(A)(6)	6.01(A)(6)	Liability; Indemnification	The Agreement states "Franchisee's duty to defend and indemnify herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 are not met by Franchisee with respect to Franchisee's obligations under this Agreement, and such failure is: (i) due to the failure of Franchisee to meet its obligations under this Agreement; or, (ii) due to Franchisee's delay in providing information that prevents Franchisee or County from submitting reports to regulators in a timely manner."	See exception at Sec. 6.01(A).

² See Pub. Res. Code 40059.2 states in part, "An indemnity obligation . . . that purports to obligate a solid waste enterprise to indemnify a local agency against liability for claims by a third party for failure to obtain voter or property owner approval of a fee, levy, charge, assessment, or other exaction in violation of [Prop. 218] is not enforceable to the extent the claims arise out of, pertain to, or relate to the liability of the local agency." However, the Public Resources Code is limited to claims relating to the failure to obtain voter or property owner approval of a fee, levy, charge, assessment" and the indemnification in the Agreement is broader.



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
8.01	N/A	Diversion Standards	The Agreement states “This Agreement is part of City’s efforts to comply with the provisions of the California Integrated Waste Management Act of 1989, (AB 939), AB 341, AB 1826, and SB 1383, as such from time to time may be amended and as implemented by the regulations of the California Department of Resources Recycling and Recovery (“Regulations”), as they from time to time may be amended, and City’s Source Reduction and Recycling Element, as such may be amended from time to time. Franchisee must comply with both performance standards identified in Sections 8.01.A and 8.01.B with respect to the services provided under this Agreement.”	Add a new Sec. 8.05 as follows: “Notwithstanding other provisions of this Agreement to the contrary, Franchisee’s obligations in this Article 8 will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, acts or omissions not within the control of Franchisee; constituting the negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its officers or employees; or as limited by Public Resources Code Section 40059.1.”
8.04	8.04	Diversion Standards	The Agreement states “When requested by City, Franchisee must furnish City with full access to its transfer, processing, composting, maintenance, and Disposal facilities for purposes of determining compliance with requirements of this Agreement.”	Revise as follows: “When requested by City, Franchisee must furnish City with reasonable access to its transfer, processing, composting, maintenance, and Disposal facilities owned or controlled by Franchisee for purposes of determining compliance with requirements of this Agreement.”
9.01	9.01	Types and Frequency of Service; Public Health and Safety	The Agreement states Franchisee “In order to protect the public health and safety, arrangements made by Franchisee with its Residential Units Customers within City’s jurisdiction for the Collection of Residential Discarded Materials, must provide for the Collection (using Fully Automated Collection wherever possible and using Semi-Automated Collection where Fully Automated Collection is not possible) of such waste generated or accumulated by Residential Units within the City as needed but at least once per week.” Note: See also Sec. 11.02 (similar requirement).	Revise as follows: “In order to protect the public health and safety, Franchisee must provide for the Collection (using Fully Automated Collection wherever possible and using Semi-Automated Collection where Fully Automated Collection is not possible, as determined by Franchisee) of such waste generated or accumulated by Residential Units within the City as needed but at least once per week.” Note: Athens proposes the same exception for the commercial franchise, but the reference to “Residential Units” should be replaced with “Commercial Premises and City Facilities.”



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
9.01(A)	9.01(A)	Types and Frequency of Service; Dedicated Routes	The Agreement states “Notwithstanding the foregoing, if Franchisee utilizes a methodology satisfactory to the Administrator and CalRecycle to account for one or more types of Discarded Materials Collected within City.” Note: See also Sec. 28.01 (“Franchisee is prohibited from commingling waste Collected from within City’s limits with other wastes such as that from the unincorporated area or other cities”).	Revise as follows: “Notwithstanding the foregoing, if Franchisee utilizes a methodology reasonable satisfactory to the Administrator and CalRecycle to account for one or more types of Discarded Materials Collected within City, Franchisee may commingle Discarded Materials Collected within City with Discarded Materials Collected in other cities.” Note: Sec. 28.01 should also be revised “Except as provided in Sec. 9.01(A), Franchisee is prohibited from commingling waste Collected from within City’s limits with other wastes such as that from the unincorporated area or other cities”
9.02(A)	N/A	Co-collection of Solid Waste and Recyclables	The Agreement states “Multi-Family Customers receiving Bin service must receive Recycling services based on Co-collection of Solid Waste and Recyclable Materials, or separate Collection of Recyclable Materials.”	Revise as follows: “Multi-Family Customers receiving Bin service must receive Recycling services based on Co-collection of Solid Waste and Recyclable Materials, and/or separate Collection of Recyclable Materials. Notwithstanding the foregoing, the default service provided to Multi-Family Customers receiving Bin service shall include a “bundle” of one 96-gallon Container for Recyclable Materials and one 64-gallon Container for Organic Waste. In the event a Customer requests or requires an increase in the default service level, Franchisee may charge the then-highest rate for applicable Cart or Bins Extra Service permitted in accordance with the City’s Commercial franchise(s).”
9.02(B), (C)	9.02(B), (C)	Co-collection of Solid Waste and Recyclables	The Agreement states “Franchisee agrees to provide new Fully Automated Collection Mixed Waste Carts or cleaned and newly painted Mixed Waste Bins, as applicable, to all . . . by August 31, 2024, and to new Customers upon commencement of service.”	Revise as follows “Franchisee agrees to undertake commercially reasonable efforts to provide new Fully Automated Collection Mixed Waste Carts or cleaned and newly painted Mixed Waste Bins, as applicable, to all . . . by August 31, 2024, and to new Customers upon commencement of service.”



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
9.04	9.04	Organic Materials Collection	The Agreement states “Franchisee agrees to provide new Fully Automated Collection Organics Carts or Organics Bins that are cleaned and newly painted to all Customers by August 31, 2024, and to new Customers upon commencement of service.”	Revise as follows: “Franchisee agrees to undertake commercially reasonable efforts to provide new Fully Automated Collection Organics Carts or Organics Bins that are cleaned and newly painted to all Customers by August 31, 2024, and to new Customers upon commencement of service.”
N/A	9.04; 9.05	Organic Materials Collection; Recyclable Material Collection	The Agreement does not sufficiently address default service levels for customers receiving source separated Recyclables and Organic Waste services.	Add a new Sec. 9. ____ (to be numbered by City) providing as follows: “Notwithstanding any provision in this Agreement to the contrary, Commercial customers receiving Container service for Recyclable Materials and Organic Waste shall receive a default “bundle” of one 96-gallon Container for Recyclable Materials and one 64-gallon Container for Organic Waste. In the event a Customer requests or requires an increase in the default service level, Franchisee may charge the then-highest rate for applicable Cart or Bins Extra Service permitted in accordance with the City’s Commercial franchise(s).”
N/A	9.06	Collection of Street Containers	The Agreement states “If requested by City, Franchisee must provide manual Collection . . . to 150 street containers owned by and located throughout the City. Any changes to the . . . addition of Street Containers must be approved by the Administrator. The maximum charge for such service is at the rates as set forth in Exhibit 2 plus any fees assessed by the City.”	Add “Notwithstanding any provision in this Agreement to the contrary, in the event state or federal prevailing wage is deemed to apply to the services provided pursuant to the Agreement, such determination shall constitute an extraordinary change subject to Section 18.01 of the Agreement.”



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
9.12	9.12	Franchisee Warranty of Recovered Organic Waste Products	The Agreement states “Franchisee must provide assurance through the execution of a liability waiver stating that all organic waste products provided by the Franchisee and used within the City are free from pathogens and inorganic waste material that may be harmful to the health and welfare of City and meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 Cal. Code of Regs. Section 17852(a)(24.5)(A)(1) through (3). The Franchisee must indemnify and hold harmless City against any claims arising from contaminated recovered organic waste products provided by the Franchisee as set forth in this Section.”	Revise as follows: “Franchisee must certify that all organic waste products provided by the Franchisee and used within the City comply with 14 Cal. Code of Regs. Section 17852(a)(24.5)(A)(1) through (3).”
9.15	9.15	Untitled	The Agreement states “The work to be performed by Franchisee will be performed in a thorough and professional manner so that customers within City are provided with reliable, courteous, and high-quality Discarded Materials Collection services at all times during the Term of this Agreement.”	Revise as follows: “The work to be performed by Franchisee will be performed in accordance with industry practice of like solid waste collection companies in similarly situated local jurisdictions.”
9.16	N/A	Bulky Items Pick-Up	The Agreement states “Franchisee must provide unlimited, weekly curbside Bulky Items pick-ups for Residential Units at no additional expense to such Customer or the City.”	Add “Notwithstanding the foregoing, if the monthly average of curbside Bulky Items pick-ups for Residential Units exceeds the average of the prior three (3) month period, Franchisee may offset from fees otherwise due to City the amount equal to the then-highest Bulky Item Collection rate, on a per item basis, as assessable in accordance with the City’s Commercial franchise(s).”
10.09	10.09	Change in Collection Schedule	The Agreement states “Any changes in the route map or Collection schedule require the prior approval of the City Manager, or designee.”	Revise as follows: “Any changes in the route map or Collection schedule require the prior approval of the City Manager, or designee, which shall not be unreasonably conditioned, delayed, or denied.”



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
10.12(A)	10.12(A)	Use of Approved Facilities	The Agreement states “Subject to events of Force Majeure or uncontrollable circumstances, use of a facility that is not included in Exhibit 14 must be approved, in writing, by City before use consistent with the requirements of Article 9.”	Revise as follows: “Subject to events of Force Majeure or uncontrollable circumstances, use of a facility that is not included in Exhibit 14 must be approved, in writing, by the Administrator before use consistent with the requirements of Article 9. Administrator approval shall not be unreasonably conditioned, delayed, or denied.”
10.17	10.17	Change in Size or Number of Containers	The Agreement states “By written or telephonic request Customers may request to exchange Recycling Containers without charge for different sizes, add extra Containers or reduce the number of their Containers.”	Revise as follows: “By written or telephonic request Customers may request to exchange Recycling Containers for different sizes, add extra Containers or reduce the number of their Containers in accordance with Section 9.02(A). Franchisee shall review and grant or deny such requests, subject to the disapproval of City.
13.01(E)	13.01(E)	Service Exceptions; Waivers	The Agreement states “In addition, upon written direction from the Administrator, Franchisee must modify or otherwise cease providing Collection services to Customers requesting other service exemptions, provided that such Customers consistently demonstrate the ability to responsibly manage Discarded Materials generated at the Premises in question, in a manner consistent with Applicable Law.”	Revise as follows: “In addition, upon written direction from the Administrator, Franchisee must modify or otherwise cease providing Collection services to Customers requesting service exemptions permitted in accordance with Section 13.01(E)(1), provided that such Customers consistently demonstrate the ability to responsibly manage Discarded Materials generated at the Premises in question, in a manner consistent with Applicable Law.”



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
13.05	13.05	Assessment of Special Pick-up Fees	The Agreement states “For Multi-Family Bin Customers, if the Franchisee observes 20% or more, by volume, of prohibited Container contaminants on more than three occasions in a two-month rolling period and issued a courtesy pick-up notice(s) on each of those occasions, the Franchisee may impose additional special pick-up fee(s) approved by Administrator for that Customer’s Service Level.”	Revise as follows: “For Multi-Family Bin Customers, if the Franchisee observes Prohibited Container Contaminants in any Container on more than three occasions in a two-month rolling period and issued a courtesy pick-up notice(s) on each of those occasions, the Franchisee may impose additional special pick-up fee(s) approved by Administrator for that Customer’s Service Level. “Prohibited Container Contaminants” means (i) Discarded Materials placed in the designated Recyclables Container that are not identified as acceptable source separated Recyclables for the City’s designated Recyclables Container; (ii) Discarded Materials placed in the designated Organic Waste Container that are not identified as acceptable source separated Organic Waste for the City’s designated Organic Waste Container; and (iii) Discarded Materials placed in the refuse Container that are acceptable source separated Recyclables and/or source separated Organic Wastes to be placed in City’s designated Organic Waste container and/or designated Recyclables Container, if applicable.”
13.05	13.05	Assessment of Special Pick-up Fees	The Agreement states “The Franchisee must complete a compliance review of all Multi-Family Customers with five or more units that generate two cubic yards or more per week of Discarded Materials.”	Revise as follows: “No later than December 31, 2024, Franchisee must complete a compliance review of all Multi-Family Customers with five or more units that generate two cubic yards or more per week of Discarded Materials.”



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
14.09	14.09	Customer Services; Liquidated Damages	The Agreement states, "The parties agree that failure of Franchisee to timely provide the services set forth in this Article constitutes a default. The parties agree that this default will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that for each calendar day after written notice is delivered to Franchisee and Franchisee fails to cure such default, that Franchisee will pay City, as and for liquidated damages, and not as a penalty, the sum of \$500."	Revise as follows: "The parties agree that failure of Franchisee to timely provide the services set forth in this Article constitutes a violation of this Agreement. The parties agree that this violation will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such violation is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that for each calendar day after written notice is delivered to Franchisee and Franchisee fails to cure such violation, that Franchisee will pay City, as and for liquidated damages, and not as a penalty, the sum of \$500. This amount shall supersede, and shall not be added to, events or circumstances that may apply in connection with the assessment of liquidated damages as specified in Exhibit 5 (Schedule of Liquidated Damages)."
15.01	15.01	Emergency Service; Possession of Contractor Equipment	The Agreement states "Should Franchisee, for any reason whatsoever, refuse or be unable for a period of more than 72 hours but less than 30 days, to Collect, transport, and Dispose of any or all the Solid Waste, Organic Materials, and/or Recyclables which it is obligated under this Agreement to Collect, transport, and Dispose of, then in such event City has the right, upon 24 hour prior written notice to Franchisee, during the period of such non-performance/emergency, to temporarily take possession of any or all equipment and facilities of Franchisee previously used in the Collection, transportation, and Disposal of Discarded Materials under this Agreement, and to use such equipment and facilities to Collect and transport any or all Discarded Materials which Franchisee would otherwise be obligated to Collect and transport pursuant to this Agreement. Franchisee agrees that in such event it will fully cooperate with City to effect such a transfer of possession for City's use."	Delete. See Sec. 24.01(A) below.



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
15.04	15.04	Emergency Service	The Agreement states “Franchisee must assist City in the event of major disaster, such as an earthquake, storm, tidal wave (tsunami), riot or civil disturbance, or acts of terrorism, by providing Collection vehicles and drivers normally assigned to City (to the extent reasonably possible under the circumstances), at Franchisee’s actual costs.”	Revise as follows: “Franchisee must assist City in the event of major disaster, such as an earthquake, storm, tidal wave (tsunami), riot or civil disturbance, or acts of terrorism, by providing Collection vehicles and drivers normally assigned to City (to the extent reasonably possible under the circumstances), at Franchisee’s then-existing service rates.”
17.01(A)	17.01(A)	Rates	The Agreement states “The rates for all Discarded Materials Collection, transportation, Recycling, and Disposal services for Rate Year beginning September 1, 2024 and ending August 31, 2025, may not exceed those set forth in Exhibit 2 to this Agreement and include all costs necessary for Franchisee to accomplish its responsibilities under this Agreement, including without limitation AB 939 and SB 1383 compliance and meeting waste Diversion requirements. Beginning with Rate Year 2 (September 1, 2025) and for all subsequent Rate Years, Franchisee must submit its request and annual rate adjustment calculation (increase or decrease) to the maximum rates in writing, to be received by City in person or via certified mail, by April 30 of the same year based on the method of adjustment described in Section 17.01. Failure to submit a written request by April 30 results in Franchisee waiving the right to request such an increase for the subsequent year. If approved by City, future adjustments will be effective on September 1 of any Rate Year, beginning September 1, 2025.”	Revise as follows: “The rates for all Discarded Materials Collection, transportation, Recycling, and Disposal services for Rate Year beginning September 1, 2024 and ending August 31, 2025, may not exceed those set forth in Exhibit 2 to this Agreement and include all costs necessary for Franchisee to accomplish its responsibilities under this Agreement, including without limitation AB 939 and SB 1383 compliance and meeting waste Diversion requirements. Beginning with Rate Year 2 (September 1, 2025) and for all subsequent Rate Years, Franchisee may adjust the maximum rates in accordance with Section 17.01(B). On or before May 1, 2025, and annually each May 1 thereafter during the term of this Agreement, Franchisee shall deliver to City calculations of the annual adjustment of rates. No later than June 30, 2025, and annually thereafter each June 30 during the term of this Agreement, the City shall notify Franchisee of any disagreements in Franchisee’s calculation of the affected service rates to take place on the subsequent September 1.”
17.01(B)	17.02(B)	Payment by Franchisee to City	The Agreement states “The Franchisee must pay to the City on a monthly basis, the Franchise Fees (“Franchise Fee”), AB 939 Fees, and other City fees to be set by the City. City should notify the Franchisee no later than August 1, 2024 regarding the amount of these various fees.”	Revise as follows: “The Franchisee must pay to the City on a monthly basis, the Franchise Fees (“Franchise Fee”), AB 939 Fees, and other City fees to be set by the City. City should notify the Franchisee no later than August 1, 2024 regarding the amount of these various fees. Franchisee may, at its discretion, adjust its then-existing maximum rates by an amount commensurate with the addition or modification of Franchise Fee, AB 939 Fees, and other City fees.”



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
18.01	18.01	Future Adjustments	The Agreement states "Franchisee must submit any and all data requested in the format prescribed by the City Manager, or designee. The City Manager, or designee, may review the information submitted by Franchisee and, in the City Manager's reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any. A requested adjustment cannot be denied in the case of changed or additional services requested by City, additional reporting required by City, City's designation of a Disposal Site or processing facility, any change in the MPMC affecting Franchisee's operations, or changes in state or local government Discarded Materials fees and charges. Any such rate adjustment approved by the City Manager becomes effective on September 1. An adverse decision by the City Manager may be appealed to the City Council."	Revise as follows: "Franchisee may apply to the City Manager or designee for consideration of a special, interim rate review should an event or circumstance arise which results in an increase in the cost of operations by Franchisee. An adverse decision by the City Manager may be appealed to the City Council. A final determination concerning an application for special, interim rate review will be considered by the City Council within thirty (30) days of Franchisee's request, unless extended by mutual agreement between the parties, and cannot be unreasonably denied upon Franchisee's demonstration that (i) an event or circumstance occurred or will occur which is not reasonably foreseeable, including but not limited to a change in service levels, collection or Container frequency, or other deviation from the service-related information specified in the Request for Applications; (ii) an event or circumstance occurred or will occur which is beyond the control of Franchisee; (iii) it is necessary for Franchisee to make a change in its operation, or capital investment, in order to perform its obligations under this Agreement or to meet the requirements of Applicable Law; or (iv) changes to Franchisee's operations within the City are required due to a change in law; (v) changes to Franchisee's operations within the City are required due to a City-directed change (including but not limited to changed or additional services requested by City, additional reporting required by City, City's designation of a Disposal Site or processing facility, any change in the MPMC affecting Franchisee's operations, or changes in state or local government Discarded Materials fees and charges)."
20.06(D)	20.06(D)	Accounting Records	The Agreement states "Franchisee must locally maintain current, accurate and complete financial records on the accrual basis of accounting relating to Agreement operations, including original ledgers, journals, accounts, and records in which are recorded entries reflecting its activities hereunder, as well as supporting documents such as bank statements, cancelled checks, bank account reconciliations, tax returns, contracts, employee files, time records, invoices, and receipts."	Revise as follows: "Franchisee must maintain annual financial statements for the local operations directly relating to the Agreement. Statements need not be reviewed or audited statements. Such records and derivatives thereof shall be treated as confidential and proprietary and not disclosable under the California Public Records Act."



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
20.06(E)	20.06(E)	Access to Records	The Agreement states “Notwithstanding anything to the contrary herein, City may, at Franchisee’s cost and expense (including compensation paid to City employees or City consultants) during normal business hours, and upon reasonable notice, inspect all financial records pertaining to any City contract related account and any other records of Franchisee reasonably and directly necessary for City administration of its right of review, approval, or enforcement by this Agreement.”	Revise as follows: “Notwithstanding anything to the contrary herein, City may, during normal business hours, and upon reasonable notice, inspect all annual financial statements for the local operations directly relating to the Agreement and any other records of Franchisee reasonably and directly necessary for City administration of its right of review, approval, or enforcement by this Agreement.”
20.10	20.10	Changes in the Act, RCRA, CERCLA and Related Laws	The Agreement states “Should the Act or other state or federal laws or regulations enacted or amended after this Agreement is executed, prevent or preclude compliance with one or more provisions of this Agreement, or significantly increase Franchisee’s costs, such provisions of this Agreement will be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Should an amendment to the laws have the effect of eliminating or reducing the need for a service provided for in this Agreement and City informs Franchisee that City seeks to discontinue the service, City and Franchisee will negotiate a reduction in rates.”	Revise as follows: “Should the Act or other state or federal laws or regulations enacted or amended after this Agreement is executed, prevent or preclude compliance with one or more provisions of this Agreement, or significantly increase Franchisee’s costs, Section 18.01 of the Agreement shall apply. Should (i) an amendment to the laws have the effect of eliminating or reducing the need for a service provided for in this Agreement, (ii) such elimination or reduction significantly decreases Franchisee’s costs, and (iii) City informs Franchisee that City seeks to discontinue the service, City and Franchisee will negotiate a reduction in rates.”
20.10	20.10	Changes in the Act, RCRA, CERCLA and Related Laws	The Agreement states “In the case of changes in Environmental Laws, which increase the cost of Franchisee’s service, Franchisee may seek a rate increase to offset the costs directly attributable to the amended or newly enacted provision of law or regulations, specifying, in writing, the law to which the additional costs are attributed, and how they would result in increased costs.”	Revise as follows: “In the case of changes in Environmental Laws, which increase the cost of Franchisee’s service, Franchisee may seek a rate increase to offset the costs directly attributable to the amended or newly enacted provision of law or regulations, in accordance with Section 18.01 of the Agreement.”



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
23.03	23.03	Imposition of Damages; Termination	The Agreement states “Based on the evidence presented at the hearing and the report of the Administrator, the City Council will determine by written resolution whether the decision or order of the Administrator should be upheld. If, based upon the record, the City Council determines that the performance of Franchisee is in breach of any material term of this Agreement or any material provision of any applicable federal, state, or local statute or regulation, the City Council in its sole discretion, may order Franchisee to take remedial actions to cure the breach, terminate forthwith the Agreement, or impose liquidated damages, as defined below. The decision of the City Council is final and conclusive. Franchisee’s performance under the Agreement is not excused during the period of time before the City Council’s final determination as to whether such performance is deficient. Franchisee may appeal the City Council’s final decision within 90 days to a court of competent jurisdiction in accordance with Code of Civil Procedure § 1094.6. City is not required to provide Franchisee with any additional notice regarding its appeal rights other than as set forth in this Agreement.”	Revise as follows: “Based on the evidence presented at the hearing and the report of the Administrator, the City Council will determine by written resolution whether the decision or order of the Administrator should be upheld. Franchisee may challenge the determination of the City Council. Any such determination may be appealed in accordance with Section 30.13.”
23.05(D)	23.05(D)	Imposition of Damages; Termination	The Agreement gives the City a right to terminate “If Franchisee fails to provide or maintain in full force and effect the workers’ compensation, liability and indemnification coverages, or cash bond as required by the Agreement.”	Revise as follows: “If Franchisee fails to provide or maintain in full force and effect the workers’ compensation, liability and indemnification coverages, or cash bond as required by the Agreement and such failure is not cured by the reinstatement of insurance or bonding, or similar corrective action, within ten (10) days of notice from City.”
23.06	23.06	Imposition of Damages; Termination	The Agreement states “Any other act or omission by Franchisee which materially violates the terms, conditions, or requirements of the Agreement and which is not corrected or remedied within the time set in the written notice of the violation or, if Franchisee cannot reasonably correct or remedy the breach within the time set forth in such notice, if Franchisee should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.”	Revise as follows: “City may also terminate the Agreement in the event of any other act or omission by Franchisee which materially violates the terms, conditions, or requirements of the Agreement and which is not corrected or remedied within thirty (30) days or longer if set in the written notice of the violation or, if Franchisee cannot reasonably correct or remedy the breach within such time, such time as it may take for Franchisee to diligently effect such correction or remedy thereafter.”



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
24.01(A)	24.01(A)	City's Additional Remedies	The Agreement states "In the event the Franchisee fails to provide the services required to be performed hereunder for 30 days or more, City may, at no charge to City, use equipment from Franchisee for the purpose of collecting, transporting, and Disposing of Discarded Materials which Franchisee is obligated to Collect, transport, and Dispose of pursuant to this Agreement, for a period not to exceed nine months."	Revise as follows: "In the event the Franchisee fails to provide the services required to be performed hereunder for 30 days or more, City may seek from Franchisee the actual cost of procuring equipment for the purpose of collecting, transporting, and Disposing of Discarded Materials which Franchisee is obligated to Collect, transport, and Dispose of pursuant to this Agreement, for a period not to exceed nine months or until a replacement service provider is selected by the City, whichever is sooner."
24.02	24.02	City's Damages for Failure to Achieve Diversion Goals	The Agreement states "If CalRecycle were to impose administrative civil penalties against City, then City's damages for Franchisee's material breach in its failure to achieve the Diversion goals for City within its Franchise Area as required by this Agreement, would include, without limitation, such administrative civil penalties, attorneys' costs and fees, and City's staff time devoted to the resolution of the administrative civil penalties against City. Franchisee acknowledges that the matters addressed in this Section are damages which would result in the event of a material breach by Franchisee, and not an indemnification, and therefore are not governed by Public Resources Code § 40059.1."	Delete. Add liquidated damages, to be negotiated between the parties, in the event of a Franchisee's material breach in its failure to achieve the Diversion goals.
28.15	28.15	Change in Franchise Scope	The Agreement states "If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the City to lawfully contract for the scope of services in the manner and consistent with all provisions as specifically set forth herein, Franchisee agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein and that City is not responsible for any lost profits or losses claimed by Franchisee to arise out of limitations to the scope or provisions of the Agreement set forth herein."	Revise as follows: "If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the City to lawfully contract for the scope of services in the manner and consistent with all provisions as specifically set forth herein, Franchisee agrees that the scope of the Agreement will be limited to those services and materials and Section 18.01 shall apply."



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
30.01	30.01	Untitled; Prop. 218	The Agreement states “The fees imposed pursuant to Exhibit 2 plus the AB 939 and Franchise Fees are subject to Proposition 218. City currently has the authority under a Proposition 218 procedure that it previously undertook to charge no more than the amounts set forth on Exhibit 8. To the extent the fees proposed by Franchisee plus the AB 939 and Franchise Fees and other City fees will exceed this amount either before commencement of this Franchisee or during the Term of this Agreement, the City will undertake a Proposition 218 process to determine whether the Franchisee will be allowed to charge its proposed rates. Even if Customers do not have a majority protest of the proposed fees as part of the Proposition 218 process, the City Council cannot and does not warrant or represent that it will approve the proposed fees. Should proposed fees exceed what Proposition 218 allows, and a new Proposition 218 process does not allow for the imposition of the proposed fees, Franchisee may either (i) continue to provide services at the highest rate allowed by Proposition 218, or (ii) give the City nine months’ notice of intention to terminate this Franchise and charge the highest rate allowed by Proposition 218 until the Franchise is terminated. Franchisee agrees to pay for all of City’s costs and fees incurred for administering a Proposition 218 process.”	Revise as follows: “At the City’s election, and without admitting the applicability of Proposition 218 to this Agreement, City may conduct the hearings with respect to the approval or adjustment of the maximum rate schedule in accordance with Proposition 218. City acknowledges that the intent of hearings is to comply with Proposition 218 if deemed applicable, and not for the City to revoke, amend, nullify, or void any previously approved adjustment of a maximum rate schedule. In the event City is unable, by operation of applicable state or federal law, or a valid majority protest pursuant to Proposition 218, to approve or implement any rate increase due to Franchisee under this Agreement, in whole or in part (“Invalidation Event”), City must provide notice of an Invalidation Event. No later than thirty (30) days of the Invalidation Event, City and Franchisee shall meet and confer to discuss a revised rate adjustment that may be acceptable; corresponding reductions in programs, services, or fees and payments otherwise due to City to compensate Franchisee for the total amount due to Franchisee that would have been recovered but for denial or prohibition of a rate adjustment relating to the same; and/or City paying to keep identified services and programs that may be removed or reduced. If City and Franchisee do not reach an agreement within ninety (90) days of the Invalidation Event, or as extended by mutual agreement of the Parties, Franchisee may terminate the Agreement without cause or penalty, provided that Franchisee provides at least one-hundred eighty (180) days’ prior written notice of termination and, during such period, cooperates with City to transition services to City or its designee. Franchisee’s rights hereunder are in addition to any other rights of Franchisee upon the invalidation of rates that would otherwise be due to Franchisee.”



Monterey Park Residential/Commercial Draft Contracts:
Exceptions List (February 14, 2024)

Resi. Sec(s).	Com. Sec(s).	Title	Summary	Exception / Proposed Change
30.01	30.01	Untitled; Reimbursement of Consultant Costs	The Agreement states "Upon submission of this Agreement to City for approval, Franchisee must reimburse City for expenses, including staff time, consultants' and attorneys' fees, and expenses associated with granting this Agreement. The reimbursement for this Agreement is \$200,000. Should City Council fail to approve this Agreement, the funds submitted to City by Franchisee will be returned by City to Franchisee within 30 days after City Council denial."	Revise as follows: "No later than five (5) days following the start of service, Franchisee must reimburse City for expenses, including staff time, consultants' and attorneys' fees, and expenses associated with granting this Agreement. The reimbursement for this Agreement is \$200,000."
N/A	N/A	N/A	The Agreement does not include dispute resolution provisions.	Add a new Sec. 30.13 as follows: "Except as otherwise provided in this Agreement, any controversy, dispute, or claim arising out of, or related in any way to this Agreement, shall be subject to binding arbitration before a neutral arbitrator in accordance with Title 9 or Part 3 of the California Code of Civil Procedure (commencing with Section 1280). Judgment upon any award or determination rendered by said arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall determine whether one or both parties shall pay the arbitrator's fees and costs associated with any discovery."





ATTACHMENT 2 | BOARD RESOLUTION

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF ARAKELIAN ENTERPRISES, INC., D.B.A ATHENS SERVICES

June 5, 2023

The undersigned, being all the duly elected members of the Board of Directors (the “Board”) of Arakelian Enterprises, Inc., d.b.a. Athens Services, a California corporation (the “Company”), acting by written consent in lieu of a meeting in accordance with California Corporate Code Section 307(b) and the Company Bylaws, hereby consent to, adopt and approve the following resolutions without a meeting with the intention that such actions will have the same force and effect as if taken by a vote of the Board at a meeting duly called and held:

1. APPOINTMENT OF THE OFFICERS OF THE COMPANY

BE IT RESOLVED, that the individuals listed below are hereby elected to the following offices of the Company, to serve in such capacity until their successors have been duly elected and qualified or until their earlier resignation or removal:

<u>Name</u>	<u>Office</u>
Ron J. Arakelian, Jr.	President & Chief Executive Officer
Michael R. Arakelian	Secretary
Ron J. Arakelian, III	Executive Officer
Adam Arakelian	Executive Officer
Paul Pickrell	Chief Financial officer
Gary Clifford	Executive Vice President

2. AGENT FOR SERVICE OF PROCESS

RESOLVED FURTHER, that Michael W. Pompay be designated as the agent for service of process for the Company.

3. GENERAL AUTHORIZATIONS

RESOLVED FURTHER, that the directors and officers of the Company and such persons appointed to act on their behalf pursuant to the foregoing resolutions are hereby authorized and directed in the name of the Company and on its behalf, to execute any certificates, agreements, instruments or documents, or any amendments or supplements thereto, or to do or to cause to be done any and all other acts as they deem necessary, appropriate or in furtherance of the purposes of each of the foregoing resolutions and transactions contemplated therein; and

RESOLVED FURTHER, that any, and all actions, whether previously or subsequently taken by the directors and officers of the Company which are consistent with the intent and purposes of the



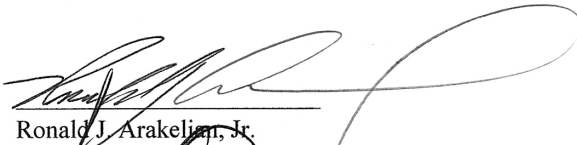
ATTACHMENT 2 | BOARD RESOLUTION

foregoing resolutions, shall be and the same hereby are, in all respects, ratified, approved and confirmed.

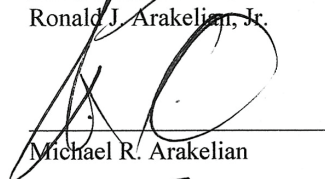
This unanimous written consent shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as if the resolutions and actions take herein were adopted at a duly convened meeting of the Board of the Company. This consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first above written.

**DIRECTORS OF:
ARAKELIAN ENTERPRISES, INC. D.B.A.
ATHENS SERVICES**



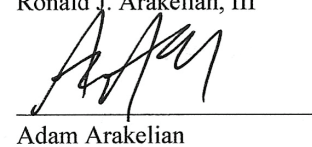
Ronald J. Arakelian, Jr.



Michael R. Arakelian



Ronald J. Arakelian, III



Adam Arakelian

ATTACHMENT 2

Ware Disposal Residential and Commercial Proposals



Providing Solid Waste and Recycling Services Since 1968

14 February 2024

Office of the City Clerk
Ms Xochitl Tipan
Ms Amy Ho
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754 2818

RE: Section 3.1 (.1, .2, .3, .4) Cover Letter to Application

Dear Ms Tipan:

Please accept the proposal of Ware Disposal, Inc., (Ware Disposal) to provide Integrated Waste Management Services for the City of Monterey Park (City). Ware Disposal has read the RFA dated 7 February 2024 (as amended from the original) and herein provides its response.

Specifically, this cover letter includes the following contents as specified in Section 3.1.1., .2., 3. and .4, which follow below.

- Section 3.1.1: Ware Disposal Inc. has applied for the residential, commercial and combined franchises in and for the City of Monterey Park;
- Section 3.1.2: Ware Disposal Inc. offers the following processing programs for the specific program types:
 - Residential Cart Customers: Ware Disposal Inc. proposes to implement Option no. 2, the three container collection system.
 - Residential Bin Customers: Ware Disposal Inc. proposes to implement Option no. 2, the three container collection system.
 - Commercial Bin Customers and City Facilities: Ware Disposal Inc. proposes to implement a three container collection system.
- Section 3.1.3: Office Location:
 - Corporate Office Location: 1035 East 4th Street, Santa Ana, California 92701 4750;
 - Zero Waste Representative Office Location: 1740 South Los Angeles Street, Suite 206, Los Angeles, California 90015;
 - Vehicle Maintenance and Storage Location: 995 North Mission Road, Los Angeles, California 90021.

Ms Xochitl Tipan

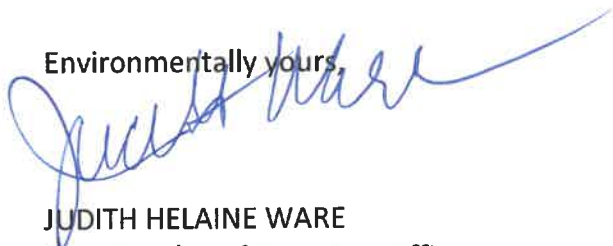
City of Monterey Park RFA Cover Letter (Section 3.1), 14 February 2024, page 2

- Section 3.1.4: Responsible Franchise Manager:
 - Jay Ware, General Manager, Ware Disposal Inc.;
 - T 714 664 0677 x105;
 - F 714 664 0696;
 - Email: jay@waredisposal.com, jason@waredisposal.com;
 - 1035 East 4th Street, Santa Ana, California 92701 4750.

In summary, we are confident we meet and exceed all the requirements detailed in the RFA. We have detailed all of our programs and services to meet every requirement of local, state and federal law and regulation. Examination of our proposal will confirm that our bid will be very cost-effective for all residential and commercial accounts.

We look forward to providing exemplary Integrated Waste Management Services to the City for years to come. We invite you to visit us on any Internet-connected device at <http://www.waredisposal.com/>.

Environmentally yours,



JUDITH HELAINE WARE
President/Chief Executive Officer
Ware Disposal Inc.

Enclosures

CITY OF MONTEREY PARK

SECTION 3, APPLICATION CONTENTS

Section 3.1: Cover Letter. Please see the attached cover letter preceding this section to the response to the Request for Applications. Additionally, Ware Disposal Inc. can reveal the following pertinent information requested in this section:

- Section 3.1.1: Ware Disposal Inc. has applied for the residential, commercial and combined franchises in and for the City of Monterey Park;
- Section 3.1.2: Ware Disposal Inc. offers the following processing programs for the specific program types:
 - Residential Cart Customers: Ware Disposal Inc. proposes to implement Option no. 2, the three container collection system.
 - Residential Bin Customers: Ware Disposal Inc. proposes to implement Option no. 2, the three container collection system.
 - Commercial Bin Customers and City Facilities: Ware Disposal Inc. proposes to implement a three container collection system.
- Section 3.1.3: Office Location:
 - Corporate Office Location: 1035 East 4th Street, Santa Ana, California 92701 4750;
 - Zero Waste Representative Office Location: 1740 South Los Angeles Street, Suite 206, Los Angeles, California ;
 - Vehicle Maintenance and Storage Location: 995 North Mission Road, Los Angeles, California 90021.
- Section 3.1.4: Responsible Franchise Manager:
 - Jay Ware, General Manager, Ware Disposal Inc.;
 - T 714 664 0677 x105;
 - F 714 664 0696;
 - Email: jay@waredisposal.com, jason@waredisposal.com;
 - 1035 East 4th Street, Santa Ana, California 92701 4750.

Section 3.2: Application Cost Forms. Attached, please find the following application cost forms reflecting the applicant's choice of container collection system:

- 3.2.2: Residential Cost Forms Under Option no. 2, three cart collection system;
- 3.2.3: Commercial Cost Forms.

These forms can be found at the conclusion of the application contents section.

Section 3.3. Background and Experience of Key Personnel involved in the implementation and management of the applicant's services.

The following narrative description shall provide the necessary background and experience of the key personnel that will be involved in the City of Monterey Park's 2024-2031 residential and commercial franchise agreement.

JUDITH HELAINE WARE

President/CEO/Signatory

Judith Helaine Ware has been the President and CEO of Ware Disposal since the mid-1980s and the CFO of the Company since its inception in 1968. She understands accounting principles utilized by large-scale CPA firms to produce the Company's financials and to adhere to generally accepted accounting principles. She develops the Company's overall corporate strategy and deals with financing/leasing companies in securing the requisite financing of capital equipment.

Ms. Ware has participated in many seminars and conferences in the state, and she has supported municipalities' attempts to develop permanent solutions in meeting their requirements under AB 939, the State of California's Integrated Waste Management Act of 1989. Her participation in a number of these seminars led several municipalities to implement construction and demolition and green waste programs to capture additional diversion. She has 55 years of experience, possessing extensive knowledge of the solid waste and recycling industry.

While managing the Company, she is also highly active in civic affairs and sits on a number of corporate/non-profit boards, including the California Women's Leadership Association, the Boys and Girls Club of Santa Ana, the Raise Foundation, the Orange County Marathon and the Orange County Taxpayer's Association. She is a community partner, like the rest of the Company, and has been happily married since 1968. She has one son (the Company's General Manager).

JAY WARE

General Manager (Primary Contact)

Jay Ware began his career in the industry by driving routes and signing up customers. He attended the Solid Waste Association of North America's Construction and Demolition course in Salt Lake City in July 2001; the first time the course had ever been offered by SWANA. He was a panelist on construction and demolition facility operations for the California Resource Recovery Association's Construction and Demolition Council at the City of San Diego on 27 February 2003, and currently is an executive member of the organization's Construction and Demolition Council (CDC). Lastly, he is a current board member of the California Waste and Recycling Association (CWRA). The CWRA is made up of solid waste haulers, recyclers, facility owners and operators, and Associate members whose goods and services support small haulers and recyclers.

Mr. Ware has had an instrumental role in the tremendous growth at Ware Disposal over the last decade. Through his leadership, Ware Disposal now has all of its collection fleet operating on low-emission compressed natural gas (CNG). Ultimately, it is his goal to have Ware Disposal's entire fleet run on RNG fuel and eventually on electrification.

Mr. Ware has been instrumental in developing and implementing the firm's state-of-the-art diversion systems including its A:B (wet and dry) routing system, curbside recycling programs, C&D debris recycling system, and, most recently, its organics recycling operations.

He will be the point person as part of the transition from the previous service provider. He has coordinated several previous service transitions from previous providers, including City of Los Angeles Southeast Zero Waste Franchise Zone, City of Monterey Park, the unincorporated areas of South Whittier, Lennox GDD and East Charter Oak for the County of Los Angeles, the City of Laguna Woods, Orange County El Modena permit area number 5, the Irvine Company, and several school districts across Los Angeles and Orange Counties.

He graduated in 1992 from the University of Southern California (USC) with majors in business administration and communications.

MICHAEL SHAFFER*Chief Financial Officer*

Mr Michael Shaffer possesses more than 20 years of progressively responsible experience managing accounting and finance functions for companies in a variety of industries. Mr. Shaffer has led accounting groups at both large Fortune 500 companies as well as small early-stage growth enterprises.

Among his significant previous positions, Mr. Shaffer served as Vice President of Administration and CFO of Nakoma Group, a California-based management consulting firm specializing in Oracle-based ERP system implementations and upgrades. He was the Finance Director (Division Controller) for Endeavors Technology, a US subsidiary of publicly traded UK firm, Tadpole Technology. Prior to his years with Endeavors, Mr. Shaffer held various accounting-related roles at the Fortune 500 energy services firm, Semptra Energy (NYSE:SRE).

BEN MARLON WARE*Vice President/Secretary of the Board*

Mr Ben Ware is an original founder of Ware Disposal, and he possesses 55 years of experience in the solid waste and recycling industry. He has a full understanding of managing the daily operations of a large-scale truck fleet and oversees the dispatch operations for the Company. He also possesses over 55 years of mechanical experience. When he established the Company in 1968, he began collecting recyclable material and prevented it from being landfilled well before AB 939 was passed in 1989.

Mr. Ware has undertaken the management of franchise transition, a characteristic that will assist the Company well during the transition from the previous service provider to Ware Disposal (if selected). His role will be that of the Senior Technical Relations Coordinator and to coordinate special projects during the transition from the previous service provider to Ware Disposal.

JASON BRYCE RUSH

Legislative Director, Public Relations and Recycling Coordinator

Mr Jason Bryce Rush is the Legislative Affairs Director and Corporate Recycling Coordinator for Ware Disposal, a position he has held for more than 25 years. He joined Ware Disposal after working for two (2) years as an environmental policy analyst in the California State Assembly. His understanding of environmental rules, regulations, AB 939, and the governmental process is extensive.

Mr. Rush has attended numerous seminars/conferences to the solid waste and recycling industries allowing him to remain well-versed on technologies, regulations, and business strategies related to recycling, and zero waste management systems. His specialty with business accounts and local municipalities has been “performance auditing,” a process by which he analyzes an existing waste management program and waste supply, and then integrates this information with existing and potential demand (domestic and foreign recycling markets). This process can easily optimize services to reduce a client’s overall disposal costs and increase recycling.

Mr. Rush is responsible for all reporting of Ware Disposal for its franchise cities. He will be responsible for reporting, monitoring, and compliance in the City.

REETANJALLI “REETA” RAJ*Accounts Payable/Human Resources Manager*

Ms. Reeta Raj is Ware Disposal’s accounts payable clerk for over a decade. Previously, she worked for the Charles Krishna Tax and Accounting service as an Accounts Clerk for three (3) years. Additionally, she has worked for Punjas Ltd. in the Fiji Islands as an Accounts Payable Supervisor for two (2) years prior to emigrating to the United States of America. Ms. Raj possesses a BS in Accounting and Information Systems from the University of the South Pacific, Fiji Islands.

BRAD TIMMONS*Operations Management Specialist (Route Manager)*

Mr Brad Timmons has over 25 years of experience in the solid waste and recycling industries. He possesses many years of practical experience in single-family and multi-family residential and commercial MSW collection and routing. Brad is also an accomplished public relations manager. He will assist the Company and the City in the following ways:

Routing—He will confirm routing the entire residential and nonresidential sectors of the City, with City approval, while ensuring minimal disruption to the customers’ current service frequency. This assumes no change initially but perhaps later as we identify ways to enhance or improve collection and resource recovery efficiency.

Marketing—He will assist the Company in targeting key franchise areas to increase participation in recycling/diversion programs (e.g., the multi-family and commercial sectors) so that the City maintains its overall AB 939/AB 341 obligations, and we meet our diversion obligations for what is collected by Ware Disposal.

Developing recycling programs—He will utilize his 25 years of industry experience to assist in the implementation of specific recycling and diversion programs for the City and ensure that they ultimately become highly successful.

MANUEL GONZALES

Senior Operations Manager – Residential

Mr Manuel Gonzales has been the Senior Operations Manager for Ware Disposal for the past twelve (12) years. Prior to becoming the Senior Operations Manager, he was Ware Disposal's chief mechanic, and got his entry into the firm as a driver for the Company. He will be one of the lead individuals to ensure a smooth transition.

Mr. Gonzales has assisted the Company in making the Company's routes more efficient and was the leading force for implementing a GPS system in all Company's trucks in 2002. His work was instrumental in implementing the cloud-based online real-time tracking and monitoring system utilized on all fleet vehicles.

He will assist the Company to locate and place all of the containers for the residential, commercial, industrial, and multi-family customers. Mr. Gonzales will also be one of the key individuals involved in recruiting and training new drivers and service staff. Mr. Gonzales is fluent in English and Spanish languages.

FRANK TORRES

Senior Operations Manager –Madison Materials

Mr Frank Torres is the Operations Manager at Madison Materials. He possesses an extensive background in the trucking and solid waste industry with 12 years of supervision responsibilities. For over 15 years, he was the Operations Manager for American West Trucking in Anaheim, California, where he supervised approximately 60 employees and managed the day-to-day operations of maintaining the Department of Transportation logs, supervised the dispatch operations and other affiliated personnel. Because of that position, he possesses the necessary experience and training for operating equipment like forklifts, wheel loaders and excavators.

Mr. Torres has the responsibility at Ware Disposal's Madison Materials Resource Recovery facility to market the processed recyclable products, so they are returned back to the end-user marketplace. Annually, he successfully markets over 100,000 tons of recyclable materials (processing over 150,000 per annum at Madison Materials), including finding new markets for green waste and construction and demolition fines for beneficial reuse.

He also has the responsibility of developing and maintaining the facility's safety policies, managing the facility's 50+ employees, supervising the mechanics, providing the necessary incentive for workers on the sort line to increase productivity, and identifying methods to improve the quality of the overall product. Mr. Torres is bi-lingual, fluent in English and Spanish.

YOLANDA MORA*Accountant and Billing, Residential Customer Service Manager*

Ms Yolanda Mora is responsible for Ware Disposal's financial reporting and other fiscal matters on the subject contract. She has six (6) years of supervision experience and an extensive background in accounting and finance and management information systems, resulting in significant improvements in cost reporting and controls.

Before joining Ware Disposal, she worked for manufacturing companies in Orange and Los Angeles County. Ms. Mora will assist the General Manager and the CFO to assure that the services provided are cost-efficient and sustainable. Ms. Mora has a diploma from the Southern California Institute of Technology in computer sciences.

Working for Ware Disposal in Accounts Receivables, Ms. Mora incorporates that same personalized approach with the residents. She manages the Los Angeles County Residential Customer Service for East charter Oaks/ Foothill/ Ramona/ Spadra communities. She handles the customer requests, billing, collections, customer call logs, and creates the quarterly recycling newsletters that communicate important information to promote awareness about recycling in their communities. She also assists with commercial customer needs or wherever else she is needed.

KEENAN JOHNSON*Customer Service Relations Manager*

Jose Johnson is the Customer Service Relations Manager at Ware Disposal, with six (6) years of supervision experience. Mr. Johnson is responsible for assuring that all customer requests and complaints are handled quickly and in a responsive manner. It is the duty and objective of Mr. Johnson and Ware Disposal to provide the residents and businesses with a 100% satisfaction "guarantee."

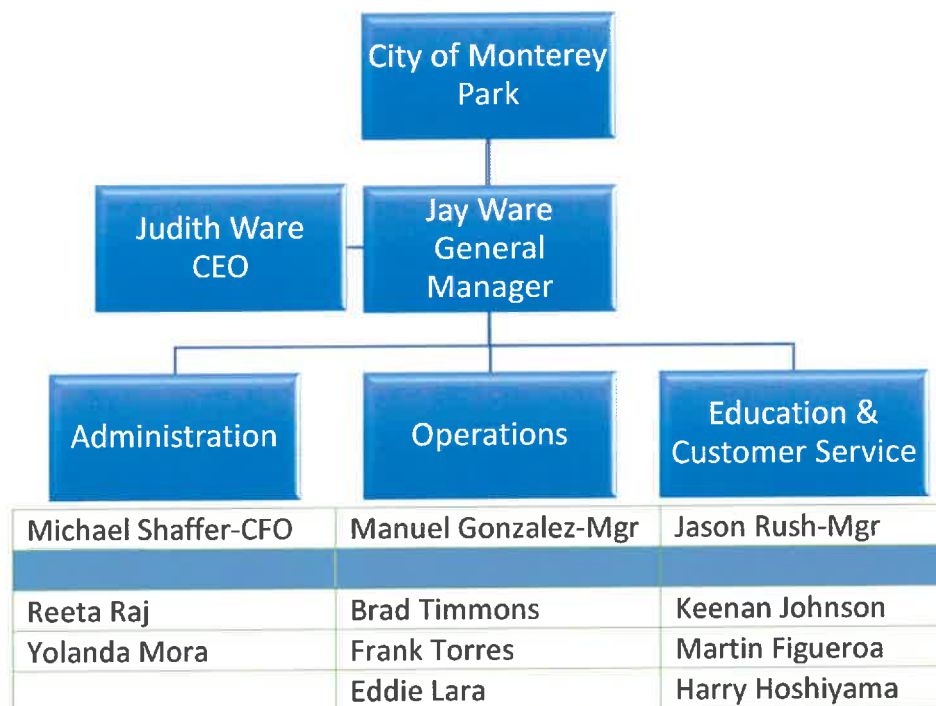
He possesses over 10 years in customer service and large account management. His experience includes accounting/financial management, retail management and construction/inspection management. He will be responsible for supervising all customer relations with the public and businesses in the County. He will directly supervise all Customer Service Representatives (CSRs) involved with the transition and ongoing public relations.

As the Customer Service Relations Manager for Ware Disposal, Mr. Johnson has maintained multiple large volume accounts over the past three years. His customer service skills have created positive relations with the company's clients and seek to provide the best possible service at all times. Mr. Johnson has implemented organizational management tools to promote an accurate and consistent system. He assists in educating and implementing Ware Disposal's recycling programs so the Company's clients are aware of any current state and/or local government measures and/or programs. He possesses superior knowledge of operations as it relates to the solid waste industry.

MARTIN FIGUEROA*Zero Waste Representative Manager*

Mr Martin Figueroa is our Customer Services Manager and our customer service representative for all County of Los Angeles franchises. He oversees over a dozen team members highly trained in customer service. Mr Figueroa has worked for Ware Disposal since June 2018. Besides his managerial role, he performs the following duties:

- Oversee in-house billing & invoicing procedures for high priority accounts (LA County, DOT, School Districts)
- Establish new client accounts into our database
- Generate AR collection reports on a weekly basis to assist both upper management & accounting staff
- Corresponded via email and telephone collecting on past due accounts, resolving disputes and questions, researching misapplied payments
- Answer a high volume of customer relations phone calls
- Process payroll and maintain timecards for approximately 300 employees
- Assist AP with sorting and filing incoming bills, entering invoices in QuickBooks for payment and help maintain a healthy aging
- Assist HR by performing orientations & reporting all accidents/injuries



Section 3.4: Proposed method to identify which containers belong to each commercial customer.

Ware Disposal Inc. will implement the RFID tagging method to identify which containers belong to each commercial customer.

Section 3.5. Exhibit 4, Transition Plan dates and mileposts.

Ware Disposal Inc. has reviewed the draft residential and commercial franchise agreements, specifically Exhibit 4, transition plans. At this time, Ware Disposal Inc. does not offer any proposed changes to the dates specified in Exhibit 4.

Section 3.6: Proposed exceptions to the draft residential and commercial franchise agreements.

Ware Disposal Inc. does not offer any exceptions to the draft residential and commercial franchise agreements and remains willing to proceed to franchise work under those terms.

As part of this response, Ware Disposal Inc. has included the executed residential and commercial signature pages, as requested.

*Section 3.7: Description of the applicant's technical ability to meet the requirements specified in the draft franchise agreements.*a. Background

Ware Disposal, Inc., is the firm's legal name, and is hereinafter referred to as "Ware Disposal", or as the "firm." The firm was founded in 1968, and was legally incorporated as a C-corporation in the State of California on June 14, 1982.

The firm has been continuously operating for 55 years since its establishment. Ware Disposal remains one of the longest standing, locally-owned and operated solid waste and recycling providers in Southern California. Judith Helaine Ware and Ben Marlon Ware are the only owners/stockholders of Ware Disposal, which is a certified Woman-owned business enterprise (WBENC#1700803). As Ms. Ware holds a majority of the stock, she is responsible for the corporation as CEO and President; and she takes an active role in its management.



Ware Disposal is based in Santa Ana, California, and it's ranked as the 37th largest refuse and recycling hauler in the United States according to the industry journal **Waste Today**.

Ware Disposal has significant experience providing franchise service in several communities in Southern California. We are proud to be an existing exclusive franchise residential hauler in three (3) Los Angeles County unincorporated areas (UAs) -- South Whittier, Lennox Garbage Disposal District (GDD), and East Charter Oak -- serving more than 20,000 single-family

units in just those three (3) communities alone.

Below, we identify the names of the jurisdiction, franchise arrangement, and type of services. We collect refuse, recycling and green/organic wastes using clean CNG-fueled vehicles utilizing renewable CNG as per SB 1383 requirements. We possess our own CNG fueling infrastructure at our Fullerton Manhattan location.

Jurisdiction	Franchise Arrangement	Services
South Whittier (LAC-UA)	Residential Exclusive 13,916	Residential 3-cart system
East Charter Oak (LAC-UA)	Residential Exclusive 3,655	Residential 3-cart system
Lennox Garbage Disposal District (LAC-UA)	Residential & Commercial Exclusive 2,213 + 317	Residential 3-cart system & Commercial bin, roll off & carts
County of Los Angeles	San Gabriel Valley West exclusive franchise 788	Commercial bin, roll off & carts
City of Los Angeles	Southeast Zone commercial exclusive 1,929	Commercial bin, roll off & carts
City of Monterey Park	Commercial Semi-Exclusive 77	Commercial bin, roll off & carts
City of Vernon	Commercial Nonexclusive 10	Commercial bin, roll off & carts
City of Pasadena	Commercial Nonexclusive 35	Commercial bin, roll off & carts
City of Montebello	Commercial Nonexclusive 12	Commercial bin, roll off & carts
City of Santa Monica	Commercial Nonexclusive 2	Commercial bin, roll off & carts
City of Santa Fe Springs	Commercial Nonexclusive 2	Commercial bin, roll off & carts
City of Costa Mesa	Commercial Nonexclusive 585	Commercial bin, roll off & carts
City of Irvine	Commercial Nonexclusive 285	Commercial bin, roll off & carts
City of Newport Beach	Commercial Nonexclusive 255	Commercial bin, roll off & carts
City of San Diego	Commercial Nonexclusive 495	Commercial bin, roll off & carts
County of San Diego	Commercial Nonexclusive 25	Commercial bin, roll off & carts
City of Thousand Oaks	Temporary Services 2	Roll off/C&D thru Madison Mat'ls
City of El Segundo	Commercial Nonexclusive 5	Commercial bin, roll off and carts
City of Torrance	Commercial Nonexclusive 60	Commercial bin, roll off and carts

Our terms of service with many of these communities range from a couple of years remaining

to over 10 years.

We provide service to over thirty (30) unified school districts and multiple community college districts via exclusive contracts and recently awarded an exclusive hauling and food waste recovery franchise with the Los Angeles Unified School District (LAUSD).

Section 3.8: Executed City certification statement (Attachment no. 1).

Attached at the conclusion to this response, please find the executed City certification statement, as requested. As part of this response, the applicant certifies that all of the information provided in the application is true and accurate.

Section 3.9: Acknowledgement of Addendum no. 1, 7 February 2024

Ware Disposal Inc. acknowledges the receipt of Addendum no. 1 dated 7 February 2024 and incorporates it as part of its response to this RFA.

CITY OF MONTEREY PARK
ATTACHMENT 3
RATE PROPOSAL FORMS FOR RESIDENTIAL FRANCHISE
Under Option 2: Three-Cart Collection System

Table of Contents

<u>Page</u>	<u>Contents</u>
3-1	Proposed First-Year Rate Revenue for Residential Franchise Under Option 2: Three-Cart Collection System
3-2	Proposed Residential Cart Rates and Rate Revenues Under Option 2: Three-Cart Collection System
3-3	Proposed Residential Bin Collection Rates and Rate Revenues
3-4	Proposed Annual Cost for Abandoned Item Collection

CITY OF MONTEREY PARK
PROPOSED FIRST-YEAR RATE REVENUE FOR RESIDENTIAL FRANCHISE
Under Option 2: Three-Cart Collection System

Proposing Company: **WARE DISPOSAL INC.**

Instructions: Complete this workbook if proposing on Residential Option 2. Enter proposer's name in the above blue, bolded box. Confirm that rate revenue is accurately reflected, based on proposer's proposed rates.

Row	Service Category	Proposed Rate Revenue (1)
1	Proposed Residential Cart Rate Revenue - Under Option 2: Three-Cart Collection System (Attachment 3-2)	\$ 4,957,000
2	Proposed Residential Bin Rate Revenue (Attachment 3-3)	\$ 1,542,000
3	Proposed Annual Cost for Abandoned Item Collection (Attachment 3-4)	\$ 60,000
4	Total First-Year Residential Rate Revenue	\$ 6,559,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

CITY OF MONTEREY PARK
PROPOSED RESIDENTIAL CART RATES AND RATE REVENUES
Under Option 2: Three-Cart Collection System

Proposing Company: WARE DISPOSAL INC.

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations.

Proposed Customer Monthly Rates and Rate Revenues Under Option 2: Three-Cart Collection System

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024 (1)	Service Levels as of July 2023	Proposed Residential Cart Revenue
Residential Cart Services - Three-Cart Collection System				
1	96-Gallon Solid Waste Cart, 96-Gallon Recycling, and 96-Gallon Organics Cart	\$ 29.99	10,062	\$ 301,759
2	96-Gallon Solid Waste Cart, 64-Gallon Recycling, and 64-Gallon Organics Cart	\$ 28.00	1,141	\$ 31,948
3	64-Gallon Solid Waste Cart, 96-Gallon Recycling, and 96-Gallon Organics Cart	\$ 27.87	333	\$ 9,281
4	64-Gallon Solid Waste Cart, 64-Gallon Recycling, and 64-Gallon Organics Cart	\$ 27.00	2,439	\$ 65,853
Extra Black (Solid Waste) Cart (2)				
5	96 Gallons	\$ 10.00	122	\$ 1,220
6	64 Gallons	\$ 8.00	13	\$ 104
7	32 Gallons	\$ 6.00	-	\$ -
Extra Recycling Cart				
8	96 Gallons	\$ 7.50	-	\$ -
9	64 Gallons	\$ 5.50	-	\$ -
10	32 Gallons	\$ 3.50	-	\$ -
Extra Organics Cart				
11	96 Gallons	\$ 9.00	251	\$ 2,259
12	64 Gallons	\$ 7.50	25	\$ 188
13	32 Gallons	\$ 5.00	-	\$ -
Additional Services				
14	Roll-out at no charge to eligible customers	\$ -	172	\$ -
15	Roll-out charge	\$ 25.00	18	\$ 450
16	Extra Exchange	\$ 35.00	N/A	N/A
17	Special Pick-Up Fee for Residential Cart per Section 13.04 of Draft Residential Agreement (per occurrence)	\$ 35.00	N/A	N/A
18	Total Monthly Revenue			\$ 413,062
19	Months per Year			12
20	Total Annual Revenue			\$ 4,956,744
21	Total Annual Revenue, Rounded			\$ 4,957,000

- (1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.
- (2) Assumes that under current service levels, the first extra black cart would be eliminated due to the addition of a recycling cart. Customer levels for an extra black cart were calculated as the sum of extra black carts from customers with 2 or more extra black carts, less the first extra black cart from customers with 2 or more extra black carts.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

**CITY OF MONTEREY PARK
PROPOSED RESIDENTIAL BIN COLLECTION RATES AND RATE REVENUES**

Proposing Company: WARE DISPOSAL INC.

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations.

Proposed Residential Bin Collection Rates and Rate Revenues for Bundled Collection Service

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024 (1)	Service Levels as of July 2023	Proposed Residential Bin Rate Revenue
1 Cubic Yard - Solid Waste				
1	1x/ week	\$ 99.00	-	\$ -
2	2x/ week	\$ 180.00	-	\$ -
3	3x/ week	\$ 255.00	1	\$ 255
4	4x/ week	\$ 320.00	-	\$ -
5	5x/ week	\$ 385.00	-	\$ -
6	6x/ week	\$ 450.00	-	\$ -
2 Cubic Yard - Solid Waste				
7	1x/ week	\$ 111.00	2	\$ 222
8	2x/ week	\$ 188.00	5	\$ 940
9	3x/ week	\$ 290.00	-	\$ -
10	4x/ week	\$ 360.00	-	\$ -
11	5x/ week	\$ 430.00	-	\$ -
12	6x/ week	\$ 500.00	-	\$ -
3 Cubic Yard - Solid Waste				
13	1x/ week	\$ 125.00	185	\$ 23,125
14	2x/ week	\$ 250.00	244	\$ 61,000
15	3x/ week	\$ 360.00	94	\$ 33,840
16	4x/ week	\$ 450.00	19	\$ 8,550
17	5x/ week	\$ 540.00	1	\$ 540
18	6x/ week	\$ 630.00	-	\$ -
19	Special Pick-Up Fee for Residential Bin per Section 13.05 of Draft Residential Agreement	\$ 125.00	N/A	N/A
20	Total Monthly Revenue			\$ 128,472
21	Months per Year			<u>12</u>
22	Total Annual Revenue			\$ 1,541,664
22	Total Annual Revenue, Rounded			\$ 1,542,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

CITY OF MONTEREY PARK
PROPOSED ANNUAL COST FOR ABANDONED ITEM COLLECTION

Proposing Company: WARE DISPOSAL INC.

Instructions: Provide the total annual cost to be charged to the City in blue, bolded box. Confirm accuracy of calculations.

Proposed Annual Cost for Abandoned Item Collection Service			
Row	Service Level	Estimated Service Levels	Proposed Annual Cost (1)
1	Abandoned Item Collection (2)	1,611 Requests in CY 2022	\$ 60,000
(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.			
(2) To be adjusted annually by CPI per Section 17.01 of Draft Residential Agreement.			
Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.			

CITY OF MONTEREY PARK
ATTACHMENT 4
SUPPORTING COST AND OPERATING DATA WORKSHEETS

Table of Contents

<u>Page</u>	<u>Contents</u>
4-1	Projected Residential Annual Revenue Requirement Under Option 2: Three-Cart Collection System
4-2	Projected Residential Routes and Route Hours Under Option 2: Three-Cart Collection System
4-3	Residential Tonnage Diversion Plan
4-4	Proposed Facilities List

CITY OF MONTEREY PARK
PROJECTED RESIDENTIAL ANNUAL REVENUE REQUIREMENT
BASED ON RATE YEAR 2024-25 PRICE LEVELS (1)
Under Option 2: Three-Cart Collection System

Proposing Company: WARE DISPOSAL INC.

Instructions: Fill in blue, bolded boxes.

Row		Residential Cart Service			Residential Bin Service			Abandoned Item Collection	Bulky Item Pickup, Holiday Trees, City-wide Cleanups, Other	TOTAL ANNUAL REVENUE RQMT
		Solid Waste Cart	Recycling Cart	Organics Cart	Solid Waste Bin	Recycling Cart or Bin (if applicable)	Organics Bin or Cart			
1	Operations									
2	Truck Operating Costs (2)	\$ 774,899	\$ 437,601	\$ 437,601	\$ 519,386	\$ 259,693	\$ 259,693	\$ 304,457	\$ 311,257	\$ 3,304,587
3	Transfer Station, Transport, MRF costs, net of recycling revenues	\$ 487,453	\$ 273,063	\$ -	\$ 724,140	\$ 85,500	\$ -	\$ 10,120	\$ 115,000	\$ 1,695,276
4	Organics Processing/Composting Costs	\$ 125,000	\$ -	\$ 445,682	\$ -	\$ -	\$ 65,000	\$ -	\$ 1,250	\$ 636,932
5	Landfill Disposal Costs (3)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Container Depreciation / Amortization Costs	\$ 146,517	\$ 146,517	\$ 146,517	\$ 51,428	\$ 35,000	\$ 17,500	\$ 5,000	\$ 10,000	\$ 558,479
7	Other Operating Costs: (Please describe)									
8	Subtotal: Operations Costs	\$ 1,533,869	\$ 857,181	\$ 1,029,800	\$ 1,294,954	\$ 380,193	\$ 342,193	\$ 319,577	\$ 437,507	\$ 6,195,274
9	Other Costs									
10	General and Administrative									
11	Profit									
12	Annualized Auditing Cost (4)									\$ 305,155
13	Contracting Cost Reimbursement (5)									\$ 565,000
14	Other: (Please describe)									\$ 30,000
15	TOTAL REVENUE REQUIREMENT									\$ 28,571
16	Tons Collected	7,205.00	4,250.00	5,416.00	8,046.00	950.00	520.00	88.00	1,000.00	\$ 6,559,000
17	Operations Cost Per Ton Collected	\$ 212.89	\$ 201.69	\$ 190.14	\$ 160.94	\$ 400.20	\$ 638.06	\$ 3,631.56	\$ 437.51	\$ 27,475.00
18	Revenue Requirement per Ton Collected									\$ 225.49
19	TOTAL REVENUE REQUIREMENT (from Row 15)									\$ 238.73
20	TOTAL RATE REVENUE (from Att. 3-1, Row 4)									\$ 6,559,000
21	DIFFERENCE (Should be \$0)									\$ -

(1) Rate revenue requirement does not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Residential Agreement.

(2) Includes Driver/Helper/Supervisor Wages and Benefits, Vehicle Depreciation and Maintenance, Vehicle Insurance, Fuel, Uniforms and Other Route Costs.

(3) Includes actual disposal costs at landfill, excluding transfer, transport, and MRF costs to be included on Row 3.

(4) Audit fee is \$70,000 per audit. Annualized auditing fee is \$30,000, assuming three (3) audits over the seven (7) year term of the agreement. ((\$70,000*3)/7= \$30,000).

(5) \$200,000 amortized over the seven-year base term of the agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

CITY OF MONTEREY PARK
PROJECTED RESIDENTIAL ROUTES AND ROUTE HOURS
Under Option 2: Three-Cart Collection System

Proposing Company: WARE DISPOSAL INC.

Instructions: Fill in blue, bolded boxes.

Row	Route Type	Routes Per Day						Total Route Days/Week	Hours per Route Per Day (1)	Total Route Hours Per Week (2)	Crew Size Per Truck (3)
		Mon	Tues	Wed	Thurs	Fri	Sat				
1	Residential Cart Solid Waste	3.0	3.0	3.0	3.0	3.0	-	15.0	10.0	150	1
2	Residential Cart Recycling	1.5	1.5	1.5	1.5	1.5	-	7.5	10.0	75	1
3	Residential Cart Organics	1.5	1.5	1.5	1.5	1.5	-	7.5	10.0	75	1
4	Residential Bin Solid Waste	2.0	2.0	2.0	2.0	2.0	1.0	11.0	10.0	110	1
5	Residential Bin or Cart Recycling (if applicable)	0.5	0.5	0.5	0.5	0.5	-	2.5	10.0	25	1
6	Residential Bin or Cart Organics	0.5	0.5	0.5	0.5	0.5	-	2.5	10.0	25	1
7	Other: Bulky item collection program	1.0	1.0	1.0	1.0	1.0	-	5.0	10.0	50	2
8	Other: Abandoned item collection program	1.0	1.0	1.0	1.0	1.0	-	5.0	8.0	40	2
9	Other: _____ [specify]_____							-			
10	Total	11.0	11.0	11.0	11.0	11.0	1.0	56.0		550	

(1) For example: 8, 9, or 10 hours per day.

(2) Total Route Days/Week multiplied by Hours Per Route per Day.

(3) 1 or 2 persons.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

**CITY OF MONTEREY PARK
RESIDENTIAL TONNAGE DIVERSION PLAN**

Proposing Company: WARE DISPOSAL INC.

Instructions: Fill in blue, bolded boxes. Confirm automatic calculations. Proposers must demonstrate how they will reach the required diversion rate for franchisee-collected waste per Section 8.01.B of the Draft Residential Agreement.

Row	Waste Stream	Annual Tons Collected (from Att. 4-1, row 16)	Annual Tons Diverted		Tons Diverted as % of Tons Collected
			Recycling	Organics	
1	Residential Solid Waste Cart	7,205	-	260	4%
2	Residential Recycling Cart	4,250	3,400	-	80%
3	Residential Organics Cart	5,416	-	4,900	90%
4	Residential Solid Waste Bin	8,046	1,205	-	15%
5	Residential Bin or Cart Recycling (if applicable)	950	715	-	75%
6	Residential Bin or Cart Organics	520	-	390	75%
7	Abandoned Item Collection	88	50	-	57%
8	Bulky Item Pickup, Holiday Trees, City-wide Cleanups, Other	1,000	640	10	65%
9	Total	27,475	6,010	5,560	42%

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

**CITY OF MONTEREY PARK
PROPOSED FACILITIES LIST**

Proposing Company: WARE DISPOSAL INC.

Instructions: Fill in blue boxes.

Row	Proposed Facility Type	Facility Name	Required Facility Information	
1	Transfer Facility(ies)	Universal Waste Systems	Address:	9016 Norwalk Blvd., Santa Fe Springs
			Operator:	Universal Waste Systems
			SWIS Number:	19 AA 1140
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL MATERIALS
2	Transfer Facility(ies)	Universal Waste Systems	Address:	2460 East 24th Street, Los Angeles
			Operator:	Universal Waste Systems
			SWIS Number:	19 AA 1251
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL MATERIALS
3	Disposal Facility(ies)	Puente Hills MRF	Address:	2808 S Workman Mill Rd, Whittier
			Operator:	Sanitation Districts of L.A. County
			SWIS Number:	19 AA 1043
			Facility Type:	Transfer/Disposal
			Material Type(s):	ALL BLACK CART MATERIALS
			(If Applicable) Transfer Facility:	N/A
4	Disposal Facility(ies)	Chiquita CYN Landfill	Address:	29201 Henry Mayo Drive, Castaic
			Operator:	Chiquita CYN Inc.
			SWIS Number:	19 AA 0052
			Facility Type:	LANDFILL
			Material Type(s):	ALL BLACK CART MATERIALS
			(If Applicable) Transfer Facility:	N/A
5	C&D Facility(ies)	MADISON MATERIALS	Address:	1035 EAST 4TH STREET, SANTA ANA
			Operator:	MADISON MATERIALS
			SWIS Number:	30 AB 3086
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL C/D MATERIALS
			(If Applicable) Transfer Facility:	N/A
6	C&D Facility(ies)	N/A	Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
7	Organic Materials Processing Facility(ies)	Puente Hills MRF	Address:	2808 S Workman Mill Rd, Whittier
			Operator:	Sanitation Districts of L.A. County
			SWIS Number:	19 AA 1043
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	FOOD+GREEN WASTE
			(If Applicable) Transfer Facility:	N/A
8	Organic Materials Processing Facility(ies)	Universal Waste Systems	Address:	9016 Norwalk Blvd., Santa Fe Springs
			Operator:	Universal Waste Systems
			SWIS Number:	19 AA 1140
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	FOOD+GREEN WASTE
			(If Applicable) Transfer Facility:	N/A
9	Recyclable Materials Processing Facility(ies)	MADISON MATERIALS	Address:	1035 EAST 4TH STREET, SANTA ANA
			Operator:	MADISON MATERIALS
			SWIS Number:	30 AB 3086
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL BLUE CART/BIN MATERIALS
			(If Applicable) Transfer Facility:	N/A
10	Recyclable Materials Processing Facility(ies)	Universal Waste Systems	Address:	9016 Norwalk Blvd., Santa Fe Springs
			Operator:	Universal Waste Systems
			SWIS Number:	19 AA 1044
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL BLUE CART/BIN MATERIALS
			(If Applicable) Transfer Facility:	N/A

**CITY OF MONTEREY PARK
PROPOSED FACILITIES LIST**

Proposing Company: WARE DISPOSAL INC.

Instructions: Fill in blue boxes.

Row	Proposed Facility Type	Facility Name	Required Facility Information	
11	Reusable Materials Processing Facility(ies)	MADISON MATERIALS	Address:	1035 EAST 4TH STREET, SANTA ANA
			Operator:	MADISON MATERIALS
			SWIS Number:	30 AB 3086
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL REUSABLE MATERIALS
			(If Applicable) Transfer Facility:	N/A
12	Reusable Materials Processing Facility(ies)	Universal Waste Systems	Address:	9016 Norwalk Blvd., Santa Fe Springs
			Operator:	Universal Waste Systems
			SWIS Number:	19 AA 1044
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL REUSABLE MATERIALS
			(If Applicable) Transfer Facility:	N/A
13	High Diversion Organic Waste Processing Facility	NONE KNOWN AT PRESENT	Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
14	Other: BULKY, ABANDONED, HOLIDAY TREE COLLECTION PROGRAM FACILITY	MADISON MATERIALS	Address:	1035 EAST 4TH STREET, SANTA ANA
			Operator:	MADISON MATERIALS
			SWIS Number:	30 AB 3086
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL ABANDONED, BULK AND TREES
			(If Applicable) Transfer Facility:	N/A

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

CITY OF MONTEREY PARK
ATTACHMENT 3
RATE PROPOSAL FORMS FOR COMMERCIAL FRANCHISE

Table of Contents

<u>Page</u>	<u>Contents</u>
3-1	Proposed First-Year Rate Revenue for Commercial Franchise
3-2	Proposed Commercial Bin Rates and Rate Revenues
3-3	Commercial Recycling and Organics Container Service Levels at No Additional Charge
3-4	Proposed Roll-Off and Temporary Bin Rates and Rate Revenues
3-5	Proposed Rates and Rate Revenues for Extra Services
3-6	Proposed Rates and Rate Revenues for Street Containers

CITY OF MONTEREY PARK
PROPOSED FIRST-YEAR RATE REVENUE FOR COMMERCIAL FRANCHISE

Proposing Company: **WARE DISPOSAL INC.**

Instructions: Enter proposer's name in the above blue, bolded box. Confirm that rate revenue is accurately reflected based on proposer's proposed rates.

Row	Service Category	Proposed Rate Revenue (1)
1	Commercial Bin Rate Revenue (Attachment 3-2)	\$ 2,024,000
2	Roll-Off and Temporary Bin Rate Revenue (Attachment 3-4)	\$ 88,000
3	Extra Services Rate Revenue (Attachment 3-5)	\$ 295,000
4	Street Containers Revenue (Attachment 3-6)	\$ 54,000
5	Total Annual Commercial and Roll-Off Rate Revenue	\$ 2,461,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

**CITY OF MONTEREY PARK
PROPOSED BIN RATES AND RATE REVENUES
FOR COMMERCIAL AND CITY FACILITIES**

Proposing Company: WARE DISPOSAL INC.

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations. Container counts include collection services for City facilities.

Proposed Customer Monthly Bin Rates and Rate Revenues (1)

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024	Service Levels as of July 2023	Proposed Rate Revenue
Customers without Organics - Includes solid waste collection and disposal and recycling services.				
	1.5 CY Solid Waste Bin			
1	1x/week	\$ 99.00	67	\$ 6,633
2	2x/week	\$ 180.00	-	\$ -
3	3x/week	\$ 245.00	-	\$ -
4	4x/week	\$ 300.00	-	\$ -
5	5x/week	\$ 355.00	-	\$ -
6	6x/week	\$ 410.00	-	\$ -
7	7x/week	\$ 525.00	-	\$ -
	2 CY Solid Waste Bin			
8	1x/week	\$ 109.00	12	\$ 1,308
9	2x/week	\$ 191.00	1	\$ 191
10	3x/week	\$ 269.00	-	\$ -
11	4x/week	\$ 329.00	-	\$ -
12	5x/week	\$ 389.00	-	\$ -
13	6x/week	\$ 449.00	-	\$ -
14	7x/week	\$ 564.00	-	\$ -
	3 CY Solid Waste Bin			
15	1x/week	\$ 119.00	27	\$ 3,213
16	2x/week	\$ 210.00	10	\$ 2,100
17	3x/week	\$ 308.00	15	\$ 4,620
18	4x/week	\$ 378.00	1	\$ 378
19	5x/week	\$ 448.00	-	\$ -
20	6x/week	\$ 518.00	5	\$ 2,590
21	7x/week	\$ 633.00	1	\$ 633

**CITY OF MONTEREY PARK
PROPOSED BIN RATES AND RATE REVENUES
FOR COMMERCIAL AND CITY FACILITIES**

Proposing Company: WARE DISPOSAL INC.

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations. Container counts include collection services for City facilities.

Proposed Customer Monthly Bin Rates and Rate Revenues (1)

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024	Service Levels as of July 2023	Proposed Rate Revenue
	4 CY Solid Waste Bin			
22	1x/week	\$ 145.00	5	\$ 725
23	2x/week	\$ 263.00	2	\$ 526
24	3x/week	\$ 338.00	8	\$ 2,704
25	4x/week	\$ 413.00	1	\$ 413
26	5x/week	\$ 488.00	3	\$ 1,464
27	6x/week	\$ 563.00	9	\$ 5,067
28	7x/week	\$ 678.00	1	\$ 678

Customer-Owned Compactor Bin Service without Organics - Includes the cost for recycling services provided to customers and the cost of disposal of non-recyclable materials.

	2 CY Solid Waste Compactor			
29	1x/week	\$ 179.85	-	\$ -
30	2x/week	\$ 315.15	-	\$ -
31	3x/week	\$ 443.85	-	\$ -
32	4x/week	\$ 542.85	-	\$ -
33	5x/week	\$ 641.85	-	\$ -
34	6x/week	\$ 740.85	-	\$ -
35	7x/week	\$ 930.60	-	\$ -
	3 CY Solid Waste Compactor			
36	1x/week	\$ 196.35	-	\$ -
37	2x/week	\$ 346.50	-	\$ -
38	3x/week	\$ 508.20	-	\$ -
39	4x/week	\$ 623.70	-	\$ -
40	5x/week	\$ 739.20	-	\$ -
41	6x/week	\$ 854.70	-	\$ -
42	7x/week	\$ 1,044.45	-	\$ -

**CITY OF MONTEREY PARK
PROPOSED BIN RATES AND RATE REVENUES
FOR COMMERCIAL AND CITY FACILITIES**

Proposing Company: WARE DISPOSAL INC.

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations. Container counts include collection services for City facilities.

Proposed Customer Monthly Bin Rates and Rate Revenues (1)

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024	Service Levels as of July 2023	Proposed Rate Revenue
Customers with Organics - Includes solid waste collection and disposal, recycling service, and organics recycling service.				
	1.5 CY Solid Waste Bin			
43	1x/week	\$ 133.65	8	\$ 1,069
44	2x/week	\$ 243.00	-	\$ -
45	3x/week	\$ 330.75	-	\$ -
46	4x/week	\$ 405.00	-	\$ -
47	5x/week	\$ 479.25	-	\$ -
48	6x/week	\$ 553.50	-	\$ -
49	7x/week	\$ 708.75	-	\$ -
	2 CY Solid Waste Bin			
50	1x/week	\$ 147.15	42	\$ 6,180
51	2x/week	\$ 257.85	1	\$ 258
52	3x/week	\$ 363.15	1	\$ 363
53	4x/week	\$ 444.15	-	\$ -
54	5x/week	\$ 525.15	-	\$ -
55	6x/week	\$ 606.15	1	\$ 606
56	7x/week	\$ 761.40	-	\$ -
	3 CY Solid Waste Bin			
57	1x/week	\$ 160.65	137	\$ 22,009
58	2x/week	\$ 283.50	61	\$ 17,294
59	3x/week	\$ 415.80	51	\$ 21,206
60	4x/week	\$ 510.30	18	\$ 9,185
61	5x/week	\$ 604.80	27	\$ 16,330
62	6x/week	\$ 699.30	30	\$ 20,979
63	7x/week	\$ 854.55	-	\$ -

**CITY OF MONTEREY PARK
PROPOSED BIN RATES AND RATE REVENUES
FOR COMMERCIAL AND CITY FACILITIES**

Proposing Company: WARE DISPOSAL INC.

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations. Container counts include collection services for City facilities.

Proposed Customer Monthly Bin Rates and Rate Revenues (1)

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024	Service Levels as of July 2023	Proposed Rate Revenue
	4 CY Solid Waste Bin			
64	1x/week	\$ 195.75	3	\$ 587
65	2x/week	\$ 355.05	3	\$ 1,065
66	3x/week	\$ 456.30	5	\$ 2,282
67	4x/week	\$ 557.55	4	\$ 2,230
68	5x/week	\$ 658.80	10	\$ 6,588
69	6x/week	\$ 760.05	7	\$ 5,320
70	7x/week	\$ 915.30	2	\$ 1,831
Customer-Owned Compactor Bin Service with Organics- Includes solid waste collection and disposal, recycling service, and organics recycling service.				
	2 CY Solid Waste Compactor			
71	1x/week	\$ 269.78	-	\$ -
72	2x/week	\$ 472.73	-	\$ -
73	3x/week	\$ 665.78	-	\$ -
74	4x/week	\$ 814.28	-	\$ -
75	5x/week	\$ 962.78	-	\$ -
76	6x/week	\$ 1,111.28	-	\$ -
77	7x/week	\$ 1,395.90	-	\$ -
	3 CY Solid Waste Compactor			
78	1x/week	\$ 294.53	-	\$ -
79	2x/week	\$ 519.75	-	\$ -
80	3x/week	\$ 762.30	-	\$ -
81	4x/week	\$ 935.55	-	\$ -
82	5x/week	\$ 1,108.80	-	\$ -
83	6x/week	\$ 1,282.05	-	\$ -
84	7x/week	\$ 1,566.68	-	\$ -

**CITY OF MONTEREY PARK
PROPOSED BIN RATES AND RATE REVENUES
FOR COMMERCIAL AND CITY FACILITIES**

Proposing Company: WARE DISPOSAL INC.

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations. Container counts include collection services for City facilities.

Proposed Customer Monthly Bin Rates and Rate Revenues (1)

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024	Service Levels as of July 2023	Proposed Rate Revenue
85	Total Monthly Revenue			\$ 168,625
86	Months per Year			12
87	Total Annual Revenue			\$ 2,023,500
88	Total Annual Revenue, Rounded			\$ 2,024,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

CITY OF MONTEREY PARK
RECYCLING AND ORGANICS CONTAINER SERVICE LEVELS AT NO ADDITIONAL CHARGE
FOR COMMERCIAL AND CITY FACILITIES
AS OF JULY 2023

Proposing Company: WARE DISPOSAL INC.

Instructions: Please review the number of containers subscribed to each of the recycling and organics service levels at no additional charge. Container counts includes collection services for City facilities.

Row	Recycling Containers	Service Levels as of July 2023
	35-Gallon Recycling Cart	
1	1x/week	-
2	2x/week	-
3	3x/week	-
4	4x/week	-
5	5x/week	-
6	6x/week	-
7	7x/week	-
	65-Gallon Recycling Cart	
8	1x/week	-
9	2x/week	-
10	3x/week	-
11	4x/week	-
12	5x/week	-
13	6x/week	-
14	7x/week	-
	95-Gallon Recycling Cart	
15	1x/week	49
16	2x/week	1
17	3x/week	3
18	4x/week	-
19	5x/week	-
20	6x/week	-
21	7x/week	-

CITY OF MONTEREY PARK
RECYCLING AND ORGANICS CONTAINER SERVICE LEVELS AT NO ADDITIONAL CHARGE
FOR COMMERCIAL AND CITY FACILITIES
AS OF JULY 2023

Proposing Company: WARE DISPOSAL INC.

Instructions: Please review the number of containers subscribed to each of the recycling and organics service levels at no additional charge. Container counts includes collection services for City facilities.

Row	Recycling Containers	Service Levels as of July 2023
	1.5 CY Recycling Bin	
22	1x/week	6
23	2x/week	1
24	3x/week	-
25	4x/week	-
26	5x/week	-
27	6x/week	-
28	7x/week	-
	2 CY Recycling Bin	
29	1x/week	6
30	2x/week	-
31	3x/week	-
32	4x/week	-
33	5x/week	-
34	6x/week	-
35	7x/week	-
	3 CY Recycling Bin	
36	1x/week	22
37	2x/week	6
38	3x/week	9
39	4x/week	3
40	5x/week	1
41	6x/week	-
42	7x/week	-
	4 CY Recycling Bin	
43	1x/week	1
44	2x/week	-
45	3x/week	1
46	4x/week	-
47	5x/week	-
48	6x/week	-
49	7x/week	1

CITY OF MONTEREY PARK
RECYCLING AND ORGANICS CONTAINER SERVICE LEVELS AT NO ADDITIONAL CHARGE
FOR COMMERCIAL AND CITY FACILITIES
AS OF JULY 2023

Proposing Company: WARE DISPOSAL INC.

Instructions: Please review the number of containers subscribed to each of the recycling and organics service levels at no additional charge. Container counts includes collection services for City facilities.

Row	Recycling Containers	Service Levels as of July 2023
	35-Gallon Organics Cart	
50	1x/ week	41
51	2x/ week	-
52	3x/ week	-
53	4x/ week	-
54	5x/ week	-
55	6x/ week	-
56	7x/ week	-
	65-Gallon Organics Cart	
57	1x/ week	161
58	2x/ week	-
59	3x/ week	5
60	4x/ week	-
61	5x/ week	-
62	6x/ week	-
63	7x/ week	-
	95-Gallon Organics Cart	
64	1x/ week	5
65	2x/ week	-
66	3x/ week	-
67	4x/ week	-
68	5x/ week	-
69	6x/ week	-
70	7x/ week	-
	1.5 CY Organics Bin	
71	1x/ week	-
72	2x/ week	-
73	3x/ week	-
74	4x/ week	-
75	5x/ week	-
76	6x/ week	-
77	7x/ week	-

CITY OF MONTEREY PARK
RECYCLING AND ORGANICS CONTAINER SERVICE LEVELS AT NO ADDITIONAL CHARGE
FOR COMMERCIAL AND CITY FACILITIES
AS OF JULY 2023

Proposing Company: WARE DISPOSAL INC.

Instructions: Please review the number of containers subscribed to each of the recycling and organics service levels at no additional charge. Container counts includes collection services for City facilities.

Row	Recycling Containers	Service Levels as of July 2023
	2 CY Organics Bin	
78	1x/week	-
79	2x/week	3
80	3x/week	-
81	4x/week	-
82	5x/week	-
83	6x/week	-
84	7x/week	-
	3 CY Organics Bin	
85	1x/week	1
86	2x/week	-
87	3x/week	-
88	4x/week	-
89	5x/week	-
90	6x/week	-
91	7x/week	-

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

CITY OF MONTEREY PARK
PROPOSED ROLL-OFF AND TEMPORARY BIN RATES AND RATE REVENUES

Proposing Company: WARE DISPOSAL INC.

Instructions: Provide customer rates in blue, bolded boxes. The rate revenues should automatically calculate. Confirm accuracy of calculations.

Proposed Roll-Off and Temporary Bin Rates and Rate Revenues

Row	Service Level	Proposed Customer Rate Effective 9/1/2024 (1)	Service Levels from July 2022 - June 2023	Proposed Annual Rate Revenue
Mixed Waste Roll-Off Service - Includes container delivery and removal, the cost of any recycling services provided to customer, and disposal of non-recyclable materials.				
1	20-yd (Up to 3 tons)	\$ 505.00	15	\$ 7,575
2	30-yd (Up to 4 tons)	\$ 605.00	17	\$ 10,285
3	40-yd (Up to 5 tons)	\$ 705.00	23	\$ 16,215
4	Disposal per Ton Over Flat Rate tons	\$ 92.50	-	\$ -
Customer-Owned Compactor Roll-Off Service - Includes the cost of any recycling services provided to the customer and disposal of non-recyclable materials.				
5	20-yd (Up to 4 tons)	\$ 555.00	-	\$ -
6	30-yd (Up to 6 tons)	\$ 625.00	4	\$ 2,500
7	35-yd (Up to 7 tons)	\$ 725.00	1	\$ 725
8	40-yd (Up to 8 tons)	\$ 750.00	3	\$ 2,250
9	Disposal per Ton Over Flat Rate Tons	\$ 92.50	-	\$ -
10	Rocket Launcher per hour (4-hour minimum) (2)	\$ 175.00	N/A	N/A
11	Compactor Wash-Out	\$ 325.00	N/A	N/A
Roll-Off Service for Inert Material - Includes container delivery and removal, the cost of any recycling services provided to the customer, and disposal of non-recyclable materials.				
12	10-yd	\$ 495.00	27	\$ 13,365
Roll-Off Service for C&D Debris Material - Includes container delivery and removal, the cost of any recycling services provided to the customer, and disposal of non-recyclable materials.				
13	40-yd (All sizes up to 40-yd)	\$ 750.00	35	\$ 26,250
Roll-Off Service for Special City Waste - Includes container delivery and removal, the cost of any recycling services provided to the customer, and disposal of non-recyclable materials.				
14	10-yd Carbon Waste	\$ 1,000.00	4	\$ 4,000
15	10-yd Asbestos Pipe Disposal	\$ 1,000.00	-	\$ -
Temporary Bin Service				
16	3-yd Temp Bin Service	\$ 125.00	72	\$ 9,000
17	Total Annual Revenue			\$ 88,165
18	Total Annual Revenue, Rounded			\$ 88,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

(2) When a roll-off container is extremely overweight, a rocket launcher service is contracted. A rocket launcher is a specialized truck used to service heavy roll-off containers.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

CITY OF MONTEREY PARK
PROPOSED RATES AND RATE REVENUES FOR EXTRA SERVICES

Proposing Company: WARE DISPOSAL INC.

Instructions: Provide monthly customer rates in blue, bolded boxes. The rate revenue should automatically calculate. Confirm accuracy of calculations.

Proposed Rates and Rate Revenues For Extra Services

Row	Service Level	Proposed Customer Monthly Rate Effective 9/1/2024	Service Levels as of July 2023	Proposed Rate Revenue
1	Push-out Service per Bin per Month	\$ 35.00	661	\$ 23,135
2	Lock Lids per Container per Month	\$ 20.00	72	\$ 1,440
3	Lock Lid Installation (one time per installation)	\$ 35.00	N/A	N/A
4	Extra Cart Service (per cart per occurrence)	\$ 35.00	N/A	N/A
5	1.5-yd Bin Extra Service	\$ 65.00	N/A	N/A
6	2-yd Bin Extra Service	\$ 75.00	N/A	N/A
7	3-yd Bin Extra Service	\$ 85.00	N/A	N/A
8	4-yd Bin Extra Service	\$ 95.00	N/A	N/A
9	Overflowing Bin (per bin per occurrence)	\$ 90.00	N/A	N/A
10	Overweight Bin (per bin per occurrence)	\$ 90.00	N/A	N/A
11	Dead Run or Go Back (Bin)	\$ 75.00	N/A	N/A
12	Bin Exchange or Wash Out	\$ 100.00	N/A	N/A
13	Bulky Item Collection: Rate per Item	\$ 35.00	N/A	N/A
14	Customer Bin Fabrication (per Cubic Yard)	\$ 300.00	N/A	N/A
15	Replacement of Burned Bin (per Bin)	\$ 625.00	N/A	N/A
16	Roll-off Dead Run or Go Back	\$ 125.00	N/A	N/A
17	Roll-off Container Relocation	\$ 100.00	N/A	N/A
18	Declined Payment	\$ 45.00	N/A	N/A
19	Stop Service	\$ 45.00	N/A	N/A
20	Service Reinstatement	\$ 45.00	N/A	N/A
21	Total Monthly Revenue			\$ 24,575
22	Months per Year			12
23	Total Annual Revenue			\$ 294,900
24	Total Annual Revenue, Rounded			\$ 295,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

**CITY OF MONTEREY PARK
PROPOSED RATES AND RATE REVENUES FOR STREET CONTAINERS**

Proposing Company: WARE DISPOSAL INC.

Instructions: Provide total rate per location in blue, bolded box. The rate revenue should automatically calculate. Confirm accuracy of calculations.

Proposed Rates and Rate Revenues For Street Containers

Row	Service Level	Total Proposed Monthly Rate per Location (1)	Number of Locations as of July 2023	Proposed Rate Revenue
1	Street Containers Serviced 6x/week (2)	\$ 30.00	150	\$ 4,500
2	Months per Year			12
3	Total Annual Revenue			\$ 54,000
4	Total Annual Revenue, Rounded			\$ 54,000

(1) Customer rates do not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.

(2) To be adjusted annually by CPI per Section 17.01 of the Draft Commercial Agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

CITY OF MONTEREY PARK
ATTACHMENT 4
SUPPORTING COST AND OPERATING DATA WORKSHEETS

Table of Contents

<u>Page</u>	<u>Contents</u>
4-1	Projected Commercial Annual Revenue Requirement
4-2	Projected Commercial Routes and Route Hours
4-3	Commercial Tonnage Diversion Plan
4-4	Proposed Facilities List

CITY OF MONTEREY PARK
PROJECTED ANNUAL REVENUE REQUIREMENT
BASED ON RATE YEAR 2024-25 PRICE LEVELS (1)
COMMERCIAL COLLECTION SERVICES

Proposing Company: WARE DISPOSAL INC.

Instructions: Fill in blue, bolded boxes.

Row		Commercial Service			Street Container	TOTAL ANNUAL REVENUE RQMT
		Solid Waste	Organics	Recycling (if applicable)		
1	Operations					
2	Truck Operating Costs (2)	\$ 585,204	\$ 168,076	\$ 224,102	\$ 96,641	\$ 1,074,023
3	Transfer Station, Transport, MRF costs, net of recycling revenues	\$ 189,700	\$ -	\$ 193,316	\$ 525	\$ 383,541
4	Organics Processing/ Composting Costs	\$ 130,000	\$ 43,750	\$ 10,000	\$ -	\$ 183,750
5	Landfill Disposal Costs (3)	\$ 421,235	\$ -	\$ 138,710	\$ 1,170	\$ 561,115
6	Container Depreciation/ Amortization Costs	\$ 40,000	\$ 15,000	\$ 20,000	\$ -	\$ 75,000
7	Other Operating Costs: (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -
8	Subtotal: Operations Costs	\$ 1,366,139	\$ 226,826	\$ 586,128	\$ 98,336	\$ 2,277,429
9	Other Costs					
10	General and Administrative					\$ 125,000
11	Profit					\$ 175,000
12	Annualized Auditing Cost (4)					\$ 30,000
13	Contracting Cost Reimbursement (5)					\$ 28,571
14	Other: (please describe)					\$ -
15	TOTAL REVENUE REQUIREMENT					\$ 2,461,000
16	Tons Collected	12,054.00	350.00	5,336.00	25.00	17,765.00
17	Operations Cost Per Ton Collected	\$ 113.33	\$ 648.07	\$ 109.84	\$ 3,933.44	\$ 128.20
18	Revenue Requirement per Ton Collected					\$ 138.53

19	TOTAL REVENUE REQUIREMENT (from Row 15)					\$ 2,461,000
20	TOTAL RATE REVENUE (from Att. 3-1, Row 5)					\$ 2,461,000
21	DIFFERENCE (Should be \$0)					\$ -

- (1) Rate revenue requirement does not include any administrative, or other, fee that the City may require identified in Section 17.02.B of the Draft Commercial Agreement.
(2) Includes Driver/ Helper/ Supervisor Wages and Benefits, Vehicle Depreciation and Maintenance, Vehicle Insurance, Fuel, Uniforms and Other Route Costs.
(3) Includes actual disposal costs at landfill, excluding transfer, transport, and MRF costs to be included in Row 3.
(4) Audit fee is \$70,000 per audit. Annualized auditing fee is \$30,000, assuming three (3) audits over the seven (7) year term of the agreement. $(\$70,000 * 3) / 7 = \$30,000$.
(5) \$200,000 amortized over the seven-year base term of the agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

**CITY OF MONTEREY PARK
PROJECTED ROUTES AND ROUTE HOURS
COMMERCIAL COLLECTION SERVICES**

Proposing Company: WARE DISPOSAL INC.

Instructions: Fill in blue, bolded boxes.

Row	Route Type	Routes Per Day							Total Route Days/Week	Hours per Route Per Day (1)	Total Route Hours Per Week (2)	Crew Size Per Truck (3)
		Sun	Mon	Tues	Wed	Thurs	Fri	Sat				
1	Commercial Cart Organic Waste	-	1.0	1.0	1.0	1.0	1.0	0.5	5.5	10.0	55	1
2	Commercial Cart Recycling (if applicable)	-	0.3	0.3	0.3	0.3	0.2	-	1.2	10.0	12	1
3	Commercial Bin Solid Waste	0.3	3.0	3.0	3.0	3.0	3.0	2.0	17.3	10.0	173	1
4	Commercial Bin Organic Waste	-	0.3	0.3	0.3	0.3	0.3	-	1.3	10.0	13	1
5	Commercial Bin Recycling (if applicable)	-	1.0	1.0	1.0	1.0	1.0	-	5.0	10.0	50	1
6	Street Container Pickup	-	1.0	1.0	1.0	1.0	1.0	1.0	6.0	8.0	48	1
7	Other: Scout Route	-	2.0	2.0	2.0	2.0	2.0	1.0	11.0	10.0	110	1
8	Other: Roll Off Truck Route	-	1.0	1.0	1.0	1.0	1.0	1.0	6.0	9.0	54	1
9	Total	0.3	9.5	9.5	9.5	9.5	9.5	5.5	53.2		515	

(1) For example: 8, 9, or 10 hours per day.

(2) Total Route Days/Week multiplied by Hours Per Route per Day.

(3) 1 or 2 persons.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

**CITY OF MONTEREY PARK
TONNAGE DIVERSION PLAN
COMMERCIAL COLLECTION SERVICES**

Proposing Company: WARE DISPOSAL INC.

Instructions: Fill in blue, bolded boxes. Confirm automatic calculations. Proposers must demonstrate how they will reach the required diversion rate for franchisee-collected waste per Section 8.01.B of the Draft Commercial Agreement.

Row	Waste Stream	Annual Tons Collected (from Att. 4-1, row 16)	Annual Tons Diverted			Tons Diverted as % of Tons Collected
			Recycling	Organics	Total Diverted	
1	Commercial Solid Waste	12,054	2,995	1,040	4,035	33%
2	Commercial Organic Waste	350	-	280	280	80%
3	Commercial Recycling (if applicable)	5,336	3,122	80	3,202	60%
4	Street Container Pickup	25	7	-	7	28%
5	Total	17,765	6,124	1,400	7,524	42%

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

**CITY OF MONTEREY PARK
PROPOSED FACILITIES LIST**

Proposing Company: WARE DISPOSAL INC.

Instructions: Fill in blue boxes.

Row	Proposed Facility Type	Facility Name	Required Facility Information	
1	Transfer Facility	Universal Waste Systems	Address:	9016 Norwalk Blvd., Santa Fe Springs
			Operator:	Universal Waste Systems
			SWIS Number:	19 AA 1140
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL MATERIALS
2	Transfer Facility	Universal Waste Systems	Address:	2460 East 24th Street, Los Angeles
			Operator:	Universal Waste Systems
			SWIS Number:	19 AA 1251
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL MATERIALS
3	Disposal Facility	Pueente Hills MRF	Address:	2808 S Workman Mill Rd, Whittier
			Operator:	Sanitation Districts of L.A. County
			SWIS Number:	19 AA 1043
			Facility Type:	Transfer/Disposal
			Material Type(s):	ALL BLACK CART MATERIALS
4	Disposal Facility	Chiquita CYN Landfill	(If Applicable) Transfer Facility:	N/A
			Address:	29201 Henry Mayo Drive, Castaic
			Operator:	Chiquita CYN Inc.
			SWIS Number:	19 AA 0052
			Facility Type:	LANDFILL
5	C&D Facility	MADISON MATERIALS	Material Type(s):	ALL BLACK CART MATERIALS
			(If Applicable) Transfer Facility:	N/A
			Address:	1035 EAST 4TH STREET, SANTA ANA
			Operator:	MADISON MATERIALS
			SWIS Number:	30 AB 3086
6	C&D Facility	N/A	Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL C/D MATERIALS
			(If Applicable) Transfer Facility:	N/A
			Address:	
			Operator:	
7	Organic Materials Processing Facility	Pueente Hills MRF	SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
			Address:	2808 S Workman Mill Rd, Whittier
8	Organic Materials Processing Facility	Universal Waste Systems	Operator:	Sanitation Districts of L.A. County
			SWIS Number:	19 AA 1043
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	FOOD+GREEN WASTE
			(If Applicable) Transfer Facility:	N/A
9	Recyclable Materials Processing Facility	MADISON MATERIALS	Address:	9016 Norwalk Blvd., Santa Fe Springs
			Operator:	Universal Waste Systems
			SWIS Number:	19 AA 1140
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	FOOD+GREEN WASTE
10	Recyclable Materials Processing Facility	Universal Waste Systems	(If Applicable) Transfer Facility:	N/A
			Address:	1035 EAST 4TH STREET, SANTA ANA
			Operator:	MADISON MATERIALS
			SWIS Number:	30 AB 3086
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL BLUE CART/BIN MATERIALS
			(If Applicable) Transfer Facility:	N/A
			Address:	9016 Norwalk Blvd., Santa Fe Springs
			Operator:	Universal Waste Systems
			SWIS Number:	19 AA 1044
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL BLUE CART/BIN MATERIALS
			(If Applicable) Transfer Facility:	N/A
			Address:	
			Operator:	

**CITY OF MONTEREY PARK
PROPOSED FACILITIES LIST**

Proposing Company: WARE DISPOSAL INC.

Instructions: Fill in blue boxes.

Row	Proposed Facility Type	Facility Name	Required Facility Information	
11	Reusable Materials Processing Facility	MADISON MATERIALS	Address:	1035 EAST 4TH STREET, SANTA ANA
			Operator:	MADISON MATERIALS
			SWIS Number:	30 AB 3086
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL REUSABLE MATERIALS
			(If Applicable) Transfer Facility:	N/A
12	Reusable Materials Processing Facility	Universal Waste Systems	Address:	9016 Norwalk Blvd., Santa Fe Springs
			Operator:	Universal Waste Systems
			SWIS Number:	19 AA 1044
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL REUSABLE MATERIALS
			(If Applicable) Transfer Facility:	N/A
13	High Diversion Organic Waste Processing Facility	NONE KNOWN AT PRESENT	Address:	
			Operator:	
			SWIS Number:	
			Facility Type:	
			Material Type(s):	
			(If Applicable) Transfer Facility:	
14	Other: ____[specify]____	MADISON MATERIALS	Address:	1035 EAST 4TH STREET, SANTA ANA
			Operator:	MADISON MATERIALS
			SWIS Number:	30 AB 3086
			Facility Type:	LARGE VOLUME TRANSFER STATION
			Material Type(s):	ALL ABANDONED, BULK AND TREES
			(If Applicable) Transfer Facility:	N/A

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.



ATTACHMENT 1

CERTIFICATION STATEMENT

Ware Disposal Inc. ("The Company") has submitted an application to the City of Monterey Park (the City) for a:

Initial on the lines below based on the franchise(s) for which an application was submitted.

JHW Residential Waste Collection and Recycling Franchise

JHW Commercial Waste Collection and Recycling Franchise

The individual signing below certifies on behalf of the Company that:

1. The Company understands that any franchise awarded by the City will be citywide, and not limited to zones or areas within the City.
2. The Company previously submitted a statement of qualifications in response to a request for qualifications issued by the City and has been notified by the City that the Company has been qualified to submit this application.
3. The Company's statement of qualifications previously submitted to the City is incorporated into, and is part of this application for a franchise.
4. The Company has reviewed the actual service conditions and requirements in the City, and has read and understands the request for applications and franchise agreements provided by the City, and based on its independent judgment, it has the skills, resources, financial capability, and experience required to successfully provide the services described in these documents.
5. The Company acknowledges that the City has used the best information available to it when preparing the application cost forms, and that the actual number of customers to be served and the quantities of waste and materials to be collected by a franchisee may differ from the service requirements provided in the application cost forms.
6. The Company has based the collection, processing, and disposal costs entered into the application cost forms on the Company's total costs for satisfying all of the requirements listed in the franchise agreements.
7. The application submitted to the City does not contain any false, misleading, or inaccurate information, statements, or facts.
8. When preparing its application, the Company has not colluded with any other companies that, to the best of its knowledge, intended to submit an application for a franchise to the City.
9. The Company has adhered to the communication protocols specified in the instructions to the Request for Applications.

Request for Applications for a Waste Collection and Recycling Franchise
from the City of Monterey Park, CA



10. The Company fully understands all of the requirements of the agreement(s) for the franchise for which it has submitted an application. If awarded a franchise by the City, the Company is prepared to execute the agreement for that franchise following finalization of the agreement with the City Manager, in a form approved by the City Attorney, which may include, based on the City's sole discretion, the Company's proposed exceptions.
11. The Company understands the basis upon which franchises will be awarded as described in Section 6.09.070 of the City of Monterey Park municipal code and in the City's request for applications, and accepts that this is the sole basis upon which the City will award franchises.

I certify and declare under penalty of perjury, that the foregoing is true and correct.

 _____ Signature of corporate officer or official	14 February 2024 _____ Date
JUDITH HELAINE WARE _____ Printed name	PRESIDENT/CEO _____ Title
_____ Signature of corporate officer or official of parent company if applicable	_____ Date
_____ Printed name	_____ Title

issued from dispatch, Customer service logs and account notes, and work force and bargaining agreements, do not constitute proprietary information or trade secrets and must be made available to the Administrator or their designee upon request and within five Working Days.

Section 30.12 Transition to Next Discarded Materials Enterprise. If in the final 12 months of the period during which Franchisee is to provide Collection services under this Agreement, Franchisee and City have not entered into a succeeding agreement, Franchisee must cooperate fully with City and the subsequent Discarded Materials enterprise(s), Franchisee(s), licensee(s), permittee(s), or other Person providing services similar to the services so as to assure an efficient, orderly, timely, and effective transition. In that regard, Franchisee agrees to make available to City and to prospective proposers in any competitive process used by City to select a successor, route maps, customer lists, and all other records requested by City.

[SIGNATURES FOLLOW]

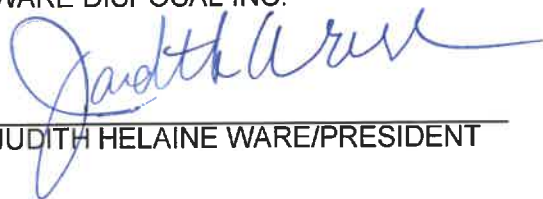
IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

City OF MONTEREY PARK

Title: Mayor

Title:

WARE DISPOSAL INC.



JUDITH HELAINE WARE/PRESIDENT

Franchisee and City have not entered into a succeeding agreement, Franchisee must cooperate fully with City and the subsequent Discarded Materials enterprise(s), Franchisee(s), licensee(s), permittee(s), or other Person providing services similar to the services so as to assure an efficient, orderly, timely, and effective transition. In that regard, Franchisee agrees to make available to City and to prospective proposers in any competitive process used by City to select a successor, route maps, customer lists, and all other records requested by City.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

City OF MONTEREY PARK

Title: Mayor

Title:

ATTEST:

WARE DISPOSAL INC.

, City Clerk


JUDITH HELAINE WARE/PRESIDENT

APPROVED AS TO FORM:

By: _____
Karl H. Berger,
City Attorney



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council
FROM: Maychelle Yee, City Clerk
SUBJECT: Minutes

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the minutes from the regular meeting of December 20, 2023; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

A blue ink signature of Maychelle Yee, written in a cursive style.

Maychelle Yee
City Clerk

Prepared by:

A blue ink signature of Helena Cho, written in a cursive style.

Helena Cho
Assistant Deputy City Clerk

Approved By:

A blue ink signature of Inez Alvarez, written in a cursive style.

Inez Alvarez
City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1

Draft Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
DECEMBER 20, 2023**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, December 20, 2023, at 6:30 p.m.

CALL TO ORDER:

Mayor Sanchez called the meeting to order at 6:31 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute. Pledge of Allegiance presented by Civic Superstar Evangeline Yee.

ROLL CALL:

City Clerk Maychelle Yee called the roll:

Council Members Present: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong,
Yvonne Yiu

Council Members Absent: None

ALSO PRESENT: City Treasurer Amy Lee, City Manager Inez Alvarez, City Attorney Karl Berger, Interim Assistant City Manager Diana Garcia, Director of Public Works Shawn Igoe, Director of Recreation and Community Services Robert Aguirre, Community Development Director Jessica Serrano, Director of Human Resources and Risk Management Christine Tomikawa, Police Chief Scott Wiese, Fire Division Chief Ryan Weddle, Interim City Librarian Kristin Olivarez, Finance Manager Laura Borjon, Deputy City Clerk Cindy Trang, Code Compliance Officer Rey Lozano

VIRTUALLY PRESENT: None.

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community.

PUBLIC COMMUNICATIONS

- Nidal Oudeh stated he received a letter from the Deputy City Attorney that stated his case is closed, which he does not agree with. He also spoke about his dissatisfaction with his interactions with various city offices including the Police Department in regards to his public records requests.
- Randye Kay talked about the conditions at the intersection of Chandler and Hellman Avenues, recapped her previous presentation of a petition regarding the safety of pedestrians at the mentioned intersection, and recounted an incident which occurred the previous week when she felt unsafe at that intersection.
- City Clerk Yee received, filed, and read a written communication from Nancy Ishino-Gilmore, President of the Friends of the Monterey Park Library, requesting the City Council's help in searching for a volunteer treasurer for their organization.

STAFF COMMUNICATIONS

This Item was heard after Agenda Item No. 1A.

- City Manager's Office: Interim Assistant City Manager Garcia spoke about the upcoming Mayor's State of the City address taking place on January 10, 2024 at 6:00 p.m. at El Encanto and the One Year Remembrance and Candlelight Vigil scheduled for January 21, 2024 at 6:00 p.m. in front of Monterey Park City Hall.
- Police Department: Police Chief Wiese talked about the Santa's Sleigh event which is a collaboration between Police and Fire Departments to provide donated gifts to 15 families throughout the city and thanked all the sponsors for providing donations. Chief Wiese provided an update on the Neighborhood Engagement Team ("NET") and their interactions with homeless individuals. Finally, Chief Wiese introduced four new employees to the Police Department, Cadet Anabell Magana, Cadet Brenda Zuniga, Cadet Ryan Reyna, and Crime Analyst Erin MacLeon.
- Public Works: Director Igoe spoke about the upcoming Community Clean-Up event taking place on January 20, 2024 at Sierra Vista Park between 8:00 a.m. and 12:00 p.m. Director Igoe responded to questions about the progress on the Monterey Pass Road and general street maintenance projects.

1. PRESENTATION

Matters listed under presentation are informational content and for discussion only.

1-A. CONGRESSIONAL APP CHALLENGE FINALISTS

This Item was heard after Public Communications.

The City Council recognized Alina Ramos and Drexel Ngo, students at Brightwood Elementary School, who were finalists in the Congressional App Challenge, a nationwide computer science competition. The students created an app called “Red-11” that would facilitate rapid notification in case of active shooter emergencies. The competition was sponsored for the Monterey Park district by Congressional Representative Judy Chu.

1-B. LOS ANGELES COUNTY EFFORTS TO ADDRESS HUMAN TRAFFICKING

- Rigo Reyes, Executive Director, Los Angeles County Office of Immigrant Affairs and the Department of Consumer and Business Affairs, virtually present, spoke about the Los Angeles County Board of Supervisors motion to reimagine the County’s approach to human trafficking, authored by Supervisors Hilda Solis and Lindsey Horvath.
- Joseph Mellis, Los Angeles County Deputy Counsel, virtually present, provided background and detailed the County’s efforts to address human trafficking, including the establishment of the Workers Resource Center Pilot program to provide support to affected communities. He also took questions and comments from the City Council about what efforts could be made on both the County’s and the City’s sides to work together in a more transparent way in addressing human trafficking, in terms of resources, support, and funding.

1-C. MONTEREY PARK COMMUNITY HEALING FUND – UPDATE

City Treasurer Lee provided an update on the fundraising total of \$197,000 and 41 individual grants that have been distributed leaving a balance of \$78,000 (the balance may not reflect more recent distribution of grants). She talked about the Gun Violence and Restraining Order Training scheduled for January 18, 2024 at 6:00 p.m. in the City Council Chamber. Director of Recreation and Community Services Aguirre talked about upcoming events to help survivors and families socialize and cope with the tragic events that unfolded on January 21, 2023. City Treasurer Lee mentioned that applications are still being accepted through various organizations for further distribution of funds.

2. OLD BUSINESS – None.

3. CONSENT CALENDAR ITEMS NOS. 3A-3J

All items under the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion. Specific items may be removed from the Consent Calendar at the request of any member of the City Council for separate consideration.

Action Taken: The City Council approved and adopted Agenda Item Nos. 3A – 3J on Consent Calendar, excluding Item No. 3B, which was pulled for discussion, separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

Motion: Moved by Mayor Pro Tem Wong and seconded by Council Member Lo, motion carried by the following vote:

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

3-A. MINUTES

Approving the minutes from the special meetings of October 4, 2023, and November 1, 2023 and the regular meetings of October 4, 2023, and October 18, 2023 and November 1, 2023.

Action Taken: The City Council approved the minutes from the special meetings of October 4, 2023, and November 1, 2023, and the regular meetings of October 4, 2023, and October 18, 2023 and November 1, 2023 on Consent Calendar as amended to correct the motion on Agenda Item No. 3H in the October 18, 2023 minutes to reflect that Mayor Pro Tem Wong voted yes on the item.

3-B. MONTHLY INVESTMENT REPORT – NOVEMBER 2023

As of November 30, 2023, invested funds for the City of Monterey Park total \$57,446,114.52.

Action Taken: The City Council received and filed the monthly investment report. Mayor Sanchez left the dais at 8:21 p.m. and returned at 8:23 p.m. and did not take action on this item.

Motion: Moved by Council Member Ngo and seconded by Council Member Lo, motion carried by the following vote:

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong,
Noes:	Council Members:	None
Absent:	Council Members:	Sanchez
Abstain:	Council Members:	None
Recusal:	Council Members:	None

3-C. SECOND READING AND ADOPTION OF ORDINANCES INCREASING THE AMOUNT OF WATER AND WASTEWATER (SEWER) RATES AND CHARGES

The first reading and public hearing occurred on December 6, 2023. The ordinances are now ready for second reading and adoption by the City Council.

On July 16, 2014, the City Council adopted Ordinance Nos. 2109 and 2110 adjusting the rates for water and sewer, respectively. These Ordinances included a 10% to 15% increase in rates for a five-year period beginning September 2014. The Ordinances also included an automatic reversal of utility rate charges effective August 2019 back to utility charges existing in August of 2017. Since that time, several factors have changed: declines in water usage resulting from increased efficiency and an increase in operating costs due to inflation. A new comprehensive rate study was desirable.

On June 16, 2021, the Council authorized the City Manager to execute an agreement with HF&H Consultants, LLC (HF&H) for a Utility Rate Fees Study (the Study). The last comprehensive study on the water, wastewater, and refuse rates occurred in 2014.

HF&H has worked with City staff to develop comprehensive rate analyses for the water and wastewater (sewer) enterprises with recommendations that ensure the rates charged are fair and equitable to the City's users and can adequately fund the City's operations of these services.

CEQA (California Environmental Quality Act):

This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, et seq.; "CEQA") and CEQA regulations (14 Cal. Code Regs. §§ 15000, et seq.; "CEQA Guidelines") because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

Discussion: Finance Director Garcia provided a revised staff report for City Council consideration.

Action Taken: The City Council waived second reading and adopted Ordinance No. 2239 – Increasing the amount of Water Rates and Charges and waived second reading and adopted Ordinance No. 2240 – Increasing the amount of Wastewater Rates and Charges, on Consent Calendar.

Ordinance No. 2239

AN ORDINANCE SETTING THE AMOUNT OF WATER RATES AND CHARGES PURSUANT TO HEALTH AND SAFETY CODE § 5471 AND MONTEREY PARK MUNICIPAL CODE CHAPTER 14.12

Ordinance No. 2240

AN ORDINANCE SETTING THE AMOUNT OF WASTEWATER RATES AND CHARGES PURSUANT TO HEALTH AND SAFETY CODE § 5471 AND MONTEREY PARK MUNICIPAL CODE CHAPTER 14.12

3-D. ENDING THE EMPLOYMENT EMERGENCY FOR THE CITY OF MONTEREY PARK EFFECTIVE DECEMBER 31, 2023

The City Council authorized an employment emergency order in June 2022 to expedite recruitment processes in order to fill around 70 positions that were vacant at that time. The U.S. labor market had a large gap between job openings and workforce participation in 2022 which created a challenging environment for recruitment both nationally and locally. The emergency order authorized the City Manager to take all reasonable and practicable actions to accelerate the process for recruiting, appointing, and retaining persons as City employees to fill all vacant positions, including by (1) suspending parts of the City's personnel rules that are interfering with the City's ability to secure qualified candidates; (2) temporarily appointing qualified persons to positions in accordance with Monterey Park Municipal Code ("MPMC") § 2.28.100; (3) amending titles and classifications of various positions to make them more attractive to qualified candidates; and (4) commencing a substantial overhaul to the City's personnel rules.

Every 60 days, staff reported on recruitment, retention, and promotions under the employment emergency order to the City Council. Now in December 2023, the City has fewer vacant positions and staff recommends ending the employment emergency order effective December 31, 2023.

Action Taken: The City Council received and filed this report and adopted Resolution No. 2023-R96 terminating the employment emergency effective December 31, 2023 and authorized the City Manager to take all practical actions needed to finalize the recruitment and retention of persons for employment, on Consent Calendar.

Resolution No. 2023-R96

A RESOLUTION ADOPTED BY THE CITY COUNCIL FOR THE CITY OF MONTEREY PARK TERMINATING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO LACK OF EMPLOYEES AND AUTHORIZING THE CITY MANAGER TO TAKE ALL REASONABLE ACTIONS TO ACCELERATE RECRUITMENT AND RETENTION OF PUBLIC EMPLOYEES

3-E. EMERGENCY MEDICAL SERVICES – APPROVAL OF AGREEMENT

The Fire Department provides emergency medical response through 9-1-1 calls, which requires maintaining an inventory of supplies, disposable tools, and pharmaceuticals. Staff is seeking approval of a Services Agreement with Life-Assist, Inc. to provide the Fire Department's emergency medical supplies, equipment, drugs and pharmaceuticals.

Action Taken: The City Council authorized the City Manager to execute an agreement with Life-Assist, Inc., in a form approved by the City Attorney, for the purchase of emergency medical supplies, equipment, drugs and pharmaceuticals from Account Nos. 1013220-5320 and 1013220-5351, on Consent Calendar.

3-F. CALIFORNIA OFFICE OF EMERGENCY SERVICES HIGH FREQUENCY COMMUNICATIONS EQUIPMENT PROGRAM – AWARD OF CONTRACT TO NVIS COMMUNICATIONS, FOR THE PURCHASE OF HIGH FREQUENCY RADIOS

In April 2021, the City of Monterey Park applied for and was awarded a grant through the California Office of Emergency Services ("CAL-OES") for the purchase of high frequency radios. The purpose of this grant is to ensure that local governments are included in an integrated high frequency radio network that utilizes frequencies authorized by the Federal Communications Commission ("FCC") and can be capable of communicating with other local, state, and federal agencies.

Action Taken: The City Council waived bidding requirements pursuant to Monterey Park Municipal Code §3.20.050(2) and awarded the bid to NVIS Communications for the purchase of high frequency radios; and authorized the City Manager to execute an agreement in a form approved by the City Attorney, on Consent Calendar.

3-G. RECOGNITION OF JANUARY 11, 2024 AS NATIONAL HUMAN TRAFFICKING AWARENESS DAY

National Human Trafficking Awareness Day, observed annually on January 11th is an initiative aimed at spotlighting the issue of human trafficking. The campaign seeks to educate communities, empower individuals to recognize signs of trafficking, and inspire collective action to prevent and combat this contemporary

form of slavery. By designating a specific day, the initiative brings attention to the issue of human trafficking, encouraging diverse stakeholders, including government entities, law enforcement, non-profit organizations, businesses, and the general public, to actively engage in initiatives combating human trafficking.

On January 11, 2024 city staff, elected officials and residents are encouraged to wear blue attire in honor of National Human Trafficking Awareness Day, symbolizing unity and raising visibility for the cause. By combining awareness, education, community engagement, and strategic partnerships, the City actively contributes to the collective effort to eliminate this violation of human rights.

Action Taken: The City Council adopted Resolution No. 2023-R97 recognizing January 11, 2024 as National Human Trafficking Awareness Day, on Consent Calendar.

Resolution No. 2023-R97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK
RECOGNIZING JANUARY 11, 2024 AS NATIONAL HUMAN TRAFFICKING
AWARENESS DAY

**3-H. CIP 95030 DEMOLITION OF FIRE STATION TOWER PROJECT – REJECT ALL
SUBMITTED BIDS**

Per Resolution No. 2023-R52, the Public Works Director solicited bids for CIP 95030 – Demolition of Fire Station Tower Project. The bid opening was held on November 9, 2023. The City received one bid from California Contractors. Staff recommends rejection of all bids due to the cost proposal exceeding the City's budget for this project.

Action Taken: The City Council rejected all bids for Capital Improvement Project (CIP) No. 95030 – Demolition of Fire Station Tower Project, on Consent Calendar.

**3-I. SECOND AMENDMENT TO AGREEMENT 2273-A WITH NATIONAL
BUSINESS FURNITURE, LLC**

In 2021, the City entered into an agreement with National Business Furniture, LLC (NBF) for the purchase of office furniture for the Police Department. A First Amendment to the agreement was executed to add the purchase of additional furniture for the Human Resources Department. It is recommended that City Council approve a Second Amendment to purchase office furniture for various other departments including Community Development, Fire Prevention, Public Works and Finance. The estimated cost for the additional furniture is \$175,000.

Action Taken: The City Council authorized the City Manager to execute a Second Amendment with National Business Furniture, LLC, in a form approved by the City Attorney, to purchase office furniture for various city departments for an amount of \$175,000, on Consent Calendar.

3-J. AMENDMENT TO AGREEMENT 2360-A WITH TOWNSEND PUBLIC AFFAIRS

Townsend Public Affairs, Inc. (TPA) is an experienced legislative advocacy and grant writing firm that provides local, regional, state, and federal service to public agencies. TPA has provided services to over 300 clients and operates five (5) offices in California and Washington, DC.

In March 2023 the City entered into a limited-term contract for services with TPA to evaluate the various services provided by TPA. Since entering into the agreement with TPA, the City has received nearly \$4 million in grants and earmark funding. It is anticipated that an additional \$1.5 million will be awarded for additional projects early next year. They have additionally provided legislative advocacy and support for various items during this limited-term contract. It is recommended that City Council approve an amendment to extend their agreement through December 31, 2024 for an amount not to exceed \$90,000.

Action Taken: The City Council authorized the City Manager to execute Amendment No. 1 to Agreement 2360-A with Townsend Public Affairs Inc., in a form approved by the City Attorney; to provide legislative advocacy and grant writing for an amount not to exceed \$90,000, on Consent Calendar.

4. PUBLIC HEARING

4-A. A PUBLIC HEARING TO CONSIDER INTRODUCTION AND FIRST READING OF ZONE CHANGE NO. ZC-23-02 ("ZC-23-02"), AN ORDINANCE AMENDING THE ZONING MAP FOR CERTAIN PROPERTIES FOR CONSISTENCY WITH THE GENERAL PLAN, LAND USE AND URBAN DESIGN ELEMENT

The City recently began efforts in the *Our City, Our Plan* campaign to implement the General Plan Land Use and Urban Design Element ("GPLU") and the Housing Element ("HE"), which sets the vision for development within the City. The General Plan is implemented through the zoning regulations located in Title 21 of the Monterey Park Municipal Code ("MPMC"). Those regulations assign a zoning district to each property in the City, as governed by the Zoning Map. This proposed zone change will harmonize the zoning designations with the GPLU for certain properties on Monterey Pass Road, Corporate Center Drive and East Mabel Avenue.

The Zone Changes will only impact the future development of these properties; existing structures and businesses are allowed to remain.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). CEQA Guideline § 15168 provides that a Program EIR may be prepared to consider the environmental impacts of a series of actions that can be characterized as one large project that are related as logical parts in a chain of contemplated actions. The proposed Ordinance is within the scope of the City’s Focused General Plan Update to the Land Use and Urban Design Element which was evaluated under a Final Environmental Impact Report (“FEIR”) (SCH No. 2001-01-1074). The FEIR adequately describes and considers the proposed Ordinance for CEQA purposes. Accordingly, the Ordinance is not subject to further environmental review.

Discussion: Community Development Director Serrano presented a PowerPoint presentation detailing the background and considerations to implement the zoning map changes for consistency with the General Plan and to align with the Our City, Our Plan project and took questions and comments from the City Council regarding vacancy rates and land use.

Action Taken: The City Council (1) opened the public hearing at 8:23 p.m. to receive testimonial and documentary evidence and (2) closed the public hearing at 8:35 p.m. with no registered speakers and considered the evidence submitted during the public hearing, introduced and waived first reading of an Ordinance amending the zoning map for certain properties for consistency with the General Plan, Land Use and Urban Design Element. Mayor Pro Tem Wong declared that in accordance with the Fair Political Practices Commission (“FFPC”) advisory letter A23-087 dated June 6, 2023, he does not have a conflict and may participate.

Motion: Moved by Mayor Pro Tem Wong and seconded by Mayor Sanchez, motion carried by the following vote:

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

Ordinance, 1st Reading

AN ORDINANCE AMENDING THE ZONING MAP (ZC-23-02) TO CHANGE THE ZONING FOR CERTAIN PROPERTIES FOR CONSISTENCY WITH THE GENERAL PLAN, LAND USE AND URBAN DESIGN ELEMENT

4-B. A PUBLIC HEARING TO CONSIDER POSSIBLE ACTION REGARDING ZONING CODE AMENDMENT NO. 23-05 (ZCA-23-05) TO COMPLY WITH CALIFORNIA LAW REGARDING MEDICAL CANNABIS DELIVERY RETAILERS

The California Legislature adopted Senate Bill 1886 (“SB 1186”) in 2022 which precludes cities from imposing regulations that have the effect of prohibiting medical cannabis delivery within the City and becomes effective on January 1, 2024. SB 1186 declares that any City regulation that does not allow a physical premises from which retail sale by delivery of medical cannabis may be conducted within the City has the effect of prohibiting medical cannabis delivery. Accordingly, the proposed ordinance will conditionally allow non-store front locations for the sale by delivery of medical cannabis in the Commercial Services Zone and impose reasonable regulations.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of this proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.* “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, *et seq.*, the “CEQA Guidelines”). No additional environmental review is required for this Ordinance pursuant to CEQA Guidelines § 15060(c)(2), § 15378(b)(5) § 15301 § 15303 and § 15061(b)(3). The proposed Ordinance is exempt from CEQA because it is a zoning text amendment which permits delivery of medical cannabis in the City’s commercial zone, which will not have a direct or reasonably foreseeable indirect physical change in the environment and does not qualify as a “project” under CEQA because it will not make physical changes to the environment. The proposed Ordinance is also exempt pursuant to CEQA Guidelines § 15301 and 15303 for activities that involve negligible or no expansion of use for existing facilities and for the conversion of existing small structure for another use. Finally, the proposed Ordinance is exempt from CEQA under the common sense exemption that it will not affect the environment.

Discussion: Community Development Director Serrano presented a PowerPoint presentation detailing the background, the proposed ordinance, zoning changes and conditional use permits. Director Serrano provided information regarding the sensitive zones and the process of issuing conditional use permits in the future as well as the possibility of a tax or fee for those businesses in the future. City Attorney Berger spoke about the buffer zones and sensitive zones detailed in the proposed ordinance and the possibility of taxable options and answered Mayor Sanchez’s question regarding Police enforcement requirements for cannabis-related businesses.

Action Taken: The City Council (1) opened the public hearing at 8:35 p.m. to take testimonial and documentary evidence; (2) there being no registered speakers, closed the hearing at 8:48 p.m.; (3) considered the evidence, adopted Urgency Ordinance No. 2241 amending Monterey Park Municipal Code (“MPMC”) Chapter 6.35 (Commercial Cannabis Activities) and adding Chapters 6.36 (Medical Cannabis Delivery) and 21.27 (Cannabis-Related Uses); and (4) introduced and waived first reading of an Ordinance amending MPMC Chapter 6.35 (Commercial Cannabis Activities) and adding Chapters 6.36 (Medical Cannabis Delivery) and 21.27 (Cannabis-Related Uses). Second reading and adoption would occur on January 17, 2024. Both the Urgency Ordinance and regular Ordinance were amended to change language to include the word “residences” in Chapter 21.27.040 section B to in the definition of “sensitive use,” and change 600 feet to 1,000 feet.

Motion: Moved by Council Member Yiu and seconded by Mayor Pro Tem Wong, motion carried by the following vote:

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

Urgency Ordinance No. 2241

AN URGENCY ORDINANCE ADOPTED PURSUANT TO GOVERNMENT CODE § 36937 AND BUSINESS AND PROFESSIONS CODE § 26320 AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTERS 6.35 AND 9.102, AND ADDING NEW CHAPTERS 6.36 AND 21.27 TO IMPLEMENT CALIFORNIA LAW GOVERNING MEDICAL CANNABIS

Ordinance, 1st Reading

AN ORDINANCE ADOPTED PURSUANT TO GOVERNMENT CODE § 36937 AND BUSINESS AND PROFESSIONS CODE § 26320 AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTERS 6.35 AND 9.102, AND ADDING NEW CHAPTERS 6.36 AND 21.27 TO IMPLEMENT CALIFORNIA LAW GOVERNING MEDICAL CANNABIS

4-C. AN ORDINANCE INCORPORATING BY REFERENCE CHAPTER 7.46 OF LOS ANGELES COUNTY CODE TITLE 7 – BUSINESS LICENSES INTO A NEW CHAPTER 5.90 OF THE MONTEREY PARK MUNICIPAL CODE (“MPMC”)

Since January, the City Council undertook a series of action in response to the mass shooting that killed 11 individuals and wounded nine others. It was the worst shooting in Los Angeles County history. In August, the City Council adopted Resolution No. 2023-R67 which, among other things, gave direction to the City Manager and City Attorney to take actions needed to support reasonable gun

regulation. The draft ordinance, if adopted, would add a new chapter to the Monterey Park Municipal Code (“MPMC”) requiring gun dealers to acquire a police permit to operate.

CEQA (California Environmental Quality Act):

This Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, “CEQA”) and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) in that it is not a “project” for purposes of CEQA, as that term is defined by CEQA Guidelines § 15378. Specifically, this Ordinance constitutes creation of government regulations which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, this Ordinance is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment.

Discussion: City Attorney Berger presented a PowerPoint presentation to detail and clarify terms and wording in the proposed ordinance to incorporate Los Angeles County code in the regulation governing gun dealer licenses. City Attorney Berger also provided a revised Ordinance to add Section F to Chapter 5.90.30 “Whenever in LACC Chapter 7.46 the word “County” is used, it refers to the City of Monterey Park.”

Action Taken: The City Council introduced and waived first reading, continued the scheduled public hearing from December 20, 2023 to January 17, 2024 (pursuant to Government Code § 50022.3) to adopt an Ordinance that would incorporate by reference Los Angeles County Code Title 7, Chapter 7.46 regarding the regulation of gun dealers within the City of Monterey Park (“City”) as amended to add Section F to Chapter 5.90.30 “Whenever in LACC Chapter 7.46 the word “County” is used, it refers to the City of Monterey Park.”

Motion: Moved by Council Member Ngo and seconded by Mayor Sanchez, motion carried by the following vote:

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

5. NEW BUSINESS

None.

6. CITY COMMUNICATIONS (CITY COUNCIL)

CITY COUNCIL COMMUNICATIONS

Council Member Lo thanked the Recreation and Community Services Department for organizing the City's Annual Snow Village. Council Member Lo acknowledged the City for its Holiday Employee Luncheon which he attended as well as the Cambodian Chinese American Association Holiday event on December 17. He wished everyone a happy holiday season after a difficult year.

Council Member Yiu said she attended many of the same events as Council Member Lo. She highlighted Representative Judy Chu's event to honor the participants of the Congressional App Challenge on December 19 and the 46 apps that were in the running to win including one to alert the user of allergies on food, an app to expose fake news, and an app to help in notetaking and mathematics-related assistance to students. She wished everyone a happy holiday.

Council Member Ngo talked about attending the City's Staff Appreciation Luncheon and the Snow Village event. Council Member Ngo stated that he attended the Cambodian Chinese American Holiday event; participated in a gift donation drive and family adoption effort with his employer for families in Downey in conjunction with Rancho Los Amigos Rehabilitation Center; and helped distribute 350 gift baskets in Chinatown with the participation of the Chinatown Service Center. He said he also attended the Chinatown Service Center All-Staff Holiday Luncheon and wished everyone happy holidays and thanked city staff for their work.

Mayor Pro Tem Wong talked about attending many of the same events with the other Council Members and mentioned the work and commitment of city staff during a difficult year. He said he attended the City's Staff Holiday Luncheon on December 12 and mentioned the Santa's Sleigh tour through the City on December 16. Mayor Pro Tem Wong highlighted the Congressional App Challenge and the participants.

Mayor Sanchez said he attended the Snow Village and thanked the Recreation and Community Services Department for their efforts; thanked the Bruggemeyer Library for their Dog Man Party event; and attended a meeting with President Roman from East Los Angeles College ("ELAC"). Mayor Sanchez talked about attending the reorganization of the City of Montebello and the Montebello Unified School District on December 13. He thanked and acknowledged outgoing Mayor David Torres and new Mayor Scarlet Peralta for their service. He acknowledged outgoing School Board President Elizabeth Cabrera and new President Liliana Magana. Mayor Sanchez spoke about his meeting with MERCI whose mission is providing services for disabled adults; his attendance at the Fire Department Community Clinic; and the Santa's Jolly Journey on December 16. Mayor Sanchez announced the cancellation of the January 3, 2024 City Council meeting, wished Council Member Ngo a happy birthday and wished the community a happy holidays.

7. FUTURE AGENDA ITEMS

8. CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)
None.

ADJOURNMENT

There being no further business for consideration, Mayor Sanchez adjourned the meeting at 9:10 p.m.

Maychelle Yee
City Clerk



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council
FROM: Amy Lee, City Treasurer
SUBJECT: Monthly Investment Report – February 2024

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the monthly investment report; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of February 29, 2024, invested funds for the City of Monterey Park total \$66,982,161.99.

BACKGROUND:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates and maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months. The attached monthly investment report includes a summary investment report for the LA County Pooled Investment Fund, which displays the composition by type for the entire pooled investment fund.

Respectfully submitted by:

Prepared by:

A handwritten signature in blue ink, appearing to be "Amy Lee", written over a horizontal line.

Amy Lee
City Treasurer

A handwritten signature in blue ink, appearing to be "Martha Garcia", written over a horizontal line.

Martha Garcia
Finance Director

Approved by:

A handwritten signature in blue ink, appearing to be "Inez Alvarez", written over a horizontal line.

Inez Alvarez
Interim City Manager

ATTACHMENT:

1. Monthly Investment Report

ATTACHMENT 1

Monthly Investment Report

**CITY OF MONTEREY PARK
INVESTMENT REPORT
FEBRUARY 29, 2024**

INVESTMENTS PORTFOLIO PROFILE:
TOTAL BALANCE AT 02/29/2024

\$ 66,982,161.99

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u> <i>(See Schedule A for LA County Pool Composition)</i>	ON DEMAND	4.170%	<u>\$ 44,889,564.77</u>
(2) <u>LOCAL AGENCY INVESTMENT FUND</u>	ON DEMAND	3.670%	<u>\$ 14,247,597.22</u>

(3) <u>CERTIFICATES OF DEPOSIT</u>	Purchase Date	Maturity Date	Interest Rate	
1 SALLIE MAE BANK	08/11/21	08/12/24	0.70%	245,000
2 TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%	245,000
3 SYNCHRONY BANK	09/17/21	09/17/24	0.65%	245,000
4 UBS BANK USA	09/22/21	09/23/24	0.65%	245,000
5 STATE BANK OF INDIA	10/18/21	10/18/24	0.70%	245,000
6 MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%	245,000
7 PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%	245,000
8 BEAL BANK	02/02/22	01/29/25	1.15%	245,000
9 VALLIANCE BANK	03/18/22	03/18/25	1.40%	245,000
10 STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%	245,000
11 FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%	245,000
12 LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%	245,000
13 ALLY BANK	03/31/22	03/28/24	1.95%	245,000
14 COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%	245,000
15 AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%	245,000
16 BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%	245,000
17 CONNEXUS CREDIT UNION	05/26/22	05/28/24	2.65%	245,000
18 METRO CREDIT UNION	07/13/22	07/12/24	3.20%	245,000
19 FIRST TECHNOLOGY CREDIT UNION	08/05/22	08/05/24	3.25%	245,000
20 AUSTIN TELCO FEDERAL CREDIT UNION	12/16/22	12/16/24	5.00%	245,000
21 GREENWOOD MUNICIPAL FED CREDIT UNIK	01/27/23	01/27/25	4.80%	245,000
22 RAIZ CREDIT UNION	01/27/23	01/27/25	4.75%	245,000
23 WORKERS	01/27/23	01/27/25	4.70%	245,000
24 MANUF & TRADERS TRUST CO	01/31/23	01/31/26	4.25%	245,000
25 ALPINE BANK	01/31/23	01/31/25	4.55%	245,000
26 TECHNOLOGY FCU	02/10/23	02/24/25	5.00%	245,000
27 RED CROWN FCU	02/14/23	02/21/25	4.85%	245,000
28 UFIRST FEDERAL CREDIT UNION	02/15/23	02/25/25	4.85%	245,000
29 SEA COMM FEDERAL CREDIT UNION	02/23/23	03/03/25	4.90%	245,000
30 GLOBAL CREDIT UNION	05/02/23	05/12/25	4.85%	245,000
31 WESTERN ALLIANCE BANK	05/02/23	05/05/25	4.85%	245,000
32 PREFERRED BANK	09/03/23	09/03/24	4.16%	100,000
33 PREFERRED BANK	09/08/23	09/08/24	4.16%	150,000
<i>Total CDs (33)</i>			3.254%	<u>\$ 7,845,000.00</u>

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾	<u>\$14,472,875.20</u>
AVERAGE MATURITY DAYS	58
AVERAGE INTEREST RATE FOR THE MONTH	3.858%

THE CITY'S INVESTMENT HAS SUFFICIENT LIQUIDITY TO MEET THE CITY'S EXPENDITURE REQUIREMENTS FOR THE NEXT 180 DAYS. THE 180-DAY LIQUIDITY DISCLOSURE IS REQUIRED PER GOVERNMENT CODE 53646.

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

(1) Bank balance is maintained to cover outstanding warrants, payroll checks and on-going operating costs.



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council
FROM: Martha Garcia, Director of Finance
SUBJECT: Water Infrastructure Financing Update – Receive and File

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the water infrastructure financing update; and
2. Taking such additional, related, action that may be desirable.

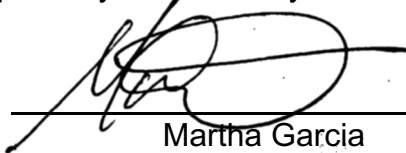
EXECUTIVE SUMMARY:

On November 15, 2023, the City Council directed the City Manager to research bond financing for water infrastructure needs. On February 7, 2024, the City Manager informed the City Council that this item was being postponed to March 2024 for Council consideration due to challenges encountered in collecting historical data. The City will meet with Standard & Poor's (S&P) on March 26th to present the Water System credit and receive a final rating for the upcoming bond sale. It is anticipated that a recommendation regarding water bonds will be presented to the City Council on April 17, 2024. If approved, the financing team plans to schedule final pricing in the week of April 15th or April 22nd. The City's financing team is diligently working to ensure a strong credit rating and successful bond sale.

FISCAL IMPACT:

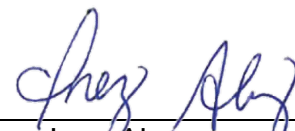
There is no fiscal impact associated with receiving and filing this report.

Respectfully submitted by:



Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council
FROM: Inez Alvarez, City Manager
SUBJECT: Adoption of 2024-25 City Council Strategic Plan Goals and Objectives

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the 2024-25 Strategic Plan Goals and Objectives; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

During a public meeting held on February 3, 2023, the City Council and City's executive leadership team convened to discuss City Council priorities, strategic plan goals and 12-month objectives for 2024-25. The Strategic Plan goals and objectives enable the City to efficiently move the community forward by focusing on specific objectives during the fiscal year. The City Manager is responsible for assigning these objectives to City staff in order to carry out the strategic directions of the City Council.

BACKGROUND:

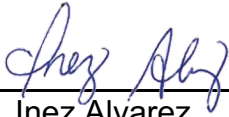
Strategic planning serves as a method by which the City Council plans and prioritizes its goals in a transparent and accountable manner. The City Council and staff use the Plan's goals to align limited resources with prioritized initiatives, which connect to a broader vision for our community's future.

City Council, working alongside the City's executive leadership team, developed and crafted the Goals and Objectives attached to this staff report. Staff will work over the next 12 months to accomplish the objectives identified.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of these Strategic Goals and Objectives for 2024-25. Specific objectives may need additional resources to accomplish, which will be budgeted under the responsible department through the budget process.

Respectfully submitted by:



Inez Alvarez
City Manager

Prepared by:



Diana Garcia
Assistant City Manager

Reviewed by:



Karl H. Berger
City Attorney

Reviewed by:



Martha Garcia
Finance Director

ATTACHMENT:

1. Draft 2024-25 City Council Strategic Goals and Objectives

ATTACHMENT 1
Draft 2024-25 City Council Strategic
Goals and Objectives

CITY OF MONTEREY PARK
STRATEGIC GOALS and 12-MONTH OBJECTIVES

1. Goal - MAINTAIN PUBLIC SAFETY WITH A FLEXIBLE AND ENHANCED SERVICE MODEL

Objectives

- a. Strengthen Community Outreach
 - Implement targeted outreach initiatives to foster stronger relationships between public safety and community members, promoting trust and cooperation.
- b. Address Ongoing Safety Challenges
 - Identify and address public safety issues, exploring innovative solutions to enhance community safety.
- c. Provide In-Service Training
 - Develop and implement training programs to ensure personnel are equipped with the necessary skills and knowledge to adapt to evolving community needs and maintain operational continuity.

2. Goal - TO MAINTAIN FISCAL STABILITY OF OUR CITY'S FINANCIAL RESOURCES

Objectives

- a. Review and Revise City Revenue Sources
 - Conduct comprehensive review and analysis to ensure City charges accurately reflect the cost of services and assess revenue enhancement programs.
- b. Assess Cost Recovery Strategies
 - Evaluate and refine cost recovery strategies for City services to optimize resource allocation and promote efficiency while minimizing financial burdens on residents and businesses.

3. Goal - STRENGTHEN OUR LOCAL ECONOMY AND ENHANCE HOUSING OPPORTUNITIES

Objectives

- a. Implement Economic Development Strategic Plan
 - Actively pursue the objectives outlined in the Economic Development Strategic Plan to promote business growth and attract investment to the City.
- b. Support Local Businesses
 - Provide comprehensive support and assistance programs for local businesses to enhance the economic health of the City.
- c. Encourage Housing Development
 - Encourage developers to submit housing projects during the enforcement suspension of the City's Inclusionary Housing Ordinance to address housing affordability challenges.

CITY OF MONTEREY PARK
STRATEGIC GOALS and 12-MONTH OBJECTIVES

4. Goal - MAINTAIN, BUILD AND MODERNIZE INFRASTRUCTURE AND FACILITIES TO SUPPORT THE CURRENT AND FUTURE NEEDS OF OUR CITY AND COMMUNITY

Objectives

- a. Prioritize Water Projects
 - Prioritize water related CIP projects related to the water bond to ensure these projects can be designed and completed within the three-year bond period.
- b. Continue Roadway Resurfacing
 - Maintain momentum on roadway resurfacing projects and initiate plans for alleyway resurfacing to enhance infrastructure quality and safety.
- c. Expand EV Charger Network
 - Install electric vehicle chargers at key public facilities to encourage sustainable transportation options and support the transition to electric vehicles.

5. Goal - ENHANCE ACCESS TO RESOURCES FOR MENTAL HEALTH, SOCIAL SERVICES, AND UNHOUSED NEEDS

Objectives

- a. Compile Comprehensive Resource List
 - Ensure the list of City-provided resources is regularly updated and easily accessible to residents in multiple languages.
- b. Research Local Collaborations
 - Actively seek out partnerships with local organizations to expand the range of available resources and support networks.
- c. Conduct Workshops and Seminars
 - Organize regular workshops and seminars focused on mental health, social services, and unhoused resources, providing educational opportunities and support for residents.

6. Goal - ENHANCE PUBLIC COMMUNICATION AND CIVIC ENGAGEMENT TO REACH ALL MEMBERS OF OUR COMMUNITY

Objectives

- a. Refine Communications Plan
 - Update and refine the City's Communications Plan to ensure it effectively engages all residents through diverse channels and platforms.
- b. Craft Mission, Vision, and Values Statements
 - Develop clear statements that reflect the City's identity, goals, and commitment to serving its community.
- c. Refresh Branding Materials
 - Update visual branding elements, including letterhead, business cards, and certificates, to maintain consistency and reflect a renewed vision.



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council
FROM: Inez Alvarez, City Manager
Karl H. Berger, City Attorney
SUBJECT: Ad hoc Committee – Atlantic Square land uses

RECOMMENDATION:

It is recommended that the City Council consider:

1. Establishing an ad hoc committee (the “Atlantic Square Committee”) consisting of Mayor Thomas Wong and Council Member Jose Sanchez to receive a presentation regarding Atlantic Square tenancies and plans; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY

In January, the City Manager executed an agreement with Willdan Group, Inc. (“Willdan”) to process requests from TRC regarding its plans at Atlantic Square. Discussions between Willdan representatives, led by Messrs. Jeff Stewart and Sal Lopez, led to a more comprehensive meeting between the City Manager, City Attorney, Willdan, and TRC representatives outlining “next steps” for considering TRC’s plans at Atlantic Square.

Part of the next steps includes TRC’s agreement to make a presentation to an ad hoc committee of the City Council. Because TRC is concerned regarding proprietary information and ongoing discussions with prospective tenants at Atlantic Square, the parties executed a confidentiality agreement that would allow such a presentation. A copy of that agreement is on-file with the City Clerk’s office.

If created, the Atlantic Square Committee would receive a presentation from TRC’s representatives regarding future uses at Atlantic Square. It would be authorized to provide feedback to TRC regarding any such plans.

Atlantic Square is located within District 3 which is represented by Council Member Jose Sanchez. Accordingly, Council Member Sanchez is recommended as a committee member along with the Mayor.

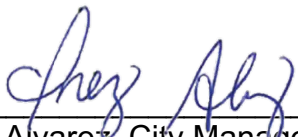
2023-2024 STRATEGIC PLAN GOAL:

The creation of the ad hoc committee to provide feedback to TRC regarding future plans and tenants for Atlantic Square helps to meet the City Council’s 2023-24 Strategic Plan goal of Economic Development.

FISCAL IMPACT:

The proposed action does not result in a fiscal impact to the City. TRC is reimbursing the City for all costs related to its potential land use approvals pursuant to an agreement dated February 5, 2024.

Respectfully submitted and prepared by:



Inez Alvarez, City Manager



Karl H. Berger, City Attorney



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council
FROM: Scott Wiese, Chief of Police
SUBJECT: National Public Safety Telecommunicators Week Resolution

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution Declaring the week of April 14 through 20, 2024, to be National Public Safety Telecommunicators Week in the City of Monterey Park; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

The Monterey Park Police Department is celebrating the week of April 14 - 20, 2024 as National Public Safety Telecommunicators Week. This week, sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render lifesaving assistance to the citizens of the United States. We are enlisting your support in the form of a resolution to honor these men and women in our area for the work that they do every day to protect the residents of Monterey Park.

BACKGROUND:

Historically, the Police Department recognizes and celebrates the hard work of these dedicated professionals. We are confident you will stand behind the commitment and devotion these men and women provide to ensure the safety and security of Monterey Park residents.

Respectfully submitted by:



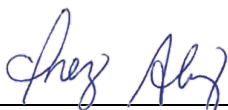
Scott Wiese
Chief of Police

Prepared by:

Bob Hung

Bob Hung
Lieutenant

Approved by:



Inez Alvarez
City Manager

ATTACHMENT:

1. Resolution

ATTACHMENT 1
Resolution for National Telecommunication
Appreciation Week

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING APRIL 14-20 2024, NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK IN MONTEREY PARK

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

- A. The Monterey Park Police Department is celebrating the week of April 14-20, 2024 as National Public Safety Telecommunicators Week. This week, sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render lifesaving assistance to the citizens of the United States. We are enlisting your support in the form of a resolution to honor these men and women in our area for the work that they do every day to protect the residents of Monterey Park.
- B. Emergencies can occur at any time that requires police, fire, or emergency medical services. When an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property.
- C. The safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Monterey Park police-fire communications center. Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services.
- D. Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them with information, and ensuring their safety. Public Safety Telecommunicators of the Monterey Park Police Department have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients.
- E. Whereas each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

- F. The City of Monterey Park recognizes and celebrates the hard work of these dedicated professionals and declares April 14-20, 2024 as National Public Safety Telecommunicators Week in Monterey Park. We stand behind the commitment and devotion these men and women provide to ensure the safety and security of Monterey Park residents.

SECTION 2: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 3: *Recordation.* The Mayor, or presiding officer, is authorized to sign this Resolution, signifying its adoption by the City Council of the City of Monterey Park, and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 4: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ____ day of _____, 2024.

Thomas Wong, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council
FROM: Kristin Olivarez, City Librarian
SUBJECT: 2024 National Library Week Resolution

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution declaring the week of April 7-13, 2024 to be National Library Week in Monterey Park,
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Monterey Park Bruggemeyer Library is celebrating the week of April 7-13, 2024 as National Library Week. National Library Week is celebrated nationwide annually in April to highlight the valuable role libraries, librarians, and library workers play in transforming lives and strengthening our communities. Libraries offer opportunities for everyone to explore new worlds and become their best selves through access to information, technology, multimedia content, and educational programs.

FISCAL IMPACT:

None.

Respectfully submitted by:

A blue ink signature of Kristin Olivarez, written in a cursive style, positioned above a horizontal line.

Kristin Olivarez
City Librarian

Approved by:

A blue ink signature of Inez Alvarez, written in a cursive style, positioned above a horizontal line.

Inez Alvarez
City Manager

ATTACHMENT:

1. Draft Resolution

ATTACHMENT 1

Draft Resolution

RESOLUTION NO.

A RESOLUTION DECLARING APRIL 7 – APRIL 13, 2024 AS NATIONAL LIBRARY WEEK.

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

- A. National Library week is celebrated annually in April to highlight the valuable role libraries, librarians, and library workers play in transforming lives and strengthening our communities.
- B. Libraries are accessible and inclusive places that foster a sense of local connection, advancing understanding, civic engagement, and shared community goals;
- C. Today's libraries and their services extend far beyond the four walls of a building, and everyone is welcome to use their resources.
- D. Libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life.
- E. Libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status.
- F. Libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all.
- G. Libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships.
- H. Libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs.
- I. Libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all.
- J. Libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;
- K. Be it resolved that the City of Monterey Park officially proclaims National Library Week, April 7-13, 2024.

SECTION 2: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 3: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 4: *Effective Date*. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ____ day of _____, 2024.

Thomas Wong, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council
FROM: Robert Aguirre, Director of Recreation & Community Services
SUBJECT: Tree Memorial Program Recommendation for Lani and Hans Liang

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to take actions to honor Lani and Hans Liang with a memorial tree and plaque; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

Nominations for the Tree Memorial Recognition Program were advertised and accepted during the month of February 2024. The Recreation and Community Services Department received a nomination application for Lani and Hans Liang.

Subsequently, the Tree Memorial Program Committee, consisting of three Community Participation Commissioners and two Recreation and Parks Commissioners, met to review Lani and Hans Liang's nomination and discuss their consideration for a Tree Memorial based on the criteria established in Resolution Nos. 10485 and 11484 (Attachment 1).

The Committee reviewed the nomination application for Lani and Hans Liang (Attachment B). The committee voted unanimously to recommend that the City Council approve honoring Lani and Hans Liang with a Tree Memorial for their service and years and positive impact on the Monterey Park Community.

BACKGROUND:

Lani and Hans Liang are long-time Monterey Park residents who have served and volunteered to support Monterey Park City Departments, Commissions, and local non-profit organizations.

Lani Liang has assisted the City of Monterey Park and local organizations with translation services for various events. She has also worked with the American Cancer Society to coordinate hair donations during annual Lunar New Year celebrations. For many years Lani volunteered at the local Chao Hsing Chinese School and assisted the Bruggemeyer Library by collecting and donating numerous Chinese language books. She has volunteered countless hours at local senior homes and is an active Monterey Park Woman's Club member.

Hans Liang has dedicated many years to serving the Monterey Park community. Hans served on the Monterey Park City Council from 2013-2022 and was Mayor twice during his tenure. Prior to his time on the City Council, Hans served as a Recreation and Parks Commission and Planning Commissioner. Hans has also been actively involved in organizations that support the city and neighboring communities: President of the Chinese Elected Officials 2022; Advisory Committee for the Asian Youth Center; member of the Monterey Park Woman's Club; and past President of the Eastside Optimist Club. Hans currently serves on the Advisory Board for the Monterey Park Healing Fund.

Lani and Hans Liang have contributed to the betterment of the Monterey Park community through their strong civic engagement and outstanding citizenship.

FISCAL IMPACT:

The Tree Memorial plaque and ceremony cost approximately \$300, and funding is included in the FY 23-24 adopted budget in the Community Participation Division fund, account no. 1016508-5242.

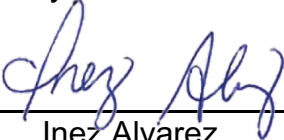
Respectfully submitted by:



Robert Aguirre

Director of Recreation & Community Services

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Resolutions 10485 and 11484

ATTACHMENT 1

Resolutions 10485 and 11484

RESOLUTION NO. 10485

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA TO ESTABLISH A TREE MEMORIAL NOMINATION AND AWARD

WHEREAS, the City of Monterey Park would like to acknowledge important and distinguished members of the City, by recognizing them with the dedication of a tree in their honor; and,

WHEREAS, on August 18, 1999 the City Council of Monterey Park directed staff to form a Committee, consisting of 2 members of the Recreation and Parks Commission and 2 members from the Historical Heritage Commission, to establish guidelines regarding an individual being considered for a Tree Memorial; and,

WHEREAS, members of the above mentioned Commissions have met and have submitted their recommendations to the City; and,

WHEREAS, City has incorporated these recommendations into a nomination process and award to honor such individuals; and,

WHEREAS, each February a committee of 3 members of the Historical Heritage Commission and 2 members of the Recreation and Parks Commission will be assembled as a Nomination Committee to accept applications for nominations; and,

WHEREAS, the Nomination Committee, will review nominations for an honor based on the submission of proper documentation and requirements, and, follow guidelines as set forth by the Tree Memorial Committee, and subsequent alternatives as recommended by staff; and,

WHEREAS, the Nomination Committee will make their recommendations to the City Council in April, with a dedication ceremony to be held in May, close to the anniversary of the City's Incorporation.

NOW, THEREFORE, BE IT RESOLVED that the City of Monterey Park hereby adopts the establishment of the Tree Memorial Nomination and Award, and designates staff to authorize a nomination committee as specified above to accept, review and nominate distinguished individuals as indicated in the following sections.

SECTION 1

MEMORIAL PLAQUE / TREE

Plaques to be consistent with plaques that are existing in front of City Hall. Trees that are to be purchased will be of similar type as existing. Cost for the plaques will be charged to the person or group who nominates the individual (\$500.00) City Council may waive fees at its discretion.

SECTION II

QUALIFICATIONS

The consideration for selection must include a substantial history of Community Service. For Example:

- A. Individual should have been a long term resident (10 years or more) in the City of Monterey Park, and should have provided a service benefit to the entire Community, in one or more of the following ways:
 - 1. Served on a City elected or appointed position for at least two terms or 5 years, whichever is greater;
 - 2. Voluntarily served the City as an officer, or board member of, one or more City recognized Service Clubs, volunteer community based organizations or other City service and charitable service organizations, which provide a direct service to Monterey Park residents;
 - 3. A long term community business leader who has served the Community through his/her financial or voluntary efforts to one or more service and charitable service organization or non profit organization in the City of Monterey Park for a period of no less than 10 years.
 - 4. An individual, resident or non resident, who has made a significant or cumulative and positive impact on the Community.
- B. The term "served" means that the individual must demonstrate an active role in providing a benefit to the Monterey Park Community, in addition to service to City service and charitable service organizations.
- C. Special consideration without regard to the above mentioned qualifications, should be given to an individual, resident or non resident, who has deceased while performing service to our community.

SECTION III

NOMINATION PROCESS

- A. Nominations to be submitted, accepted and considered only one time per year. No limit as to the number of years nominated. No limits imposed on the nomination committee as to how many individuals are recommended each year.
- B. Interested parties will be required to fill out an application which will require detailed justification for consideration, provide a picture and other suitable materials deemed necessary. In order to further determine merit, and to add significance to the prestige of the memorial, any individual whose name is put forth should be supported by at least three letters of reference by community members indicating the contribution made and significance, in their opinion.
- C. A nomination committee consisting of 5 members from the two Commissions, 3 Historical Heritage and 2 Recreation and Parks, shall be assigned to review the application and consider the qualifications.
- D. The time period for nominations are in February, with a selection and ceremony to be held in May, close to the anniversary of the City's incorporation.

PASSED AND APPROVED AND ADOPTED this 15th day of March, 2000.


Rita Valenzuela, Mayor
City of Monterey Park
California

ATTEST:

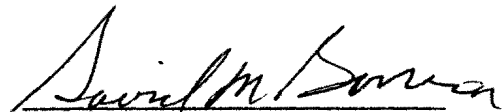

David M. Barron, City Clerk
City of Monterey Park,
California

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, David Barron, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No.10485 Was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 15 day of March , 2000, by the following vote:

AYES:	COUNCILMEMBERS:	CHU, BALDERRAMA, ALONSO, VENTI, VALENZUELA
NAES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE
ABSTAIN:	COUNCILMEMBERS:	NONE

Dated this 15th day of March , 2000.


David M. Barron, City Clerk
City of Monterey Park
California

RESOLUTION NO. 11484

A RESOLUTION AMENDING RESOLUTION NO. 10485 REGULATING THE PROCEDURES FOR NOMINATIONS AND ERECTING TREE MEMORIALS.

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

- A. In 2000, the Monterey Park City Council adopted a resolution to honor community members whose contributions have made a significant impact on the City of Monterey Park by establishing a Tree Memorial Program, and
- B. The City Council believes the display of the these trees and plaques enhances City facilities and inspires citizens to contribute to their community; and
- C. It is in the public interest for persons recognized with a Tree Memorial to be so honored without the need for paying a fee.

SECTION 2: *Amendments.* Resolution No. 10485 is amended as follows:

- A. Section 1 is amended in its entirety to read as follows: "Plaques to be consistent with plaques that are existing in front of City Hall. Similar existing trees at Garvey Ranch Park will be used."
- B. Subsection A of Section 3 is amended in its entirety to read as follows: "Nominations may be submitted, accepted, and considered only once per year. There is no limit to the number of years in which a person may be nominated. Only three nominations will be recommended to the City Council per year. A person may only receive this honor once."

SECTION 3: *City Manager Authorization.* The city manager is authorized to promulgate administrative policies and procedures to implement and facilitate the directives set forth in this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless superseded or repealed.

PASSED AND ADOPTED this 2nd day of May, 2012.



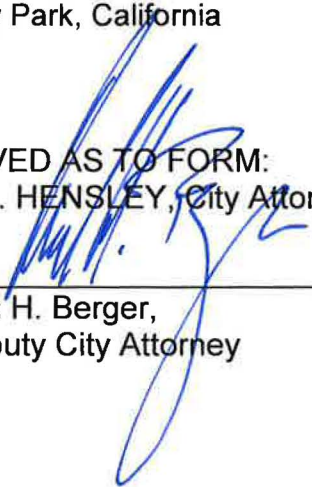
David Lau, Mayor
Monterey Park, California

ATTEST:



David Barron, CMC, City Clerk
Monterey Park, California

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: 

Karl H. Berger,
Deputy City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF MONTEREY PARK)

I, DAVID M. BARRON, CMC, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 11484 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 2nd day of May, 2012, by the following vote:

Ayes:	Council Members: Chu, Wong, Real Sebastian, Ing, Lau
Naes:	Council Members: None
Absent:	Council Members: None
Abstain:	Council Members: None

Dated this 2nd day of May 2012.



David Barron, CMC, City Clerk
Monterey Park, California



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Accepting and appropriating reimbursement funds received from the City of Rosemead related to the 2022-2023 Street Rehabilitation Project at various locations citywide.

RECOMMENDATION

It is recommended that the City Council consider:

1. Authorizing the Director of Public Works to approve change orders and contingency up to \$1,163,057.80, or approximately 17% of the original contract amount for a total project cost of \$8,028,756.80;
2. Accepting and appropriating reimbursement funds received from the City of Rosemead, for costs related to its portion of work on New Avenue, in the amount of \$133,202.80 to the Capital Improvement Project No. 96031 budget; and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act)

The City reviewed the environmental impacts of the Project under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a "project" as defined, respectively. This activity is for general policies and procedure-making consisting of receiving and appropriating funds. Accordingly, this activity is exempt from further review pursuant.

EXECUTIVE SUMMARY

One of the streets included in the 2022-2023 Street Rehabilitation Project (the "Project") is New Avenue which is a shared street with the City of Rosemead ("Rosemead"). On or about March 05, 2024, Rosemead reimbursed the City of Monterey Park ("City") for costs associated with the rehabilitation of a portion of New Avenue that is owned by Rosemead. The reimbursement amount is \$132,202.80 and includes costs for road improvements and project management.

Staff recommends that the City Council increase the contingency amount budgeted for the Project from \$1,029,855 to \$1,163,057.80 to ensure that all funds under the Street Bond are used to rehabilitate additional streets.

BACKGROUND

New Avenue is a street that the City shares with Rosemead. On May 9, 2023, Rosemead City Council approved a reimbursement agreement with the City for the rehabilitation of New Avenue. The City was expected to receive approximately \$152,095.05 as reimbursement for improvements along New Avenue, and was the lead agency providing project management. The City recently received reimbursement in the amount of \$133,202.80 using final work and quantities for New Avenue.

Staff recommends that the entire reimbursement amount of \$133,202.80 be appropriated to the Project's contingency amount so it can be used to rehabilitate additional streets.

FISCAL IMPACT

Funds for Phase 2 of the Project were budgeted in the FY 2022-2023 Capital Improvement Project ("CIP") as Project No. 96031. The total estimated project cost for Phase 2 is \$8,582,124 including 17% contingency, construction management, and inspection. Rosemead reimbursed the City a total of \$133,202.8 for costs related to its portion of work on New Avenue.

CIP #96031 – 2022-23 Street Rehabilitation at Various Locations – Phase 2	
Base Bid	\$6,865,699
Contingency (15%)	\$1,163,057.80
Project/Construction Management/Inspection (10%)	\$686,570
Total Estimated Project Cost	\$8,715,326.80
Project Budget	\$8,715,326.80

Respectfully submitted and prepared by:



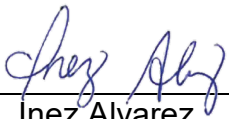
Shawn Igoe
Director of Public Works

Reviewed by:



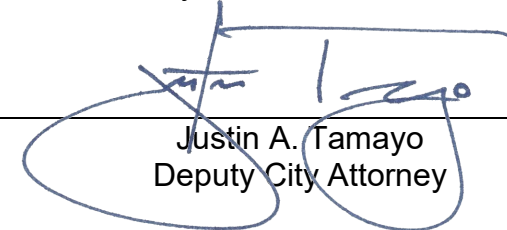
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: 2024 Sewer Manhole Rehabilitation – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Sancon Technologies, Inc., in the amount of \$156,045 for the 2024 Sewer Manhole Rehabilitation Project, CIP 99026;
2. Authorizing the Director of Public Works to approve change orders and contingency up to \$23,407 (15%) of the contract amount, for a total project cost of \$179,452; and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

It is recommended that the City Council find that the proposed work is exempt from additional environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines (14 Cal. Code of Regs. § 15000, et seq.) § 15301(c) (Existing Facilities) which exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use. Subsection (c) of Section 15301 notes that repair of existing highways and streets, sidewalks, gutters, and bicycle and pedestrian trails—like the proposed work—are exempt from CEQA if additional automobile lanes are not created.

EXECUTIVE SUMMARY

Per Resolution No. 2023-R52, the Public Works Director solicited bids for the 2024 Sewer Manhole Rehabilitation project, Capital Improvement Project No. 99026. One bid was received on February 28, 2024 from Sancon Technologies, Inc. Staff recommends that the City Council authorize the City Manager to execute a Public Works contract with Sancon Technologies, Inc., responsible bidder, for the 2024 Sewer Manhole Rehabilitation project in the amount of \$156,045, plus 15% contingency for a total of \$179,452.

The City Council may also reject all bids and readvertise the project.

BACKGROUND

The 2023-24 Capital Improvement Program includes the 2024 Sewer Manhole Rehabilitation project as Project No. 99026 to be funded by Fund #411 Sewer Funds. The

proposed project involves improvements at thirteen (13) manholes with varying depths from 7-feet to 11-feet. Improvements consist of installation of temporary flow-through sewage bypass systems, manhole cleaning, surface preparation, mineral deposit removal, concrete spot repairs, infiltration mitigation and manhole coating.

Bids for this Public Works project were received on February 28, 2024, and includes the following bid:

RANK	BIDDER	BASE BID AMOUNT
1	Sancon Technologies, Inc	\$156,045

The bid submitted by Sancon Technologies was the only responsive bid from a responsible bidder. Sancon Technologies, Inc.'s contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified. Staff also checked the contractor's references and received positive feedback.

FISCAL IMPACT

The proposed project is budgeted in the 2023-2024 fiscal year Capital Improvement Program under CIP 99026 and is funded by Fund # 411 Sewer Fund. The total estimated project cost for this project is \$191,952.00, including the contract amount, contingency, and construction management and inspection.

CIP 99026 – 2024 Sewer Manhole Rehabilitation	
Construction Contract Amount (Sancon Technologies, Inc.)	\$156,045.00
Contingency (15%)	\$23,407.00
Project/Construction Management/Inspection	\$12,500.00
Total Estimated Project Cost	\$191,952.00

Respectfully submitted & prepared by:



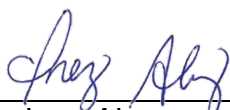
Shawn Iggoe
Director of Public Works

Reviewed by:



Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Ephraim S. Margolin
Deputy City Attorney

ATTACHMENTS

1. Sancon Technologies, Inc. Bid Proposal

ATTACHMENT 1

Sancon Technologies, Inc. Bid Proposal

SECTION C. BIDDERS PROPOSAL
(Entire section C shall be submitted with the bid)

BIDDER'S NAME: SANCON TECHNOLOGIES, INC

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BID SCHEDULE					
For 2024 Sewer Manhole Rehabilitation, Specification No. 2024-002					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Mobilization and Demobilization	1	LS	\$7,000	\$7,000
2	Manhole Rehabilitation: 7-11 feet manhole depth	13	EA	\$5,615	\$72,995
3	Concrete Spot Repair	13	EA	\$4,850	\$63,050
4	Infiltration Mitigation	13	EA	\$1,000	\$13,000
TOTAL BASE BID AMOUNT IN NUMBERS					\$156,045
TOTAL BASE BID AMOUNT IN WORDS:					
ONE HUNDRED FIFTY SIX THOUSAND FORTY FIVE DOLLARS					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.

A. Mobilization / Demobilization

B. Traffic Control

C. NPDES, WUECP, and Best Management Practices (BMPs), Public Convenience and Safety

D. Construction Staking by Land Surveyor

E. Clearing and Grubbing

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.

All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name:	NA	\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		\$ _____

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name <u>COSTA MESA SANITARY DISTRICT</u>	Project Name and Brief Description <u>REHABILITATE (15) MANHOLES</u>	
Contact Name and Title <u>MARK ESQUER - DIST. ENGINEER</u>		
Tel: <u>(949) 645-8400 EXT 241</u> E-mail: <u>MESQUER@CMSDOA.GOV</u>	Contract Value: <u>\$140,176</u>	Year Completed: <u>2023</u>

Reference 2		
Agency Name <u>PAMONA MUNICIPAL WATER DISTRICT</u>	Project Name and Brief Description <u>REHABILITATE (30) MANHOLES</u>	
Contact Name and Title <u>RICARDO SOTO, ENGINEER</u>		
Tel: <u>(760) 788-2260</u> E-mail: <u>RSOTO@PMWD.ORG</u>	Contract Value: <u>\$243,092</u>	Year Completed: <u>2023</u>

Reference 3		
Agency Name <u>CITY OF HANFORD</u>	Project Name and Brief Description <u>REHABILITATE (11) MANHOLES</u>	
Contact Name and Title <u>JENNIFER MINEAR, PM</u>		
Tel: <u>(559) 585-2559</u> E-mail: <u>JMINEAR@HANFORD.CITY</u>	Contract Value: <u>\$118,763⁵⁰</u>	Year Completed: <u>2021</u>

Reference 4		
Agency Name <u>EASTERN MUNICIPAL WATER DISTRICT</u>	Project Name and Brief Description	
Contact Name and Title <u>JASON BEARD, COLLECTION MANAGER</u>		
Tel: <u>(951) 928-3777</u>	Contract Value: <u>\$38,810</u>	Year Completed: <u>2022</u>
E-mail: <u>BEARDJA@EMWD.ORG</u>		

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: JOHN HERNANDEZ

Date of Inspection: 2/27/2024

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. N/A Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name:
Authorized Signature:
Name and Title:
Date:

SANCON TECHNOLOGIES, INC.
[Signature]
RYAN HELMUTH, VICE PRESIDENT
2/28/2024

PUBLIC CONTRACT CODE SECTION 7106**Noncollusion Declaration by Bidder**

The undersigned declares:

I am the VICE PRESIDENT of SANCON TECHNOLOGIES, INC., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name:

SANCON TECHNOLOGIES, INC.

Authorized Signature:

Name and Title:

RYAN HEUMUTH, VICE PRESIDENT

Date:

2/28/2024

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been X has been (indicate YES or NO after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been YES** explain the circumstances below:

N/A

Bidder's Name:

SANCON TECHNOLOGIES, INC

Authorized Signature:

RYAN HELMUTH, VICE PRESIDENTS

Name and Title:

Date:

2/20/2024

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been ☒ **has been** ☐ (indicate YES or NO after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name:

SANLON TECHNOLOGIES, INC.

Authorized Signature:

Name and Title:

RYAN HELMUTH, VICE PRESIDENT

Date:

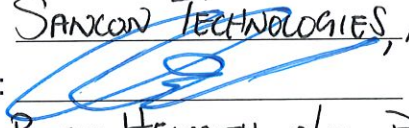
2/28/2024

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been X has been (indicate YES or NO after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: SANCON TECHNOLOGIES, INC
Authorized Signature: 
Name and Title: RYAN HELMUTH, VICE PRESIDENT
Date: 2/28/2024

BIDDER INFORMATIONBidder's Name: SANCON TECHNOLOGIES, INCAddress: 5841 ENGINEER DRIVE HUNTINGTON BEACH CA 92649Form of Legal Entity: CORPORATIONIf a Corporation, State of Incorporation: CALIFORNIAState Contractor's Class and License No.: A, B, C10, C31 774055

Contact Person Information:

Name: JOHN HERNANDEZ Title: PROJECT MANAGERE-mail: JOHNH@SANCON.COM Tel: (714) 785-6760

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

CINCK PARSONS - PRESIDENT, RYAN HELMUTH - VICE PRESIDENT
GARY DREW - SECRETARY

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

N/A

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

Previous contract performance history:

Was any contract terminated previously: NO

If the answer to the above is "yes", provide the following information:

Contract/project name and number: N/A
Date of termination: N/A
Reason for termination: N/A
Owner's name: N/A
Owner contact person and tel. no.: N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this ____ day of _____, 20__.

BIDDER SANWON TECHNOLOGIES, INC
CHUCK PARSONS - PRESIDENT 
RYAN HELMUTH - VICE PRESIDENT
GARY DREW - SECRETARY 

Subscribed and sworn to this 28TH day of FEBRUARY, 2021

NOTARY PUBLIC See attached form.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of OrangeOn 02/28/2024

Date

before me, Mo Sexton - Notary Public*Here Insert Name and Title of the Officer*personally appeared Chuck Parsons, Ryan Helmuth, Gary Drew*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Signature of Notary Public***OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

PROPOSAL GUARANTEE**BID BOND**

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS that _____,
as BIDDER, AND _____, as SURETY, are held and firmly
bound unto the City of Monterey Park, in the penal sum of _____
(\$ _____) dollars, lawful money of the United States, which is 10 percent of the total
amount bid by BIDDER to the City of Monterey Park for the **2024 SEWER MANHOLE
REHABILITATION SPECIFICATION NO. 2024-002** ("Public Project"), for the payment of
which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these
presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about
to submit a bid to the City of Monterey Park for the above stated project, if said bid is
rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER
in the manner and time specified, then this obligation shall be null and void, otherwise it
shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals
this ____ day of _____, 20__.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL_____
SURETY**PRINCIPAL's MAILING ADDRESS:****SURETY's MAILING ADDRESS:**_____

NOTE: All signatures shall be acknowledged by a notary public.

PROPOSAL GUARANTEE**CERTIFIED CHECK or CASHIER'S CHECK**

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of (\$ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **2024 SEWER MANHOLE REHABILITATION SPECIFICATION NO. 2024-002** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

N/A

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Consent Calendar - 3K

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Memorandum of Agreement for the Coordinated Integrated Monitoring Program Additional Costs

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute the Memorandum of Agreement, in a form approved by the City Attorney, for the additional costs of \$22,799.02 for the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed Management Area; and
2. Taking such additional, related, action that may be desirable.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The City reviewed the environmental impacts of the Project under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a "project" as defined, respectively. The activity consists of comprehensive data collection efforts to monitor the aquatic toxicity that is present in downstream receiving waters. The purpose of the project is to determine if possible actions are necessary to protect natural resources and the environment. Subsequent actions undertaken to protect the environment will be evaluated separately under the CEQA Guidelines. Accordingly, this activity is exempt from further review.

EXECUTIVE SUMMARY:

On April 18, 2018, City Council approved the Memorandum of Agreement ("MOA") with the San Gabriel Valley Council of Governments to cooperatively share costs in the

implementation of the Coordinated Integrated Monitoring Program (“CIMP”) and Enhanced Watershed Management Plan (“EWMP”) for the Upper Los Angeles River Watershed Management Area. The CIMP activities ended up costing more than initially scoped and the City’s share of the cost for the overage is \$22,799.02. Staff is requesting that City Council authorize the City Manager to execute a new MOA for the additional cost.

BACKGROUND:

On November 6, 2013, City Council approved Monterey Park’s participation in the City of Los Angeles’ collaborative effort to develop the CIMP and EWMP as a means to comply with the Municipal Separate Storm Sewer System (“MS4”) permit that was adopted by the California Regional Water Quality Control Board, Los Angeles Region. The collaboration includes a total of 19 jurisdictions.

The scope of work for the CIMP included installation and maintenance of sampling sites to determine levels of contamination of storm water discharges into the watershed area. The CIMP was a highly technical program to verify the effectiveness of the EWMP as it is implemented. The cost for the City to undertake this effort alone would likely have been much higher than the collaborated effort with other jurisdictions.

On April 18, 2018, City Council agreed to cooperatively share the costs of the implementation of the CIMP based on the cost estimates. The final costs for the effort are higher than initially scoped due to delays in permitting and unpredictable wet weather periods. In addition, some monitoring stations experienced acts of vandalism that required them to be either rebuilt or fortified.

The overages were reported at the Upper Los Angeles River Watershed Management monthly meetings in 2020 but the reconciliation of the final costs did not become available until February 2024. The new Memorandum of Agreement is also with the San Gabriel Valley Council of Governments (SGVCOG) that is the contract administrator for the program.

2023-2024 STRATEGIC PLAN GOAL:

The CIMP is a collaborative effort to address stormwater contamination locally and regionally. Participation in this program supports the City’s sustainability goal.

FISCAL IMPACT:

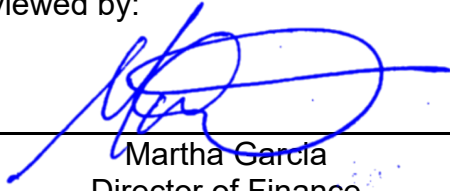
Costs related to stormwater programs are paid with the Refuse Fund (421). The current year budget (FY 2023-2024) has sufficient funds to cover the City's share of cost of \$22,799.02.

Respectfully submitted by:



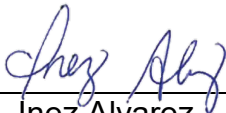
Shawn Igoe
Director of Public Works

Reviewed by:



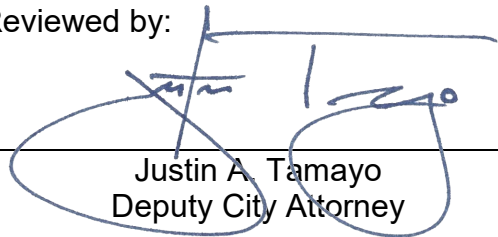
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENT

1. Memorandum of Agreement with San Gabriel Valley Council of Governments

ATTACHMENT 1
Memorandum of Agreement with
San Gabriel Valley Council of Governments

**MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND THE CITY OF MONTEREY PARK**

This Memorandum of Agreement (“MOA”) is made and entered into as of the date of execution set forth below by and between the City of Monterey Park, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the 2012 MS4 Permit became effective on December 28, 2012, and required that the Los Angeles County Flood Control District (LACFCD), the County of Los Angeles (COUNTY), and 84 of the 88 cities within the County comply with its prescribed elements; and

WHEREAS, the 2021 MS4 Permit became effective on September 11, 2021, superseding the 2012 MS4 Permit, and requires the COUNTY, LACFCD, 85 cities within the coastal watersheds of Los Angeles County, the Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County to comply with its prescribed elements; and

WHEREAS, the MS4 Permit identifies the City as an MS4 permittee responsible for compliance with the Permit’s requirements pertaining to the City’s jurisdictional area in the Upper Los Angeles River Watershed Management Area; and

WHEREAS, the cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Los Angeles, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City and LACFCD and the COUNTY formed the Upper Los Angeles River Watershed Management Group (ULAR WMG) to collaborate on the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit, with the City of Los Angeles serving as the ULAR WMG lead agency; and

WHEREAS, the ULAR WMG agencies executed an agreement to collaborate on the development of a WMP and a CIMP in accordance with the MS4 Permit for a portion of the Upper Los Angeles River Watershed Management Area to comply with all applicable monitoring requirements of the MS4 Permit (the “ULAR WMG MOA”); and

WHEREAS, the ULAR WMG agencies agreed to cooperatively share and fully fund the costs of the implementation of the CIMP and WMP and agreed to have the SGVCOG invoice and collect funds from each of the ULAR WMG agencies to cover the costs of implementation; and

WHEREAS, per Section 8.c. of the ULAR WMG MOA, if the City of Los Angeles incurred costs greater than the contract estimates contained in Exhibit A of the ULAR WMG MOA, the ULAR WMG agencies

agreed to pay the City of Los Angeles (through SGVCOG) for their proportional share of the additional expenditures at an amount not to exceed ten percent (10%) of their proportional annual cost; and

WHEREAS, the City's proportional share of the additional expenditures exceeds ten percent, and any costs which exceed this ten percent (10%) contingency required an amendment to the ULAR WMG MOA. The ULAR WMG MOA expired on June 30, 2023, and the SGVCOG and the ULAR WMG agencies were unable to amend the ULAR WMG MOA before its expiration due to the reconciliation process; and

WHEREAS, the SGVCOG will be entering into new agreements with ULAR WMG agencies that incurred costs which exceed their ten percent (10%) contingency; and

NOW, THEREFORE, the SGVCOG and City desire to enter into a new agreement in which the SGVCOG will invoice the City for its proportional share of the additional expenditures and agree as follows:

I. RECITALS:

The above Recitals are made a substantive part of this MOA.

II. TERM:

The term of this MOA shall become effective upon execution by both Parties and shall continue until the City's payment of the invoice per Section III.

III. INVOICING AND PAYMENT:

The SGVCOG will invoice the City in an amount not exceeding \$22,799.02. The City shall pay the invoice within sixty (60) days of receipt of the invoice from the SGVCOG.

IV. NOTICES/INVOCES:

Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the City and/or SGVCOG at the respective addresses set forth in Exhibit A attached hereto and incorporated herein by reference. The City and SGVCOG shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit A. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit A.

[Signature page to follow.]

IN WITNESS WHEREOF, the City and SGVCOG hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

FOR THE CITY OF MONTEREY PARK:

By: _____
Inez Alvarez
City Manager

Date: _____

APPROVED AS TO FORM:

Karl H. Berger
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS:

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

David DeBerry
General Counsel

EXHIBIT “A”

ULAR WMG Agency Representatives

[Behind this page.]

Upper Los Angeles River Watershed Management Area Agency Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Alfredo Magallanes E-mail: alfredo.magallanes@lacity.org Phone: (213) 485-3958
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Mark Lombos E-mail: mlombos@dpw.lacounty.gov Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Jalaine Verdiner E-mail: jquintr@dpw.lacounty.gov Phone: (626) 300-4666
City of Alhambra 111 South First Street Alhambra, CA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571
City of Burbank P.O. Box 6459 Burbank, CA 91510	Stephen Walker E-mail: SWalker@burbankca.gov Phone: (818) 238-3804
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Tatiana Holden E-mail: tholden@cityofcalabasas.com Phone: (818) 224-1600
City of Glendale Engineering Section 633 East Broadway, Room 209 Glendale, CA 91206- 4308	Maurice Oillataguerre E-mail: moillataguerre@glendaleca.gov Phone: (818) 550-4511
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo E-mail: jbellomo@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Patrick DeChellis E-mail: pdechellisi@lcf.ca.gov Phone: (818) 790-8882

City of Montebello 1600 W Beverly Blvd Montebello, CA 90640	James A. Enriquez E-mail: jenriquez@cityofmontebello.com Phone: 323-887-1200 Rita Montalvo E-mail: rmontalvo@cityofmontebello.com Phone: 323-887-1200 Ext 469
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896	Xochitl Tipan E-mail: xtipan@montereypark.ca.gov Phone: (626) 307-1383
City of Pasadena 100 N Garfield Ave Pasadena, CA 91101-1726	Dawn Petschauer E-mail: dpetschauer@cityofpasadena.net Phone: (626) 744-3929
City of Rosemead 8838 East Valley Blvd. Rosemead, CA 91770-1787	Michael Chung E-mail: mchung@cityofrosemead.org Phone: (626) 569-2158 Eddie Chan E-mail: echan@cityofrosemead.org Phone: (626) 569-2154
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Kenneth Jones Email: kjones@sfcity.org Phone: (818) 898-1240
City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775	Greg De Vinck E-mail: gdevinck@sgch.org Phone: (626) 308 - 2825 Capucine Hernandez E-mail: chernandez@sgch.org Phone: (626) 308-2825
City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691	Amber Shah E-mail: ashah@cityofsanmarino.org Phone: (626) 300 - 0787
City of South El Monte 1415 Santa Anita Ave. South El Monte, CA 91733	Rene Salas E-mail: rsalas@soelmonte.org Phone: (626) 579-6540 Fax: (626) 579-2409
City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298	Ted Gerber E-mail: tgerber@southpasadenaca.gov Phone: (626) 403-7240
City of Temple City 9701 Las Tunas Drive Temple City, CA 9178	Andrew Coyne E-mail: acoyne@templecity.us Phone: (626) 285-2171 Ext. 4344
San Gabriel Valley Council of Governments 1333 Mayflower Avenue, Suite 360 Monrovia, CA 91016	Marisa Creter Email: mcreter@sgvcog.org Phone: (626) 457-1800



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council
FROM: Inez Alvarez, City Manager
SUBJECT: Public Hearing to Consider TEFRA Funding for the Monterey Park Senior Village

RECOMMENDATION:

It is recommended that the City Council consider:

1. Conducting a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") and the Internal Revenue Code of 1986 in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the "CMFA"), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$40,000,000 (the "Bonds") to finance or refinance the acquisition, rehabilitation, improvement and equipping of a senior multifamily rental housing project, Monterey Park Senior Village, located at 1935 Potrero Grande Drive, Monterey Park, California (the "Project");
2. Adopting a resolution to become a member of the CMFA and approving the financing of the Project by the CMFA; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In February 2024, the Borrower, AMG & Associates, LLC, requested that the California Municipal Finance Authority (CMFA) serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$40,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance or refinance the acquisition, rehabilitation, improvement and equipping of a senior multifamily rental housing project located at 1935 Potrero Grande Drive, Monterey Park, California.

The legal notice of this hearing was published in the Monterey Park Progress and posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center on March 18, 2024, with affidavits of posting on file.

BACKGROUND:

In February 2024, AMG & Associates, LLC requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$40,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance or refinance the acquisition, rehabilitation, improvement and equipping of a senior multifamily rental housing project located at 1935 Potrero Grande Drive, Monterey Park, California.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, a public entity must hold a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Here, AMG & Associates requested that the City hold the hearing; it has agreed to reimburse the City for all costs associated with conducting that public hearing.

In order for the CMFA to have the authority to serve as the issuer of the bonds for the Project, it is necessary for the City of Monterey Park to become a member of the CMFA. Attached to this report is a copy of the Joint Exercise of Powers Agreement to be executed by the City.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the the City.

The Joint Exercise of Powers Agreement expressly provides that the City may withdraw from such agreement upon written notice to the Board of Directors of the CMFA. In the case of the proposed bond financing for the Borrower, the City following its execution of the Joint Exercise of Powers Agreement, could, at any time following the issuance of the Bonds, withdraw from the CMFA by providing written notice to the Board of Directors of the CMFA.

2023-2024 STRATEGIC PLAN GOAL:

This item helps meet the **Housing** goal of the City Council by assisting in the funding of rehabilitation for a senior housing project in Monterey Park.

FISCAL IMPACT:

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and **the City will have no liability or responsibility for the Project or the repayment of the Bonds** for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

There are no costs associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the City in the CMFA will not impact the City’s appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing, adopting the required resolution and executing the Joint Exercise of Powers Agreement of the CMFA, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

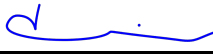
The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Monterey Park it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

Respectfully submitted by:



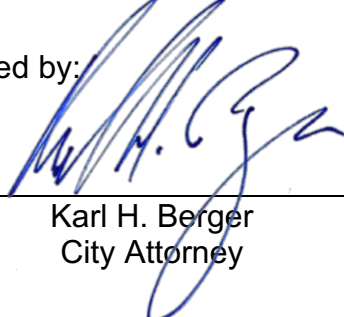
Inez Alvarez
City Manager

Prepared by:



Diana Garcia
Assistant City Manager

Reviewed by:



Karl H. Berger
City Attorney

Reviewed by:



Martha Garcia
Finance Director

ATTACHMENTS:

1. Resolution of Council Approving the Issuance of California Municipal Authority Revenue Bonds for Monterey Park Senior Village
2. Joint Powers Authority Agreement

ATTACHMENT 1

Resolution of Council Approving the Issuance of California Municipal Authority Revenue Bonds for Monterey Park Senior Village

RESOLUTION NO. _____

**RESOLUTION APPROVING, AUTHORIZING AND DIRECTING
EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY
AND APPROVING THE ISSUANCE OF EXEMPT FACILITY BONDS FOR
A QUALIFIED RESIDENTIAL RENTAL PROJECT BY THE AUTHORITY
FOR THE PURPOSE OF FINANCING OR REFINANCING THE
ACQUISITION, REHABILITATION AND IMPROVEMENT OF CERTAIN
FACILITIES FOR THE BENEFIT OF MONTEREY PARK SENIOR
VILLAGE PHASE II, LP**

The City Council of the City of Monterey Park resolves as follows:

SECTION 1: The City Council finds and declare as follows:

- A. The California Municipal Finance Authority (the "Authority"), is authorized pursuant to Government Code §§ 6500, *et seq.* and the terms of a Joint Exercise of Powers Agreement, dated January 1, 2004 (the "Agreement"), among certain local agencies throughout the State of California, to issue revenue bonds for the purpose of promoting economic development in the state of California..
- B. Monterey Park Senior Village Phase II, LP (the "Borrower") a partnership of which AMG & Associates, LLC (the "Developer") or a related person to the Developer is the general partner, requested that the Authority adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$40,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a senior multifamily rental housing project located at 1935 Potrero Grande Drive, Monterey Park, California (the "Project").
- C. The Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"). Pursuant to Section 147(f) of the Code, before their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice;
- D. The members of this City Council ("Council") are the applicable elected representatives of the City;
- E. Notice of this public hearing was published in a newspaper of general circulation regarding the Bonds at least 14 days before the public hearing. Such public hearing was conducted on such date, at which time an

opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds;

- F. It is intended that this Resolution constitutes the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 4 of the Agreement.
- G. The City Council determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority.
- H. The Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of capital projects.

Section 2. The foregoing recitals are true and correct.

Section 3. The Council approves the issuance of the Bonds by the Authority. It is the purpose and intent of the Council that this resolution constitutes approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 4 of the Agreement.

Section 4. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 5. The issuance of the Bonds is subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City has no responsibility or liability whatsoever with respect to the Bonds.

Section 6. The adoption of this Resolution does not obligate the City to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 7. The executing officers(s), the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 8. The City Clerk must forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Ronald E. Lee, Esq.

Jones Hall, APLC
475 Sansome Street, Suite 1700
San Francisco, CA 94111

Section 9. This Resolution takes effect immediately upon its passage.

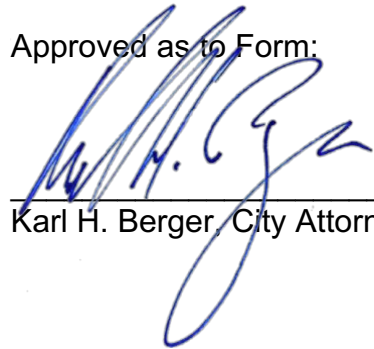
PASSED AND ADOPTED this 26th day of March 2024.

Thomas Wong, Mayor

Attest:

Maychelle Yee, City Clerk

Approved as to Form:



Karl H. Berger, City Attorney

ATTACHMENT 2

Joint Powers Authority Agreement

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the “Members” and those parties initially executing this Agreement are referred to as the “Initial Members”):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein “Bonds”), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the “California Municipal Finance Authority” for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority’s debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “California Municipal Finance Authority” (the “Authority”), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the “Board,” or the “Directors” and each a “Director”) of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the “Foundation”), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the “Treasurer”) pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an “Indenture”) providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term “Fiscal Year” shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

[SIGNATURE PAGE FOR JPA AGREEMENT]

IN WITNESS WHEREOF, the City of Monterey Park has caused this Agreement to be executed and attested by its duly authorized representatives as of the 26th day of March 2024.

Member:

CITY OF MONTEREY PARK

By _____
Name:
Title:

ATTEST:

Maychelle Yee, City Clerk

Approved as to Form:

Karl H. Berger, City Attorney



City Council Staff Report

DATE: March 26, 2024

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council

FROM: Inez Alvarez, City Manager
Karl H. Berger, City Attorney

SUBJECT: Business Attraction Program

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing this report;
2. Providing direction as may be desirable; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY

After dissolving redevelopment agencies, the California Legislature adopted "Economic Opportunity" legislation in 2014 which allows use of public funds to promote economic development (SB 470, Wright 2013). Depending on the type of economic development a city is seeking to promote, a city may be required to make findings to demonstrate that the development of the property is likely to create jobs, improve tax revenues, or satisfy a need for affordable housing. Additionally, cities may acquire, sell, or lease real property in furtherance of economic development (AB 806, Dodd and Frazier 2015).

The City Council's 2023-24 Strategic Plan includes a goal of Economic Development within the City. Utilizing elements of the Economic Opportunity legislation may help advance this goal.

BACKGROUND

Government Code §§ 52200 to 52203 generally allow cities to expend public monies to help private enterprise for "economic opportunity." To be classified as an "economic opportunity," an agreement or project must fall under any one of the following categories:

- **Development agreements and other agreements that create new jobs**, provided that the city council finds that the agreement will create at least one new job for every \$35,000 spent;
- **Development agreements that increase property tax revenues**, provided that the city council finds that the agreement will increase the total property tax resulting from the project "at full implementation" at least 15% when compared to the year before acquiring property;
- **Projects leading to the creation of affordable housing**, provided that there

is a demonstrated need for affordable housing in the community;

- **Projects that meet the goals of the “Sustainable Communities and Climate Protection Act of 2008”** and are also a component of a sustainable communities or alternative planning strategy; and
- **Transit priority projects.**

For these economic opportunities, cities may assist a private enterprise as follows:

Option 1: Acquire, sell, or lease real property. Real property, however, cannot be acquired via eminent domain for an economic opportunity. Moreover, real property that was acquired by eminent domain (for purposes other than an economic opportunity) cannot be sold or leased for less than fair market value.

Notice and Hearing Requirements for Real Property:

Acquisition, sale or lease of real property must be approved by City Council resolution after a public hearing. Notice must be published for two successive weeks before the public hearing; the City must make a report related to real property transaction available for inspection including, without limitation, a copy of the proposed agreement; information relating to the cost of the agreement to the city; the estimated value of the property interest; and an explanation as to why the sale or lease of the property would benefit economic development.

Option 2: Issue loans to owners or tenants for rehabilitating commercial buildings or structures.

Notice and Hearing Requirements for Programs and Agreements for Rehabilitation of Commercial Buildings:

The Government Code allows a city to create programs for loaning funds to owners or tenants for the purpose of rehabilitating commercial buildings or structures. Such loans must be memorialized in loan agreements. Additionally, loans may only be authorized after a public hearing after which the city council finds that such “assistance is necessary for the economic feasibility of the development and that the assistance cannot be obtained on economically feasible terms in the private market.” This is the same process for public assistance with developing or rehabilitating industrial or manufacturing properties.

Option 3: Finance facilities or capital equipment needed for industrial or manufacturing purposes.

➤ **Notice and Hearing Requirements for Development Subsidies of \$100,000 or More**

A city may also issue an economic development subsidy, such as a bond, loan, or incentive. Doing so requires a city to comply with certain notice and hearing requirements before granting an “economic development subsidy” in the amount of \$100,000 or more, and must provide a report showing the efficacy of the subsidy.

An “economic development subsidy” is defined as:

“any expenditure of public funds or loss of revenue to a local agency in the amount of one hundred thousand dollars (\$100,000) or more, for the purpose of stimulating economic development within the jurisdiction of a local agency including, without limitation, bonds, grants, loans, loan guarantees, enterprise zone or empowerment zone incentives,¹ fee waivers, land price subsidies, matching funds, tax abatements, tax exemptions, and tax credits.”^{2 3}

Before approving an economic development subsidy, a city must provide certain information in a publicly available written form and on the city website. That information must remain available during the term of the subsidy. That information includes identifying information pertaining to entities (aside from sole proprietorships) receiving the subsidy; a description of the subsidy and its purpose; and the estimated number of tax revenue and jobs generated by the subsidy. The city also must provide public notice and a hearing before the subsidy may be granted.

Within the term of the grant of the subsidy, but not later than five years following the grant of an economic development subsidy, a city must issue a report regarding the subsidy. That report must be available to the public and posted on the city website. The report must contain the same information provided when the subsidy was first approved. In addition, it must include information related to the success of the subsidy, such as tax revenue and number of jobs created. During that time, the city must also hold a hearing to consider oral commentary on the report. If a particular economic development subsidy has a term of ten years or longer, the city must also hold a hearing when the term of the subsidy concludes.

¹ Note that the Enterprise Zone Act was repealed, and enterprise zones were dissolved as of January 2014 by AB 93 (Committee on Budget, 2013).

² Gov’t. Code § 53083.

³ Note that for the purposes of reporting requirements, expenditures related to the provision of low-income housing are not considered “economic development subsidies.”

➤ **Advancing the City Council's Strategic Plan**

To advance the Strategic Plan, the City Council may wish to consider directing the City Manager and City Attorney to draft a Business Attraction Plan ("BAP") utilizing one or more of the above economic opportunity categories. As an initial matter, it is recommended that the City Council consider combining Option 2 and Option 3 into an overall BAP; Option 1 could be accomplished on a case-by-case basis should the need arise.

Any BAP would need to be considered and adopted following a noticed public hearing. A preliminary budget should also be considered.

2023-2024 STRATEGIC PLAN GOAL:

Drafting a BAP helps meet the City Council's 2023-24 Strategic Plan goal of Economic Development.

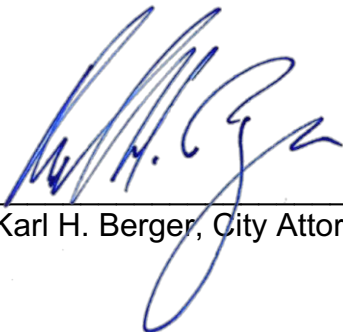
FISCAL IMPACT:

The proposed action does not result in an immediate fiscal impact to the City. Should the City Council adopt a BAP, it would consider its funding methods, sources, and amounts.

Respectfully submitted and prepared by:



Inez Alvarez, City Manager



Karl H. Berger, City Attorney