



# CITY OF LAWNDALE

14717 Burin Avenue, Lawndale, California 90260  
Phone (310) 973-3200 – www.lawndalecity.org

## AGENDA LAWNDALE CITY COUNCIL REGULAR MEETING Monday, February 4, 2019 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a public meeting speaker card and submit it to the city clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up.

Copies of this agenda may be obtained prior to the meeting in the Lawndale City Hall foyer. Copies of staff reports or other written documentation relating to each agenda item are available for public inspection in the Lawndale City Hall foyer and the public library. Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

*This agenda is subject to revision up to 72 hours before the meeting.*

- A. **CALL TO ORDER AND ROLL CALL**
- B. **CEREMONIALS** - Flag Salute and Inspiration
- C. **PRESENTATION**
  - 1. **Lawndale High School Cardinals Football Team – 2018 CIF SoCal 2-A State Champions**
- D. **PUBLIC SAFETY REPORT**
- E. **ITEMS FROM CITY CLERK**
- F. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- G. **COMMENTS FROM COUNCIL**
- H. **CONSENT CALENDAR**

The consent calendar, agenda items 2 through 9, will be considered and acted upon under one motion unless a councilmember removes individual items for further council consideration or explanation.

- 2. **Motion to read by title only and waive further reading of all ordinances listed on the agenda**  
Recommendation: that City Council approve.

3. **2<sup>nd</sup> Reading and Adoption - Updating Posting Locations of Ordinances, Resolutions and Notices**  
Recommendation: that City Council adopt Ordinance No. 1152-19, updating the City's official posting locations for ordinances, resolutions and notices.
4. **Consideration of Claim for Damages**  
Recommendation: that City Council reject the claim filed by Rosa Estrada and instruct staff to process the appropriate correspondence to the claimant.
5. **Consideration of Claim for Damages**  
Recommendation: that City Council reject the claim filed by Law Offices of Raymond Ghermezian, on behalf of Bernardo Lara, and instruct staff to process the appropriate correspondence to the claimant.
6. **2019 Fireworks Permits**  
Recommendation: that City Council award conditional permits to the following organizations: Rotary Club of Lawndale, Lawndale Chamber of Commerce, Christian Heritage Church, Wesleyan Church of Lawndale, Lawndale Youth Football & Cheerleading and Lawndale Little League.
7. **Funding Agreement with the South Coast Air Quality Management District**  
Recommendation: that City Council approve the Funding Agreement between the City and South Bay Air Quality Management District (SCAQMD) in the amount of \$175,000.
8. **Accounts Payable Register**  
Recommendation: that the City Council adopts Resolution No. CC-1902-04, authorizing the payment of certain claims and demands in the amount of \$1,266,894.61.
9. **Minutes of the Lawndale City Council Regular Meeting – January 7, 2019**  
Recommendation: that City Council approve.

I. **PUBLIC HEARING**

10. **Extension of Interim Urgency Ordinance Prohibiting the Operation of Motorized Scooter Programs within the City Limits and Declaring a Moratorium for a Period of Ten (10) Months and Fifteen (15) Days**  
Recommendation: that the City Council (a) conduct a public hearing; (b) determine that Urgency Ordinance No. 1155-19 is exempt from California Environmental Quality Act ("CEQA"); and (c) adopt, by four-fifths (4/5) vote of the City Council, Interim Urgency Ordinance No. 1155-19, extending the 45-day Interim Urgency Ordinance No. 1153-19 by 10 months and 15 days.

**J. ADMINISTRATION**

**11. Purchase and Sale Agreement for City-Owned property located at the Southwest corner of Hawthorne and Manhattan Beach Boulevards to 3600 Torrance Management**

Recommendation: that the City Council enter into a Purchase and Sale Agreement with 3600 Torrance Management for the Property located at Hawthorne and Manhattan Beach Boulevard and authorize the City Manager to make any necessary changes or adjustments during the escrow process to ensure the property is sold.

**12. Updating the Permitting Process for Taxicab Companies**

Recommendation: that the City Council introduce and approve the first reading of Ordinance No. 1156-19, updating the permitting of Taxicab Companies in the City of Lawndale.

**13. Request for Proposals and Draft Agreement for Integrated Solid Waste Management Collection Services**

Recommendation: that the City Council approve the draft Request for Proposal and Agreement for Integrated Solid Waste Management Services and authorize staff to advertise and receive proposals.

**14. Prohibition of Street Cut on Newly Paved Streets**

Recommendation: that the City Council introduce and approve the first reading of Ordinance No. 1154-19, establishing the street cut moratorium on any newly paved street within the City limits.

**15. Annual Street Improvements Change Order No. 1 for FY 16/17**

Recommendation: that the City Council approve the Contract Change Order No. 1 (Extra Work) in the amount of \$30,000.

**K. ITEMS FROM COUNCILMEMBERS**

**16. Mayor/Councilmember Report of Attendance at Meetings and/or Events**

**L. CLOSED SESSION**

**17. Conference with Labor Negotiator** - The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the city manager and city attorney, the City's negotiators, regarding labor negotiations with unrepresented employees, the central management team.

**18. Public Employee Performance Evaluation** - The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the City Manager\

**M. ADJOURNMENT**

City Hall will be closed for the President's Day holiday on the next regular meeting date. Therefore, the next meeting of the City Council will be held at 6:30 p.m. on TUESDAY, February 19, 2019 in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the regular meeting of the City Council to be held on February 4, 2019 was posted not less than 72 hours prior to the meeting.

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Matthew Ceballos, Assistant City Clerk

# Presentation

February 4, 2019

## City Council Meeting

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Presented to

Lawndale High School

Cardinals Football Team

### **CIF State Division 2A Champions**

On December 15, 2018, the Lawndale High School Football Team won the championship game and are now the state champions – officially the Division 2A State Champions!

To reach that goal, they also won the titles of CIF Southern Section Division 5 Champions, and CIF State Southern Regional Division 2A Champions.

According to Superintendent Dr. Gregory O'Brien, "This is a first for Lawndale High School, Centinela Valley, and, I've been told, the first Football State Championship for any South Bay School."

On behalf of the Lawndale City Council, I would like to congratulate the entire team and their coaches on this phenomenal accomplishment, which I'm sure came with many sacrifices during the year.

I'd like to ask the team coaches and Superintendent Dr. Gregory O'Brien (if he is here) to come forward, say a few words, and receive the certificates on behalf of the entire team.

**Lawndale Cardinals Football Team  
CIF State Division 2A Champions**

**Centinela Valley Union High School District**

**Championship Game Played on Saturday, December 15, 2018**

Number	First Name	Last Name	Year
1	Jordan	Wilmore	12
2	Jalon	Daniels	11
3	Jonathan	Watson	12
4	Ryan	Rosser	12
5	Rashaad	Sylvester	12
6	Stanley	Livingstone	12
7	Makell	Esteen	11
8	Keenan	Fyles	12
9	Joshua	Barbarin	11
10	Demarjae	Gilmore	12
11	Elijah	Jackson	11
12	Daejon	Anderson	12
13	Jeffery	Trepagnier	10
15	Mark	Blocker	12
16	Carl	Fullwood	9
17	Justin	Weathersby	9
18	Joshua	Thurman	12
19	Jared	Barbarin	11
20	Keelan	Walton	12
21	D'Arie	Jones	9
23	Tolulope	Sigbeku	11
25	Deladia	Walker	11
26	Artie	Myles	9
27	Eric	Hinckley	9
28	Jonathan	Young	10
29	Kevin	Guzman	11
31	Darius	Williams	11
33	Harold	Tai	10

**Lawndale Cardinals Football Team  
CIF State Division 2A Champions**

**Centinela Valley Union High School District**

**Championship Game Played on Saturday, December 15, 2018**

34	Jakai	Johnson	12
35	Tyler	Dixon	10
42	Latani	Vainikolo	12
43	Amanaki	Fahina	12
44	Mafua	Kalolo	10
45	Tuli	Tuipulotu	11
50	Terrance	Bridgewater	12
52	Nicholas	Paredes	12
53	Victor	Chidi	12
55	Keyahn	Pinkston	12
58	Leonardo	Rodriguez	11
63	Isaiah	Pualani	11
65	Tuitupou	Manu	11
68	Daniel	Leanos	10
75	Sione	Tai	12
77	Roland	Fullwood	10
83	Delon	Walker	11

**COACHES**

First Name	Last Name	Title
Travis	Clark	Head Coach
Sean	Weston	Assistant Coach
Terry	Wilson	Assistant Coach
Andre	Gaines	Assistant Coach
Alvin	Steen	Assistant Coach
Thomas	Chin	Assistant Coach
Myer	Linter	Assistant Coach
Justin	Ellis	Assistant Coach
Devon	Esteen	Assistant Coach
James	Swain	Assistant Coach
Jose	Erickson	Assistant Coach

**City of Lawndale**  
**Certificate of Commendation**

*Recognizing*

*Lawndale High School Cardinals Football Team*

*Centinela Valley Union High School District*

**(Player/Coach Name)**  
**CIF State Division 2A Champions**

**December 2018**

**Mayor Robert Pullen-Miles**

**Mayor Pro Tem James H. Osborne**

**Councilmember Bernadette Suarez**

**Councilmember Pat Kearney**


**Councilmember Dan Reid**

**Presented February 4, 2019**





**CITY OF LAWDALE**  
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: February 4, 2019  
TO: Honorable Mayor and City Council  
FROM: Matthew R. Ceballos, Assistant City Clerk   
SUBJECT: Motion Pertaining to the Reading of Ordinances

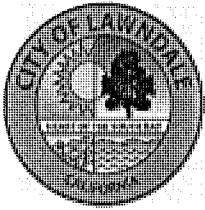
BACKGROUND

California Government Code reads, in part, as follows:

"Except when, after reading the title, further reading is waived by regular motion adopted by majority vote, all ordinances shall be read in full either at the time of introduction or passage."

RECOMMENDATION

Staff recommends that the City Council read by title only and waive further reading of all ordinances listed on the agenda.





## CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200, FAX (310) 644-4556  
www.lawndalecity.org

DATE: February 4, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Matthew R. Ceballos, Assistant City Clerk 

SUBJECT: Updating Posting Location of Ordinances, Resolutions and Notices – 2<sup>nd</sup> Reading

### BACKGROUND

On December 28, 1959, the newly formed City Council of the City of Lawndale adopted Ordinance No. 1 creating the foundation for today's municipal code. One of the many provisions of this ordinance involved the designation of certain locations for the posting of ordinances, resolutions, agendas, and notices. Consistent with state law three official posting locations were identified. Over the years the official posting locations have been updated via Ordinance as the location of facilities changed. The official posting locations are codified in Section 2.12.080 of the Lawndale Municipal Code.

### STAFF REVIEW

The California Government Code Section 54954.2(a)(1) now states that the City agenda shall “specify the time and location of the regular meeting and shall be ***posted in a location that is freely accessible to members of the public*** and on the local agency's Internet Web site, if the local agency has one.” (*emphasis added*). Accordingly, in the internet-era, only one physical posting location is required. However, the California Attorney General strictly interpreted the language of California Government Code Section 54954.2(a)(1) to require posting in a location accessible to the public 24 hours a day during the mandated 72-hour posting period. Hence, the Attorney General has concluded that a public building that is locked during the evening hours does not satisfy the statutory requirements for posting the agenda.

Currently, the official posting locations designated in Section 2.12.080 of the Lawndale Municipal Code are the Community Center, City Hall, and Post Office. Below are the current hours of accessibility for the three official posting locations:

<b>Location</b>	<b>Accessible Hours</b>
City Hall 14717 Burin Avenue, Lawndale, California	Monday through Thursday 7:00 a.m. to 6:00 p.m.
Lawndale Community Center 14700 Burin Avenue, Lawndale, California	Monday through Thursday - 7:00 a.m. to 8:00 p.m. Friday - 7:00 a.m. to 4:00 p.m. Saturday - 10:00 a.m. to 2:00 p.m.
United States Post Office 4320 W. Marine Boulevard Lawndale, California	<i>Lobby Hours</i> Monday through Friday - 4:30 a.m. to 5:30 p.m. Saturday - 4:30 a.m. to 3:30 p.m.

In addition to the abovementioned locations, the City Clerk’s Office has posted ordinances, resolutions, agendas, and notices at two additional locations, those being the County Library and a posting board near the Municipal Services Department (prior Community Center annex building). The posting area by the Municipal Services Department is accessible to the public 24 hours a day, although it is arguably in a relatively hidden place.

For City Council’s consideration is Ordinance No. 1152-19 to replace the three locations not accessible 24 hours a day with a new location, the “City Hall Courtyard”, located at 14717 Burin Avenue, Lawndale, California. The City Hall Courtyard is an ideal location given its fully accessible location for members of the public to inspect information regarding City business in accordance with California Government Code Section 54954.2(a)(1).

Pending approval of this proposed Ordinance, a formal outdoor posting board will be established in the Civic Center, giving the public the opportunity to access all ordinances, resolutions, agendas, and notices *at any time* during their respective posting periods.

LEGAL REVIEW

City Attorney has reviewed Ordinance No. 1152-19 and has approved it as to form.

FUNDING

The estimated cost for a new outdoor posting board is \$1,300. Budgeted savings will be used as funding, no additional funding required.

RECOMMENDATION

Staff recommends that the City Council adopt Ordinance No. 1152-19, updating the city’s official posting locations for ordinance, resolutions, agendas and notices.

Attachments: Ordinance No. 1152-19

**ORDINANCE NO. 1152-19**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA,  
AMENDING LAWNSDALE MUNICIPAL CODE  
SECTION 2.12.080 PERTAINING TO THE  
REQUIRED POSTING LOCATIONS  
FOR ORDINANCES, RESOLUTIONS AND NOTICES**

SUMMARY: This ordinance will replace the "Post Office" with the "City Hall Courtyard" as an official posting location for legal notices, ordinances, and resolutions.

WHEREAS, Lawnsdale Municipal Code Section 2.12.080 requires that all ordinances, resolutions, agendas and notices required by law to be posted shall be posted in no less than the following: Lawnsdale City Hall, Lawnsdale Community Center and the United States Post Office in Lawnsdale; and

WHEREAS, pursuant to California Government Code Section 54954.2(a)(1), the city is required to post agendas in a "location that is freely accessible to members of the public"; and

WHEREAS, it is the desire of the City Council, in accordance with the requirements set out in California Government Code Section 54954.2(a)(1), to replace the United States Post Office as a location due to its limited business hours to the California Attorney General's interpretation of Government Code Section 54954.2(a)(1); and

WHEREAS, it is the desire of the City Council to include the City Hall Courtyard as an ideal replacement given its fully accessible location for members of the public to inspect information regarding city business.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2.12.080 of the Lawnsdale Municipal Code is amended to read, in its entirety, as follows (deletions indicated in ~~strike through~~, additions in ***bold and italics***):

"All ordinances, resolutions, agendas and notices required by law to be posted shall be posted in ~~no less than~~ the following locations:

- ~~\_\_\_\_\_~~ A. ~~City Hall~~  
~~\_\_\_\_\_~~ 14717 Burin Avenue  
~~\_\_\_\_\_~~ Lawnsdale, California
- ~~\_\_\_\_\_~~ B. ~~Lawnsdale Community Center~~  
~~\_\_\_\_\_~~ 14700 Burin Avenue  
~~\_\_\_\_\_~~ Lawnsdale, California
- C. ~~United States Post Office~~  
~~\_\_\_\_\_~~ 4320 W. Marine Boulevard  
~~\_\_\_\_\_~~ Lawnsdale, California

***City Hall Courtyard  
14717 Burin Avenue  
Lawndale, California”***

SECTION 2. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at the City Hall, the Lawndale Community Center and the United States Post Office, Lawndale Branch.

PASSED, APPROVED, AND ADOPTED this 4th day of February, 2019.

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Robert Pullen-Miles, Mayor

ATTEST:

State of California )  
County of Los Angeles ) SS  
City of Lawndale )

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Ordinance No. 1152-19 at its regular meeting held on the 7th day of January, 2019, and duly approved and adopted said ordinance at its regular meeting held on the 4th day of February, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearney					
Dan Reid					
Bernadette Suarez					

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

\_\_\_\_\_  
Date



APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany J. Israel, City Attorney



# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: February 4, 2019  
TO: Honorable Mayor and City Council  
FROM: Stephen N. Mandoki, City Manager   
PREPARED BY: Raylette Felton, Assistant to the City Manager/ Human Resources Director   
SUBJECT: CONSIDERATION OF CLAIM AGAINST THE CITY

## BACKGROUND

The City of Lawndale received a claim for property damage filed by Rosa Estrada (Claimant) on December 20, 2018. The claimant alleged that on December 10, 2018, her personal vehicle was damaged on Inglewood Avenue, between Manhattan Beach Boulevard and Interstate 405 Northbound. Claimant alleged that the weathering of the roadway caused damage to her vehicle.

## STAFF REVIEW

This claim was referred to the City's liability insurance carrier (Carl Warren & Company) for review and investigation. Based on a thorough investigation completed by Carl Warren, it was determined that the liability for the claim could not be assigned to the City. Carl Warren & Company has recommended that the City reject the claim as filed.

## COMMISSION REVIEW

N/A

## LEGAL REVIEW

N/A

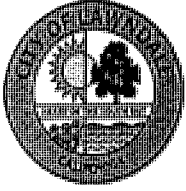
## FUNDING

N/A

## RECOMMENDATION

Staff recommends that the City Council reject the claim filed by Rosa Estrada and instruct staff to process the appropriate correspondence to the claimant.

Attachments: 1). Claim for Damages to Person or Property – Rosa Estrada  
Rejection Notice – Estrada vs. Lawndale - (1989166 DBG)



**CITY OF LAWNDALE**  
**CLAIM FOR DAMAGES TO PERSON OR PROPERTY**

Reserve for Filing Stamp

File with the City Clerk  
 14717 Burin Ave., Lawndale, CA 90260  
 (310) 973-3200, Fax: (310) 644-4556

'18 DEC 20 3:37PM

Claim No.: \_\_\_\_\_

**Instructions:**

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim form before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with the City Clerk. (Gov. Code Sec. 915a)

CITY OF LAWNDALE			
Claimant's Name	Rosa M. Estrada	Claimant's Occupation	Pricing Supervisor
Claimant's Home Address	[REDACTED] 90250	Claimant's Home Phone #	cel [REDACTED]
Claimant's Business Address	N/A	Claimant's Business Phone #	N/A

Address and telephone number to which you desire notices or communications to be sent regarding this claim:

[REDACTED ADDRESS]

When did DAMAGE or INJURY occur? Date: 12/10/18 Time: 2:45 pm.  
 If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: \_\_\_\_\_  
 Names of any city employees involved in INJURY or DAMAGE \_\_\_\_\_

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:  
On 12/10/18 at 2:45 pm. Driving off the 405 Fwy North on Inglewood Ave. I was making a right on the right lane off the ramp. on to Inglewood Ave. there was a pot hole.

Describe in detail how the DAMAGE or INJURY occurred.  
The Pot hole gave me a flat tire. the tire was completely damaged and had to be replaced.

Why do you claim the city is responsible?  
Because the streets are the city property

Describe in detail each INJURY or DAMAGE



The amount claimed, as of the date of presentation of this claim, is computed as follows:

Damages incurred to date (exact):	\$	Estimated prospective damages as far as known:	\$
Damage to property	\$	Future expenses for medical and hospital care	\$
Expenses for medical and hospital care	\$	Future loss of earnings	\$
Loss of Earnings	\$	Other prospective special damages	\$
Special Damages for	\$	Prospective general damages	\$
		Total estimate prospective damages	\$
General Damages	\$		
Total Damages incurred to date	\$ 129		
Total amount claimed as of date of presentation of this claim			\$ 129.00

Was damage and/or injury investigated by police? \_\_\_\_\_ If so, what city? \_\_\_\_\_ File #: \_\_\_\_\_

Were paramedics or ambulance called? \_\_\_\_\_ If so, name city or ambulance \_\_\_\_\_

If injured, state date, time, \_\_\_\_\_

name and address of doctor of your first visit \_\_\_\_\_

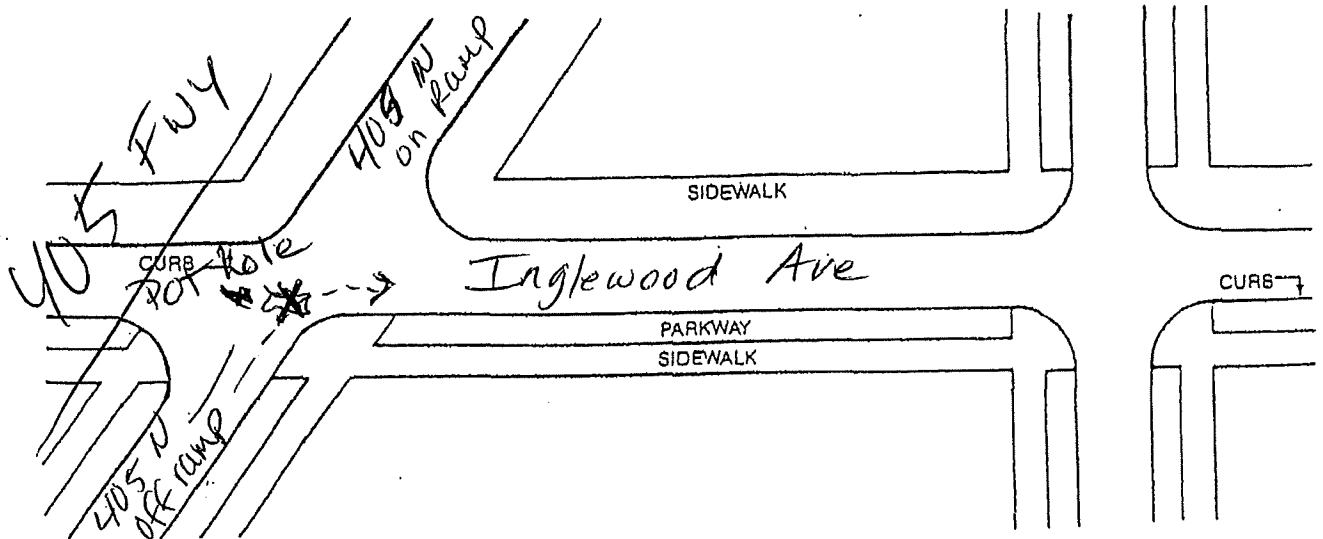
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS:

Hospital _____	Address _____	Date of Hospitalization _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

For all accident claims place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If city vehicle was involved, designate by letter "A" location of city vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw city vehicle; location of city vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X". NOTE: if diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his/her behalf giving relationship to Claimant:

[Redacted signature]

Typed/Printed Name

Rosa M. Estrada

Date

12/11/18

January 14, 2019

To: The City of Lawndale  
Attn: Raylette Felton, Risk Management

RE:            Claimant:            Rosa Estrada vs. City of Lawndale  
                  Date of Loss:        12/10/18  
                  Date Reported:     12/20/18  
                  Our File Number:   1989166 DBG

We have reviewed the above captioned claim and request that you take the action indicated below:

- CLAIM REJECTION: *Send a standard rejection letter to the claimant.*

Please provide us with a copy of the notice sent, as requested above. If you have any questions please contact the undersigned.

Very Truly Yours,

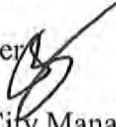

CARL WARREN & COMPANY

Debbi Been  
Sr. Claims Adjuster



# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: February 4, 2019  
TO: Honorable Mayor and City Council  
FROM: Stephen N. Mandoki, City Manager   
PREPARED BY: Raylette Felton, Assistant to the City Manager/ Human Resources Director   
SUBJECT: CONSIDERATION OF CLAIM AGAINST THE CITY

## BACKGROUND

The City of Lawndale received a personal injury claim filed by the Law Offices of Raymond Ghermezian, on behalf of Bernando Lara, on or about September 20, 2018. This matter was referred to the City's liability insurance carrier (Carl Warren & Company) for review and investigation.

## STAFF REVIEW

The claimant's attorney, Raymond Ghermezian, filed a claim alleging that on September 12, 2018, the claimant tripped and fell on a City sidewalk located near/adjacent to 15301 Hawthorne Boulevard. Based on an investigation completed by Carl Warren, it was determined that the liability for the claim could not be assigned to the City as there was no observance of any sidewalk uplift or defects. Carl Warren & Company has recommended that the City reject the claims as filed.

## LEGAL REVIEW

N/A

## FISCAL IMPACT

N/A

## RECOMMENDATION

Staff recommends that the City Council reject the claim filed by Law Offices of Raymond Ghermezian, on behalf of Bernando Lara, and instruct staff to process the appropriate correspondence to the claimant.

Attachments: 1). Claim for Damages to Person or Property – Bernando Lara  
Rejection Notice – Lara vs. City of Lawndale - (1985689 MCG)

September 17, 2018

**CLAIM FOR DAMAGES**  
(Government Code §911.2)

**TO: CITY OF LAWNSDALE**

CITY CLERK  
CITY OF LAWNSDALE  
14717 Burin Avenue  
Lawnsdale, CA 90260  
(310) 973-3200

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Name of Claimant(s): Bernando Lara

Home Address of Claimant: [REDACTED]

Date of Birth: [REDACTED]

Address to Which Notices Should be Sent: c/o LAW OFFICES OF RAYMOND  
GHERMEZIAN, 3435 Wilshire Boulevard, Suite 1800, Los Angeles, CA 90010.

How Damages or Injuries Occurred: Claimant tripped and fell on the CITY owned and controlled sidewalk surface located near and adjacent to 15301 Hawthorne Boulevard, Lawnsdale, CA 90260 Claimant sustained injuries as a result of a dangerous condition on the subject CITY property. CITY had actual and constructive notice. Claimant sustained severe injuries to his rib cage, right side, right arm, right shoulder, right knee, back, neck as a result of the dangerous condition on the subject CITY property. CITY had actual and constructive notice of the defective sidewalk surface and reckless and negligent conduct of its employees and said CITY employees negligently failed to guard the subject sidewalk surface so as to avoid claimant's accident. CITY and its employees negligently and recklessly designed, maintained and operated the subject sidewalk surface so as to cause the claimant's injuries. CITY negligently, carelessly, and recklessly failed to maintain, own, supervise, and inspect its premises. CITY negligently, carelessly, and recklessly failed to provide adequate warnings and signs to the public with regards to the subject sidewalk surface. CITY negligently, carelessly, and recklessly failed to adequately train, supervise, hire and screen its employees who operated the subject sidewalk surface. Liability for the Wrongful Act or Omissions by Public Entity Employees, Government Code Section 815.2 et seq. and Liability for Dangerous Condition of Public Property, Government Code Section 835. Dangerous condition of public property when used with due care, negligent maintenance, construction, design, repairs and control of the area in question.

When Damages or Injuries Occurred: September 12, 2018 at approximately 3:30p.m.

Where Damages or Injuries Occurred: Claimant tripped and fell on the CITY owned and

controlled street/cross walk surface located near and adjacent to 15301 Hawthorne Boulevard, Lawndale, CA 90260.

Act or Omission Causing Injuries/Why do you claim CITY is responsible: Claimant tripped and fell on the CITY owned and controlled sidewalk surface located near and adjacent to 15301 Hawthorne Boulevard, Lawndale, CA 90260. Claimant sustained injuries as a result of a dangerous condition on the subject CITY property. CITY had actual and constructive notice. Claimant sustained severe injuries to his, rib cage, right side, right arm, right shoulder, right knee, back, neck as a result of the dangerous condition on the subject CITY property. CITY had actual and constructive notice of the defective sidewalk and reckless and negligent conduct of its employees and said CITY employees negligently failed to guard the subject sidewalk surface located near and adjacent to 15301 Hawthorne Boulevard, Lawndale, CA 90260 so as to avoid claimant's accident. CITY and its employees negligently and recklessly designed, maintained and operated the subject sidewalk surface so as to cause the claimant's injuries. CITY negligently, carelessly, and recklessly failed to maintain, own, supervise, and inspect its premises. CITY negligently, carelessly, and recklessly failed to provide adequate warnings and signs to the public with regards to the subject sidewalk area. CITY negligently, carelessly, and recklessly failed to adequately train, supervise, hire and screen its employees who operated the subject sidewalk surface. Liability for the Wrongful Act or Omissions by Public Entity Employees, Government Code Section 815.2 et seq. and Liability for Dangerous Condition of Public Property, Government Code Section 835. Dangerous condition of public property when used with due care, negligent maintenance, construction, design, repairs and control of the area in question.

Names of Persons Causing Injuries: Unknown employees of the CITY OF LAWNDALe.

Damages or Injuries: Claimant sustained injuries to his rib cage, right side, right arm, right shoulder, right knee, back, neck.

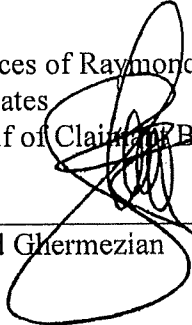
Amount of Money Claimed at this time: Within the jurisdiction of the Superior Court. Believed not to exceed \$1,000,000.00.

Names, Addresses of Witnesses, Doctors, Hospitals: None to date.

Witnesses: Claimant

DATED: September 17, 2018

Law Offices of Raymond Ghermezian  
& Associates  
On Behalf of Claimant Bernardo Lara

  
\_\_\_\_\_  
Raymond Ghermezian



**CARL WARREN & COMPANY**  
Claims Management and Solutions

January 25, 2019

TO: City of Lawndale

ATTENTION: Shaundra Burnam / Raylette Felton

RE: Claim : Lara vs. City of Lawndale  
Claimant : Bernando Lara  
Member : Lawndale  
Date of Event : 09/12/2018  
CW File Number : 1985689 MCG

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION: Send standard rejection letter to the claimants.**

Please include a **Signed Proof of Mailing** with your rejection notice to the claimant. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned supervisor.

Very Truly Yours,



CARL WARREN & CO.

Monique Castruita  
Claims Examiner II



# CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200, FAX (310) 644-4556  
www.lawndalecity.org

DATE: February 4, 2019  
TO: Honorable Mayor and City Council  
FROM: Stephen N. Mandoki, City Manager   
PREPARED BY: Wayne Schaller, Acting Finance Director   
SUBJECT: 2019 Fireworks Permits – Conditional Approval

## BACKGROUND

Each year, the City Council approves the award of up to eight (8) fireworks sales permits pursuant to a specific application and review process. These permits are issued to non-profit community and youth-based organizations according to the criteria set forth in Lawndale Municipal Code ("LMC") Chapter 8.12.

## STAFF REVIEW

This year's application period concluded on January 24, 2019. Six applications were received and deemed to be eligible and in good standing. Chapter 8.12 of the Lawndale Municipal Code (also known as the "Fireworks ordinance") and Council Policy 83-04 serve to regulate the fireworks process. The Fireworks ordinance provides for a maximum of eight conditional fireworks permits to be issued as follows: five are to be awarded to youth-based organizations, and three are to be awarded to community-based organizations. In the event that there are more than the maximum eligible applicants for either the youth-based or community-based category, the excess applicants may fill the space of the other category if vacancies exist. It should be noted that a "ninth" booth is annually granted, without the traditional application requirements, to the Parks and Recreation Social Services Commission (PRSSC) per Chapter 8.12.060 (E) of the Municipal Code.

At this time, six (non-PRSSC) applicants have successfully submitted their applications and complied with the initial requirements. These six are being recommended for conditional approval. They are:

Rotary Club of Lawndale  
Lawndale Chamber of Commerce  
Christian Heritage Church  
Wesleyan Church of Lawndale  
Lawndale Youth Football & Cheerleading  
Lawndale Little League

COMMISSION REVIEW

Not applicable.

LEGAL REVIEW

Not applicable.

FUNDING

Not applicable.

RECOMMENDATION

STAFF RECOMMENDS THAT the City Council award conditional permits to the following organizations: Rotary Club of Lawndale, Lawndale Chamber of Commerce, Christian Heritage Church, Wesleyan Church of Lawndale, Lawndale Youth Football & Cheerleading and Lawndale Little League.

Attachments: 2019 Fireworks Applicants



# CITY OF LAWNSDALE

## 2019 FIREWORKS APPLICANTS

ORGANIZATION (Mailing Address)	REPRESENTATIVE	TELEPHONE#	LAST YR STATUS
PRSSC - Lawndale City (by ordinance) 14717 Burin Ave, Lawndale 90260	Erica Harbison	310-973-3270	DNP
Rotary Club of Lawndale P O BOX 115, Lawndale 90260	Sandra Horwitz	310-963-1665	Participated
Lawndale Chamber of Commerce 14717 Hawthorne Blvd., #A Lawndale 90260	Dyan Davis	310-679-3306	Participated
Christian Heritage Church 16421 Hawthorne Blvd., Lawndale 90260	Tom L. Murray	310-947-9363	Participated
Wesleyan Church 16702 Grevillea Ave, Lawndale 90260	Rev. Michael Harbison	310-371-6716	Participated
Lawndale Youth Football & Cheerleading 450 W 87th Street, #3, Los Angeles CA 90003	Limmie E. Giles	323-849-8476	Participated
Lawndale Little League Inc. 13591 Mills Road, Garden Grove, CA 92843	George J. Pelzl	310-489-2266	Participated

\*\*\* = not being recommended at this time due to missing required meeting






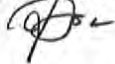
# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200, FAX (310) 644-4556  
www.lawndalecity.org

DATE: February 4, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Kahono Oei, PE, Interim Public Works Director   
Wayne Schaller, Acting Finance Director   
Ethelbert Doble, Assistant Engineer 

SUBJECT: Execute Funding Agreement with the South Coast Air Quality Management District

## BACKGROUND

The City of Lawndale, in an effort to support California's air quality and climate change goals, has committed to utilizing compressed natural gas (CNG) for the majority of the Public Works Department fleet. The existing CNG fueling infrastructure located in the Public Works Maintenance Yard at 4722 Manhattan Beach Boulevard has reached the end of its service life. During the last few years, a great amount of expense was incurred to maintain the facility in operating condition.

In July 2016, with City Council approval, Staff applied for and was awarded a Mobile Source Air Pollution Reduction Committee (MSRC) grant in the amount of \$175,000 from the South Coast Air Quality Management District (SCAQMD) to replace the existing out-of-date fueling equipment with a new state-of-the-art infrastructure. Currently, the fueling facility is out of service and Staff has been utilizing costly off-site CNG facilities to fuel the City vehicles.

On February 5, 2018, City Council put the project on hold citing the lack of funding available to proceed with the project design and construction. The MSRC grant will only cover the design phase. City Council stated that it is unwise to spend the majority of the funding for design services. Therefore, staff was directed to search for additional funding sources.

## STAFF REVIEW

In March 2018, City staff applied for a Carl Moyer Grant which is estimated to be \$343,218 to further finance the cost for of the new facility. SCAQMD grant of \$175,000 and the City's contribution of \$121,782 from the General Fund will reach the total project cost of \$640,000.

Since the project timeline is an essential part of the funding agreement, Staff will request a design-build project proposals.

The SCAQMD funding agreement was set to expire in January 2019. However, Staff was able to attain an extension until February 28, 2019. The City will have 18 months to design and build the new CNG facility from the date of the approval of the funding agreement.

**LEGAL REVIEW**

The City Attorney's Office has reviewed and approved the funding agreement with SCAQMD as to form.

**FISCAL IMPACT**

The engineer's estimate for the entire project is approximately \$640,000. Actual construction costs will be realized once bids are received.

Available Project Budget:

General Funds (UDAG)	\$ 121,782.00
Carl Moyer Grant	\$ 343,218.00
SCAQMD MSRC Grant	<u>\$ 175,000.00</u>
Total Project Budget:	\$ 640,000.00

Project Cost Estimate:

CNG Construction Costs (Design-Build)	\$ 500,000.00
20% Contingency	\$ 100,000.00
Project Management/Inspection	<u>\$ 40,000.00</u>
Total Project Estimate:	\$ 640,000.00

**RECOMMENDATION**

Staff recommends that the City Council approve the Funding Agreement between the City and South Bay Air Quality Management District (SCAQMD) in the amount of \$175,000.

Attachments: SCAQMD MSRC Alternative Fuel Infrastructure Program Agreement



AB 2766/MSRC ALTERNATIVE FUEL INFRASTRUCTURE PROGRAM CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of Lawndale (hereinafter referred to as "CONTRACTOR") whose address is 14717 Burin Avenue, Lawndale, California 90260.
2. RECITALS
  - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
  - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
  - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
  - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
  - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Alternative Fuel Infrastructure Program Application/Proposal dated July 28, 2016.
  - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
  - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
3. DMV FEES - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.
4. AUDIT AND RECORDS RETENTION
  - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
  - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is for eighty one (81) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, the EARLY TERMINATION clause, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. EARLY TERMINATION - This Contract may be terminated early due to the following circumstances: The infrastructure identified in Attachment 1, Statement of Work, becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by CONTRACTOR's negligence, misuse, or malfeasance.

10. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.
  
11. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
  - A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
  - B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
  - C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.
  
12. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.
  
13. DISCLAIMER OF WARRANTY - The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.

14. PAYMENT

- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of One Hundred Seventy Five Thousand Dollars (\$175,000) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
- B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

- 1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
  - 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
  - 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
  - 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
15. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
16. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.

- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.
17. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: [cravenstein@aqmd.gov](mailto:cravenstein@aqmd.gov)

CONTRACTOR:  
City of Lawndale  
14717 Burin Ave.  
Lawndale, CA 90260  
Attn: Grace Huizar, email: [GHuizar@LawndaleCity.org](mailto:GHuizar@LawndaleCity.org)

18. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible



for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

19. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.
  
20. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.
  
21. SECURITY INTEREST - CONTRACTOR hereby grants SCAQMD a security interest in any and all equipment purchased, in whole or in part, with funding provided by SCAQMD pursuant to this Contract. CONTRACTOR acknowledges and agrees that SCAQMD shall have all lien rights as a secured creditor on any and all equipment purchased in whole or in part by the CONTRACTOR, under this Contract or any amendments thereto. The SCAQMD shall have lien rights in effect until the CONTRACTOR satisfies all terms under the Contract, including but not limited to, the use and reporting requirements. **Accordingly, CONTRACTOR further agrees that SCAQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in the equipment that is the subject of the Contract.** In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify SCAQMD within 10 business days of such filing.
  
22. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
  
23. CITIZENSHIP AND ALIEN STATUS
  - A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
  - B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees

from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

24. ASSIGNMENT AND TRANSFER OF EQUIPMENT

- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
- B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.**

25. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

26. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.

27. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.

28. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.

29. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

30. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

31. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

32. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
33. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.
34. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.
35. PREVAILING WAGES – CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq., and the compliance monitoring and enforcement of such requirements by the Department of Industrial Relations ("DIR"). CONTRACTOR and all of CONTRACTOR's subcontractors must comply with the California Public Works Contractor Registration Program and, where applicable, must be registered with the DIR to participate in public works projects. CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. Proof of compliance with these requirements must be provided to SCAQMD upon request. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
36. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
37. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF LAWNSDALE

By: \_\_\_\_\_  
Dr. William A. Burke, Chairman, Governing Board

By: \_\_\_\_\_  
Name: Stephen N Mandoki  
Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Denise Garzaro, Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Kurt R. Wiese, General Counsel

By:  \_\_\_\_\_

//MSRC Master Boilerplate  
Revised October 28, 2016

**RESOLUTION NO. CC-1902-004**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWDALE, CALIFORNIA  
AUTHORIZING CERTAIN CLAIMS AND DEMANDS  
IN THE SUM OF \$1,266,894.61**

THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Finance Director, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

SECTION 2. That the following claims and demands have been audited as required by law, and that appropriations for these claims and demands are included in the annual budget as approved by the City Council.

SECTION 3. That the following claims and demands are hereby authorized in the accounts herein after set forth.

Effective Date: February 4th, 2019

Certified by:

\_\_\_\_\_  
Wayne Schaller, Finance Manager

PASSED, APPROVED AND ADOPTED this 4th day of February, 2019.

\_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

State of California            )  
County of Los Angeles        )       SS  
City of Lawndale             )

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1902-004 at a regular meeting of said Council held on the 4th day of February, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearney					
Daniel Reid					
Bernadette Suarez					

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

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City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
196734	01/08/2019	Void	01/10/2019	6015	LAYNE NATALE	INSTRUCTOR FEE-SR. FITNESS	0.00
196735	01/10/2019	Reconciled		6015	LAYNE NATALE	INSTRUCTOR FEE-SR. FITNESS	520.00
196736	01/10/2019	Reconciled		0115	AT & T	LONG DISTANCE SVC	14.11
196737	01/10/2019	Printed		1056	AT&T GLOBAL SERVICES, INC.	MAINTENANCE CONTRACT	865.67
196738	01/10/2019	Reconciled		0613	BERICOM IT & DESIGN	NTWK/COMPUTER SUPPORT-DEC 2018	9,825.76
196739	01/10/2019	Reconciled		5627	CHRISTINA BROOME	INSTRUCTOR FEE - SR YOGA CLASS	195.00
196740	01/10/2019	Reconciled		0190	COLONIAL LIFE & ACCIDENTS, INC	SECTION 125 - POST TAX	3,093.01
196741	01/10/2019	Reconciled		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SVCS-SEP18	20,588.14
196742	01/10/2019	Reconciled		0216	DELTA DENTAL	DENTAL INSURANCE PREMIUM-REG	2,637.56
196743	01/10/2019	Reconciled		0389	DELTA DENTAL INS	HMO DENTAL INSURANCE	127.41
196744	01/10/2019	Printed		5702	DIV OF THE STATE ARCHITECT	CASP FEE QUARTERLY REPORT	582.60
196745	01/10/2019	Reconciled		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES	167.87
196746	01/10/2019	Reconciled		6636	FRONTIER COMMUNICATIONS	FAX PHONE CHARGES	79.12
196747	01/10/2019	Reconciled		0441	GOLDEN STATE WATER CO.	UTILITIES - WATER	9,292.44
196748	01/10/2019	Reconciled		0323	LEGACY TRAVEL & TOURS	SENIOR TRAVEL CLUB TRIPS	12,063.00
196749	01/10/2019	Reconciled		0337	MANAGED HEALTH NETWORK	EMP. ASSIST PROGRAM	96.14
196750	01/10/2019	Reconciled		5895	RICOH USA INC	PERIODIC PAYMENT - JAN 2019	2,128.08
196751	01/10/2019	Reconciled		2862	MARC SALDANA	INSTRUCTOR FEE - SR TAI CHI	195.00
196752	01/10/2019	Reconciled		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITIES - GAS	132.90
196753	01/10/2019	Reconciled		0346	SPARKLETTTS	BOTTLE WATER SERVICE	591.38
196754	01/10/2019	Reconciled		2002	THE STANDARD, UNIT 22	LTD INSURANCE PREMIUM	1,852.93
196755	01/10/2019	Reconciled		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	VEHICLE FUEL - PWD	1,879.01
196756	01/10/2019	Reconciled		6790	U.S. BANK-GLOBAL CORPORATE	DEBT SERV#CIEDB-02029	21,462.93
196757	01/10/2019	Reconciled		6790	U.S. BANK-GLOBAL CORPORATE	FACILITY LEASE#CIEDB-BC04-090	8,758.88
196758	01/10/2019	Reconciled		3672-ASD	U.S. BANK	CREDIT ACCOUNT PAYMENT	82.10
196759	01/10/2019	Reconciled		3672-CMD	U.S. BANK	CREDIT ACCOUNT PAYMENT	1,116.55
196760	01/10/2019	Reconciled		3672-CSD	U.S. BANK	CREDIT ACCOUNT PAYMENT	1,439.95
196761	01/10/2019	Reconciled		3672-FIN	U.S. BANK	CREDIT ACCOUNT PAYMENT	287.00
196762	01/10/2019	Reconciled		0479	VISION SERVICE PLAN	VISION PREMIUM PAYMENT	819.47
196763	01/10/2019	Reconciled		4912	WELLS FARGO BANK	ADMIN FEES - 2009 TABS	2,500.00
196764	01/10/2019	Reconciled		7160	WF CTS DEBT SERVICES	DEBT SERVICE PAYMENT	497,457.11
196765	01/14/2019	Printed		7163	LAWNDALE RECYCLING CENTER	2019 REFUND FEES-BL#08905	135.50
196766	01/22/2019	Reconciled		2615	A-THRONE CO., INC	PORTABLE RESTROOM-MCKENZIE GRD	88.95
196767	01/22/2019	Reconciled		7161	ADVANCED CAR SERVICES	REFUND FEE-LOT SIZE EXEMPTION	3,682.86
196768	01/22/2019	Reconciled		0112	ALL CITY MANAGEMENT SERVICES	SCHOOL CROSSING GUARD SERVICES	6,311.20
196769	01/22/2019	Printed		6878	ALTA LANGUAGE SERVICES	BILINGUAL ASSESSMENT TEST	60.00
196770	01/22/2019	Reconciled		6369	AM-TEC SECURITY	SECURITY ALARM / MONITORING SV	924.00
196771	01/22/2019	Reconciled		3923	AMERICAN SOCCER CO., INC.	2019 WINTER BASKETBALL UNIFORM	4,362.51
196772	01/22/2019	Printed		6922	SVETLANA AVERBUKH	INSTRUCTOR FEE-SR. ZUMBA GOLD	390.00
196773	01/22/2019	Reconciled		0163	CAPITAL OF SOUTH BAY INC.	ELECTRICAL / LIGHTING SUPPLIES	63.79

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BANK: WELLS FARGO BANK N.A

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Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
196774	01/22/2019	Reconciled		1667	CARPETS BY MONTE, INC	CARPET INSTALLATION-PWD	989.00
196775	01/22/2019	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS	580.00
196776	01/22/2019	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	SECTION 125 - POST TAX	3,093.01
196777	01/22/2019	Reconciled		0219	COUNTY OF LA DEPT OF PUBLIC WK	TRAFFIC SIGNAL MAINTENANCE SVC	7,803.15
196778	01/22/2019	Reconciled		1931	COUNTY OF LOS ANGELES	NOTICE FEE - BACKFLOW TESTING	111.00
196779	01/22/2019	Printed		0453	DRAWINGBOARD PRINTING	RECEIPT BOOKS (6)	299.78
196780	01/22/2019	Reconciled		1288	EWING IRRIGATION PRODUCTS INC	LANDSCAPE SUPPLIES-ANDERSON PK	9.33
196781	01/22/2019	Printed		7064	FARHADI AND ASSOCIATES INC	INTERIM ENGRG ASSISTANT SVC	6,552.00
196782	01/22/2019	Reconciled		6231	GREENLAND SUPPLY INC.	COUPLING/PLUMBING SUPPLIES	85.61
196783	01/22/2019	Reconciled		6895	INFRASTRUCTURE ENGINEERS	TEMPORARY STAFF-ASSIST. ENGR	4,750.00
196784	01/22/2019	Reconciled		6058	JCB OF SOUTHERN CALIFORNIA	MAINTENANCE SVCS - PWD	1,335.90
196785	01/22/2019	Reconciled		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SVC - NOV 2018	438,936.55
196786	01/22/2019	Reconciled		0337	MANAGED HEALTH NETWORK	EMP. ASSIST PROGRAM - JAN 2019	94.05
196787	01/22/2019	Reconciled		6445	MICHAEL BAKER INTL, INC	PROFESSIONAL SERVICES-CDBG SR	2,027.50
196788	01/22/2019	Reconciled		4566	MYERS & SONS HI WAY SAFETY INC	STREET SIGNS SUPPLIES	913.65
196789	01/22/2019	Printed		3709	NAGASAKI & ASSOCIATES	APPRAISAL REPORT--SWC	500.00
196790	01/22/2019	Printed		6809	NATIONAL TRENCH SAFETY	PERMA PATCH-COLD MIX-POTHOLE	903.37
196791	01/22/2019	Printed		5196	NEOPOST USA, INC	NEOPOST IN-6/7 INK CARTRIDGE	153.30
196792	01/22/2019	Printed		1140	PACIFIC TIRE SERVICE	REPAIR TIRE - PWD	50.00
196793	01/22/2019	Reconciled		0384	PEP BOYS	VEHICLE MAINTENANCE SUPPLIES	32.96
196794	01/22/2019	Printed		7162	TUY DINH PHAM	REFUND FEE-CONSTRUCTION/DEMO	1,500.00
196795	01/22/2019	Reconciled		6123	PRUDENTIAL OVERALL SUPPLY	UNIFORM CLEANING - PWD	46.06
196796	01/22/2019	Reconciled		5895	RICOH USA INC	PERIODIC PAYMENT - DEC 218	206.81
196797	01/22/2019	Printed		6379	SHI	LASERJET PRO M402N PRINTER	189.33
196798	01/22/2019	Printed		6759	SMARTHIRE	NEW HIRE BACKGROUND CHECK	159.00
196799	01/22/2019	Printed		3094	SOUTH BAY CENTER FOR DISPUTE	DISPUTE RESOLUTION SERVICES	1,761.00
196800	01/22/2019	Printed		4607	STATE WATER RESOURCES CONTROL	ANNL SANITATION DISCHARGE FEE	2,286.00
196801	01/22/2019	Printed		4607	STATE WATER RESOURCES CONTROL	ANNUAL FEE SANITARY SEWER SYS.	14,230.00
196802	01/22/2019	Printed		0458	THE SALVATION ARMY	MEALS ON WHEELS-SENIORS	73.00
196803	01/22/2019	Printed		2002	THE STANDARD, UNIT 22	LTD INSURANCE PREMIUM	1,562.12
196804	01/22/2019	Printed		2883	UNDERGROUND SERVICE ALERT SC	(29) DIG ALERT TICKETS	57.85
196805	01/22/2019	Reconciled		0479	VISION SERVICE PLAN	VISION PREMIUM PAYMENT	930.33
196806	01/22/2019	Reconciled		0480	VISTA PAINT	GRAFFITI / TRAFFIC / SUPPLIES	586.96
196807	01/17/2019	Printed		3228	ALLIANT INSURANCE SERVICES	SPECIAL EVENT INSURANCE-4TH QT	2,072.00
196808	01/17/2019	Reconciled		6608	BELLAGIO CAR WASH	VEHICLE WASH/MAINTENANCE	20.00
196809	01/17/2019	Reconciled		6608	BELLAGIO CAR WASH	VEHICLE WASH/MAINTENANCE	65.00
196810	01/17/2019	Reconciled		6608	BELLAGIO CAR WASH	VEHICLE WASH/MAINTENANCE	85.00
196811	01/17/2019	Reconciled		5627	CHRISTINA BROOME	INSTRUCTOR FEE-SR YOGA CLASS	260.00
196812	01/17/2019	Printed		4333	CALIF BLDG STANDARDS COMMISSIO	SURCHARGE QTR END 12/31/18	98.00
196813	01/17/2019	Reconciled		0182	CITY OF LAWNSDALE PETTY CASH	PETTY CASH REIMBURSEMENT	659.51



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<b>WELLS FARGO BANK N.A Checks</b>							
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196815	01/17/2019	Printed		0217	DEPT OF ANIMAL CARE & CONTROL	ANIMAL CONTROL SVCS-SEP 2018	446.92
196816	01/17/2019	Printed		6741	DUNBAR ARMORED INC	ARMORED SVCS-JAN 2019	155.62
196817	01/17/2019	Reconciled		0441	GOLDEN STATE WATER CO.	UTILITIES - WATER	15,697.27
196818	01/17/2019	Printed		7164	WENDELIN GREENE	REFUND DEPOSIT-FACILITY RENTAL	500.00
196819	01/17/2019	Printed		5112A	NEOFUNDS BY NEOPOST	POSTAGE REFILL - DEC 2018	1,394.14
196820	01/17/2019	Reconciled		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITIES - GAS	2,476.08
196821	01/17/2019	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITIES-NATURAL VEHICLE FUEL	39.48
196822	01/17/2019	Reconciled		0849	THE SAFEMART OF SO CAL INC	INSTALL (2) LEVER LOCKS-CSD	688.91
196823	01/17/2019	Reconciled		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	VEHICLE FUEL	758.08
196824	01/17/2019	Reconciled		3672-CSD	U.S. BANK	CREDIT ACCOUNT PAYMENT	64.22
196825	01/17/2019	Reconciled		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
196826	01/17/2019	Reconciled		3373	VERIZON WIRELESS	CELL PHONE SERVICES	595.67
196827	01/24/2019	Printed		0372C	AT & T - CALNET3	PHONE CHARGES - JAN 2019	38.14
196828	01/24/2019	Printed		0372C	AT & T - CALNET3	PHONE CHARGES - JAN 2019	1,530.47
196829	01/24/2019	Printed		0441	GOLDEN STATE WATER CO.	UTILITIES - WATER	995.04
196830	01/24/2019	Printed		0323	LEGACY TRAVEL & TOURS	DEPOSIT-SR TRAVEL CLUB	750.00
196831	01/24/2019	Printed		4142	TIME WARNER CABLE	BCF FIBER METRO E/FIBER I-NET	2,131.90
196832	01/24/2019	Printed		4142	TIME WARNER CABLE	CABLE BROADCAST-CITY HALL	183.63
196833	01/24/2019	Printed		4142	TIME WARNER CABLE	PW-FIBER OPTICS COMM	96.13
196834	01/24/2019	Printed		0466	TRAVELTECH ENTERPRISES	BALANCE DUE-TASTE OF LA	4,898.00
196835	01/24/2019	Printed		3672-CDD	U.S. BANK	CREDIT ACCOUNT PAYMENT	431.07
196836	01/24/2019	Printed		3672-PWD	U.S. BANK	CREDIT ACCOUNT PAYMENT	1,534.89
196837	02/04/2019	Printed		1541	ALESHIRE & WYNDER, LLP	LEGAL SVCS-GENERAL-DEC 2018	14,140.47
196838	02/04/2019	Printed		1541A	ALESHIRE & WYNDER, LLP	LEGAL SVC-AGENCY-DEC 18	933.00
196839	02/04/2019	Printed		1541C	ALESHIRE & WYNDER, LLP	LEGAL SVC-CD ENFORCEMENT-DEC18	15,142.41
196840	02/04/2019	Printed		1541CC	ALESHIRE & WYNDER, LLP	LEGAL SVC-VS CASEY COOK-DEC 18	12.00
196841	02/04/2019	Printed		1541FC	ALESHIRE & WYNDER, LLP	LEGAL SV-FRANCHISE/CABLE-DEC18	369.00
196842	02/04/2019	Printed		1541L	ALESHIRE & WYNDER, LLP	LEGAL SVC-LITIGATION-DEC 2018	61.50
196843	02/04/2019	Printed		1541P	ALESHIRE & WYNDER, LLP	LEGAL SV-PERSONNEL/LABOR-DEC18	629.50
196844	02/04/2019	Printed		1541PLNG	ALESHIRE & WYNDER, LLP	LEGAL SVC-PLANNING-DEC 2018	1,332.35
196845	02/04/2019	Printed		1541PWE	ALESHIRE & WYNDER, LLP	LEGAL SVC-PWD/ENGRNG-DEC 18	225.50
196846	02/04/2019	Printed		1541RF	ALESHIRE & WYNDER, LLP	LEGAL SVC-REFUSE-DEC 18	4,141.00
196847	02/04/2019	Printed		0112	ALL CITY MANAGEMENT SERVICES	SCHOOL CROSSING GUARD SERVICES	3,220.00
196848	02/04/2019	Printed		7165	LILSON ALMEIDA	REFUND FEE-RENTAL DEPOSIT	250.00
196849	02/04/2019	Printed		3923	AMERICAN SOCCER CO., INC.	2019 WINTER BASKETBALL UNIFORM	188.52
196850	02/04/2019	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	PEST CONTROL SVC-QTRLY	379.00
196851	02/04/2019	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	PEST CONTROL SVC-CSD	125.00
196852	02/04/2019	Printed		4185	AMERICAN STRUCTURAL PEST	PEST CONTROL SVC-CITY HALL	45.00
196853	02/04/2019	Printed		1056	AT&T GLOBAL SERVICES, INC.	MAINTENANCE CONTRACT SVC	865.67

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Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
196854	02/04/2019	Printed		0152	CALIFORNIA ASSOCIATION OF CODE	2018 CACEO MEMBERSHIP DUES	285.00
196855	02/04/2019	Printed		0163	CAPITAL OF SOUTH BAY INC.	LIGHTING SUPPLIES - CSD	33.47
196856	02/04/2019	Printed		7166	LUDWIN CASTELLANOS	REFUND FEE-RENTAL DEPOSIT	1,000.00
196857	02/04/2019	Printed		0179	CITY OF GARDENA	SENIOR CASE MANAGEMENT SVCS	960.00
196858	02/04/2019	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE SVCS	314.32
196859	02/04/2019	Printed		3886	SIRLEY CUEVAS	PLANNING COMMISSION STIPEND	100.00
196860	02/04/2019	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINT APPLICANTS	128.00
196861	02/04/2019	Printed		6886	EMPIRE CLEANING SUPPLIES	MAINTENANCE/CLEANING SUPPLIES	897.09
196862	02/04/2019	Printed		6684	FARMER BROTHERS CO.	COFFEE SERVICE -JAN 2019	142.35
196863	02/04/2019	Printed		0242	FEDEX	SHIPPING CHARGES - 01/18/19	57.75
196864	02/04/2019	Printed		7105	GLORIA FLUCAS	REFUND FEE-RENTAL DEPOSIT	750.00
196865	02/04/2019	Printed		6530	GENERAL INDUSTRIAL TOOL & SUPP	TOOLS / SUPPLIES	138.57
196866	02/04/2019	Printed		7172	THEREZA GONZALEZ	REFUND FEE-STAGE RESERVATION	1,250.00
196867	02/04/2019	Printed		3377	H F & H CONSULTANTS, LLC	PROFESSIONAL SERVICES-DEC 2018	7,039.19
196868	02/04/2019	Printed		7167	HAMPTON TEDDER ELECTRIC CO	REFUND OVERPAYMENT-BL#10299	111.75
196869	02/04/2019	Printed		5461	LETICIA HERNANDEZ	REFUND FEE-RENTAL DEPOSIT	750.00
196870	02/04/2019	Printed		0831	HILTON FARNKOPF & HOBSON	SOLID WASTE MGMT CONSULTING SV	5,629.70
196871	02/04/2019	Printed		6895	INFRASTRUCTURE ENGINEERS	COMPLIANCE REVIEW SVC	4,650.00
196872	02/04/2019	Printed		6895	INFRASTRUCTURE ENGINEERS	STAFF AUGMENTATION SVCS	6,317.50
196873	02/04/2019	Printed		7173	DIAMOND JEFFRIES	REFUND FEE-RENTAL DEPOSIT	500.00
196874	02/04/2019	Printed		0292	JOBS AVAILABLE INC.	JOB POSTING-DIRECTOR PWD	429.00
196875	02/04/2019	Printed		0211	L.A. NEWSPAPER GROUP	DB 12-45-LEGAL ADV-12/20/18	169.95
196876	02/04/2019	Printed		0211	L.A. NEWSPAPER GROUP	DB 1-35-LEGAL AD - 01/10/19	137.45
196877	02/04/2019	Printed		6955	L.A. UNIFORMS & TAILORING	UNIFORMS/ACCESSORIES-MSD	831.56
196878	02/04/2019	Printed		0308	LOS ANGELES COUNTY	SECURITY SERVICES-12/14/18	180.84
196879	02/04/2019	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	100.00
196880	02/04/2019	Printed		1050	UFFE MOLLER	PLANNING COMMISSION STIPEND	100.00
196881	02/04/2019	Printed		7168	PHILLIP NAYLOR	REFUND FEE-RES PROPERTY REPORT	205.30
196882	02/04/2019	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES - PWD	3,101.99
196883	02/04/2019	Printed		6791	OPTIONS FOR LIFE INC	REFUND FEE-SECURITY SERVICES	119.16
196884	02/04/2019	Printed		3998A	OVERLAND, PACIFIC & CUTLER LLC	RELOCATION ASSIST/PROPERTY MGT	2,046.25
196885	02/04/2019	Printed		1140	PACIFIC TIRE SERVICE	REPAIR FLAT TIRE - MSD	20.00
196886	02/04/2019	Printed		5216	POWERSTRIDE BATTERY	BATTERY REPLACEMENT-PWD	99.55
196887	02/04/2019	Printed		6123	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/ACCESSORIES-PWD	74.12
196888	02/04/2019	Printed		6123	PRUDENTIAL OVERALL SUPPLY	JANITORIAL SUPPLIES	9.00
196889	02/04/2019	Printed		6123	PRUDENTIAL OVERALL SUPPLY	UNIFORMS-PWD MAINTENANCE CREW	37.06
196890	02/04/2019	Printed		7170	RESOURCE RECYCLING & RECOVERY	REIMBURSE-USED OIL GRANT FUNDS	2,413.97
196891	02/04/2019	Printed		5895	RICOH USA INC	PERIODIC PAYMENT-COPIER LEASE	2,128.08
196892	02/04/2019	Printed		7174	CYNTHIA RODRIGUEZ	REIMB EXPENSE-HOLIDAY SUPPLIES	638.38
196893	02/04/2019	Printed		7175	ROY RUIZ	REFUND FEE-RENTAL DEPOSIT	250.00

## Check Register Report

Date: 01/28/2019  
Time: 5:28 pm  
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City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
196894	02/04/2019	Printed		6379	SHI	LENOVO DESKTOP	4,392.43
196895	02/04/2019	Printed		6379	SHI	COMPUTER EQUIPMENT/SUPPLIES	32.02
196896	02/04/2019	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	100.00
196897	02/04/2019	Printed		2193	SOUTH BAY FORD LINCOLN MERCURY	REPAIR FLAT TIRE/FAST LUBE	69.29
196898	02/04/2019	Printed		4533	SOUTH BAY LANDSCAPING INC	LANDSCAPING SERVICES	18,835.00
196899	02/04/2019	Printed		6034	SOUTH COAST MECHANICAL	AIR HANDLER CHECK-MSD	639.43
196900	02/04/2019	Printed		6238	SOUTHERN COMPUTER WAREHOUSE	LOGITECH COMBO KEYBOARD/MOUSE	37.48
196901	02/04/2019	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES	5,800.00
196902	02/04/2019	Printed		6349	STEAMX, LLC - SIGNAL HILLS	HOSE- PRESSURE WASHER	205.42
196903	02/04/2019	Printed		5956	SUPERCO SPECIALTY PRODUCTS	GRAFFITI SUPPLIES	903.20
196904	02/04/2019	Printed		0849	THE SAFEMART OF SO CAL INC	KEY / LOCK SUPPLIES	16.93
196905	02/04/2019	Printed		0458	THE SALVATION ARMY	(53) MEALS ON WHEELS	53.00
196906	02/04/2019	Printed		4662	CLARENCE A. ULRICH	ENTERTAINER - SENIOR LUNCHEON	300.00
196907	02/04/2019	Printed		7176	JUAN CARLOS VENEGAS	REFUND FEE-RENTAL DEPOSIT	500.00
196908	02/04/2019	Printed		0480	VISTA PAINT	PAINT/SUPPLIES - MSD	230.93
<b>Total Checks: 175</b>						<b>Checks Total (excluding void checks):</b>	<b>1,266,894.61</b>
<b>Total Payments: 175</b>						<b>Bank Total (excluding void checks):</b>	<b>1,266,894.61</b>
<b>Total Payments: 175</b>						<b>Grand Total (excluding void checks):</b>	<b>1,266,894.61</b>

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Date: 01/08/2019

Time: 9:04 am

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City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
69511	LAYNE NATALE	12-2018	01/08/2019	00017007	12/26/2018	INSTRUCTOR FEE-SR. FITNESS	520.00
Vendor Total:							<u>520.00</u>

Total Invoices: 1

Grand Total:	520.00
Less Credit Memos:	<u>0.00</u>
Net Total:	520.00
Less Hand Check Total:	<u>0.00</u>
Outstanding Invoice Total:	520.00

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Date: 01/10/2019

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City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
69511	LAYNE NATALE	12-2018	01/08/2019	00017007	12/26/2018	INSTRUCTOR FEE-SR. FITNESS	520.00
Vendor Total:							<u>520.00</u>

Grand Total: 520.00

Less Credit Memos: 0.00

Net Total: 520.00

Less Hand Check Total: 0.00

Outstanding Invoice Total: 520.00

Total Invoices: 1

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Time: 12:45 pm

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City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
69512	AT & T	DEC 2018	01/10/2019		12/25/2018	LONG DISTANCE SVC	14.11
						Vendor Total:	14.11
69513	AT&T GLOBAL SERVICES, INC.	SB108535	01/10/2019	00017013	12/21/2018	MAINTENANCE CONTRACT	865.67
						Vendor Total:	865.67
69514	BERICOM IT & DESIGN	616	01/10/2019	00017015	01/07/2019	NTWK/COMPUTER SUPPORT-DEI	9,825.76
						Vendor Total:	9,825.76
69515	CHRISTINA BROOME	DEC 2018	01/10/2019	00016979	01/09/2019	INSTRUCTOR FEE - SR YOGA CL	195.00
						Vendor Total:	195.00
69516	COLONIAL LIFE & ACCIDENTS, INC	E7421597-DEC 2018	01/10/2019		01/08/2019	SECTION 125 - PRE TAX	1,367.13
69517	COLONIAL LIFE & ACCIDENTS, INC	E7421597-DEC 2018A	01/10/2019		01/08/2019	SECTION 125 - POST TAX	1,725.88
						Vendor Total:	3,093.01
69518	COUNTY OF LA DEPT OF PUBLIC WK	IN190000363A	01/10/2019	00016938	12/19/2018	BUILDING INSPECTION SVCS-SEI	20,588.14
						Vendor Total:	20,588.14
69519	DELTA DENTAL INS	BE00 3188398-01/01/19	01/10/2019		01/08/2019	HMO DENTAL INSURANCE	127.41
						Vendor Total:	127.41
69520	DELTA DENTAL	BE00 3189755-01/01/19	01/10/2019		01/01/2019	DENTAL INSURANCE PREMIUM-F	2,637.56
						Vendor Total:	2,637.56
69521	DIV OF THE STATE ARCHITECT	4TH QTR 2018	01/10/2019		01/07/2019	CASP FEE QUARTERLY REPORT	582.60
						Vendor Total:	582.60
69522	FRONTIER COMMUNICATIONS	310-371-8877-12/19/18	01/10/2019		12/19/2018	FAX PHONE CHARGES	79.12
69523	FRONTIER COMMUNICATIONS	310-371-6930-12/28/18	01/10/2019		12/28/2018	PHONE CHARGES	167.87
						Vendor Total:	246.99
69524	GOLDEN STATE WATER CO.	DEC 2018B	01/10/2019		12/26/2018	UTILITIES - WATER	9,292.44
						Vendor Total:	9,292.44
69525	LEGACY TRAVEL & TOURS	2595	01/10/2019		12/26/2018	DEPOSIT - SR TRAVEL	500.00
69526	LEGACY TRAVEL & TOURS	2591	01/10/2019		12/26/2018	DEPOSIT - SR TRAVEL	500.00
69527	LEGACY TRAVEL & TOURS	2594	01/10/2019		12/26/2018	DEPOSIT - SR TRAVEL	400.00
69528	LEGACY TRAVEL & TOURS	2592	01/10/2019		12/26/2018	DEPOSIT - SR TRAVEL	1,500.00
69529	LEGACY TRAVEL & TOURS	B0479	01/10/2019	00017035	01/02/2019	SENIOR TRAVEL CLUB TRIPS	4,095.00
69530	LEGACY TRAVEL & TOURS	B0482	01/10/2019	00017035	01/02/2019	SENIOR TRAVEL CLUB TRIPS	5,068.00
						Vendor Total:	12,063.00

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City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
69531	MANAGED HEALTH NETWORK		01/10/2019		01/08/2019	EMP. ASSIST PROGRAM	
		PRM-030550-DEC 2018					96.14
						Vendor Total:	96.14
69532	RICOH USA INC		01/10/2019		12/15/2018	PERIODIC PAYMENT - JAN 2019	
		0926919237					2,128.08
						Vendor Total:	2,128.08
69533	MARC SALDANA		01/10/2019	00016978	01/09/2019	INSTRUCTOR FEE - SR TAI CHI	
		DEC 2018					195.00
						Vendor Total:	195.00
69534	SOUTHERN CALIFORNIA GAS CO.		01/10/2019		12/26/2018	UTILITIES - GAS	
		JAN 2019					132.90
						Vendor Total:	132.90
69535	SPARKLETTS		01/10/2019	00017020	12/31/2018	BOTTLE WATER SERVICE	
		4457266010119					591.38
						Vendor Total:	591.38
69536	THE STANDARD, UNIT 22		01/10/2019		01/09/2019	LIFE INSURANCE PREMIUM	
		DEC 2018-LIFE					780.00
69537	THE STANDARD, UNIT 22		01/10/2019		01/09/2019	AD & D INSURANCE PREMIUM	
		DEC 2018-ADD					81.25
69538	THE STANDARD, UNIT 22		01/10/2019		01/09/2019	LTD INSURANCE PREMIUM	
		DEC 2018-LTD					991.68
						Vendor Total:	1,852.93
69546	U.S. BANK VOYAGER FLEET SYS		01/10/2019	00017033	12/24/2018	VEHICLE FUEL - CSD	
		86932-2446-12/24/2018					447.61
69547	U.S. BANK VOYAGER FLEET SYS		01/10/2019	00016968	12/24/2018	VEHICLE FUEL - PWD	
		86932-2446--12/24/18					1,431.40
						Vendor Total:	1,879.01
69539	U.S. BANK		01/10/2019		12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246044555755259					82.10
						Vendor Total:	82.10
69540	U.S. BANK		01/10/2019		12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246044555759426-1					463.13
69541	U.S. BANK		01/10/2019		12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246044555759426-2					195.96
69542	U.S. BANK		01/10/2019		12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246044555759426-3					113.25
69543	U.S. BANK		01/10/2019		12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246044555759426-4					77.09
69544	U.S. BANK		01/10/2019		12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246044555759426-5					267.12
						Vendor Total:	1,116.55
69548	U.S. BANK		01/10/2019		12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246044555725047-A					59.70
69549	U.S. BANK		01/10/2019	00017025	12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246044555725047-B					817.33
69550	U.S. BANK		01/10/2019	00017027	12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246044555725047-C					534.33
69551	U.S. BANK		01/10/2019		12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246044555725047-D					28.59
						Vendor Total:	1,439.95
69545	U.S. BANK		01/10/2019		12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246044555725039-12/24/18					287.00

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City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount	
						Vendor Total:	287.00	
69552	U.S. BANK-GLOBAL CORPORATE		01/10/2019		01/01/2019	FACILITY LEASE#CIEDB-BC04-091	8,758.88	
		62738-A/C#207877000					8,758.88	
69553	U.S. BANK-GLOBAL CORPORATE		01/10/2019		01/01/2019	DEBT SERV#CIEDB-02029	21,462.93	
		A/C#207877000					21,462.93	
						Vendor Total:	30,221.81	
69554	VISION SERVICE PLAN		01/10/2019		01/08/2019	VISION PREMIUM PAYMENT	819.47	
		DEC 2018					819.47	
						Vendor Total:	819.47	
69555	WELLS FARGO BANK		01/10/2019		11/02/2018	ADMIN FEES - 2009 TABS	2,500.00	
		1626078					2,500.00	
						Vendor Total:	2,500.00	
69556	WF CTS DEBT SERVICES		01/10/2019		01/09/2019	DEBT SERVICE PAYMENT	497,457.11	
		010919-ACCT#LAWNDALE09TA					497,457.11	
						Vendor Total:	497,457.11	
							Grand Total:	600,331.12
							Less Credit Memos:	0.00
							Net Total:	600,331.12
							Less Hand Check Total:	0.00
							Outstanding Invoice Total:	600,331.12
Total Invoices: 45								



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City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
69612	LAWNDALE RECYCLING CENTER		01/14/2019		01/14/2019	2019 REFUND FEES-BL#08905	135.50
		BATCH/22991					<u>135.50</u>
						Vendor Total:	<u>135.50</u>

Total Invoices: 1

Grand Total:	135.50
Less Credit Memos:	<u>0.00</u>
Net Total:	135.50
Less Hand Check Total:	<u>0.00</u>
Outstanding Invoice Total:	135.50

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Date: 01/16/2019

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City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
69557	ADVANCED CAR SERVICES	F70083	01/21/2019		12/26/2018	REFUND FEE-LOT SIZE EXEMPTI	3,682.86
						Vendor Total:	3,682.86
69558	ALL CITY MANAGEMENT SERVICES	58331	01/21/2019	00017068	01/03/2019	SCHOOL CROSSING GUARD SER	6,311.20
						Vendor Total:	6,311.20
69559	ALTA LANGUAGE SERVICES	IS413984	01/21/2019		12/31/2018	BILINGUAL ASSESSMENT TEST	60.00
						Vendor Total:	60.00
69596	AMERICAN SOCCER CO., INC.	1508519-SA	01/21/2019	00017077	12/31/2018	2019 WINTER BASKETBALL UNIF	4,310.79
69597	AMERICAN SOCCER CO., INC.	1509992-SA	01/21/2019	00017077	12/31/2018	2019 WINTER BASKETBALL UNIF	51.72
						Vendor Total:	4,362.51
69560	AM-TEC SECURITY	59874	01/21/2019	00016951	12/19/2018	SECURITY ALARM / MONITORING	924.00
						Vendor Total:	924.00
69600	A-THRONE CO., INC	559323	01/21/2019	00017017	01/09/2019	PORTABLE RESTROOM-MCKENZ	88.95
						Vendor Total:	88.95
69561	SVETLANA AVERBUKH	LN0014	01/21/2019	00017001	01/02/2019	INSTRUCTOR FEE-SR. ZUMBA G	390.00
						Vendor Total:	390.00
69562	CAPITAL OF SOUTH BAY INC.	406732	01/21/2019	00016967	12/18/2018	ELECTRICAL / LIGHTING SUPPLIE	63.79
						Vendor Total:	63.79
69563	CARPETS BY MONTE, INC	111318	01/21/2019	00017097	11/13/2018	CARPET INSTALLATION-PWD	989.00
						Vendor Total:	989.00
69564	CASC ENGINEERING & CONSULTING	40152	01/21/2019	00016973	12/20/2018	NPDES PERMIT COMPLIANCE SV	580.00
						Vendor Total:	580.00
69598	COLONIAL LIFE & ACCIDENTS, INC	E7421597 - JAN 2019-PRE	01/21/2019		01/08/2019	SECTION 125 - PRE TAX	1,367.13
69599	COLONIAL LIFE & ACCIDENTS, INC	E7421597-JAN 19-POST	01/21/2019		01/08/2019	SECTION 125 - POST TAX	1,725.88
						Vendor Total:	3,093.01
69602	COUNTY OF LA DEPT OF PUBLIC WK	PW-18121002858	01/21/2019	00016972	12/10/2018	TRAFFIC SIGNAL MAINTENANCE	7,803.15
						Vendor Total:	7,803.15
69565	COUNTY OF LOS ANGELES	AR0243552-2018/2019	01/21/2019		12/20/2018	NOTICE FEE - BACKFLOW TESTII	37.00
69566	COUNTY OF LOS ANGELES	AR0264186-2018/2019	01/21/2019		12/20/2018	NOTICE FEE - BACKFLOW TESTII	37.00
69567	COUNTY OF LOS ANGELES	AR0264187-2018/2019	01/21/2019		12/20/2018	NOTICE FEE - BACKFLOW TESTII	37.00
						Vendor Total:	111.00

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City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
69568	DRAWINGBOARD PRINTING	9154073	01/21/2019		12/19/2018	RECEIPT BOOKS (6)	299.78
						Vendor Total:	<u>299.78</u>
69569	EWING IRRIGATION PRODUCTS INC	6619909	01/21/2019		12/05/2018	LANDSCAPE SUPPLIES-ANDERSI	9.33
						Vendor Total:	<u>9.33</u>
69570	FARHADI AND ASSOCIATES INC	18-105	01/21/2019	0017036A	12/03/2018	INTERIM ENGRG ASSISTANT SVC	6,552.00
						Vendor Total:	<u>6,552.00</u>
69601	GREENLAND SUPPLY INC.	232468	01/21/2019		12/18/2018	COUPLING/PLUMBING SUPPLIES	85.61
						Vendor Total:	<u>85.61</u>
69571	INFRASTRUCTURE ENGINEERS	23667	01/21/2019	0016908A	11/30/2018	TEMPORARY STAFF-ASSIST. ENK	4,750.00
						Vendor Total:	<u>4,750.00</u>
69572	JCB OF SOUTHERN CALIFORNIA	PSV481370	01/21/2019	00017106	12/26/2018	MAINTENANCE SVCS - PWD	1,335.90
						Vendor Total:	<u>1,335.90</u>
69573	LOS ANGELES COUNTY	191733CY	01/21/2019		12/05/2018	PUBLIC SAFETY SVC - NOV 2018	438,936.55
						Vendor Total:	<u>438,936.55</u>
69603	MANAGED HEALTH NETWORK	PRM-033126	01/21/2019		01/08/2019	EMP. ASSIST PROGRAM - JAN 20	94.05
						Vendor Total:	<u>94.05</u>
69604	MICHAEL BAKER INTL, INC	1036672A	01/21/2019	00017038	01/09/2019	PROFESSIONAL SERVICES-CDBK	1,492.50
69605	MICHAEL BAKER INTL, INC	1036672B	01/21/2019	00017040	01/09/2019	PROFESSIONAL SERVICES-CDBK	535.00
						Vendor Total:	<u>2,027.50</u>
69574	MYERS & SONS HI WAY SAFETY INC	82805	01/21/2019	00016970	12/18/2018	STREET SIGNS SUPPLIES	913.65
						Vendor Total:	<u>913.65</u>
69575	NAGASAKI & ASSOCIATES	18-1194	01/21/2019		12/31/2018	APPRAISAL REPORT--SWC	500.00
						Vendor Total:	<u>500.00</u>
69576	NATIONAL TRENCH SAFETY	0746789	01/21/2019	00017107	12/04/2018	PERMA PATCH-COLD MIX-POTHC	903.37
						Vendor Total:	<u>903.37</u>
69577	NEOPOST USA, INC	15605741	01/21/2019		12/27/2018	NEOPOST IN-6/7 INK CARTRIDGE	153.30
						Vendor Total:	<u>153.30</u>
69578	PACIFIC TIRE SERVICE	108995	01/21/2019		12/18/2018	REPAIR TIRE - PWD	50.00
						Vendor Total:	<u>50.00</u>
69579	PEP BOYS	9692157871	01/21/2019		12/10/2018	VEHICLE MAINTENANCE SUPPLII	32.96

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	32.96
69580	TUY DINH PHAM	F/68210	01/21/2019		01/08/2019	REFUND FEE-CONSTRUCTION/DI	
							1,500.00
						Vendor Total:	1,500.00
69581	PRUDENTIAL OVERALL SUPPLY	42360625	01/21/2019		12/18/2018	SUPPLIES - MONTHLY CHARGES	9.00
69582	PRUDENTIAL OVERALL SUPPLY	42366062	01/21/2019	00016961	01/01/2019	UNIFORM CLEANING - PWD	
							37.06
						Vendor Total:	46.06
69583	RICOH USA INC	5055494723	01/21/2019		01/01/2019	PERIODIC PAYMENT - DEC 2018	
69584	RICOH USA INC	5055494164	01/21/2019		01/01/2019	PERIODIC PAYMENT - DEC 218	
							115.99
						Vendor Total:	206.81
69585	SHI	B09250921	01/21/2019		12/13/2018	LASERJET PRO M402N PRINTER	
							189.33
						Vendor Total:	189.33
69586	SMARTHIRE	45825	01/21/2019		12/19/2018	NEW HIRE BACKGROUND CHECK	
							159.00
						Vendor Total:	159.00
69587	SOUTH BAY CENTER FOR DISPUTE	12312018	01/21/2019	00016937	12/29/2018	DISPUTE RESOLUTION SERVICE:	
							1,761.00
						Vendor Total:	1,761.00
69588	STATE WATER RESOURCES CONTROL	WD-0139034	01/21/2019		12/26/2018	ANNL SANITATION DISCHARGE F	2,286.00
69606	STATE WATER RESOURCES CONTROL	SW-159755	01/21/2019		01/08/2019	ANNUAL FEE SANITARY SEWER	
							14,230.00
						Vendor Total:	16,516.00
69607	THE SALVATION ARMY	2838	01/21/2019		10/31/2018	MEALS ON WHEELS-SENIORS	
							73.00
						Vendor Total:	73.00
69608	THE STANDARD, UNIT 22	JAN 2019-LIFE	01/21/2019		01/08/2019	LIFE INSURANCE PREMIUM	
69609	THE STANDARD, UNIT 22	JAN 2019-AD&D	01/21/2019		01/08/2019	AD & D INSURANCE PREMIUM	661.50
69610	THE STANDARD, UNIT 22	JAN 2019-LTD	01/21/2019		01/08/2019	LTD INSURANCE PREMIUM	78.75
							821.87
						Vendor Total:	1,562.12
69589	UNDERGROUND SERVICE ALERT SC	1220180394	01/21/2019	00016948	01/01/2019	(29) DIG ALERT TICKETS	
							57.85
						Vendor Total:	57.85
69611	VISION SERVICE PLAN	JAN 19	01/21/2019		01/08/2019	VISION PREMIUM PAYMENT	
							930.33
						Vendor Total:	930.33
69590	VISTA PAINT	2018-618670-00	01/21/2018		12/22/2018	PAINT SUPPLIES - MSD	
69591	VISTA PAINT	2018-611219-00	01/21/2019		12/20/2018	PAINT - MSD OFFICE	37.74
69592	VISTA PAINT	2018-611298-00	01/21/2019	00016953	12/18/2018	GRAFFITI SUPPLIES - PWD	224.56
							115.18

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
69593	VISTA PAINT	2018-613566-00	01/21/2019	00016953	12/19/2018	GRAFFITI / TRAFFIC / SUPPLIES	77.77
69594	VISTA PAINT	2019-629483-00	01/21/2019	00016953	01/02/2019	GRAFFITI / TRAFFIC / SUPPLIES	108.26
69595	VISTA PAINT	2018-622337-00	01/21/2019	00016953	12/27/2018	GRAFFITI / TRAFFIC / SUPPLIES	23.45
Vendor Total:							586.96

Grand Total: 508,691.93

Less Credit Memos: 0.00

Net Total: 508,691.93

Less Hand Check Total: 0.00

Outstanding Invoice Total: 508,691.93

Total Invoices: 55

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
69613	ALLIANT INSURANCE SERVICES	011019	01/17/2019	00017022	01/15/2019	SPECIAL EVENT INSURANCE-4TH	2,072.00
						Vendor Total:	2,072.00
69614	BELLAGIO CAR WASH	OCT 2018	01/17/2019		01/14/2019	VEHICLE WASH/MAINTENANCE	85.00
69615	BELLAGIO CAR WASH	NOV 2018	01/17/2019		01/14/2019	VEHICLE WASH/MAINTENANCE	65.00
69616	BELLAGIO CAR WASH	DEC 2018	01/17/2019		12/18/2018	VEHICLE WASH/MAINTENANCE	20.00
						Vendor Total:	170.00
69617	CHRISTINA BROOME	JAN 2019	01/17/2019	00016979	01/16/2019	INSTRUCTOR FEE-SR YOGA CLA	260.00
						Vendor Total:	260.00
69618	CALIF BLDG STANDARDS COMMISSIO	12/31/2018	01/17/2019		12/31/2018	SURCHARGE QTR END 12/31/18	98.00
						Vendor Total:	98.00
69619	CITY OF LAWDALE PETTY CASH	01/15/2019	01/17/2019		01/15/2019	PETTY CASH REIMBURSEMENT	659.51
						Vendor Total:	659.51
69620	DEPT OF ANIMAL CARE & CONTROL	10/15/2018	01/17/2019	00016934	10/15/2018	ANIMAL CONTROL SVCS-SEP 201	446.92
69621	DEPT OF ANIMAL CARE & CONTROL	09/15/2018	01/17/2019	00016934	09/15/2018	ANIMAL CONTROL SVCS-AUG 20	204.47
						Vendor Total:	651.39
69622	DUNBAR ARMORED INC	4334786	01/17/2019	00016928	01/01/2019	ARMORED SVCS-JAN 2019	155.62
						Vendor Total:	155.62
69623	GOLDEN STATE WATER CO.	JAN 2019	01/17/2019		01/14/2019	UTILITIES - WATER	15,697.27
						Vendor Total:	15,697.27
69624	WENDELIN GREENE	F/70828	01/17/2019		01/15/2019	REFUND DEPOSIT-FACILITY REN	500.00
						Vendor Total:	500.00
69625	NEOFUNDS BY NEOPOST	7900044080194966-DEC 2018	01/17/2019	0017021A	12/28/2018	POSTAGE REFILL - DEC 2018	1,394.14
						Vendor Total:	1,394.14
69626	SOUTHERN CALIFORNIA GAS CO.	038-693-9236-9-JAN 2019	01/17/2019		01/07/2019	UTILITIES-NATURAL VEHICLE FU	39.48
69627	SOUTHERN CALIFORNIA GAS CO.	JAN 2019A	01/17/2019		01/14/2019	UTILITIES - GAS	2,476.08
						Vendor Total:	2,515.56
69628	THE SAFEMART OF SO CAL INC	91103	01/17/2019		01/08/2019	INSTALL (2) LEVER LOCKS-CSD	688.91
						Vendor Total:	688.91
69634	U.S. BANK VOYAGER FLEET SYS	86932-2446-12/24/18-MSD	01/17/2019		12/24/2018	VEHICLE FUEL	758.08
						Vendor Total:	758.08

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69629	U.S. BANK		01/17/2019	00017027	12/24/2018	CREDIT ACCOUNT PAYMENT		
		4246-0445-5575-5267-12/24/18					11.54	
69630	U.S. BANK		01/17/2019		12/24/2018	CREDIT ACCOUNT PAYMENT		
		4246-0445-5575-5267-12/24/18A					10.99	
69631	U.S. BANK		01/17/2019		12/24/2018	CREDIT ACCOUNT PAYMENT		
		4246-0445-5575-5267-12/24/18B					41.69	
						Vendor Total:	64.22	
69632	VERIZON WIRELESS		01/17/2019		01/02/2019	M2M ACCOUNT SHARE DATA LIN		
		9821491914					25.02	
69633	VERIZON WIRELESS		01/17/2019		01/03/2019	CELL PHONE SERVICES		
		9821545326					595.67	
						Vendor Total:	620.69	
							Grand Total:	26,305.39
							Less Credit Memos:	0.00
							Net Total:	26,305.39
							Less Hand Check Total:	0.00
							Outstanding Invoice Total:	26,305.39
Total Invoices: 22								

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
69635	AT & T - CALNET3		01/24/2019		01/13/2019	PHONE CHARGES - JAN 2019	
		000012475583					38.14
69636	AT & T - CALNET3		01/24/2019		01/13/2019	PHONE CHARGES - JAN 2019	
		000012475603					1,530.47
						Vendor Total:	<u>1,568.61</u>
69637	GOLDEN STATE WATER CO.		01/24/2019		01/23/2019	UTILITIES - WATER	
	JAN 2019A						995.04
						Vendor Total:	<u>995.04</u>
69638	LEGACY TRAVEL & TOURS		01/24/2019		01/23/2019	DEPOSIT-SR TRAVEL CLUB	
	T2597-ROCKING THE KEYS						750.00
						Vendor Total:	<u>750.00</u>
69639	TIME WARNER CABLE		01/24/2019		01/23/2019	PW-FIBER OPTICS COMM	
		8448300040033083-JAN 2019					96.13
69640	TIME WARNER CABLE		01/24/2019		01/23/2019	CABLE BROADCAST-CITY HALL	
		8448300040004993-JAN 2019					183.63
69641	TIME WARNER CABLE		01/24/2019		01/14/2019	BCF FIBER METRO E/FIBER I-NET	
		8448300040234046-JAN 19					2,131.90
						Vendor Total:	<u>2,411.66</u>
69642	TRAVELTECH ENTERPRISES		01/24/2019	00017121	01/23/2019	BALANCE DUE-TASTE OF LA	
	121918						1,020.00
69643	TRAVELTECH ENTERPRISES		01/24/2019		01/23/2019	BALANCE DUE-TASTE OF LA	
	121918A						3,878.00
						Vendor Total:	<u>4,898.00</u>
69644	U.S. BANK		01/24/2019		12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246-0445-5565-0484-12/24/18					431.07
						Vendor Total:	<u>431.07</u>
69645	U.S. BANK		01/24/2019	00016950	12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246-0445-5572-5013-12/24/2018					927.35
69646	U.S. BANK		01/24/2019		12/24/2018	CREDIT ACCOUNT PAYMENT	
		4246-0445-5572-5013-12/24/18A					607.54
						Vendor Total:	<u>1,534.89</u>
<b>Grand Total:</b>							<b>12,589.27</b>
<b>Less Credit Memos:</b>							<b>0.00</b>
<b>Net Total:</b>							<b>12,589.27</b>
<b>Less Hand Check Total:</b>							<b>0.00</b>
<b>Outstanding Invoice Total:</b>							<b>12,589.27</b>
Total Invoices: 12							



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69693	ALESHIRE & WYNDER, LLP	49507	02/04/2019		01/11/2019	LEGAL SVCS-GENERAL-DEC 2018	14,140.47
						Vendor Total:	14,140.47
69698	ALESHIRE & WYNDER, LLP	49513	02/04/2019		01/11/2019	LEGAL SVC-AGENCY-DEC 18	933.00
						Vendor Total:	933.00
69697	ALESHIRE & WYNDER, LLP	49512	02/04/2019		12/01/2018	LEGAL SVC-CD ENFORCEMENT-I	15,142.41
						Vendor Total:	15,142.41
69701	ALESHIRE & WYNDER, LLP	49516	02/04/2019		01/11/2019	LEGAL SVC-VS CASEY COOK-DE	12.00
						Vendor Total:	12.00
69700	ALESHIRE & WYNDER, LLP	49515	02/04/2019		01/11/2019	LEGAL SV-FRANCHISE/CABLE-DE	369.00
						Vendor Total:	369.00
69694	ALESHIRE & WYNDER, LLP	49508	02/04/2019		01/11/2019	LEGAL SVC-LITIGATION-DEC 2018	61.50
						Vendor Total:	61.50
69647	ALESHIRE & WYNDER, LLP	49509	02/04/2019		01/11/2019	LEGAL SV-PERSONNEL/LABOR-C	629.50
						Vendor Total:	629.50
69695	ALESHIRE & WYNDER, LLP	49510	02/04/2019		01/11/2019	LEGAL SVC-PLANNING-DEC 2018	1,332.35
						Vendor Total:	1,332.35
69696	ALESHIRE & WYNDER, LLP	49511	02/04/2019		01/11/2019	LEGAL SVC-PWD/ENGRNG-DEC 18	225.50
						Vendor Total:	225.50
69699	ALESHIRE & WYNDER, LLP	49514	02/04/2019		01/14/2019	LEGAL SVC-REFUSE-DEC 18	4,141.00
						Vendor Total:	4,141.00
69703	ALL CITY MANAGEMENT SERVICES	58547	02/04/2019	00017068	12/26/2018	SCHOOL CROSSING GUARD SER	3,220.00
						Vendor Total:	3,220.00
69648	LILSON ALMEIDA	71513	02/04/2019		01/23/2019	REFUND FEE-RENTAL DEPOSIT	250.00
						Vendor Total:	250.00
69649	AMERICAN SOCCER CO., INC.	1511814-SA	02/04/2019	00017077	01/14/2019	UNIFORMS-WINTER BASKETBALL	138.96
69704	AMERICAN SOCCER CO., INC.	1511185-SA	02/04/2019	00017077	01/11/2019	2019 WINTER BASKETBALL UNIFORMS	24.78
69705	AMERICAN SOCCER CO., INC.	1511552-SA	02/04/2019	00017077	01/11/2019	2019 WINTER BASKETBALL UNIFORMS	24.78
						Vendor Total:	188.52
69707	AMERICAN STRUCTURAL PEST	50695	02/04/2019		01/02/2019	PEST CONTROL SVC-CITY HALL	45.00
						Vendor Total:	45.00

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69650	AMERICAN STRUCTURAL PEST		02/04/2019	00017105	11/22/2018	PEST CONTROL SVC-QTRLY	
		50277					379.00
69706	AMERICAN STRUCTURAL PEST		02/04/2019	00017006	01/02/2019	PEST CONTROL SVC-CSD	
		50696					125.00
						Vendor Total:	504.00
69702	AT&T GLOBAL SERVICES, INC.		02/04/2019	00017013	01/07/2019	MAINTENANCE CONTRACT SVC	
		SB110645					865.67
						Vendor Total:	865.67
69708	CALIFORNIA ASSOCIATION OF CODE		02/04/2019		01/14/2019	2018 CACEO MEMBERSHIP DUES	
		300008591-MICHAEL REYES					95.00
69709	CALIFORNIA ASSOCIATION OF CODE		02/04/2019		01/14/2019	2018 CACEO MEMBERSHIP DUES	
		300008650-JAMIE RODRIGUEZ					95.00
69710	CALIFORNIA ASSOCIATION OF CODE		02/04/2019		01/14/2019	2018 CACEO MEMBERSHIP DUES	
		300008632-GREG WILLIAMS					95.00
						Vendor Total:	285.00
69711	CAPITAL OF SOUTH BAY INC.		02/04/2019	00016967	12/20/2018	LIGHTING SUPPLIES - CSD	
		406843					33.47
						Vendor Total:	33.47
69651	LUDWIN CASTELLANOS		02/04/2019		01/23/2019	REFUND FEE-RENTAL DEPOSIT	
		F/70466					500.00
69652	LUDWIN CASTELLANOS		02/04/2019		01/23/2019	REFUND FEE-RENTAL DEPOSIT	
		F/71026					500.00
						Vendor Total:	1,000.00
69653	CITY OF GARDENA		02/04/2019	00016981	01/23/2019	SENIOR CASE MANAGEMENT SV	
		1018-OCT 2018					320.00
69654	CITY OF GARDENA		02/04/2019	00016981	01/23/2019	SENIOR CASE MANAGEMENT SV	
		1118-NOV 2018					320.00
69655	CITY OF GARDENA		02/04/2019	00016981	01/23/2018	SENIOR CASE MANAGEMENT SV	
		1218-DEC 2018					320.00
						Vendor Total:	960.00
69668	COUNTY OF LA DEPT OF PUBLIC WK		02/04/2019	00016972	01/07/2019	INDUSTRIAL WASTE SVCS	
		PW-19010703079					314.32
						Vendor Total:	314.32
69656	SIRLEY CUEVAS		02/04/2019	00016940	01/09/2019	PLANNING COMMISSION STIPEN	
		01/09/2019					50.00
69657	SIRLEY CUEVAS		02/04/2019	00016940	01/23/2019	PLANNING COMMISSION STIPEN	
		01/23/2019					50.00
						Vendor Total:	100.00
69713	DEPARTMENT OF JUSTICE		02/04/2019		01/04/2019	FINGERPRINT APPLICANTS	
		349665					128.00
						Vendor Total:	128.00
69658	EMPIRE CLEANING SUPPLIES		02/04/2019	00016956	01/03/2019	MAINTENANCE/CLEANING SUPPLI	
		1087521					897.09
						Vendor Total:	897.09
69714	FARMER BROTHERS CO.		02/04/2019		01/15/2019	COFFEE SERVICE -JAN 2019	
		68673224					142.35
						Vendor Total:	142.35
69659	FEDEX		02/04/2019		01/18/2019	SHIPPING CHARGES - 01/18/19	
		6-434-75746					57.75
						Vendor Total:	57.75

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69660	GLORIA FLUCAS	F/70040A	02/04/2019		01/23/2019	REFUND FEE-RENTAL DEPOSIT	750.00
						Vendor Total:	<u>750.00</u>
69661	GENERAL INDUSTRIAL TOOL & SUPP	1164962-01	02/04/2019	00016946	01/09/2019	TOOLS / SUPPLIES	138.57
						Vendor Total:	<u>138.57</u>
69715	THEREZA GONZALEZ	F/68025	02/04/2019		01/15/2019	REFUND FEE-RENTAL DEPOSIT	1,000.00
69716	THEREZA GONZALEZ	F/71107	02/04/2019		01/15/2019	REFUND FEE-STAGE RESERVAT	250.00
						Vendor Total:	<u>1,250.00</u>
69662	H F & H CONSULTANTS, LLC	9716064	02/04/2019	00016952	01/14/2019	PROFESSIONAL SERVICES-DEC	7,039.19
						Vendor Total:	<u>7,039.19</u>
69664	HAMPTON TEDDER ELECTRIC CO	F/716763	02/04/2019		01/23/2019	REFUND OVERPAYMENT-BL#102	111.75
						Vendor Total:	<u>111.75</u>
69717	LETICIA HERNANDEZ	F/70526	02/04/2019		01/10/2019	REFUND FEE-RENTAL DEPOSIT	750.00
						Vendor Total:	<u>750.00</u>
69663	HILTON FARNKOPF & HOBSON	9716056	02/04/2019	00016974	01/14/2019	SOLID WASTE MGMT CONSULTIN	5,629.70
						Vendor Total:	<u>5,629.70</u>
69665	INFRASTRUCTURE ENGINEERS	23712	02/04/2019	00017065	12/31/2018	COMPLIANCE REVIEW SVC	4,650.00
69666	INFRASTRUCTURE ENGINEERS	23700R	02/04/2018	00017113	12/31/2018	STAFF AUGMENTATION SVCS	6,317.50
						Vendor Total:	<u>10,967.50</u>
69718	DIAMOND JEFFRIES	F/71333	02/04/2019		01/15/2019	REFUND FEE-RENTAL DEPOSIT	500.00
						Vendor Total:	<u>500.00</u>
69667	JOBS AVAILABLE INC.	1903015	02/04/2019		01/22/2019	JOB POSTING-DIRECTOR PWD	429.00
						Vendor Total:	<u>429.00</u>
69669	L.A. NEWSPAPER GROUP	AD #0011222152-5007750-CCD	02/04/2019	00016925	01/10/2019	DB 1-35-LEGAL AD - 01/10/19	137.45
69712	L.A. NEWSPAPER GROUP	AD #0011214856-5007749-CDD	02/04/2019	00016944	01/15/2019	DB 12-45-LEGAL ADV-12/20/18	169.95
						Vendor Total:	<u>307.40</u>
69720	L.A. UNIFORMS & TAILORING	1097	02/04/2019		12/01/2018	UNIFORMS/ACCESSORIES-MSD	169.45
69721	L.A. UNIFORMS & TAILORING	818	02/04/2019		10/16/2018	UNIFORMS/ACCESSORIES-MSD	87.55
69722	L.A. UNIFORMS & TAILORING	817	02/04/2019		10/16/2018	UNIFORMS/ACCESSORIES-MSD	142.30
69723	L.A. UNIFORMS & TAILORING	716	02/04/2019		09/24/2018	UNIFORMS/ACCESSORIES-MSD	71.12
69724	L.A. UNIFORMS & TAILORING	690	02/04/2019		09/21/2018	UNIFORMS/ACCESSORIES-MSD	218.84
69725	L.A. UNIFORMS & TAILORING	691	02/04/2019		09/21/2018	UNIFORMS/ACCESSORIES-MSD	142.30

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						Vendor Total:	831.56
69719	LOS ANGELES COUNTY		02/04/2019		01/28/2019	SECURITY SERVICES-12/14/18	
		192049CY-OPTIONS FOR LIFE					180.84
						Vendor Total:	180.84
69670	JOHN MARTINEZ		02/04/2019	00016941	01/09/2019	PLANNING COMMISSION STIPEN	
		01/09/2019					50.00
69671	JOHN MARTINEZ		02/04/2019	00016941	01/23/2019	PLANNING COMMISSION STIPEN	
		01/23/2019					50.00
						Vendor Total:	100.00
69672	UFFE MOLLER		02/04/2019	00016942	01/09/2019	PLANNING COMMISSION STIPEN	
		01/09/2019					50.00
69673	UFFE MOLLER		02/04/2019	00016942	01/23/2019	PLANNING COMMISSION STIPEN	
		01/23/2019					50.00
						Vendor Total:	100.00
69674	PHILLIP NAYLOR		02/04/2019		01/24/2019	REFUND FEE-RES PROPERTY RE	
		F71543					205.30
						Vendor Total:	205.30
69740	OFFICE DEPOT		02/04/2019		10/25/2018	OFFICE SUPPLIES - MSD	
		222587505001					24.85
69741	OFFICE DEPOT		02/04/2019		11/02/2018	OFFICE SUPPLIES - MSD	
		224978941001					4.37
69742	OFFICE DEPOT		02/04/2019		11/19/2018	OFFICE SUPPLIES - ASD	
		231868420001					31.48
69743	OFFICE DEPOT		02/04/2019		11/30/2018	OFFICE SUPPLIES - PWD	
		239648094001					44.17
69744	OFFICE DEPOT		02/04/2019		12/06/2018	OFFICE SUPPLIES - PWD	
		243033381001					314.89
69745	OFFICE DEPOT		02/04/2019		11/12/2018	OFFICE SUPPLIES - FIN	
		229345672001					159.14
69746	OFFICE DEPOT		02/04/2019		11/30/2018	OFFICE SUPPLIES - PWD	
		237262367001					25.39
69747	OFFICE DEPOT		02/04/2019		11/29/2018	OFFICE SUPPLIES - FIN	
		238367304001					41.50
69748	OFFICE DEPOT		02/04/2019		01/03/2019	OFFICE SUPPLIES - PWD	
		239672969001					28.55
69749	OFFICE DEPOT		02/04/2019		12/04/2018	OFFICE SUPPLIES - CCD	
		241722287001					121.19
69750	OFFICE DEPOT		02/04/2019		12/06/2018	OFFICE SUPPLIES - CDD	
		242461671001					88.67
69751	OFFICE DEPOT		02/04/2019		12/07/2018	OFFICE SUPPLIES - MSD	
		243121511001					316.46
69752	OFFICE DEPOT		02/04/2019		12/10/2018	OFFICE SUPPLIES - MSD	
		243121511002					8.76
69753	OFFICE DEPOT		02/04/2019		12/06/2018	OFFICE SUPPLIES - CSD	
		243208401001					309.78
69754	OFFICE DEPOT		02/04/2019		12/07/2018	OFFICE SUPPLIES - CSD	
		243215149001					2.63
69755	OFFICE DEPOT		02/04/2019		12/06/2018	OFFICE SUPPLIES - CSD	
		243215148001					248.30
69756	OFFICE DEPOT		02/04/2019		12/13/2018	OFFICE SUPPLIES - ASD	
		243744190001					56.23
69757	OFFICE DEPOT		02/04/2019		12/13/2018	OFFICE SUPPLIES - FIN	
		246254952001					68.42
69758	OFFICE DEPOT		02/04/2019		12/13/2018	OFFICE SUPPLIES - FIN	
		246269900001					29.55
69759	OFFICE DEPOT		02/04/2019		12/19/2018	OFFICE SUPPLIES - CSD	
		248324759001					60.60
69760	OFFICE DEPOT		02/04/2019		12/20/2018	OFFICE SUPPLIES - CDD	
		248582452001					12.80
69761	OFFICE DEPOT		02/04/2019		12/20/2018	OFFICE SUPPLIES - CDD	
		248584370001					184.75

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69762	OFFICE DEPOT		02/04/2019		12/20/2018	OFFICE SUPPLIES - CSD	
		249012269001					22.82
69763	OFFICE DEPOT		02/04/2019		12/19/2018	OFFICE SUPPLIES - FIN	
		249068188001					849.40
69764	OFFICE DEPOT		02/04/2019		01/03/2019	OFFICE SUPPLIES - PWD	
		251232937001					22.66
69765	OFFICE DEPOT		02/04/2019		01/03/2019	OFFICE SUPPLIES - PWD	
		251234140001					24.63
						Vendor Total:	3,101.99
69727	OPTIONS FOR LIFE INC		02/04/2019		01/10/2019	REFUND FEE-SECURITY SERVICE	
		F/68538					119.16
						Vendor Total:	119.16
69675	OVERLAND, PACIFIC & CUTLER LLC		02/04/2019		12/31/2018	RELOCATION ASSIST/PROJECT M	
		1812186					718.75
69676	OVERLAND, PACIFIC & CUTLER LLC		02/04/2019		12/31/2018	RELOCATION ASSIST/PROPERTY	
		1812187					1,327.50
						Vendor Total:	2,046.25
69726	PACIFIC TIRE SERVICE		02/04/2019		01/16/2018	REPAIR FLAT TIRE-MSD	
		109387					10.00
69728	PACIFIC TIRE SERVICE		02/04/2019		01/15/2019	REPAIR FLAT TIRE - MSD	
		109369					10.00
						Vendor Total:	20.00
69677	POWERSTRIDE BATTERY		02/04/2019		01/22/2019	BATTERY REPLACEMENT-PWD	
		H412478					99.55
						Vendor Total:	99.55
69678	PRUDENTIAL OVERALL SUPPLY		02/04/2019	00016961	01/22/2019	UNIFORMS-PWD MAINTENANCE	
		42371806					37.06
69679	PRUDENTIAL OVERALL SUPPLY		02/04/2019	00016961	01/15/2019	UNIFORMS-PWD MAINTENANCE	
		42369753					37.06
69729	PRUDENTIAL OVERALL SUPPLY		02/04/2019	00016961	01/08/2019	UNIFORMS/ACCESSORIES-PWD	
		42367703					37.06
69730	PRUDENTIAL OVERALL SUPPLY		02/04/2019		01/10/2019	JANITORIAL SUPPLIES	
		42366061					9.00
						Vendor Total:	120.18
69680	RESOURCE RECYCLING & RECOVERY		02/04/2019		11/19/2018	REIMBURSE-USED OIL GRANT FI	
		1159246					2,413.97
						Vendor Total:	2,413.97
69681	RICOH USA INC		02/04/2019		01/12/2019	PERIODIC PAYMENT-COPIER LE/	
		9026996001					2,128.08
						Vendor Total:	2,128.08
69731	CYNTHIA RODRIGUEZ		02/04/2019		12/13/2018	REIMB EXPENSE-HOLIDAY SUPP	
		12/13/2018					638.38
						Vendor Total:	638.38
69732	ROY RUIZ		02/04/2019		01/10/2019	REFUND FEE-RENTAL DEPOSIT	
		F/71274					250.00
						Vendor Total:	250.00
69733	SHI		02/04/2019		01/16/2019	COMPUTER EQUIPMENT/SUPPLII	
		B09288415					32.02
69734	SHI		02/04/2019	00017096	01/14/2019	LENOVO DESKTOP	
		B09239845					4,392.43
						Vendor Total:	4,424.45

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69682	SCOTT SMITH		02/04/2019	00016943	01/09/2019	PLANNING COMMISSION STIPEN	
		01/09/2018					50.00
69683	SCOTT SMITH		02/04/2019	00016943	01/23/2019	PLANNING COMMISSION STIPEN	
		01/23/219					50.00
						Vendor Total:	100.00
69735	SOUTH BAY FORD LINCOLN MERCURY		02/04/2019	00016932	11/27/2018	REPAIR FLAT TIRE/FAST LUBE	
		FXCS923049					69.29
						Vendor Total:	69.29
69736	SOUTH BAY LANDSCAPING INC		02/04/2019	00016982	12/31/2018	LANDSCAPING SERVICES	
		18634					18,835.00
						Vendor Total:	18,835.00
69684	SOUTH COAST MECHANICAL		02/04/2019		01/24/2019	AIR HANDLER CHECK-MSD	
		49905					639.43
						Vendor Total:	639.43
69685	SOUTHERN COMPUTER WAREHOUSE		02/04/2019		10/16/2018	LOGITECH COMBO KEYBOARD/M	
		IN-000534757					37.48
						Vendor Total:	37.48
69737	SPCA LA		02/04/2019	00016931	01/14/2019	ANIMAL SHELTERING SERVICES	
		2018-1231					5,800.00
						Vendor Total:	5,800.00
69738	STEAMX, LLC - SIGNAL HILLS		02/04/2019		12/28/2018	HOSE- PRESSURE WASHER	
		50948					205.42
						Vendor Total:	205.42
69686	SUPERCO SPECIALTY PRODUCTS		02/04/2019	00016949	01/23/2019	GRAFFITI SUPPLIES	
		PS1270165					903.20
						Vendor Total:	903.20
69687	THE SAFEMART OF SO CAL INC		02/04/2019	00016947	12/27/2018	KEY / LOCK SUPPLIES	
		91087					16.93
						Vendor Total:	16.93
69688	THE SALVATION ARMY		02/04/2019		11/30/2018	(53) MEALS ON WHEELS	
		2915					53.00
						Vendor Total:	53.00
69689	CLARENCE A. ULRICH		02/04/2019		01/22/2019	ENTERTAINER - SENIOR LUNCHE	
		LDC-0007-02/13/2019					300.00
						Vendor Total:	300.00
69739	JUAN CARLOS VENEGAS		02/04/2019		01/15/2019	REFUND FEE-RENTAL DEPOSIT	
		F/70774					500.00
						Vendor Total:	500.00
69690	VISTA PAINT		02/04/2019	00016953	01/16/2019	GRAFFITI SUPPLIES	
		2019-652173-00					43.34
69691	VISTA PAINT		02/04/2019		01/22/2019	PAINT/SUPPLIES - MSD	
		2019-655528-00					53.63
69692	VISTA PAINT		02/04/2019		01/15/2019	PAINT/SUPPLIES - MSD	
		2019-649347-00					133.96
						Vendor Total:	230.93

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Grand Total:							118,321.40
Less Credit Memos:							0.00
Net Total:							118,321.40
Less Hand Check Total:							0.00
Outstanding Invoice Total:							118,321.40
Total Invoices: 119							

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
<b>Fund: 100 General Fund</b>							
<b>Dept: 000</b>							
100-000-410.100	Business License						
	HAMPTON TEDDER ELECTR	F/716763	REFUND OVERPAYMENT-BL#	196868	02/04/2019	02/04/2019	111.75
	LAWNDALE RECYCLING CEI	BATCH/22991	2019 REFUND FEES-BL#08905	196765	01/14/2019	01/14/2019	135.50
							<b>247.25</b>
100-000-410.104	BL - AB 1379						
	DIV OF THE STATE ARCHITE	4TH QTR 2018	CASP FEE QUARTERLY REPO	196744	01/10/2019	01/10/2019	582.60
							<b>582.60</b>
100-000-421.100	Planning Fees - (						
	NAYLOR/PHILLIP//	F/71543	REFUND FEE-RES PROPERTY	196881	02/04/2019	02/04/2019	205.30
							<b>205.30</b>
100-000-422.100	Building Permit F						
	CALIF BLDG STANDARDS CO	12/31/2018	SURCHARGE QTR END 12/31/	196812	01/17/2019	01/17/2019	-11.03
							<b>-11.03</b>
<b>Total Dept. 000:</b>							<b>1,024.12</b>
 <b>Dept: 110 City Council</b>							
100-110-510.100	Office Supplies						
	CITY OF LAWNDALE PETTY	01/15/2019	PETTY CASH REIMBURSEMEN	196813	01/17/2019	01/17/2019	99.46
	U.S. BANK///	4246044555759426-1	CREDIT ACCOUNT PAYMENT	196759	01/10/2019	01/10/2019	209.50
	U.S. BANK///	4246044555759426-1	CREDIT ACCOUNT PAYMENT	196759	01/10/2019	01/10/2019	119.57
	U.S. BANK///	4246044555759426-1	CREDIT ACCOUNT PAYMENT	196759	01/10/2019	01/10/2019	74.06
	U.S. BANK///	4246044555759426-1	CREDIT ACCOUNT PAYMENT	196759	01/10/2019	01/10/2019	60.00
	U.S. BANK///	4246044555759426-3	CREDIT ACCOUNT PAYMENT	196759	01/10/2019	01/10/2019	21.60
	U.S. BANK///	4246044555725039-12/24/18	CREDIT ACCOUNT PAYMENT	196761	01/10/2019	01/10/2019	32.95
	U.S. BANK///	4246044555725039-12/24/18	CREDIT ACCOUNT PAYMENT	196761	01/10/2019	01/10/2019	70.85
							<b>687.99</b>



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100-110-510.200	Reprographics						
	U.S. BANK///	4246044555759426-3	CREDIT ACCOUNT PAYMENT	196759	01/10/2019	01/10/2019	71.65
							<b>71.65</b>
100-110-510.650	Mileage Reimbur						
	CITY OF LAWNSDALE PETTY	01/15/2019	PETTY CASH REIMBURSEMEN	196813	01/17/2019	01/17/2019	20.00
							<b>20.00</b>
<b>Total Dept. City Council:</b>							<b>779.64</b>

**Dept: 120 City Attorney**

100-120-530.300	Legal Services						
	ALESHIRE & WYNDER, LLP	49509	LEGAL SV-PERSONNEL/LABOR	196843	02/04/2019	02/04/2019	629.50
	ALESHIRE & WYNDER, LLP	49507	LEGAL SVCS-GENERAL-DEC 2	196837	02/04/2019	02/04/2019	14,140.47
	ALESHIRE & WYNDER, LLP	49508	LEGAL SVC-LITIGATION-DEC 2	196842	02/04/2019	02/04/2019	61.50
	ALESHIRE & WYNDER, LLP	49510	LEGAL SVC-PLANNING-DEC 21	196844	02/04/2019	02/04/2019	1,332.35
	ALESHIRE & WYNDER, LLP	49511	LEGAL SVC-PWD/ENGRNG-DE	196845	02/04/2019	02/04/2019	225.50
	ALESHIRE & WYNDER, LLP	49512	LEGAL SVC-CD ENFORCEMEN	196839	02/04/2019	02/04/2019	15,142.41
	ALESHIRE & WYNDER, LLP	49514	LEGAL SVC-REFUSE-DEC 18	196846	02/04/2019	02/04/2019	4,141.00
	ALESHIRE & WYNDER, LLP	49515	LEGAL SV-FRANCHISE/CABLE	196841	02/04/2019	02/04/2019	369.00
	ALESHIRE & WYNDER, LLP	49516	LEGAL SVC-VS CASEY COOK-	196840	02/04/2019	02/04/2019	12.00
							<b>36,053.73</b>
<b>Total Dept. City Attorney:</b>							<b>36,053.73</b>

**Dept: 130 City Clerk**

100-130-510.100	Office Supplies						
	OFFICE DEPOT	241722287001	OFFICE SUPPLIES - CCD	196882	02/04/2019	02/04/2019	121.19
							<b>121.19</b>
100-130-530.500	Legal Ads						
	L.A. NEWSPAPER GROUP	011222152-5007750-CCD	DB 1-35-LEGAL AD - 01/10/19	196876	02/04/2019	02/04/2019	137.45
							<b>137.45</b>

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<b>Total Dept. City Clerk:</b>							<b>258.64</b>
<b>Dept: 150 Administrative Svcs</b>							
100-150-510.100	Office Supplies						
	OFFICE DEPOT	231868420001	OFFICE SUPPLIES - ASD	196882	02/04/2019	02/04/2019	31.48
	OFFICE DEPOT	243744190001	OFFICE SUPPLIES - ASD	196882	02/04/2019	02/04/2019	56.23
							<b>87.71</b>
100-150-510.605	City-wide Staff De						
	ALTA LANGUAGE SERVICES	IS413984	BILINGUAL ASSESSMENT TES	196769	01/22/2019	01/21/2019	60.00
							<b>60.00</b>
100-150-510.800	Recruitment						
	DEPARTMENT OF JUSTICE	349665	FINGERPRINT APPLICANTS	196860	02/04/2019	02/04/2019	128.00
	JOBS AVAILABLE INC.	1903015	JOB POSTING-DIRECTOR PWI	196874	02/04/2019	02/04/2019	429.00
							<b>557.00</b>
100-150-540.200	Special Expense:						
	CITY OF LAWNDALE PETTY	01/15/2019	PETTY CASH REIMBURSEMEN	196813	01/17/2019	01/17/2019	77.05
	RODRIGUEZ/CYNTHIA//	12/13/2018	REIMB EXPENSE-HOLIDAY SU	196892	02/04/2019	02/04/2019	204.44
	RODRIGUEZ/CYNTHIA//	12/13/2018	REIMB EXPENSE-HOLIDAY SU	196892	02/04/2019	02/04/2019	17.31
	RODRIGUEZ/CYNTHIA//	12/13/2018	REIMB EXPENSE-HOLIDAY SU	196892	02/04/2019	02/04/2019	29.73
	RODRIGUEZ/CYNTHIA//	12/13/2018	REIMB EXPENSE-HOLIDAY SU	196892	02/04/2019	02/04/2019	16.41
	RODRIGUEZ/CYNTHIA//	12/13/2018	REIMB EXPENSE-HOLIDAY SU	196892	02/04/2019	02/04/2019	30.64
	RODRIGUEZ/CYNTHIA//	12/13/2018	REIMB EXPENSE-HOLIDAY SU	196892	02/04/2019	02/04/2019	63.50
	RODRIGUEZ/CYNTHIA//	12/13/2018	REIMB EXPENSE-HOLIDAY SU	196892	02/04/2019	02/04/2019	12.00
	RODRIGUEZ/CYNTHIA//	12/13/2018	REIMB EXPENSE-HOLIDAY SU	196892	02/04/2019	02/04/2019	42.71
	RODRIGUEZ/CYNTHIA//	12/13/2018	REIMB EXPENSE-HOLIDAY SU	196892	02/04/2019	02/04/2019	56.92
	RODRIGUEZ/CYNTHIA//	12/13/2018	REIMB EXPENSE-HOLIDAY SU	196892	02/04/2019	02/04/2019	25.30
	RODRIGUEZ/CYNTHIA//	12/13/2018	REIMB EXPENSE-HOLIDAY SU	196892	02/04/2019	02/04/2019	139.42

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	U.S. BANK///	4246044555755259	CREDIT ACCOUNT PAYMENT	196758	01/10/2019	01/10/2019	82.10
	U.S. BANK///	4246044555759426-2	CREDIT ACCOUNT PAYMENT	196759	01/10/2019	01/10/2019	195.96
	U.S. BANK///	4246044555759426-3	CREDIT ACCOUNT PAYMENT	196759	01/10/2019	01/10/2019	20.00
	U.S. BANK///	4246044555759426-4	CREDIT ACCOUNT PAYMENT	196759	01/10/2019	01/10/2019	17.09
	U.S. BANK///	4246044555759426-4	CREDIT ACCOUNT PAYMENT	196759	01/10/2019	01/10/2019	60.00
	U.S. BANK///	4246044555759426-5	CREDIT ACCOUNT PAYMENT	196759	01/10/2019	01/10/2019	267.12
	U.S. BANK///	4246044555725039-12/24/18	CREDIT ACCOUNT PAYMENT	196761	01/10/2019	01/10/2019	100.00
	U.S. BANK///	4246044555725047-A	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	-14.99
	U.S. BANK///	4246044555725047-A	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	4.37
	U.S. BANK///	4246044555725047-A	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	-36.79
	U.S. BANK///	4246044555725047-A	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	5.35
	U.S. BANK///	4246044555725047-A	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	19.99
	U.S. BANK///	4246044555725047-A	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	14.99
	U.S. BANK///	4246044555725047-A	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	29.99
	U.S. BANK///	4246044555725047-A	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	36.79
	U.S. BANK///	16-0445-5575-5267-12/24/18A	CREDIT ACCOUNT PAYMENT	196824	01/17/2019	01/17/2019	10.99
							<b>1,528.39</b>
							<b>Total Dept. Administrative Svcs: 2,233.10</b>
<b>Dept: 160 General Operations</b>							
100-160-510.100 Office Supplies							
	DRAWINGBOARD PRINTING	9154073	RECEIPT BOOKS (6)	196779	01/22/2019	01/21/2019	299.78
	FARMER BROTHERS CO.///	68673224	COFFEE SERVICE -JAN 2019	196862	02/04/2019	02/04/2019	142.35
	NEOPOST USA, INC	15605741	NEOPOST IN-6/7 INK CARTRIC	196791	01/22/2019	01/21/2019	153.30
							<b>595.43</b>
100-160-510.300 Postage							
	FEDEX	6-434-75746	SHIPPING CHARGES - 01/18/19	196863	02/04/2019	02/04/2019	57.75
	NEOFUNDS BY NEOPOST	050044080194966-DEC 2018	POSTAGE REFILL - DEC 2018	196819	01/17/2019	01/17/2019	1,394.14
							<b>1,451.89</b>

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100-160-515.100	Telecommunicati						
	AT & T	DEC 2018	LONG DISTANCE SVC	196736	01/10/2019	01/10/2019	14.11
	AT & T - CALNET3	000012475583	PHONE CHARGES - JAN 2019	196827	01/24/2019	01/24/2019	38.14
	AT & T - CALNET3	000012475603	PHONE CHARGES - JAN 2019	196828	01/24/2019	01/24/2019	1,530.47
	AT&T GLOBAL SERVICES, IN	SB108535	MAINTENANCE CONTRACT	196737	01/10/2019	01/10/2019	865.67
	AT&T GLOBAL SERVICES, IN	SB110645	MAINTENANCE CONTRACT S\	196853	02/04/2019	02/04/2019	865.67
	FRONTIER COMMUNICATIOI	310-371-8877-12/19/18	FAX PHONE CHARGES	196746	01/10/2019	01/10/2019	79.12
	FRONTIER COMMUNICATIOI	310-371-6930-12/28/18	PHONE CHARGES	196745	01/10/2019	01/10/2019	167.87
	TIME WARNER CABLE	3448300040033083-JAN 2019	PW-FIBER OPTICS COMM	196833	01/24/2019	01/24/2019	96.13
	TIME WARNER CABLE	3448300040004993-JAN 2019	CABLE BROADCAST-CITY HAL	196832	01/24/2019	01/24/2019	183.63
	TIME WARNER CABLE	8448300040234046-JAN 19	BCF FIBER METRO E/FIBER I-I	196831	01/24/2019	01/24/2019	2,131.90
	VERIZON WIRELESS	9821491914	M2M ACCOUNT SHARE DATA	196825	01/17/2019	01/17/2019	25.02
	VERIZON WIRELESS	9821545326	CELL PHONE SERVICES	196826	01/17/2019	01/17/2019	557.66
							<b>6,555.39</b>
100-160-515.300	Natural Gas						
	SOUTHERN CALIFORNIA GA	JAN 2019	UTILITIES - GAS	196752	01/10/2019	01/10/2019	18.50
	SOUTHERN CALIFORNIA GA	JAN 2019A	UTILITIES - GAS	196820	01/17/2019	01/17/2019	873.81
							<b>892.31</b>
100-160-515.400	Water						
	GOLDEN STATE WATER CO	DEC 2018B	UTILITIES - WATER	196747	01/10/2019	01/10/2019	364.11
	GOLDEN STATE WATER CO	JAN 2019	UTILITIES - WATER	196817	01/17/2019	01/17/2019	312.56
	SPARKLETTS	4457266010119	BOTTLE WATER SERVICE	196753	01/10/2019	01/10/2019	591.38
							<b>1,268.05</b>
100-160-520.500	Equipment Renta						
	RICOH USA INC	0926919237	PERIODIC PAYMENT - JAN 20	196750	01/19/2018	01/10/2019	2,128.08
	RICOH USA INC	5055494723	PERIODIC PAYMENT - DEC 20	196796	01/22/2019	01/21/2019	90.82
	RICOH USA INC	5055494164	PERIODIC PAYMENT - DEC 21	196796	01/22/2019	01/21/2019	115.99
	RICOH USA INC	9026996001	PERIODIC PAYMENT-COPIER	196891	02/04/2019	02/04/2019	2,128.08

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	SMARTHIRE///	45825	NEW HIRE BACKGROUND CHI	196798	01/22/2019	01/21/2019	159.00
							<b>4,621.97</b>
100-160-545.400	Interest Expense						
	U.S. BANK-GLOBAL CORPOI 62738-A/C#207877000		FACILITY LEASE#CIEDB-BC04	196757	01/10/2019	01/10/2019	8,758.88
							<b>8,758.88</b>
<b>Total Dept. General Operations:</b>							<b>24,143.92</b>

**Dept: 180 Information Systems**

100-180-520.510	Equipment Maint:						
	SHI	B09250921	LASERJET PRO M402N PRINTI	196797	01/22/2019	01/21/2019	189.33
	SHI	B09288415	COMPUTER EQUIPMENT/SUPI	196895	02/04/2019	02/04/2019	32.02
	SHI	B09288415	COMPUTER EQUIPMENT/SUPI	196895	02/04/2019	02/04/2019	-47.59
	SHI	B09288415	COMPUTER EQUIPMENT/SUPI	196895	02/04/2019	02/04/2019	47.59
	SHI	B09288415	COMPUTER EQUIPMENT/SUPI	196895	02/04/2019	02/04/2019	-47.59
	SHI	B09288415	COMPUTER EQUIPMENT/SUPI	196895	02/04/2019	02/04/2019	47.59
							<b>221.35</b>
100-180-530.100	Contract Service:						
	BERICOM IT & DESIGN	616	NTWK/COMPUTER SUPPORT-	196738	01/10/2019	01/10/2019	9,825.76
							<b>9,825.76</b>
100-180-540.200	Special Expense:						
	CITY OF LAWNSDALE PETTY	01/15/2019	PETTY CASH REIMBURSEMEN	196813	01/17/2019	01/17/2019	37.22
							<b>37.22</b>
100-180-550.400	Other Equipment						
	SHI	B09239845	LENOVO DESKTOP	196894	02/04/2019	02/04/2019	4,392.43
	SOUTHERN COMPUTER WA	IN-000534757	LOGITECH COMBO KEYBOAR	196900	02/04/2019	02/04/2019	37.48
	U.S. BANK///	4246044555725039-12/24/18	CREDIT ACCOUNT PAYMENT	196761	01/10/2019	01/10/2019	83.20
							<b>4,513.11</b>

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<b>Total Dept. Information Systems:</b>							<b>14,597.44</b>
<b>Dept: 190 Finance</b>							
100-190-510.100	Office Supplies						
	OFFICE DEPOT	229345672001	OFFICE SUPPLIES - FIN	196882	02/04/2019	02/04/2019	159.14
	OFFICE DEPOT	238367304001	OFFICE SUPPLIES - FIN	196882	02/04/2019	02/04/2019	41.50
	OFFICE DEPOT	246254952001	OFFICE SUPPLIES - FIN	196882	02/04/2019	02/04/2019	68.42
	OFFICE DEPOT	246269900001	OFFICE SUPPLIES - FIN	196882	02/04/2019	02/04/2019	29.55
	OFFICE DEPOT	249068188001	OFFICE SUPPLIES - FIN	196882	02/04/2019	02/04/2019	849.40
							<b>1,148.01</b>
100-190-530.100	Contract Services						
	DUNBAR ARMORED INC	4334786	ARMORED SVCS-JAN 2019	196816	01/17/2019	01/17/2019	155.62
							<b>155.62</b>
<b>Total Dept. Finance:</b>							<b>1,303.63</b>
<b>Dept: 210 Police Services</b>							
100-210-520.510	Equipment Maint						
	BELLAGIO CAR WASH	OCT 2018	VEHICLE WASH/MAINTENANC	196810	01/17/2019	01/17/2019	55.00
	BELLAGIO CAR WASH	NOV 2018	VEHICLE WASH/MAINTENANC	196809	01/17/2019	01/17/2019	45.00
	BELLAGIO CAR WASH	DEC 2018	VEHICLE WASH/MAINTENANC	196808	01/17/2019	01/17/2019	5.00
							<b>105.00</b>
100-210-525.200	Liability Insurance						
	LOS ANGELES COUNTY	191733CY	PUBLIC SAFETY SVC - NOV 20	196785	01/22/2019	01/21/2019	38,896.21
							<b>38,896.21</b>
100-210-530.700	County Sheriff Se						
	LOS ANGELES COUNTY	191733CY	PUBLIC SAFETY SVC - NOV 20	196785	01/22/2019	01/21/2019	390,095.34
							<b>390,095.34</b>
<b>Total Dept. Police Services:</b>							<b>429,096.55</b>

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<b>Dept: 300 Municipal Services</b>							
100-300-510.100 Office Supplies							
	CITY OF LAWDALE PETTY	01/15/2019	PETTY CASH REIMBURSEMEN	196813	01/17/2019	01/17/2019	105.95
	OFFICE DEPOT	222587505001	OFFICE SUPPLIES - MSD	196882	02/04/2019	02/04/2019	24.85
	OFFICE DEPOT	224978941001	OFFICE SUPPLIES - MSD	196882	02/04/2019	02/04/2019	4.37
	OFFICE DEPOT	243121511001	OFFICE SUPPLIES - MSD	196882	02/04/2019	02/04/2019	316.46
	OFFICE DEPOT	243121511002	OFFICE SUPPLIES - MSD	196882	02/04/2019	02/04/2019	8.76
							<b>460.39</b>
100-300-510.500 Uniforms							
	L.A. UNIFORMS & TAILORING	1097	UNIFORMS/ACCESSORIES-MS	196877	02/04/2019	02/04/2019	169.45
	L.A. UNIFORMS & TAILORING	818	UNIFORMS/ACCESSORIES-MS	196877	02/04/2019	02/04/2019	87.55
	L.A. UNIFORMS & TAILORING	817	UNIFORMS/ACCESSORIES-MS	196877	02/04/2019	02/04/2019	142.30
	L.A. UNIFORMS & TAILORING	716	UNIFORMS/ACCESSORIES-MS	196877	02/04/2019	02/04/2019	71.12
	L.A. UNIFORMS & TAILORING	690	UNIFORMS/ACCESSORIES-MS	196877	02/04/2019	02/04/2019	218.84
	L.A. UNIFORMS & TAILORING	691	UNIFORMS/ACCESSORIES-MS	196877	02/04/2019	02/04/2019	142.30
							<b>831.56</b>
100-300-510.610 Memberships/Du							
	CALIFORNIA ASSOCIATION	300008591-MICHAEL REYES	2018 CACEO MEMBERSHIP DL	196854	02/04/2019	02/04/2019	95.00
	CALIFORNIA ASSOCIATION	300008650-JAMIE RODRIGUEZ	2018 CACEO MEMBERSHIP DL	196854	02/04/2019	02/04/2019	95.00
	CALIFORNIA ASSOCIATION	300008632-GREG WILLIAMS	2018 CACEO MEMBERSHIP DL	196854	02/04/2019	02/04/2019	95.00
							<b>285.00</b>
100-300-520.600 Vehicle Maintena							
	BELLAGIO CAR WASH	OCT 2018	VEHICLE WASH/MAINTENANC	196810	01/17/2019	01/17/2019	30.00
	BELLAGIO CAR WASH	NOV 2018	VEHICLE WASH/MAINTENANC	196809	01/17/2019	01/17/2019	20.00
	BELLAGIO CAR WASH	DEC 2018	VEHICLE WASH/MAINTENANC	196808	01/17/2019	01/17/2019	15.00
	PACIFIC TIRE SERVICE	109387	REPAIR FLAT TIRE-MSD	196885	02/04/2019	02/04/2019	10.00
	PACIFIC TIRE SERVICE	109369	REPAIR FLAT TIRE - MSD	196885	02/04/2019	02/04/2019	10.00
	SOUTH BAY FORD LINCOLN	FXCS923049	REPAIR FLAT TIRE/FAST LUBE	196897	02/04/2019	02/04/2019	69.29

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							<b>154.29</b>
100-300-520.610	Vehicle Fuel						
	U.S. BANK VOYAGER FLEET	65932-2446-12/24/18-MSD	VEHICLE FUEL	196823	01/17/2019	01/17/2019	758.08
							<b>758.08</b>
100-300-530.100	Contract Services:						
	DEPT OF ANIMAL CARE & C	10/15/2018	ANIMAL CONTROL SVCS-SEP	196815	01/17/2019	01/17/2019	446.92
	DEPT OF ANIMAL CARE & C	09/15/2018	ANIMAL CONTROL SVCS-AUG	196814	01/17/2019	01/17/2019	204.47
	SPCA LA	2018-1231	ANIMAL SHELTERING SERVIC	196901	02/04/2019	02/04/2019	5,800.00
							<b>6,451.39</b>
							<b>Total Dept. Municipal Services: 8,940.71</b>
<b>Dept: 310 Public Works Admin.</b>							
100-310-510.100	Office Supplies						
	OFFICE DEPOT	239648094001	OFFICE SUPPLIES - PWD	196882	02/04/2019	02/04/2019	44.17
	OFFICE DEPOT	243033381001	OFFICE SUPPLIES - PWD	196882	02/04/2019	02/04/2019	314.89
	OFFICE DEPOT	237262367001	OFFICE SUPPLIES - PWD	196882	02/04/2019	02/04/2019	25.39
	OFFICE DEPOT	239672969001	OFFICE SUPPLIES - PWD	196882	02/04/2019	02/04/2019	28.55
	OFFICE DEPOT	251234140001	OFFICE SUPPLIES - PWD	196882	02/04/2019	02/04/2019	24.63
							<b>437.63</b>
100-310-510.620	Travel/Meetings						
	CITY OF LAWDALE PETTY	01/15/2019	PETTY CASH REIMBURSEMEN	196813	01/17/2019	01/17/2019	93.00
							<b>93.00</b>
100-310-530.200	Professional Sen						
	H F & H CONSULTANTS, LLC	9716064	PROFESSIONAL SERVICES-DI	196867	02/04/2019	02/04/2019	7,039.19
	HILTON FARNKOPF & HOBS	9716056	SOLID WASTE MGMT CONSUL	196870	02/04/2019	02/04/2019	5,629.70
							<b>12,668.89</b>
100-310-540.200	Special Expense:						



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	STATE WATER RESOURCES	WD-0139034	ANNL SANITATION DISCHARG	196800	01/22/2019	01/21/2019	2,286.00
	STATE WATER RESOURCES	SW-159755	ANNUAL FEE SANITARY SEWI	196801	01/22/2019	01/21/2019	14,230.00
							<b>16,516.00</b>
<b>Total Dept. Public Works Admin.:</b>							<b>29,715.52</b>

**Dept: 320 Grounds Maintenance**

100-320-510.500 Uniforms

PRUDENTIAL OVERALL SUP	42366062	UNIFORM CLEANING - PWD	196795	01/22/2019	01/21/2019	37.06	
PRUDENTIAL OVERALL SUP	42371806	UNIFORMS-PWD MAINTENAN	196887	02/04/2019	02/04/2019	37.06	
PRUDENTIAL OVERALL SUP	42369753	UNIFORMS-PWD MAINTENAN	196889	02/04/2019	02/04/2019	37.06	
PRUDENTIAL OVERALL SUP	42367703	UNIFORMS/ACCESSORIES-PV	196887	02/04/2019	02/04/2019	37.06	
							<b>148.24</b>

100-320-515.300 Natural Gas

SOUTHERN CALIFORNIA GA	JAN 2019	UTILITIES - GAS	196752	01/10/2019	01/10/2019	96.03	
SOUTHERN CALIFORNIA GA	678-693-9236-9-JAN 2019	UTILITIES-NATURAL VEHICLE	196821	01/17/2019	01/17/2019	39.48	
SOUTHERN CALIFORNIA GA	JAN 2019A	UTILITIES - GAS	196820	01/17/2019	01/17/2019	1,602.27	
							<b>1,737.78</b>

100-320-515.400 Water

GOLDEN STATE WATER CO	DEC 2018B	UTILITIES - WATER	196747	01/10/2019	01/10/2019	135.91	
GOLDEN STATE WATER CO	JAN 2019	UTILITIES - WATER	196817	01/17/2019	01/17/2019	934.23	
GOLDEN STATE WATER CO	JAN 2019	UTILITIES - WATER	196817	01/17/2019	01/17/2019	6,613.10	
GOLDEN STATE WATER CO	JAN 2019A	UTILITIES - WATER	196829	01/24/2019	01/24/2019	855.47	
							<b>8,538.71</b>

100-320-520.100 Maintenance Sup

EMPIRE CLEANING SUPPLIE	1087521	MAINTENANCE/CLEANING SU	196861	02/04/2019	02/04/2019	897.09
PRUDENTIAL OVERALL SUP	42360625	SUPPLIES - MONTHLY CHARC	196795	01/22/2019	01/21/2019	9.00
PRUDENTIAL OVERALL SUP	42366061	JANITORIAL SUPPLIES	196888	02/04/2019	02/04/2019	9.00
SUPERCO SPECIALTY PROI	PS1270165	GRAFFITI SUPPLIES	196903	02/04/2019	02/04/2019	903.20

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	THE SAFEMART OF SO CAL	91087	KEY / LOCK SUPPLIES	196904	02/04/2019	02/04/2019	16.93
	U.S. BANK///	3-0445-5572-5013-12/24/2018	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	339.08
	U.S. BANK///	3-0445-5572-5013-12/24/2018	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	27.58
	U.S. BANK///	3-0445-5572-5013-12/24/2018	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	66.68
	U.S. BANK///	3-0445-5572-5013-12/24/2018	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	169.30
	U.S. BANK///	3-0445-5572-5013-12/24/2018	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	174.39
	U.S. BANK///	3-0445-5572-5013-12/24/2018	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	22.02
	U.S. BANK///	3-0445-5572-5013-12/24/2018	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	36.59
	U.S. BANK///	3-0445-5572-5013-12/24/2018	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	74.97
	VISTA PAINT	2018-618670-00	PAINT SUPPLIES - MSD	196806	01/22/2019	01/21/2018	37.74
	VISTA PAINT	2018-611219-00	PAINT - MSD OFFICE	196806	01/22/2019	01/21/2019	224.56
	VISTA PAINT	2019-655528-00	PAINT/SUPPLIES - MSD	196908	02/04/2019	02/04/2019	53.63
	VISTA PAINT	2019-649347-00	PAINT/SUPPLIES - MSD	196908	02/04/2019	02/04/2019	133.96
							<b>3,195.72</b>
100-320-520.120	Building Equipme						
	SOUTH COAST MECHANICA	49905	AIR HANDLER CHECK-MSD	196899	02/04/2019	02/04/2019	639.43
							<b>639.43</b>
100-320-520.200	Small Tools						
	GENERAL INDUSTRIAL TOO	1164962-01	TOOLS / SUPPLIES	196865	02/04/2019	02/04/2019	138.57
							<b>138.57</b>
100-320-520.300	Grounds Mainten						
	CAPITAL OF SOUTH BAY INC	406732	ELECTRICAL / LIGHTING SUPP	196773	01/22/2019	01/21/2019	63.79
	CAPITAL OF SOUTH BAY INC	406843	LIGHTING SUPPLIES - CSD	196855	02/04/2019	02/04/2019	33.47
	CARPETS BY MONTE, INC	111318	CARPET INSTALLATION-PWD	196774	01/22/2019	01/21/2019	989.00
	COUNTY OF LOS ANGELES AR0243552-2018/2019		NOTICE FEE - BACKFLOW TEST	196778	01/22/2019	01/21/2019	37.00
	COUNTY OF LOS ANGELES AR0264186-2018/2019		NOTICE FEE - BACKFLOW TEST	196778	01/22/2019	01/21/2019	37.00
	COUNTY OF LOS ANGELES AR0264187-2018/2019		NOTICE FEE - BACKFLOW TEST	196778	01/22/2019	01/21/2019	37.00
	EWING IRRIGATION PRODU	6619909	LANDSCAPE SUPPLIES-ANDE	196780	01/22/2019	01/21/2019	9.33

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	GREENLAND SUPPLY INC.//	232468	COUPLING/PLUMBING SUPPLI	196782	01/22/2019	01/21/2019	85.61
							<b>1,292.20</b>
100-320-520.310	Plants & Material						
	U.S. BANK//	I6-0445-5572-5013-12/24/18A	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	76.95
	U.S. BANK//	I6-0445-5572-5013-12/24/18A	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	24.81
							<b>101.76</b>
100-320-520.500	Equipment Rents						
	VERIZON WIRELESS	9821545326	CELL PHONE SERVICES	196826	01/17/2019	01/17/2019	38.01
							<b>38.01</b>
100-320-520.510	Equipment Maint						
	JCB OF SOUTHERN CALIFORNI	PSV481370	MAINTENANCE SVCS - PWD	196784	01/22/2019	01/21/2019	1,335.90
	STEAMX, LLC - SIGNAL HILL	50948	HOSE- PRESSURE WASHER	196902	02/04/2019	02/04/2019	205.42
							<b>1,541.32</b>
100-320-520.600	Vehicle Maintena						
	PACIFIC TIRE SERVICE	108995	REPAIR TIRE - PWD	196792	01/22/2019	01/21/2019	50.00
	PEP BOYS	9692157871	VEHICLE MAINTENANCE SUPP	196793	01/22/2019	01/21/2019	32.96
	POWERSTRIDE BATTERY	H412478	BATTERY REPLACEMENT-PW	196886	02/04/2019	02/04/2019	99.55
							<b>182.51</b>
100-320-530.100	Contract Service:						
	AM-TEC SECURITY	59874	SECURITY ALARM / MONITOR	196770	01/22/2019	01/21/2019	924.00
	SOUTH BAY LANDSCAPING	18634	LANDSCAPING SERVICES	196898	02/04/2019	02/04/2019	11,168.00
							<b>12,092.00</b>
100-320-540.200	Special Expense:						
	AMERICAN STRUCTURAL PE	50277	PEST CONTROL SVC-QTRLY	196850	02/04/2019	02/04/2019	379.00
	AMERICAN STRUCTURAL PE	50695	PEST CONTROL SVC-CITY HA	196852	02/04/2019	02/04/2019	45.00
	U.S. BANK//	I6-0445-5572-5013-12/24/18A	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	162.49
							<b>586.49</b>

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<b>Total Dept. Grounds Maintenance:</b>							<b>30,232.74</b>
<b>Dept: 330 Street Maintenance</b>							
100-330-520.320	Landscape Maint						
	SOUTH BAY LANDSCAPING	18634	LANDSCAPING SERVICES	196898	02/04/2019	02/04/2019	7,667.00
							<b>7,667.00</b>
100-330-530.100	Contract Service:						
	UNDERGROUND SERVICE A	1220180394	(29) DIG ALERT TICKETS	196804	01/22/2019	01/21/2019	57.85
							<b>57.85</b>
100-330-540.200	Special Expense:						
	U.S. BANK///	3-0445-5572-5013-12/24/2018	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	16.74
							<b>16.74</b>
<b>Total Dept. Street Maintenance:</b>							<b>7,741.59</b>
<b>Dept: 340 Engineering</b>							
100-340-510.100	Office Supplies						
	OFFICE DEPOT	251232937001	OFFICE SUPPLIES - PWD	196882	02/04/2019	02/04/2019	22.66
	U.S. BANK///	16-0445-5572-5013-12/24/18A	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	6.05
							<b>28.71</b>
100-340-510.200	Reprographics						
	U.S. BANK///	16-0445-5572-5013-12/24/18A	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	37.26
	U.S. BANK///	16-0445-5572-5013-12/24/18A	CREDIT ACCOUNT PAYMENT	196836	01/24/2019	01/24/2019	299.98
							<b>337.24</b>
100-340-530.200	Professional Sen						
	INFRASTRUCTURE ENGINEI	23667	TEMPORARY STAFF-ASSIST. I	196783	01/22/2019	01/21/2019	4,750.00
	INFRASTRUCTURE ENGINEI	23700R	STAFF AUGMENTATION SVCS	196872	02/04/2018	02/04/2018	6,317.50
							<b>11,067.50</b>
<b>Total Dept. Engineering:</b>							<b>11,433.45</b>

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<b>Dept: 410 Planning/Building Adm</b>							
<b>100-410-501.200 Salaries - Electec</b>							
	CUEVAS/SIRLEY//	01/09/2019	PLANNING COMMISSION STIP	196859	02/04/2019	02/04/2019	50.00
	CUEVAS/SIRLEY//	01/23/2019	PLANNING COMMISSION STIP	196859	02/04/2019	02/04/2019	50.00
	MARTINEZ/JOHN//	01/09/2019	PLANNING COMMISSION STIP	196879	02/04/2019	02/04/2019	50.00
	MARTINEZ/JOHN//	01/23/2019	PLANNING COMMISSION STIP	196879	02/04/2019	02/04/2019	50.00
	MOLLER/UFFE//	01/09/2019	PLANNING COMMISSION STIP	196880	02/04/2019	02/04/2019	50.00
	MOLLER/UFFE//	01/23/2019	PLANNING COMMISSION STIP	196880	02/04/2019	02/04/2019	50.00
	SMITH/SCOTT//	01/09/2018	PLANNING COMMISSION STIP	196896	02/04/2019	02/04/2019	50.00
	SMITH/SCOTT//	01/23/219	PLANNING COMMISSION STIP	196896	02/04/2019	02/04/2019	50.00
							<b>400.00</b>
<b>100-410-510.100 Office Supplies</b>							
	OFFICE DEPOT	242461671001	OFFICE SUPPLIES - CDD	196882	02/04/2019	02/04/2019	88.67
	OFFICE DEPOT	248582452001	OFFICE SUPPLIES - CDD	196882	02/04/2019	02/04/2019	12.80
	OFFICE DEPOT	248584370001	OFFICE SUPPLIES - CDD	196882	02/04/2019	02/04/2019	184.75
	U.S. BANK///	246-0445-5565-0484-12/24/18	CREDIT ACCOUNT PAYMENT	196835	01/24/2019	01/24/2019	365.37
	U.S. BANK///	246-0445-5565-0484-12/24/18	CREDIT ACCOUNT PAYMENT	196835	01/24/2019	01/24/2019	65.70
							<b>717.29</b>
<b>100-410-530.200 Professional Sen</b>							
	SOUTH BAY CENTER FOR D	12312018	DISPUTE RESOLUTION SERVI	196799	01/22/2019	01/21/2019	1,761.00
							<b>1,761.00</b>
<b>100-410-530.500 Legal Ads</b>							
	L.A. NEWSPAPER GROUP	011214856-5007749-CDD	DB 12-45-LEGAL ADV-12/20/18	196875	02/04/2019	02/04/2019	169.95
							<b>169.95</b>
<b>100-410-530.600 Building Safety S</b>							
	COUNTY OF LA DEPT OF PL	IN190000363A	BUILDING INSPECTION SVCS-	196741	01/10/2019	01/10/2019	20,588.14
							<b>20,588.14</b>

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<b>Total Dept. Planning/Building Admin:</b>							<b>23,636.38</b>
<b>Dept: 510 Community Services Pl</b>							
100-510-510.100 Office Supplies							
	OFFICE DEPOT	243208401001	OFFICE SUPPLIES - CSD	196882	02/04/2019	02/04/2019	309.78
	OFFICE DEPOT	243215149001	OFFICE SUPPLIES - CSD	196882	02/04/2019	02/04/2019	2.63
	OFFICE DEPOT	243215148001	OFFICE SUPPLIES - CSD	196882	02/04/2019	02/04/2019	248.30
	OFFICE DEPOT	248324759001	OFFICE SUPPLIES - CSD	196882	02/04/2019	02/04/2019	60.60
	OFFICE DEPOT	249012269001	OFFICE SUPPLIES - CSD	196882	02/04/2019	02/04/2019	22.82
	U.S. BANK///	4246044555725047-D	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	13.38
	U.S. BANK///	4246044555725047-D	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	3.68
	U.S. BANK///	4246044555725047-D	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	11.53
							<b>672.72</b>
100-510-515.300 Natural Gas							
	SOUTHERN CALIFORNIA GA	JAN 2019	UTILITIES - GAS	196752	01/10/2019	01/10/2019	18.37
							<b>18.37</b>
100-510-515.400 Water							
	GOLDEN STATE WATER CO	DEC 2018B	UTILITIES - WATER	196747	01/10/2019	01/10/2019	67.44
	GOLDEN STATE WATER CO	JAN 2019	UTILITIES - WATER	196817	01/17/2019	01/17/2019	248.80
	GOLDEN STATE WATER CO	JAN 2019A	UTILITIES - WATER	196829	01/24/2019	01/24/2019	139.57
							<b>455.81</b>
100-510-530.100 Contract Services							
	ALL CITY MANAGEMENT SE	58331	SCHOOL CROSSING GUARD S	196768	01/22/2019	01/21/2019	6,311.20
	ALL CITY MANAGEMENT SE	58547	SCHOOL CROSSING GUARD S	196847	02/04/2019	02/04/2019	3,220.00
	AMERICAN STRUCTURAL PI	50696	PEST CONTROL SVC-CSD	196851	02/04/2019	02/04/2019	125.00
	A-THRONE CO., INC	559323	PORTABLE RESTROOM-MCKE	196766	01/22/2019	01/21/2019	88.95
	AVERBUKH/SVETLANA//	LN0014	INSTRUCTOR FEE-SR. ZUMBA	196772	01/22/2019	01/21/2019	390.00
	BROOME/CHRISTINA//	DEC 2018	INSTRUCTOR FEE - SR YOGA	196739	01/10/2019	01/10/2019	195.00
	BROOME/CHRISTINA//	JAN 2019	INSTRUCTOR FEE-SR YOGA C	196811	01/17/2019	01/17/2019	260.00

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	LEGACY TRAVEL & TOURS//	B0479	SENIOR TRAVEL CLUB TRIPS	196748	01/10/2019	01/10/2019	1,020.00
	LEGACY TRAVEL & TOURS//	B0482	SENIOR TRAVEL CLUB TRIPS	196748	01/10/2019	01/10/2019	714.00
	NATALE/LAYNE//	12-2018	INSTRUCTOR FEE-SR. FITNES	196735	01/10/2019	01/08/2019	520.00
	SALDANA/MARC//	DEC 2018	INSTRUCTOR FEE - SR TAI CH	196751	01/10/2019	01/10/2019	195.00
	TRAVELTECH ENTERPRISE:	121918	BALANCE DUE-TASTE OF LA	196834	01/24/2019	01/24/2019	1,020.00
							<b>14,059.15</b>
100-510-540.100 Community Even							
	ALLIANT INSURANCE SERVI	011019	SPECIAL EVENT INSURANCE-	196807	01/17/2019	01/17/2019	2,072.00
	CITY OF LAWNSDALE PETTY	01/15/2019	PETTY CASH REIMBURSEMEN	196813	01/17/2019	01/17/2019	16.40
	U.S. BANK///	4246044555725047-C	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	534.33
	U.S. BANK///	246-0445-5575-5267-12/24/18	CREDIT ACCOUNT PAYMENT	196824	01/17/2019	01/17/2019	11.54
							<b>2,634.27</b>
100-510-540.120 Recreation Activi							
	AMERICAN SOCCER CO., IN	1508519-SA	2019 WINTER BASKETBALL UI	196771	01/22/2019	01/21/2019	4,310.79
	AMERICAN SOCCER CO., IN	1509992-SA	2019 WINTER BASKETBALL UI	196771	01/22/2019	01/21/2019	51.72
	AMERICAN SOCCER CO., IN	1511814-SA	UNIFORMS-WINTER BASKETE	196849	02/04/2019	02/04/2019	138.96
	AMERICAN SOCCER CO., IN	1511185-SA	2019 WINTER BASKETBALL UI	196849	02/04/2019	02/04/2019	24.78
	AMERICAN SOCCER CO., IN	1511552-SA	2019 WINTER BASKETBALL UI	196849	02/04/2019	02/04/2019	24.78
	U.S. BANK///	16-0445-5575-5267-12/24/18B	CREDIT ACCOUNT PAYMENT	196824	01/17/2019	01/17/2019	16.85
	U.S. BANK///	16-0445-5575-5267-12/24/18B	CREDIT ACCOUNT PAYMENT	196824	01/17/2019	01/17/2019	17.15
	U.S. BANK///	16-0445-5575-5267-12/24/18B	CREDIT ACCOUNT PAYMENT	196824	01/17/2019	01/17/2019	7.69
							<b>4,592.72</b>
100-510-540.200 Special Expense:							
	CITY OF LAWNSDALE PETTY	01/15/2019	PETTY CASH REIMBURSEMEN	196813	01/17/2019	01/17/2019	183.43
	THE SAFEMART OF SO CAL	91103	INSTALL (2) LEVER LOCKS-CS	196822	01/17/2019	01/17/2019	35.91
	THE SAFEMART OF SO CAL	91103	INSTALL (2) LEVER LOCKS-CS	196822	01/17/2019	01/17/2019	225.00
	THE SAFEMART OF SO CAL	91103	INSTALL (2) LEVER LOCKS-CS	196822	01/17/2019	01/17/2019	50.00
	THE SAFEMART OF SO CAL	91103	INSTALL (2) LEVER LOCKS-CS	196822	01/17/2019	01/17/2019	378.00

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							<b>872.34</b>
100-510-540.410	Senior Activities						
	CITY OF GARDENA	1018-OCT 2018	SENIOR CASE MANAGEMENT	196857	02/04/2019	02/04/2019	320.00
	CITY OF GARDENA	1118-NOV 2018	SENIOR CASE MANAGEMENT	196857	02/04/2019	02/04/2019	320.00
	CITY OF GARDENA	1218-DEC 2018	SENIOR CASE MANAGEMENT	196857	02/04/2019	02/04/2019	320.00
	CITY OF LAWNSDALE PETTY	01/15/2019	PETTY CASH REIMBURSEMEN	196813	01/17/2019	01/17/2019	27.00
	THE SALVATION ARMY///	2838	MEALS ON WHEELS-SENIORS	196802	01/22/2019	01/21/2019	73.00
	THE SALVATION ARMY///	2915	(53) MEALS ON WHEELS	196905	02/04/2019	02/04/2019	53.00
	U.S. BANK///	4246044555725047-B	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	12.05
	U.S. BANK///	4246044555725047-B	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	360.85
	U.S. BANK///	4246044555725047-B	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	87.76
	U.S. BANK///	4246044555725047-B	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	150.62
	U.S. BANK///	4246044555725047-B	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	67.72
	U.S. BANK///	4246044555725047-B	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	61.40
	U.S. BANK///	4246044555725047-B	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	16.93
	U.S. BANK///	4246044555725047-B	CREDIT ACCOUNT PAYMENT	196760	01/10/2019	01/10/2019	60.00
	ULRICH/CLARENCE A.//	LDC-0007-02/13/2019	ENTERTAINER - SENIOR LUNC	196906	02/04/2019	02/04/2019	300.00
							<b>2,230.33</b>
<b>Dept. Community Services Programs:</b>							<b>25,535.71</b>
<b>Total Fund General Fund:</b>							<b>646,726.87</b>

**Fund: 201 Gas Tax Fund**

**Dept: 330 Street Maintenance**

201-330-520.400 Street Mainten

	MYERS & SONS HI WAY SAF	82805	STREET SIGNS SUPPLIES	196788	01/22/2019	01/21/2019	913.65
	NATIONAL TRENCH SAFETY	0746789	PERMA PATCH-COLD MIX-PO1	196790	01/22/2019	01/21/2019	903.37
	RESOURCE RECYCLING & F	1159246	REIMBURSE-USED OIL GRAN1	196890	02/04/2019	02/04/2019	2,413.97



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	VISTA PAINT	2018-611298-00	GRAFFITI SUPPLIES - PWD	196806	01/22/2019	01/21/2019	115.18
	VISTA PAINT	2018-613566-00	GRAFFITI / TRAFFIC / SUPPLIE	196806	01/22/2019	01/21/2019	77.77
	VISTA PAINT	2019-629483-00	GRAFFITI / TRAFFIC / SUPPLIE	196806	01/22/2019	01/21/2019	108.26
	VISTA PAINT	2018-622337-00	GRAFFITI / TRAFFIC / SUPPLIE	196806	01/22/2019	01/21/2019	23.45
	VISTA PAINT	2019-652173-00	GRAFFITI SUPPLIES	196908	02/04/2019	02/04/2019	43.34
							<b>4,598.99</b>
<hr/>							
201-330-520.610	Vehicle Fuel						
	U.S. BANK VOYAGER FLEET	86932-2446--12/24/18	VEHICLE FUEL - PWD	196755	01/10/2019	01/10/2019	1,431.40
							<b>1,431.40</b>
<hr/>							
201-330-530.100	Contract Service:						
	COUNTY OF LA DEPT OF PL	PW-18121002858	TRAFFIC SIGNAL MAINTENAN	196777	01/22/2019	01/21/2019	6,002.43
	COUNTY OF LA DEPT OF PL	PW-18121002858	TRAFFIC SIGNAL MAINTENAN	196777	01/22/2019	01/21/2019	1,800.72
	COUNTY OF LA DEPT OF PL	PW-19010703079	INDUSTRIAL WASTE SVCS	196858	02/04/2019	02/04/2019	314.32
							<b>8,117.47</b>
							<b>Total Dept. Street Maintenance: 14,147.86</b>
							<b>Total Fund Gas Tax Fund: 14,147.86</b>
<hr/>							
<b>Fund: 206 Prop A - Local Transit</b>							
<b>Dept: 510 Community Services Pr</b>							
206-510-520.610	Vehicle Fuel						
	U.S. BANK VOYAGER FLEET	86932-2446-12/24/2018	VEHICLE FUEL - CSD	196755	01/10/2019	01/10/2019	447.61
							<b>447.61</b>
							<b>Dept. Community Services Programs: 447.61</b>
							<b>A - Local Transit Program: 447.61</b>
<hr/>							
<b>Fund: 207 Prop C - Local Transit</b>							
<b>Dept: 310 Public Works Admin.</b>							
207-310-530.200	Professional Sen						

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	FARHADI AND ASSOCIATES	18-105	INTERIM ENGRG ASSISTANT	196781	01/22/2019	01/21/2019	6,552.00
							6,552.00
<b>Total Dept. Public Works Admin.:</b>							<b>6,552.00</b>
<b>p C - Local Transit Assist:</b>							<b>6,552.00</b>

**Fund: 211 State COPS Grant**

**Dept: 210 Police Services**

211-210-525.200	Liability Insurance						
	LOS ANGELES COUNTY	191733CY	PUBLIC SAFETY SVC - NOV 20	196785	01/22/2019	01/21/2019	945.00
							945.00
211-210-530.700	County Sheriff Se						
	LOS ANGELES COUNTY	191733CY	PUBLIC SAFETY SVC - NOV 20	196785	01/22/2019	01/21/2019	9,000.00
							9,000.00
<b>Total Dept. Police Services:</b>							<b>9,945.00</b>
<b>Total Fund State COPS Grant:</b>							<b>9,945.00</b>

**Fund: 214 Community Developm**

**Dept: 423 CDBG-Senior Activities**

214-423-530.200	Professional Sen						
	MICHAEL BAKER INTL, INC//	1036672B	PROFESSIONAL SERVICES-CI	196787	01/22/2019	01/21/2019	535.00
							535.00
<b>Total Dept. CDBG-Senior Activities:</b>							<b>535.00</b>

**Dept: 438 Grevillea Ave Resurfac**

214-438-530.200	Professional Sen						
	MICHAEL BAKER INTL, INC//	1036672A	PROFESSIONAL SERVICES-CI	196787	01/22/2019	01/21/2019	1,492.50
							1,492.50
<b>Total Dept. Grevillea Ave Resurfacing:</b>							<b>1,492.50</b>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
<b>ity Development Block Gr:</b>							<b>2,027.50</b>

**Fund: 215 Restricted Urban Deve**

**Dept: 310 Public Works Admin.**

215-310-530.200 Professional Sen

CASC ENGINEERING & CON	40152	NPDES PERMIT COMPLIANCE	196775	01/22/2019	01/21/2019	580.00
<b>580.00</b>						

**Total Dept. Public Works Admin.: 580.00**

**icted Urban Development: 580.00**

**Fund: 218 Hawthorne Blvd. Maint**

**Dept: 330 Street Maintenance**

218-330-515.400 Water

GOLDEN STATE WATER CO	DEC 2018B	UTILITIES - WATER	196747	01/10/2019	01/10/2019	8,724.98
GOLDEN STATE WATER CO	JAN 2019	UTILITIES - WATER	196817	01/17/2019	01/17/2019	7,588.58
<b>16,313.56</b>						

**Total Dept. Street Maintenance: 16,313.56**

**Hawthorne Blvd. Maint. Fund: 16,313.56**

**Fund: 304 Succ Agency Projects**

**Dept: 120 City Attorney**

304-120-530.320 Legal - Litigation

ALESHIRE & WYNDER, LLP	49513	LEGAL SVC-AGENCY-DEC 18	196838	02/04/2019	02/04/2019	933.00
<b>933.00</b>						

**Total Dept. City Attorney: 933.00**

**Dept: 610 Redevelopment**

304-610-530.200 Professional Sen

NAGASAKI & ASSOCIATES	18-1194	APPRAISAL REPORT--SWC	196789	01/22/2019	01/21/2019	500.00
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							500.00
							500.00
							1,433.00

Fund: 305 SuccAgency Debt Serv

Dept: 610 Redevelopment

305-610-545.400 Interest Expense

U.S. BANK-GLOBAL CORPOI	A/C#207877000	DEBT SERV#CIEDB-02029	196756	01/10/2019	01/10/2019	21,462.93
WELLS FARGO BANK	1626078	ADMIN FEES - 2009 TABS	196763	01/10/2018	01/10/2019	2,500.00
WF CTS DEBT SERVICES	ES/AACCT#LAWNDALE09TA	DEBT SERVICE PAYMENT	196764	01/10/2019	01/10/2019	497,457.11
						521,420.04

Total Dept. Redevelopment: 521,420.04

SuccAgency Debt Service: 521,420.04

Fund: 307 2009 TABS

Dept: 610 Redevelopment

307-610-700.149 Pavement/Curb/C

INFRASTRUCTURE ENGINEI	23712	COMPLIANCE REVIEW SVC	196871	02/04/2019	02/04/2019	4,650.00
						4,650.00

307-610-700.221 Closure of Mobile

OVERLAND, PACIFIC & CUTI	1812186	RELOCATION ASSIST/PROJEC	196884	02/04/2019	02/04/2019	718.75
OVERLAND, PACIFIC & CUTI	1812187	RELOCATION ASSIST/PROPEI	196884	02/04/2019	02/04/2019	1,327.50
						2,046.25

Total Dept. Redevelopment: 6,696.25

Total Fund 2009 TABS: 6,696.25

Fund: 501 Deposit/Donations

Dept: 000

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501-000-200.303	Travel Club						
	LEGACY TRAVEL & TOURS//	2595	DEPOSIT - SR TRAVEL	196748	01/10/2019	01/10/2019	500.00
	LEGACY TRAVEL & TOURS//	2591	DEPOSIT - SR TRAVEL	196748	01/10/2019	01/10/2019	500.00
	LEGACY TRAVEL & TOURS//	2594	DEPOSIT - SR TRAVEL	196748	01/10/2019	01/10/2019	400.00
	LEGACY TRAVEL & TOURS//	2592	DEPOSIT - SR TRAVEL	196748	01/10/2019	01/10/2019	1,500.00
	LEGACY TRAVEL & TOURS//	B0479	SENIOR TRAVEL CLUB TRIPS	196748	01/10/2019	01/10/2019	3,075.00
	LEGACY TRAVEL & TOURS//	B0482	SENIOR TRAVEL CLUB TRIPS	196748	01/10/2019	01/10/2019	4,354.00
	LEGACY TRAVEL & TOURS//	02597	ROCKING THE KEYS DEPOSIT-SR TRAVEL CLUB	196830	01/24/2019	01/24/2019	750.00
	TRAVELTECH ENTERPRISE:	121918A	BALANCE DUE-TASTE OF LA	196834	01/24/2019	01/24/2019	3,878.00
							<b>14,957.00</b>
501-000-200.307	Community Cent						
	ALMEIDA/LILSON//	71513	REFUND FEE-RENTAL DEPOS	196848	02/04/2019	02/04/2019	250.00
	CASTELLANOS/LUDWIN//	F/70466	REFUND FEE-RENTAL DEPOS	196856	02/04/2019	02/04/2019	500.00
	CASTELLANOS/LUDWIN//	F/71026	REFUND FEE-RENTAL DEPOS	196856	02/04/2019	02/04/2019	500.00
	FLUCAS/GLORIA//	F/70040A	REFUND FEE-RENTAL DEPOS	196864	02/04/2019	02/04/2019	750.00
	GONZALEZ/THEREZA//	F/68025	REFUND FEE-RENTAL DEPOS	196866	02/04/2019	02/04/2019	1,000.00
	GONZALEZ/THEREZA//	F/71107	REFUND FEE-STAGE RESERV	196866	02/04/2019	02/04/2019	250.00
	GREENE/WENDELIN//	F/70828	REFUND DEPOSIT-FACILITY R	196818	01/17/2019	01/17/2019	500.00
	HERNANDEZ/LETICIA//	F/70526	REFUND FEE-RENTAL DEPOS	196869	02/04/2019	02/04/2019	750.00
	JEFFRIES/DIAMOND//	F/71333	REFUND FEE-RENTAL DEPOS	196873	02/04/2019	02/04/2019	500.00
	LOS ANGELES COUNTY	2049C	SECURITY-OPTIONS FOR LIFE SECURITY SERVICES-12/14/18	196878	02/04/2019	02/04/2019	180.84
	OPTIONS FOR LIFE INC	F/68538	REFUND FEE-SECURITY SER\	196883	02/04/2019	02/04/2019	119.16
	RUIZ/ROY//	F/71274	REFUND FEE-RENTAL DEPOS	196893	02/04/2019	02/04/2019	250.00
	VENEGAS/JUAN CARLOS//	F/70774	REFUND FEE-RENTAL DEPOS	196907	02/04/2019	02/04/2019	500.00
							<b>6,050.00</b>
501-000-200.314	Const Demo Deb						
	PHAM/TUY DINH//	F/68210	REFUND FEE-CONSTRUCTION	196794	01/22/2019	01/21/2019	1,500.00
							<b>1,500.00</b>

INVOICE APPROVAL LIST BY FUND REPORT

Date: 01/29/2019

Time: 2:37 pm

Page: 23

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
501-000-200.315	Green Bldg Stand						
	CALIF BLDG STANDARDS CO	12/31/2018	SURCHARGE QTR END 12/31/	196812	01/17/2019	01/17/2019	109.03
							<b>109.03</b>
501-000-200.410	Planning Deposit						
	ADVANCED CAR SERVICES/	F/70083	REFUND FEE-LOT SIZE EXEMI	196767	01/22/2019	01/21/2019	3,682.86
							<b>3,682.86</b>
						<b>Total Dept. 000:</b>	<b>26,298.89</b>
						<b>I Fund Deposit/Donations:</b>	<b>26,298.89</b>

Fund: 502 Employee Benefit Trus

Dept: 000

502-000-200.205	Dental Insurance						
	DELTA DENTAL	BE00 3189755-01/01/19	DENTAL INSURANCE PREMIUI	196742	01/10/2019	01/10/2019	2,637.56
	DELTA DENTAL INS	BE00 3188398-01/01/19	HMO DENTAL INSURANCE	196743	01/10/2019	01/10/2019	127.41
							<b>2,764.97</b>
502-000-200.215	Accident Insuran						
	THE STANDARD, UNIT 22	DEC 2018-ADD	AD & D INSURANCE PREMIUM	196754	01/10/2019	01/10/2019	81.25
	THE STANDARD, UNIT 22	JAN 2019-AD&D	AD & D INSURANCE PREMIUM	196803	01/22/2019	01/21/2019	78.75
							<b>160.00</b>
502-000-200.216	EAP Premium Pa						
	MANAGED HEALTH NETWOPRM-030550-DEC 2018		EMP. ASSIST PROGRAM	196749	01/10/2019	01/10/2019	96.14
	MANAGED HEALTH NETWOI	PRM-033126	EMP. ASSIST PROGRAM - JAN	196786	01/22/2019	01/21/2019	94.05
							<b>190.19</b>
502-000-200.217	Life Insurance Pr						
	THE STANDARD, UNIT 22	DEC 2018-LIFE	LIFE INSURANCE PREMIUM	196754	01/10/2019	01/10/2019	780.00
	THE STANDARD, UNIT 22	JAN 2019-LIFE	LIFE INSURANCE PREMUM	196803	01/22/2019	01/21/2019	661.50
							<b>1,441.50</b>

**INVOICE APPROVAL LIST BY FUND REPORT**

Date: 01/29/2019

Time: 3:39 pm

Page: 24

City of Lawndale

<b>Fund/Dept/Acct</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Invoice Desc.</b>	<b>Check #</b>	<b>Due Date</b>	<b>Posting Date</b>	<b>Amount</b>
502-000-200.218	LTD Premium Pa						
	THE STANDARD, UNIT 22	DEC 2018-LTD	LTD INSURANCE PREMIUM	196754	01/10/2019	01/10/2019	991.68
	THE STANDARD, UNIT 22	JAN 2019-LTD	LTD INSURANCE PREMIUM	196803	01/22/2019	01/21/2019	821.87
							<b>1,813.55</b>
502-000-200.219	Colonial Life Pay.						
	COLONIAL LIFE & ACCIDENT	E7421597-DEC 2018	SECTION 125 - PRE TAX	196740	01/10/2019	01/10/2019	1,367.13
	COLONIAL LIFE & ACCIDENT	E7421597 - JAN 2019-PRE	SECTION 125 - PRE TAX	196776	01/22/2019	01/21/2019	1,367.13
							<b>2,734.26</b>
502-000-200.220	Colonial Life Pay.						
	COLONIAL LIFE & ACCIDENT	E7421597-DEC 2018A	SECTION 125 - POST TAX	196740	01/10/2019	01/10/2019	1,725.88
	COLONIAL LIFE & ACCIDENT	E7421597-JAN 19-POST	SECTION 125 - POST TAX	196776	01/22/2019	01/21/2019	1,725.88
							<b>3,451.76</b>
502-000-200.228	Vision Care Paya						
	VISION SERVICE PLAN	DEC 2018	VISION PREMIUM PAYMENT	196762	01/10/2019	01/10/2019	819.47
	VISION SERVICE PLAN	JAN 19	VISION PREMIUM PAYMENT	196805	01/22/2019	01/21/2019	930.33
							<b>1,749.80</b>
							<b>Total Dept. 000: 14,306.03</b>
							<b>Employee Benefit Trust Fund: 14,306.03</b>
							<b>Grand Total: 1,266,894.61</b>

**MINUTES OF THE  
LAWDALE CITY COUNCIL REGULAR MEETING  
January 7, 2019**

**A. CALL TO ORDER AND ROLL CALL**

Mayor Pullen-Miles called the meeting to order at 6:32 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem James H. Osborne, Councilmember Pat Kearney, Councilmember Bernadette Suarez

Councilmembers Absent: Councilmember Daniel Reid

Other Participants: City Clerk Rhonda Hofmann Gorman, City Manager Stephen N. Mandoki, City Attorney Tiffany J. Israel, Los Angeles County Sheriff's Department Captain April Tardy, Community Services Director Mike Estes, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos and approximately 10 audience members.

**B. CEREMONIALS**

Mayor Pro-Tem Osborne led the flag salute and Pastor Eddie Vargas, Restoration Life Christian Church provided the inspiration.

Mayor Pullen-Miles announced Closed Session Item No. J9 would be canceled and withdrawn from the agenda.

**C. PUBLIC SAFETY REPORT**

Captain Tardy summarized recent law enforcement activities. Captain Tardy announced she had received a promotion and would no longer service the Lawndale area, she went on to thank the City.

City Council thanked Captain Tardy for her service and congratulated her.

**D. ITEMS FROM CITY CLERK**

City Clerk Rhonda Hofman Gorman reported that the City was currently accepting applications for committees and commissions.

**E. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA**

- Darrell Hatch, Los Angeles County Sanitation District, spoke about the ongoing sanitation district labor negotiations.



- Pam London, Resident, commended the sanitation district and spoke about parking issues throughout the City.
- Randal Abram, Resident, spoke about the need for advertisement or noticing about the illegality of Airbnb's in Lawndale.
- Elaine Fanning, Resident, spoke about a previous arson incident, abusive residents and other code enforcement related issues.
- Johnny London, Resident, spoke about illegal Airbnb's in Lawndale.
- Marge Heinemann, Resident, congratulated the newly elected members and voiced her displeasure of Airbnb's in the City, recommended an ordinance outlawing them.

**F. COMMENTS FROM COUNCIL**

The City Council responded generally to the comments, but did not request placement of any issues on a future meeting agenda.

**G. CONSENT CALENDAR**

1. **Motion to read by title only and waive further reading of all ordinances listed on the agenda**  
Recommendation: that City Council approve.
2. **State Agreements for the Implementation of Measure L**  
Recommendation: that Council (a) adopt Resolution No. 1901-002, authorizing the City Manager to execute agreements with the California State Board of Equalization for implementation of a local transaction and use tax; (b) approve Agreement for Preparation to Administer and Operate District Transactions and Use Tax Ordinance; (c) approve Agreement for State Administration of District Transactions and Use Taxes; (d) adopt Resolution No. 1901-003, authorizing the designees for examination of tax records; and (e) approve Authorization for the City Manager to execute any other standard implementation agreements or forms required by the SBOE for purposes of implementing the California State Board of Equalization's administration of Measure L local transaction and use taxes.
3. **Accounts Payable Register**  
Recommendation: that the City Council adopts Resolution No. CC-1901-001, authorizing the payment of certain claims and demands in the amount of \$1,204,697.75.
4. **Minutes of the Lawndale City Council Regular Meeting – December 17, 2018**  
Recommendation: that City Council approve.
5. **Cancellation of the January 22, 2019 City Council Meeting**  
Recommendation: that City Council approve.

**A motion by Mayor Pro Tem Osborne to approve the consent calendar was seconded by Councilmember Kearney and carried by a vote of 4-0. Councilmember Reid absent.**

## H. ADMINISTRATION

### 6. Updating Posting Locations of Ordinances, Resolutions and Notices

Recommendation: that Council introduce and approve the first reading of Ordinance No. 1152-19, updating the City's official posting locations for ordinances, resolutions and notices.

Assistant City Clerk Matthew Ceballos reported on proposed Ordinance No. 1152-19, updating the City's official posting locations for ordinances, resolutions and notices.

**A motion by Mayor Pro Tem Osborne to introduce and approve the first reading of Ordinance No. 1152-19 was seconded by Councilmember Kearney and carried by a vote of 4-0 following City Attorney Israel's reading of the title of Ordinance No. 1152-19. Councilmember Reid absent.**

### 7. Establishing 45-day Moratorium on Motorized Scooters

Recommendation: that Council adopt Interim Urgency Ordinance No. 1153-19, establishing a 45-day temporary moratorium on the operation of motorized scooter programs within the City Limits and declaring the urgency thereof.

City Attorney Tiffany Israel reported on the proposed Interim Urgency Ordinance No. 1153-19, establishing a 45-day temporary moratorium on the operation of motorized scooter programs within the City Limits and declaring the urgency thereof.

Mayor Pullen-Miles inquired as to what the emergency/urgency was and the need to take action right away

A lengthy dialogue ensued between staff and City Council regarding the urgency of the moratorium, process of the ordinance, and the enforcement efforts that will go into place if the ordinance is passed.

#### Public Comment

Pam London, Resident, spoke about the adverse effects and issues of scooters in the City.

Johnny London, Resident, spoke about the hazard of scooters, doesn't think they should be allowed in the City of Lawndale.

**A motion by Councilmember Kearney to adopt Interim Urgency Ordinance No. 1153-19, establishing a 45-day temporary moratorium on the operation of motorized scooter programs within the City Limits and declaring the urgency thereof was seconded by Mayor Pro Tem Osborne and carried by a vote of 4-0 following City Attorney Israel's reading of the title of Interim Urgency Ordinance No. 1153-19. Councilmember Reid absent.**

## I. ITEMS FROM COUNCILMEMBERS

### 8. Councilmember Report of Attendance at Meetings and/or Events

The City Council had nothing to report.

Mayor Pullen-Miles made a brief statement about the Sanitation District labor dispute.

**J. CLOSED SESSION**

**9. Public Employee Performance Evaluation**

The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the City Manager.

**K. ADJOURNMENT**

Mayor Pullen-Miles announced the meeting would be adjourned in honor of Wayne Wong who passed away. Mayor Pullen-Miles read a brief statement regarding the passing of Wayne Wong.

There being no further business to conduct, the Mayor adjourned the meeting at 7:18 p.m.

\_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

Approved: \_\_\_\_/\_\_\_\_




# CITY OF LAWNDALE


14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: February 4, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

REVIEWED BY: Sean M. Moore, AICP, Planning Director

PREPARED BY: Jared Chavez, Associate Planner 

**SUBJECT: EXTENSION OF INTERIM URGENCY ORDINANCE NO. 1155-19 PROHIBITING THE OPERATION OF MOTORIZED SCOOTER PROGRAMS WITHIN THE CITY LIMITS AND DECLARING A MORATORIUM FOR A PERIOD OF TEN (10) MONTHS AND FIFTEEN (15) DAYS**

---

## BACKGROUND

On January 7, 2019 the City Council adopted Urgency Ordinance No. 1153-19, a 45-day Moratorium prohibiting the operation of Motorized Scooter programs within the City limits (See Attachment A, Staff Report, Minutes, and 45-Day Moratorium Ordinance).

During the initial moratorium period staff has analyzed the impacts on cities of Motorized Scooter programs and has commenced the development of an ordinance regulating the use of Motorized Scooters within the City limits. Staff is requesting additional time to further investigate, review and develop regulations and to present these regulations to the Planning Commission and City Hall. Pursuant to Government Code Section 65090, the initial 45-day moratorium may be extended for an additional 10 months and 15 days, and subsequently extended for an additional year if needed, subject to compliance with procedural requirements.

## STAFF REVIEW

As mentioned above, staff is requesting additional time to further investigate, review and develop comprehensive regulations to be incorporated into the Lawndale Municipal Code. If approved, the proposed 10 months and 15 day extension, will become effective immediately upon adoption. The extension requires a public hearing and must be approved by a 4/5 votes of the City Council pursuant to Government Code Section 65909 (See Attachment B, 10 Month 15 Day Moratorium Extension Ordinance).

ENVIRONMENTAL ASSESSMENT

Staff is requesting that the City Council determine that the project is exempt from the California Environmental Quality Act (CEQA) under Sections 15378 and 15061(b)(3) of the CEQA Guidelines.

LEGAL REVIEW

The City Attorney has reviewed Interim Urgency Ordinance No. 1155-19 and has approved it as to form.

PUBLIC REVIEW

Notices of a public hearing were posted in three (3) public places and published in the *Daily Breeze* on January 23, 2019.

COMMISSION REVIEW

Not applicable

FISCAL IMPACT

No additional funding required.

RECOMMENDATION

It is recommended that the City Council do the following:

- A. Conduct a public hearing;
- B. Determine that Urgency Ordinance No. 1155-19 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Sections 15378 and 15061(b)(3) of the CEQA Guidelines; and
- C. Adopt, by four-fifths (4/5) vote of the City Council, Interim Urgency Ordinance No. 1155-19, extending 45-day Interim Urgency Ordinance 1153-19 by 10 months 15 days.

ATTACHMENTS

- A) Interim Urgency Ordinance No. 1153-19; 45-Day Moratorium Staff Report and**
- B) Interim Urgency Extension Ordinance No. 1155-19**

**Daily Breeze**

21250 Hawthorne Blvd, Ste 170  
Torrance, CA 90503-4077  
310-543-6635  
Fax: 310-316-6827

5007749

CITY OF LAWDALE/COMMUNITY DEVELOPMENT  
DEPT  
ACCOUNTS PAYABLE  
14717 BURIN AVENUE  
LAWDALE, CA 90260

**FILE NO. DB 1-57**  
**PROOF OF PUBLICATION**  
**(2015.5 C.C.P.)**

**STATE OF CALIFORNIA**  
**County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of THE DAILY BREEZE, a newspaper of general circulation, printed and published in the City of Torrance\*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 10, 1974, Case Number SWC7146. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**01/23/2019**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Torrance, California  
On this 24th day of January, 2019.

Signature

\*The Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington.

(Space below for use of County Clerk Only)

Legal No. **0011226844**

**DB 1-57**  
**PUBLIC NOTICE**  
**CITY OF LAWDALE**

Notice is hereby given that at 6:30 p.m. on February 4, 2019, the Lawndale City Council will hold a public hearing in the City Council Chambers located at 14717 Burin Avenue, Lawndale, CA to review the following proposal:

**"CONSIDERATION TO EXTEND THE 45-DAY MORATORIUM ON THE OPERATION OF MOTORIZED SCOOTER PROGRAMS WITHIN THE CITY LIMITS AND DECLARING THE URGENCY THEREOF, FOR AN ADDITIONAL 10 MONTHS AND 15 DAYS."**

Pursuant to the California Environmental Quality Act (CEQA) the City of Lawndale has determined that the project is exempt and a Categorical Exemption will be issued.

The files for this proposal are available for review Monday through Thursday, 7:00 a.m. to 6:00 p.m., in the Community Development Department offices located at 14717 Burin Avenue, Lawndale, California. Any grounds for opposing this project must be made at the time of the meeting or made in written correspondence. If you challenge this matter in court, you may be limited to raising only those issues that you or someone else raised during the meeting.

The City of Lawndale's contact person for this case is Sean M. Moore, AICP, Community Development Director, Community Development Department, at (310) 973-3231.

**Pub Jan 23, 2019**

# **ATTACHMENT A**

## **45-Day Moratorium Staff Report and Interim Urgency Ordinance No. 1153-19**



# CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: January 7, 2018  
TO: Honorable Mayor and City Council  
FROM: Stephen N. Mandoki, City Manager  
PREPARED BY: Tiffany J. Israel, City Attorney  
Mauricio Salazar, Deputy City Attorney  
Michael Reyes, Municipal Services Director  
SUBJECT: Establishing 45-day Moratorium on Motorized Scooters

## BACKGROUND

The concept of shared mobility has been applied to many transportation devices including, most recently, motorized scooters. In more and more locations, motorized scooters are available to residents and visitors (“Users”) for rent via self-service portals, mobile phone applications, or other methods – this method is known as a dockless system. The business model of the shared mobility motorized scooters operates such that Users can locate and unlock a motorized scooter using a smart phone application and, if applicable, by paying a fee. This type of service has been gaining in popularity nationally over a relatively short duration. When the User is done using the motorized scooter, they are able to park the device anywhere and relock it via the smart phone application. Many Users then leave the motorized scooters parked in public pathways or sidewalks.

The proliferation of motorized scooters, both via docking stations and individually parked scooters, has the potential to cause obstructions of public right-of-ways and, in the absence of sufficient education as to existing laws, cause a myriad of other safety hazards for both users of motorized scooters as well as members of the public more generally. Parking motorized scooters in such fashion can cause traffic accidents, create a tripping hazard for pedestrians, limit or delay fire or police emergency vehicles, and impede individuals with disabilities access to full use of curbs, ramps and other ADA compliant structures.

At present, State law does not regulate the operators of motorized scooters and, instead, regulates the Users. The State Legislature recently enacted Assembly Bill No. 2989, which establishes end-user regulations, such as maximum speed limits, helmet safety requirements, and parking prohibitions. State law does not regulate the mobility device sharing operators.

As mentioned above, motorized scooters are turning up in new, unexpected, and unapproved locations. Currently, the City does not have any regulations pertaining to mobility device sharing operators. Thus, absent clear local regulation, the operation of motorized scooters within the City poses a threat to the public peace, health, and safety; and, unless the City takes immediate action to regulate it, the impacts described above are likely to occur and to continue to occur.





LEGAL REVIEW

The City Attorney has reviewed Interim Urgency Ordinance No. 1153-19 and has approved it as to form.

FISCAL IMPACT

No additional funding required.

RECOMMENDATION

Staff recommends that the City Council adopt Interim Urgency Ordinance No. 1153-19.

Attachments:     Interim Urgency Ordinance No. 1153-19  
                      Assembly Bill No. 2989

**INTERIM URGENCY ORDINANCE NO. 1153-19**

**AN INTERIM URGENCY ORDINANCE OF  
THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA,  
ESTABLISHING A 45-DAY TEMPORARY MORATORIUM  
ON THE OPERATION OF MOTORIZED SCOOTER  
PROGRAMS WITHIN CITY LIMITS AND DECLARING  
THE URGENCY THEREOF**

SUMMARY: Effective immediately, this ordinance places a 45-day ban on the operation of motorized scooters within City limits.

WHEREAS, the Lawndale Municipal Code ("LMC") currently contains no regulations regarding the use and operation of motorized scooters within City limits; and

WHEREAS, the City has the authority under its police power, to enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City's public rights-of-way are designed to accommodate various uses and are heavily utilized by citizens, residents, visitors and businesses; and

WHEREAS, in recent months, in part due to rapid technological advancements, many cities', including cities adjacent to Lawndale, public rights-of-way have been flooded with new, unpermitted commercial motorized scooters; and

WHEREAS, shared motorized scooters may be accessed using a mobile application that allows a user to unlock the motorized scooters remotely, and more importantly, allows a user to leave the motorized scooter anywhere the user chooses, including the City's rights-of-ways, since the motorized scooters can be secured without being locked to a fixed object; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the Motorized Scooter Programs and Motorized Scooter Program Operators, as defined in this Ordinance, within City limits; and

WHEREAS, the proliferation of Motorized Scooter Programs which include motorized scooters, as defined by this Ordinance, has the potential to cause obstructions of public rights-of-ways and, in the absence of sufficient education as to existing laws, cause a myriad of other safety hazards for both users of motorized scooters as well as members of the public more generally; and

WHEREAS, absent clear regulation, Motorized Scooter Programs and Motorized Scooter Program Operators in the City pose a threat to the public peace, health, and safety, and, unless the City takes action to regulate, the impacts described above are likely to occur; and

WHEREAS, the City desires to regulate Motorized Scooter Programs and Motorized Scooter Program Operators to ensure that public right-of-ways and public property within the City remain free of public nuisances, safe and accessible for all users, and clear of obstructions that pose threats to public health, safety, and welfare, and to ensure that Motorized Scooter Programs and Motorized Scooter Program Operators comply with State and City regulations that inure to the public's health, safety, and welfare; and

WHEREAS, the City Council anticipates that individuals may begin, or continue, operation of Motorized Scooter Programs before a non-urgency ordinance would become effective; and

WHEREAS, California Government Code Sections 36934, 36937, and 65858 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety and to prohibit a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, City staff requires time to study and develop appropriate regulations for Motorized Scooter Programs and Motorized Scooter Program Operators consistent with State and federal law; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City Council desires, on an urgency basis, to temporarily prohibit Motorized Scooter Programs, and the operation thereof, within the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. The City Council finds and determines that the recitals above are true and correct, and are hereby incorporated by reference. Additionally, based on the foregoing, both verbal and written testimony to the City Council on this item, including the staff report, exhibits, and any materials provided by members of the public, the City Council finds as follows:

A. This Ordinance is being adopted in order to allow the City time to thoroughly study and develop the City's laws, rules, procedures and fees related to the operation and establishment of Motorized Scooter Programs, to enable the City to adequately and appropriately preserve the health, safety and welfare of the communities in the City.

B. For the purposes of this Ordinance, "motorized scooter" shall share the same definition as "motorized scooter" as defined in Vehicle Code Section 407.5.

C. For purposes of this Ordinance, "Motorized Scooter Program Operator" shall mean a person, as defined by LMC Section 1.04.030, who manages and/or operates a Motorized Scooter Program, whether for profit or not.

D. For purposes of this Ordinance, "Motorized Scooter Program" shall mean a system of self-service motorized scooters for hire in the City operated by a Motorized Scooter Program Operator that offers a pool of three (3) or more motorized scooters for use in the public rights-of-way or on public property.

E. The City finds that the absence of a clear regulatory framework the adverse impacts frequently associated with Motorized Scooter Programs will likely occur, resulting in an unregulated and significant negative impact upon public health, safety, and welfare of the community.

F. The City needs time to draft a proposed text amendment to the LMC and the Zoning Code to preserve the health, safety and welfare of the communities in the City with respect to the operation of Motorized Scooter Programs.

Section 2. The State Planning and Zoning Law (Cal. Gov't Code Sections 65000, *et seq.*) broadly empowers the City to plan for and regulate the use of land in order to provide for orderly development, the public health safety and welfare, and a balancing of property rights and the desires of the community and how its citizens envisions their city.

This Interim Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Section 65858(a) and shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council.

Section 3. During the effective period of this Ordinance, the establishment and operation by any person of a Motorized Scooter Programs within City limits is prohibited.

Section 4. During the period of this Ordinance, the City shall study and develop as necessary laws, rules, procedures and fees related to Motorized Scooter Programs, to enable the City to adequately and appropriately preserve the health, safety, and welfare of the communities in the City.

Section 5. It is hereby declared that this Ordinance is necessary as an urgency measure for the preservation of the public health, safety, and welfare. The City Council finds that current zoning regulations and land use plans do not regulate the operation of Motorized Scooter Programs and therefore do not adequately protect the peace, health, safety, and general welfare of the residents and businesses of the City or their guests or the communities around the City. The City Council finds the urgency measure is necessary in order to ensure adequate regulation of the operation of Motorized Scooter Programs. The facts constituting the urgency are:

A. The City does not currently have clear standards in LMC related specifically to the operation of Motorized Scooter Programs within the City.

B. The negative impacts frequently associated with operation of unregulated Motorized Scooter Programs result in an unregulated and significant negative impact upon public health, safety, and welfare of the community.

C. To permit the operation of Motorized Scooter Programs within the City without specific regulations that are consistent with the General Plan, and that take into account the impacts that such uses have, constitutes a threat to the health, safety, and welfare.

D. Motorized Scooter Program Operators are likely to seek to be located in the City based on the lack of explicit regulations, which will further exacerbate the impacts of such businesses.

E. Absent the adoption of this Interim Urgency Ordinance, the operation of Motorized Scooter Programs in the City would likely result in negative and harmful secondary effects including, but not limited to, causing traffic accidents, creating tripping hazards for pedestrians, limiting or delaying fire or police emergency vehicles, and impeding individuals with disabilities access to full use of sidewalks, curbs, ramps and other ADA compliant structures when motorized scooters are left unattended, thereby creating public health and safety concerns, and other impacts.

F. As a result of the negative and harmful secondary effects associated with improperly regulated operation of Motorized Scooter Programs and the current and immediate threat such effects pose to the public health, safety and welfare, it is necessary to adopt a temporary, forty-five (45) day moratorium on the operation of Motorized Scooter Programs in the City.

G. A moratorium is immediately required to preserve the public health, safety, and welfare and should be adopted immediately as an urgency ordinance, to make certain that the operation of Motorized Scooter Programs is prohibited for the period of this Ordinance. Imposition of a moratorium will allow the City time to conclude the preparation of a comprehensive ordinance for the regulation of such activities.

Section 6. Pursuant to Section 15001 of the California Environmental Quality Act ("CEQA") Guidelines, this Interim Urgency Ordinance is exempt from CEQA based on the following: (a) This Ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly and (b) this Ordinance is also exempt pursuant to CEQA Section 15061(b)(3) since the proposed ordinance involves an Interim Urgency Ordinance establishing a 45-day temporary moratorium on

the operation of Motorized Scooter Programs and does not have the potential to significantly impact the environment.

Section 7. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 8. The City Clerk shall certify to the passage and adoption of this Interim Urgency Ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This Ordinance shall take effect immediately, pursuant to the authority conferred upon the City Council by California Government Code Sections 36934, 36937, and 65858. This Ordinance shall be of no further force and effect forty-five (45) days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code Section 65858(b). Not later than ten (10) days prior to the expiration of this Interim Urgency Ordinance, the City Council shall issue a written report as required by applicable state law. The City Clerk shall cause this Ordinance to be published in a newspaper of general circulation and shall post the same at the City Hall, the Lawndale Community Center and the United States Post Office, Lawndale Branch.

PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of January, 2019.



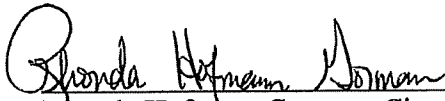
Robert Pullen-Miles, Mayor

ATTEST:

State of California )  
County of Los Angeles ) SS  
City of Lawndale )

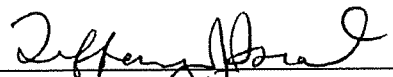
I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly adopted the foregoing Interim Urgency Ordinance No. 1153-19 at its regular meeting held on the 7th day of January, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor	X				
James H. Osborne, Mayor Pro Tem	X				
Daniel Reid					X
Bernadette Suarez	X				
Pat Kearny	X				

  
Rhonda Hofmann Gorman, City Clerk

1/7/19  
Date

APPROVED AS TO FORM:

  
Tiffany J. Israel, City Attorney





Assembly Bill No. 2989

CHAPTER 552

An act to amend Section 21235 of the Vehicle Code, relating to vehicles.

[Approved by Governor September 19, 2018. Filed with  
Secretary of State September 19, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2989, Flora. Motorized scooter; use of helmet; maximum speed.

Existing law generally prescribes the operation of a motorized scooter, defined as 2-wheeled device that has handlebars, has a floorboard that is designed to be stood upon when riding, and is powered by an electric motor or by a source other than electric power. Existing law requires a driver's license or permit to operate a motorized scooter. Existing law prohibits the operation of a motorized scooter on a highway with a speed limit in excess of 25 miles per hour unless the motorized scooter is operated within a Class II bike lane. Existing law prohibits an operator of a motorized scooter from operating the motorized scooter without wearing a properly fitted and fastened helmet meeting specified standards. Existing law prohibits a person from operating a motorized scooter at a speed in excess of 15 miles per hour. A violation of prescriptions or prohibitions regarding motorized scooters is a crime.

This bill would permit a local authority to authorize the operation of a motorized scooter on a highway with a speed limit of up to 35 miles per hour and would additionally allow for operation of a motorized scooter on a highway with a higher speed limit if the motorized scooter is operated within a Class IV bikeway. The bill would specify that the existing maximum 15 mile per hour speed limit for the operation of a motorized scooter applies regardless of a higher speed limit applicable to the highway. The bill would require the operator of a motorized scooter to wear a helmet only if the operator is under 18 years of age.

*The people of the State of California do enact as follows:*

SECTION 1. Section 21235 of the Vehicle Code is amended to read:

21235. The operator of a motorized scooter shall not do any of the following:

(a) Operate a motorized scooter unless it is equipped with a brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.

(b) Operate a motorized scooter on a highway with a speed limit in excess of 25 miles per hour unless the motorized scooter is operated within a Class

II or Class IV bikeway, except that a local authority may, by ordinance or resolution, authorize the operation of a motorized scooter outside of a Class II or Class IV bikeway on a highway with a speed limit of up to 35 miles per hour. The 15 mile per hour maximum speed limit for the operation of a motorized scooter specified in Section 22411 applies to the operation of a motorized scooter on all highways, including bikeways, regardless of a higher speed limit applicable to the highway.

(c) Operate a motorized scooter without wearing a properly fitted and fastened bicycle helmet that meets the standards described in Section 21212, if the operator is under 18 years of age.

(d) Operate a motorized scooter without a valid driver's license or instruction permit.

(e) Operate a motorized scooter with any passengers in addition to the operator.

(f) Operate a motorized scooter carrying any package, bundle, or article that prevents the operator from keeping at least one hand upon the handlebars.

(g) Operate a motorized scooter upon a sidewalk, except as may be necessary to enter or leave adjacent property.

(h) Operate a motorized scooter on the highway with the handlebars raised so that the operator must elevate his or her hands above the level of his or her shoulders in order to grasp the normal steering grip area.

(i) Leave a motorized scooter lying on its side on any sidewalk, or park a motorized scooter on a sidewalk in any other position, so that there is not an adequate path for pedestrian traffic.

(j) Attach the motorized scooter or himself or herself while on the roadway, by any means, to any other vehicle on the roadway.

# **ATTACHMENT B**

## **Interim Urgency Extension Ordinance No. 1155-19**

**INTERIM URGENCY ORDINANCE NO. 1155-19**

**AN INTERIM URGENCY ORDINANCE OF  
THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA,  
EXTENDING FOR 10-MONTH 15-DAYS A TEMPORARY MORATORIUM  
ON THE OPERATION OF MOTORIZED SCOOTER  
PROGRAMS WITHIN CITY LIMITS AND DECLARING  
THE URGENCY THEREOF**

SUMMARY: This ordinance extends for 10 month and 15 days the City's ban on the operation of motorized scooters within City limits.

WHEREAS, the Lawndale Municipal Code ("LMC") currently contains no regulations regarding the use and operation of motorized scooters within City limits; and

WHEREAS, the City has the authority under its police power, to enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City's public rights-of-way are designed to accommodate various uses and are heavily utilized by citizens, residents, visitors and businesses; and

WHEREAS, in recent months, in part due to rapid technological advancements, many cities', including cities adjacent to Lawndale, public rights-of-way have been flooded with new, unpermitted commercial motorized scooters; and

WHEREAS, shared motorized scooters may be accessed using a mobile application that allows a user to unlock the motorized scooters remotely, and more importantly, allows a user to leave the motorized scooter anywhere the user chooses, including the City's rights-of-ways, since the motorized scooters can be secured without being locked to a fixed object; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the Motorized Scooter Programs and Motorized Scooter Program Operators, as defined in this Ordinance, within City limits; and

WHEREAS, the proliferation of Motorized Scooter Programs which include motorized scooters, as defined by this Ordinance, has the potential to cause obstructions of public rights-of-ways and, in the absence of sufficient education as to existing laws, cause a myriad of other safety hazards for both users of motorized scooters as well as members of the public more generally; and

WHEREAS, absent clear regulation, Motorized Scooter Programs and Motorized Scooter Program Operators in the City pose a threat to the public peace, health, and safety, and, unless the City takes action to regulate, the impacts described above are likely to occur; and

WHEREAS, the City desires to regulate Motorized Scooter Programs and Motorized Scooter

Program Operators to ensure that public right-of-ways and public property within the City remain free of public nuisances, safe and accessible for all users, and clear of obstructions that pose threats to public health, safety, and welfare, and to ensure that Motorized Scooter Programs and Motorized Scooter Program Operators comply with State and City regulations that inure to the public's health, safety, and welfare; and

WHEREAS, the City Council anticipates that individuals may begin, or continue, operation of Motorized Scooter Programs before a non-urgency ordinance would become effective; and

WHEREAS, California Government Code Sections 36934, 36937, and 65858 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety and to prohibit a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, on January 7, 2019 the City Council unanimously adopted Urgency Ordinance No. 1153-19, to establish a 45-day prohibition on the operation of Motorized Scooter programs within the City limits; and

WHEREAS, City staff has been and continues to study and develop appropriate City regulations for Motorized Scooter Programs and Motorized Scooter Program Operators consistent with State and federal law. City staff has been analyzing where they are finding Motorized Scooters within the City and in neighboring jurisdictions and various options to regulate Motorized Scooter Programs and Motorized Scooter Program Operators to be able to propose regulations suited to Lawndale. A draft ordinance with permanent proposed regulations will be presented to the Planning Commission soon; however, the current interim ban needs to remain in place until the permanent regulations take effect; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City Council desires, on an urgency basis, to extend the temporary prohibition of Motorized Scooter Programs, and the operation thereof, within the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. The City Council finds and determines that the recitals above are true and correct, and are hereby incorporated by reference. Additionally, based on the foregoing, both verbal and written testimony to the City Council on this item, including the staff report, exhibits, and any materials provided by members of the public, the City Council finds as follows:

A. This Ordinance is being adopted in order to allow the City time to thoroughly study and develop the City's laws, rules, procedures and fees related to the operation and establishment of Motorized Scooter Programs, to enable the City to adequately and appropriately preserve the health, safety and welfare of the communities in the City.

B. For the purposes of this Ordinance, "motorized scooter" shall share the same definition as "motorized scooter" as defined in Vehicle Code Section 407.5.

C. For purposes of this Ordinance, "Motorized Scooter Program Operator" shall mean a person, as defined by LMC Section 1.04.030, who manages and/or operates a Motorized Scooter Program, whether for profit or not.

D. For purposes of this Ordinance, "Motorized Scooter Program" shall mean a system of self-service motorized scooters for hire in the City operated by a Motorized Scooter Program Operator that offers a pool of three (3) or more motorized scooters for use in the public rights-of-way or on public property.

E. The City finds that the absence of a clear regulatory framework the adverse impacts frequently associated with Motorized Scooter Programs will likely occur, resulting in an unregulated and significant negative impact upon public health, safety, and welfare of the community.

F. The City needs time to finish drafting the proposed text amendment to the LMC and the Zoning Code to preserve the health, safety and welfare of the communities in the City with respect to the operation of Motorized Scooter Programs.

Section 2. The State Planning and Zoning Law (Cal. Gov't Code Sections 65000, *et seq.*) broadly empowers the City to plan for and regulate the use of land in order to provide for orderly development, the public health safety and welfare, and a balancing of property rights and the desires of the community and how its citizens envisions their city.

This Interim Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Section 65858(a) and shall be in full force and effect immediately upon expiration of Interim Urgency Ordinance No. 1153-19 on February 21, 2019 after its adoption by a four-fifths (4/5) vote of the City Council.

Section 3. During the effective period of this Ordinance, the establishment and operation by any person of a Motorized Scooter Program within City limits is prohibited.

Section 4. During the period of this Ordinance, the City shall continue to study and develop, as necessary, laws, rules, procedures and fees related to Motorized Scooter Programs, to enable the City to adequately and appropriately preserve the health, safety, and welfare of the communities in the City.

Section 5. It is hereby declared that this Ordinance is necessary as an urgency measure for the preservation of the public health, safety, and welfare. The City Council finds that current zoning regulations and land use plans do not regulate the operation of Motorized Scooter Programs and therefore do not adequately protect the peace, health, safety, and general welfare of the residents and businesses of the City or their guests or the communities around the City. The City Council finds the urgency measure is necessary in order to ensure adequate regulation of the operation of Motorized Scooter Programs. The facts constituting the urgency are:

A. The City does not currently have clear standards in LMC related specifically to the operation of Motorized Scooter Programs within the City.

B. The negative impacts frequently associated with operation of unregulated Motorized Scooter Programs result in an unregulated and significant negative impact upon public health, safety, and welfare of the community.

C. To permit the operation of Motorized Scooter Programs within the City without specific regulations that are consistent with the General Plan, and that take into account the impacts that such uses have, constitutes a threat to the health, safety, and welfare.

D. Motorized Scooter Program Operators are likely to seek to be located in the City based on the lack of explicit regulations, which will further exacerbate the impacts of such businesses.

E. Absent the adoption of this Interim Urgency Ordinance, the operation of Motorized Scooter Programs in the City would likely result in negative and harmful secondary effects including, but not limited to, causing traffic accidents, creating tripping hazards for pedestrians, limiting or delaying fire or police emergency vehicles, and impeding individuals with disabilities access to full use of sidewalks, curbs, ramps and other ADA compliant structures when motorized scooters are left unattended, thereby creating public health and safety concerns, and other impacts.

F. As a result of the negative and harmful secondary effects associated with improperly regulated operation of Motorized Scooter Programs and the current and immediate threat such effects pose to the public health, safety and welfare, it is necessary to adopt an extension of the existing temporary moratorium, for a period not to exceed ten (10) month fifteen (15) days, on the operation of Motorized Scooter Programs in the City.

G. A continued moratorium is immediately required to preserve the public health, safety, and welfare and should be adopted immediately as an urgency ordinance, to make certain that the operation of Motorized Scooter Programs is prohibited for the period of this Ordinance. Imposition of a moratorium will allow the City time to

conclude the preparation of a comprehensive ordinance for the regulation of such activities.

Section 6. Pursuant to Section 15001 of the California Environmental Quality Act ("CEQA") Guidelines, this Interim Urgency Ordinance is exempt from CEQA based on the following: (a) This Ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly and (b) this Ordinance is also exempt pursuant to CEQA Section 15061(b)(3) since the proposed ordinance involves an Interim Urgency Ordinance establishing a 10 month 15 day extension of a moratorium on the operation of Motorized Scooter Programs and does not have the potential to significantly impact the environment.

Section 7. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 8. The City Clerk shall certify to the passage and adoption of this Interim Urgency Ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This Ordinance shall take effect immediately, pursuant to the authority conferred upon the City Council by California Government Code Sections 36934, 36937, and 65858. This Ordinance shall be of no further force and effect 10 months and 15 days following the expiration of Interim Urgency Ordinance No. 1153-19 unless extended in accordance with the provisions set forth in Government Code Section 65858(b). Not later than ten (10) days prior to the expiration of this Interim Urgency Ordinance, the City Council shall issue a written report as required by applicable state law. The City Clerk shall cause this Ordinance to be published in a newspaper of general circulation and shall post the same at the City Hall, the Lawndale Community Center and the United States Post Office, Lawndale Branch.

PASSED, APPROVED, AND ADOPTED this 4th day of February, 2019.

---

Robert Pullen-Miles, Mayor



ATTEST:

State of California )  
County of Los Angeles ) SS  
City of Lawndale )

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly adopted the foregoing Interim Urgency Ordinance No. 1155-19 at its regular meeting held on the 4th day of February, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearny					
Daniel Reid					
Bernadette Suarez					

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

\_\_\_\_\_  
Date


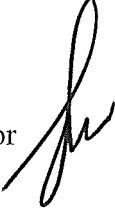
APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany J. Israel, City Attorney



# CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: February 4, 2019  
TO: Honorable Mayor and City Council  
FROM: Stephen N. Mandoki, City Manager   
PREPARED BY: Sean M. Moore, AICP, Community Development Director 

**SUBJECT: CASE NO. 18-45 CONSIDERATION OF A PURCHASE & SALE AGREEMENT FOR CITY-OWNED PROPERTY LOCATED AT THE SOUTHWEST CORNER OF HAWTHORNE AND MANHATTAN BEACH BOULEVARDS TO 3600 TORRANCE MANAGEMENT**

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## BACKGROUND

The State Legislature approved AB 1484 in June of 2012 to improve the redevelopment agency dissolution process. AB 1484 established procedures to dispose of the real estate owned by the now dissolved redevelopment agencies. Successor agencies were to create Long Range Property Management Plans (LRPMPs) listing all of the properties of the former redevelopment agency and the proposal for the disposition of those properties.

The Lawndale Long Range Property Management Plan (LRPMP) was approved by the Oversight Board for the Successor Agency to the Lawndale Redevelopment Agency on July 25, 2013, amended back on 2014, and then approved by the California Department of Finance (DOF). The LRPMP listed the property located at the southwest corner of Hawthorne and Manhattan Beach Boulevards (Hawthorne/Manhattan Beach Site or Property) for disposition (See Attachment A, Vicinity Map).

### Site Characteristics

The Property is approximately 59,744-square feet (1.372 acres of land). The Property is comprised of seven parcels and is irregular in shape (See Attachment B, Parcel Map). The Property is zoned RC (Retail Commercial) and is located within the Hawthorne Boulevard Specific Plan Area. The Property is primarily vacant, however; 13,440 square feet of the Property contains a now-vacant mobile home park, which is in the process of being closed by the Successor Agency.

### Disposition of the Property /Development of the Site

After several unsuccessful attempts by the Successor Agency to have the property developed, staff recommended that the property be sold to the City, to allow the City to retain control of the property which would allow the City to sell the property to a developer of the City's choosing for future development of the site. The Successor Agency had entered into an Exclusive Negotiation Agreement

(ENA's) with two different developers over the past two years which had not resulted in the intended results of seeing the site developed.

**Successor Agency and Oversight Board Approval to Sell the Property**

On June 25<sup>th</sup> 2018, the Successor Agency authorized the sale of the property to the City of Lawndale. On June 27, 2018, the Oversight Board to the Successor Agency to the Lawndale Redevelopment Agency approved the sale of the property to the City of Lawndale (See Attachment C, Staff Reports and Minutes). The DOF did not object to this sale.

**Request for Bids**

Staff was given direction to issue an invitation for bids notifying the public of the intention of selling the Property. The request for bids period ran from October 15, 2018 to November 15, 2018, a 30 day period (See Attachment D, Invitations for Bids). Staff received many inquiries and requests for information on the property but no bids were submitted during the bid period. However, after the closing of the bid period, staff received three (3) bids from prospective parties interested in purchasing the property (See Attachment E, Bid Proposals).

The City received three (3) bid proposals from parties interested in purchasing and developing the property. The following proposed bids were received below:

- Mr. Felix Padilla.....**\$4,101,000.00;**
- Gotham Auto LLC .....**\$3,900,000.00; and**
- 3600 Torrance Management .....**\$3,500,000.00**

The three (3) bidders above mentioned were informed by staff of the need to provide good faith deposits, per the bid documents; however, only 3600 Torrance Management provided a deposit, in the amount of \$1,300,000.00 in the form of cashier's checks. Staff did not receive any other good faith deposits from the other bidders seeking to purchase the property.

**Updated Appraisal Report**

Staff had Nagasaki and Associates update their previous appraisal report dated July 3, 2018 for the Property. A revised appraisal report was submitted to staff on December 31, 2018 (See Attachment F, Appraisal Report). According to the appraiser, Mr. Jeff Nagasaki, many factors play a vital role in price appraisals of any given property. Key factors that can potentially impact the value of a property include: interest rates, supply of similar properties, availability of infrastructure (sewer, water, and roadways) to the site, and overall market conditions of commercial type properties locally/regionally. Thus, based on the most updated appraisal report, the Property is valued at \$3,500,000.00.

**STAFF REVIEW**

Staff has drafted a Purchase and Sale Agreement (PSA) between the City and 3600 Torrance Management for consideration and review (See Attachment G, PSA). The following are the key components of the PSA:

- **Escrow requirements;**
- **Purchase price of \$3,500,000;**

- **Purchase price of \$3,500,000 (minus the demolition costs of \$79,000, bringing the total to \$3,421,000);**
- **Initial deposit of \$1,300,000;**
- **Conditions of closing;**
- **Termination and cancellation of requirements;**
- **Default provisions with penalties;**
- **Due diligence period of 30 days; and**
- **A Covenant Agreement requiring the demolition of the existing improvements.**

If the City Council authorizes the sale of the property, all transaction requirements would be subject to the terms and conditions of the PSA.

COMMISSION REVIEW

Not applicable

LEGAL REVIEW

The Purchase and Sale Agreement has been approved as to form by the City Attorney.

FISCAL IMPACT

The proposed sale of the property will result in one time revenue to the City which will have a positive impact on the City's General Fund.

RECOMMENDATION

Although staff did receive higher bid offers for the Property than the offer being recommended, none of the other bidders submitted good faith deposits along with their respective bids. Despite numerous conversations with the other bidders over more than one month, staff only received one bid - from 3600 Torrance Management - with a good faith deposit. Therefore, staff recommends that the City Council enter into a Purchase & Sale Agreement with the 3600 Torrance Management and authorize the City Manager to make any necessary changes or adjustments during the escrow process to ensure the property is sold.

ATTACHMENTS

- A. Vicinity Map
- B. Property Parcel Map
- C. June 25<sup>th</sup> 2018 Successor Agency/City Council Staff Report/Minutes and June 27<sup>th</sup> 2018, Oversight Board Staff Report/Minutes
- D. Invitations for Bids
- E. Three (3) bid proposals (Mr. Felix Padilla, Gotham Auto, LLC, and 3600 Torrance Management)
- F. Property Appraisal Report
- G. Purchase and Sale Agreement/Covenant Agreement

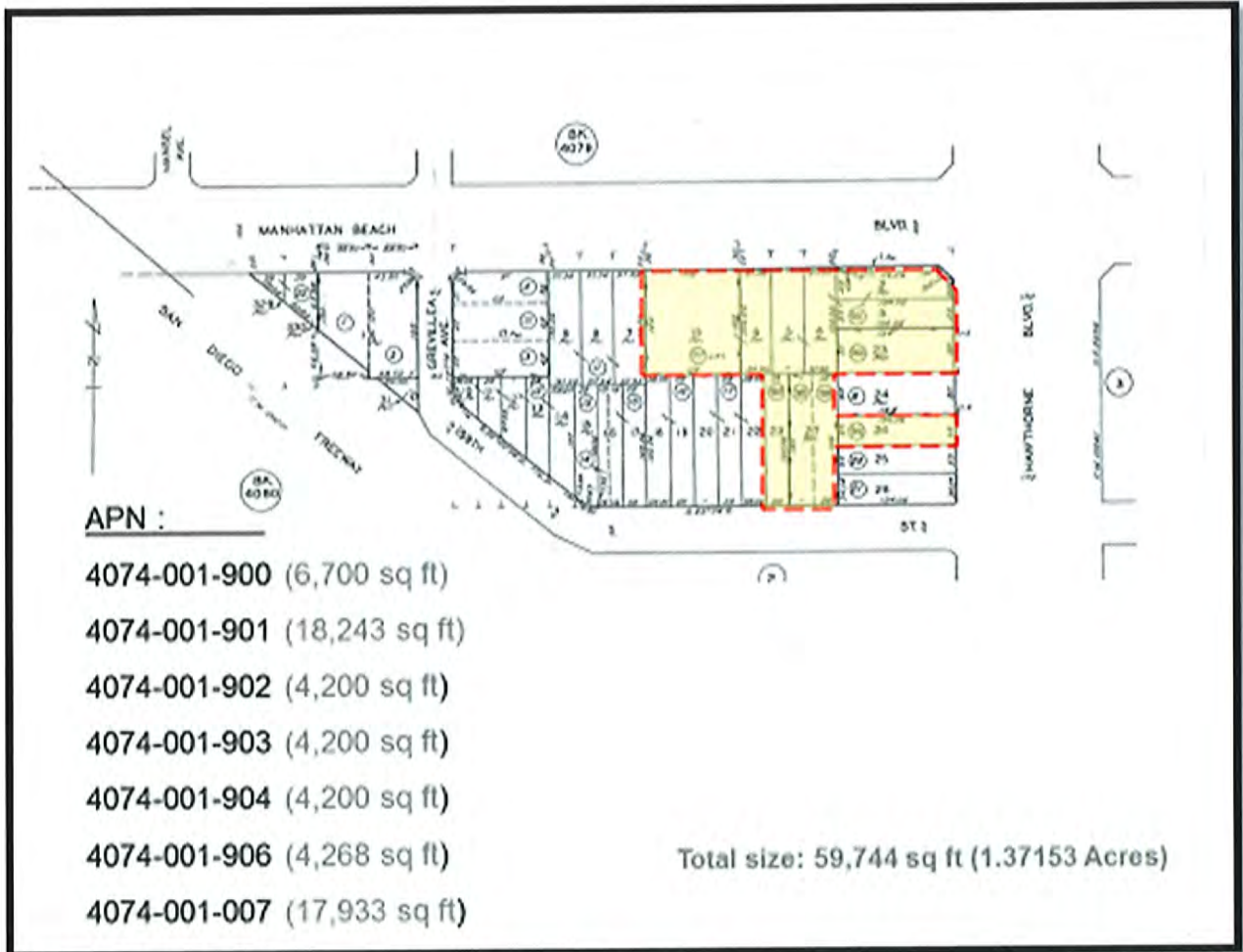
# **ATTACHMENT A**

## **Vicinity Map**

# VICINITY MAP



**ATTACHMENT B**  
**Property Parcel Map**





## **ATTACHMENT C**

### **June 25<sup>th</sup> 2018 Successor Agency/City Council Staff Report/Minutes June 27<sup>th</sup> 2018, Oversight Board Staff Report and Minutes**

**MINUTES OF THE  
LAWNDALE CITY COUNCIL ADJOURNED MEETING  
June 25, 2018**

- A. **CALL TO ORDER AND ROLL CALL** – Mayor Pullen-Miles called the meeting to order at 6:30 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California. The City Council met concurrently with the governing board of the Successor Agency of the Lawndale Redevelopment Agency.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Daniel Reid, Councilmember Pat Kearney, Councilmember Bernadette Suarez  
Councilmembers Absent: Councilmember James H. Osborne  
Other Participants: City Clerk Rhonda Hofmann Gorman, City Manager Stephen N. Mandoki, City Attorney Tiffany J. Israel, Los Angeles County Sheriff's Department Lieutenant John Burcher, Finance Director Kenneth Louie, Community Development Director Sean Moore, and approximately 7 audience members

- B. **CEREMONIALS** – Mayor Pro Tem Reid led the flag salute and Ms. Doris Hofmann provided the inspiration

C. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA**

- Gary White wished all a happy and safe Fourth of July and inquired regarding the “No illegal fireworks” signs in the City.
- Pam London expressed concerns regarding the City’s citation policy for cars blocking resident driveways.
- Johnny London suggested City staff inspect an individual’s property maintenance standards prior to issuing any permits for parkway landscaping.

- D. **COMMENTS FROM COUNCIL** – City Council responded generally to public speaker comments.

E. **ADMINISTRATION**

**Purchasing Policy Update.** A staff report was given by Finance Director Ken Louie. Director Louie noted there are specific guidelines required for the City to participate in purchases utilizing Federal monies. The proposed resolution provides clarification and updated policies regarding Federal procurements, full and competitive bidding processes, and conflict of interest policies. A full review of the City’s purchasing policy will be presented to the City Council at a future agenda. At this time, staff is recommending adoption of the resolution to conform to Federal requirements.

**A motion by Councilmember Suarez was seconded by Mayor Pro Tem Reid to (1) adopt Resolution No. CC-1806-027 and (2) adopt the update to Council Policy No. 53-00 was carried by a vote of 4 – 0 (Councilmember Osborne absent).**

**Consideration of Purchase & Sales Agreement for Agency Owned Property Located at the Southwest Corner of Hawthorne and Manhattan Beach Boulevards.** A staff report was given by Community Development Director Sean Moore. Director Moore noted the history of the property, and stated there have been multiple attempts by the Agency to develop the property. Staff is proposing a shift in the strategy for the property by having the City purchase the site from the Successor Agency. The sale will be in conformance with Department of Finance requirements. This will provide the City addition time to consider various land-use

options for the site. The mobile home park relocation process will be completed by the Successor Agency and the purchase of the property will be presented to the Oversight Board at their June 27, 2018 meeting. Director Moore noted the various instruments, such as the purchase, escrow, and termination agreements, which will be used in the transaction.

Councilmember Kearney expressed concern with the delay by staff in bringing this option before the City Council and Successor Agency.

Councilmember Suarez inquired regarding the duration of the escrow and noted a typographical error within the document (Item No. 6). Director Moore confirmed the detailed procedure to commence the process were given to staff by the City Attorney, and provided specific processes for the closure of the mobile home park and the transfer of property.

**A motion by Councilmember Kearney was seconded by Mayor Pro Tem Reid to authorize the Purchase and Sale Agreement with the City for the Successor Agency-owned site located at Hawthorne and Manhattan Beach Boulevards and authorize the appropriation of funds necessary to acquire the property and carried by a vote of 4 – 0 (Councilmember Osborne absent).**

**F. ITEMS FROM COUNCILMEMBERS**

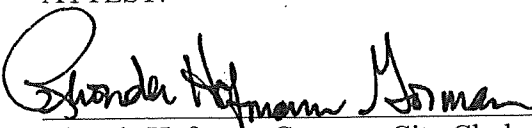
- Councilmember Kearney announced that he, members of the City Council, and other City staff attended the mandatory sexual harassment seminar required by State law for elected and appointed officials.
- Councilmember Suarez wished the community a happy and safe Fourth of July celebration.
- Mayor Pro Tem Reid attended a meeting at Leuzinger High School regarding the upcoming Los Angeles Olympics, the Health and Safety Fair, and wished the community a happy and safe Fourth of July celebration.
- Mayor Pullen-Miles announced that he attended a mandatory sexual harassment seminar required by State law for elected and appointed officials and wished the community a happy, safe, and sane Fourth of July celebration.

**G. ADJOURNMENT**

There being no further business to conduct, the Mayor adjourned the meeting at 6:51 p.m.

  
Robert Pullen-Miles, Mayor

ATTEST:

  
Rhonda Hofmann Gorman, City Clerk

Approved: 7/16/18

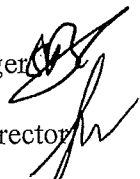


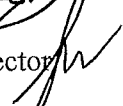
# SUCCESSOR AGENCY TO THE LAWDALE REDEVELOPMENT AGENCY/CITY COUNCIL

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DATE: June 25, 2018

TO: Honorable Chairman and Agency Members/  
Honorable Mayor and City Council

FROM: Stephen N. Mandoki, Executive Director/City Manager 

PREPARED BY: Sean M. Moore, AICP, Community Development Director 

SUBJECT: **CASE 18-24: CONSIDERATION OF PURCHASE & SALE AGREEMENT  
FOR AGENCY-OWNED PROPERTY LOCATED AT THE SOUTHWEST  
CORNER OF HAWTHORNE AND MANHATTAN BEACH  
BOULEVARDS BY THE CITY OF LAWDALE**

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## BACKGROUND

### Dissolution

The State Legislature approved AB 1484 in June of 2012 to improve the redevelopment agency dissolution process. AB 1484 established new procedures to dispose of the real estate owned by the now dissolved redevelopment agencies. Successor agencies were to create long range property management plans (LRPMPs) listing the property of the former redevelopment agency for the disposition of property.

The LRPMP for the Successor Agency to the Lawndale Redevelopment Agency was approved by the Oversight Board for the Successor Agency to the Lawndale Redevelopment Agency and then approved by the California Department of Finance (DOF) on June 18, 2014. The LRPMP listed the property located at the southwest corner of Hawthorne and Manhattan Beach Boulevards (Hawthorne/Manhattan Site) for disposition (See Attachment A).

### Site Characteristics

The Agency-owned property is approximately 59,744-square feet (1.372 acres of land). The Property is comprised of seven parcels and is irregular in shape. The property is zoned RC (Retail Commercial) and is located within the Hawthorne Boulevard Specific Plan Area. The site is primarily vacant, however; 13,440 square feet of the project site contains a mobile home park, which is in the process of being closed (See Attachment B).

### Disposition of the Property /Development of the Site

After several unsuccessful attempts by the Successor Agency to have the property developed, at this time staff is recommending the property be sold to the City, to allow the City to retain control of the property

which will allow the City to sell the property to a developer of the City's choosing for future development of the site. Most recently, the Successor Agency entered into Exclusive Negotiation Agreement (ENA's) with two different developers over the past two years which had not resulted in the intended results of seeing the site developed.

This recommendation is being made because another aspect of the disposition laws eliminates local oversight boards as of July 1, 2018 and replaces local oversight boards with county-wide oversight boards. Accordingly, in less than one week the Oversight Board for the Successor Agency to the Lawndale Redevelopment Agency will cease to exist and any decisions relative to the property will be subject to approval by the oversight board for Los Angeles County. As a result, the only option for the City to retain control of the disposition of the property is for the City to purchase the property now.

### STAFF REVIEW

Selling the property to the City offers several strategic advantages for the Agency. First, selling the property meets the requirements of the LRPMP and the California Department of Finance (See Attachment C). Second, selling the property will allow more flexibility for both the City and future potential buyer of the property for development. Lastly, selling the property will allow the City additional time to consider alternative land uses for the site.

Therefore, staff has drafted a purchase and sale agreement (PSA) between the Agency and the City for consideration and review (See Attachment D). The following are the key components of the PSA for the sale of the property to the City:

- **The closure of the Blue Bonnet Mobile Home Park (and relocation of tenants) will be completed by the Agency;**
- **The agreement is subject to final approval of the Oversight Board and DOF;**
- **Purchase price is \$1,998,000;**
- **Escrow deposit of \$5000 is required;**
- **There are standard termination procedures.**

If the Successor Agency authorizes the sale of the property to the City, and the City Council authorizes the purchase of the property, all transaction requirements are subject to the terms and conditions of the PSA.

### *Oversight Board*

The finalization and sale of the property to the City is subject to review and approval by the Oversight Board and DOF. The PSA is scheduled for consideration by the Oversight Board on June 27<sup>th</sup>, 2018.

### LEGAL REVIEW

The Purchase and Sale Agreement has been approved by the City Attorney and Agency Counsel.

### FUNDING

Funding for the purchase of \$1,998,000 for the acquisition of the property plus escrow costs will need to be appropriated from the City's General Fund Reserves. The land sale proceeds will be distributed

among the entitled taxing entities, including the City, such that the City will receive .0662 percent, or \$132,267.60, of the sales price.

RECOMMENDATION

Staff recommends that the Successor Agency and City Council authorize the Purchase and Sale Agreement with the City for the Successor Agency-owned site located at Hawthorne and Manhattan Beach Boulevards and that the City Council authorize the appropriation of funds necessary to acquire the property.

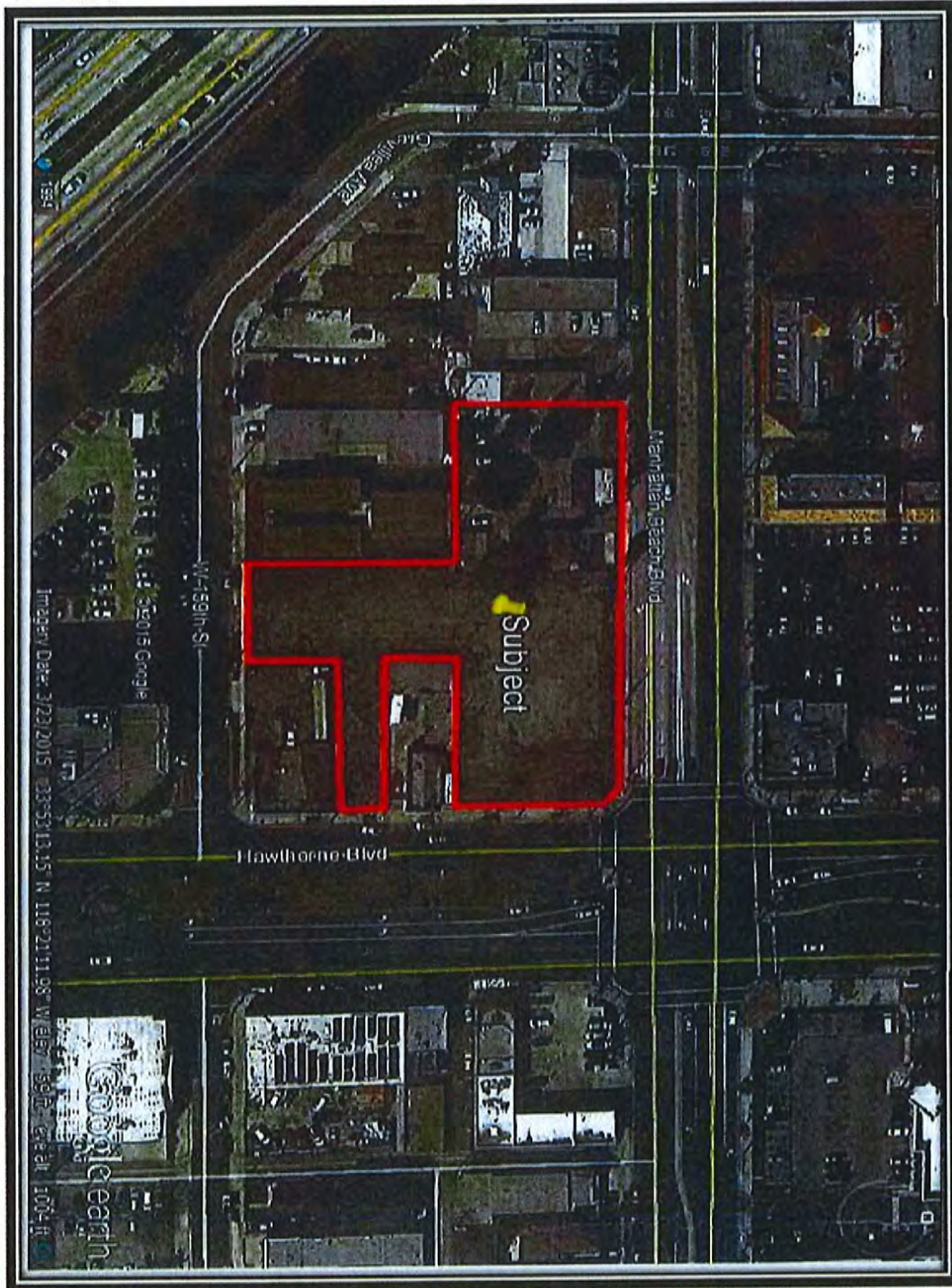
ATTACHMENTS:

- A. Vicinity Map
- B. Assessor's Parcel Map
- C. Lawndale Long Range Property Management Plan
- D. Purchase and Sale Agreement between Successor Agency and City of Lawndale

**ATTACHMENT A**

**VICINITY MAP**

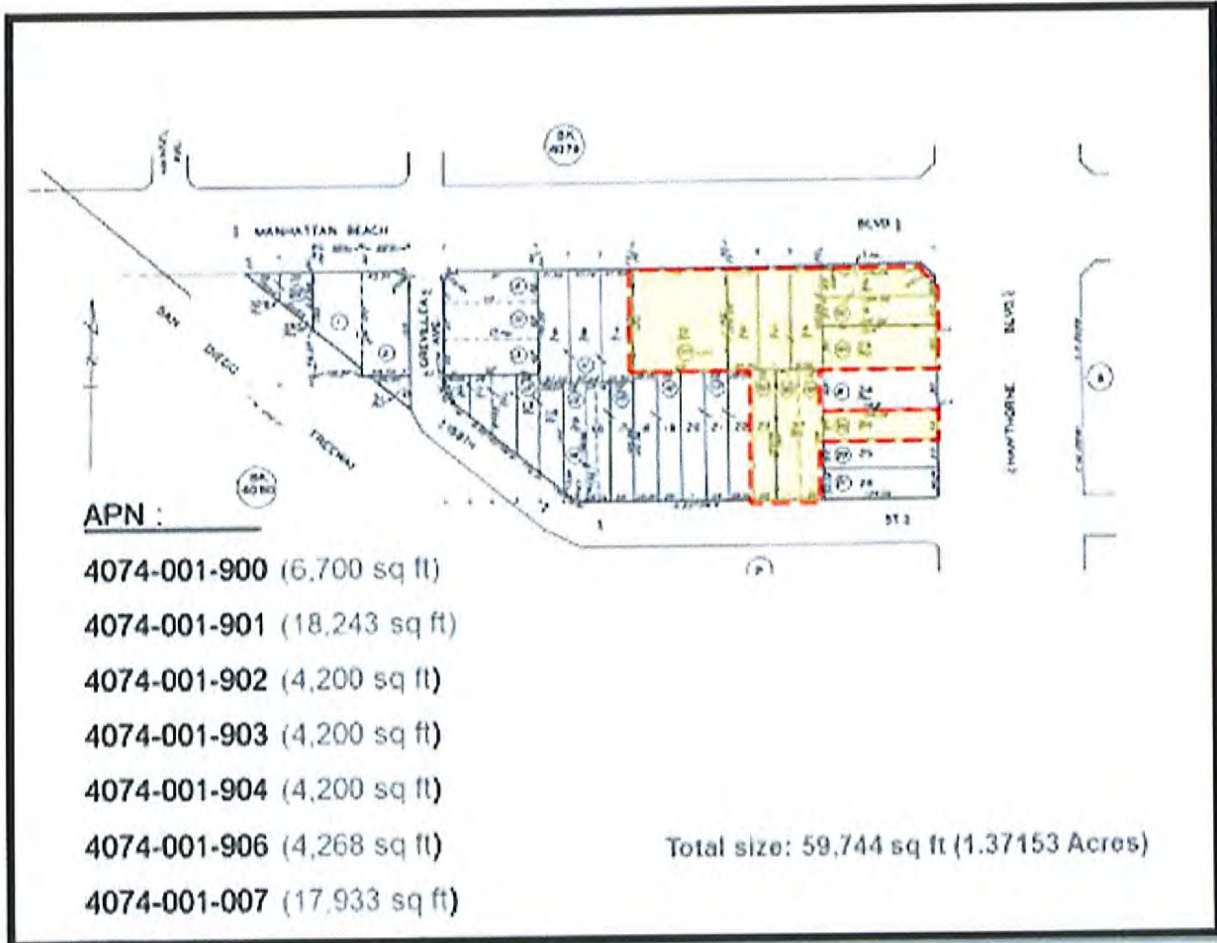
# VICINITY MAP





**ATTACHMENT B**

**ASSESSOR'S PARCEL MAP**



**ATTACHMENT C**

**LAWNDALE LONG RANGE PROPERTY MANAGEMENT PLAN**

# Lawndale Successor Agency

## Long Range Property Management Plan



July 15, 2013

Long Range Property Management Plan  
Lawndale Successor Agency

**INTRODUCTION**

On June 27, 2012, Governor Brown signed into law Assembly Bill 1484 (AB 1484), a budget trailer bill that makes substantial changes to the redevelopment agency dissolution process implemented by AB 1x26. One of the key components of AB 1484 is the requirement that all successor agencies develop a long-range property management plan that governs the disposition and use of the former redevelopment agency property. This document is the Long Range Property Management Plan for the Lawndale Successor Agency.

**SUMMARY OF PROPERTIES OWNED BY THE SUCCESSOR AGENCY  
INCLUDING LOT SIZE, PARCEL DATA, ZONING, AND ADDRESSES**

There are three (3) properties which were owned and controlled by the now dissolved Redevelopment Agency. They include the following:

1. Address: 15801, 15811 & 15821 Hawthorne Blvd., Lawndale, CA 90260  
4432 Manhattan Beach Blvd., Lawndale, CA 90260  
APN: 4074-001-900, 903, 904, & 906 / 4078-007-003  
Size: 60,034 square feet  
Zoned: Office Commercial

The site that consists of vacant land and a 5-tenant mobile home park. Prior to the end of redevelopment agencies, the former Lawndale Redevelopment Agency had been working with a developer on a retail, restaurant, and commercial development proposal.

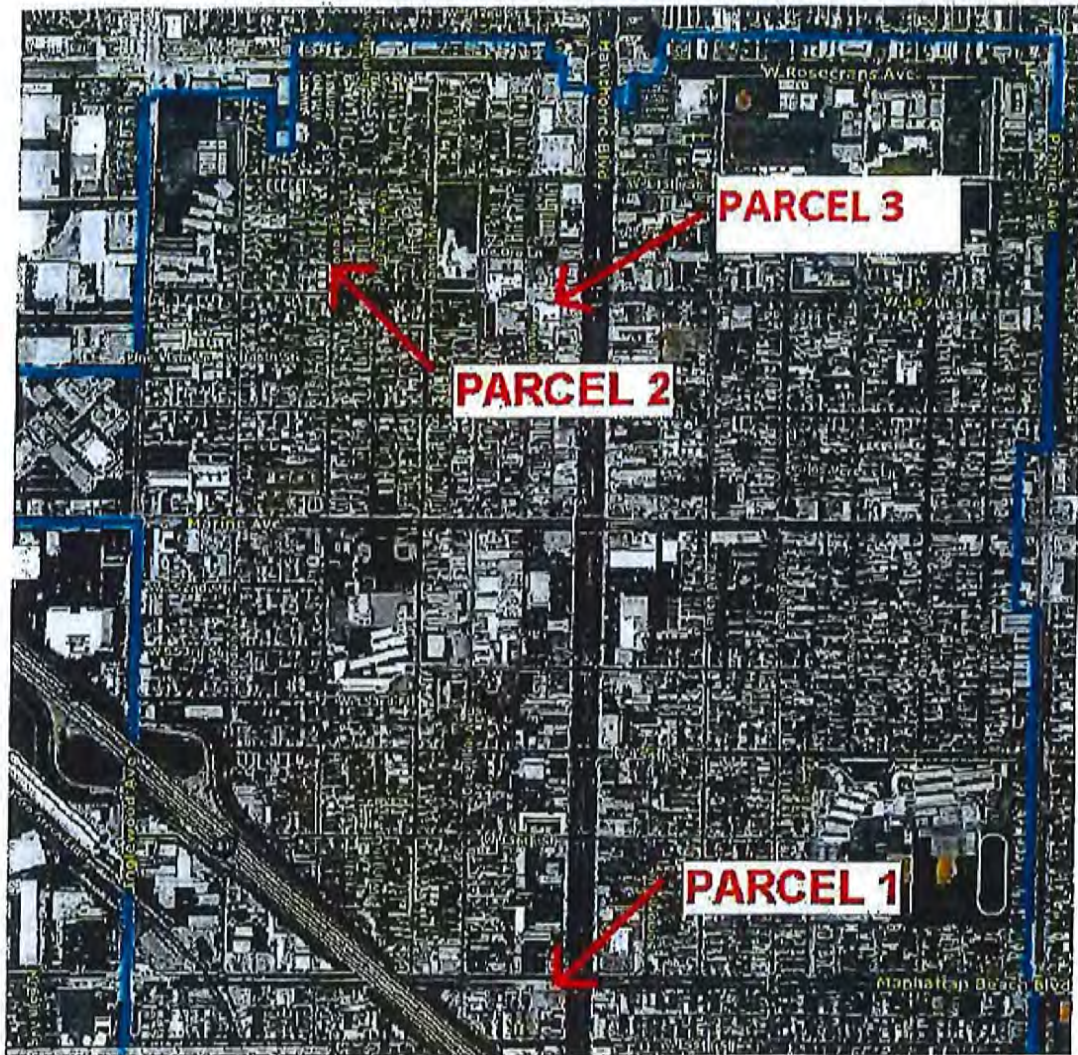
2. Address: 14611 Firmona Avenue, Lawndale, CA 90260  
APN: 4078-006-900  
Size: 4,479 square feet  
Zoned: R-2 (Multi-Family Residential)

The site consists of a single-family residence located in a multi-residential zone. Prior to the end of redevelopment agencies, this vacant residential unit was to be rehabilitated as an affordable housing unit.

3. Address: 14700 Burin Avenue, Lawndale, CA 90260  
APN: 4078-024-4908  
Size: 26,862 square feet  
Zoned: I (Institutional Use)

The site consists of the Lawndale Community Center located in a Governmental Use zone. Prior to the end of redevelopment agencies, this site was already in construction and nearing completion.

The three properties are identified in the below aerial map;



## Parcel #1



### **DATE OF ACQUISITION AND ITS VALUE AT THAT TIME, AND AN ESTIMATE OF CURRENT VALUE, INCLUDING APPRAISAL INFORMATION**

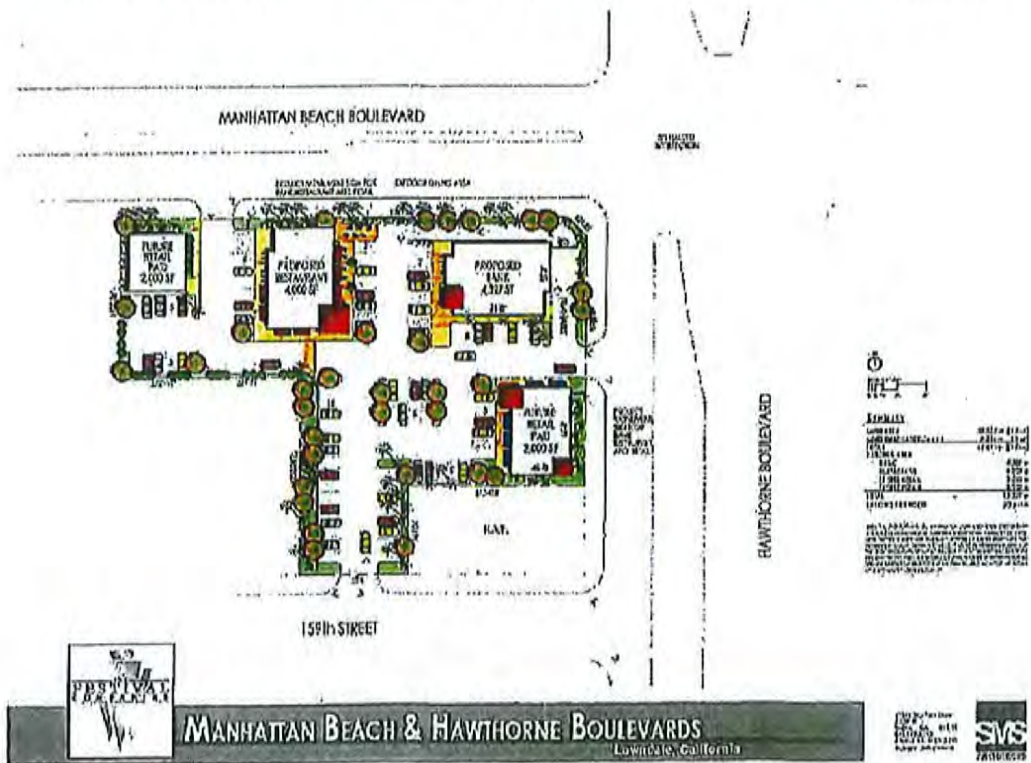
Parcel #1 was purchased over several years. 15801 & 15811 Hawthorne Boulevard (APN: 4074-001-900, 903, 904, & 906) was purchased on February 27, 2001 for \$1,100,000, 15821 Hawthorne Boulevard (APN: 4074-001-006) was purchased on April 30, 2002 for \$160,000, and 4432 Manhattan Beach Boulevard (APN: 4078-007-003) was purchased on April 14, 2010 for \$1,000,000. As the sites became available for sale, the former redevelopment agency purchased the sites in order to assemble the separate parcels into a larger contiguous site that would be more attractive to retail and commercial development. The combined properties provide approximately 60,034 square feet of developable land at a very visible and high traffic intersection in the middle of the City of Lawndale.

An updated appraisal was conducted for APN: 4074-001-900, 903, 904, 906 & 006 on December 8, 2006. The estimated value was determined to be \$1,560,000. An appraisal for the acquisition of 4078-007-003 was conducted in December of 2008. The estimated value was \$1,000,000. As of the date of this report, given that commercial real estate values have declined since 2006 & 2008 and have only slightly risen since approximately

2012, the current value of the sites are estimated downward. Staff spoke informally with an appraiser that specializes in commercial real estate and estimated that the vacant land parcels of APN: 4074-001-900, 903, 904, & 006 have reduced in value since 2006 by approximately 20% to \$1,248,000. The appraiser also informally estimated a current value of APN: 4078-007-003 to have reduced in value since 2011 by approximately 25% to \$750,000 due to a combination of lower land value and higher relocation costs for tenants (increase in rental rates).

**PURPOSE FOR WHICH THE PROPERTY WAS ACQUIRED**

The properties were purchased for economic development to pursue the assemblage of a large parcel that would be attractive to retail and commercial establishments. The size of such establishments would require larger building space and customer parking lots than what the individual parcels could provide by themselves. A portion of this site (Vacant Land) was initially purchased to create a site for a car dealership in 2002. The car dealership project ended before acquisition of the entire site was complete and the Lawndale Redevelopment Agency was left with an irregular site that was not correctly configured for the needs of retail or office users. In 2009, the Redevelopment Agency was offered the opportunity to purchase a mobile home park adjacent to its existing property. The Redevelopment Agency acquired the mobile home park, perhaps better described as a trailer court, in December of 2009. Prior to the end of redevelopment the Agency marketed the combined site for retail development and was negotiating a disposition and development agreement with a developer of small shopping centers.





## **ESTIMATE OF LEASE, RENTAL OR OTHER REVENUES GENERATED BY THE PROPERTY AND DESCRIPTION OF CONTRACTUAL REQUIREMENTS**

Approximately 42,112 square feet of the parcel is vacant land. The mobile home park consists of approximately 17,922 square feet. The park currently hosts five (5) tenants on a month-to-month basis. The tenants are generally low income and have very low lease rates in comparison to the surrounding area. The total income generated by the park is approximately \$3,700 per month. Rents are retained by the mobile home park management firm and placed in an operating reserve to be used for maintenance, major repairs, and other administrative expenses. The operation of mobile home parks are strictly enforced by the State of California and certain standards must be met and maintained in a timely matter. Local government staff are not normally trained for such activities and rely on outside assistance. The rents are used to pay a 3<sup>rd</sup> party management firm, site maintenance activities, and for future relocation costs of the tenants should the site be developed.

The cost of maintaining the aging mobile home park is often unpredictable. During the time that the Redevelopment Agency has owned the park it has had to make extensive repairs to the common area washroom and restrooms, remove and demolish coaches abandoned by tenants, repair damages caused by an automobile crashing into the park, and address an infestation of feral cats.

## **HISTORY OF ENVIRONMENTAL CONTAMINATION OR REMEDIATION EFFORTS**

There is no known history of environmental contamination of this site.

## **A DESCRIPTION OF THE PROPERTY'S POTENTIAL FOR TRANSIT-ORIENTED DEVELOPMENT AND THE ADVANCEMENT OF THE PLANNING OBJECTIVES OF THE SUCCESSOR AGENCY**

The State of California supports through grants and other incentives the development of Transit Oriented Development (TOD) near major transportation stations. The City of Lawndale supports this goal and is currently undertaking the preparation of study whose objective is a new TOD zoning ordinance for Lawndale. Unfortunately, the site is located 1.5 miles from the nearest transit hub, the Marine Avenue Green Line Station.

State of California incentives seek to promote mixed use development on infill sites because such development types promote the use of transit and reduce the use of automobiles. Though the site is well beyond walking distance to a major transit station, it could accommodate development similar to TOD concepts. The site was previously developed (infill site), is located on a major transportation corridor, and the site's zoning allows for mixed use development. The first development proposals received for the site in 2005 included mixed use concepts. However, the subsequent decline of the housing

market caused developers to revise their proposals to eliminate the housing component. It is possible that future strengthening of the housing market could make mixed use development once again feasible.

The use of this property for retail and commercial development is in line with the City's General Plan, Hawthorne Boulevard Specific Plan, and the former Redevelopment Agency's 5-Year Implementation Plan. Although the site is approximately 1.5 miles from the Green Line Metro Station, there are potential opportunities for bus and bicycle transit type stations. Currently, there are three (3) daily transit bus stops located at the intersection of Hawthorne and Manhattan Beach Boulevards. The stops are approximately within 300 feet of the site.

### **HISTORY OF PREVIOUS DEVELOPMENT PROPOSALS**

Since 2008, the Lawndale Redevelopment Agency has been in exclusive negotiations with a developer regarding the site. The developer had provided a number of proposals consisting of a combination of retail, commercial, and restaurant establishments. However, prior to moving forward with a proposed disposition and development agreement, the commercial market started to change and ultimately began a downward spiral before leveling off in 2012 after the end of redevelopment.

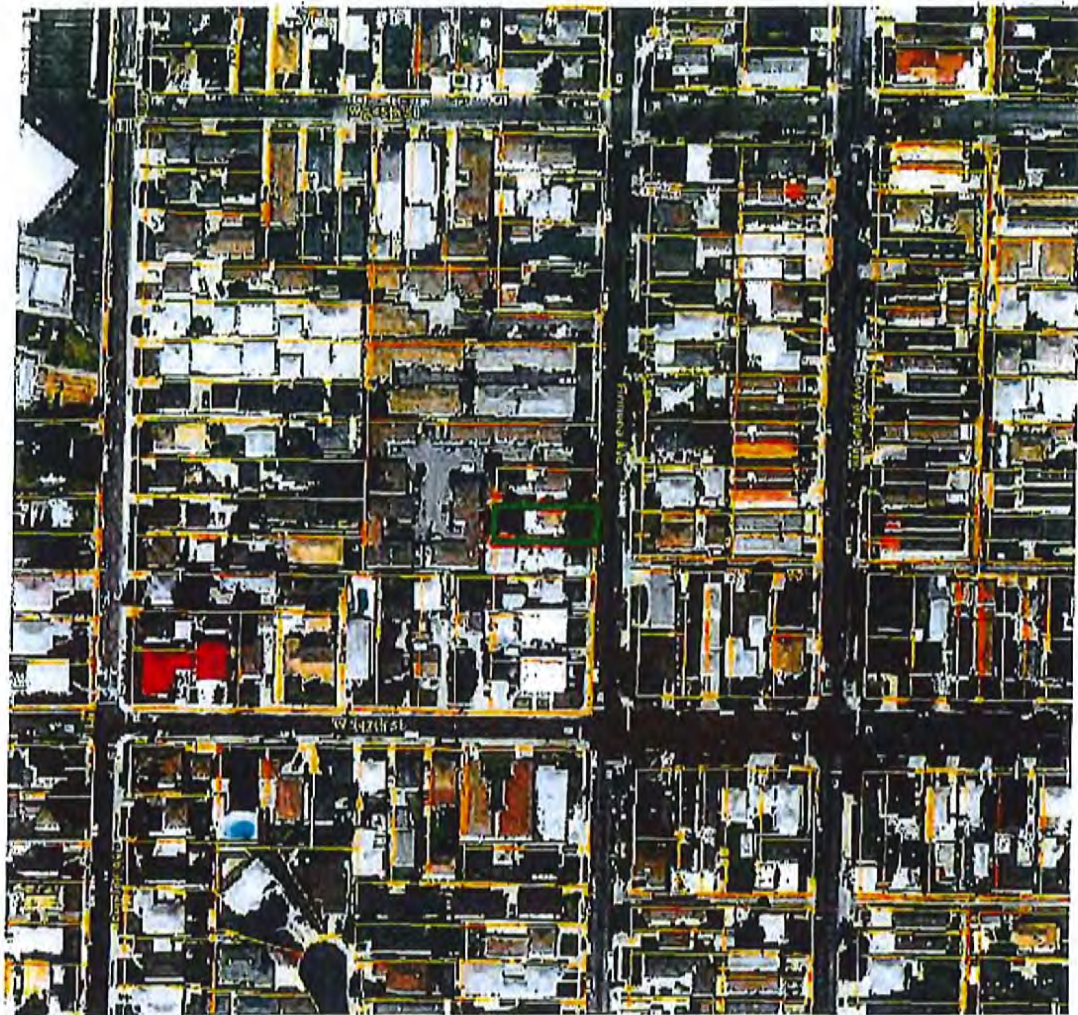
### **USE OR DISPOSITION**

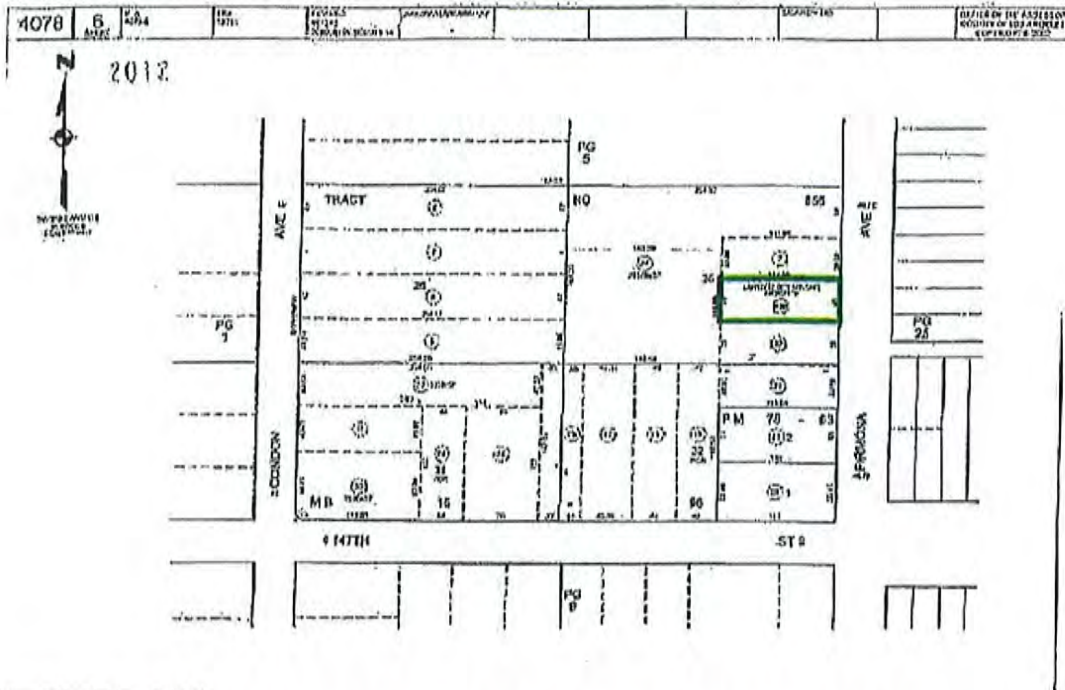
The intended use of this property is retention for future development by the City of Lawndale. The use of the site is described in the Lawndale Redevelopment Agency's 2009-2015 Implementation Plan. Chapter XI Proposed Implementation Activities describes the projects that the Agency intended to undertake during the five year period. The intended use of the subject site is described as follows in B (2) of Chapter XI follows:

*"Development of Agency owned land at the intersection of Hawthorne and Manhattan Beach Boulevards, through a public-private partnership, into a vibrant life-style center that will act as a catalyst to spark the market confidence to attract private investment in the surrounding area."*

HSC Section 34181 states that property to be used for a project identified in an approved redevelopment plan is to be transferred to the City. It is the intention of the City of Lawndale to seek development proposals for a retail development on this site as specified in the Redevelopment Agency's 2009-2015 Implementation Plan. The City believes that a retail development will provide the greatest long term financial benefit to the residents of Lawndale, the City of Lawndale, and the other taxing entities by increasing neighborhood property values and generating sales tax.

Parcel #2





**DATE OF ACQUISITION AND ITS VALUE AT THAT TIME, AND AN ESTIMATE OF CURRENT VALUE, INCLUDING APPRAISAL INFORMATION**

Parcel #2 was purchased on July 27, 2011 for \$255,000. The city entered into an agreement with Habitat for Humanity to acquire and purchase sites within the City of Lawndale for affordable housing projects. The Agency does not have a copy of the appraisal that was conducted by Habitat for Humanity. Using the actual purchase price, a certified MAI appraiser estimated the current value of the site as the previous purchase price. Although prices did reduce in value since the purchase date, prices have also slightly increased more recently to maintain the value at \$255,000.

**PURPOSE FOR WHICH THE PROPERTY WAS ACQUIRED**

The property was purchased for affordable housing purposes. It was the intention of the Redevelopment Agency to undertake a substantial rehabilitation of the unit and then deed restrict it for occupancy by a low or moderate income household.

**ESTIMATE OF LEASE, RENTAL OR OTHER REVENUES GENERATED BY THE PROPERTY AND DESCRIPTION OF CONTRACTUAL REQUIREMENTS**

The property is currently vacant and generates no revenues.

**HISTORY OF ENVIRONMENTAL CONTAMINATION OR REMEDIATION EFFORTS**

There is no known history of environmental contamination of this site.

### **A DESCRIPTION OF THE PROPERTY'S POTENTIAL FOR TRANSIT-ORIENTED DEVELOPMENT AND THE ADVANCEMENT OF THE PLANNING OBJECTIVES OF THE SUCCESSOR AGENCY**

Parcel #2 is located in a residential neighborhood surrounded by other single-family and multi-family residential units. Transit Oriented Development would not be ideally located in this area. The zoning does not allow mixed use development and the parcel is not located near a transit station.

### **HISTORY OF PREVIOUS DEVELOPMENT PROPOSALS**

This site was purchased as part of an agreement with Habitat for Humanity to acquire and rehabilitate affordable housing units in a "turn-key" manner.

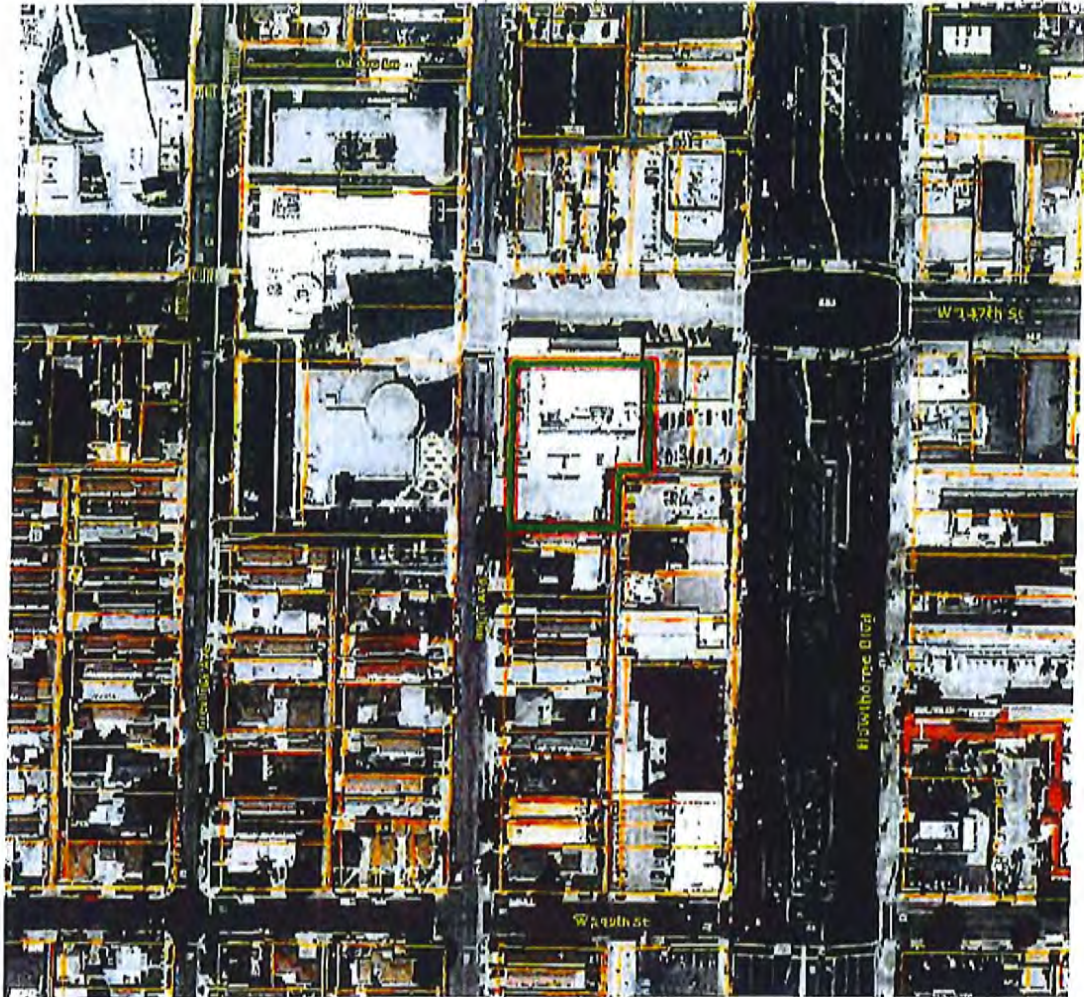
### **USE OR DISPOSITION**

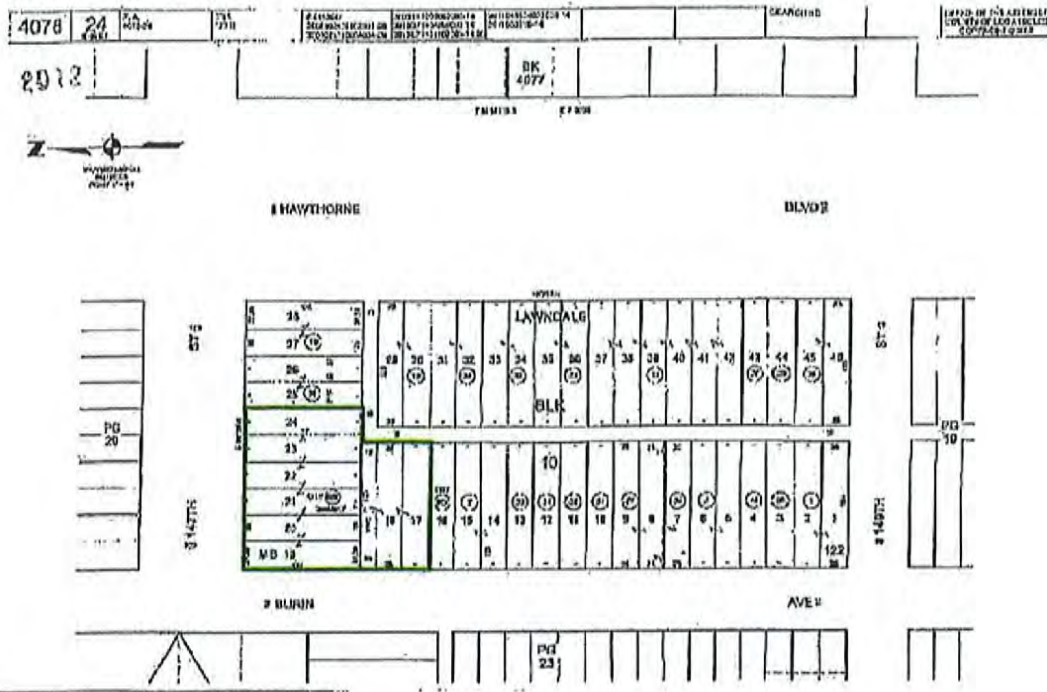
The intended use of this property is retention by the City of Lawndale for future development. The site was purchased as part of the Redevelopment Agency's acquisition and rehabilitation program. That program is described in the Lawndale Redevelopment Agency's 2009-2015 Implementation Plan. The Implementation Plan contains "Chapter XI Proposed Implementation Activities" which describes the projects that the Agency intended to undertake during the five year period. The acquisition and rehabilitation project is described in D (2) as follows:

*"The Agency will operate an acquisition and rehabilitation program in partnership with Habitat for Humanity whereby affordable units will be created through the substantial rehabilitation of existing homes."*

Section 34181 states that property to be used for a project identified in an approved redevelopment plan is to be transferred to the City. It is the intention of the City of Lawndale to undertake a substantial rehabilitation of the housing unit and deed restrict it for occupancy by a low or moderate income household as specified in the Redevelopment Agency's 2009-2015 Implementation Plan.

Parcel #3





**DATE OF ACQUISITION AND ITS VALUE AT THAT TIME, AND AN ESTIMATE OF CURRENT VALUE, INCLUDING APPRAISAL INFORMATION**

Parcel #3 was purchased over several years. Easterly portion of the site containing approximately 6,250 square feet was purchased in March 2002 for \$292,000. The Westerly portion of the site, including an alley way and a former residential unit to the South were used for staff offices and initially purchased or decided by the City of Lawndale and sold to the former Redevelopment Agency in 2010 for \$920,000. Subsequently an additional residential parcel located to the south was purchased in 2011 for \$425,000. No appraisal of the site was conducted after the completion of the Lawndale Community Center in 2012. City staff estimates the value using the replacement cost method at approximately \$12,000,000 which was derived from actual construction costs and land value. However, staff has determined that the market value of the site is \$0 as a result of the following restrictions placed on the use of the site by the Lawndale Zoning Code, the federal government, and the County of Los Angeles:

- The Lawndale Community Center site is zoned for Institutional use and therefore can only be used for school and government facilities.
- The Lawndale Community Center was constructed using the proceeds of a tax exempt bond issue. The bond covenants would prevent the use of the property for a nonpublic use as it would endanger the tax deductability of the bonds.
- The construction of the Lawndale Community Center was funded in part with federal grants from the U.S. Department of Housing and Urban Development which restrict the use of the site to a Community Center.

- The construction of the Lawndale Community Center was funded in part with recreation grants from Los Angeles County which specify that the site must remain open to the public and used for public recreation.

The Community Center is used for administrative offices for parks and recreation staff and contains rooms used for public recreation. Occasionally, rooms are rented for private parties. The cost of operating and maintaining the Community Center far exceeds the small amount of rental income it generates. If an income approach were used to determine the value of the community center the value would be negative.

After using the three valuation methods, the Successor Agency believes that the value of the building is zero as a result of the many restrictions placed on its use,

#### **PURPOSE FOR WHICH THE PROPERTY WAS ACQUIRED**

The property was purchased for a community center facility. The Lawndale Community Center was built to provide a recreation center facility and administrative offices for the City's Community Services Department.

#### **ESTIMATE OF LEASE, RENTAL OR OTHER REVENUES GENERATED BY THE PROPERTY AND DESCRIPTION OF CONTRACTUAL REQUIREMENTS**

The Community Center is used for administrative offices for parks and recreation staff and contains rooms used public recreation. Occasionally, rooms are rented for private parties. The cost of operating and maintaining the Community Center far exceeds the small amount of rental income it generates.

#### **HISTORY OF ENVIRONMENTAL CONTAMINATION OR REMEDIATION EFFORTS**

There is no known history of environmental contamination of this site.

#### **A DESCRIPTION OF THE PROPERTY'S POTENTIAL FOR TRANSIT-ORIENTED DEVELOPMENT AND THE ADVANCEMENT OF THE PLANNING OBJECTIVES OF THE SUCCESSOR AGENCY**

There is no potential for Transit-Oriented Development at this site as it is fully developed as a community center.

#### **HISTORY OF PREVIOUS DEVELOPMENT PROPOSALS**

This site was purchased specifically for a community center and no other proposals were sought.

#### **USE OR DISPOSITION**



The intended use of this property is retention by the City of Lawndale for a governmental use as a recreational community center. The Lawndale Community Center is currently being used as a public recreation facility and the administrative offices for the Community Services Department (parks and recreation).

During their existence, redevelopment agencies constructed recreation facilities to serve redevelopment project areas. Community Redevelopment Law authorized the expenditure of redevelopment funds for construction of recreation facilities but prohibited the use of redevelopment funds for operation of such facilities. Since a redevelopment agency could not operate a recreation facility, agencies commonly transferred the facilities after completion to a local government agency. In March of 2011, the Lawndale Redevelopment Agency transferred the completed Lawndale Community Center to the City of Lawndale at no cost.

The continued use of this site as a Community Center is consistent with several redevelopment plans adopted by the Lawndale Redevelopment Agency. The Lawndale Redevelopment Agency adopted a redevelopment plan for its only redevelopment project area in 1999. The 1999 Redevelopment Plan contains an "Exhibit C Public Facilities and Infrastructure Improvements Projects. Exhibit C lists, among other-needed improvements, to be provided by the Redevelopment Agency a "Community Center" and a "Community Plaza on Burin Avenue." A community plaza was constructed on Burin Avenue as part of the development of the Lawndale Community Center.

A later plan, the Lawndale Redevelopment Agency's 2009-2015 Implementation Plan also lists a community center as a needed public improvement to be provided by the Redevelopment Agency. In 2009, Redevelopment Bonds specifically to fund the construction of a community center and other infrastructure projects.

Section 34181 states that property to be used for a governmental use is to be transferred to the City. It is the intention of the City of Lawndale to maintain the Lawndale Community Center for recreational purposes and to house the City's Community Services Department staff.

Successor Agency:  
County:

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

HSC-34191.5 (c)(2)		HSC-34191.5 (c)(3)(A)					
No.	Property Type	Permissible Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis
1	Vacant Land & Mobile Home Park.	Retention of Property for Future Development	The 2009-2015 Redevelopment Implementation Plan states that the site is to be used for future development of a retail shopping center.	15601 & 15811 Hawthorne Blvd. - February 27, 2001 / 15921 Hawthorne Blvd. - April 30, 2002 / 4432 Manhattan Beach Blvd. (Mobile Home Park) - April 14, 2010	\$2,260,000	\$1,995,000	The following was based on discussions from a certified MAI appraiser: 20% reduction on 42,112 square feet of vacant land since the last appraisal conducted in December 2006. 25% reduction on 17,922 square feet of mobile home park space since last appraisal conducted in December 2008.
2	Single Family Residence	Retention of Property for Future Development	The 2009-2015 Redevelopment Implementation Plan described an acquisition and rehabilitation program to create affordable housing. This site was purchased for this program.	July 27, 2011	\$255,000	\$255,000	The following was based on discussions from a certified MAI appraiser. Value remains the same as when purchased. The city contracted with Habitat for Humanity for the purchase and acquisition of the site. There was no recent appraisal conducted.
3	Community Center	Retention of Property for Governmental Use	The Lawndale Community Center was built to provide a recreational community center facility and administrative offices for the City's Community Services Department	4415, 4420, 4422 147th Street - March 14, 2002 / 14718 Burn Ave. - July 7, 2008 / 14700 Burn Ave. - December 7, 2009	\$1,637,000	\$0	The bond proceeds used in the development of this facility restrict the use of the building for recreational community services purposes and the zoning for this land is restricted to institutional. The building on this site does not meet parking requirements alone and would require the additional parking provided by the Lawndale City Hall. Two federal and one county grant restrict the use to a community center facility or recreation. There is no private marketability for this site.

SALE OF PROPERTY		HSC 34191.5 (C)(1)(B)		HSC 34191.5 (C)(1)(C)			
Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning
July 1, 2013	\$1,750,000	June 30, 2015	Economic Development - To pursue the development of a retail, restaurant, and commercial site	15801, 15811, and 15821 Hawthorne Boulevard (Vacant Land) / 4432 Manhattan Beach Boulevard (Mobile Home Park)	4074-001-900, 902, 903, 904 & 906 (Vacant Land) / 4074-001-006 (Mobile Home Park)	Approximately 80,034 Square Feet	Office Commercial
July 1, 2013	\$250,000	June 30, 2014	Affordable Housing - Substantial rehabilitation of a dilapidated housing unit	14611 Firmosa Avenue	4078-005-900	Approximately 4,479 Square Feet	Multi-Residential
July 1, 2013	None	None	Recreational facility for youth and seniors and to house administrative staff.	14700 Burin Avenue	4078-024-808	Approximately 26,862 Square Feet	Institutional

HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)	HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)	HSC 34191.5 (c)(1)(H)	
Estimate of Current Parcel Value	Estimate of Income/Revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit-oriented development	Advancement of planning objectives of the successor agency	History of previous development proposals and activity
\$1,998,000	\$3,700	None	The site is approximately 1.5 miles from a metro transit station and nearby 3 daily bus stops. Although the site is not ideal for a transit rail line station, there are opportunities for bus and bicycle transit type stations.	The planning objectives is to assist the development of the site into one that meets the City's General Plan, Hawthorne Specific Plan, and former Redevelopment Agency 5-Year Implementation Plan.	The former Redevelopment Agency has been working with a developer and has received proposals for a retail and commercial establishment site. The proposals have included restaurants, a bank, a grocery store, a life-style center, and smaller retail establishments.
\$255,000	None	None	The site is located in a residential neighborhood and is not an ideal site for transit-oriented development.	The planning objective is to assist the development of the site into an affordable housing development site.	Acquired as a part of a partnership with Habitat for Humanity to rehabilitate units for affordable housing.
\$0	None	None	None	The planning objective is to maintain the facility for recreational purposes and fulfill the bond requirements	None

**ATTACHMENT D**

**PURCHASE AND SALE AGREEMENT**

## PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”), is made as of June 25, 2018 (“**Agreement Date**”) is by and between the **SUCCESSOR AGENCY TO THE LAWDALE REDEVELOPMENT AGENCY OF THE CITY OF LAWDALE**, a public body, corporate and politic (“**Seller**”), and the **CITY OF LAWDALE**, a general law City (“**Purchaser**”) and is effective as of the Effective Date (as defined in Section 2.1).

### RECITALS

A. Purchaser own real property located at 15801, 15811 and 15821 Hawthorne Boulevard and 4432 Manhattan Beach Boulevard (collectively, “**Property**”) in the City of Lawndale, Los Angeles County (“**County**”), California. The Property is described as Assessor’s Parcel Numbers 4074-001-900, -901, -902, -903, -904 and -906, and -907 and is more particularly described in Exhibit A attached hereto.

B. The Property was originally acquired by the Lawndale Redevelopment Agency. However, following the dissolution of redevelopment agencies and pursuant to California law in 2011, Seller became the successor in interest to the Property.

C. Dissolution laws established a process for asset management/disposition/transfers, which include preparation and approval of a Long Range Property Management Plan (“**PMP**”) by the successor agency to each dissolved redevelopment agency, the oversight board for the successor agency and the State Department of Finance (“**DOF**”).

D. On June 18, 2014, Seller received approval of its PM from the DOF. The LRPMP identifies the permissible use of the Property as “Sale of Property”. Nevertheless, once the Seller approves an agreement to sell the Property, the agreement must be ratified by the Seller’s Oversight Board and the DOF.

E. Seller desires to sell, and Purchaser desires to purchase, the Property (as defined below), all in accordance with the terms set forth below.

### TERMS & CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Purchaser agree as follows:

#### 1. Purchase and Sale of Property.

**1.1 Property.** Pursuant to the terms and subject to the conditions set forth in this Agreement (including the Recitals which are incorporated herein), Purchaser hereby agrees to purchase from Seller, and Seller agrees to sell to Purchaser the Property and the Personal Property (defined below).

**1.2 Mobile Home Park Closure and Tenant Relocation.** The Seller is undertaking the closure of the Blue Bonnet Mobile Home Park (“**Park**”), which is located on a portion of the property at 4432 Manhattan Beach Boulevard. As part of the Park closure, the Seller shall negotiate and compensate (if necessary), the removal and relocation of the tenants in possession in the Park so that the Park property can be delivered to the Purchaser free and clear of all tenancies at the Seller’s sole cost and expense.

**1.3 Park Tenants.** The Seller represents that the Park includes three (3) tenants, 2 in one single family home and one in a coach and that each of the units is being used as a residence only and that no other people or businesses occupy the Property or were occupying the Property at any time subsequent to Seller and Purchaser’s commencement of negotiations for the sale of the Property. The tenant in the coach owns the coach he resides in. Seller owns the house.

Seller warrants that there are no other tenants or written or oral leases on all or any portion of the Property and Seller further agrees to hold Purchaser harmless and reimburse Purchaser for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any undisclosed lease or other grant of interest in Property held by any undisclosed tenant of Seller.

## **2. Effective Date; Opening of Escrow.**

**2.1 Effective Date.** This Agreement shall be effective (“**Effective Date**”) on the last to occur of: (i) approval by the Successor Agency Board on behalf of Seller; (ii) approval by the Oversight Board; and (iii) approval by the DOF or expiration of the time in which DOF may question this Agreement.

**2.2 Opening of Escrow.** Within three (3) business days of the Effective Date, Purchaser shall open an escrow (“**Escrow**”) with Madrona Park Escrow, Inc. (“**Escrow Holder**”), located at , 23868 Hawthorne Blvd., Ste. 101, Torrance, CA 90505, telephone (310)791-5050 by causing a copy of the executed Agreement to be delivered to Escrow Holder. Upon receipt, Escrow Holder is hereby instructed to execute the Escrow Acceptance & Agreement on the signature page hereof after inserting (i) the date Escrow is opened (“**Opening of Escrow**”), and (ii) the Escrow number, and thereafter return a copy of the fully executed and completed Agreement to Purchaser and Seller, respectively.

**2.3 Authority to Execute Extensions.** The Executive Director of Seller shall have the authority to execute extensions of time periods on behalf of Seller. The City Manager of the City shall have the authority to execute extensions of time periods on behalf of Purchaser.

## **3. Purchase Price.**

**3.1 Purchase Price.** The purchase price for both the Property is One Million Nine Hundred Ninety-Eight Thousand Dollars (\$1,998,000) (“**Purchase Price**”).

**3.2 Payment of Purchase Price.** The Purchase Price shall be paid as follows:

- i. **Deposit.** Within three (3) days of the Effective Date, Purchaser shall deposit the sum of Five Thousand Dollars (\$5,000) (“**Deposit**”) with the Escrow Holder, to be held in Escrow for the benefit of the parties

and applied against the Purchase Price at Closing or refunded or forfeited in accordance with the terms of this Agreement.

- ii. **Balance.** The balance of the Purchase Price shall be deposited by Purchaser in Good Funds not less than one (1) business day prior to the Closing.

**3.3 Good Funds.** All funds deposited into Escrow shall be in “**Good Funds**” which means a wire transfer of funds, cashier’s or certified check drawn on or issued by the offices of a financial institution located in the State of California.

**4. Closing Deliveries to Escrow Holder.**

**4.1 By Seller.** Seller covenants and agrees to deliver or cause to be delivered to Escrow Holder within one (1) business day prior to the Closing Date the following instruments, documents and funds, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Purchaser.

a. **Deed.** A Grant Deed executed and acknowledged by Seller to the Property to Purchaser in the form set forth as Exhibit B attached hereto (“**Deed**”).

b. **Non-Foreign Certification.** A Transferor’s Certification of Non-Foreign Status (“**FIRPTA Certificate**”), duly executed by Seller under penalty of perjury upon the terms set forth therein, setting forth Seller’s address and federal tax identification number and certifying that Seller is a “United States Person” and that Seller is not a “foreign person” in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

c. **Closing Statement.** An executed settlement statement reflecting the pro-rations and adjustments in accordance with Section 10.

d. **Closing Documents.** Any additional tax forms, recordation forms, 1099s or other documents as may be reasonably required by the Escrow Holder or the Title Company to consummate the transaction contemplated by this Agreement.

**4.2 By Purchaser.** Purchaser hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder within one (1) business day prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Seller:

a. **Purchase Price.** The balance of the Purchase Price and any additional required funds all in Good Funds.

b. **Preliminary Change of Ownership Statement.** A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.

c. **Closing Documents.** Any additional tax forms, recordation forms, or other documents as may be reasonably required by the Escrow Holder or the Title Company to consummate the transaction contemplated by this Agreement.



**4.3 Additional Closing Items.** Each party shall also execute and deliver to the Escrow Holder such documents, certificates and instruments as may customarily be required in transactions of this type. The items required to be submitted to the Escrow Holder pursuant to this Section 4 are referred to herein collectively as the “**Closing Items**”.

**5. Title.**

**5.1 Title Approval.** Within five (5) days of the Opening of Escrow, Seller shall deliver to Purchaser and Escrow, at Seller’s own cost and expense, a preliminary title commitment for an ALTA non-extended owner’s policy of title insurance with standard exceptions (“**Title Insurance Commitment**”) issued by Lawyers Title Company (“**Title Company**”) including hyperlinks to or copies of all documents shown in the commitment as affecting title (“**Title Documents**”) and a plotting of any easements on the Property. If Purchaser requires any endorsements to the Title Policy, or if Purchaser requires an extended coverage ALTA owner’s policy of title insurance (“**Extended ALTA**”) or a binder in lieu of a policy of title insurance, then Purchaser shall make such election in a timely manner so as to not interfere with or delay Closing and pay the additional cost of obtaining any endorsements or such Extended ALTA policy or binder, including, without limitation, timely obtaining a survey at its sole cost and expense. Seller shall execute and deliver to the Title Company an Owner’s Affidavit and such other documentation as may be reasonably required by the Title Company to issue the Title Policy.

Purchaser shall have ten (10) days from receipt of the Title Insurance Commitment and Title Documents to inspect the state of the title and matters affecting title, and to object to the matters shown thereby (“**Title Objection Notice**”). Failure to provide the Title Objection Notice in writing within the above period shall constitute Purchaser’s objection to all exceptions to title shown on the Title Insurance Commitment. If Purchaser objects to any matter disclosed by the Title Insurance Commitment or Title Documents, then Seller shall have ten (10) business days from the date it is notified in writing of the particular defects claimed, to elect, in its reasonable discretion, either: (1) to remedy the title defect that is the subject of Purchaser’s objection by removal or endorsement, or (2) not remedy the title defect that is the subject of Purchaser’s objection, at Seller’s option (“**Seller’s Election Notice**”); Seller’s Election Notice shall be communicated in writing to Purchaser. If Seller elects not to remedy such title defect (or fails to timely notify Purchaser of its election with regard to same), then Purchaser shall have five (5) days following (i) receipt of Seller’s Election Notice under the preceding sentence, or (ii) Seller’s failure to timely provide Purchaser with such written notification, to elect to either (a) waive its title objection and accept title subject to the alleged title defect, or (b) terminate this Agreement and receive a refund of the Deposit.

Notwithstanding the foregoing, Purchaser hereby objects to all liens evidencing monetary encumbrances (other than liens for non-delinquent general real property taxes to be paid by Purchaser under this Agreement) and Seller agrees to cause all such liens to be eliminated at Seller’s sole cost (including all prepayment penalties and charges) prior to the Closing Date.

Notwithstanding anything to the contrary contained in this Agreement, if, at any time prior to the Closing, any updates to the Title Insurance Commitment are received by Purchaser, Purchaser shall have five (5) business days (regardless of the date) following Purchaser’s receipt of such update and legible copies of all underlying documents referenced therein (that were not referenced in the Title Documents previously provided to Purchaser) to notify Seller of objections to items on any such updates (“**Title Updates**”), and in the event Seller does not agree to remedy such objections, Purchaser may terminate this Agreement or waive such objections and proceed to Closing.

**5.2 Title Policy.** At Closing, the Title Company will commit to issue an ALTA non-extended (or extended if Purchaser complies with the requirements above) owner's title policy showing the (i) possessory interest real estate taxes as applicable; (ii) Permitted Exceptions (as defined below); and (iii) any exceptions created by Purchaser ("**Title Policy**"). "**Permitted Exceptions**" means those items disclosed by the Title Insurance Commitment that Purchaser does not object to, or that Purchaser waives objection to, or agrees to take title subject to, or that Purchaser agrees to accept affirmative title insurance coverage over, and all zoning ordinances and regulations.

**6. Possession.** At Closing, Purchase shall take possession of the Property.

**7. Conditions to Closing.**

**7.1 Closing Conditions for Purchaser's Benefit.** Purchaser's obligation to purchase the Property are subject to and expressly conditioned upon satisfaction (or written waiver) by Purchaser of the following conditions precedent to the Closing:

- i. As of the Closing Date, the Title Company will issue the Title Policy in accordance with Section 5.2.
- ii. Seller shall have relocated all of the tenants from the Park.
- iii. Purchaser shall have delivered the Property Approval Notice (defined in Section 8.1) in accordance with Section 8.
- iv. Purchaser shall provide a written notice to Seller ("**Purchaser's Closing Notice**") waiving all conditions to Purchaser's obligation to proceed to Closing.
- v. Seller's representations and warranties described in Section 13 below shall be true and correct as of the Closing Date.
- vi. Seller has performed its obligations in this Agreement.

**7.2 Closing Conditions for Benefit of Seller.** Seller's obligation to purchase the Property are subject to and expressly conditioned upon satisfaction (or written waiver) by Seller of the following conditions precedent to the Closing:

- i. Purchaser has not delivered a Purchaser's Termination Notice under Section 8.4.2.
- ii. This Agreement has been approved by the Oversight Board and DOF.
- iii. Purchaser has performed all its obligations under this Agreement.

## 8. **Due Diligence Period.**

**8.1 Property Approval Notice.** Purchaser shall have a period of thirty (30) days following the Opening of Escrow ("**Due Diligence Period**") within which to approve, in Purchaser's sole and absolute discretion, the feasibility of the Property for Purchaser's intended purposes, and in the event of such approval, deliver written notice of approval ("**Property Approval Notice**") to Seller, with a copy to Escrow Holder. Failure to timely deliver the Property Approval Notice prior to the expiration of the Due Diligence Period shall be deemed Purchaser's disapproval of the Property in which event this Agreement shall terminate upon written notice of either party. During the Due Diligence Period,

**8.2 Review of Documents and Materials.** Within five (5) days of the Opening of Escrow, Seller shall deliver to Purchaser any and all documents, reports, surveys, environmental assessments, engineering reports, building plans and blueprints for the Property and other materials in Seller's possession or under its control or that of its agents, respecting the Property, including any Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties, and any Natural Hazard Zone Disclosure Report (collectively, "**Materials**"). During the Due Diligence Period, Purchaser may review and evaluate the Materials to determine whether the Property is appropriate for Purchaser's proposed use, in its sole discretion.

Within three (3) days of Opening of Escrow, Seller shall make available to Purchaser true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports or other documents in Seller's possession or required by this Agreement .

**8.3 Purchaser's Due Diligence & Survey.** During the Due Diligence Period, Purchaser and its agents may, at Purchaser's sole expense, conduct tests and physical inspections of the Property, including building inspections and environmental site assessments desired by Purchaser. Purchaser may also conduct such investigations with regard to zoning, building codes, and availability of permits and approvals for its intended construction and use of the Property, as it deems prudent in its sole discretion. Purchaser shall restore the Property to the condition that it was in prior to those tests and inspections and shall indemnify, defend and hold Seller harmless from all damages, costs, loss, expense (including attorney fees) and liability resulting from Purchaser's activities, acts and omissions on the Property. During the Due Diligence Period Purchaser shall have the right, but not the obligation, to cause a survey of the Property to be prepared at its own expense. The survey shall: (1) be certified to the Title Company; and (2) be prepared and sealed by a registered California Land Surveyor. Copies of any reports and/or survey prepared pursuant to this Section shall be delivered to Seller and the Title Company.

### **8.4 Purchaser's Termination Rights.**

**8.4.1 Termination During Due Diligence Period.** Prior to the expiration of the Due Diligence Period, Purchaser shall have the right to terminate this Agreement if, during the course of Purchaser's due diligence investigations of the Property determines in its sole and absolute discretion that the Property is not acceptable to Purchaser.

**8.4.2 Termination Notice.** In the event Purchaser elects to terminate this Agreement prior to the expiration of the Due Diligence Period or any Extended Due Diligence Period

in accordance with Section 8.4.1 or Section 8.4.2, Purchaser shall deliver written notice of such election to terminate to Seller and Escrow Holder (a “**Termination Notice**”) on or before the expiration of the Due Diligence Period or Extended Due Diligence Period, as applicable. Upon the timely delivery of such Termination Notice, (i) Escrow Holder shall immediately return the Deposit to Purchaser, and (ii) this Agreement shall terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder. If Purchaser has timely delivered to Escrow Holder a Termination Notice, no notice to Escrow Holder from Seller shall be required for the return of the Deposits to Purchaser.

9. **Disclaimer of Warranties.** Purchaser agrees to acquire the Property in its “AS IS” condition and shall be responsible for any and all defects in the Property, whether patent or latent, including, without limitation, the physical, environmental, and geotechnical condition of the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under or about the Property. Except as expressly set forth in this Agreement, Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property. Purchaser acknowledges that, once Purchaser obtains title to the Property, any liability of Seller for the environmental condition of the Property shall be extinguished, and that Seller shall have no liability for remediating any environmental condition of the Property. Purchaser shall indemnify Seller against any claim or liability relating to the environmental condition of the Property; provided, however, that Seller shall remain liable for any hazardous materials released into the Property while Seller owned the Property.

10. **Prorations and Allocation of Costs.** The following items shall be prorated and/or adjusted as follows:

10.1 **Taxes.** Escrow Holder is not to be concerned with proration of Seller’s taxes for the current fiscal year as Seller is a public agency and therefore exempt from the payment of property taxes. Purchaser shall be responsible for all applicable prorated taxes once Purchaser obtains title to the Property.

10.2 **Other Costs.** Purchaser shall pay all water, sewer, and other utility charges incurred on or before the Closing Date with respect to the Property. After the Closing, Purchaser shall continue to pay all such charges. Seller shall pay (i) the applicable documentary transfer taxes; (ii) cost of recording any curative instruments; (ii) the premium for an ALTA non-extended owner’s title policy; and (iv) fifty percent (50%) of Escrow fees. Purchaser shall pay (i) recording fees for the Deed (if applicable); (ii) any and all costs associated with any financing by Purchaser; (iii) any additional premium for an extended coverage ALTA owner’s policy (if required by Purchaser); and (iv) fifty percent (50%) of Escrow fees. Each party shall pay its own legal fees for the negotiation and preparation of this Agreement.

10.3 **PURCHASER’S DEFAULT. IF PURCHASER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY DEFAULT OF PURCHASER, SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO PURCHASER. PURCHASER AND SELLER ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY SELLER AS A RESULT OF SUCH DEFAULT BY PURCHASER, AND AGREE THAT THE DEPOSIT (INCLUDING ALL INTEREST) ARE A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT PURCHASER**

BREACHES THIS AGREEMENT BY DEFAULTING IN THE COMPLETION OF THE PURCHASE, THE DEPOSITS (INCLUDING ALL INTEREST) SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID BY PURCHASER TO SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 21 BELOW AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT, SELLER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST PURCHASER WHICH SELLER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY PURCHASER. THE PAYMENT OF THE DEPOSITS (INCLUDING ALL INTEREST) AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SELLER'S INITIALS: \_\_\_\_\_ PURCHASER'S INITIALS: \_\_\_\_\_

**10.4 SELLER'S DEFAULT.** IF SELLER FAILS TO COMPLETE THE SALE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY MATERIAL DEFAULT OF SELLER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT), PURCHASER MAY EITHER (I) PROCEED AGAINST SELLER BY BRINGING AN ACTION FOR SPECIFIC PERFORMANCE UNDER THIS AGREEMENT WITHOUT ANY RIGHT TO SEEK DAMAGES OF ANY KIND OR NATURE, OR (II) TERMINATE THIS AGREEMENT IN WHICH EVENT THE DEPOSIT SHALL BE RETURNED TO PURCHASER AND SELLER WILL REIMBURSE PURCHASER FOR ITS OUT-OF-POCKET COSTS RELATING TO THIS TRANSACTION AND INCURRED AS OF THE DATE OF SELLER'S DEFAULT UP TO A MAXIMUM OF \$5,000.00. PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY PURCHASER AS A RESULT OF SUCH MATERIAL DEFAULT BY SELLER AND AGREE THAT THE REMEDY SET FORTH IN CLAUSE (II) ABOVE IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT SELLER BREACHES THIS AGREEMENT BY MATERIALLY DEFAULTING IN THE COMPLETION OF THE SALE, AND PURCHASER ELECTS NOT TO EXERCISE THE REMEDY SET FORTH IN CLAUSE (I) ABOVE BUT INSTEAD ELECTS THE REMEDY SET FORTH IN CLAUSE (II) ABOVE, SUCH SUMS SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF PURCHASER WHICH IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO PURCHASER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 22 BELOW AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT, PURCHASER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST SELLER WHICH PURCHASER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY SELLER.

SELLER'S INITIALS: \_\_\_\_\_ PURCHASER'S INITIALS: \_\_\_\_\_

11. **Closing.** Escrow shall close once all of the Conditions to Closing (Section 7) have

been met (“**Closing**”) unless this Agreement has been duly and timely terminated pursuant to the provisions of this Agreement. As used herein, “**Closing Date**” means the date and time on which the Deed is recorded in the Official Records of the County.

**12. Risk of Loss.** If all or any portion of the Property is damaged or condemned during Escrow, this Agreement shall terminate.

**13. Representations and Warranties of Seller.** To the Seller’s actual knowledge (with no duty to investigate), Seller represents and warrants to Purchaser that, except as set forth or otherwise disclosed in this Agreement, or in any exhibit to this Agreement:

- a. Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer or otherwise dispose of any portion or portions of the Property.
- b. Seller has not received notice of violation of any applicable law, ordinance, regulation, order or requirement relating to the Property.
- c. The Property has is not in breach of any applicable environmental laws.
- d. There is no litigation pending or threatened against the Property.

All representations and warranties contained in this Agreement shall be deemed remade as of the Closing Date. As used herein, “**actual knowledge**” of Seller refers to the actual knowledge of Seller’s employees and agents directly involved in the negotiation and/or drafting of this Agreement and those responsible for the acquisition or maintenance of the Property.

**14. Binding Effect.** The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties. Purchaser may not assign its rights under this Agreement to any person or entity without the prior written consent of Seller, which shall be provided or withheld in Seller’s reasonable discretion. Notwithstanding the foregoing, Purchaser shall have the right to assign this Agreement without Seller’s consent (but with notice to Seller) to any entity over which Purchaser owns a majority interest or control. In the event of an assignment of Purchaser’s interests under this Agreement, the assignee shall agree to assume and be bound by the terms and provisions hereof.

**15. Broker.** Seller and Purchaser acknowledge that no broker or finder was involved in this transaction and each party agrees to indemnify and hold harmless the other party from and against any claim that a commission or fee is due to any broker or finder who dealt with the party from whom indemnification is sought.

**16. Integration; Merger; Amendment; Survival of Representations.** Seller and Purchaser have not made any covenants, warranties or representations not set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties. All representations, warranties and covenants set forth in this Agreement shall survive closing.

**17. Amendment or Modification.** This Agreement may only be modified or amended by a written agreement executed by both parties.

**18. Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**19. Notices.** All notices shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission, electronic mail, or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, one (1) business day after depositing with an overnight air courier, two (2) business days after depositing in the mail, or upon transmission (as confirmed by electronic confirmation of transmission generated by the sender's machine) for any notice given by facsimile or electronic mail:

To Seller: Successor Agency to the Lawndale  
Redevelopment Agency  
14717 Burin Avenue  
Lawndale, California 90260  
Attn: Executive Director

With a Copy to: Aleshire & Wynder LLP  
18881 Von Karman Ave., Suite 1700  
Irvine, California 92612  
Attn: Tiffany J. Israel, Agency Counsel

To Purchaser: City of Lawndale  
14717 Burin Avenue  
Lawndale, California 90260  
Attn: City Manager

With a Copy to: Aleshire & Wynder LLP  
18881 Von Karman Ave., Suite 1700  
Irvine, California 92612  
Attn: Tiffany J. Israel, City Attorney

**20. Governing Law.** This Agreement shall be construed according to the laws of the State of California.

**21. Attorney's Fees.** In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys' fees, expert witness fees, and accounting fees, and any other professional fees resulting therefrom.

**22. Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**23. Construction.** In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed

or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

**24. Qualification; Authority.** Each individual executing this Agreement represents, warrants and covenants that (a) such person is duly authorized to execute and deliver this Agreement on behalf of that party in accordance with authority granted under its organizational documents of such entity, and (b) that party is bound under the terms of this Agreement.

**25. No Waiver.** The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

**26. Exhibits.** Exhibits A and B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

[Signatures on next page.]



**SELLER:**

**SUCCESSOR AGENCY TO THE  
LAWNDALE REDEVELOPMENT AGENCY  
OF THE CITY OF LAWNDALE**

By: \_\_\_\_\_  
Robert Pullen Miles, Chair

Dated: \_\_\_\_\_, 2018

**ATTEST:**

By: \_\_\_\_\_  
Rhonda Hofmann Gorman,  
Secretary

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Tiffany J. Israel, Agency Counsel

**PURCHASER:**

**CITY OF LAWNDALE**

By: \_\_\_\_\_  
Robert Pullen Miles, Mayor

Dated: \_\_\_\_\_, 2018

**ATTEST:**

By: \_\_\_\_\_  
Rhonda Hofmann Gorman,  
City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Tiffany J. Israel, City Attorney

**ESCROW ACCEPTANCE & AGREEMENT**

Madrona Park Escrow, Inc., the Escrow Holder under this Agreement, hereby certifies that the Opening of Escrow pursuant to Section 2 of this Agreement is \_\_\_\_\_, 2018, and Escrow Holder agrees to be bound by the terms hereof. Escrow Holder has assigned Escrow No. \_\_\_\_\_ to the Escrow.

**ESCROW HOLDER:**

Madrona Park Escrow, Inc.

By: \_\_\_\_\_  
Rebecca Ellis, Escrow Officer

Madrona Park Escrow, Inc.  
23868 Hawthorne Blvd., Ste. 101  
Torrance, CA 90505  
(310) 791-5050  
(310) 791-5080 fax

**EXHIBIT A**

**PROPERTY DESCRIPTION**

That certain real property located in the City of Lawndale, County of Los Angeles, State of California, described as follows:

APN: 4074-001-900, -901, -902, -903, -904 and -906, and -907

**EXHIBIT B**  
**DEED**

FREE RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City Clerk  
City of Lawndale  
14717 Burin Avenue  
Lawndale, California 90260

APN: 4074-001-900, -901, -902, -903, -904, -906, and  
-907

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
EXEMPT FROM RECORDING FEE PER GOV. CODE § 27383

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **SUCCESSOR AGENCY TO THE LAWNDALE REDEVELOPMENT AGENCY OF THE CITY OF LAWNDALE**, a public body, corporate and politic ("**Grantor**"), hereby grants to the City of Lawndale, a general law city ("**Grantee**"), all of its respective rights, title, and interest in that certain real property in the City of Lawndale, County of Los Angeles, State of California, as more particularly described in Schedule 1 attached hereto and incorporated herein by this reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

**GRANTOR:**

**SUCCESSOR AGENCY TO THE LAWNDALE  
REDEVELOPMENT AGENCY OF THE CITY  
OF LAWNDALE**

**ATTEST:**

By: \_\_\_\_\_  
Rhonda Hofmann Gorman  
Secretary

By: \_\_\_\_\_  
Robert Pullen Miles, Chair

Dated: \_\_\_\_\_, 20\_\_

**Schedule 1 to Grant Deed**

**Legal Description of the Land**

That certain real property located in the City of Lawndale, County of Los Angeles, State of California, described as follows:

**APN:** 4074-001-900, -901, -902, -903, -904, -906, and -907

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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 ) ss.  
COUNTY OF \_\_\_\_\_)

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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 \_\_\_\_\_

(Seal)





**MINUTES OF THE  
LAWNDALE SUCCESSOR AGENCY  
OVERSIGHT BOARD REGULAR MEETING  
JUNE 27, 2018**

**A. CALL TO ORDER** – Chairperson Waite called the meeting of the Lawndale Successor Agency Oversight Board to order at 4:08 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

**B. ROLL CALL**

**Board Members Present:** Brian Fahnestock, Barry Waite, Patricia Flynn, Michael Stewart, Wayne Schaller

**Board Members Absent:** Steve Mandoki

**Staff Members Present:** Community Development Director Sean M. More, Administrative Assistant II Adrian Gutierrez

**C. PLEDGE OF ALLEGIANCE** – Chairperson Waite led those assembled in a salute to the flag.

**D. PUBLIC COMMENTS**

None

**E. CONSENT CALENDAR**

**1. Minutes of the Oversight Board meeting of February 22, 2018**

A motion by Board Member Flynn to approve the minutes of the February, 2018 Oversight Board meeting was seconded by Board Member Fahnestock and carried by a vote of 5-0, with Board Member Mandoki absent.

**F. ADMINISTRATION – NEW BUSINESS**

**1. Case 18-24: Consideration of Purchase & Sale Agreement for Agency-Owned Property Located at the Southwest Corner of Hawthorne and Manhattan Beach Boulevards by the City of Lawndale**

Community Development Director Moore thanked the board for arriving to the meeting and gave background information on the cancellation of the **Exclusive Negotiation Agreement (“ENA”)**, the proposal to sell the agency land to the City of Lawndale, the terms of the Purchase and Sale Agreement, and the current progress on closing the Blue Bonnet Mobile Home Park.

Board Members Fahnestock and Flynn had questions and concerns over the appraised price of the land, listed at \$1,998,000 in the Long Range Property Management Plan (“LRPMP”), compiled in 2013. Community Development Director Moore addressed their questions and concerns and noted that per the California Department of Finance requirements, the listed price from the LRPMP cannot be changed.

**Community Development Director Moore** explained to the **Board** the differences and similarities of selling the property to the City directly compared to selling it to a developer, as originally intended.

**Board Member Stewart** gave his interpretation of what will happen to the property during and after the sale. **Community Development Director Moore** agreed with **Board Member Stewart's** interpretation.

**Board Member Schaller** clarified how the funds from the transaction would be distributed.

**Board Member Waite** asked if the price and procedures of the sale and the procedures and role of the Board would remain the same if the Board was transferred to L.A. County after the July 1, 2018 deadline. **Community Development Director Moore** addressed **Board Member Waite's** questions.

**Board Member Fahnestock** had concerns over the distribution of the proceeds to the entitled taxing agencies over the price of the plan and how the Board will be accomplishing what the LRPMP requires of the property. **Community Development Director Moore** addressed **Board Member Fahnestock's** concerns.

**Board Member Waite** asked if the Board will still be in business until the closure of the Blue Bonnet Mobile Home Park. **Community Development Director Moore** confirmed that they will. The City or Agency cannot sell the property unless it's free and clear.

**Community Development Director Moore** answered **Board Member Fahenstock's** question about the City's interested in buying the property.

A motion by **Board Member Stewart** to approve the **Purchase & Sale Agreement for Agency-Owned Property Located at the Southwest Corner of Hawthorne and Manhattan Beach Boulevards by the City of Lawndale** and was seconded by **Board Member Schaller** and carried by a vote of 5-0 with **Board Member Mandoki** absent. The Board added the provision of the added language: approval is for the sale agreement and not the price of the property, which is subject under the understanding that the price reflected in the Purchase and Sale Agreement is reflective of state requirements and is not a reflection of its fair market value.

**G. ITEMS FROM SECRETARY/ADMINISTRATIVE CLERK**

None

**H. ITEMS FROM BOARD MEMBERS**

None

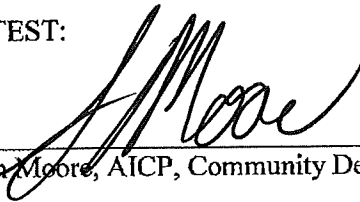
**I. ADJOURNMENT**

There being no further business to conduct, **Chairperson Waite** adjourned the meeting at 4:45 p.m.

Minutes – Lawndale Successor Agency Oversight Board Regular Meeting  
June 27, 2018  
Page 3 of 3

  
\_\_\_\_\_  
Barry White, Chairperson

ATTEST:

  
\_\_\_\_\_  
Sean Moore, AICP, Community Development Director  
/ag

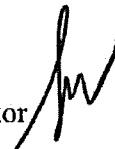


## OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE LAWDALE REDEVELOPMENT AGENCY

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200, FAX (310) 644-4556  
www.lawndalecity.org

DATE: June 27, 2018

TO: Honorable Chairman and Board Members

FROM: Sean M. Moore, AICP, Community Development Director 

SUBJECT: **CONSIDERATION OF PURCHASE & SALE AGREEMENT FOR  
AGENCY-OWNED PROPERTY LOCATED AT THE SOUTHWEST  
CORNER OF HAWTHORNE AND MANHATTAN BEACH  
BOULEVARDS BY THE CITY OF LAWDALE**

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### BACKGROUND

#### Dissolution

The State Legislature approved AB 1484 in June of 2012 to improve the redevelopment agency dissolution process. AB 1484 established new procedures to dispose of the real estate owned by the now dissolved redevelopment agencies. Successor agencies were to create long range property management plans (LRPMPs) listing the property of the former redevelopment agency for the disposition of property.

The LRPMP for the Successor Agency to the Lawndale Redevelopment Agency was approved by the Oversight Board for the Successor Agency to the Lawndale Redevelopment Agency and then approved by the California Department of Finance (DOF) on June 18, 2014. The LRPMP listed the property located at the southwest corner of Hawthorne and Manhattan Beach Boulevards (Hawthorne/Manhattan Site) for disposition (See Attachment A).

#### Site Characteristics

The Agency-owned property is approximately 59,744-square feet (1.372 acres of land). The Property is comprised of seven parcels and is irregular in shape. The property is zoned RC (Retail Commercial) and is located within the Hawthorne Boulevard Specific Plan Area. The site is primarily vacant, however; 13,440 square feet of the project site contains a mobile home park, which is in the process of being closed (See Attachment B).

#### Disposition of the Property /Development of the Site

After several unsuccessful attempts by the Successor Agency to have the property developed, at this time staff is recommending the property be sold to the City, to allow the City to retain control of the property which will allow the City to sell the property to a developer for future development of the site. Although the Successor Agency had entered into Exclusive Negotiation Agreements (ENA's) with two different developers over the past few years, neither resulted in the development of this property.

## STAFF REVIEW

Selling the property to the City accomplishes several objectives. First, selling the property meets the requirements of the LRPMP and the California Department of Finance (See Attachment C) and results in additional one time funds to the applicable taxing entities. Second, selling the property to the will allow the City to retain control of the future development of the property.

Therefore, staff drafted a purchase and sale agreement (PSA) between the Agency and the City for consideration and review (See Attachment D). The following are the key components of the PSA for the sale of the property to the City:

- **The closure of the Blue Bonnet Mobile Home Park (and relocation of tenants) will be completed by the Agency;**
- **The agreement is subject to final approval of the Oversight Board and DOF;**
- **The purchase price, as set forth in the LRPMP, is \$1,998,000;**
- **Escrow deposit of \$5000 is required;**
- **There are standard termination procedures.**

If the Oversight Board authorizes the sale of the property to the City, all transaction requirements are subject to the terms and conditions of the PSA. The PSA is being presented to the City Council and Successor Agency Board on June 25, 2018 with a recommendation for approval.

## LEGAL REVIEW

The Purchase and Sale Agreement has been approved as to form by the City Attorney and Agency Counsel.

## FUNDING

The land sale proceeds will be distributed pro rata among the entitled taxing entities.

## RECOMMENDATION

Staff recommends that the Oversight Board authorize the Successor Agency to enter into a Purchase & Sale Agreement with the City for the Successor Agency-owned site located at Hawthorne and Manhattan Beach Boulevards.

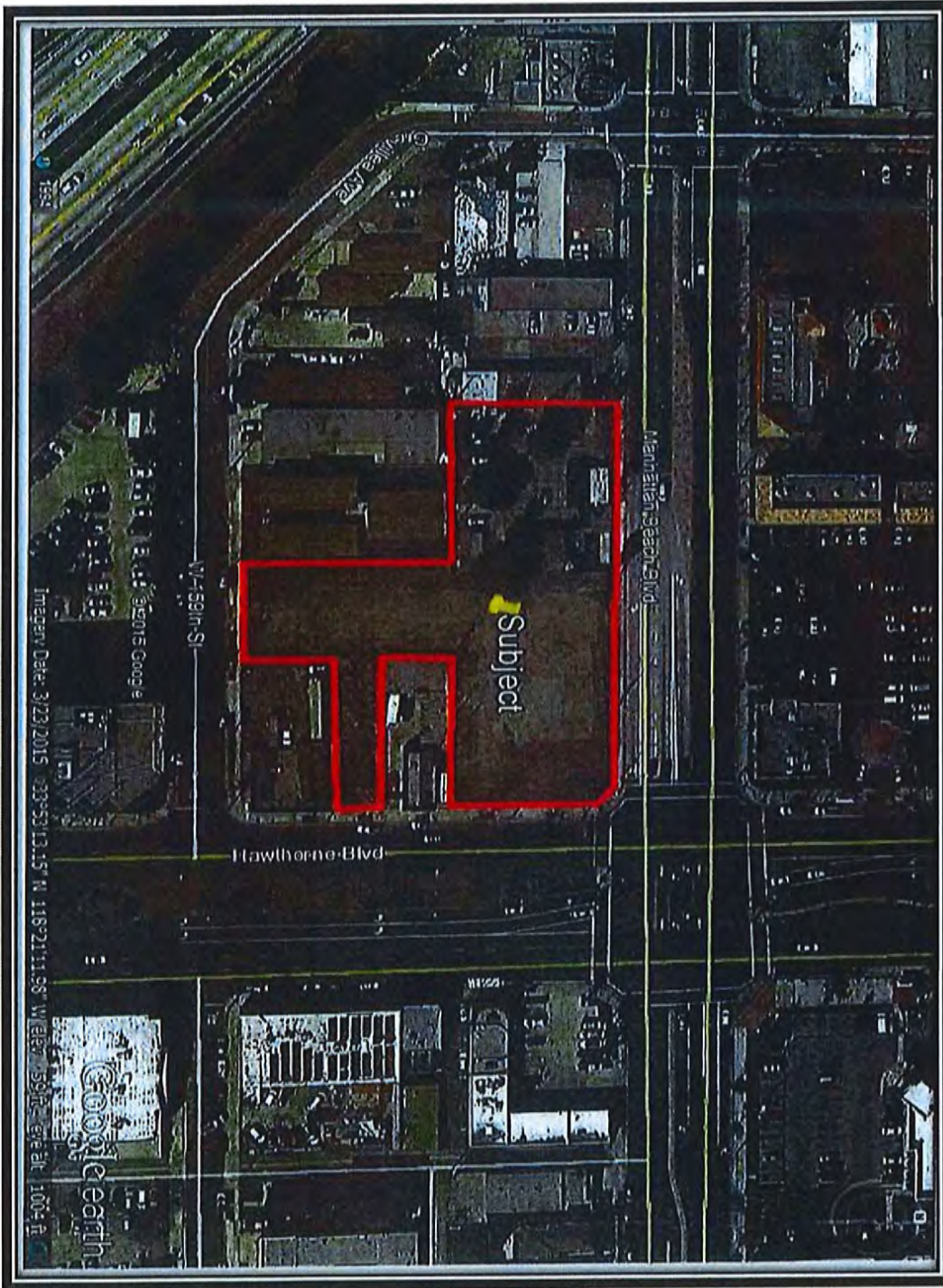
## ATTACHMENTS:

- A. Vicinity Map
- B. Assessor's Parcel Map
- C. Lawndale Long Range Property Management Plan  
Purchase and Sale Agreement between Successor Agency and City of Lawndale

**ATTACHMENT A**

**VICINITY MAP**

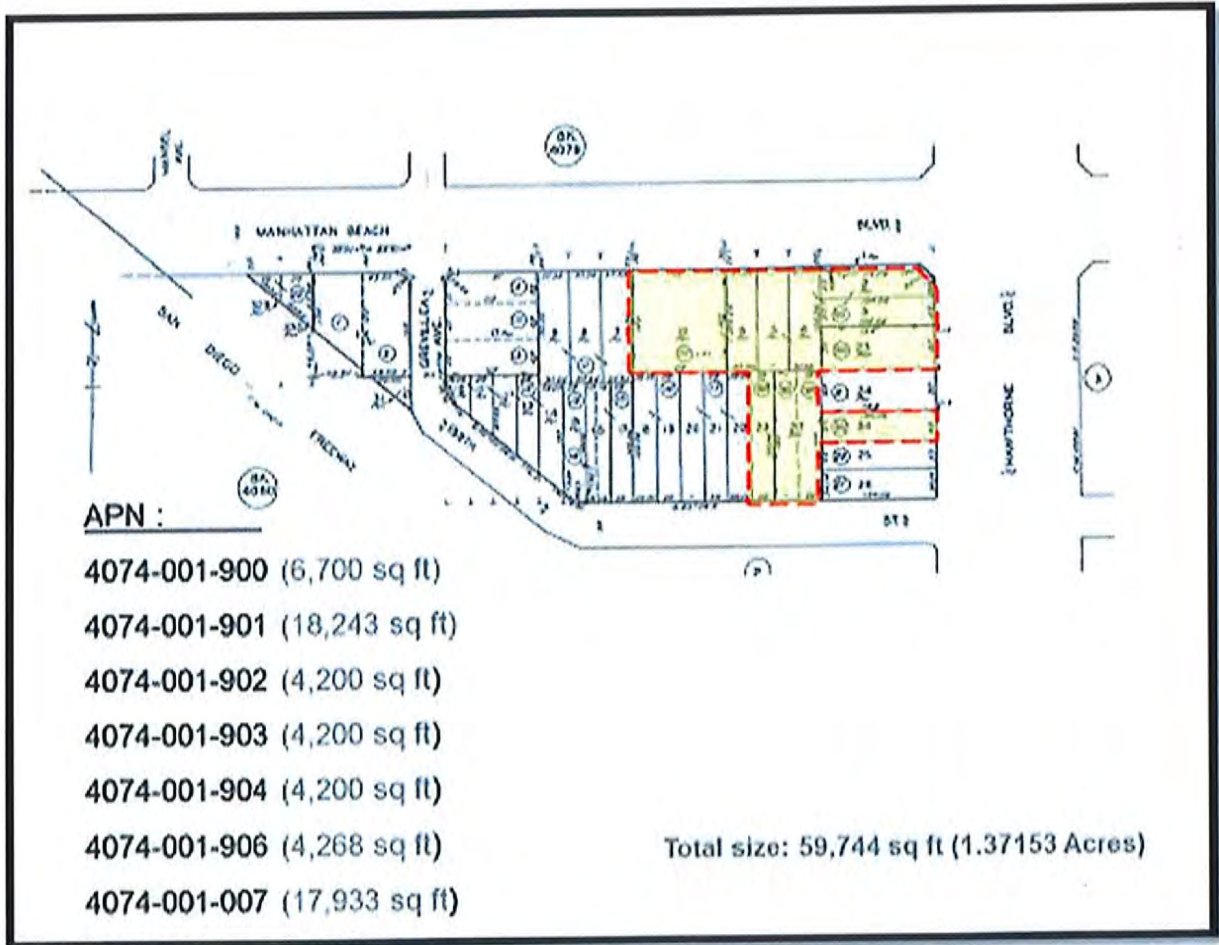
# VICINITY MAP



**ATTACHMENT B**

**ASSESSOR'S PARCEL MAP**





**ATTACHMENT C**

**LAWNDALE LONG RANGE PROPERTY MANAGEMENT PLAN**

# Lawndale Successor Agency

## Long Range Property Management Plan



July 15, 2013

Long Range Property Management Plan  
Lawndale Successor Agency

**INTRODUCTION**

On June 27, 2012, Governor Brown signed into law Assembly Bill 1484 (AB 1484), a budget trailer bill that makes substantial changes to the redevelopment agency dissolution process implemented by AB 1x26. One of the key components of AB 1484 is the requirement that all successor agencies develop a long-range property management plan that governs the disposition and use of the former redevelopment agency property. This document is the Long Range Property Management Plan for the Lawndale Successor Agency.

**SUMMARY OF PROPERTIES OWNED BY THE SUCCESSOR AGENCY  
INCLUDING LOT SIZE, PARCEL DATA, ZONING, AND ADDRESSES**

There are three (3) properties which were owned and controlled by the now dissolved Redevelopment Agency. They include the following:

1. Address: 15801, 15811 & 15821 Hawthorne Blvd., Lawndale, CA 90260  
4432 Manhattan Beach Blvd., Lawndale, CA 90260  
APN: 4074-001-900, 903, 904, & 906 / 4078-007-003  
Size: 60,034 square feet  
Zoned: Office Commercial

The site that consists of vacant land and a 5 tenant mobile home park. Prior to the end of redevelopment agencies, the former Lawndale Redevelopment Agency had been working with a developer on a retail, restaurant, and commercial development proposal.

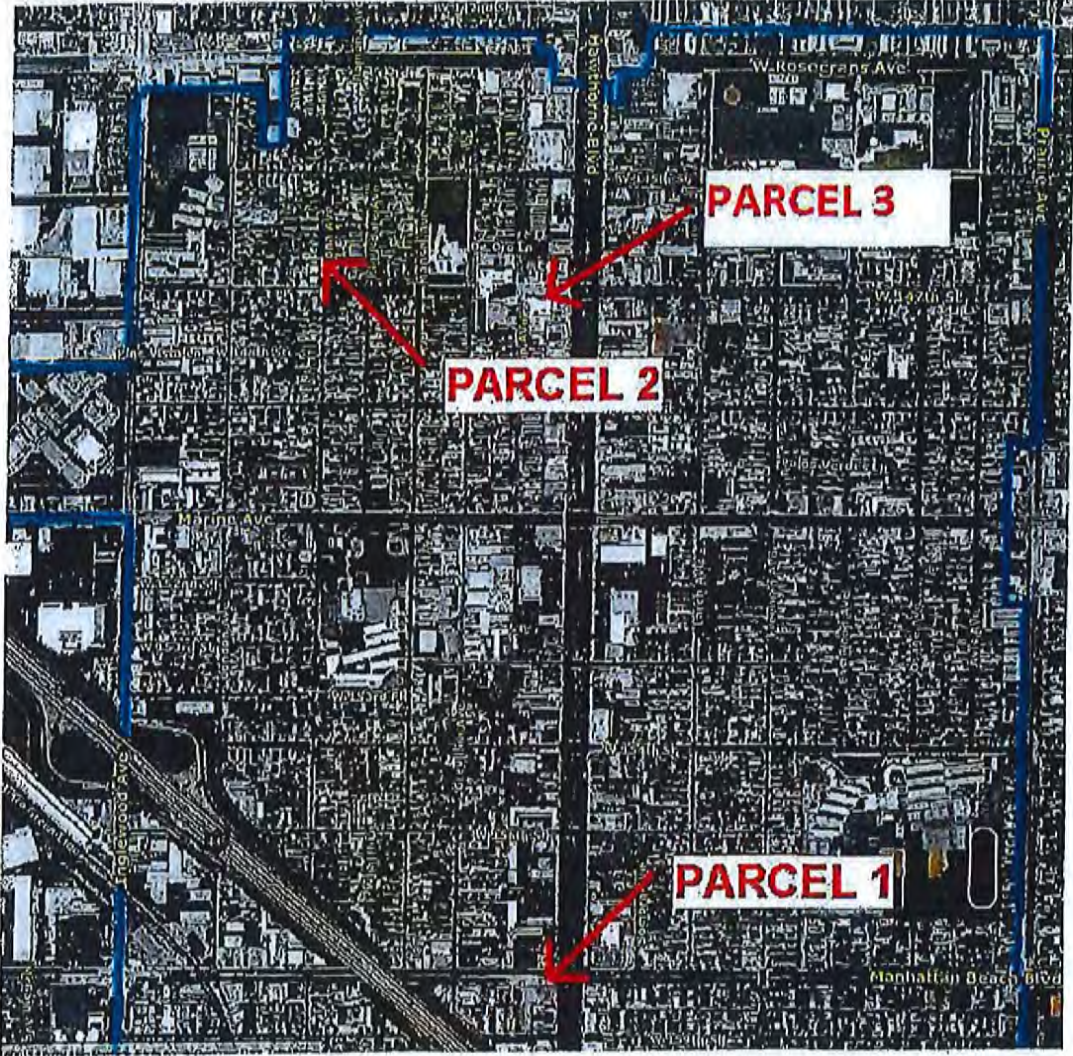
2. Address: 14611 Firmona Avenue, Lawndale, CA 90260  
APN: 4078-006-900  
Size: 4,479 square feet  
Zoned: R-2 (Multi-Family Residential)

The site consists of a single-family residence located in a multi-residential zone. Prior to the end of redevelopment agencies, this vacant residential unit was to be rehabilitated as an affordable housing unit.

3. Address: 14700 Burin Avenue, Lawndale, CA 90260  
APN: 4078-024-4908  
Size: 26,862 square feet  
Zoned: I (Institutional Use)

The site consists of the Lawndale Community Center located in a Governmental Use zone. Prior to the end of redevelopment agencies, this site was already in construction and nearing completion.

The three properties are identified in the below aerial map:



## Parcel #1



### **DATE OF ACQUISITION AND ITS VALUE AT THAT TIME, AND AN ESTIMATE OF CURRENT VALUE, INCLUDING APPRAISAL INFORMATION**

Parcel #1 was purchased over several years. 15801 & 15811 Hawthorne Boulevard (APN: 4074-001-900, 903, 904, & 906) was purchased on February 27, 2001 for \$1,100,000, 15821 Hawthorne Boulevard (APN: 4074-001-006) was purchased on April 30, 2002 for \$160,000, and 4432 Manhattan Beach Boulevard (APN: 4078-007-003) was purchased on April 14, 2010 for \$1,000,000. As the sites became available for sale, the former redevelopment agency purchased the sites in order to assemble the separate parcels into a larger contiguous site that would be more attractive to retail and commercial development. The combined properties provide approximately 60,034 square feet of developable land at a very visible and high traffic intersection in the middle of the City of Lawndale.

An updated appraisal was conducted for APN: 4074-001-900, 903, 904, 906 & 006 on December 8, 2006. The estimated value was determined to be \$1,560,000. An appraisal for the acquisition of 4078-007-003 was conducted in December of 2008. The estimated value was \$1,000,000. As of the date of this report, given that commercial real estate values have declined since 2006 & 2008 and have only slightly risen since approximately



## **ESTIMATE OF LEASE, RENTAL OR OTHER REVENUES GENERATED BY THE PROPERTY AND DESCRIPTION OF CONTRACTUAL REQUIREMENTS**

Approximately 42,112 square feet of the parcel is vacant land. The mobile home park consists of approximately 17,922 square feet. The park currently hosts five (5) tenants on a month-to-month basis. The tenants are generally low income and have very low lease rates in comparison to the surrounding area. The total income generated by the park is approximately \$3,700 per month. Rents are retained by the mobile home park management firm and placed in an operating reserve to be used for maintenance, major repairs, and other administrative expenses. The operation of mobile home parks are strictly enforced by the State of California and certain standards must be met and maintained in a timely matter. Local government staff are not normally trained for such activities and rely on outside assistance. The rents are used to pay a 3<sup>rd</sup> party management firm, site maintenance activities, and for future relocation costs of the tenants should the site be developed.

The cost of maintaining the aging mobile home park is often unpredictable. During the time that the Redevelopment Agency has owned the park it has had to make extensive repairs to the common area washroom and restrooms, remove and demolish coaches abandoned by tenants, repair damages caused by an automobile crashing into the park, and address an infestation of feral cats.

## **HISTORY OF ENVIRONMENTAL CONTAMINATION OR REMEDIATION EFFORTS**

There is no known history of environmental contamination of this site.

## **A DESCRIPTION OF THE PROPERTY'S POTENTIAL FOR TRANSIT-ORIENTED DEVELOPMENT AND THE ADVANCEMENT OF THE PLANNING OBJECTIVES OF THE SUCCESSOR AGENCY**

The State of California supports through grants and other incentives the development of Transit Oriented Development (TOD) near major transportation stations. The City of Lawndale supports this goal and is currently undertaking the preparation of study whose objective is a new TOD zoning ordinance for Lawndale. Unfortunately, the site is located 1.5 miles from the nearest transit hub, the Marine Avenue Green Line Station,

State of California incentives seek to promote mixed use development on infill sites because such development types promote the use of transit and reduce the use of automobiles. Though the site is well beyond walking distance to a major transit station, it could accommodate development similar to TOD concepts. The site was previously developed (infill site), is located on a major transportation corridor, and the site's zoning allows for mixed use development. The first development proposals received for the site in 2005 included mixed use concepts. However, the subsequent decline of the housing



market caused developers to revise their proposals to eliminate the housing component. It is possible that future strengthening of the housing market could make mixed use development once again feasible.

The use of this property for retail and commercial development is in line with the City's General Plan, Hawthorne Boulevard Specific Plan, and the former Redevelopment Agency's 5-Year Implementation Plan. Although the site is approximately 1.5 miles from the Green Line Metro Station, there are potential opportunities for bus and bicycle transit type stations. Currently, there are three (3) daily transit bus stops located at the intersection of Hawthorne and Manhattan Beach Boulevards. The stops are approximately within 300 feet of the site.

### **HISTORY OF PREVIOUS DEVELOPMENT PROPOSALS**

Since 2008, the Lawndale Redevelopment Agency has been in exclusive negotiations with a developer regarding the site. The developer had provided a number of proposals consisting of a combination of retail, commercial, and restaurant establishments. However, prior to moving forward with a proposed disposition and development agreement, the commercial market started to change and ultimately began a downward spiral before leveling off in 2012 after the end of redevelopment.

### **USE OR DISPOSITION**

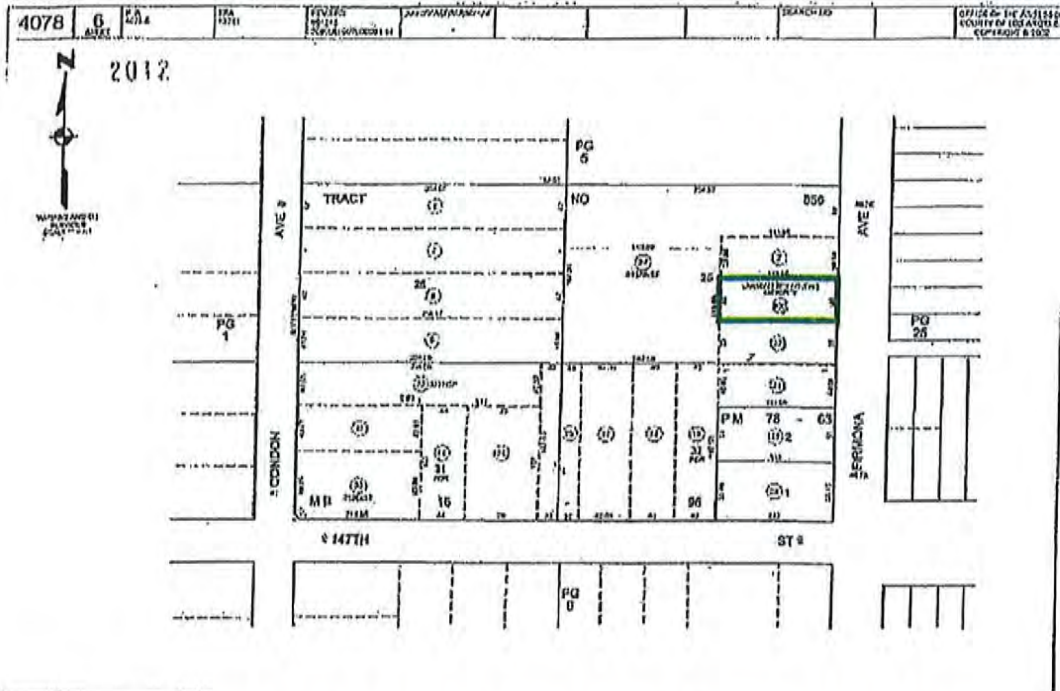
The intended use of this property is retention for future development by the City of Lawndale. The use of the site is described in the Lawndale Redevelopment Agency's 2009-2015 Implementation Plan. Chapter XI Proposed Implementation Activities describes the projects that the Agency intended to undertake during the five year period. The intended use of the subject site is described as follows in B (2) of Chapter XI follows:

*"Development of Agency owned land at the intersection of Hawthorne and Manhattan Beach Boulevards, through a public-private partnership, into a vibrant life-style center that will act as a catalyst to spark the market confidence to attract private investment in the surrounding area."*

HSC Section 34181 states that property to be used for a project identified in an approved redevelopment plan is to be transferred to the City. It is the intention of the City of Lawndale to seek development proposals for a retail development on this site as specified in the Redevelopment Agency's 2009-2015 Implementation Plan. The City believes that a retail development will provide the greatest long term financial benefit to the residents of Lawndale, the City of Lawndale, and the other taxing entities by increasing neighborhood property values and generating sales tax.

Parcel #2





**DATE OF ACQUISITION AND ITS VALUE AT THAT TIME, AND AN ESTIMATE OF CURRENT VALUE, INCLUDING APPRAISAL INFORMATION**

Parcel #2 was purchased on July 27, 2011 for \$255,000. The city entered into an agreement with Habitat for Humanity to acquire and purchase sites within the City of Lawndale for affordable housing projects. The Agency does not have a copy of the appraisal that was conducted by Habitat for Humanity. Using the actual purchase price, a certified MAI appraiser estimated the current value of the site as the previous purchase price. Although prices did reduce in value since the purchase date, prices have also slightly increased more recently to maintain the value at \$255,000.

**PURPOSE FOR WHICH THE PROPERTY WAS ACQUIRED**

The property was purchased for affordable housing purposes. It was the intention of the Redevelopment Agency to undertake a substantial rehabilitation of the unit and then deed restrict it for occupancy by a low or moderate income household.

**ESTIMATE OF LEASE, RENTAL OR OTHER REVENUES GENERATED BY THE PROPERTY AND DESCRIPTION OF CONTRACTUAL REQUIREMENTS**

The property is currently vacant and generates no revenues.

**HISTORY OF ENVIRONMENTAL CONTAMINATION OR REMEDIATION EFFORTS**

There is no known history of environmental contamination of this site.

**A DESCRIPTION OF THE PROPERTY'S POTENTIAL FOR TRANSIT-ORIENTED DEVELOPMENT AND THE ADVANCEMENT OF THE PLANNING OBJECTIVES OF THE SUCCESSOR AGENCY**

Parcel #2 is located in a residential neighborhood surrounded by other single-family and multi-family residential units. Transit Oriented Development would not be ideally located in this area. The zoning does not allow mixed use development and the parcel is not located near a transit station.

**HISTORY OF PREVIOUS DEVELOPMENT PROPOSALS**

This site was purchased as part of an agreement with Habitat for Humanity to acquire and rehabilitate affordable housing units in a "turn-key" manner.

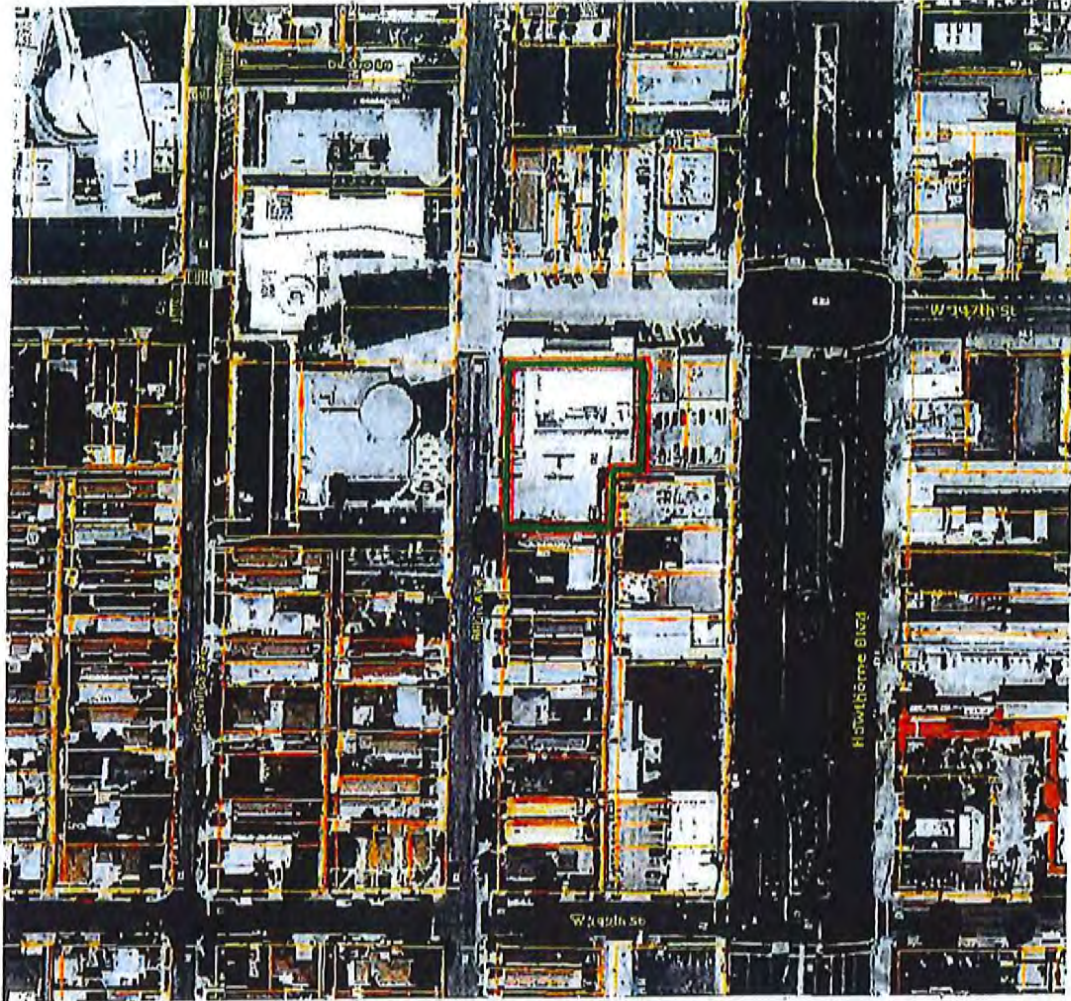
**USE OR DISPOSITION**

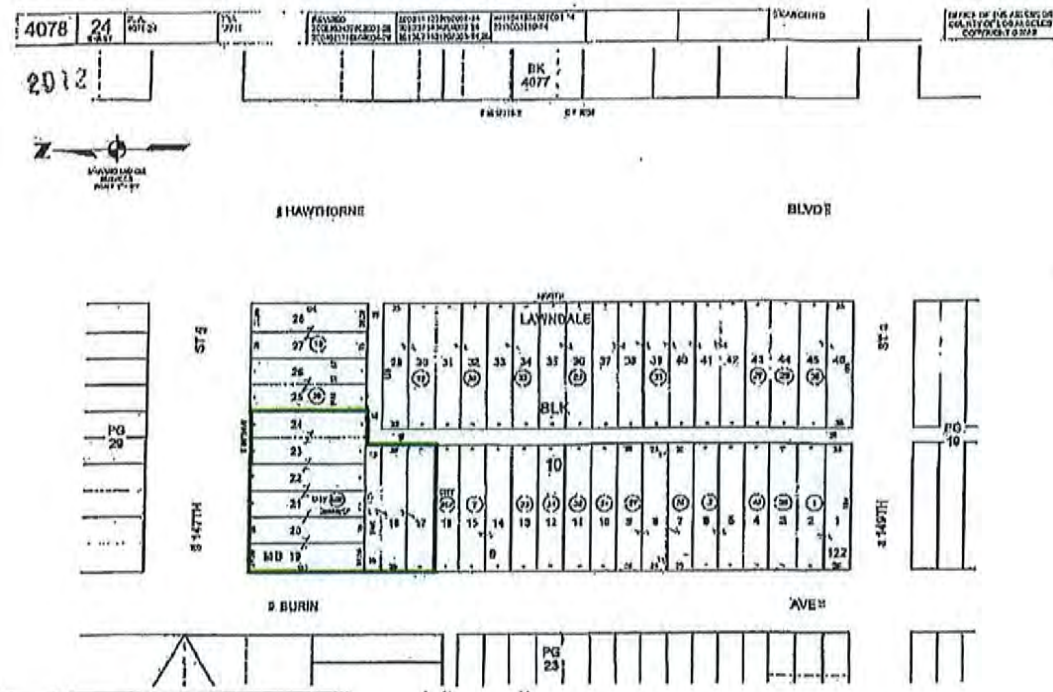
The intended use of this property is retention by the City of Lawndale for future development. The site was purchased as part of the Redevelopment Agency's acquisition and rehabilitation program. That program is described in the Lawndale Redevelopment Agency's 2009-2015 Implementation Plan. The Implementation Plan contains "Chapter XI Proposed Implementation Activities" which describes the projects that the Agency intended to undertake during the five year period. The acquisition and rehabilitation project is described in D (2) as follows:

*"The Agency will operate an acquisition and rehabilitation program in partnership with Habitat for Humanity whereby affordable units will be created through the substantial rehabilitation of existing homes."*

Section 34181 states that property to be used for a project identified in an approved redevelopment plan is to be transferred to the City. It is the intention of the City of Lawndale to undertake a substantial rehabilitation of the housing unit and deed restrict it for occupancy by a low or moderate income household as specified in the Redevelopment Agency's 2009-2015 Implementation Plan.

Parcel #3





**DATE OF ACQUISITION AND ITS VALUE AT THAT TIME, AND AN ESTIMATE OF CURRENT VALUE, INCLUDING APPRAISAL INFORMATION**

Parcel #3 was purchased over several years. Easterly portion of the site containing approximately 6,250 square feet was purchased in March 2002 for \$292,000. The Westerly portion of the site, including an alley way and a former residential unit to the South were used for staff offices and initially purchased or decided by the City of Lawndale and sold to the former Redevelopment Agency in 2010 for \$920,000. Subsequently an additional residential parcel located to the south was purchased in 2011 for \$425,000. No appraisal of the site was conducted after the completion of the Lawndale Community Center in 2012. City staff estimates the value using the replacement cost method at approximately \$12,000,000 which was derived from actual construction costs and land value. However, staff has determined that the market value of the site is \$0 as a result of the following restrictions placed on the use of the site by the Lawndale Zoning Code, the federal government, and the County of Los Angeles:

- The Lawndale Community Center site is zoned for Institutional use and therefore can only be used for school and government facilities.
- The Lawndale Community Center was constructed using the proceeds of a tax exempt bond issue. The bond covenants would prevent the use of the property for a nonpublic use as it would endanger the tax deductability of the bonds.
- The construction of the Lawndale Community Center was funded in part with federal grants from the U.S. Department of Housing and Urban Development which restrict the use of the site to a Community Center.

- The construction of the Lawndale Community Center was funded in part with recreation grants from Los Angeles County which specify that the site must remain open to the public and used for public recreation.

The Community Center is used for administrative offices for parks and recreation staff and contains rooms used for public recreation. Occasionally, rooms are rented for private parties. The cost of operating and maintaining the Community Center far exceeds the small amount of rental income it generates. If an income approach were used to determine the value of the community center the value would be negative.

After using the three valuation methods, the Successor Agency believes that the value of the building is zero as a result of the many restrictions placed on its use,

#### **PURPOSE FOR WHICH THE PROPERTY WAS ACQUIRED**

The property was purchased for a community center facility. The Lawndale Community Center was built to provide a recreation center facility and administrative offices for the City's Community Services Department.

#### **ESTIMATE OF LEASE, RENTAL OR OTHER REVENUES GENERATED BY THE PROPERTY AND DESCRIPTION OF CONTRACTUAL REQUIREMENTS**

The Community Center is used for administrative offices for parks and recreation staff and contains rooms used public recreation. Occasionally, rooms are rented for private parties. The cost of operating and maintaining the Community Center far exceeds the small amount of rental income it generates.

#### **HISTORY OF ENVIRONMENTAL CONTAMINATION OR REMEDIATION EFFORTS**

There is no known history of environmental contamination of this site.

#### **A DESCRIPTION OF THE PROPERTY'S POTENTIAL FOR TRANSIT-ORIENTED DEVELOPMENT AND THE ADVANCEMENT OF THE PLANNING OBJECTIVES OF THE SUCCESSOR AGENCY**

There is no potential for Transit-Oriented Development at this site as it is fully developed as a community center.

#### **HISTORY OF PREVIOUS DEVELOPMENT PROPOSALS**

This site was purchased specifically for a community center and no other proposals were sought.

#### **USE OR DISPOSITION**

The intended use of this property is retention by the City of Lawndale for a governmental use as a recreational community center. The Lawndale Community Center is currently being used as a public recreation facility and the administrative offices for the Community Services Department (parks and recreation).

During their existence, redevelopment agencies constructed recreation facilities to serve redevelopment project areas. Community Redevelopment Law authorized the expenditure of redevelopment funds for construction of recreation facilities but prohibited the use of redevelopment funds for operation of such facilities. Since a redevelopment agency could not operate a recreation facility, agencies commonly transferred the facilities after completion to a local government agency. In March of 2011, the Lawndale Redevelopment Agency transferred the completed Lawndale Community Center to the City of Lawndale at no cost.

The continued use of this site as a Community Center is consistent with several redevelopment plans adopted by the Lawndale Redevelopment Agency. The Lawndale Redevelopment Agency adopted a redevelopment plan for its only redevelopment project area in 1999. The 1999 Redevelopment Plan contains an "Exhibit C Public Facilities and Infrastructure Improvements Projects. Exhibit C lists, among other needed improvements, to be provided by the Redevelopment Agency a "Community Center" and a "Community Plaza on Burin Avenue." A community plaza was constructed on Burin Avenue as part of the development of the Lawndale Community Center.

A later plan, the Lawndale Redevelopment Agency's 2009-2015 Implementation Plan also lists a community center as a needed public improvement to be provided by the Redevelopment Agency. In 2009, Redevelopment Bonds specifically to fund the construction of a community center and other infrastructure projects.

Section 34181 states that property to be used for a governmental use is to be transferred to the City. It is the intention of the City of Lawndale to maintain the Lawndale Community Center for recreational purposes and to house the City's Community Services Department staff.



Successor Agency:  
County:

LONG-RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

HSC 34191.5 (c)(2)		HSC 34191.5 (c)(1)(A)					
No.	Property Type	Permissible Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis
1	Vacant Land & Mobile Home Park	Retention of Property for Future Development	The 2009-2015 Redevelopment Implementation Plan states that the site is to be used for future development of a retail shopping center.	15801 & 15811 Hawthorne Blvd. - February 27, 2007 / 15821 Hawthorne Blvd. - April 30, 2002 / 4432 Manhattan Beach Blvd. (Mobile Home Park) - April 14, 2010	\$2,260,000	\$1,998,000	The following was based on discussions from a certified MAI appraiser: 20% reduction on 42,112 square feet of vacant land since the last appraisal conducted in December 2006. 25% reduction on 17,922 square feet of mobile home park space since last appraisal conducted in December 2006.
2	Single Family Residence	Retention of Property for Future Development	The 2009-2015 Redevelopment Implementation Plan described an acquisition and rehabilitation program to create affordable housing. This site was purchased for this program.	July 27, 2011	\$255,000	\$255,000	The following was based on discussions from a certified MAI appraiser: Value remains the same as when purchased. The city contracted with Habitat for Humanity for the purchase and acquisition of the site, there was no recent appraisal conducted.
3	Community Center	Retention of Property for Governmental Use	The Lawndale Community Center was built to provide a recreational community center facility and administrative offices for the City's Community Services Department.	4415, 4420, 4422, 147th Street - March 14, 2002 / 14718 Burn Ave. - July 7, 2009 / 14700 Burn Ave. - December 7, 2009	\$1,637,000	\$0	The bond proceeds used in the development of this facility restrict the use of the building for recreational community services purposes and the zoning for this land is restricted to institutional. The building on the site does not meet parking requirements alone and would require the additional parking provided by the Lawndale City Hall. Two federal and one county grant restrict the use to a community center facility or recreation. There is no private marketability for this site.

SALE OF PROPERTY		HSC 34191.5 (G)(1)(B)	HSC 34191.5 (G)(1)(C)				
Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning
July 1, 2013	\$1,750,000	June 30, 2015	Economic Development - To pursue the development of a retail, restaurant, and commercial site	15801, 15611, and 15621 Hawthorns Boulevard (Vacant Land) / 2432 Manhattan Beach Boulevard (Mobile Home Park)	4074-001-900, 902, 903, 904 & 906 (Vacant Land) / 4074-001-006 (Mobile Home Park)	Approximately 60,234 Square Feet	Office Commercial
July 1, 2013	\$250,000	June 30, 2014	Affordable Housing - Substantial rehabilitation of a dilapidated housing unit	14611 Filmons Avenue	4078-006-900	Approximately 4,479 Square Feet	Multi-Residential
July 1, 2013	None	None	Recreational facility for youth and seniors and to house administrative staff.	14700 Burin Avenue	4078-024-908	Approximately 26,862 Square Feet	Institutional

HSC 34191.5 (C)(1)(D)	HSC 34191.5 (C)(1)(E)	HSC 34191.5 (C)(1)(F)	HSC 34191.5 (C)(1)(G)	HSC 34191.5 (C)(1)(H)
Estimate of Current Parcel Value	Estimate of Income/Revenue	Contractual requirements for use of income/revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development
\$1,896,000	\$3,700	5 mobile home tenants on a month-to-month basis. Funds are used for the maintenance of the site, 3rd party management fees, and relocation costs of tenants.	None	The site is approximately 1.5 miles from a metro transit station and nearby 3 daily bus stops. Although the site is not ideal for a transit rail line station, there are opportunities for bus and bicycle transit type stations.
\$255,000	None	None	None	The site is located in a residential neighborhood and is not an ideal site for transit oriented development.
\$0	None	None	None	The planning objective is to maintain the facility for recreational purposes and fulfill the bond requirements
				History of previous development proposals and activity
				The former Redevelopment Agency has been working with a developer and has received proposals for a retail and commercial establishment site. The proposals have included restaurants, a bank, a grocery store, a life-style center, and smaller retail establishments.
				Advancement of planning objectives of the successor agency
				The planning objective is to assist the development of the site into one that meets the City's General Plan, Hawthorne Specific Plan, and former Redevelopment Agency 5-Year Implementation Plan.
				Acquired as a part of a partnership with Habitat for Humanity to rehabilitate units for affordable housing.
				None

**ATTACHMENT D**

**PURCHASE AND SALE AGREEMENT**

## PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”), is made as of June 25, 2018 (“**Agreement Date**”) is by and between the **SUCCESSOR AGENCY TO THE LAWDALE REDEVELOPMENT AGENCY OF THE CITY OF LAWDALE**, a public body, corporate and politic (“**Seller**”), and the **CITY OF LAWDALE**, a general law City (“**Purchaser**”) and is effective as of the Effective Date (as defined in Section 2.1).

### RECITALS

A. Purchaser own real property located at 15801, 15811 and 15821 Hawthorne Boulevard and 4432 Manhattan Beach Boulevard (collectively, “**Property**”) in the City of Lawndale, Los Angeles County (“**County**”), California. The Property is described as Assessor’s Parcel Numbers 4074-001-900, -901, -902, -903, -904 and -906, and -907 and is more particularly described in Exhibit A attached hereto.

B. The Property was originally acquired by the Lawndale Redevelopment Agency. However, following the dissolution of redevelopment agencies and pursuant to California law in 2011, Seller became the successor in interest to the Property.

C. Dissolution laws established a process for asset management/disposition/transfers, which include preparation and approval of a Long Range Property Management Plan (“**PMP**”) by the successor agency to each dissolved redevelopment agency, the oversight board for the successor agency and the State Department of Finance (“**DOF**”).

D. On June 18, 2014, Seller received approval of its PM from the DOF. The LRPMP identifies the permissible use of the Property as “Sale of Property”. Nevertheless, once the Seller approves an agreement to sell the Property, the agreement must be ratified by the Seller’s Oversight Board and the DOF.

E. Seller desires to sell, and Purchaser desires to purchase, the Property (as defined below), all in accordance with the terms set forth below.

### TERMS & CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Purchaser agree as follows:

#### 1. Purchase and Sale of Property.

1.1 Property. Pursuant to the terms and subject to the conditions set forth in this Agreement (including the Recitals which are incorporated herein), Purchaser hereby agrees to purchase from Seller, and Seller agrees to sell to Purchaser the Property and the Personal Property (defined below).

**1.2 Mobile Home Park Closure and Tenant Relocation.** The Seller is undertaking the closure of the Blue Bonnet Mobile Home Park (“Park”), which is located on a portion of the property at 4432 Manhattan Beach Boulevard. As part of the Park closure, the Seller shall negotiate and compensate (if necessary), the removal and relocation of the tenants in possession in the Park so that the Park property can be delivered to the Purchaser free and clear of all tenancies at the Seller’s sole cost and expense.

**1.3 Park Tenants.** The Seller represents that the Park includes three (3) tenants, 2 in one single family home and one in a coach and that each of the units is being used as a residence only and that no other people or businesses occupy the Property or were occupying the Property at any time subsequent to Seller and Purchaser’s commencement of negotiations for the sale of the Property. The tenant in the coach owns the coach he resides in. Seller owns the house.

Seller warrants that there are no other tenants or written or oral leases on all or any portion of the Property and Seller further agrees to hold Purchaser harmless and reimburse Purchaser for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any undisclosed lease or other grant of interest in Property held by any undisclosed tenant of Seller.

## **2. Effective Date; Opening of Escrow.**

**2.1 Effective Date.** This Agreement shall be effective (“Effective Date”) on the last to occur of: (i) approval by the Successor Agency Board on behalf of Seller; (ii) approval by the Oversight Board; and (iii) approval by the DOF or expiration of the time in which DOF may question this Agreement.

**2.2 Opening of Escrow.** Within three (3) business days of the Effective Date, Purchaser shall open an escrow (“Escrow”) with Madrona Park Escrow, Inc. (“Escrow Holder”), located at , 23868 Hawthorne Blvd., Ste. 101, Torrance, CA 90505, telephone (310)791-5050 by causing a copy of the executed Agreement to be delivered to Escrow Holder. Upon receipt, Escrow Holder is hereby instructed to execute the Escrow Acceptance & Agreement on the signature page hereof after inserting (i) the date Escrow is opened (“Opening of Escrow”), and (ii) the Escrow number, and thereafter return a copy of the fully executed and completed Agreement to Purchaser and Seller, respectively.

**2.3 Authority to Execute Extensions.** The Executive Director of Seller shall have the authority to execute extensions of time periods on behalf of Seller. The City Manager of the City shall have the authority to execute extensions of time periods on behalf of Purchaser.

## **3. Purchase Price.**

**3.1 Purchase Price.** The purchase price for both the Property is One Million Nine Hundred Ninety-Eight Thousand Dollars (\$1,998,000) (“Purchase Price”).

**3.2 Payment of Purchase Price.** The Purchase Price shall be paid as follows:

- i. **Deposit.** Within three (3) days of the Effective Date, Purchaser shall deposit the sum of Five Thousand Dollars (\$5,000) (“Deposit”) with the Escrow Holder, to be held in Escrow for the benefit of the parties

and applied against the Purchase Price at Closing or refunded or forfeited in accordance with the terms of this Agreement.

- ii. **Balance.** The balance of the Purchase Price shall be deposited by Purchaser in Good Funds not less than one (1) business day prior to the Closing.

**3.3 Good Funds.** All funds deposited into Escrow shall be in “Good Funds” which means a wire transfer of funds, cashier’s or certified check drawn on or issued by the offices of a financial institution located in the State of California.

**4. Closing Deliveries to Escrow Holder.**

**4.1 By Seller.** Seller covenants and agrees to deliver or cause to be delivered to Escrow Holder within one (1) business day prior to the Closing Date the following instruments, documents and funds, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Purchaser.

a. **Deed.** A Grant Deed executed and acknowledged by Seller to the Property to Purchaser in the form set forth as Exhibit B attached hereto (“Deed”).

b. **Non-Foreign Certification.** A Transferor’s Certification of Non-Foreign Status (“FIRPTA Certificate”), duly executed by Seller under penalty of perjury upon the terms set forth therein, setting forth Seller’s address and federal tax identification number and certifying that Seller is a “United States Person” and that Seller is not a “foreign person” in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

c. **Closing Statement.** An executed settlement statement reflecting the pro-rations and adjustments in accordance with Section 10.

d. **Closing Documents.** Any additional tax forms, recordation forms, 1099s or other documents as may be reasonably required by the Escrow Holder or the Title Company to consummate the transaction contemplated by this Agreement.

**4.2 By Purchaser.** Purchaser hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder within one (1) business day prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Seller:

a. **Purchase Price.** The balance of the Purchase Price and any additional required funds all in Good Funds.

b. **Preliminary Change of Ownership Statement.** A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.

c. **Closing Documents.** Any additional tax forms, recordation forms, or other documents as may be reasonably required by the Escrow Holder or the Title Company to consummate the transaction contemplated by this Agreement.

**4.3 Additional Closing Items.** Each party shall also execute and deliver to the Escrow Holder such documents, certificates and instruments as may customarily be required in transactions of this type. The items required to be submitted to the Escrow Holder pursuant to this Section 4 are referred to herein collectively as the “**Closing Items**”.

**5. Title.**

**5.1 Title Approval.** Within five (5) days of the Opening of Escrow, Seller shall deliver to Purchaser and Escrow, at Seller’s own cost and expense, a preliminary title commitment for an ALTA non-extended owner’s policy of title insurance with standard exceptions (“**Title Insurance Commitment**”) issued by Lawyers Title Company (“**Title Company**”) including hyperlinks to or copies of all documents shown in the commitment as affecting title (“**Title Documents**”) and a plotting of any easements on the Property. If Purchaser requires any endorsements to the Title Policy, or if Purchaser requires an extended coverage ALTA owner’s policy of title insurance (“**Extended ALTA**”) or a binder in lieu of a policy of title insurance, then Purchaser shall make such election in a timely manner so as to not interfere with or delay Closing and pay the additional cost of obtaining any endorsements or such Extended ALTA policy or binder, including, without limitation, timely obtaining a survey at its sole cost and expense. Seller shall execute and deliver to the Title Company an Owner’s Affidavit and such other documentation as may be reasonably required by the Title Company to issue the Title Policy.

Purchaser shall have ten (10) days from receipt of the Title Insurance Commitment and Title Documents to inspect the state of the title and matters affecting title, and to object to the matters shown thereby (“**Title Objection Notice**”). Failure to provide the Title Objection Notice in writing within the above period shall constitute Purchaser’s objection to all exceptions to title shown on the Title Insurance Commitment. If Purchaser objects to any matter disclosed by the Title Insurance Commitment or Title Documents, then Seller shall have ten (10) business days from the date it is notified in writing of the particular defects claimed, to elect, in its reasonable discretion, either: (1) to remedy the title defect that is the subject of Purchaser’s objection by removal or endorsement, or (2) not remedy the title defect that is the subject of Purchaser’s objection, at Seller’s option (“**Seller’s Election Notice**”); Seller’s Election Notice shall be communicated in writing to Purchaser. If Seller elects not to remedy such title defect (or fails to timely notify Purchaser of its election with regard to same), then Purchaser shall have five (5) days following (i) receipt of Seller’s Election Notice under the preceding sentence, or (ii) Seller’s failure to timely provide Purchaser with such written notification, to elect to either (a) waive its title objection and accept title subject to the alleged title defect, or (b) terminate this Agreement and receive a refund of the Deposit.

Notwithstanding the foregoing, Purchaser hereby objects to all liens evidencing monetary encumbrances (other than liens for non-delinquent general real property taxes to be paid by Purchaser under this Agreement) and Seller agrees to cause all such liens to be eliminated at Seller’s sole cost (including all prepayment penalties and charges) prior to the Closing Date.

Notwithstanding anything to the contrary contained in this Agreement, if, at any time prior to the Closing, any updates to the Title Insurance Commitment are received by Purchaser, Purchaser shall have five (5) business days (regardless of the date) following Purchaser’s receipt of such update and legible copies of all underlying documents referenced therein (that were not referenced in the Title Documents previously provided to Purchaser) to notify Seller of objections to items on any such updates (“**Title Updates**”), and in the event Seller does not agree to remedy such objections, Purchaser may terminate this Agreement or waive such objections and proceed to Closing.



**5.2 Title Policy.** At Closing, the Title Company will commit to issue an ALTA non-extended (or extended if Purchaser complies with the requirements above) owner's title policy showing the (i) possessory interest real estate taxes as applicable; (ii) Permitted Exceptions (as defined below); and (iii) any exceptions created by Purchaser ("**Title Policy**"). "**Permitted Exceptions**" means those items disclosed by the Title Insurance Commitment that Purchaser does not object to, or that Purchaser waives objection to, or agrees to take title subject to, or that Purchaser agrees to accept affirmative title insurance coverage over, and all zoning ordinances and regulations.

**6. Possession.** At Closing, Purchase shall take possession of the Property.

**7. Conditions to Closing.**

**7.1 Closing Conditions for Purchaser's Benefit.** Purchaser's obligation to purchase the Property are subject to and expressly conditioned upon satisfaction (or written waiver) by Purchaser of the following conditions precedent to the Closing:

- i. As of the Closing Date, the Title Company will issue the Title Policy in accordance with Section 5.2.
- ii. Seller shall have relocated all of the tenants from the Park.
- iii. Purchaser shall have delivered the Property Approval Notice (defined in Section 8.1) in accordance with Section 8.
- iv. Purchaser shall provide a written notice to Seller ("**Purchaser's Closing Notice**") waiving all conditions to Purchaser's obligation to proceed to Closing.
- v. Seller's representations and warranties described in Section 13 below shall be true and correct as of the Closing Date.
- vi. Seller has performed its obligations in this Agreement.

**7.2 Closing Conditions for Benefit of Seller.** Seller's obligation to purchase the Property are subject to and expressly conditioned upon satisfaction (or written waiver) by Seller of the following conditions precedent to the Closing:

- i. Purchaser has not delivered a Purchaser's Termination Notice under Section 8.4.2.
- ii. This Agreement has been approved by the Oversight Board and DOF.
- iii. Purchaser has performed all its obligations under this Agreement.

## 8. Due Diligence Period.

**8.1 Property Approval Notice.** Purchaser shall have a period of thirty (30) days following the Opening of Escrow ("**Due Diligence Period**") within which to approve, in Purchaser's sole and absolute discretion, the feasibility of the Property for Purchaser's intended purposes, and in the event of such approval, deliver written notice of approval ("**Property Approval Notice**") to Seller, with a copy to Escrow Holder. Failure to timely deliver the Property Approval Notice prior to the expiration of the Due Diligence Period shall be deemed Purchaser's disapproval of the Property in which event this Agreement shall terminate upon written notice of either party. During the Due Diligence Period,

**8.2 Review of Documents and Materials.** Within five (5) days of the Opening of Escrow, Seller shall deliver to Purchaser any and all documents, reports, surveys, environmental assessments, engineering reports, building plans and blueprints for the Property and other materials in Seller's possession or under its control or that of its agents, respecting the Property, including any Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties, and any Natural Hazard Zone Disclosure Report (collectively, "**Materials**"). During the Due Diligence Period, Purchaser may review and evaluate the Materials to determine whether the Property is appropriate for Purchaser's proposed use, in its sole discretion.

Within three (3) days of Opening of Escrow, Seller shall make available to Purchaser true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports or other documents in Seller's possession or required by this Agreement .

**8.3 Purchaser's Due Diligence & Survey.** During the Due Diligence Period, Purchaser and its agents may, at Purchaser's sole expense, conduct tests and physical inspections of the Property, including building inspections and environmental site assessments desired by Purchaser. Purchaser may also conduct such investigations with regard to zoning, building codes, and availability of permits and approvals for its intended construction and use of the Property, as it deems prudent in its sole discretion. Purchaser shall restore the Property to the condition that it was in prior to those tests and inspections and shall indemnify, defend and hold Seller harmless from all damages, costs, loss, expense (including attorney fees) and liability resulting from Purchaser's activities, acts and omissions on the Property. During the Due Diligence Period Purchaser shall have the right, but not the obligation, to cause a survey of the Property to be prepared at its own expense. The survey shall: (1) be certified to the Title Company; and (2) be prepared and sealed by a registered California Land Surveyor. Copies of any reports and/or survey prepared pursuant to this Section shall be delivered to Seller and the Title Company.

### **8.4 Purchaser's Termination Rights.**

**8.4.1 Termination During Due Diligence Period.** Prior to the expiration of the Due Diligence Period, Purchaser shall have the right to terminate this Agreement if, during the course of Purchaser's due diligence investigations of the Property determines in its sole and absolute discretion that the Property is not acceptable to Purchaser.

**8.4.2 Termination Notice.** In the event Purchaser elects to terminate this Agreement prior to the expiration of the Due Diligence Period or any Extended Due Diligence Period

in accordance with Section 8.4.1 or Section 8.4.2, Purchaser shall deliver written notice of such election to terminate to Seller and Escrow Holder (a "**Termination Notice**") on or before the expiration of the Due Diligence Period or Extended Due Diligence Period, as applicable. Upon the timely delivery of such Termination Notice, (i) Escrow Holder shall immediately return the Deposit to Purchaser, and (ii) this Agreement shall terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder. If Purchaser has timely delivered to Escrow Holder a Termination Notice, no notice to Escrow Holder from Seller shall be required for the return of the Deposits to Purchaser.

**9. Disclaimer of Warranties.** Purchaser agrees to acquire the Property in its "AS IS" condition and shall be responsible for any and all defects in the Property, whether patent or latent, including, without limitation, the physical, environmental, and geotechnical condition of the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under or about the Property. Except as expressly set forth in this Agreement, Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property. Purchaser acknowledges that, once Purchaser obtains title to the Property, any liability of Seller for the environmental condition of the Property shall be extinguished, and that Seller shall have no liability for remediating any environmental condition of the Property. Purchaser shall indemnify Seller against any claim or liability relating to the environmental condition of the Property; provided, however, that Seller shall remain liable for any hazardous materials released into the Property while Seller owned the Property.

**10. Prorations and Allocation of Costs.** The following items shall be prorated and/or adjusted as follows:

**10.1 Taxes.** Escrow Holder is not to be concerned with proration of Seller's taxes for the current fiscal year as Seller is a public agency and therefore exempt from the payment of property taxes. Purchaser shall be responsible for all applicable prorated taxes once Purchaser obtains title to the Property.

**10.2 Other Costs.** Purchaser shall pay all water, sewer, and other utility charges incurred on or before the Closing Date with respect to the Property. After the Closing, Purchaser shall continue to pay all such charges. Seller shall pay (i) the applicable documentary transfer taxes; (ii) cost of recording any curative instruments; (iii) the premium for an ALTA non-extended owner's title policy; and (iv) fifty percent (50%) of Escrow fees. Purchaser shall pay (i) recording fees for the Deed (if applicable); (ii) any and all costs associated with any financing by Purchaser; (iii) any additional premium for an extended coverage ALTA owner's policy (if required by Purchaser); and (iv) fifty percent (50%) of Escrow fees. Each party shall pay its own legal fees for the negotiation and preparation of this Agreement.

**10.3 PURCHASER'S DEFAULT. IF PURCHASER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY DEFAULT OF PURCHASER, SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO PURCHASER. PURCHASER AND SELLER ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY SELLER AS A RESULT OF SUCH DEFAULT BY PURCHASER, AND AGREE THAT THE DEPOSIT (INCLUDING ALL INTEREST) ARE A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT PURCHASER**

BREACHES THIS AGREEMENT BY DEFAULTING IN THE COMPLETION OF THE PURCHASE, THE DEPOSITS (INCLUDING ALL INTEREST) SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID BY PURCHASER TO SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 21 BELOW AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT, SELLER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST PURCHASER WHICH SELLER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY PURCHASER. THE PAYMENT OF THE DEPOSITS (INCLUDING ALL INTEREST) AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SELLER'S INITIALS: \_\_\_\_\_ PURCHASER'S INITIALS: \_\_\_\_\_

10.4 SELLER'S DEFAULT. IF SELLER FAILS TO COMPLETE THE SALE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY MATERIAL DEFAULT OF SELLER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT), PURCHASER MAY EITHER (I) PROCEED AGAINST SELLER BY BRINGING AN ACTION FOR SPECIFIC PERFORMANCE UNDER THIS AGREEMENT WITHOUT ANY RIGHT TO SEEK DAMAGES OF ANY KIND OR NATURE, OR (II) TERMINATE THIS AGREEMENT IN WHICH EVENT THE DEPOSIT SHALL BE RETURNED TO PURCHASER AND SELLER WILL REIMBURSE PURCHASER FOR ITS OUT-OF-POCKET COSTS RELATING TO THIS TRANSACTION AND INCURRED AS OF THE DATE OF SELLER'S DEFAULT UP TO A MAXIMUM OF \$5,000.00. PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY PURCHASER AS A RESULT OF SUCH MATERIAL DEFAULT BY SELLER AND AGREE THAT THE REMEDY SET FORTH IN CLAUSE (II) ABOVE IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT SELLER BREACHES THIS AGREEMENT BY MATERIALLY DEFAULTING IN THE COMPLETION OF THE SALE, AND PURCHASER ELECTS NOT TO EXERCISE THE REMEDY SET FORTH IN CLAUSE (I) ABOVE BUT INSTEAD ELECTS THE REMEDY SET FORTH IN CLAUSE (II) ABOVE, SUCH SUMS SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF PURCHASER WHICH IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO PURCHASER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 22 BELOW AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT, PURCHASER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST SELLER WHICH PURCHASER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY SELLER.

SELLER'S INITIALS: \_\_\_\_\_ PURCHASER'S INITIALS: \_\_\_\_\_

11. Closing. Escrow shall close once all of the Conditions to Closing (Section 7) have

been met (“Closing”) unless this Agreement has been duly and timely terminated pursuant to the provisions of this Agreement. As used herein, “Closing Date” means the date and time on which the Deed is recorded in the Official Records of the County.

12. **Risk of Loss.** If all or any portion of the Property is damaged or condemned during Escrow, this Agreement shall terminate.

13. **Representations and Warranties of Seller.** To the Seller’s actual knowledge (with no duty to investigate), Seller represents and warrants to Purchaser that, except as set forth or otherwise disclosed in this Agreement, or in any exhibit to this Agreement:

a. Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer or otherwise dispose of any portion or portions of the Property.

b. Seller has not received notice of violation of any applicable law, ordinance, regulation, order or requirement relating to the Property.

c. The Property has is not in breach of any applicable environmental laws.

d. There is no litigation pending or threatened against the Property.

All representations and warranties contained in this Agreement shall be deemed remade as of the Closing Date. As used herein, “actual knowledge” of Seller refers to the actual knowledge of Seller’s employees and agents directly involved in the negotiation and/or drafting of this Agreement and those responsible for the acquisition or maintenance of the Property.

14. **Binding Effect.** The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties. Purchaser may not assign its rights under this Agreement to any person or entity without the prior written consent of Seller, which shall be provided or withheld in Seller’s reasonable discretion. Notwithstanding the foregoing, Purchaser shall have the right to assign this Agreement without Seller’s consent (but with notice to Seller) to any entity over which Purchaser owns a majority interest or control. In the event of an assignment of Purchaser’s interests under this Agreement, the assignee shall agree to assume and be bound by the terms and provisions hereof.

15. **Broker.** Seller and Purchaser acknowledge that no broker or finder was involved in this transaction and each party agrees to indemnify and hold harmless the other party from and against any claim that a commission or fee is due to any broker or finder who dealt with the party from whom indemnification is sought.

16. **Integration; Merger; Amendment; Survival of Representations.** Seller and Purchaser have not made any covenants, warranties or representations not set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties. All representations, warranties and covenants set forth in this Agreement shall survive closing.

17. **Amendment or Modification.** This Agreement may only be modified or amended by a written agreement executed by both parties.

18. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. **Notices.** All notices shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission, electronic mail, or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, one (1) business day after depositing with an overnight air courier, two (2) business days after depositing in the mail, or upon transmission (as confirmed by electronic confirmation of transmission generated by the sender's machine) for any notice given by facsimile or electronic mail:

To Seller: Successor Agency to the Lawndale  
Redevelopment Agency  
14717 Burin Avenue  
Lawndale, California 90260  
Attn: Executive Director

With a Copy to: Aleshire & Wynder LLP  
18881 Von Karman Ave., Suite 1700  
Irvine, California 92612  
Attn: Tiffany J. Israel, Agency Counsel

To Purchaser: City of Lawndale  
14717 Burin Avenue  
Lawndale, California 90260  
Attn: City Manager

With a Copy to: Aleshire & Wynder LLP  
18881 Von Karman Ave., Suite 1700  
Irvine, California 92612  
Attn: Tiffany J. Israel, City Attorney

20. **Governing Law.** This Agreement shall be construed according to the laws of the State of California.

21. **Attorney's Fees.** In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys' fees, expert witness fees, and accounting fees, and any other professional fees resulting therefrom.

22. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

23. **Construction.** In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed

or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

24. **Qualification; Authority.** Each individual executing this Agreement represents, warrants and covenants that (a) such person is duly authorized to execute and deliver this Agreement on behalf of that party in accordance with authority granted under its organizational documents of such entity, and (b) that party is bound under the terms of this Agreement.

25. **No Waiver.** The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

26. **Exhibits.** Exhibits A and B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

[Signatures on next page.]

**SELLER:**

**SUCCESSOR AGENCY TO THE  
LAWNDALE REDEVELOPMENT AGENCY  
OF THE CITY OF LAWNDALE**

By: \_\_\_\_\_  
Robert Pullen Miles, Chair

Dated: \_\_\_\_\_, 2018

**ATTEST:**

By: \_\_\_\_\_  
Rhonda Hofmann Gorman,  
Secretary

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Tiffany J. Israel, Agency Counsel

**PURCHASER:**

**CITY OF LAWNDALE**

By: \_\_\_\_\_  
Robert Pullen Miles, Mayor

Dated: \_\_\_\_\_, 2018

**ATTEST:**

By: \_\_\_\_\_  
Rhonda Hofmann Gorman,  
City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Tiffany J. Israel, City Attorney



**ESCROW ACCEPTANCE & AGREEMENT**

Madrona Park Escrow, Inc., the Escrow Holder under this Agreement, hereby certifies that the Opening of Escrow pursuant to Section 2 of this Agreement is \_\_\_\_\_, 2018, and Escrow Holder agrees to be bound by the terms hereof. Escrow Holder has assigned Escrow No. \_\_\_\_\_ to the Escrow.

**ESCROW HOLDER:**

Madrona Park Escrow, Inc.

By: \_\_\_\_\_  
Rebecca Ellis, Escrow Officer

Madrona Park Escrow, Inc.  
23868 Hawthorne Blvd., Ste. 101  
Torrance, CA 90505  
(310) 791-5050  
(310) 791-5080 fax

**EXHIBIT A**

**PROPERTY DESCRIPTION**

That certain real property located in the City of Lawndale, County of Los Angeles, State of California, described as follows:

APN: 4074-001-900, -901, -902, -903, -904 and -906, and -907

**EXHIBIT B**  
**DEED**

FREE RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City Clerk  
City of Lawndale  
14717 Burin Avenue  
Lawndale, California 90260

APN: 4074-001-900, -901, -902, -903, -904, -906, and  
-907

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
EXEMPT FROM RECORDING FEE PER GOV. CODE § 27383

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **SUCCESSOR AGENCY TO THE LAWNDALE REDEVELOPMENT AGENCY OF THE CITY OF LAWNDALE**, a public body, corporate and politic ("**Grantor**"), hereby grants to the City of Lawndale, a general law city ("**Grantee**"), all of its respective rights, title, and interest in that certain real property in the City of Lawndale, County of Los Angeles, State of California, as more particularly described in Schedule 1 attached hereto and incorporated herein by this reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

**GRANTOR:**

**SUCCESSOR AGENCY TO THE LAWNDALE  
REDEVELOPMENT AGENCY OF THE CITY  
OF LAWNDALE**

**ATTEST:**

By: \_\_\_\_\_  
Rhonda Hofmann Gorman  
Secretary

By: \_\_\_\_\_  
Robert Pullen Miles, Chair

Dated: \_\_\_\_\_, 20\_\_

**Schedule 1 to Grant Deed**

**Legal Description of the Land**

That certain real property located in the City of Lawndale, County of Los Angeles, State of California, described as follows:

**APN: 4074-001-900, -901, -902, -903, -904, -906, and -907**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA             )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA             )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# **ATTACHMENT D**

## **Invitations for Bids**



**CITY OF LAWNDALE**

# NOTICE INVITING BIDS

**Purchase and Sale of Successor  
Agency Site Located at the  
Southwest corner of Hawthorne  
and Manhattan Beach Blvd**



14717 Burin Avenue, Lawndale CA, 90260

# Notice Inviting Bids

## **NOTICE INVITING SEALED BIDS FOR THE PURCHASE OF CITY-OWNED PROPERTY LOCATED AT THE CORNER OF HAWTHORNE AND MANHATTAN BEACH BLVD WITHIN THE CITY OF LAWDALE CA.**

The City of Lawndale (City) is requesting bids for the purchase of property located at the south west corner of Hawthorne Blvd and Manhattan Beach Blvd. The City is seeking a qualified retail commercial developer interested in acquiring and developing the commercial property.

---

**INTRODUCTION:** The City is seeking a developer who can redevelop the site with a mix of retail, commercial, and restaurant uses that will be consistent with the development goals and polices of the City's General Plan, Zoning Code, and Hawthorne Boulevard Specific Plan.

The map below (page 5) delineates the project area which indicates the City's 59,744-square foot (1.372 acre) piece of land which is comprised of seven adjacent parcels (referred to collectively as "Property"; see Appendix A on page 10). The successful bidder is encouraged to seek additional contiguous land only after the bidder enters into an acquisition agreement with the City if the proposer believes that doing so will allow for an enhanced project.

Only bids containing all of the requested information shall be considered. All materials submitted shall become a part of the bid process and may be incorporated in any subsequent contracts between the City and the selected developer.

### **INVITATION FOR SEALED BIDS**

Sealed Bid for the purchase of the real property described above will occur publicly as follows:

Sealed bids must be received no later than 1:59 p.m. on NOVEMBER 15<sup>TH</sup>, 2018/Bids in the office of the City's City Clerk at Lawndale City Hall, 14717 Burin



Avenue, Lawndale CA 90260. The bid opening will begin promptly at 2:00 p.m. within the City Hall Council Chambers.

This Invitation for Sealed Bids is subject to, and all bids submitted must be in compliance with, the Schedule, Special Terms of Sale, Instructions to Bidders, General Terms of Sale, and Bid Forms and Acceptance, all of which are attached hereto and by this reference made a part hereof.

**General Information:**

**Mandatory Bid Deposit:** Each bid must be accompanied by the \$20,000.00 initial good faith deposit required to enter into an acquisition agreement with the City, in the form of a cashier's check or certified check only and made payable to the "City of Lawndale". No offer will be accepted without a Bid Deposit in the form and amount indicated above.

All bids must be for cash upon closing, taking the property "as-is". The high bidder must be prepared to close within 30 days following notification of the City of Lawndale's acceptance of their bid and provide an additional \$200,000 deposit to initiate the purchase and sale agreement (PSA) within two business days of notification acceptance. A cashier's check or certified check which must be made payable to the order of the "City of Lawndale".

**Inspection:** All sales items may be inspected upon request. Please refer all questions to Sean M. Moore, Community Development Director at (310) 973-3230.

The proceeds from this sale shall be paid to the City of Lawndale and shall be paid by the high bidder in accordance with instructions to bidders contained herein.

**Site Description:** The Property contains approximately 59,744-square feet (1.372 acres of land; see map on page 5). The Property is comprised of seven parcels and is irregular in shape (see Appendix A on page 10) with approximately 364.32 feet of frontage along the south side of Manhattan Beach Blvd, 138.04 feet of frontage along the west side of Hawthorne Blvd, and approximately 84 feet of frontage along the north side of 159<sup>th</sup> Street. The Property and other land in the vicinity are zoned RC (Retail Commercial) and are located within the Hawthorne Boulevard Specific Plan Area. The site is primarily vacant, however 13,440 square feet of the Property includes the remnants of a small mobile home park which has recently been closed. The Property is generally level and has all public offsite improvements in place; however, offsite improvements such as curb, gutter, and sidewalk may be required depending on the project's design.

The City of Lawndale will not conduct or fund the following services: (1) land survey, (2) testing or pumping septic leach field system, (3) testing, pumping or

removal of underground fuel storage tanks, (4) termite inspection, (5) testing for asbestos, (6) testing for lead based paint, (7) title insurance, (8) domestic water quality test and (9) any further appraisal. If the purchaser desires these services, they will be acquired at the purchaser's expense.



## TERMS OF SALE

### 1. Bid Deposit-Terms

Bids to purchase must be on a ***CASH BASIS ONLY***. NO CREDIT TERMS ARE AVAILABLE. We have no information on the availability of private financing or on the suitability of this property for financing. A bid deposit of \$20,000.00 is required. Only cashier's checks or certified checks will be accepted. A bid deposit must accompany each and every bid sale item purchased.

The Pay to the Order of should be made out to: "The City of Lawndale". The bidder shall be prepared to close within 30 days following the City of Lawndale's bid acceptance.

### 2. Bid Price

The City of Lawndale seeks to obtain fair market value or more for the Property and reserves the right to reject any and all bids. The estimated Fair Market Value of this Property is \$4,650,000.00. **THE MINIMUM BID IS \$4,650,000.** As this is a highly desired property, bidders are encouraged to submit bids higher than the minimum bid price.

### 3. Prospective Purchasers Agreement

Bidder's offers are contingent upon The City of Lawndale and the Bidder entering into a Purchase and Sale Agreement.

## **GENERAL TERMS OF BID PROCESS AND SALE**

### 1. DESCRIPTIONS IN INVITATION FOR SEALED BIDS.

The description of the Property set forth herein and any other Information provided with respect to the Property is based on information available to the City of Lawndale and is believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the City and/or any other public agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

### 2. INSPECTION.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening.

### 3. CONDITION OF PROPERTY.

The Property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

### 4. ZONING.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, shall be the responsibility of the bidder and the City of Lawndale makes no representation in regards thereto. Any inaccuracies or changes in the zoning

information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Sealed Bids or the sale agreement.

#### 5. POSSESSION.

The successful bidder agrees to assume possession of the Property as of the date of conveyance.

#### 6. REVOCATION OF BID AND DEFAULT.

A bid will be deemed forfeited in the event of: (a) revocation of a bid after the bid opening and prior to acceptance, (b) revocation of a bid after notice of acceptance, (c) default by the successful bidder in the performance of the contract of sale created by such acceptance, or (d) failure by the successful bidder to consummate the transaction. Upon such occurrence the deposit, together with any payments subsequently made on account and al interest, will be forfeited to the City.

#### 7. LIABILITY.

If this Invitation for Sealed Bids is accepted by the City of Lawndale and: (1) the City fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, the City will promptly refund to Purchaser all amounts of money Purchaser has paid without interest and the City will have no further liability to Purchaser. Further, the City may rescind its approval at any time subsequent to acceptance and approval and prior to conveyance, if it is reasonably determined by the City that such action is justified in the light of the circumstances then prevailing. Any rescission, pursuant to this paragraph will be without liability on the part of the City other than the return of the earnest money deposit, if any, without interest.

#### 8. TITLE INSURANCE.

Any title evidence desired by the successful bidder will be procured by the successful bidder at the sole cost and expense of the successful bidder. The City will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, or other documents relating to the title of the premises and property involved, as it may have available. The City will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

## 9. TITLE.

If a bid for the purchase of the property is accepted, the City's interest will be conveyed by a deed without warranty.

## 10. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The City will set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the City the balance of the purchase price in the form of a cashier's check, certified check, or money order made payable to the City of Lawndale. Upon the City's receipt of the balance of the purchase price and satisfaction of all terms in the sale agreement the grant deed will be recorded and delivered to the successful bidder.

## 11. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by State and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

## 12. CONTRACT.

Once a bid has been accepted by the City, the parties shall enter into an agreement for sale which must be approved by the City Council for the City of Lawndale. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the City, and any assignment transaction without such consent shall be void.

## **INSTRUCTIONS TO BIDDERS**

### 1. Submittal of Sealed Bids

The outside of the envelope containing the sealed bid must be marked: Sealed Bid for Purchase of City Property at the corner of Hawthorne and Manhattan Beach Blvd's. No later than the date and time designated for the opening of the sealed bid, each prospective bidder must submit its bid deposit in the amount and form specified herein.

## 2. Bid Form and Deposit

Each prospective bidder must complete and execute, in duplicate, its completed bid form, in the form attached in this Invitation for Bids, and all information and certifications called for thereon must be furnished, see Appendix B. Bids submitted in any other manner or which fail to furnish all information or certifications required will be rejected. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed by the parties authorized to bind the bidder. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid.

## 3. Bid Deposit Return

Each bidder's bid deposit shall include a self-addressed stamped envelope for the return of the unsuccessful bidder's bid deposit. Only the bid deposit from the high bidder will be retained by the City. The City will make the bid award decision.

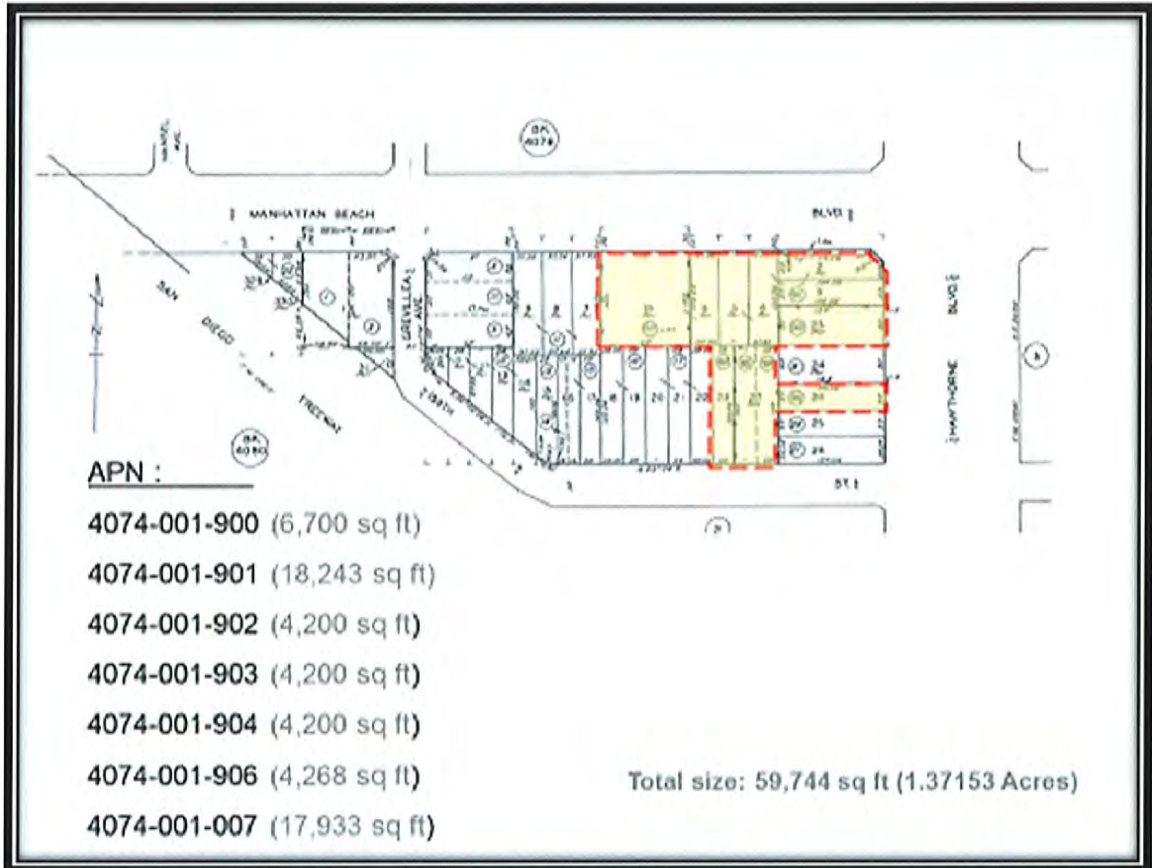
## 4. Additional Information

The City, at the address given in this Invitation for Bids, will, upon request, provide additional information concerning the Property to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

## 5. Notice of Acceptance or Rejection

Notice by the City of acceptance of a bid shall be deemed to have been sufficiently given upon written notification to the high bidder or its duly authorized representative at the address indicated in the bid documents. Notice by the City of rejection of a bid shall be deemed sufficiently given when the bid deposit of the rejected or unsuccessful bidder has been mailed to the bidder at the address provided on the self-addressed envelope.

# Appendix A



# Appendix B

## Bid Form





## CITY OF LAWNDALE BID PROPOSAL APPLICATION

**PURCHASE OF PROPERTY OF CITY OWNED PROPERTY LOCATED AT THE  
SOUTH WEST CORNER OF MANHATTAN BEACH AND HAWTHORNE  
BOULEVARDS.**

**DEADLINE:** Seal bids must be received no later than 1:59 p.m. on November 15<sup>th</sup> 2018 to the City Clerk's Office at the Lawndale City Hall at 14717 Burin Avenue, Lawndale, CA 90260. Please contact Sean M. Moore, AICP, for more information at (310) 973-3230.

**Name of applicant:** \_\_\_\_\_

**Company name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Primary phone number:** \_\_\_\_\_

**Alternate phone number:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Applicant's bid amount:** \$ \_\_\_\_\_

(Bid must be a minimum of \$4,650,000, made payable to the "City of Lawndale". A "Good Faith" deposit of \$20,000 is required upon application submittal.)

\_\_\_\_\_  
**Applicant's signature**

\_\_\_\_\_  
**Date**

**FOR CITY USE ONLY**

**Required \$20,000 initial "Good Faith" deposit included?**  Yes  No

\_\_\_\_\_  
**Date Received**

\_\_\_\_\_  
**Time Received**

\_\_\_\_\_  
**Received By**

## **ATTACHMENT E**

**Three (3) bid proposals (Mr. Felix Padilla, Gotham Auto, LLC,  
and 3600 Torrance Management)**



December 13, 2018

Sean M. Moore  
AICP  
Community Development Director  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260

RE: SWC Hawthorne Blvd. and Manhattan Beach Blvd., Lawndale, CA  
APN #'s: 4074-0010900; 4074-001-901; 4074-001-902; 4074-001-903; 4074-001-904; and  
4074-001-906;

Dear Mr. Moore:

This letter sets forth the proposed terms for the negotiation of a Purchase and Sale Agreement for the above referenced property. It does not bind the Property or Seller to provide the proposed Buyer with any interest in the Property or rights against Seller.

1. **SELLER:** City of Lawndale
2. **BUYER:** Jose Felix Padilla and Robert M. Jonas
3. **PROPERTY:** The Property is located at 4432 Manhattan Beach Blvd., 15801 Hawthorne Blvd., 15881 Hawthorne Blvd., and 15821 Hawthorne Blvd., in the City of Lawndale, State of California, and is more particularly described as the fee simple interest in APN #'s: 4074-0010900, 4074-001-901, 4074-001-902, 4074-001-903, 4074-001-904, and 4074-001-906 (as shown on attached parcel map) consisting of approximately 59,744 square feet of land.
4. **PURCHASE PRICE:** A total of Four Million One Hundred One Thousand Dollars and 00/100 (\$4,101,000.00) all cash shall be payable at closing, including all deposits and extension fees.
5. **ESCROW:** Buyers counsel shall prepare the Purchase and Sale agreement (PSA) based upon the terms of this letter. Within Five (5) business days of execution of the PSA, Buyer and Seller shall open Escrow ("Effective Date") with First American Title ("Escrow Agent").
  - a. **Deposit:** Buyer shall deposit Fifty Thousand Dollars and xx/00 (\$50,000.00) ("Deposit") into Escrow within five (5) business days of the Effective Date. The Deposit shall be and become non-refundable thirty (30) days from the Effective Date and be credited to the Purchase Price upon the Close of Escrow.
6. **APPROVAL PERIOD:** Buyer shall not be obligated to proceed to the Close of Escrow and the Closing shall not occur unless and until, in addition to all other conditions contained in this Agreement, the following conditions and matters have been satisfied, approved or waived in writing by the Buyer ("the Approval Period") as to be further addressed in the PSA:
  - a. **Permits:** Buyer acquiring all permits necessary for Buyer's intended use of the Property, including without limitation a building permit to construct a building for Buyer's intended purpose. Buyer shall pay for plans, permits and all application fees to the City. Buyer shall promptly and diligently proceed with all acts required to accomplish the foregoing in as short of time as possible.

- b. **Title:** The Seller shall deliver to Buyer, at Seller's expense, within (5) days of the Effective Date a Preliminary Title Report and all exceptions to the Preliminary Title Report. Buyer shall pay any additional charges for an ALTA policy of title. The Buyer shall have the right, at Buyers sole discretion, to approve the Title Report.
  - c. **Physical Inspection:** The Buyer shall have the right to conduct such engineering studies and such feasibility and other studies regarding the condition of the Property as it considers prudent at Buyer's sole discretion. Seller shall allow Buyer to enter the premises upon two (2) days advance notice to Seller.
  - d. **Contingencies:** The Seller shall provide to Buyer, within five (5) days of the Effective Date, copies of any ALTA survey and/or all other information in Seller's possession pertaining to the Property. This includes but is not limited to leases, easements, restrictions, covenants, conditions, encumbering the property; environmental surveys, soils reports, engineering reports, geotechnical reports, traffic studies, plans, studies, investigations, reports, books, and records, and correspondence with any governmental agencies that have jurisdiction over the Property. Buyer shall select a licensed land surveyor to provide an ALTA survey of the land. Buyer shall have the right to review and approve the zoning, land use and other governmental regulations, laws, permits and approvals that apply to the Property.
7. **CLOSING:** The Close of Escrow ("COE") shall occur on or before **thirty (30)** calendar days from the expiration of the Approval Period (the "Closing Date").
  - a. **Closing Costs:** Seller shall pay the premium for the CLTA title policy, the documentary transfer taxes and one-half (½) of the escrow fee. Buyer shall pay all recording fees, one half (½) of the escrow fee and any excess title policy charges if Buyer elects to obtain extended coverage. All other closing costs shall be paid in accordance with the custom in the county where the Property is located.
8. **CONDITION TO CLOSE:** The Close of Escrow shall be conditioned on the following:
  - a. **Leases:** The property shall be delivered free and clear of any leases and tenancies.
9. **BROKER:** Both parties warrant that there are no Broker(s) or Agent(s) entitled to a commission relating to this transaction.
10. **NON-BINDING:** This letter is non-binding and is intended solely as a summary of the purchase and sale terms that are currently proposed by the parties. Neither party will be bound by any such terms. Neither Seller nor Buyer will be bound to sell or purchase the Property until negotiations have been concluded and the final PSA for the sale of the Property from Seller to Buyer has been executed and delivered by both Seller and Buyer. Neither the expenditure of funds by either party nor the undertaking of actions to effect a PSA will either (i) be regarded as a partial performance of a binding agreement or (ii) entitle the party expending any funds or taking any action to any right to assert claims for reimbursement or damages against the other party or to assert any rights in the Property until a PSA has been executed and delivered by all parties.

Mr. Sean Moore  
December 13, 2018

If the foregoing is acceptable, please indicate so by signing this letter in the space provided below and returning same to the attention of Felix Padilla (email: [pros158@aol.com](mailto:pros158@aol.com)) and Robert M. Jonas (email: [dbjonas@email.com](mailto:dbjonas@email.com)).

We look forward to your response.

Sincerely,

  
JOSE FELIX PADILLA

  
ROBERT M. JONAS

Approved by:

SELLER: City of Lawndale

By: \_\_\_\_\_

Date: \_\_\_\_\_

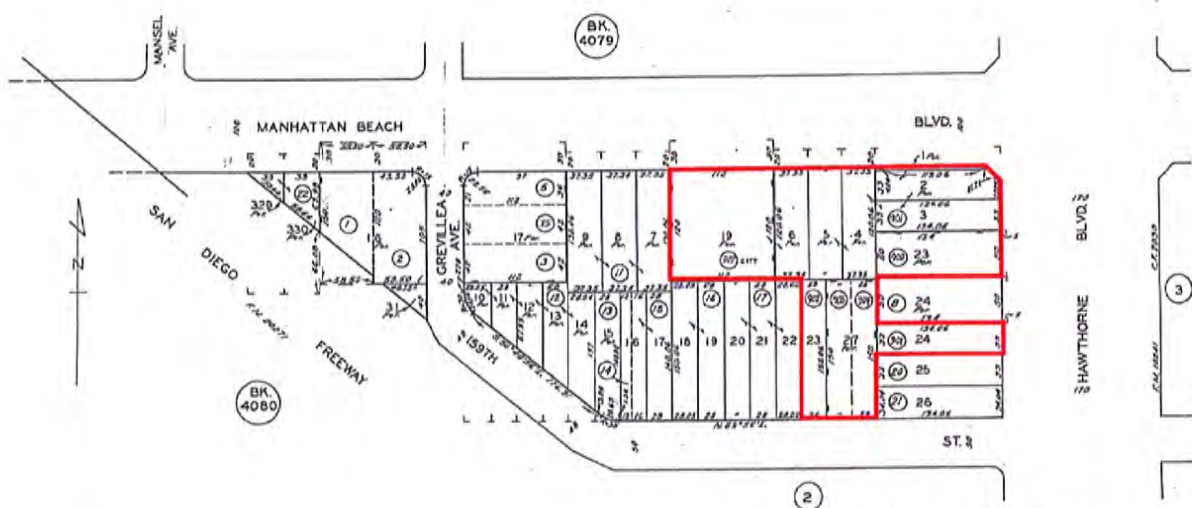
Mr. Sean Moore  
December 13, 2018

### Parcel Map

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SCALE 1" = 80'

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CODE  
12711

All 900 series Parcels on this page are assessed to  
Redevelopment Agency of the City of Lawndale, un-  
less otherwise noted.

FOR PREV. ASSMT SEE:  
4080-24 & 25

TRACT NO. 2865 - M.B. 28-61-63  
TRACT NO. 5651 - M.B. 61-70

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.

MAY 04 2011

January 2, 2019

**Via Email and Hand Delivery**

Bernadette Suarez  
Councilmember  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260  
[BSuarezLawndale@aol.com](mailto:BSuarezLawndale@aol.com)

RE: Offer to Purchase the Property at the Southwest Corner of Manhattan Beach Boulevard and Hawthorne Boulevard, Lawndale, CA; APN #'s: 4074-0010900; 4074-001-901; 4074-001-902; 4074-001-903; 4074-001-904; and 4074-001-906 ("the Property").

Dear Ms. Suarez:

On December 13, 2018, I submitted an offer to purchase the Property for \$4,101,000.00. To this date, I have not yet received a response. I would think that out of common respect and courtesy, I would have been provided at the very least, a counteroffer. I hope that the City Council is not holding closed session hearings to determine the disposition of the Property, as it is a matter of public concern. There is a lot of support and interest from the community and its residents for me to develop the Property. Therefore, I am requesting that if the offer I submitted is not acceptable to the City of Lawndale; that I either receive a counteroffer or that a public hearing is held to determine the disposition of the Property.

I believe that my offer is more than generous and acceptance of my offer would enable the City to make a nice profit and my development of the Property would provide a benefit to the community. My partner has owned numerous other properties and businesses in Lawndale near the Property. I can provide proof of funds within 48 hours of entering into a purchase agreement.

I look forward to receiving your timely response.

Very truly yours,



Felix Padilla  
(424) 646-1919  
[Pros15815@aol.com](mailto:Pros15815@aol.com)

cc: Sean Moore, Robert Pullen-Miles, James H. Osborne, Dan Reid, Pat Kearney

January 2, 2019

**Via Email and Hand Delivery**

Dan Reid  
Councilmember  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260  
[DReidLawndale@aol.com](mailto:DReidLawndale@aol.com)

RE: Offer to Purchase the Property at the Southwest Corner of Manhattan Beach Boulevard and Hawthorne Boulevard, Lawndale, CA; APN #'s: 4074-0010900; 4074-001-901; 4074-001-902; 4074-001-903; 4074-001-904; and 4074-001-906 ("the Property").

Dear Mr. Reid:

On December 13, 2018, I submitted an offer to purchase the Property for \$4,101,000.00. To this date, I have not yet received a response. I would think that out of common respect and courtesy, I would have been provided at the very least, a counteroffer. I hope that the City Council is not holding closed session hearings to determine the disposition of the Property, as it is a matter of public concern. There is a lot of support and interest from the community and its residents for me to develop the Property. Therefore, I am requesting that if the offer I submitted is not acceptable to the City of Lawndale; that I either receive a counteroffer or that a public hearing is held to determine the disposition of the Property.

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I look forward to receiving your timely response.

Very truly yours,



Felix Padilla  
(424) 646-1919  
Pros15815@aol.com

cc: Sean Moore, Robert Pullen-Miles, James H. Osborne, Pat Kearney, Bernadette Suarez



January 2, 2019

**Via Email and Hand Delivery**

James H. Osborne  
Mayor Pro Tem  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260  
[JHosborne@lawndalecity.org](mailto:JHosborne@lawndalecity.org)

RE: Offer to Purchase the Property at the Southwest Corner of Manhattan Beach Boulevard and Hawthorne Boulevard, Lawndale, CA; APN #'s: 4074-0010900; 4074-001-901; 4074-001-902; 4074-001-903; 4074-001-904; and 4074-001-906 ("the Property").

Dear Mr. Osborne:

On December 13, 2018, I submitted an offer to purchase the Property for \$4,101,000.00. To this date, I have not yet received a response. I would think that out of common respect and courtesy, I would have been provided at the very least, a counteroffer. I hope that the City Council is not holding closed session hearings to determine the disposition of the Property, as it is a matter of public concern. There is a lot of support and interest from the community and its residents for me to develop the Property. Therefore, I am requesting that if the offer I submitted is not acceptable to the City of Lawndale; that I either receive a counteroffer or that a public hearing is held to determine the disposition of the Property.

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I look forward to receiving your timely response.

Very truly yours,



Felix Padilla  
(424) 646-1919  
Pros15815@aol.com

cc: Sean Moore, Robert Pullen-Miles, Dan Reid, Pat Kearney, Bernadette Suarez

January 2, 2019

**Via Email and Hand Delivery**

Pat Kearney  
Councilmember  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260  
[PKLawndale@aol.com](mailto:PKLawndale@aol.com)

RE: Offer to Purchase the Property at the Southwest Corner of Manhattan Beach Boulevard and Hawthorne Boulevard, Lawndale, CA; APN #'s: 4074-0010900; 4074-001-901; 4074-001-902; 4074-001-903; 4074-001-904; and 4074-001-906 ("the Property").

Dear Mr. Kearney:

On December 13, 2018, I submitted an offer to purchase the Property for \$4,101,000.00. To this date, I have not yet received a response. I would think that out of common respect and courtesy, I would have been provided at the very least, a counteroffer. I hope that the City Council is not holding closed session hearings to determine the disposition of the Property, as it is a matter of public concern. There is a lot of support and interest from the community and its residents for me to develop the Property. Therefore, I am requesting that if the offer I submitted is not acceptable to the City of Lawndale; that I either receive a counteroffer or that a public hearing is held to determine the disposition of the Property.

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I look forward to receiving your timely response.

Very truly yours,



Felix Padilla  
(424) 646-1919  
Pros15815@aol.com

cc: Sean Moore, Robert Pullen-Miles, James H. Osborne, Dan Reid, Bernadette Suarez

January 2, 2019

**Via Email and Hand Delivery**

Robert Pullen-Miles  
Mayor  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260  
[RPMLawndale@aol.com](mailto:RPMLawndale@aol.com)

RE: Offer to Purchase the Property at the Southwest Corner of Manhattan Beach Boulevard and Hawthorne Boulevard, Lawndale, CA; APN #'s: 4074-0010900; 4074-001-901; 4074-001-902; 4074-001-903; 4074-001-904; and 4074-001-906 ("the Property").

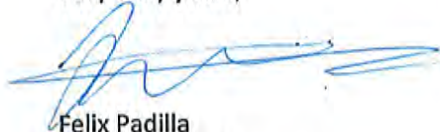
Dear Mr. Pullen-Miles:

On December 13, 2018, I submitted an offer to purchase the Property for \$4,101,000.00. To this date, I have not yet received a response. I would think that out of common respect and courtesy, I would have been provided at the very least, a counteroffer. I hope that the City Council is not holding closed session hearings to determine the disposition of the Property, as it is a matter of public concern. There is a lot of support and interest from the community and its residents for me to develop the Property. Therefore, I am requesting that if the offer I submitted is not acceptable to the City of Lawndale; that I either receive a counteroffer or that a public hearing is held to determine the disposition of the Property.

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I look forward to receiving your timely response.

Very truly yours,



Felix Padilla  
(424) 646-1919  
Pros15815@aol.com

cc: Sean Moore, James H. Osborne, Dan Reid, Pat Kearney, Bernadette Suarez

January 2, 2019

**Via Email and Hand Delivery**

Sean M. Moore, AICP  
Community Development Director  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260  
[SMoore@lawndalecity.org](mailto:SMoore@lawndalecity.org)

RE: Offer to Purchase the Property at the Southwest Corner of Manhattan Beach Boulevard and Hawthorne Boulevard, Lawndale, CA; APN #'s: 4074-0010900; 4074-001-901; 4074-001-902; 4074-001-903; 4074-001-904; and 4074-001-906 ("the Property").

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I look forward to receiving your timely response.

Very truly yours,



Felix Padilla  
(424) 646-1919  
Pros15815@aol.com

cc: Robert Pullen-Miles, James H. Osborne, Dan Reid, Pat Kearney, Bernadette Suarez

## Sean Moore

---

**From:** Sean Moore  
**Sent:** Monday, December 3, 2018 7:27 PM  
**To:** Mizbibi  
**Cc:** azlitovsky@yahoo.com  
**Subject:** Re: 15813 Hawthorne Blvd. located at the corner of Hawtjorne and Manhattan Beach Blvd. 1.3 acre

Good evening! Thank you for the email and offer for the property. When will you be able to bring in the cashier's check for the initial deposit?

Kind regards,

Sent from my iPhone,  
Sean M. Moore

> On Dec 3, 2018, at 6:27 PM, Mizbibi <mizbibi@aol.com> wrote:

>

> Good evening Sean. Thank you for the opportunity to place a bid on the above mentioned property. We Would like to offer a purchase price of 3.9 Mil.. with a \$50,000 fully refundable deposit.

> Regards,

> F Andersen

>

> Gotham Auto LLC

> Sent from my iPhone

3600 Torrance Management  
3673 Torrance Blvd, Torrance, CA 90503  
(310)508-4970



11/29/2018

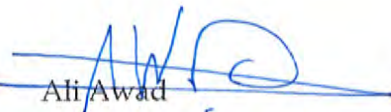
The City of Lawndale,

To whom this may concern ,

This letter is regarding the city owned property located at the southwest corner of Hawthorne and Manhattan Beach Blvd.

We would like to express our interest and place a \$3,500,000 bid. In which \$1,500,000 shall be placed as a down payment upon acceptance. The remaining sum of \$2,000,000 shall be paid within 90 days.

Sincerely,

  
Ali Awad



December 2, 2018

---

Attn: City Of Lawndale Community Development Dept.

---

RE: S/W Corner Lot in Lawndale, Ca. 90260 ( Intent to Purchase)

---

Buyer: Ali Awad For 3600 Torrance Management LLC

---

3673 Torrance Blvd. Torrance, Ca. 90503

---

To Whom This May Concern,

It is the above referenced buyers intent to purchase the vacant lot located at the S/W Corner of Manhattan Beach Blvd and Hawthorne Blvd. ( APN #s to follow with formal offer to purchase. The Buyers intent is based on the following terms:

---

**Conditions:**

- Upon the delivery of clear title, confirmation of zoning/use and completion of environmental report.
- 

**Consideration:**

- Upon accepted written offer and within 3 days, buyer will deposit 1.5 million into escrow as good faith deposit. Buyer will Deposit an additional 2 million at closing for a total Sales Price of 3.5 million.
- 

This Letter is not an official offer, all terms and conditions will need to be negotiated and executed through a formal Purchase Agreement.

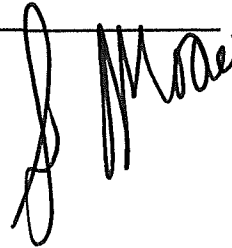
---

Upon acceptance of our letter of intent, we will provide a written purchase agreement within 7 days.

---

Respectfully Yours,

Ali Awad





First American  
Exchange Company™

18500 Von Karmann Avenue, Ste. 600  
Irvine, CA 92612  
(877)317-1031

STATEMENT OF ACCOUNT AS OF  
11/30/2018  
EXCHANGE NO.: EXCH-497031-CA-S

EXCHANGOR: Dynasty Real Property Group LLC

RELINQUISHED PROPERTY:

(1) 2152 Alton Parkway Irvine, CA 92606

REPLACEMENT PROPERTY:

45-Day Deadline:

Actual ID Date:

180-Day Deadline:

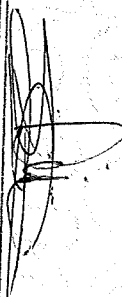
Close Date:

Date	Description	Credit	Debit
11/02/2018 (1)	Sales Proceeds	17,377,398.80	0.00
11/02/2018 (1)	Relinquished Fee	0.00	750.00
Totals of Receipts/Credits		17,377,398.80	750.00
Totals of Disbursements/Debits			750.00
<b>BALANCE AS OF 11/30/2018</b>			<b>17,376,648.80</b>



00-53-

Remitter (Purchased By): HOWARD JOHNSON PROPERTY MANAGEMENT  
Bank of America, N.A.  
PHOENIX, AZ

AUTHORIZED SIGNATURE  


⑈0934511137⑈ ⑆122101706⑆ 45700293177⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK.  HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**CHASE**

**CASHIER'S CHECK**

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

Remitter: MOON FINANCIAL CORPORATION

Date 12/01/2018

Void after 7 years

1130223790

1221

Pay To The Order Of: CITY OF LAWNDALE

Pay: FIVE HUNDRED THOUSAND DOLLARS AND 00 CENTS

\$\$\$ 500,000.00 \*\*

Do not write outside this box

Memo: \_\_\_\_\_  
Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.



Sol Gindi, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Phoenix-AZ



⑈1130223790⑈ ⑆122100024⑆ 808002234⑈

**CASHIER'S CHECK**

0000845 11-24  
Office AU # 1210(8)  
Remitter: ALL AWAD  
Purchaser: ALL AWAD  
Purchaser Account: 412905587  
Operator I.D.: cu009549  
Funding Source: cu009549  
Paper Item(s) u101019

PAY TO THE ORDER OF \*\*\* CITY OF LAWNDALE \*\*\*

SERIAL #: 0084500695  
ACCOUNT#: 4861-505303  
December 03, 2018

\*\*\* Six hundred fifty thousand dollars and no cents \*\*\*

\*\*\* \$650,000.00 \*\*\*

Payee Address:  
Memo:

WELLS FARGO BANK, N.A.  
13545 HAWTHORNE BLVD  
HAWTHORNE, CA 90250  
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER - IF THIS INSTRUMENT IS LOST,  
STOLEN OR DESTROYED YOU MAY REQUEST CANCELLATION  
AND REISSUANCE AS A CONDITION TO CANCELLATION AND  
REISSUANCE. WELLS FARGO BANK MAY IMPOSE A FEE AND  
REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 650,000.00  
NON-NEGOTIABLE

Purchaser Copy

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES SEE BACK


0000845 11-24  
Office AU # 1210(8)  
Remitter: ALL AWAD  
Operator I.D.: cu009549 u101019

PAY TO THE ORDER OF \*\*\* CITY OF LAWNDALE \*\*\*

December 03, 2018

\*\*\* Six hundred fifty thousand dollars and no cents \*\*\*  
Payee Address:

\*\*\* \$650,000.00 \*\*\*

Included.  Details on Back.

Bank of America



Cashier's Check

No. 0934511137

00-53-3364B 11-2010

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

91-170/1221

Date 12/03/18 10:50:32 AM

RYIVERA VILLAGE

0012

0000456

0027

**BANK OF AMERICA** ONE FIVE ZERO ZERO ZERO ZERO CT SCTS

\*\*\$150,000.00\*\*

Pay  
To The Order Of  
CITY OF LAWNDALE

Remitter (Purchased By): HOWARD JOHNSON PROPERTY MANAGEMENT

Bank of America, N.A.  
PHOENIX, AZ

AUTHORIZED SIGNATURE

⑈0934511137⑈ ⑆122101706⑆ 457002931717⑈

11-24  
1210(8)

# CASHIER'S CHECK

SERIAL #: 0084500695  
ACCOUNT#: 4861-505303

ALI AWAD  
ALI AWAD  
Account: 4129055687  
cu009549 u101019  
Paper Items(s)  
IN ORDER OF

December 03, 2018

\*\*\*CITY OF LAWNSDALE\*\*\*

*hundred fifty thousand dollars and no cents\*\*\**

**\*\*\$650,000.00\*\***

GO BANK, N.A.  
ORNE BLVD  
CA 90250  
S CALL (480) 394-3122

NOTICE TO PURCHASER -- IF THIS INSTRUMENT IS LOST,  
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION  
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND  
REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND  
REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 650,000.00

**NON-NEGOTIABLE**

## Purchaser Copy

276815

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

11-24  
1210(8)

# CASHIER'S CHECK

0084500695

ALI AWAD  
cu009549 u101019

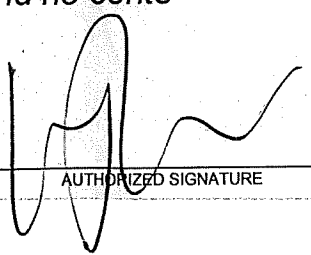
December 03, 2018

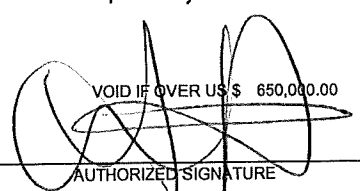
IN ORDER OF \*\*\*CITY OF LAWNSDALE\*\*\*

*hundred fifty thousand dollars and no cents\*\*\**

**\*\*\$650,000.00\*\***

GO BANK, N.A.  
ORNE BLVD  
CA 90250  
S CALL (480) 394-3122

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

VOID IF OVER US \$ 650,000.00

⑈0084500695⑈ ⑆121000248⑆4861 505303⑈

Details on Back. Security Features Included.

**ATTACHMENT F**  
**Property Appraisal Report**



**NAGASAKI & ASSOCIATES**  
REAL ESTATE VALUATION CONSULTANTS

December 31, 2018

Sean M. Moore, AICP  
Community Development Director  
City of Lawndale  
14717 Burin Avenue  
Lawndale, California 90260

Re: Update Appraisal Report:  
Southwest Corner of Hawthorne and  
Manhattan Beach Boulevards  
Lawndale, California

File No. 18-1230A (17-1151)

Dear Mr. Moore:

In accordance with your request, this writing transmits our Appraisal Report concerning the above-referenced property, a partially vacant commercial development site. It is the purpose of this report to provide our opinion of the market value of the subject property as effectively vacant land only. Based on our investigations and analyses, we conclude that, as of December 28, 2018, the subject property has a market value of:

THREE MILLION FIVE HUNDRED THOUSAND DOLLARS

(\$3,500,000)

This report conforms to the current edition of the 2018-2019 Uniform Standards of Appraisal Practice (USPAP) and Reporting Requirements of Standard 2a. This report is subject to the "Certification and Restriction Upon Disclosure and Use" as well as the "Contingent and Limiting Conditions Upon Which Appraisal Is Made" which follow this letter. In addition, this report is subject to the following specific conditions.

- Our analysis does not consider demolition costs, relocation fees or any other costs associated with the removal of the former mobile home park contained within the subject site area.
- We have not reviewed a title nor environmental assessment report for the subject property. Visual inspection revealed no obvious signs of encroachments or negative environmental conditions. Our analysis assumes no negative title nor environmental conditions exist.

Thank you for the opportunity to serve your real property analysis needs.

Respectfully submitted,

NAGASAKI & ASSOCIATES



Jeffrey T. Nagasaki, MAI  
CA #AG003078

**SOUTHWEST CORNER HAWTHORNE/MANHATTAN BEACH BOULEVARDS  
LAWDALE, CALIFORNIA**



**EXECUTIVE SUMMARY**

## Subject Property:

Location:	Southwest Corner of Hawthorne and Manhattan Beach Boulevards Lawndale, California 90260
Assessor's Parcel No.:	4074-001-900,201,902,903,904,906,907
Site Area:	59,573 sf (per Assessor's map)
Zone:	RC, Retail Commercial
Flood Hazard:	Zone X, minimal flood hazard
Census Tract No.:	6040.01
Present Use:	Vacant site, former mobile home park and residence

## Extraordinary Assumptions:

Valuation does not consider demolition costs, relocation fees or any other costs associated with the removal of the former mobile home park.

## Hypothetical Conditions:

None

## Highest and Best Use:

Redevelopment with commercial retail use

## Date of Value:

December 28, 2018

## Interest Appraised:

Fee simple

## Value Indications:

Sales Comparison Approach	\$ 3,500,000
---------------------------	--------------

## Final Value Estimate:

\$ 3,500,000

## Exposure Period Estimate:

6 months

## Market Time Estimate:

6 months

## Project Strengths:

- Excellent exposure and visibility from two commercial arterials with strong traffic counts;
- Site has good frontage on Manhattan Beach Boulevard with corner access from Hawthorne Boulevard;
- Freeway proximity with nearby on- and off-ramps

## Project Weaknesses:

- Irregular shaped site with intervening ownerships not co-owned;
- Costs for relocation of the former mobile home park.



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INTENDED USE .....	1
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**CLIENT**

City of Lawndale  
The Successor Agency to the Lawndale Redevelopment Agency

**INTENDED USERS**

The client and others as appropriate.

**INTENDED USE**

It is the intended use of this appraisal to provide the client with an estimate of the market value of the subject, for use in the client's internal decision-making regarding the subject property.

**EXTRAORDINARY ASSUMPTIONS**

Our analysis does not consider demolition costs, relocation fees or any other costs associated with the removal of the former mobile home park contained within the subject site area.

**HYPOTHETICAL CONDITIONS**

None.

**EFFECTIVE DATE OF VALUE OPINION**

The date of value used in this report is December 28, 2018, corresponding to our most recent inspection of the subject property.

**DATE OF REPORT**

This report is dated December 31, 2018, generally corresponding to the completion of our current investigations, analyses of relevant data, and completion of this report document.

**PURPOSE OF THE APPRAISAL**

The purpose of this appraisal report is to provide our opinion of the market value of the fee simple interest in and to the subject property, a vacant development site. We have analyzed the fee simple interest. As such, our valuation recognized the subject property's physical condition as of the date of value.

**SCOPE OF WORK**

We determined the scope of work necessary to meet the requirements of a comprehensive appraisal analysis. Our study included a detailed inspection of the subject property and noting the characteristics of the property that are relevant to its valuation. We then reviewed the mapping, reviewed the size of the land areas and general project plan. We then obtained information from the Los Angeles County Assessor's office and City of Lawndale including Assessor's information and zoning information. We completed a field inspection of the subject property, reviewed the location of the site and surroundings, and took photographs..

Our investigations included research of public records through the use of commercial sources of data such as comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, types of properties, and distances from the subject started with relatively narrow constraints and, if necessary were expanded until we retrieved data sufficient to estimate market value, or until the we

reasonably exhausted the available pool of data. Researched sales data were viewed and efforts were made to verify the data with persons directly involved in the transactions such as buyers, sellers, brokers, or agents. In addition, we considered any appropriate listings or properties found through observation during the appraiser's data collection process.

The appraisal problem did warrant a highest and best use study. Given the nature of the subject real estate, our conclusion of highest and best use was based on logic and observed evidence. This involved a review of the value as vacant land in a determination of the highest and best use of the property. We reviewed the potential uses available to the subject property consistent with its shape and size, as well as underlying zoning and general plan designation. After careful study, we concluded that the highest and best use of the subject property is the development of a commercial complex.

Only the Sales Comparison Approach was considered a reasonable valuation measure in the context of the subject property. The Cost and Income approaches to value were not considered relevant for the valuation of vacant land. We began with the consideration of the subject as a commercial development site with similar land sales. We valued the subject using the Sales Comparison Approach for land. The approach benefitted from commercial land sales purchased in the market for ultimate redevelopment. We focused on land developed with retail or commercial development recognizing that the site could not be developed with higher density mixed use development which has become a dominant trend in the marketplace. We concentrated on those sales most similar in size to the subject, excluding those mixed use development or high density development sites. In this investigation of market data we utilized the Multiple Listing Service, CoStar Comps, Inc., Loopnet, and interviewed buyers, sellers and brokers regarding sales transactions and current market trends. The sales ultimately selected for our analysis were reduced to appropriate units of comparison and applied to the subject property, after completing appropriate comparisons

We then completed an appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute. The results of our studies are presented in an Appraisal Report, as defined in USPAP, which will include photographs of the subject property, descriptions of the subject neighborhood, the site, any improvements on the site, any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, a map illustrating the sales in relationship to the subject property, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files. This report is subject to the "Certification and Restrictions Upon Disclosure and Use" and "Contingent and Limiting Conditions upon Which this Appraisal is Made." In addition, this report is subject to the special conditions outlined in the transmittal letter.

## **REPORT OPTION**

This report is an Appraisal Report in accordance with the reporting requirements set forth under Standards 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). The Summary Appraisal Report will summarize the details relevant to the valuation and appraisal process. Supporting documentation for this format is contained within our files.

## **DEFINITIONS**

Title 12 of the Code of Federal Regulations Section(s)34.41 and 323.3 define market value as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) The buyer and seller are both typically motivated;
- 2) Both parties are well-informed or well-advised, and each acting in what they consider their own best interest;
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The Fee Simple Estate is defined by the Appraisal Institute, as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

### **PROPERTY RIGHTS APPRAISED**

The property rights herein appraised consist of the fee simple interest in and to the entire subject property, excluding mineral rights.

### **EXPOSURE AND MARKETING TIME**

This refers to the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at a market value on the effective date of the appraisal; a retrospective estimate based on the analysis of past events assuming a competitive market. In the subject's case, the exposure time was estimated to be six months. We have also analyzed potential marketing time for the subject project. Our marketing time considers the current environment of demand for commercial land properties in the greater Southern California region and the state as a whole. The environment for development sites is showing continued demand as evidenced by the market activity and sales transactions. We estimate that the marketing time would be six months, assuming sufficient exposure to the market.

### **SUMMARY DESCRIPTION OF THE REAL ESTATE APPRAISED**

#### **Market Area**

The County of Los Angeles contains approximately 4,083 sq. mi. It is bounded on the north by Kern County, on the east by San Bernardino County, on the southeast by Orange County, and on the northwest and west by Ventura County and the Pacific Ocean, respectively. The population estimate developed by the California Department of Finance as of January 1, 2018 was 10,283,729, an 0.5% increase over 2017.

Forty-five years ago, Los Angeles was the leading farm county in the nation. However, agricultural importance has since waned due to urban and industrial expansion. Today, the county's varied economic base includes trade, transportation, and utilities, government, educational and health services, professional and business services, and manufacturing. Tourism and entertainment, as well as international trade, also play a vital role in the county's economy. Employment statistics have continued to show declining unemployment rates, after the years of the recent recessionary conditions. Continued improvement of economic conditions are impacting growth and expansions affecting the region, state and nation. The economy has shown strong employment and fundamentals with growth projected at a positive pace, better than that of the state and other parts of the region.



According to the *California Department of Finance September 2018 Monthly Finance Bulletin* California added 46,700 jobs in July—almost a third of the 147,000 jobs gained in the nation. The year-over-year job growth rate in July was 2.0% for California and 1.6% for the nation. U.S. real GDP grew by 4.2% in the second quarter, revised up from the initial estimate of 4.1%.

#### LABOR MARKET CONDITIONS

- California's unemployment rate remained at a record low of 4.2% for the fourth straight month in July, while the U.S. unemployment rate fell 0.1 percentage point to 3.9% and remained at that level in August. The state's labor force participation rate also remained at the record low of 61.9%.
- The state added 46,700 jobs in July, while the initially reported gain in June of 800 jobs was revised up to a 21,500-job gain. Nine of the eleven major industry sectors gained jobs in July, led by professional and business services (15,100); followed by trade, transportation, and utilities (11,200); leisure and hospitality (9,500); educational and health services (6,300); information (4,700); other services (1,100); manufacturing (700); government (400); and mining and logging (200). Financial activities lost 800 jobs in July, and construction lost 1,700.

#### BUILDING ACTIVITY

- California housing units authorized by building permits totaled 136,800 (64,500 single-family housing and 72,300 multifamily housing) in July on a seasonally adjusted annualized basis, up 0.4% from the previous month and up 11.4% from the previous year. The first seven months of 2018 average is 127,500 compared to 112,000 for the same period in 2017.

Housing permits have been averaging above 100,000 units per month since early 2017. Nonresidential annualized valuation in July was \$30 billion, down 5% from the previous month but up almost 20% from the previous year. The 2018 year-to-date nonresidential valuation is \$33.2 billion compared to \$28.6 billion for the same period in 2017.

#### REAL ESTATE

July's statewide median price for a single-family home was \$591,460, down 1.9% from June and up 7.6% from July 2017. Sales volume declined for a third straight month in July, down 0.9% from June and down 3.4% from July 2017, to a seasonally adjusted annualized rate of 406,920 single-family housing units sold in July.

The City of Lawndale encompasses an area of 1.9 square miles. It is bordered on the north and part of the east by the City of Hawthorne; on the east by unincorporated areas of Los Angeles County (known as the El Camino Village); on the west by Redondo Beach and on the south by the City of Torrance.

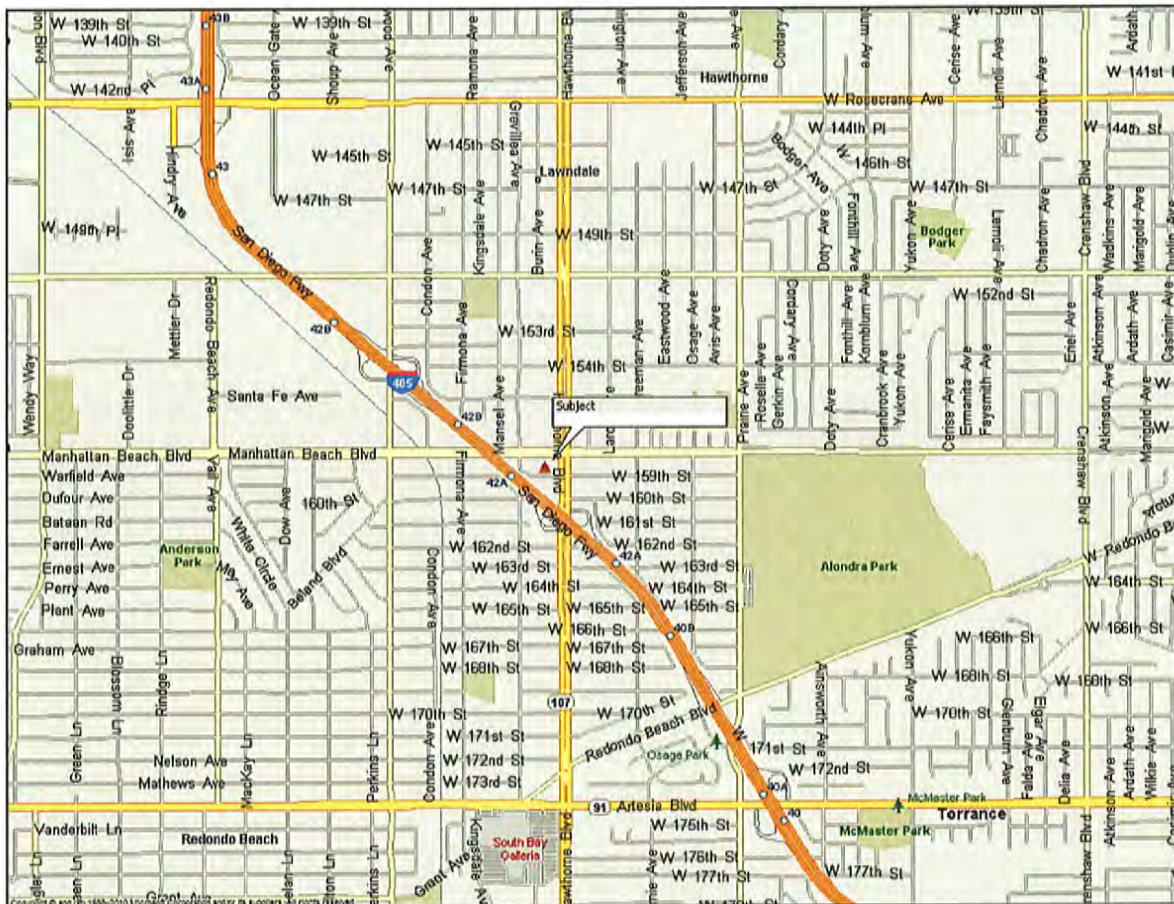
Residential uses make up approximately half of Lawndale's land area. Commercial/office, professional land uses occupy approximately 107 acres, or 8.5% of Lawndale. Lawndale's primary commercial area is located along Hawthorne Boulevard, a six-lane north-south major arterial through the center of the City. Industrial uses in Lawndale are currently limited to light manufacturing and related uses, on approximately 13 acres. On January 1, 2017, the State of California Department of Finance estimated the population of Lawndale to be 33,607 equating to a 0.1% increase over the 2017 population.

Primary arterials linking the city with other areas include Rosecrans and Marine avenues, Manhattan Beach and Redondo Beach boulevards aligned in an east/west axis. North/south aligned streets include Inglewood and Prairie avenues and the primary collector Hawthorne Boulevard. The major freeway corridor bisecting the city is the San Diego Freeway (Interstate 405). This provides access to the major freeway network connecting Southern California.

Demographic information for the subject was provided by Environmental Systems Research Institute (ESRI), a leader in geographic information systems (GIS). The demographics analyzed were 2018 estimates by ESRI for the area located within a one, three and five mile ring of the subject property. The following table shows the results of the 2018 figures for the subject.

	2018		
	1-mile ring	3-mile ring	5-mile ring
Population	39,599	292,732	632,328
Households	11,952	101,997	219,824
Average Household Size	3.3	2.9	2.9
Median Age	34.0	37.0	36.8
Median Household Income	\$59,323	\$72,083	\$68,718
Average Household Income	\$78,438	\$106,388	\$102,824
Per Capita Income	\$23,930	\$37,344	\$36,104

There are only 12,507 housing units in a one mile radius with a 38.3% owner occupancy rate and median 2018 home value of \$501,902. In addition, there are 1,137 businesses in a one-mile ring with a total employee population of 8,948. This provides an stable daytime population in addition to the strong demographic population surrounding the subject. This is enhance by the significant traffic volume and businesses near the subject property.



The subject property is located on the southwest corner of Manhattan Beach and Hawthorne Boulevards. There are building improvements of a retail/auto parts building and office located on the Hawthorne Boulevard frontage on the east side of the subject property. South of the subject is an apartment complex and west of the subject is an auto repair facility. Some older commercial retail uses and offices are located along Hawthorne Boulevard on this block front. Also southerly along 159th Street are a mixture of small residential

income uses. Westerly of the subject includes the auto repair facility, office and parking lot site. Northerly across Manhattan Beach Boulevard is a shopping center with retail and restaurant uses. A full service car wash is located on the north side of Manhattan Beach Boulevard as well. The area is convenient to on- and off-ramps for the San Diego Freeway at Hawthorne Boulevard and northwesterly at Inglewood Avenue. The primary commercial/retail corridor is along Hawthorne Boulevard with secondary retail uses including older auto repair, manufacturing and retail uses situated westerly from Hawthorne Boulevard.

### Market Overview

According to the *Marcus & Millichap Second Quarter 2018 Retail Research Market Report* tenant demand matches development while holding vacancy at cycle-low level. Trio of factors encourage retailer expansions. Los Angeles County merchants absorbed 4.7 million square feet of space over the past two years, translating to sub-5% vacancy in all but one submarket Robust job growth and steady population expansion were the driving forces behind this widespread leasing velocity, with the metro's employment base and total populace expanding during the past three years. While at full employment, the metro is slated to add 53,000 more positions this year, which should continue to underscore new household formation and thus an uptick

in retail sales. The delivery of more than 17,000 apartments further bolsters consumer demand for shops and centers located in the immediate vicinity of these complexes. As retailers scramble for available footprints, vacancy minimally adjusts, warranting a fifth straight year of 4%-plus rent growth.

Delivery volume exceeds 1 million square feet for second consecutive year. A prolonged span of sub-4% vacancy influences the delivery of 1.3 million square feet of retail in 2018. More than half this new supply is in Greater Downtown Los Angeles or the San Fernando Valley, including larger-scale projects in core downtown and suburban Porter Ranch. Outside these submarkets, properties comprising more than 100,000 square feet are slated for finalization in Burbank and Pacific Palisades.

Submarket	Submarket Vacancy Ranking		Asking Rents	Year-over-year% Change
	Vacancy Rate	Year-over-year Basis Point Change		
Burbank-Glendale-Pasadena	2.9%	-40	\$33.88	1.4%
San Fernando Valley	3.5%	-130	\$27.35	7.6%
Mid-Cities	3.7%	-70	\$22.23	4.6%
South Bay	3.9%	-10	\$26.46	0.1%
Mid-Wilshire	4.0%	-30	\$47.36	8.2%
San Gabriel Valley	4.0%	-20	\$21.10	-1.2%
Southeast Los Angeles	4.0%	0	\$20.97	4.1%
West Los Angeles	4.0%	70	\$61.88	8.6%
Downtown Los Angeles	4.5%	20	\$30.77	-4.6%
Santa Clarita Valley	4.7%	-70	\$23.27	-1.6%
Overall Metro	3.9%	-40	\$30.90	3.8%

#### Investor Demand Outweighs Listings Volume; Buyers Jump on Storefronts

- Multi-tenant transactions steered overall deal flow during the past year. Neighborhood and strip centers are in high demand, providing investors with mid-5% average returns. Single-tenant sales velocity was subdued, with minimal last-food establishments or freestanding drug stores trading.
- Consistent year-over-year transaction velocity was experienced in Westside Cities and the Tri-Cities region, led by closings in Santa Monica and Burbank.
- Outlook: A limited number of post-2000-built listings drives pricing for properties of this vintage, namely those near employment hubs and apartment construction.

#### South Bay/Long Beach Retail Market

The South Bay welcomed 240,000 square feet of new supply during the first three months of 2018, for the largest quarterly delivery total in 10 years. The completion of a T.J. Maxx, Orchard Supply Hardware anchored center in suburban Long Beach and the addition of 86,000 square feet at Del Amo Fashion Center in Torrance drove the brief uptick. Development activity slows during the remainder of 2018 as tenant demand for higher-end space softens in a region known for its lower rents. Affordable space throughout the market remains coveted by retailers, holding vacancy below 4% for a fifth straight year.

Local expansions by Boeing Co., SpaceX and Northrop Grumman bode well for future economic growth and retail spending, sustaining investor confidence in the region. Buyer demand remains robust for centers and storefronts that exceed 15,000 square feet, yet these opportunities are becoming harder to find, placing upward pressure on pricing. Investors targeting post-2000 properties focus on suburban Long Beach and select beach communities, where yields bottom out in the 4% range. Older assets in Torrance and Gardena are obtainable at pricing below the metro's average, netting buyers 5 to low-6% returns.



**Construction**

362,000 square feet completed year-over-year. Delivery volume rose notably over the past year following the finalization of 20,000 square feet during the previous 12 month period. Developers are underway on 70,000 square feet of space slated for 2018 completion. The 27,000-square foot Atrium Design Center in Lomita represents the largest property being built.

**Vacancy**

10 basis point decrease in vacancy year-over-year. The absorption of 366,000 square feet negated the impact of new supply, lowering vacancy to 3.9%. During the prior year, vacancy rose by 30 basis points. Available multi-tenant space is rare in the region, with vacancy at 2.1% entering the second quarter. Following a 20-basis-point increase, single-tenant vacancy sits at 4.7%.

**Rents**

0.1% increase in the average asking rent year-over-year. Average asking rent in South Bay remained nearly unchanged over the past four quarters, inching up to \$26.46 per square foot. Stagnant rent follows a 12-month span where rates climbed by 6%. Amid tight vacancy, both single- and multi-tenant asking rents adjusted marginally over the past year, rising 0.1 and 0.2%, respectively.

**Capital Markets**

Fed raises benchmark interest rate, plans additional increases. The Federal Reserve increased the federal funds rate by 25 basis points in late March, raising the overnight lending rate to 1.5%. While the Fed noted the inflation outlook moderated recently, an upgraded economic forecast including tax cuts and a regulation rollback strengthened growth projections through 2020. As a result, the Fed has guided toward at least two more rate hikes this year, while setting the stage for up to four increases in 2019.

Lending costs rise alongside Fed rate increase. As the Federal Reserve lifts interest rates, lenders will face a rising cost of capital, which may lead to higher lending rates for investors. However, greater competition for loan demand has prompted some lenders to absorb some cost increases. While higher borrowing costs may prompt buyers to seek higher cap rates, the positive economic outlook should boost rent growth above inflation over the coming year.

The capital markets environment remains highly competitive. While the Federal Reserve has committed to tightening policy, other major central banks have maintained easing policies. The downward pressure on rates from foreign central banks is counteracting greater economic growth and wider government deficits, keeping demand for fixed-income investments stable. Loan pricing resides in the mid-4% range with maximum leverage of 70%. Portfolio lenders will require loan-to-value ratios closer to 65% with interest rates, depending on term, in the high-3 to mid-4% range. The passage of tax reform and rising fiscal stimulus will keep the U.S. economy growing strongly this year, while limited new construction and steady absorption will contain retail vacancy near 5%.

**Subject Property**

**Site Map**



**Ownership**

The subject property is held by:

The Successor Agency to the Lawndale Redevelopment Agency  
 14717 Burin Avenue  
 Lawndale, California 90260

The original acquisition date and prices for the various subject properties was not available. The last recorded transaction on August 17, 2015 via Document No. 1004847 was the transfer of the subject properties from the City of Lawndale to The Successor Agency to the Lawndale Redevelopment Agency. There have been no market transactions involving the subject property in the last five years. To our knowledge the subject is not formally listed for sale.

**Location**

The subject is located on the southwest corner of Hawthorne Boulevard and Manhattan Beach Boulevard. It has street addresses of:

- 15801 Hawthorne Boulevard
- 15811 Hawthorne Boulevard
- 15821 Hawthorne Boulevard
- 4432 Manhattan Beach Boulevard
- Lawndale, California 90260-2052

**Legal Description**

The complete legal description of the subject is contained in the Addenda Section.

**Land**

Area: 59,573sf, 1.3676 acres (Our calculations per Assessor's's map)  
 Topography: Level  
 Soil and Drainage Conditions: No soil report has been made available. Visual inspection of the subject and surrounding properties revealed no apparent adverse conditions.  
 Hazardous Substances: Based on our on-site inspection of the subject property, we have not observed any hazardous substances that would impact the marketability and/or the value of the subject property. We were not provided an environmental assessment report. Our appraisal report and its value conclusions are subject to our receipt and review of an environmental assessment report and the following of any clean up recommendations contained in that report.

**Zone**

The subject is zoned RC, Retail Commercial, under the amended Hawthorne Boulevard Specific Plan for the city of Lawndale, under Ordinance No. 1108-15. This is intended to provide for high intensity office uses adjacent to the freeway along with compatible commercial uses including restaurants, retail, service commercial and lodging. Permitted uses include retail commercial uses, restaurants, financial institutions, bakery, and copy center/postal service. Uses permitted with a special use permit include nightclubs, restaurants with alcoholic beverages or drive-thrus, auditoriums, theaters, home improvement centers, and convenience stores. No residential development, including mixed use, is permitted. Development standards are as follows:

Minimum lot area: 10,000 sf  
 Minimum lot width/depth: 50 ft/100 ft  
 Maximum lot coverage: 50%  
 Maximum building height: 50 ft or 4 stories adjacent to non-residential zone property  
 Minimum landscape area: 5%  
 Minimum front setback: 3 ft  
 Minimum side yard: None  
 Minimum rear yard: None

**Assessor's Data**

Assessor's Parcel No.	Land	Building	Total	Real Estate Taxes
4074-001-900	\$ 204,660	\$ -	\$ 204,660	\$ -
4074-001-901	\$ 465,038	\$ -	\$ 465,038	\$ -
4074-001-902	\$ 147,810	\$ -	\$ 147,810	\$ -
4074-001-903	\$ 108,013	\$ -	\$ 108,013	\$ -
4074-001-904	\$ 147,810	\$ -	\$ 147,810	\$ -
4074-001-906	\$ 33,177	\$ -	\$ 33,177	\$ -
4074-001-907	\$ 104,012	\$ -	\$ 104,012	\$ -
	\$ 1,210,520	\$ -	\$ 1,210,520	\$ -
Tax Code Area	12711			
Tax Rate	\$ 1.190695 per \$100 assessed value			

As publically owned property the site is not subject to property taxes. However, in accordance with Proposition 13, the subject would be reassessed under sale or other subsequent transfer.

We have not reviewed a title report for the subject property. Visual inspection does not provide any other issues impacting the subject site. Our valuation is subject to receipt of a title report. All of the usual and necessary public utilities are available to the subject property.

The subject property enjoys full pedestrian and vehicular access to Hawthorne Boulevard, Manhattan Beach Boulevard and 159<sup>th</sup> Street. Hawthorne Boulevard is a 170 ft wide primary north/south right of way, with three and four lanes in each direction, raised landscape median with an asphalt paved surface, concrete curbs, gutters and sidewalks. Manhattan Beach Boulevard is an east/west right of way, dedicated to a width of 100 feet with two to three lanes in each direction, raised concrete median with left turn pockets. 159<sup>th</sup> Street is a local right of way dedicated to a width of 50 feet, with one-lane in each direction. Traffic counts for Hawthorne Boulevard at 159<sup>th</sup> Street is 47,282 cars and Manhattan Beach Boulevard at Hawthorne Boulevard is 25,632 cars for a total of 72,914 average daily traffic. The San Diego (Interstate 405) Freeway shows 256,000 average daily traffic.

**Improvements**

**Summary:** The subject property consists of a vacant fenced lot and a former Blue Bonnet mobile home park with asphalt paved parking, concrete block restroom building, trailer/coach pads, frame and stucco residence and attached one-car garage, all in fair condition. Our analysis does not include any contributory value of the improvements nor the costs to remove, clear or relocate any remaining residents, improvements or residences.

**Highest and Best Use**

Highest and Best Use as defined by The Appraisal of Real Estate, 14th Ed., Appraisal Institute: Chicago, Illinois, is:

"The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property -specific with respect to the user and timing of use-that is adequately supported and results in the highest present value"

Our analysis of Highest and Best Use includes two studies: Highest and Best Use of land as if vacant, and Highest and Best Use of property as improved. The highest and best use of both land as if vacant and property as improved must meet four criteria. The highest and best use must be legally permissible, physically possible, financially feasible, and maximally productive.

**Legally Permissible:** The subject is zoned RC, Retail Commercial, with essentially retail commercial uses only allowed. The uses permitted are consistent with the commercial zoning. No mixed residential development nor mixed use development is permitted.

**Physically Possible:** The subject is a level site with a total of 59,573 sf of level land at grade with adjoining rights of way. The site has exposure to two primary arterials with excellent visibility and access at a focal point for the city. There is

some limited freeway visibility. However, the site shape and configuration are irregular, which limits some utility of the site. The depth along Manhattan Beach and Hawthorne Boulevards is adequate for development.

*Financially Feasible:*

The financially feasible use is a development consistent with the existing zoning to a maximum intensity in use. This would include a variety of commercial development or mixed development consistent with the development of the area. Development activity has been extensive since the construction standstill due to economic recessionary conditions. Improved economic conditions has resulted in increased financial viability of commercial, residential and industrial uses. Rent levels have improved, as well as sale prices for improved properties have moved upward over the last two to three years after several years of significant price reductions. A review of current construction costs plus land when compared with the sale prices for newer developments, indicates that these new developments are feasible in today's market. This is supported by the new development and construction occurring in the general region as described in the Market Overview section.

*Maximally Productive:*

The maximally productive use would incorporate new development consistent with a commercial project to maximum density.

## VALUATION

In theory, there are three approaches to value, the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. The Cost Approach is based on the principle of substitution under the assumption that an informed buyer would pay no more than the cost of reproducing a substitute property with the same utility as the subject property. This process involves estimating the reproduction or replacement cost new for the improvements, deducting an estimated dollar amount for accrued depreciation and adding the estimated land value. Land value is usually estimated by the Sales Comparison Approach.

The Sales Comparison Approach is also based on the principle of substitution under the assumption of reasonable market behavior. This approach involves direct comparison of similar properties that have sold to the subject property. The data from these comparables are converted to pertinent units of comparison that are analyzed and adjusted for differences which are considered significant, leading to a value indication for the subject property.

The Income Capitalization Approach is based on the principle of anticipation of future benefits and reflects the present worth of these rights accruing to ownership. These future benefits consist of annual net income that the property can generate during a period of ownership and the reversion of a capital sum at the time the property is sold. Using a market-derived capitalization rate, the stabilized net income is converted to the present value of anticipated cash flows. Provision for the investor's recapture of invested capital, as well as return on capital, is built into this capitalization procedure. The steps necessary in both processes entail estimating gross income and deducting an estimated vacancy and collection loss, thus deriving an effective gross income. Estimated expenses are then deducted to provide a projected net operating income (NOI). This NOI is then capitalized or discounted at appropriate rates to yield an indication of value.

After considering the approaches to value, your appraiser considers the quantity and quality of the data available for examination under each of the approaches utilized, inherent dangers and advantages in each approach, and the relevancy of each to the subject property and the appraisal problem. Under the Reconciliation subheading of this report section, we present an evaluation of each approach and a discussion regarding our final estimate of value.

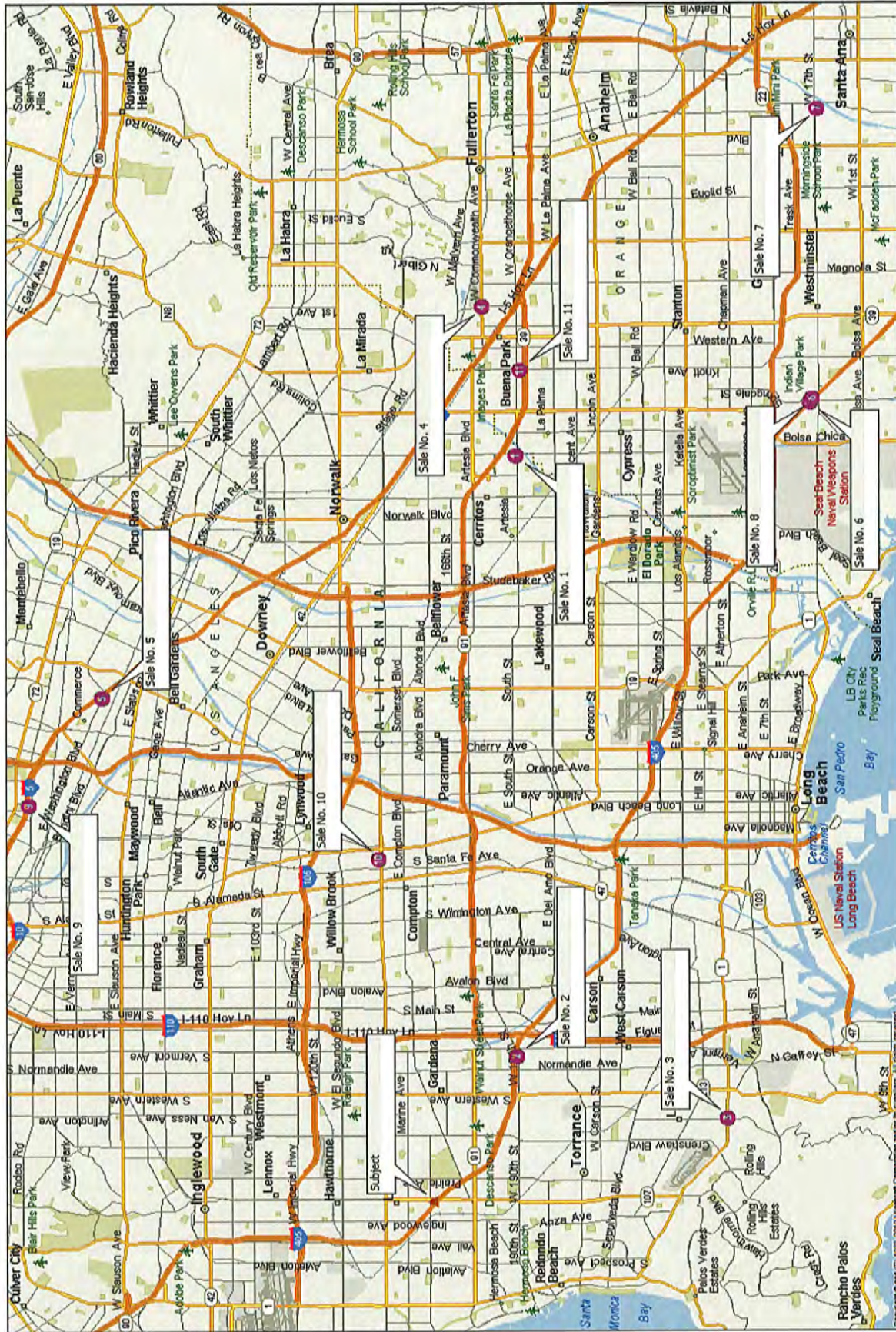
In our valuation of the subject property, as effectively vacant land, we have only utilized the Sales Comparison Approach - Land Value. The Cost and the Income Capitalization Approaches were not considered relevant.

### SALES COMPARISON APPROACH

The market for commercial land sales in the subject's vicinity was surveyed to obtain sale information for our use in estimating the market value of the fee simple interest in and to the subject site. We focused on commercial development sites not intended for residential or mixed use development. The sources of market data included CoStar Comps, the Los Angeles County Assessor's and Recorder's data records and the MLS as well as interviews with knowledgeable brokers familiar with the subject area and market. After the market data was collected, those sales with a high degree of similarity to the subject were analyzed further. Each market data item was also field inspected and verified with one of the principals or agents involved in the transaction (buyer, seller, or broker) whenever possible. The market data items were then compared to the subject property.

The sale items uncovered in our investigations for the commercial use are displayed on the table and displayed geographically on the facing Market Data Map. In comparing these transactions to the subject property, we considered the time of sale, general location, including commercial exposure and interior or corner location, site size, zoning, depth and access.

MARKET DATA MAP - COMMERCIAL LAND SALES



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## COMMERCIAL LAND SALES

No.	Location	Sale Date	Zone	Site Area Sf	Sale Price	
				Site Area Acs	Total	Psf
1	13359 South Street Cerritos	Sep-17	CC	<u>22,366</u> 0.51	\$1,490,000	\$66.62
2	1051-1065 W. 190th Street Gardena	Aug-17	MR1	<u>42,732</u> 0.98	2,383,000	55.77
3	2166 Pacific Coast Highway Lomita	Oct-17	CG	<u>30,000</u> 0.69	2,500,000	83.33
4	8402-22 W. Commonwealth Avenue Buena Park	Jan-18	ML	59,677 1.37	2,880,000	48.26
5	6046 E. Washington Blvd Commerce	Apr-18	C/M1	<u>52,708</u> 1.21	2,500,000	47.43
6	5952 Westminister Blvd Westminister	May-18	C-1	<u>74,052</u> 1.70	3,545,000	47.87
7	2530-34 Westminister Avenue Santa Ana	Jun-18	C-2	89,298 2.05	4,000,000	44.79
8	13950 Springdale Street Westminister	Jun-18	C-2	<u>86,684</u> 1.99	5,750,000	66.33
9	3965 E. Olympic Boulevard Los Angeles	Sep-18	C3	<u>55,953</u> 1.28	2,600,000	46.47
10	1005-35 E. Rosecrans Avenue Compton	Oct-18	CL	<u>63,680</u> 1.46	2,950,000	46.33
11	6950 Noritsu Avenue Buena Park	Oct-18	ML	<u>36,682</u> 0.84	2,400,000	65.43

We focused our search efforts on recent sale transactions in 2018 and of larger size like the subject. We only looked at sales of retail development sites that were greater than 22,000 sf in size. As a reminder the subject is a 59,573 sf corner site, with traffic counts of 72,914 ADT at a signalized corner.

In this analysis and in other similar studies, we observed the price psf of site area to be the most consistent pricing parameter for sites similar to the subject. Accordingly, our comparison analyses between the sale items and the subject property have been conducted with the primary emphasis on price per square foot (psf) of land area. Therefore, any references to superiority or inferiority are on a psf of site area basis and are not necessarily reflective of total property value.

Our sales include both vacant and nominally improved sites purchased based on the underlying land value. The sales of the improved sites are generally superior, due to the interim income produced by the buildings or contribution of utility of portions of the existing structures. In our search parameters, we excluded high density residential development sites from our body of data. Clearly, the prices and trends for these types of development sites are a substantial premium to those utilized or planned for lower density commercial development.

As a proxy for a time adjustment for the commercial land, we looked at the trend of retail and shopping center building sale prices (5,000 sf to 60,000 sf in size) for 2015 to 2018 for the Los Angeles and Orange County market areas. The overall trend of the market had been moderately rising after several years of dramatic increases at the end and after the recession. Prices had been steadily increasing with continued activity in numbers of transactions. However, this pace has slowed with rising interest rates and rising costs, prices have begun to pare back as new construction becomes more costly and losing profitability. Further, with the continued trend of internet sales activity, there are reduced numbers of retail outlets resulting in less retail only construction. We considered but made no time adjustment for the remaining 2017 and 2018 sales.



We note that there is an insufficient body of data to develop a matched-pair analysis for adjustments. Therefore, our comments and discussion provide a relative framework for the various items of comparison, and are to be considered qualitative and quantitative adjustments. We have completed an abbreviated adjustment grid which provides visual reference to the adjustment process we considered in our analysis. We note that this is a useful tool for comparison discussions; however, the percentage adjustments only represent a magnitude and direction of specific items of comparison.

Our factors of comparison which were pertinent in our comparative analysis include date of sale (agreement date not recording date), conditions of sale, financing, general location and surroundings, traffic exposure and visibility, access, site size, site shape, site topography, improvement contribution and zoning. All of the sales utilized include general commercial development potential or possible mixed use development. A brief discussion of each of the factors is shown:

- *Financing* - considers the impacts of favorable or unfavorable financing impacting the purchase price.
- *Conditions of Sale* - considers the impacts of buyer or seller motivation including distress sale (bankruptcy, REO, short sale, court-ordered), assemblage benefits purchased by a adjacent property owner, and owner-user versus investor influence in purchase prices paid.
- *Date of Sale* - considers the impact of changes in market conditions due to the agreement date of the transaction and not recording date.
- *Location* - considers the general surrounding properties, population density, household income levels, and adjacent land uses;
- *Exposure/visibility* - considers the frontage and exposure of the site to streets; corner or interior lot location; visibility from freeway or other heavily traveled arterials; traffic counts;
- *Access* - considers the street access impacts such as one-way street, street size or improvements, medians preventing turning access.
- *Site Size* - considers the size of the parcel; generally smaller sites sell for higher prices psf than larger sites (all other factors being equal);
- *Site Shape* - considers the frontage, depth and/or shape and their impacts on potential use or development.
- *Topography* - considers the site's topography and potential impacts on use and development.
- *Improvement Contribution* - considers the value contribution of any building or site improvements that can be utilized by the buyers or impact on the price paid for the property.
- *Zoning* - considers the allowed density, FAR, or use types legally permitted including residential uses.
- *Other* - considers miscellaneous factors such as assemblage benefits, continued use of the existing improvements or other factors not listed above.

Item No. 1 is the sale of a vacant site on South Street in Cerritos. Date of sale is similar. Location is slightly inferior due to primarily residential surroundings, although located in a larger shopping center anchored by Ralphs, Orchard Supply Hardware and CVS Pharmacy, The exposure/visibility is inferior due to traffic count, but corner access is similar. The smaller site size is superior. The shape, topography and improvement contribution are similar. The site is planned for a retail or restaurant use. Overall, we would expect the subject to sell for a lesser rate than this item.

Item No. 2 is the sale of an inferior site on 190<sup>th</sup> Street in the Harbor Gateway area. Date of sale and conditions of sale similar. Location is inferior in surroundings. Exposure and visibility is slightly inferior in mid-block location, but is visible and backs to the San Diego Freeway like the subject. The mid-block access is slightly inferior due to lack of corner access. The smaller site size is slightly superior. The shape, topography, and zoning are similar. Overall slightly inferior to the subject.

Item No. 3 is the sale of an interior site on Pacific Coast Highway. Date of sale is similar. The location is similar in surroundings. The exposure/visibility is superior in traffic count. The site has two street access although located mid-block. The smaller site size is slightly superior. The site shape, topography, zoning, and site shape are similar. Improvement contribution is slightly superior. The site is being developed with a fast food restaurant use. Overall, we would expect the subject to sell for a lesser rate than this item.

Item No. 4 is the sale of an interior commercial site located along Commonwealth Avenue in Buena Park. The date of sale and conditions of sale are similar. The location is slightly inferior in commercial surroundings. The exposure/visibility and access are inferior as an interior site with no corner frontage. The site size, site shape, topography, improvement contribution and zoning are similar. The buyers are planning a retail development for this site. Overall, we would expect the subject to sell for a greater rate than this item.

Item No. 5 is the sale of an interior lot on Washington Boulevard in the City of Commerce. Date of sale and conditions of sale are similar. The location is inferior in commercial surroundings. Traffic count/exposure is inferior. The site access is inferior in mid-block location with no access to west bound traffic. The site size, shape, zoning and topography are similar. Overall, we would expect the subject to sell for a greater rate than this item.

Item No. 6 is the sale of a former grocery store building and parking lot on Westminster Boulevard in Westminster. Date of sale and conditions of sale are similar. The exposure/visibility is inferior in traffic count and commercial exposure. The location is similar. The lack of corner access is inferior. The larger site size is inferior on a price psf basis. The site shape, topography, and zoning are similar. Improvement contribution is slightly superior. The site was planned for a medical office complex. Overall, we would expect the subject to sell for a greater rate than this item.

Item No. 7 is the sale of a vacant site located on Westminster Avenue in Santa Ana. The sites are planned for development of a bank branch and restaurant/retail building. The date of sale and conditions of sale are similar. The location is slightly inferior in surroundings. The corner access, site and zoning are similar. The exposure and visibility is inferior in traffic counts and non-signalized location. The site shape is inferior. Overall, we would expect the subject would sell for a greater rate than this item.

Item No. 8 is the sale of a site in Fountain Valley with similar exposure and visibility. In addition the site is freeway visible which is superior to the subject. The site is improved with a leased and a vacant restaurant with parking. The purchase price includes the option to buy-out the existing lease by 2019 of the occupied restaurant. The date of sale and conditions of sale are similar. The buyer is constructing an auto sales lot. The larger site size is slightly inferior on a price psf basis. The site shape is triangular inferior to the subject. The topography, access, zoning and exposure are similar to the subject. Overall we would expect the subject to sell for a slightly lesser rate than this item.

Item No. 9 is the sale of a corner commercial site planned for development of a medical office complex. The date of sale and conditions of sale similar. Location is slightly inferior in commercial surroundings. Exposure and visibility is inferior due to traffic count, but the site enjoys some freeway exposure and visibility due to adjoining freeway on- and off-ramps; overall slightly inferior. The site shape is inferior. The site size, access, topography, and zoning are similar. Overall, we would expect the subject to sell for a greater rate than this item.

Item No. 10 is the sale of an interior site with frontage on Rosecrans Avenue in Compton. The date of sale and conditions of sale are similar. The location is inferior in surroundings adjoining residential uses and limited commercial developments. The exposure/visibility is inferior in traffic count. Site size, access, topography, improvement contribution, zoning and site shape are similar. Overall inferior to the subject.

**ADJUSTMENT GRID - BASED ON PRICE PSF SITE AREA**

Sale No.	1	2	3	4	5	6	7	8	9	10	11
Unadjusted Price psf	\$66.62	\$55.77	\$83.33	\$48.26	\$47.43	\$47.87	\$44.79	\$66.33	\$46.47	\$46.33	\$65.43
Financing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Conditions of Sale	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Date of Sale	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>
Total Adjustments	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Time Adjusted Price psf	\$66.62	\$55.77	\$83.33	\$48.26	\$47.43	\$47.87	\$44.79	\$66.33	\$46.47	\$46.33	\$65.43
Location	5.0%	5.0%	-5.0%	5.0%	5.0%	0.0%	0.0%	0.0%	5.0%	10.0%	0.0%
Exposure Visibility	5.0%	5.0%	-5.0%	10.0%	5.0%	5.0%	10.0%	-10.0%	5.0%	10.0%	-5.0%
Access	0.0%	5.0%	0.0%	5.0%	5.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Site Size	-10.0%	-5.0%	-10.0%	0.0%	0.0%	0.0%	5.0%	5.0%	5.0%	0.0%	-5.0%
Site Shape	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%
Topography	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Improvement Contribution	0.0%	0.0%	-5.0%	0.0%	0.0%	-5.0%	0.0%	-5.0%	0.0%	0.0%	0.0%
Zoning	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>
Net Adjustment	0.0%	10.0%	-25.0%	20.0%	15.0%	10.0%	15.0%	-5.0%	15.0%	20.0%	-10.0%
Adjusted Price PSF	\$66.62	\$61.34	\$62.50	\$57.91	\$54.55	\$52.66	\$51.51	\$63.02	\$53.44	\$55.59	\$58.88
<b>Range</b>	\$51.51	TO	\$66.62								
<b>Mean</b>	\$58.00										
<b>Median</b>	\$57.91										
<b>Concluded Price PSF</b>	<b>\$58.00</b>	<b>to</b>	<b>\$60.00</b>								

Item No. 11 is the recent sale of a corner site north of the Artesia Freeway (State Route 91) on Knott Avenue in Buena Park. The date of sale and conditions of sale are similar. The location is similar but the exposure and visibility is slightly superior adjoining the freeway on- and off-ramps. The corner access is similar. The smaller parcel size is superior on a price psf basis. Site shape, zoning, improvement contribution and topography are similar. Overall, we would expect the subject to sell for a lesser rate than this item.

On the facing page is an adjustment grid which provides visual reference to the above discussion. Based upon this information, as well as our other investigations, we have concluded with a unit rate of \$58.00 to \$60.00 psf of land area for the subject property. This results in the following:

59,573 sf x \$58.00 psf =	\$3,455,234
59,573 sf x \$60.00 psf =	\$3,574,380
Rounded =	\$3,500,000

The concluded market value of the subject property, as vacant land only, as of the effective date of appraisal, of:

THREE MILLION FIVE HUNDRED THOUSAND DOLLARS

(\$3,500,000)

#### RECONCILIATION AND FINAL VALUE ESTIMATE

The subject property has been analyzed using the specified approach for the fee simple interest of the subject site. The value derived from this approach is:

Sales Comparison Approach: \$3,500,000

The Sales Comparison Approach benefits from a number of commercial land sales in the subject market area. This includes both vacant and nominally improved sites purchased based on the underlying land value. Ultimately, we have a generous body of data of sales within the general area upon which to reflect in valuing the subject. These sales were compared and contrasted to the subject and bring a strong base for establishing the market value of the subject. We therefore conclude our opinion of the market value of the fee simple interest of the subject site, as of the effective date of the appraisal, is:

THREE MILLION FIVE HUNDRED THOUSAND DOLLARS

(\$3,500,000)

*We remind the reader that the above value conclusion does not include demolition, relocation or other costs associated with the former mobile home park on the subject site.*

**CERTIFICATION AND RESTRICTION UPON DISCLOSURE AND USE**

I certify that, to the best of my knowledge and belief, . . .

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have performed an appraisal of the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment, with the full knowledge of the client.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Paul Serragli provided significant professional assistance to the persons signing this letter. His role in this assignment included assisting in the market data confirmations. The value opinion contained in this report is that of the undersigned.
- As of the date of this report, Jeffrey T. Nagasaki, MAI has completed the requirements of the continuing education program of the Appraisal Institute. Further, as of the date of this report Jeffrey T. Nagasaki, MAI (No. AG003078) has satisfied the requirements as Certified General Real Estate Appraisers, licensed by the State of California.
- I have personally inspected the property which is the subject of this report.



CA# AG003078

12/31/18  
Date

**ASSUMPTIONS, CONTINGENT AND LIMITING CONDITIONS**

- This appraisal report and all of the appraiser's work in connection with the appraisal assignment are subject to the limiting conditions and all other terms stated in the report. Any use of the appraisal by any party, regardless of whether such use is authorized or intended by the appraiser, constitutes acceptance of all such limiting conditions and terms.
- The appraisal report is a summary appraisal which is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation. The report is also compliant with Title XI of the Financial Institution Reform, Recovery and Enforcement Act (FIRREA).
- The report is intended for use only by the addressee of this report, its executives or administrative personnel, advisors and attorneys for purposes relating to the assigned described in the Scope of the Appraisal.
- This appraisal has been prepared for the exclusive benefit of the above-named client and stated intended users. It may not be used or relied upon by another party. Any party who uses or relies upon any information in this report without the preparer's written consent does so at his own risk.
- The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.
- That possession of this report, or a copy of it, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
- Testimony or attendance in court by reason of this appraisal is not required unless further authorization to fully appraise the property involved is granted the appraiser at a fee to be determined prior to commencement of such additional work as may be required.
- The liability of principals signing this report is limited to the client only and to the fee actually received by the appraiser. Further, there is no accountability, obligation or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussion. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physical, financial, and/or legal.
- The appraiser assumes no responsibility for economic or physical factors that may affect the opinions in this report which occur after the date of the letter transmitting the report.
- Information, estimates and opinions contained in the report, obtained from third-party sources are assumed to be reliable and have not been independently verified.
- The appraiser reserves the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.
- Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
- The property is appraised assuming it to be under responsible ownership and competent management, and available for its highest and best use.
- If no title policy was made available to the appraiser, we assume no responsibility for such items of record not disclosed by customary investigation. No opinion as to title is rendered. Data related to ownership and legal description was obtained from Assessor's records and is considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions except those specifically discussed in the report.
- The appraiser assumes no responsibility for hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for arranging for engineering studies that may be required to discover them.
- The property is appraised assuming it to be in full compliance with all applicable federal, state, and local environmental regulations and laws, unless otherwise stated.
- The property is appraised assuming that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been, can be obtained or renewed for any use on which the value estimate contained in this report is based, unless otherwise stated.
- No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area were taken from sources considered reliable and no encroachment or real property improvements is considered to exist.

- No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.
- Maps, plats and exhibits included in this report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.
- No opinion is intended to be expressed for matters that require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.
- The distribution, in any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- No detailed soil studies covering the subject property were available to the appraiser. Therefore, any premises as to soil qualities employed in this report are not conclusive but have been discussed with the client and considered consistent with information available to the appraiser.
- Since earthquakes are not uncommon in the area, no responsibility is assumed due to their possible effect on individual properties, nor for assessing the reliability of the seismic qualifications of structures on the subject properties.
- No consideration has been given in this appraisal as to the value of the property located on the premises considered by the appraiser to be personal property, nor has he given consideration to the cost of moving or relocating such personal property; only the real property has been considered.
- Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
- The appraiser has personally inspected the subject property and finds no obvious evidence of structural deficiencies, except as stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake or occupancy codes can be assumed without provision of specific professional or governmental inspections.
- No termite inspection report was available. It is assumed there is no significant termite damage or infestation unless otherwise stated.
- Lease, rental or expense data related to the report being appraised provided by the property owners or responsible parties are assumed to be accurate.
- The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. We are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
- All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
- Unless the time frame is shorter under applicable law, any legal action or claim relating to the appraisal or Appraiser's services shall be filed in court (or in the applicable arbitration tribunal, if the parties to the dispute have executed an arbitration agreement) within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time frame stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. The time frame stated in this section shall apply to all noncriminal claims or causes of action of any type.
- Any use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by Appraiser, constitutes acceptance of, and is subject to, all appraisal statements, limiting conditions and assumptions stated in the appraisal report.

The appraisal performed under this Agreement will be subject to all statements, assumptions, limiting conditions and other conditions (collectively, "Appraisal Conditions") set forth in the appraisal report. Client agrees that Client will review the Appraisal Conditions upon receipt of the report and that Client's use of the appraisal will constitute acceptance of the Appraisal Conditions. The Appraisal Conditions shall be considered as being incorporated into and forming part of this Agreement with respect to the appraisal in which they are contained and to the services relating to that appraisal.

Legal claims or causes of action relating to the appraisal are not transferable or assignable to a third party, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.



## ADDENDA SECTION

SUBJECT PHOTOS  
LEGAL DESCRIPTION  
QUALIFICATIONS

SUBJECT PHOTOS

**SOUTHWEST CORNER HAWTHORNE/MANHATTAN BEACH BOULEVARDS  
LAWNDALE, CALIFORNIA**



View of subject



Manhattan Beach frontage



Former mobile home park



159<sup>th</sup> frontage lot



Hawthorne frontage lot



Residence

**SOUTHWEST CORNER HAWTHORNE/MANHATTAN BEACH BOULEVARDS  
LAWNDALE, CALIFORNIA**



Restroom and trailer



West on 159th



West on Manhattan Beach Blvd



East on Manhattan Beach Blvd

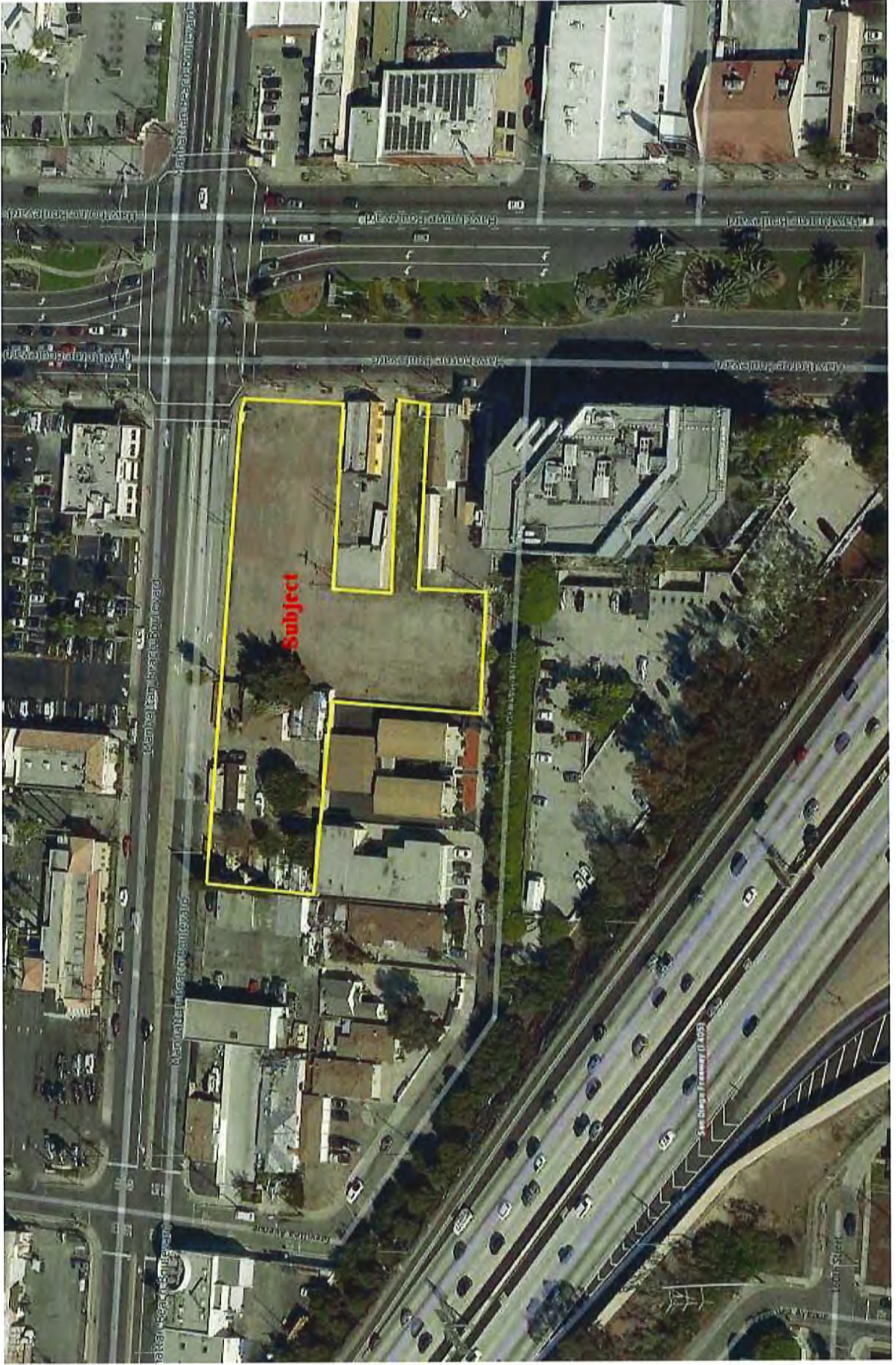


South on Hawthorne Blvd



North on Hawthorne Blvd

SOUTHWEST CORNER HAWTHORNE/MANHATTAN BEACH BOULEVARDS  
LAWDALE, CALIFORNIA



**SOUTHWEST CORNER HAWTHORNE/MANHATTAN BEACH BOULEVARDS  
LAWDALE, CALIFORNIA**



## LEGAL DESCRIPTION

**ATTACHMENT NO. 1**

**LEGAL DESCRIPTION OF THE SITE**

**Parcel One:**

LOT 23 of TRACT 2866, IN THE CITY OF LAWDALE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 28 PAGE(S) 61 TO 63 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EASTERLY 5 FEET THEROF.

Assessor's Parcel No. 4074-001-900

**Parcel Two:**

LOTS 1,2,3,4 AND 5 OF TRACT 5651 IN THE CITY OF LAWDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THE NORTHERLY 20 FEET OF LOTS 1,4 AND 5 OF TRACT 5651 AS SHOWN ON MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Assessor's Parcel No. 4074-001-901

**Parcel Three:**

LOT 23 of TRACT 5651 AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel No. 4074-001-902

**Parcel Four:**

THE WEST 28 FEET OF LOT 27 TRACT NO 2866 AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel No. 4074-001-903

**Parcel Five:**

THE EAST 28 FEET OF LOT 27 TRACT NO. 2866, AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



Assessor's Parcel No. 4074-001-904

**Parcel Six:**

LOT 24 of TRACT No. 5651, IN THE CITY OF LAWNSDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF DAID COUNTY.

Assessor's Parcel No. 4074-001-906

**Parcel Seven:**

LOT 19 OF TRACT NO 2866, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF LAWNSDALDE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 28, PAGES 61 TO 63 INCLUSIVE OF MAPS, IN THE OFFICE IF THE COUNTY RECORDER OF SAID COUNTY .

EXCEPT THE NORTHERLY 30 FEET OF SAID LAND, AS CONDEMNED FOR IMPROVEMENT OF MANHATTAN BEACH BOULEVARD BY FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK M-590 PAGE 526, OFFICIAL RECORDS.

LOT 6 OF TRACT NO 5651, IN THE CITY OF LAWNSDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHERLY 30 FEET OF SAID LAND, AS CONDEMNED FOR IMPROVEMENT OF MANHATTAN BEACH BOULEVARD BY FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK

EXCEPT ANY MOBILE HOME OR MANUFACTURED HOUSING UNIT AND APPURTENANCES, IF ANY LOCATED ON SAID LAND.

Assessors Parcel No. 4074-001-907

## QUALIFICATIONS

## QUALIFICATIONS OF JEFFREY T. NAGASAKI, MAI

### EXPERIENCE

**Nagasaki & Associates, 2005 to present;** Principal responsible for providing a broad variety of real estate consultation and valuation services for the public and private sectors. Property rights appraised include fee simple, leased fee, and leasehold interest. Services include traditional market value studies, market rent studies, historic valuation studies, value diminution analysis, partial interests for estate planning and family limited partnerships. Assignments deal with all major property types including commercial retail and office, hotel, industrial, marina, multiple residential, acreage, residential subdivisions, and special purpose properties. He is qualified as an approved appraiser under the MAP program for the U.S. Department of Housing and Urban Development. Mr. Nagasaki's experience includes over 40 years of appraisal experience, fully competent and qualified to complete most assignments under the requirements of the competency provisions of USPAP.

**Lea Associates, Inc., 1985 - 2005;** Principal and Senior Vice President responsible for providing real estate appraisal and consultation services. Property types included retail, office, industrial, creative office, residential income, vacant land, and hotels. Property rights appraised include fee simple, leased fee, and leasehold interest.

**Security Pacific National Bank, 1978 - 1985;** Assistant Vice President with responsibility for valuation of real property, proposed and existing, including retail, office, industrial, residential income units, vacant land, special purpose properties, single-family residences, condominiums, and residential subdivisions.

### EDUCATION

Continuous participation in numerous seminars relating to real estate appraisal theory and practice. A sample of these seminars include:

- Limited Appraisals and Reporting Options
- Environmental Risk and the Real Estate Process
- Litigation Seminar
- Partial Acquisition
- Easement Valuation
- Shopping Centers Analysis
- Impact of Detrimental Conditions
- National IRS Symposium on Valuation
- Appraising Family Limited Partnerships
- Case Study in Limited Partnership Valuation
- Affordable Housing Projects
- Marketability discounts for real estate interests
- Partial interests theory and case law
- Public Interest Value program
- Valuation of Leases, Leasehold & Leased fees
- Going Concern Value and Real Property
- Special Purpose Properties
- Market Trends

Successful completion of the following Appraisal Institute's courses and examinations:

- Highest and Best Use Analysis
- Standards of Professional Practice
- Comprehensive Examination
- Demonstration Appraisal Report
- Basic Valuation Procedures
- Residential Valuation
- Case Studies in Real Estate Valuation
- Capitalization Theory and Techniques, Part A
- Capitalization Theory and Techniques, Part B
- Valuation Analysis and Report Writing
- Real Estate Appraisal Principles
- Appraisal Curriculum Overview

California State University, Long Beach, Bachelor of Science degree in Business Administration specializing in Real Estate Finance and Financial Management, May 1978.

## QUALIFICATIONS OF JEFFREY T. NAGASAKI, MAI (Cont'd)

### EXPERT TESTIMONY

Mr. Nagasaki has qualified as an expert witness in real estate matters and has testified before:

- Los Angeles County Superior Court
- San Bernardino County Superior Court
- Riverside County Superior Court
- Orange County Superior Court

Further, he has appeared in binding and non-binding arbitration hearings as an expert witness in real estate valuation.

### ASSOCIATIONS

Member of the Appraisal Institute, with an MAI Designation  
Certified General Real Estate Appraiser - AG003078, State of California  
Institute of Real Estate Management (IREM) - Associate Member

## **ATTACHMENT G**

### **Purchase and Sale Agreement/Covenant Agreement**

# PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY AND ESCROW INSTRUCTIONS ("**Agreement**"), is made as of \_\_\_\_\_, 2019 ("**Agreement Date**") is by and between the **CITY OF LAWNSDALE**, a public body, corporate and politic ("**Seller**"), and **3600 TORRANCE MANAGEMENT INC.**, a California corporation ("**Buyer**").

## RECITALS

A. Seller has the right to acquire that certain real property commonly known as 15801, 15811 and 15821 Hawthorne Boulevard and 4432 Manhattan Beach Boulevard in the City of Lawndale, Los Angeles County ("**County**"), California consisting of Assessor Parcel Nos. 4074-001-900, 901, 902, 903, 904, 906, and 907 and legally described on Exhibit A attached hereto ("**Property**") pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated June 25, 2018 between the Successor Agency to the Lawndale Redevelopment Agency of the City of Lawndale as seller ("**Successor Agency**") and Seller as the purchaser ("**Acquisition PSA**"). The escrow for the Acquisition PSA is with Madrona Park Escrow, Inc. ("**Acquisition Escrow**").

B. The Property was previously a mobile home park which has been fully vacated. However, a single family home, a laundry room, and a wall remain on the Property as of the Agreement Date ("**Remaining Improvements**").

C. Seller desires to sell, and Buyer desires to purchase, the Property (as defined below), all in accordance with the terms set forth below.

## TERMS & CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE OF PROPERTY.** Pursuant to the terms and subject to the conditions set forth in this Agreement (including the Recitals which are incorporated herein) and subject to the closing of the Acquisition Escrow, Buyer hereby agrees to purchase the Property from Seller, and Seller agrees to sell the Property to Buyer.

2. **EFFECTIVE DATE; OPENING OF ESCROW.**

**2.1 Effective Date.** This Agreement shall be deemed effective upon execution of this Agreement by Seller after its review, consideration and approval by the City Council ("**Effective Date**"). Prior to the City Council meeting where approval of this Agreement is on the agenda, Buyer shall deliver three (3) executed copies of this Agreement to Seller.

**2.2 Opening of Escrow.** Within three (3) business days of the Effective Date, the parties shall open an escrow ("**Escrow**") with Madrona Park Escrow, Inc. ("**Escrow Holder**"), located at 23868 Hawthorne Blvd., Ste. 101, Torrance, CA 90505, telephone (310)791-5050 by causing the executed Agreements to be delivered to Escrow Holder. Escrow will be deemed open upon (i) execution by Escrow Holder of the Escrow Acceptance on the signature page, and (ii) Escrow Holder's receipt of the Initial Deposit (as defined in Section 3.2) ("**Opening of Escrow**"). Escrow Holder shall deliver a copy of the executed Agreement with the escrow number to Buyer and Seller.

### **3. PURCHASE PRICE.**

**3.1 Purchase Price.** The purchase price the Property is Three Million, Four Hundred Twenty-One Thousand Dollars (\$3,421,000) ("**Purchase Price**"). Although the appraised value of the Property is \$3,500,000, the appraisal does not consider the cost for demolition of the existing house, laundry room, and wall on the Property which Buyer has agreed to immediately demolish pursuant to the Covenant Agreement (Exhibit C) to protect the health, safety, and welfare of residents and business within the City. Accordingly, the Purchase Price reflects a deduct from the Purchase Price for the estimated cost to properly remove these structures.

**3.2 Payment of Purchase Price.** The Purchase Price shall be paid as follows:

- a. **Initial Deposit.** Buyer shall deposit the sum of One Million Three Hundred Thousand Dollars (\$1,300,000) ("**Initial Deposit**"). (Buyer has previously delivered to Seller a check for the Initial Deposit which Seller shall deliver to Escrow Holder at the Opening of Escrow.)
- b. **Balance.** The balance of the Purchase Price shall be deposited by Buyer in Good Funds not less than one (1) business day prior to the Closing.

**3.3 Good Funds.** All funds deposited into Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

### **4. CLOSING DELIVERIES TO ESCROW HOLDER.**

**4.1 By Seller.** Not less than one (1) business day prior to the Closing Date (as defined in Section 12), Seller shall deliver or cause to be delivered to Escrow Holder the following instruments, documents and funds:

- a. **Grant Deed.** The Grant Deed executed and acknowledged by Seller to the Property to Buyer in the form attached as Exhibit B attached hereto ("**Grant Deed**").

- b. **Covenant Agreement.** Two (2) copies of the Covenant Agreement executed and acknowledged by Seller in the form attached as Exhibit C attached hereto ("**Covenant Agreement**").
- c. **Closing Documents.** Any additional tax forms, recordation forms, 1099s or other documents as may be reasonably required by the Escrow Holder or the Title Company (as defined in Section 5.1) to consummate the transaction contemplated by this Agreement.

**4.2 By Buyer.** Not less than one (1) business days prior to the Closing Date, Buyer shall deliver the following instruments and documents:

- a. **Purchase Price.** The balance of the Purchase Price and any additional funds necessary to close this transaction.
- b. **Preliminary Change of Ownership Statement.** A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.
- c. **Closing Documents.** Any additional tax forms, recordation forms, or other documents as may be reasonably required by the Escrow Holder or the Title Company to consummate the transaction contemplated by this Agreement.
- d. **Covenant Agreement.** Two (2) copies of the Covenant Agreement executed and acknowledged by Buyer.
- e. **Deposit for Covenant Agreement.** The sum of Two Hundred Thousand Dollars (\$200,000) which shall be held by City as security for the performance of Buyer's obligations under the Covenant Agreement. City is not required to provide a separate account for the Deposit and shall not be required to pay any interest thereon.

## **5. TITLE.**

**5.1 Title Approval.** Within five (5) days of the Opening of Escrow, Seller shall deliver to Buyer and Escrow, at Seller's own cost and expense, a preliminary title report for an ALTA non-extended owner's policy of title insurance with standard exceptions issued by Lawyers Title Company ("**Title Company**") including hyperlinks to copies of all documents referenced therein and a plotting of all easements ("**PTR**").

Buyer shall have ten (10) days from receipt of the PTR to review the PTR and to object to the exceptions shown therein ("**Title Objection Notice**"). Failure to provide the Title Objection Notice in writing within the above period shall constitute Buyer's approval of the PTR and all matters shown therein. If Buyer provides the Title Objection Notice in the time specified indicating the exceptions to which Buyer objects, Seller shall have ten (10) business days from receipt of the Title Objection Notice to elect in writing delivered to Buyer either: (1) to remedy the title defect that is the subject of Buyer's objection by removal or endorsement, or (2) not remedy the title defect that is the subject of Buyer's



objection ("**Seller's Election Notice**"). If Seller delivers the Seller's Election Notice specifying that Seller will remedy the title objection, Seller shall be obligated to do so prior to the Closing by either having the exception removed or endorsed by the Title Company. If Seller's Election Notice specifies that Seller will not remedy the title defect or if Seller fails to deliver the Seller's Election Notice, Seller shall be deemed to have elected to not remedy the title objection. If Seller has elected to not remedy the title objection, Buyer shall have five (5) days following (i) receipt of Seller's Election Notice under the preceding sentence, or (ii) Seller's failure to timely provide Buyer with such written notification, to elect to either (a) waive its title objection and accept title subject to the alleged title defect, or (b) terminate this Agreement and receive a refund of the Deposit (less cancellation charges) ("**Termination Notice**"). If Buyer fails to deliver a Termination Notice in the time and manner specified, Buyer shall be conclusively deemed to have waived the title objection.

Notwithstanding the foregoing, Buyer hereby objects to all liens evidencing monetary encumbrances (other than real property taxes) and Seller shall cause all such liens to be eliminated prior to the Closing Date.

If Buyer requires any endorsements to the Title Policy, or if Buyer requires an ALTA extended owner's policy of title insurance or a title binder, then Buyer must (i) make such election in a timely manner so as to not delay the Closing; (ii) timely provide an ALTA survey to the Title Company; and (iii) pay the additional cost of obtaining such endorsements or additional coverage or a binder.

Seller shall execute and deliver to the Title Company an Owner's Affidavit and such other documentation as may be reasonably required by the Title Company to issue the Title Policy.

Notwithstanding anything to the contrary contained in this Agreement, if, at any time prior to the Closing, any updates to the PTR are received by Buyer, Buyer shall have five (5) business days (regardless of the date) following Buyer's receipt of such update and legible copies of all underlying documents referenced therein (that were not referenced in the Title Documents previously provided to Buyer) to notify Seller of objections to items on any such updates ("**Title Updates**"), and in the event Seller does not agree to remedy such objections, Buyer may terminate this Agreement or waive such objections and proceed to Closing. This paragraph shall not entitle Buyer to object to any update which contains an exception which was caused by Buyer.

**5.2 Title Policy.** At Closing, the Title Company will commit to issue an ALTA non-extended (or extended coverage if Buyer complies with the requirements in Section 5.1) owner's title policy showing title vested in Buyer for the amount of the Purchase Price subject to (i) non delinquent real estate taxes; (ii) Permitted Exceptions (as defined below); (iii) the Covenant Agreement; and (iv) any exceptions caused or created by Buyer (including any actions of Buyer under Section 8 ("**Title Policy**").

"**Permitted Exceptions**" means those exceptions disclosed in the PTR that Buyer does not object to pursuant to Section 5.1 or that Buyer objects to but has agreed to accept affirmative title insurance coverage regarding same.

**5.3 NHD Report.** Within ten (10) days of Opening of Escrow, Escrow shall order and deliver to Buyer and Seller a Natural Hazards Disclosure report for the Property issued by Disclosure Source ("**NHD Report**"). The cost of the NHD Report shall be paid by Seller.

**6. POSSESSION.** At Closing, Seller shall deliver possession of the Property to Buyer.

**7. CONDITIONS TO CLOSING.**

**7.1 Closing Conditions for Buyer's Benefit.** Buyer's obligation to purchase the Property are subject to and expressly conditioned upon satisfaction (or written waiver) by Buyer of the following conditions precedent to the Closing:

- i. The Title Company will issue the Title Policy in accordance with Section 5.2.
- ii. Buyer has not elected to terminate this Agreement pursuant to Section 8.2.
- iii. Seller's representations and warranties described in Section 9.1 below shall be true and correct as of the Closing Date.
- iv. Seller is not in default of this Agreement.

**7.2 Closing Conditions for Benefit of Seller.** Seller's obligation to purchase the Property is subject to and expressly conditioned upon satisfaction (or written waiver) by Seller of the following conditions precedent to the Closing:

- i. Buyer has not elected to terminate this Agreement pursuant to Section 8.2.
- ii. The Title Company will issue the Title Policy in accordance with Section 5.2.
- iii. The concurrent closing of the Acquisition Escrow.
- iv. Buyer is not in breach of this Agreement.
- v. Buyer has executed the Covenant Agreement and delivered to Escrow the required deposit.

**8. DUE DILIGENCE PERIOD; BUYER'S OBLIGATIONS.**

**8.1 Scope of Due Diligence.** Upon the opening of Escrow, Seller shall provide Buyer with any and all documents and information in Seller's possession and control concerning the Property including the Phase I report and geotechnical report. Buyer shall have the right to obtain at its cost to conduct such engineering, feasibility studies, soils tests, environmental studies and other investigations as Buyer in its sole

discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. Buyer shall further have the right to make an examination of all licenses, permits, authorizations, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies.

**8.2 Approval of Due Diligence Matters.** Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") no later than thirty (30) days from the Opening of Escrow ("**Due Diligence Period**"), of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 5), which approval may be issued or withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively be deemed Buyer's approval under this section. If Buyer delivers the Buyer's Due Diligence Notice in the time and manner specified and Buyer disapproves the condition of the Property, this Agreement and Escrow shall be deemed terminated and the Initial Deposit (less cancellation charges) shall be returned to Buyer. However, notwithstanding the termination of this Agreement, Buyer shall not be entitled to any compensation or reimbursement for the Work.

**8.3 NO ASSURANCES REGARDING USES OR ENTITLEMENTS.** Buyer specifically understands and agrees that Seller is not making any representations or warranties of any kind with respect to uses for the Property nor that any entitlements will be issued. Buyer is aware that, notwithstanding current zoning for the Property, zoning and other laws can change in the future. Buyer is purchasing the Property with full knowledge that (i) any project will be subject to the standard approval process as required by the City of Lawndale Municipal Code, the Hawthorne Boulevard Specific Plan, and applicable law; and (ii) Seller and its employees cannot bind the City with respect to discretionary actions or approvals in this Agreement. By initialing below, Buyer expressly acknowledges that it understands and, if it elects to purchase the Property, is knowingly accepting the foregoing risks and warnings.

Buyer Initials: \_\_\_\_\_

**8.4 Right to Enter the Property.** Commencing with the Effective Date, Seller grants Buyer, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buyer's sole cost and expense.

Prior to entry onto the Property, Buyer shall (i) notify Seller the date and purpose of each intended entry together with the names and affiliations of the persons entering the Property; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) allow an employee of Seller to be present at Seller's election; (v) keep the Property free and

clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (vi) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; (vii) provide to Seller prior to initial entry a certificate of insurance evidencing that Buyer has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) which insurance names Seller as additional insured. Buyer shall return the Property to substantially its original condition following Buyer's entry as a result of Buyer's investigations. Following Buyer's entry, Buyer shall provide Seller copies of all studies, surveys, reports, investigations and other tests derived from any inspection ("**Reports**"); and to take the Property at Closing subject to any title exceptions caused by Buyer exercising this right to enter.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 8.4 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property during the term of this Agreement including any claims relating to the payment of prevailing wages, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of any hazardous materials or other conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 8.4 shall survive termination of this Agreement for any reason.

The parties agree that breach of any Property entry or restoration obligations in this Section 8.4 shall constitute a material breach of this Agreement.

## **9. SELLER REPRESENTATIONS; DISCLAIMER OF WARRANTIES.**

**9.1 Limited Representations of Seller.** To Seller's actual knowledge (with no duty to investigate), Seller represents and warrants to Buyer that, except as set forth or otherwise disclosed in this Agreement:

- a. Seller has not received notice of violation of any applicable law, ordinance, regulation, order or requirement relating to the Property.
- b. The Property has is not in breach of any applicable environmental laws.
- c. There is no litigation pending or threatened against the Property.

All representations and warranties contained in this Agreement shall be deemed remade as of the Closing Date. As used herein, "**actual knowledge**" of Seller refers to the actual knowledge of Seller's employees and agents directly involved in the negotiation and/or

drafting of this Agreement and those responsible for the acquisition or maintenance of the Property.

**9.2 Disclaimer of Warranties.** Buyer agrees to acquire the Property in its "AS IS" condition and shall be responsible for any and all defects in the Property, whether patent or latent, including, without limitation, the physical, environmental, and geotechnical condition of the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under or about the Property. Except as expressly set forth in this Agreement, Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property. Buyer acknowledges that, once Buyer obtains title to the Property, any liability of Seller for the environmental condition of the Property shall be extinguished, and that Seller shall have no liability for remediating any environmental condition of the Property. Buyer shall indemnify Seller against any claim or liability relating to the environmental condition of the Property; provided, however, that Seller shall remain liable for any hazardous materials released into the Property while Seller owned the Property.

## **10. ESCROW PROVISIONS.**

**10.1 Escrow Instructions.** Sections 1.1, 2 through 5, inclusive, 7, 10, 12, 14 & 15 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

**10.2 General Escrow Provisions.** Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 14 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

**10.3 Proration of Real Property Taxes.** As a public agency, Seller is not subject to real property taxes. According, Buyer shall take the Property subject to non-delinquent general and special real property taxes.

### **10.4 Payment of Costs.**

- a. **Cost Allocation.** Seller shall pay the costs for the Title Policy (non-extended ALTA owner's policy), documentary transfer taxes and one-half (1/2) of the escrow costs ("**Seller's Charges**"). Buyer shall pay the cost of any additional endorsements or extended coverage requested by Buyer, one-half (1/2) of the escrow fees and any applicable recording charges ("**Buyer's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder in Los Angeles County.
- b. **Closing Statement.** At least two (2) days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

**10.5 Termination and Cancellation of Escrow.** If Escrow fails to close as provided above, either party, which is not in default, may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

**10.6 Information Report.** Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

**10.7 No Withholding as Foreign Seller.** Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form

pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

**10.8 Brokerage Commissions.** Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

**11. BUYER'S DEFAULT.** IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY SELLER AS A RESULT OF SUCH DEFAULT BY BUYER, AND AGREE THAT THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000) ("DEFAULT AMOUNT") IS A REASONABLE APPROXIMATION THEREOF. THE PARTIES ADDITIONALLY AGREE THAT IF THE CLOSING DATE IS EXTENDED, THE DEFAULT AMOUNT WILL BE INCREASED BY \$25,000 PER MONTH (OR PORTION THEREOF) OF THE EXTENSION. ACCORDINGLY, IN THE EVENT THAT BUYER BREACHES THIS AGREEMENT BY DEFAULTING IN THE COMPLETION OF THE PURCHASE, THE DEFAULT AMOUNT SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID BY BUYER TO SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 15.2 AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT. THE PAYMENT OF THE DEFAULT AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THIS PROVISION DOES NOT APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.

SELLER'S INITIALS: \_\_\_\_\_ BUYER'S INITIALS: \_\_\_\_\_

**12. CLOSING.**

**12.1 Closing Date.** Escrow shall close sixty (60) days after the Opening of Escrow ("**Closing Date**"). Notwithstanding the foregoing if the specified Closing Date falls on a Monday it shall be extended to the next business day. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the date that the Grant Deed and Covenant Agreement are recorded sequentially in the Office of the County Recorder of Los Angeles County, California.

**12.2 Time is of Essence.** Buyer and Seller specifically agree that time is of the essence under this Agreement. The parties agree that the specified dates under

this Agreement are specifically enforceable and shall not be subject to substantial compliance arguments.

**12.3 Extensions.** The City Manager or his designee (who has been designated in writing by the City Manager) shall, in his sole and exclusive discretion, on behalf of Seller, have the authority to approve written requests for extending any deadline under this Agreement for up to an additional ninety (90) days cumulatively. Nothing in this Section shall be construed to imply the right of Buyer to any extensions.

**13. NON-COLLUSION.** No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Seller warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, and City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Seller further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

**Buyer's Initials:** \_\_\_\_\_

**14. NOTICES.** Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given (i) by personal delivery (including reputable overnight courier (such as Federal Express, UPS or DHL) which will be deemed received the following day, or (ii) by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below, or such other address and to such other persons as the parties may hereafter designate:

To Seller:

**CITY OF LAWNSDALE**  
14717 Burin Avenue  
Lawndale, California 90260  
Attn: City Manager

With a Copy to:

Aleshire & Wynder LLP  
18881 Von Karman Ave., Suite 1700



Irvine, California 92612  
Attn: Tiffany J. Israel, City Attorney

To Buyer:

**3600 TORRANCE MANAGEMENT INC.**  
221 Avenue "B"  
Redondo Beach, CA 90277  
Attention: \_\_\_\_\_

## **15. GENERAL PROVISIONS.**

**15.1 Assignment.** Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

**15.2 Attorney's Fees.** In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

**15.3 Interpretation; Governing Law.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

**15.4 No Waiver.** No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

**15.5 Modifications and Amendments.** Any amendment or modification must be in writing executed by each party.

**15.6 Severability.** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and

each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**15.7 Merger.** This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

**15.8 Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

**15.9 Exhibits.** Exhibit A & B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement and Escrow Instructions as of the date set forth above.

**NOTE: Sections 8.3, 11 & 13 must be separately initialed by the applicable party.**

**SELLER:**

**CITY OF LAWDALE**, a public body,  
corporate and politic

By: \_\_\_\_\_  
Robert Pullen-Miles, Mayor

Dated: \_\_\_\_\_, 2019

**ATTEST:**

By: \_\_\_\_\_  
Rhonda Hofmann Gorman,  
City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Tiffany J. Israel,  
City Attorney

**BUYER:**

**3600 TORRANCE MANAGEMENT INC**,  
a California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

**ESCROW ACCEPTANCE & AGREEMENT**

Madrona Park Escrow, Inc., as the Escrow Holder, hereby (i) agrees to the terms of this Agreement, and (ii) certifies that the Opening of Escrow pursuant to Section 2 of this Agreement occurred as of \_\_\_\_\_, 2019 and the escrow number is \_\_\_\_\_.

**ESCROW HOLDER:**

Madrona Park Escrow, Inc., a California corporation  
California License No. \_\_\_\_\_

By: \_\_\_\_\_  
Rebecca Ellis, Escrow Officer

## EXHIBIT A

### PROPERTY DESCRIPTION

That certain real property located in the City of Lawndale, County of Los Angeles, State of California, described as follows:

**Parcel One:**

LOT 23 of TRACT 2866, IN THE CITY OF LAWNDALE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 28 PAGE(S) 61 TO 63 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EASTERLY 5 FEET THEROF.

Assessor's Parcel No. 4074-001-900

**Parcel Two:**

LOTS 1,2,3,4 AND 5 OF TRACT 5651 IN THE CITY OF LAWNDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THE NORTHERLY 20 FEET OF LOTS 1,4 AND 5 OF TRACT 5651 AS SHOWN ON MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Assessor's Parcel No. 4074-001-901

**Parcel Three:**

LOT 23 of TRACT 5651 AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel No. 4074-001-902

**Parcel Four:**

THE WEST 28 FEET OF LOT 27 TRACT NO 2866 AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel No. 4074-001-903

**Parcel Five:**

THE EAST 28 FEET OF LOT 27 TRACT NO. 2866, AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel No. 4074-001-904

**Parcel Six:**

LOT 24 of TRACT No. 5651, IN THE CITY OF LAWNSDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF DAID COUNTY.

Assessor's Parcel No. 4074-001-906

**Parcel Seven:**

LOT 19 OF TRACT NO 2866, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF LAWNSDALDE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 28, PAGES 61 TO 63 INCLUSIVE OF MAPS, IN THE OFFICE IF THE COUNTY RECORDER OF SAID COUNTY .

EXCEPT THE NORTHERLY 30 FEET OF SAID LAND, AS CONDEMNED FOR IMPROVEMENT OF MANHATTAN BEACH BOULEVARD BY FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK M-590 PAGE 526, OFFICIAL RECORDS.

LOT 6 OF TRACT NO 5651, IN THE CITY OF LAWNSDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHERLY 30 FEET OF SAID LAND, AS CONDEMNED FOR IMPROVEMENT OF MANHATTAN BEACH BOULEVARD BY FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK

EXCEPT ANY MOBILE HOME OR MANUFACTURED HOUSING UNIT AND APPURTENANCES, IF ANY LOCATED ON SAID LAND.

Assessors Parcel No. 4074-001-907

**EXHIBIT B**  
**GRANT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

3600 Torrance Management Inc.  
221 Avenue "B"  
Redondo Beach, CA 90277  
Attention: \_\_\_\_\_

APNs: 4074-001-900, 901, 902, 903, 904, 906 & 907

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE UNDERSIGNED GRANTOR DECLARES that the  
documentary transfer tax (computer on full value) is \$ 3,850

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **CITY OF LAWNSDALE**, a public body, corporate and politic ("**Grantor**"), hereby grants to the **3600 TORRANCE MANAGEMENT INC.**, a California corporation ("**Grantee**"), that certain real property in the City of Lawndale, County of Los Angeles, State of California, as more particularly described in Schedule 1 attached hereto and incorporated herein by this reference ("**Property**").

Grantee agrees to refrain from restricting the rental, sale, or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, age, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

**(a) Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

**(b) Leases:** In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

**(c) Contracts:** In contracts pertaining to conveyance of the realty the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The forgoing covenants shall remain in effect in perpetuity.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on the date written below.

**GRANTOR:**

**THE CITY OF LAWNSDALE**, a public body,  
corporate and politic

**ATTEST:**

By: \_\_\_\_\_  
Rhonda Hofmann Gorman,  
City Clerk

By: \_\_\_\_\_  
Robert Pullen-Miles, Mayor

Dated: \_\_\_\_\_, 2019

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Tiffany J. Israel, City Attorney



**Schedule 1 to Grant Deed**

**Legal Description of the Land**

That certain real property located in the City of Lawndale, County of Los Angeles, State of California, described as follows:

**Parcel One:**

LOT 23 of TRACT 2866, IN THE CITY OF LAWNDALE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 28 PAGE(S) 61 TO 63 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EASTERLY 5 FEET THEROF.

Assessor's Parcel No. 4074-001-900

**Parcel Two:**

LOTS 1,2,3,4 AND 5 OF TRACT 5651 IN THE CITY OF LAWNDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THE NORTHERLY 20 FEET OF LOTS 1,4 AND 5 OF TRACT 5651 AS SHOWN ON MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Assessor's Parcel No. 4074-001-901

**Parcel Three:**

LOT 23 of TRACT 5651 AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel No. 4074-001-902

**Parcel Four:**

THE WEST 28 FEET OF LOT 27 TRACT NO 2866 AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel No. 4074-001-903

**Parcel Five:**

THE EAST 28 FEET OF LOT 27 TRACT NO. 2866, AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel No. 4074-001-904

**Parcel Six:**

LOT 24 of TRACT No. 5651, IN THE CITY OF LAWNSDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF DAID COUNTY.

Assessor's Parcel No. 4074-001-906

**Parcel Seven:**

LOT 19 OF TRACT NO 2866, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF LAWNSDALDE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 28, PAGES 61 TO 63 INCLUSIVE OF MAPS, IN THE OFFICE IF THE COUNTY RECORDER OF SAID COUNTY .

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LOT 6 OF TRACT NO 5651, IN THE CITY OF LAWNSDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHERLY 30 FEET OF SAID LAND, AS CONDEMNED FOR IMPROVEMENT OF MANHATTAN BEACH BOULEVARD BY FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK

EXCEPT ANY MOBILE HOME OR MANUFACTURED HOUSING UNIT AND APPURTENANCES, IF ANY LOCATED ON SAID LAND.

Assessors Parcel No. 4074-001-907

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT C**  
**COVENANT AGREEMENT**

**TO BE COMPLETED PRIOR TO EXECUTION**

**RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:**

CITY OF LAWNSDALE  
14717 Burin Avenue  
Lawndale, California 90260  
Attn: City Clerk

APN. 4074-001-900, 901, 902, 903, 904, 906, and 907

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
EXEMPT FROM RECORDING FEES PER GOV. CODE §27383

**COVENANT AGREEMENT TO DEMOLISH IMPROVEMENTS**

This Covenant Agreement to Demolish Improvements ("**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by 3600 TORRANCE MANAGEMENT INC., a California corporation ("**Owner**") in favor of the CITY OF LAWNSDALE, a municipal corporation ("**City**") for the purpose of creating a covenant that runs with the land which is material consideration for the sale of the property to Owner as set forth below.

**RECITALS:**

- A. Owner owns that certain real property commonly known as 15801, 15811 and 15821 Hawthorne Boulevard and 4432 Manhattan Beach Boulevard in the City of Lawndale, Los Angeles County, California (APNs. 4074-001-900, 901, 902, 903, 904, 906, and 907) legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").
- B. City owns that certain real property commonly known as 14717 Burin Street, Lawndale, State of California (APN No. 4078-024-908) which is legally described on Exhibit B attached hereto and incorporated herein by reference ("**Benefitted Property**").
- C. Owner acquired the Property from City pursuant to that certain Purchase and Sale Agreement for Real Property and Escrow Instructions dated \_\_\_\_\_, 2019 ("**PSA**"). The Property contains several improvements, including a house, a wall, and a laundry room ("**Improvements**").
- D. As material consideration for the City's sale of the Property to Purchaser, Owner agreed to remove the Improvements from the Property. Pursuant to the PSA, Owner delivered the sum of Two Hundred Thousand Dollars (\$200,000.00) to City as security for its obligations under this Agreement ("**Deposit**").

NOW, THEREFORE, as material consideration to City to sell the Property to Purchaser, Purchaser declares, covenants, and agrees for itself, its successors and assigns that the Property shall hereafter be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth for the benefit of City and the Benefitted Property.

## AGREEMENT:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.
2. **Effective Date.** This Agreement shall be effective ("**Effective Date**") upon recordation in the Official Records of Los Angeles County ("**Official Records**").
3. **Term.** This Agreement remain in effect until the Work (as defined below) is completed terminated pursuant to Section 10.
4. **Runs with the Land.** This Agreement shall run with the land binding and burdening the Property and all future owners, tenants, and occupants of the Property to and for the benefit of City and the Benefitted Property.
5. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to City that, as of the Effective Date, Owner (i) is the fee owner of the Property, free and clear of any mortgages, deeds of trust, or liens, and (ii) has authority to execute this Agreement which shall bind the Property.
6. **Work Covenant.** Owner covenants that within sixty (60) days from the Effective Date, Owner shall, at Owner's sole cost and expense, demolish and remove all Improvements on the Property in compliance with all applicable ordinances, regulations and standards ("**Regulations**") in accordance with all applicable permits ("**Work**").
7. **Right to Enter.** Upon five (5) days prior written notice to Owner, City shall have the right from time to time to enter the Property to monitor the Work. Entry by City, its employees or contractors on the Property pursuant to this Section shall not be deemed trespass.
8. **Failure to Perform Work.** If, in the reasonable opinion of City, Owner fails to perform the Work, City may, at its election, send Owner written notice demanding compliance with this Agreement ("**Performance Demand Notice**"). If Owner fails to comply with the Demand Notice within thirty (30) days of receipt thereof, City shall have the right (but not the duty) to enter the Property and perform or cause to be performed the Work and thereafter send Owner a written statement stating (i) the cost of the Work plus an administrative fee equal to ten percent (10%) of the Work; (ii) offsetting the Deposit against the Demand Amount; (iii) if there is a balance due to the City, demanding payment of that amount ("**Shortfall**"); and (iv) if there no balance due to City, state the excess amount of the Deposit due to Owner ("**Remaining Deposit**").

If there is a balance due to City and if Owner fails to pay the Demand Amount to City within (10) days of receipt of the Payment Demand Notice, the Demand Amount shall thereafter bear with interest at the rate of ten percent (10%) per annum (but in no event greater than the maximum rate allowed by law) until paid in full to City.

If there is a Remaining Deposit due to Owner, City shall promptly pay said amount to Owner.

9. **Enforcement by Lien.** If Owner fails to pay the Shortfall when due or any other sum due to City under this Agreement, City shall have the right to record a lien, with power of sale, against the Property in the Official Records ("**Claim of Lien**"). The Claim of Lien shall be executed and acknowledged by City and shall contain substantially the following information:
- a. The name of the then record owner of the Property;
  - b. The legal description of the Property;
  - c. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection and arbitration costs, and estimated attorneys' fees;
  - d. That the Claim of Lien is made by City pursuant to this Agreement; and
  - e. That a lien is claimed against the Property in the amount stated, together with all other amounts becoming due from time to time in accordance with this Agreement ("**Lien Amount**").

Upon recordation of the Claim of Lien, the Lien Amount shall immediately attach and become effective in favor of City as a lien upon the Property which may be foreclosed by appropriate action in court or in the manner now or hereafter provided by California Civil Code Sections 2924 *et seq.* as amended or recodified from time to time, for the foreclosure of a deed of trust with power of sale, or in any other manner permitted by law. City is authorized to appoint any person or entity as trustee for the purpose of conducting such foreclosure by power of sale. City shall have the right to credit bid the lien amount at any foreclosure sale and to purchase the Property. If Owner pays the Lien Amount to City, City shall record an appropriate release of such Claim of Lien in the Official Records.

10. **Termination of Agreement.** When Owner completes the Work, City shall promptly return the Deposit to Owner and record a termination of this Agreement in the Official Records. If City completes the Work and any Shortfall has been paid by Owner to City or there is no Shortfall, City shall record a termination of this Agreement in the Official Records.
11. **Indemnity.** Owner indemnifies and agrees to hold the City harmless against any and all claims, demands, losses, liabilities, causes of action, obligations and claims of any kind for damages, lawsuits, costs, attorney's fees and expenses of every kind and nature whatsoever, filed against the City with respect to any injury or damage caused by the demolition of the Improvements and obligations under this Agreement. ("**Indemnified Obligations**"). Owner will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities and Owner agrees to save and hold the City, its officers, agents and employees harmless therefrom. If the City, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Owner for such damages or other claims

arising out of the Indemnified Obligations, Owner agrees to promptly reimburse the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

**12. Amendment or Modification.** This Agreement may not be amended or modified except (i) in writing executed by the then current owner(s) of the Property and City, and (ii) recorded in the Official Records.

**13. Miscellaneous.**

**13.1. Notices.** Any notices, demands, or communications under this Agreement shall be in writing, and may be given either by (i) personal services, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return service requested, addressed as set forth on the signature page of this Agreement or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the United States mail.

**13.2. Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**13.3. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Los Angeles County.

**13.4. Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

**13.5. Final Agreement.** This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.

**13.6. Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**13.7. No Waiver.** The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.



IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

**OWNER:**

3600 TORRANCE MANAGEMENT, INC.,  
a California corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

**CITY:**

CITY OF LAWNDALE,  
a municipal corporation

By: \_\_\_\_\_  
Robert Pullen-Miles, Mayor

Dated: \_\_\_\_\_, 2019

**ATTEST:**

\_\_\_\_\_  
Rhonda Hofmann Gorman,  
City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Tiffany J. Israel, City Attorney

**Address for Notice:**

3600 Torrance Management, Inc.  
221 Avenue "B"  
Redondo Beach, CA 90277  
Attention: \_\_\_\_\_

**Address for Notice:**

City of Lawndale  
14717 Burin Avenue  
Lawndale, California 90260  
Attn: City Manager

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

That certain real property located in the City of Lawndale, County of Los Angeles, State of California, described as follows:

**Parcel One:**

LOT 23 of TRACT 2866, IN THE CITY OF LAWDALE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 28 PAGE(S) 61 TO 63 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EASTERLY 5 FEET THEROF.

Assessor's Parcel No. 4074-001-900

**Parcel Two:**

LOTS 1,2,3,4 AND 5 OF TRACT 5651 IN THE CITY OF LAWDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THE NORTHERLY 20 FEET OF LOTS 1,4 AND 5 OF TRACT 5651 AS SHOWN ON MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Assessor's Parcel No. 4074-001-901

**Parcel Three:**

LOT 23 of TRACT 5651 AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel No. 4074-001-902

**Parcel Four:**

THE WEST 28 FEET OF LOT 27 TRACT NO 2866 AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel No. 4074-001-903

**Parcel Five:**

THE EAST 28 FEET OF LOT 27 TRACT NO. 2866, AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.





Assessor's Parcel No. 4074-001-904

**Parcel Six:**

LOT 24 of TRACT No. 5651, IN THE CITY OF LAWNSDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF DAID COUNTY.

Assessor's Parcel No. 4074-001-906

**Parcel Seven:**

LOT 19 OF TRACT NO 2866, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF LAWNSDALDE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 28, PAGES 61 TO 63 INCLUSIVE OF MAPS, IN THE OFFICE IF THE COUNTY RECORDER OF SAID COUNTY .

EXCEPT THE NORTHERLY 30 FEET OF SAID LAND, AS CONDEMNED FOR IMPROVEMENT OF MANHATTAN BEACH BOULEVARD BY FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK M-590 PAGE 526, OFFICIAL RECORDS.

LOT 6 OF TRACT NO 5651, IN THE CITY OF LAWNSDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 61 PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHERLY 30 FEET OF SAID LAND, AS CONDEMNED FOR IMPROVEMENT OF MANHATTAN BEACH BOULEVARD BY FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK

EXCEPT ANY MOBILE HOME OR MANUFACTURED HOUSING UNIT AND APPURTENANCES, IF ANY LOCATED ON SAID LAND.

Assessors Parcel No. 4074-001-907

**EXHIBIT B**  
**LEGAL DESCRIPTION OF CITY PROPERTY**

That certain real property in City of Lawndale, County of Los Angeles, State of California legally described as follows:



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2019 before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAL:



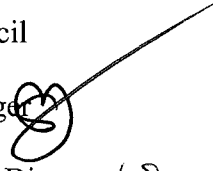



# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: February 4, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Wayne Schaller, Interim Finance Director   
Tiffany J. Israel, City Attorney

SUBJECT: Ordinance No. 1156-19, Updating the Lawndale Municipal Code ("LMC")  
regarding permitting of taxicab companies

## BACKGROUND:

The Governor of California, on September 18, 2018, signed into law an act to amend Government Code Sections 53075.5 *et seq.*, requiring changes to local ordinances involving the regulation and permitting of taxicab drivers and taxicab companies.

As of January 1<sup>st</sup>, State law now limits a municipality, such as the City of Lawndale, to regulating and permitting only those taxicab drivers or companies which are "substantially located" within its limits whereas previous law allowed municipalities to regulate and permit any and all taxicab drivers and companies operating within their limits.

To make the LMC consistent with State law, staff recommends that the City Council adopt the attached ordinance. This ordinance modifies existing portions of the LMC to limit permitting of taxicabs to only those taxicab companies which are substantially located within the limits of the city.

## STAFF REVIEW:

Until recently, a municipality could require any taxicab company which operated within its jurisdiction to apply for a business licenses and/or permit. As such, the City of Lawndale has a system for permitting taxicab companies operating within its boundaries.

Under the proposed ordinance, the City will only require business licenses and permits for taxicab companies which are "substantially located" within the city. This term is defined in the statute.

At this time, staff believes that there are no taxicab companies which fit this definition within the City's boundaries. The attached ordinance will allow the City to be flexible in responding to the arrival of a new taxicab business in the city.

## COMMISSION REVIEW:

Not applicable.

## LEGAL REVIEW:

The City Attorney has reviewed and approved of this ordinance.

FISCAL IMPACT:

Staff anticipates that this new law will result in the loss of, on average, between \$3,100 - \$4,500 in revenue to the City based on the City's business license records for the previous 3 years.

RECOMMENDATION:

Staff recommends that the City Council introduce and approve the first reading Ordinance No. 1156-19 to update the LMC regarding taxicab permitting.

Attachments: Ordinance No. 1156-19

ORDINANCE NO. 1156-19

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA,  
AMENDING LAWNSDALE MUNICIPAL CODE SECTIONS 5.08.060, 5.24.200, 5.24.220 TO  
UPDATE THE PERMITTING PROCESS FOR TAXICAB DRIVERS AND COMPANIES

SUMMARY: This ordinance updates the city's permitting procedure for taxicabs, in compliance with a new state statute.

WHEREAS, the Governor of California, on September 18, 2018, signed into law an act to amend Government Code Sections 53075.5 *et seq.*, requiring changes to local ordinances involving the regulation and permitting of taxicab drivers and taxicab companies; and

WHEREAS, effective January 1, 2019, state law now limits municipalities, such as the City of Lawnsdale, to regulating and permitting only those taxicab drivers or companies which are "substantially located" within their limits whereas previous law allowed municipalities to regulate and permit any and all taxicab drivers and companies operating within their limits; and

WHEREAS, the City Council desires to update its permitting procedures for taxicab companies and taxicab drivers to be consistent with this new state law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 5.08.060 of the Lawnsdale Municipal Code is amended to read, in its entirety, as follows (deletions in ~~strike through~~, additions in ***bold and italics***):

"A. Every person engaged in TRANSPORTING PASSENGERS FOR HIRE, excluding taxicabs, shall pay an annual fee as adopted by the city council by resolution. The fee shall be per vehicle.

B. No person engaged in a TAXICAB service shall pay an annual permit fee as well as a per vehicle fee as adopted by the city council by resolution. The permit shall be renewed annually but only if the city has not received any unfavorable report thereof from the law enforcement agency. ***shall be subject to any license or fee requirements, other than the requirement for a permit issued pursuant to section 5.24.200.***"

SECTION 2. Subsection A of Section 5.24.200 of the Lawnsdale Municipal Code is amended to read, in its entirety, as follows (deletions in ~~strike through~~, additions in ***bold and italics***):

"A. Permit to Operate. ~~A taxicab operator shall not permit any person to operate a taxicab unless such person is the employee of the taxicab operator and has a taxicab driver's permit issued pursuant to this title.~~

***Only a permitted taxicab company may operate within the city.***

1. *A permitted taxicab company is defined as a taxicab service provider that holds a permit issued by a city within the County of Los Angeles, or a permit issued by the County of Los Angeles. A taxicab company may include a taxicab driver if a taxicab company consists of only one driver.*

2. *Every taxicab service provider substantially located within the city, as defined in Government Code §53075.5(k)(5)(A), must hold a permit issued by the city, pursuant to this title.”*

SECTION 3. Subsection A of Section 5.24.220 of the Lawndale Municipal Code is amended to read, in its entirety, as follows (deletions in strikethrough, additions in ***bold and italics***):

“A. Acceptance of Passengers.

1. A taxicab driver shall not stop for or accept any passenger ~~within the area specified in the permit for the taxicab which he/she is driving.~~

***which requires the driver to drive outside of a county for which the taxicab driver has a valid permit.***

2. A taxicab driver who has driven a passenger to any place may wait for and accept such passenger. If the taxicab driver for any reason moves the taxicab from the location where the driver has left the passenger, this paragraph shall not apply.”

SECTION 4. This ordinance is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at the City Hall, the Lawndale Community Center and the United States Post Office, Lawndale Branch.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

State of California )  
County of Los Angeles ) SS  
City of Lawndale )

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Ordinance No. 1156-19 at its \_\_\_\_\_ meeting held on the \_\_\_\_ day of \_\_\_\_\_, 201\_, and duly approved and adopted said ordinance at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 201\_, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearny					
Daniel Reid					
Bernadette Suarez					

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany J. Israel, City Attorney




# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: February 4, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Kahono Oei, Interim Public Works Director K O  
Grace Huizar, Administrative Analyst GH

SUBJECT: Approve the Request for Proposals and Draft Agreement for Integrated Solid Waste Management Collection Services

## BACKGROUND

The city has an exclusive solid waste agreement (Agreement) with Republic Services (Republic) to provide residential, commercial and industrial solid waste collection and recycling services throughout the city. Construction and demolition debris collection is not included in the Agreement with Republic. The original term of the Agreement was seven years which ended December 31, 2017, and the City executed the Fourth Amendment to the Agreement on June 20, 2016, to exercise the option to extend the term of the Agreement to December 31, 2019.

## STAFF REVIEW

On May 21, 2018, the city retained HF&H Consultants (HF&H) to provide consulting services for the preparation and negotiation of a new solid waste and recycling services agreement. HF&H has coordinated the completion of the draft Request for Proposal (RFP) and Agreement for the exclusive collection and recycling of residential, commercial and industrial solid waste generated in the City. The RFP and Agreement was drafted based on the input from the City Council Subcommittee comprised of Councilmembers Dan Reid and Pat Kearny, the City Manager, the Interim Public Works Director, the Public Works Administrative Analyst, and the City Attorney.

If the draft RFP and Agreement are approved, HF&H will arrange the distribution of the RFP and Agreement. At a minimum, the documents will be distributed to franchise haulers active in the Los Angeles County, and the Waste Haulers' Association for distribution to its members.

A summary of the procurement schedule is listed below:

<b>Target</b>	<b>Activity</b>
February 4, 2019	Present draft RFP and Agreement for City Council Approval
February 5, 2019	Release RFP to Proposers
April 15, 2019	Proposals due to the City Clerk's Office
April - July 2019	Evaluate Proposals and Select Contractor(s) for Negotiations
August 5, 2019	Present Award of Franchise Agreement for City Council Consideration
August – December 2019	Hauler Transition Period
January 1, 2020	New Contract Begins and Rollout of New Services

During the agreement development process, HF&H conferred with the City Council Subcommittee and City staff on service and program enhancements. Key enhancements included in the Draft Agreement are listed below:

- New commercial recycling and organics programs to comply with new State laws.
- New Residential food waste program beginning January 1, 2022.
- Enhanced the bulky item collection pickups to from four to six items per pickup, from four to six times per year.
- New Encampment Cleanup Support – 96 one-hour cleanups per year at locations requested by City at no additional charge. Company may charge for additional cleanups.
- Enhanced Abandoned Items Sweeps – monitor locations that frequently collect items.
- New Document Shredding and Compost Give-away Event.
- New Door-to-door Household Hazardous Waste collection – optional program to be proposed by RFP respondents.
- Enhanced Performance Measures.
- On-site hauler representative at a local office (if required) for transition period up to 120 days.

#### LEGAL REVIEW

The City Attorney has reviewed the Draft Agreement and RFP and approved it as to form.

#### FISCAL IMPACT

No fiscal impact at this time.

#### RECOMMENDATION

Staff recommends that the City Council approve the draft Request for Proposals and Agreement for Integrated Solid Waste Management Services and authorize staff to advertise and receive proposals.

Attachments: Request for Proposal  
Draft Agreement

AGREEMENT  
BETWEEN  
CITY OF LAWNSDALE  
AND

---

FOR  
INTEGRATED SOLID WASTE  
MANAGEMENT SERVICES

\* \* \*

Draft, January 23, 2019



AGREEMENT  
BETWEEN  
CITY OF LAWNSDALE  
AND

---

FOR  
INTEGRATED SOLID WASTE  
MANAGEMENT SERVICES

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**Exhibits**

1. Company's Proposal
2. Initial Maximum Rates
3. Example Rate Adjustment Formulas
4. Corporate Guarantee
5. Company's Faithful Performance Bond
6. Notary Certification

## RECITALS

This Franchise Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Lawndale ("City") and \_\_\_\_\_ ("Company"), for the Collection, transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the goals and requirements of the California Integrated Waste Management Act.

### Recitals

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Handling within their jurisdictions to meet the goals and requirements of AB 939; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City of Lawndale has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified company for the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the Diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act; and,

WHEREAS, the Legislature of the State of California, in California Public Resources Code Section 41780 et seq., has declared a mandatory Commercial Recycling program and that it is the policy goal of the State that not less than 75 percent of Solid Waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter; and,

WHEREAS, California Public Resources Code Section 42649 et seq., requires a mandatory Commercial organics waste Diversion program; and,

WHEREAS, the City declares its intention of maintaining reasonable rates and quality service related to the Collection, transportation, Recycling, processing, and Disposal of Solid Waste and other services; and,

WHEREAS, the current franchise agreement will expire on December 31, 2019; and,



WHEREAS, in response to a Request for Proposals, the Company has submitted a proposal to the City and the City selected the Company on the competitive advantages of that proposal over other proposals received by the City; and

WHEREAS, City and Company ("Parties") hereto desire to enter said Agreement; and,

WHEREAS, City and Company are mindful of the provisions of the laws governing the safe Collection, transport, Recycling, processing and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Company desire to leave no doubts as to their respective roles and to memorialize that by entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Company, not City, who is "arranging for" the Collection from Premises in the City, transport for Disposal, composting or other processing, and Recycling of municipal Solid Waste which may contain Hazardous Material; and further to confirm that as a material inducement to City entering into this Agreement, Company has agreed to fully indemnify City, its officers, employees, director and agents, in connection with any claims, losses, liabilities, lawsuits or actions relating to the inadvertent or intentional Collection, transportation and/or Disposal of Hazardous Materials that may occur in connection with Company's performance under this Agreement, and

WHEREAS, the successful implementation of Solid Waste Handling in Residential, Commercial and industrial areas in the City will entail the expenditure of large sums of capital by the Company, for which the Company is, subject to the terms of Proposition 218, entitled to be compensated. City intends that this Agreement will contribute to safeguarding public health by providing the most cost-effective, efficient, reliable, and environmentally appropriate Solid Waste services to its citizens, and

WHEREAS, Company has agreed, as part of this Agreement, acting as an independent contractor to provide such personnel, equipment and supplies as are necessary to ensure City complies with the requirements of Public Resources Code Section 49100 et seq.,

WHEREAS, Company agrees to and acknowledges that it shall arrange for the proper Disposal of all Solid Waste Collected in City and City is not instructing Company how to Collect, process and dispose of Solid Waste.

NOW, THEREFORE, in consideration of the premise above stated and the terms, conditions, covenants and agreements contained herein, the Parties do hereby agree as follows:

# ARTICLE 1

## DEFINITIONS

Whenever any term used in this Agreement has been defined by the provisions of Chapter 8.28 of the Lawndale Municipal Code or by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or the Public Resources Code shall apply unless the term is otherwise defined in this Agreement, in which case this Agreement shall control.

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

### 1.1 AB 1826

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

### 1.2 AB 341

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341," as amended, supplemented, superseded, and replaced from time to time.

### 1.3 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.), as it may be amended from time to time.

### 1.4 Affiliate

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Company by virtue of direct or indirect ownership interest or common management shall be deemed to be "Affiliated with" Company and included within the term

"Affiliates" as used herein. An Affiliate shall include a business in which Company owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Company and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Company. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater. Being an Affiliate does not exempt a business from the application of assignment requirements under Section 12.5.

## **1.5 Agreement**

"Agreement" means this Franchise Agreement between City and Company for Collection, transportation, Recycling, processing and Disposal of Solid Waste, and other services related to meeting the goals and requirements of AB 939, including all exhibits and attachments, and any amendments thereto.

## **1.6 Applicable Law**

"Applicable Law" means all statutes, rules, regulations, guidelines, actions, determinations, Permits, orders, or requirements of the United States, State, County, City (including Lawndale Municipal Code Chapter 8.28) and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Facility, the Site or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Los Angeles County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement.

## **1.7 Billings**

"Billings" means any and all statements of charges for services rendered in accordance with this Agreement, howsoever made, described or designated by City or Company, or made by others for City or Company, to Customers in the City.

## **1.8 Bin**

"Bin" means a rigid Container with hinged lids and wheels with a capacity of at least one (1) cubic yard and less than ten (10) cubic yards.

## **1.9 Bulky Items**

"Bulky Items" means Solid Waste that cannot and/or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); Residential wastes (including wood waste, tree branches, scrap wood, debris from building remodeling, rocks, sod and earth); electronic equipment (including stereos, televisions, computers and monitors, VCRs, microwaves and other similar items commonly known as "brown goods" and "E-Waste"); and clothing. Bulky Items do not include car bodies, tires, Construction and Demolition Debris or items requiring more than two Persons to remove. Other items not specifically included or excluded above will be collected provided that they are not more than eight feet in length, four feet in width, or more than 150 pounds. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

## **1.10 CalRecycle**

"CalRecycle" means the State of California's Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board or CIWMB.

**1.11 Cart**

"Cart" means a polyethylene wheeled Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 30- and no greater than 101-gallons.

**1.12 City**

"City" means City of Lawndale, California, a municipal corporation, and all the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified during the term of this Agreement.

**1.13 Collect/Collection**

"Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste within and from City.

**1.14 Commercial**

"Commercial" refers to services performed at or for Commercial Premises.

**1.15 Commercial Premises**

"Commercial Premises" means Premises upon which business activity is conducted, and any other Premises not defined as Residential Premises per Section 1.49 of this Agreement, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Notwithstanding any provision to the contrary herein, in the Lawndale Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses (as defined in the Lawndale Municipal Code) are occurring shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Group Residential Facilities, Group Care Facilities, Hotels, and Motels.

**1.16 Company**

"Company" means [REDACTED], and its officers, directors, employees, agents, companies and Subcontractors.

**1.17 Company's Proposal**

"Company's Proposal" means the proposal submitted by Company to City on [REDACTED], 2019 in response to a Request for Proposals dated [REDACTED], 2019. Company's Proposal was selected by City based on its competitive advantages over other proposals received, and City specifically relied upon the representations and warranties set forth therein in entering into this Agreement. Company's Proposal is attached as Exhibit 1 and incorporated into this Agreement by reference, and Company represents and warrants that all representations set forth in such proposal are true and correct.

**1.18 Company Compensation**

"Company Compensation" means the revenue received by the Company from Billings in return for providing services in accordance with this Agreement and any amendments to this Agreement.

**1.19 Construction and Demolition Debris**

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

**1.20 Containers**

"Containers" means any and all types of Solid Waste receptacles, including Carts, Bins, and Roll-off Boxes.

**1.21 CPI**

“CPI” means the Consumer Price Index (“CPI”), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average.

**1.22 Customer**

“Customer” means the Person having the care and control of any Premises in the City receiving Solid Waste Handling Service from the Company pursuant to the terms of this Agreement.

**1.23 Disposal**

"Disposal" means the ultimate disposition of Solid Waste Collected by Company at a landfill or otherwise in full regulatory compliance.

**1.24 Disposal Site(s)**

"Disposal Site(s)" means the Solid Waste handling Facility or Facilities utilized for the ultimate Disposal of Solid Waste Collected by Company.

**1.25 Divert/Diversion**

“Divert” or “Diversion” means to Divert from Disposal facilities or Transformation facilities (including incineration, pyrolysis, distillation, gasification or biological conversion) through source reduction, Recycling and composting, as provided in Section 41780 of California Public Resources Code as such act may be hereafter amended or superseded provided that Divert or Diversion shall include delivery to Transformation facilities if the overall Diversion achieved by the City is at a level where delivery to such facilities shall be considered Diversion pursuant to the Act.

**1.26 Electronic Waste or E-Waste**

“Electronic Waste” or “E-Waste” means electronic equipment and includes, but is not limited to, stereos, televisions, computers and computer monitors, VCRs, cellular phones, fax machines, household copiers, computer printers, other items with electric plugs that are banned from landfilling, and other similar items commonly known as “brown goods.”



### **1.27 Environmental Law**

"Environmental Law" means any federal and state statute, county, local and City ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions or permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of Persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or Commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and Disposal.

### **1.28 Facility**

"Facility" means any plant or site, owned or leased and maintained, operated or used by Company for purposes of performing under this Agreement.

### **1.29 Food Waste**

"Food Waste" means all kitchen and table food scraps, animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; discarded paper that is contaminated with Food Waste; fruit waste, grain waste, dairy waste, meat, and fish waste, which has been Source Separated from other Solid Waste. Food Waste is a subset of Organic Materials and excludes Hazardous Materials.

### **1.30 Franchise**

"Franchise" means the special right granted by City to operate a public utility for Solid Waste services within the City.

### **1.31 Franchise Fee**

"Franchise Fee" means the fee paid by Company to City for the right to hold the Franchise for Solid Waste services granted by this Agreement.

### 1.32 Hazardous Material

"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Captor 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act 29 U.S.C. Section 5101, et seq.: or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, State or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

### **1.33 Household Hazardous Waste ("HHW")**

"Household Hazardous Waste" or "HHW" means material used in residences that may threaten human health or the environment when improperly discarded and usually has one or more of the following characteristics; flammable, toxic, corrosive, and/or reactive.

### **1.34 Mixed Waste Processing**

"Mixed Waste Processing" means the separation and sorting of recyclables and other recoverable materials from Refuse at a MRF where commingled loads of Solid Waste are processed.

### **1.35 Materials Recovery Facility ("MRF")**

"Materials Recovery Facility" means a permitted Solid Waste Facility where Solid Wastes or Recyclable Materials are sorted or separated for the purposes of Recycling, processing or composting.

### **1.36 Multi-Family Dwelling Unit**

"Multi-Family Dwelling Unit" means any Residential Premises greater than four (4) dwelling units (not including hotels or motels), irrespective of whether residence therein is transient, temporary or permanent. Multi-Family Dwelling Units generally receive Refuse Collection service through the use of shared Bins, but may use Carts. Service is not dependent upon unit count unless specifically stated.

### **1.37 Net Receipts**

"Net Receipts" means any and all revenue received from Billings by Company, and compensation in any form, including late fees from Customers, of Company or subsidiaries, parent companies or other Affiliates of Company, for Solid Waste services provided pursuant to this Agreement, in accordance with Generally Accepted Accounting Principles, including, but not limited to, monthly Customer fees for Collection of Solid Waste, after subtracting Franchise Fees and AB 939 Fees due under Sections 3.2 and 3.3. The foregoing notwithstanding, income realized by the Company from the sale of discarded Recyclable Materials Collected by the Company pursuant to this Agreement shall be excluded from the calculation of "Net Receipts."

**1.38 Organic Materials**

"Organic Materials" means Food Waste and Yard Waste, and other organic material as defined by CalRecycle, collectively or individually.

**1.39 Organic Materials Processing Facility**

"Organic Materials Processing Facility" means a permitted Facility where Organic Material is sorted mulched, or separated for the purposes of Recycling, reuse or composting.

**1.40 Owner**

"Owner" means the Person holding the legal title to the real property constituting the Premises to which Solid Waste Collection service is to be provided under this Agreement or the Person holding legal title to the Disposal Site.

**1.41 Person**

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Los Angeles, towns, cities, and special purpose districts.

**1.42 Premises**

"Premises" means any land, or building in City where Solid Waste is generated or accumulated.

**1.43 Proposition 218**

"Proposition 218" means Articles XIII C and XIII D of the California Constitution and any implementing legislation promulgated thereunder, as amended, supplemented, superseded, and replaced from time to time.

**1.44 Rate Year**

"Rate Year" means the period January 1 to December 31, for each year during the Term of this Agreement.

#### **1.45 Recycling**

"Recycling" means the process of separating for Collection, Collecting, treating and/or reconstituting Recyclable Materials which would otherwise be discarded without receiving compensation and returning them to the economy in the form of raw materials for new, reused, or reconstituted products. The Collection, transportation or Disposal of Solid Waste not intended for, or capable of, reuse is not Recycling. Recycling does not include use of Solid Waste for conversion to energy.

#### **1.46 Recyclable Materials**

"Recyclable Materials" means Solid Waste that is Source Separated or recovered through Mixed Waste Processing, has some potential economic value, and is set aside, handled, packaged, or offered for Collection in a manner different from Refuse in order to allow it to be processed for Recycling.

#### **1.47 Refuse**

"Refuse" means Solid Waste or debris, except sewage, Construction and Demolition Debris, Recyclables, and/or Organic Materials placed in source-separated Containers for Collection.

#### **1.48 Residential**

"Residential" refers to services performed at and for Residential Premises, which include both Single-Family and Multi-Family Dwelling Units.

#### **1.49 Residential Premises**

"Residential Premises" means Premises upon which dwelling units exist, including, without limitation, Single Family and Multi-Family Dwelling Units, apartments, boarding or rooming houses, condominiums, mobile homes, efficiency apartments, and second units. Notwithstanding any provision to the contrary herein, in the Lawndale Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses are occurring shall not be deemed to be Residential Premises, and rather shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Group Residential Facilities, Group Care Facilities, Hotels, Motels, and any other businesses not specifically listed at which residency is transient in nature and hence should be classified as Commercial

Premises as determined by City on a case by case bases.

**1.50 Roll-off Box**

“Roll-off Box” means Solid Waste Collection Containers of 10-yards or larger.

**1.51 SB 1383**

"SB 1383" means the Short-Lived Climate Pollutants Act of 2016 (Chapter 395, Statutes of 2016), as amended, supplemented, superseded, and replaced from time to time.

**1.52 Sharps**

“Sharps” means hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications.

**1.53 Single Family Dwelling Unit**

"Single Family Dwelling Unit" means each Premises used for or designated as a Single Family Residential dwelling, including each unit of a condominium project, duplex, triplex, townhouse, apartment building, or mobile home park in which each premises receives individual Solid Waste Collection service using Carts and consists of four (4) dwelling units or less per legal parcel.

**1.54 Solid Waste**

"Solid Waste" means all Solid Wastes generated by Residential, Commercial, and industrial sources, and all Solid Waste generated at construction and demolition sites, and at treatment works for water and waste water, which are Collected and transported under the authorization of the City or are self-hauled by residents or contractors. Municipal Solid Waste does not include agricultural crop residues, mining waste and fuel extraction waste, forestry wastes, ash from industrial boilers, furnaces and incinerators or Hazardous Material, any waste which is not permitted to be disposed of at a Class III landfill and which fall within the definition of “Nonhazardous Solid Waste” set forth in Title 23, Chapter 15, Section 2523(a) of the California Code of Regulations as amended or designated Class II wastes. Materials shall be deemed “Solid Waste” consistent with the meaning of California Public Resources Code Section 40191, and for purposes of this Agreement shall be regulated as such, whether or not they may be potentially Recyclable Material, in either of the following instances: (a) the material is

mixed or commingled with other types of Solid Waste such that more than 65% of the material consists of Solid Waste rather than Recyclable Materials, or (b) the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any Person or combination of Persons in exchange for Collection, removal, transportation, storage, processing, handling, consulting, Container rental or Disposal services ("fee for service" Recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or Affiliate of the provider of such service.

#### **1.55 Solid Waste Handling Services**

"Solid Waste Handling Services" means the Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste.

#### **1.56 Source Separation**

"Source Separation" means the segregation into separate Containers by the Waste Generator of individual components of material which otherwise would become Refuse (such as glass bottles, metal cans, newspapers, plastic containers, etc.) into separate Container(s) for the sole purpose of Recycling of such materials.

#### **1.57 State**

"State" means the State of California.

#### **1.58 Transformation**

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. "Transformation" does not include composting.

#### **1.59 Transfer Station**

"Transfer Station" means a Facility that receives Solid Waste from Collection vehicles and transfers the material to larger vehicles for transport to landfills and other destinations. Transfer Stations may or may not also include MRFs transferring residual Refuse (Refuse left after the sorting of Recyclable Materials) to landfills and Recyclable Materials, including Organic Materials and/or Construction and Demolition Debris, to processors, brokers or end-users.

**1.60 Universal Waste**

“Universal Waste” means any of the following waste that are conditionally exempt from classification as hazardous wastes pursuant to Title 22 of the California Code of Regulations (22 CCR), § 66261.9: (i) batteries as described in 22 CCR § 66273.2; (ii) thermostats as described in 22 CCR § 66273.4; (iii) lamps as described in 22 CCR § 66273.5; and (iv) cathode ray tube materials as described in 22 CCR § 66273.6.

**1.61 Waste Generator**

"Waste Generator" means any Person as defined by the Public Resources Code, whose act or process produced Solid Waste as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

**1.62 Yard Waste**

“Yard Waste” means leaves, grass clippings, brush, branches, and other forms of Organic Materials generated from landscapes or gardens, which have been Source Separated from other Solid Waste. Yard Waste is a subset of Organic Materials and excludes Hazardous Materials.”



## ARTICLE 2

### GRANT AND ACCEPTANCE OF FRANCHISE

#### 2.1 Grant and Acceptance of Franchise, Indemnity of Award

Subject to the terms and conditions of this Agreement (including but not limited to the exclusions set forth in Section 2.10 hereof) and applicable State laws, and to the rights of State, county and school district facilities to use a Solid Waste enterprise other than Company, City hereby grants to Company and Company hereby accepts from City, for the Term hereof, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at all Residential and Commercial Premises within the boundaries of the City (the "Franchise").

Company agrees to and shall timely take all actions that are reasonably necessary to defend the validity and enforceability of this Agreement and shall pay all costs related to such defense. Company shall defend, indemnify, protect and hold harmless, the City, its officers, agents and employees from any and all claims, actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from an approval by the City of this Agreement: The City shall promptly notify Company of any such claim, action, or proceeding. The City and Company shall meet in good faith in an effort to come to a mutual agreement for a joint defense; provided that the City shall be entitled to select legal counsel of its choice to conduct the defense if an agreement cannot be reached. Company's obligations to pay all costs, defend, indemnify, protect and hold harmless under this section shall not be altered in the event City retains separate counsel.

Company hereby accepts the Franchise on the terms and conditions set forth in this Agreement.

#### 2.2 Exclusive Nature of Franchise

During the term of this Agreement, except as otherwise provided in Section 2.10 below, or as may otherwise be provided by federal or State law, the rights granted to the Company under this Agreement shall be exclusive to the Company. The City will not let any contract to, or enter into any agreement with, any other Person for the performance of the services herein required to be performed by the Company.

To the extent permitted under State or federal law, the City shall protect the Company's exclusive rights by proper ordinances, and by reasonable enforcement of those ordinances. Should the City be required to take administrative, law enforcement, or other legal action against any Person that infringes on the Company's exclusive rights, the Company shall reimburse the City for its reasonable administrative, law enforcement, or other legal costs related to any such action. Nothing herein shall preclude Company from taking such legal action against third parties as it deems appropriate to protect the exclusive nature of its Franchise.

### **2.3 Confiscation of Unauthorized Haulers' Containers**

Company shall act on behalf of the City, per Section 8.28.071 of the Municipal Code as it is currently written or may be amended during the Term, in the confiscation, storing and returning of unauthorized Solid Waste Containers placed in the City.

Compensation for this service shall be limited to the Collection of fees permitted to be charged to Owners of confiscated unauthorized Containers per Section 8.28.071 of the Municipal Code. Company shall receive no compensation for this service from City or ratepayers.

### **2.4 Effective Date**

The effective date of this Agreement shall be the date which the City Council approves this Agreement.

This Agreement shall become effective at the Effective Date. However, the provision of Solid Waste Collection, imposition of customer rates, payment of City Fees, and actual Collection services by Company, shall commence on January 1, 2020, start of the term of Agreement as described in Section 2.5. Company understands and agrees that the interim time between the Effective Date and the start of the term of the Agreement is intended to provide Company with ample and sufficient time to, among other things, order equipment, prepare necessary routing schedules and route maps, obtain any permits and licenses, establish/build facilities, obtain required service agreements, begin the public awareness campaign as part of Company's transition program as specified in this Agreement, and undertake a Proposition 218 hearing process for purposes of adopting the initial Maximum Rates at Exhibit 2.

## 2.5 Term of Agreement

The term of this Agreement shall be seven (7) years, commencing at midnight January 1, 2020, and expiring at 11:59 P.M. December 31, 2026, subject to extension as provided herein. Notwithstanding the foregoing, the unexcused failure or refusal of Company to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein.

## 2.6 Option to Extend Term

City shall have the sole option to extend this Agreement up to twenty-four (24) months. The City may, upon 90-day advance written notice to the Company prior to Agreement expiration, exercise the extension option. If such extension notice is provided by City, the Agreement will automatically renew monthly, up to a maximum of 24 months unless City gives Company a 60-day written notice of expiration.

## 2.7 Representations and Warranties of Company

Company hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transaction contemplated hereby, all of which shall be true as of the date of this Agreement and as of the Effective Date:

- a) Company is wholly owned by \_\_\_\_\_, a corporation duly organized and validly existing as a corporation under the laws of the State of \_\_\_\_\_.
- b) Neither the execution of this Agreement nor the delivery by Company of services nor the performance by Company of its obligations hereunder: (1) conflicts with, violates or results in a breach of any Applicable Law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Company) or instrument to which Company is a party or by which Company or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Company.

- c) There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Company's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Company or \_\_\_\_\_ [parent/guaranteeing company] which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Company or \_\_\_\_\_ [parent/guaranteeing company] in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Company to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Company or \_\_\_\_\_ [parent/guaranteeing company]. [This provision may be waived by the City.]
- d) Company has no knowledge of any Applicable Law in effect as of the date of this Agreement that would prohibit the performance by Company of this Agreement and the transactions contemplated hereby.
- e) Company has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection services required by this Agreement.
- f) The information supplied by Company in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Company throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement. Note that inaccuracies in Company's Proposal, such as material omissions of past and pending litigation as requested under the Request for Proposals through which this Agreement was procured, is grounds for termination of this Agreement.
- g) Company's representative, designated in Section 5.2.4, shall have authority in all daily operational matters related to this Agreement. City may rely upon action taken by such designated representative as action of Company unless the actions taken are not within the scope of this Agreement.

## **2.8 Conditions to Effectiveness of Agreement**

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City.

- a) Accuracy of Representations. Representations and warranties made by Company throughout this Agreement are accurate, true and correct on and as of the effective date of this Agreement.
- b) Absence of Litigation. There is no litigation pending in any court challenging the award of this Franchise to Company or the execution of this Agreement or seeking to restrain or enjoin its performance.
- c) Furnishing of Insurance and Bonds. Company has furnished evidence of the insurance and bonds required by Article 9.
- d) Effectiveness of City Council Action. City's Resolution approving this Agreement shall have become effective pursuant to California law prior to the Effective Date.
- e) Company shall have paid the Administrative Fee to City, as provided in Section 3.1.

## **2.9 Delegation of Authority**

The administration of this Agreement by the City shall be under the supervision and direction of the City Manager's office and the actions specified in this Agreement, unless otherwise stated, shall be taken by the City Manager, or his or her designee.

## **2.10 Limitations to Scope**

Notwithstanding any provision to the contrary contained herein, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at Premises within City granted to Company by this Agreement specifically excludes the following services, which services may be provided by Persons other than Company and which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

- a) The sale or donation of source-separated Recyclable Material and/or Organic Material by the Waste Generator to any Person or entity other than Company; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material and/or Organic Material, the fact that the Generator receives a reduction or discount in price (or in other terms of the consideration the Generator is required to pay) shall not be considered a sale or donation;
- b) Solid Waste, including Recyclable Materials and/or Organic Materials, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by his or her full-time employees, but not a subcontractor) to a Solid Waste Facility in a manner consistent with all Applicable Laws and regulations;
- c) Yard Waste removed from a Premises by a gardening, landscaping, or tree trimming company, utilizing its own equipment, as an incidental part of a total service offered by that company rather than as a hauling service;
- d) The Collection, transfer, transport, Recycling, processing, and Disposal of animal remains from slaughterhouse or butcher shops for use as tallow;
- e) The Collection, transfer, transport, Recycling, processing, and Disposal of by-products of sewage treatment, including sludge, sludge ash, grit and screenings;
- f) The Collection, transfer, transport, Recycling, processing, and Disposal of Hazardous Material, Household Hazardous Waste and radioactive waste regardless of its source;
- g) Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment;
- h) Construction and Demolition Debris which is removed using a Roll-off Box;
- i) The Collection, transfer, transport, Recycling, processing and Disposal of automobiles and automobile parts by vehicle dismantlers or owners of vehicle

salvage yards;

- j) The Collection, transfer and transport of clean dirt;
- k) Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et. seq. California Public Resources Code;
- l) The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment;
- m) Solid Waste Handling Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste; and,
- n) Food Waste or other Organic Materials Diverted from Disposal by delivery to hog farms or otherwise used as animal feed; and,
- o) Edible food recovered for human consumption.

Company acknowledges and agrees that City may permit other Persons besides Company to Collect any or all types of the Solid Waste listed in this Section 2.10 as exempt from Company's Franchise, including Recyclable Materials, without seeking or obtaining approval of Company under this Agreement.

This grant to Company of an exclusive Franchise, right and privilege to Collect, transport, or process and Dispose of Solid Waste shall be interpreted to be consistent with all Applicable Laws, now and during the term of the Franchise, and the scope of this exclusive Franchise shall be limited by current and developing Applicable Laws with regard to Solid Waste Handling, exclusive Franchise, control of Recyclable Materials, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, enactment or developing legal trends limit the ability of City to lawfully provide for the scope of Franchise services as specifically set forth herein, Company agrees that the scope of the Franchise will be limited to those services and materials which may be lawfully provided for under this Agreement, and that City shall not be responsible for any lost profits claimed by Company to arise out of further limitations of the scope of the Agreement set forth herein. In such an event, it shall be

the responsibility of Company to minimize the financial impact to other services being provided as much as possible.

## **2.11 City's Right to Direct Changes**

### **2.11.1 General**

City may direct Company to perform additional services (including new Diversion programs, etc.) or modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services which may entail new Collection methods, and different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which City may direct. Company acknowledges that State law may increase the Diversion requirement during the term of this Agreement and Company agrees to propose services to meet such Diversion requirements. Company shall be entitled to an adjustment in its Company Compensation for providing such additional or modified services, if Company demonstrates that its cost of service would increase. Any adjustment will be subject to meeting the provisions of Proposition 218. City may utilize cost components included in the Company's Proposal in calculating equitable rate adjustments. If City and Company cannot agree on compensation for new or additional services, then City may contract with other parties for such services, which shall be considered exempt from the exclusivity provisions of Section 2.2. If Company cannot receive agreed to compensation due to Proposition 218 restrictions, Company will not be required to implement additional services.

### **2.11.2 New Diversion Programs**

Company shall present, within sixty (60) days of a request to do so by City, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.).
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- Labor requirements (number of employees by classification).
- Type(s) of Containers to be utilized.



- Type(s) of material to be Collected
- Provision for program publicity/ education/ marketing.
- Three-year projection of the financial results of the program's operations in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.

### **2.11.3 City's Right to Acquire Services**

Company acknowledges and agrees that City may permit other Persons besides Company to provide additional Solid Waste services not otherwise contemplated under this Agreement. If pursuant to Section 2.11.2, Company and City cannot agree on terms and conditions of such services within ninety (90) days from the date when City first requests a proposal from Company to perform such services, or compensation cannot be provided due to Proposition 218 restrictions, Company acknowledges and agrees that City may permit Persons other than Company to provide such services.

## **2.12 Ownership of Solid Waste**

Once Solid Waste is placed in Containers and properly placed at the designated Collection location, ownership and the right to possession shall transfer directly from the Waste Generator to Company by operation of this Agreement. Subject to Company's objective to meet the Source Reduction and Recycling goals which apply to City and City's right to direct Company to process and dispose of Solid Waste at a particular licensed Solid Waste Facility or to dispose of Solid Waste at a particular licensed Disposal Site, if and only if City exercises such right by providing specific written direction to Company, Company is hereby granted the right to retain, Recycle, process, Dispose of, and otherwise use such Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Company; this does not impact Company's right to retain Recyclable Materials revenue under Section 4.2.4. Subject to the provisions of this Agreement, Company shall have the right to retain any benefit resulting from its right to retain, Recycle, process, Dispose of, or reuse the Solid Waste, Organic Materials, and Recyclable Materials which it Collects. Solid Waste, Organic Materials, and Recyclable Materials, or any part thereof, which is disposed of at a Disposal Site or sites (whether landfill, Transformation Facility, Transfer Station, Organic Materials Processing Facility or Material Recovery Facility) shall become the property of the Owner or operator of the Disposal Site(s) once deposited there by

Company. City may obtain ownership or possession of Solid Waste placed for Collection upon written notice of its intent to do so, however, nothing in this Agreement shall be construed as giving rise to any inference that City has such ownership or possession unless such written notice has been given to Company.

City has the option to provide written direction to the Company specifying a Facility for handling, processing, and Disposal of Solid Waste, Recyclable Materials or Organic Materials. If City directs Company to a Facility other than a Facility listed in this Agreement, or otherwise requested by Company, and in doing so it adversely affects the ability of the Company to meet either or both of the requirements of Section 9.3 and Section 4.2.6, then in this event the City and Company shall meet and confer and mutually agree on revised obligations for Sections 9.3 and 4.2.6. The foregoing notwithstanding, in the event City directs Company to a Facility other than a Facility listed in this Agreement or otherwise requested by Company, then Company shall be entitled to a rate adjustment based upon any increase or decrease in costs associated with handling, processing, Disposal and transportation, subject to Proposition 218.

### **2.13 Company Status**

Company represents and warrants that it is duly organized, validly existing and in good standing under Applicable Laws. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

### **2.14 Company Authorization**

Company represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Board of Directors or partners of Company (or the shareholders, if necessary) have taken all actions required by Applicable Law, its articles of incorporation, and its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Company have authority to do so. Company shall authorize one employee for the City as a single point of contact for issues arising under this Agreement. City may accept that this employee's actions are taken on behalf of and with the full approval of the Company.

### **2.15 Annexations**

This Agreement extends to any territory annexed to the City during the term of this Agreement except to the extent that Collection by Company within that annexed

territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Company to fulfill any requirement necessary for Company to serve the annexed area consistent with this paragraph.

## **2.16 Mandatory Service**

At all times during the term of this Agreement, the City shall require the Owner of each occupied Premises where Solid Waste is produced to subscribe to the Collection service provided for in this Agreement and in Chapter 8.28 of the Lawndale Municipal Code.

In accordance with the City of Lawndale Municipal Code Section 8.28.020.D., Residential Premises which have been unoccupied by any human habitation and upon which no Solid Waste has been produced or accumulated for six (6) consecutive months may be exempted from service by the City. The granting of an exemption shall be conditioned upon completion of an application for exemption and its written approval by the City. Exemptions shall expire each December 31. An exemption may be renewed, provided that during six (6) consecutive months prior to application for renewal the Premises has been unoccupied by any human habitation and no Solid Waste has been produced or accumulated.

## **2.17 Permits and Licenses**

Company shall acquire and maintain all necessary permits and licenses for the Collecting, transporting, processing, and storing of Solid Waste, Recyclable Materials and Organic Materials, disposing of Solid Waste, and the Recycling of Recyclable Materials as required under this Agreement. Failure to maintain all required permits shall be deemed a material breach of contract for which City may terminate this Agreement as provided in Section 11.3. Company must follow requirements of the Lawndale Municipal Code, including, but not limited to, obtaining a City of Lawndale business license.

## ARTICLE 3

### FRANCHISE FEE, ADMINISTRATIVE FEE & RECYCLING SURCHARGE

In addition to any other consideration set forth herein, as part of its consideration for entering into this Agreement, and for the exclusive Franchise, right and privilege to provide Solid Waste Handling Services as specified herein, Company shall provide the following:

#### 3.1 Administrative Fee

##### 3.1.1 Administrative Fee

Company shall pay to City an Administrative Fee in a one-time lump sum payment of one-hundred, and twenty-one thousand dollars (\$121,000) within seven days of execution of this Agreement to reimburse the City for its staff time and out-of-pocket costs of awarding the Franchise.

#### 3.2 Franchise Fee

##### 3.2.1 Amount

In consideration of the exclusive Franchise provided in Section 2.1 of this Agreement, Company shall pay to City five-percent (5%) (or another amount as provided in Section 3.2.3) of the Net Receipts derived by Company from services provided in City. Concurrent with each Franchise Fee payment, Company shall provide an accounting worksheet showing the amount, if any, of delinquent Customer accounts.

##### 3.2.2 Time and Method of Franchise Fee Payment

On or before the twentieth (20th) day following the end of each calendar quarter, during the Term of this Agreement, Company shall remit to City a sum of money equal to the percent, as provided in Section 3.2.1, of the Net Receipts collected by Company for Franchise services provided within City, during the preceding calendar quarter, as a Franchise Fee. If the Franchise Fee is not paid on or before the twentieth (20th) day following the end of the calendar quarter, Company shall pay to City a penalty in an amount equal to two percent (2%) of the amount owing for that quarter. Company shall pay an additional two percent (2%), on any unpaid balance for each following

thirty (30) day period the Franchise Fee remains unpaid. Late payment penalties shall not be included in any revenue requirement.

Each quarterly remittance to City shall be accompanied by a statement detailing Net Receipts for the period covered from all operations conducted or permitted, pursuant to this Agreement. In addition, Company shall maintain copies of all Billing and Collection records for five (5) years, following the date of Billing, for inspection and verification by City at any reasonable time upon request.

### **3.2.3 Adjustment to Franchise Fee**

City may adjust the amount of the Franchise Fee annually, with fee increases permitted only to the extent such an increase can be included in the approved rates. Subject to meeting the provisions of Proposition 218, such adjustment shall be reflected in the rates that Company is allowed to charge and collect from Customers in accordance with Article 6.

## **3.3 AB 939 Fee**

### **3.3.1 Amount**

- a. The City has incurred expenses for preparing and adopting the Source Reduction and Recycling and Household Hazardous Waste Elements (SRRE and HHWE, respectively) required by AB 939. City has, and will continue, to incur expenses for implementing the programs in the SRRE and HHWE. Therefore, Company shall remit to the City forty-two thousand five-hundred dollars (\$42,500) per calendar quarter as an AB 939 Fee for Solid Waste Handling Services performed in the City. Company will collect these fees from Customers on the regular Billings and remit collected amounts to City on a quarterly basis, as provided below. Company may be required to separately identify the Fee and other specific costs on bills as determined and directed by City.

### **3.3.2 Time and Method of Payment**

Except as expressly provided below, during the term of this Agreement and any extension thereof, Company shall remit AB 939 Fees per calendar quarter to City in the same fashion and subject to the same terms and conditions as the Franchise Fee. Company shall continue to pay the same amount each quarter until the AB 939 Fee is changed by City resolution.

### 3.3.3 Annual Adjustment to AB 939 Fee

The amount of the AB 939 Fee shall be adjusted automatically at the beginning of each Rate Year (January 1) by a percentage equal to the annual percentage increase, if any, in the CPI as calculated in Section 6.4.2. For example, for the first adjustment effective January 1, 2021, the change in indices shall be measured as the percentage change from the average of the monthly indices for 12 months ending June 2019 to the average of the monthly indices for the 12 months ending June 2020. If there is no increase in the CPI or if the CPI decreases, the AB 939 Fee shall remain unchanged from the previous Rate Year. In addition to any annual adjustments, the City Council, in its sole and absolute discretion, may adjust the AB 939 Fee from time to time by resolution in accordance with Applicable Law, provided that any increase or decrease in Company's operating costs attributable to City's adjustment of AB 939 Fee may be considered for any Extraordinary Adjustment to the maximum charges and rates charged by Company under this Agreement.

### 3.4 Other Fees

City shall reserve the right to set other fees, as it deems necessary, with fee increases permitted only to the extent that such an increase can be properly processed and administered in compliance with the provisions of Proposition 218.

### 3.5 Calculation of Franchise Fees and AB 939 Fees

Company shall use the calculations described below for remittance of the Franchise Fees and AB 939 Fees as described in Sections 3.2 and 3.3. The amount of the AB 939 Fee will be adjusted annually as described in Section 3.3.3, and the Franchise Fee may be adjusted based on Section 3.2.3.

#### Quarterly Franchise Fee and AB 939 Calculation Example

Line	Category	JAN	FEB	MARCH	Total
1	Total Gross Receipts Including AB 939 and Franchise Fees	\$ 240,000.00	\$ 220,000.00	\$ 210,000.00	\$ 670,000.00
2	Quarterly AB 939 Fee				\$ 42,500.00
3	Total Receipts Less AB 939 Fees (line 1 - line 2)				\$ 627,500.00
4	Net Receipts for Franchise Fee Calculation (line 3 ÷ 1.05)				\$ 597,619.05
5	Franchise Fee Percentage				5%
6	Franchise Fee (line 4 × line 5)				\$ 29,880.95
7	Total Fees Due (line 2 + line 6)				\$ 72,380.95

## ARTICLE 4

### DIRECT SERVICES

#### 4.1 Refuse

##### 4.1.1 General

The work to be done by Company pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Company of the duty to furnish all others, as may be required, whether enumerated elsewhere in the Agreement or not.

The work to be done by Company pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents within City are provided reliable, courteous and high-quality Solid Waste Collection at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Company of the duty of accomplishing all other aspects in the manner provided in this section, whether such other aspects are enumerated elsewhere in the Agreement or not.

##### 4.1.2 Residential Cart Refuse Collection

Company shall provide all Customers at Single Family and Multi-Family Dwellings without Bin Service with one Cart ("Refuse Cart(s)"). Customers may select a 35, 60, or 90-gallon Cart. The 60-gallon Cart shall be the default in the event that a size is not selected. See Section 4.5.4.1 for Cart selection procedures. Collection frequency shall be not less than once per week from Company-provided Carts placed at a suitable location, which is typically on the curb, but may be in the street against the curb or in the alley. If there is a dispute between a Customer and Company as to whether Cart or Bin service shall be provided or the proper location for Cart placement, City will make the final determination.

Customer rate is dependent upon Refuse Cart size selected in accordance with the approved rate schedule included as Exhibit 2.

Cart Customers that regularly require more than one Refuse Cart may request

additional Carts for an additional charge per Cart per month in accordance with the approved rate schedule.

Multi-Family Dwelling Unit Customers receiving Refuse Cart services are entitled to the same services as Single Family Cart Customers and will pay the same rates.

#### **4.1.3 Service for Disabled Customers**

Company shall provide disabled Cart Customers with backyard service at no additional charge. Company will remove Refuse, Recyclable Materials and Organic Materials Carts and Yard Waste bundles from Customer's outdoor storage area, place them out for Collection, and return Containers to Customer's outdoor storage area (which shall not be a public right-of-way or street) after Collection, ensuring that all doors or gates are closed securely. Company shall not enter garages.

Authorization for residents to participate in this optional program shall come from the City in writing and information on this option shall be provided by the Company upon request. Company will notify all residents annually, beginning within thirty (30) days of effectiveness of this Agreement, of this Collection option and submit, for approval, a draft notification to City prior to distribution to Customers. New Customers shall be notified of this option upon requesting service.

#### **4.1.4 Refuse Cart Overage**

Residential Cart Customers may periodically generate more Refuse than will fit in the Refuse Cart(s). Residential Customers are therefore entitled to two annual pickups per calendar year of material that does not fit in the Refuse Cart(s) at no additional cost. One pickup shall consist of up to the equivalent of three (3) large bags (30- to 40-gallon), boxes or barrels of Refuse. Residential Customers may be charged per pickup in accordance with the approved rate schedule for overage pickups above two (2) per year. Overage pickups, in addition to the two free pickups, will be provided at no additional charge for two weeks beginning December 26. This service is limited to Refuse that could otherwise be placed in the Refuse Cart, and not Bulky Items which are Collected in accordance with Section 4.1.14. Commercial Cart Customers may request Cart overage Collections in accordance with the approved rate, but are not entitled to free overage Collections.

Company will notify all residents annually, beginning within thirty (30) days of



effectiveness of this Agreement, of this service. New Customers shall be notified of this service upon initiation of new Collection services.

#### **4.1.5 Bin Refuse Collection**

Company shall provide Bin Service to Single Family Customers that request this service, Multi-Family Customers not receiving Cart service, and Commercial Customers. Company shall Collect and remove all Refuse that is placed in Bins from the property of Customers receiving Bin Service, at least once per week and more frequently if required to handle the waste generated at the Premises where the Bins are located. Special consideration shall be given when determining the pickup areas to ensure that the flow of traffic is not impeded. Repeated, reasonable public complaints about unreasonable interference with traffic flows may constitute a default or violation of this Agreement. Customers may lease from Company or third parties compaction equipment that may be attached to Bins. The provision of compaction equipment is outside the scope of the Agreement. Collection of Bins using these devices remains within the scope of this Agreement unless otherwise excluded per Section 2.10.

#### **4.1.6 Commercial Premises Cart Service**

As an alternative to the requirements of Section 4.1.5, Company shall offer Collection in Refuse Carts to Customers at Commercial Premises that do not have space for, or do not generate enough waste to require the use of Bins for Collection at rates shown in Exhibit 2. If Company and Customer have a disagreement as to whether a Refuse Cart is appropriate, or if City determines the Collection in a Refuse Cart causes health and safety or other concerns, City shall make the final determination as to whether Collection in a Refuse Cart may occur.

#### **4.1.7 Overflowing Containers**

Customers that regularly produce more Refuse than their current level of service can accommodate may have their service level increased in accordance with the following procedure:

First Incident in Three Month Period – If more material is placed for Collection than fits in a Bin or Cart (unless Collection of the overage has been properly arranged under Section 4.1.4), Company shall photograph the overflowing Container, Collect the Solid Waste, and request the City to send to the Customer (at both the service and Billing

addresses) the picture and a letter instructing that the next instance of an overflowing Container may result in a charge, and possibly in an increase in the level of service.

Second Incident in Three Month Period – Upon the second event of an overfilled Bin or Cart (unless Collection of the overage has been properly arranged under Section 4.1.4) in a three-month period, Company shall photograph the overflowing Container, Collect the Solid Waste, and request the City send to the Customer the picture and a letter instructing that a third incident in that same three month period may result in an increase in the level of service. If the Bin overflowed sufficiently to require the driver to leave the Collection vehicle to clean around the Bin, Company may charge the Bin Overage Cleanup fee in the approved rate schedule. If Refuse was left beside the Cart for Collection other than as permitted under Section 4.1.4, Company may charge the Cart Overage Fee in the approved Rate Schedule.

Third Incident in Three Month Period – Upon the third event of an overfilled Bin or Cart (unless Collection of the overage has been properly arranged under Section 4.1.4) in a three-month period, Company shall photograph the overflowing Container, Collect the Solid Waste, and request the City to send to the Customer the picture and a letter notifying Customer of an increase in its service level. If the Bin overflowed sufficiently to require the driver to leave the Collection vehicle to clean around the Bin, Company may charge the Bin Overage Cleanup fee in the approved rate schedule. If Refuse was left beside the Cart for Collection other than as permitted under Section 4.1.4, Company may charge the Cart Overage Fee in the approved Rate Schedule.

In the event that this Section gives rise to a dispute between Company and a Customer, City shall settle the dispute in accordance with Section 5.2.3.

#### **4.1.8 Roll-off Box Service**

Company shall provide exclusive (as limited by Section 2.10) permanent and temporary Roll-off Box Collection service upon request. Company must deliver a temporary Roll-off Box to a Customer within one business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request. Company may not charge for any services not listed in the rate schedule without prior approval of the City.

Company will provide standard 10, 30 and 40-cubic-yard standard Roll-off Boxes. The provision of compactor Roll-off Boxes, which are enclosed Containers attached to a compaction devise, is not included in this Agreement. Providing service to such

compactor Roll-off Boxes is included.

Company is responsible for verifying that an encroachment permit has been obtained from the City prior to placing a Roll-off Box in the public right-of-way. If the Customer has not obtained an encroachment permit, the Company shall inform the Customer that the Roll-off Box shall not be delivered until the Customer provides Company with verification of an encroachment permit, instructing the Customer as to how to obtain the permit. A copy of the encroachment permit shall be affixed to the Container.

#### **4.1.9 Temporary Bin Service**

Company shall provide exclusive (as limited by Section 2.10) temporary Bin Service to Customers upon request. Company must deliver a temporary Bin to a Customer by the following business day (excluding Saturday, Sunday or holidays listed in Section 4.5.1), if requested by 12:00 noon; otherwise delivery shall be no later than the second day. Rates for temporary Bin Service are listed separately in the approved rate schedule.

Company is responsible for verifying that an encroachment permit has been obtained from the City prior to placing a Bin in the public right-of-way. If the Customer has not obtained an encroachment permit, the Company shall inform the Customer that the Bin shall not be delivered until the Customer provides Company with verification of an encroachment permit, instructing the Customer as to how to obtain the permit. A copy of the encroachment permit shall be affixed to the Container.

#### **4.1.10 Scout Vehicles**

Scout vehicles are defined as vehicles that transport a Solid Waste Container to and from the point of Collection by a Collection vehicle. There shall be no additional charge to provide scout service.

#### **4.1.11 Bin Pushout Service**

There shall be no additional charge if the driver is required to move a Container from Customer's storage location to where the Bin must be positioned for Collection.

If Company must place a Bin in the public right-of-way to facilitate Collection, Company shall not permit the Bin to remain in the public right-of-way over one hour. If the Bin is stored under a shoot for Solid Waste Collection, the Bin must be serviced and returned immediately.

#### **4.1.12 Locking Bins**

Company shall provide locking Bin Service (providing the hasp and lock and servicing the lock) to Customers that request such service in accordance with the approved Rate Schedule.

#### **4.1.13 Return Trip Fee**

Company may charge a fee, per the approved rate schedule, in the event that Company arrives on time for a scheduled Collection of Carts, Bins or Roll-off Boxes, and is impeded from Collection due to Container being blocked or otherwise unable to be Collected due to issues within the Customer's control, and Company must return a second time for Collection. Charge may be assessed for the trip, not per Container, in the event of a Customer with multiple Containers. If Company attempts to contact Customer to confirm that the Container is accessible, but Customer is non-responsive, Company need not return that day and, therefore, may not charge the return trip fee.

#### **4.1.14 On-Call Bulky Item Pickup**

Company shall provide Bulky Item pickup service to all Single Family and Multi-Family Customers. Each Residential Cart Customer, and Single Family Customers with Bin service, shall be entitled to six Bulky Item pickups per calendar year at no additional charge. Multi-Family Customers are entitled to the equivalent of one Bulky Item pickup per calendar year for each dwelling unit in the building, at no additional charge; either Owner, manager or individual Dwelling Units may request service. Multi-Family Customer Bulky Item pickups are a total count for the entire Multi Family complex; Multi-Family complexes may allocate the Bulky Item pickups as needed among individual tenants.

Customers may put out up to six (6) Bulky Items at each pickup, or 10 bags of Yard Waste. Company may instruct Customers to provide Company with a minimum of one business day's (excluding Saturday, Sunday and holidays listed in Section 4.5.1) notice for the items which shall be Collected on the Customer's regular Collection day. Company shall Collect all Bulky Items as defined in Section 1.9 including items referred to as Electronic Waste or "E-Waste" as defined in Section 1.26. The following provisions shall apply to this program:

- No single item that cannot be handled by two workers will be accepted.

- The following items will not be picked up: Hazardous Materials, including waste oil or anti-freeze. For the purposes of this section, Universal Wastes such as fluorescent bulbs, household batteries, and televisions, monitors and other items referred to as “E-Waste” are not considered hazardous and will be Collected by and disposed of in accordance with this section as well as Sections 4.1.15 and 4.1.16 by Company.

Residential Customers that exceed the number of free pickups and Commercial Customers may receive Bulky Item Collection under the same terms for a fee, in accordance with the approved rate schedule in Exhibit 2.

Company will notify all Residential Customers annually, beginning within thirty (30) days of effectiveness of this Agreement, of this service. New Customers shall be notified of this service upon request of Collection services.

Company to develop a warning notice separate and distinct in color from the notices described in Section 4.2.3, to inform Customers who set out Bulky Items without contacting Company one calendar day prior to setting out items, and that exceed the number of items per pickup, or the number of pickups per year, that they may incur a charge in accordance with the approved rate schedule.

#### **4.1.15 Bulky Item Diversion**

Bulky Items Collected by Company in accordance with Section 4.1.14, or otherwise Collected under this Agreement, may not be landfilled or disposed of until the following hierarchy of Diversion efforts has been followed by Company:

- 1) Reuse as is
- 2) Disassemble for reuse or Recycling
- 3) Recycle or market and sell Recyclable Materials for Recycling
- 4) Disposal

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for Bulky Items unless the compaction mechanism is not used to compact the Bulky Items, unless they have been designated for Disposal.

Contractor shall ensure that Bulky Items containing Freon, such as refrigerators, freezers and dehumidifiers, are safely dismantled, and hazardous/toxic materials are Disposed of in accordance with all current and future regulations.

#### **4.1.16 Disposal of Electronic and Other Special Wastes**

Company shall Divert waste requiring special handling, such as Electronic Waste, or "E-Waste," Collected in accordance with Sections 4.1.14 and 4.1.15, or by other means under this Agreement, by taking these goods to a properly permitted Facility, and not by landfilling.

Company may encourage Customers through public education materials to bring small items requiring special handling, such as fluorescent bulbs or batteries, to a local HHW drop-off center, but will properly process such material received through the provision of services under this Agreement at no additional charge.

#### **4.1.17 Sharps Collection Program**

Company shall provide Customers, at no additional charge, within one week of request, a pre-paid, postage-paid mail-back container to safely Collect Sharps and send Sharps for proper Disposal. Company shall also make Sharps containers available at pick-up location in the City as an alternative for the Customer. Residents are limited to four (4) containers at no additional charge per year. Each container shall be of adequate volume to accommodate the needs of a diabetic Person for a three month period.

#### **4.1.18 Door-to-Door Household Hazardous Waste ("HHW") Collection Program**

##### **[OPTIONAL PROGRAM TO BE PROPOSED]**

The Company shall provide unlimited door-to-door Collection of HHW from both Single Family and Multi-Family Cart and Bin Customers. Company shall provide Residential Customers with a number to call to schedule an appointment for the Collection of HHW. Individual Customers may request unlimited pickups per year.

Materials Collected will include, at a minimum, the following:

- Garden Chemicals (such as fertilizer, insect sprays, weed killers, and other poisons);
- Swimming Pool Chemicals (such as pool acid and liquid and tablet chlorine);

- Automotive Waste (such as motor oil, antifreeze, waxes, polishes, cleaners, brake fluid, gasoline, used oil filters, oily rags, transmission fluid, windshield washer fluid, hydraulic fluid, and automotive batteries);
- Paint Products (such as oil-based, latex and spray paints, stripper, stains, caulking, wood preservatives, glue; and thinner);
- Household Cleaners (such as bleach, cleaning compounds, floor stripper, drain cleaner, tile remover, tile cleaners, and rust remover); and
- Miscellaneous Household Waste (such as household batteries, fluorescent tubes, thermometers, hobby glue, artist's paint, and non-controlled pharmaceuticals).

#### **4.1.19 Medication Takeback Program**

Company will assist the City in increasing awareness of medication takeback programs provided by local pharmacies, or programs offered by other government entities. Promotional activities will include: posting on Company's website, inclusion in the Annual Brochures/Mailings mailed to each Residential Customer, Billing inserts, social media targeted outreach, and press releases to local news outlets.

## **4.2 Recycling**

### **4.2.1 Recyclable Materials Collection for Cart Refuse Customers**

Company shall provide all Residential Customers receiving Cart Refuse Collection, and one-unit homes with Bin service, with a 60- gallon Cart for Collection of Recyclable Materials ("Recycling Cart(s)"). Customers may request 90-gallon or 35-gallon Carts at no additional charge. Customers that regularly fill their Cart can have one additional Cart provided, for a total of two Recycling Carts, at no additional charge. Additional Recycling Carts may be requested for a monthly fee per Cart in accordance with the approved rate schedule. Recyclable Material Collection from Recycling Cart Customers within the City shall be a minimum of once each week, on the same day as Refuse Collection, and from the same set-out location as Refuse Containers. Company is responsible for moving all Containers as necessary for Collection, and then returning them to their original location. At a minimum, Recyclable Material Collected from Recycling Cart Customers shall include, but not be limited to: glass, tin, aluminum, PET, HDPE, narrow neck plastics, newspaper, mixed paper (including junk mail, phone

books, and magazines), cardboard, waste oil, and any additional materials that can be recovered and Recycled. Company shall ensure that all public education and outreach is updated to reflect materials that may be placed in Recyclable Materials Containers as they change during the term of this Agreement. Residential Recyclable Materials Collection shall be on the same day of the week as Solid Waste Collection service. Company shall notify Recycling Customers, as is done for regular service, regarding holiday Collection schedules. Such records shall be made available for inspection by City upon request during normal hours of operation. Recycling services shall be provided as described in Company's Proposal.

#### **4.2.2 Commercial Recycling**

Company shall provide source separated Recycling using Bins or Carts for Commercial and Multi-Family Customers requesting such service at rates shown in Exhibit 2.

Company shall process mixed Solid Waste at a Material Recovery Facility for those Commercial and Multi-Family Customers that do not subscribe to a Source-Separated Recycling program, or otherwise participate in a qualifying Recycling program in accordance with AB 341.

##### **4.2.2.1 Mandatory Commercial and Multi-Family Recycling**

Company will promote Commercial and Multi-Family Recycling programs and assist the City in providing reports on Customers' Recycling efforts. Company to visit each Commercial and Multi-Family Customer that does not subscribe to Recycling services within one-hundred and eighty (180) days of the execution of this Agreement. The meeting shall be for the purpose of establishing a Source-Separated recycling program, documenting existing third-party-provided programs, or placing the Customer's account on the Mixed Waste Processing route. Company shall provide a report, on City provided forms, to the City noting the time, Customer contact, and result of each meeting and, if the Customer will not agree to a meeting, provide the time of contact, Customer contact name and number, and reason for not accepting a meeting. Reports will be updated on a quarterly basis and submitted with Company quarterly reports to the City. Company will report all Customers that have service levels within the thresholds of AB 341 on reporting forms provided by the City. The report will document whether the Customer receives Recycling service from the Company (Source-Separated or Mixed Waste Processing), self-recycles, or receives Recycling from a third party. Reports will be submitted to the City annually on or before July 1st.



#### **4.2.3 Warning Notice**

Company shall warn Customers who have non-Recyclable Materials in their Recycling Container, Non-Organic Materials in their Organic Materials Container, or Organic Materials or Recyclable Materials in their Refuse Containers as required by CalRecycle under SB 1383. Any warning notice shall be legible and securely affixed to the Container, and mailed at Company's cost including notice of potential penalties. If, after three written warnings in a six-month period, the Container continues to be contaminated, a contamination fee may be charged in accordance with the approved rate schedule. Company must leave instructive warning notices on the contaminated Containers, indicating the issue, how to correct it, and that the Customer will be charged a contamination fee if behavior is not corrected. The format of the warning notice must be approved by City. Company shall report monthly to City any warning notices issued, including the Customer name, service address, the date contamination was observed, any photographic evidence of the violation that was obtained, and any other information reasonably requested by the City. Company will also provide copies of written notices to the City on a monthly basis.

#### **4.2.4 Marketing and Sale of Recyclable Materials**

Company shall be responsible for marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Company may retain revenue from the sale of Recyclable Materials, and shall report the amount of such revenues to City upon request.

#### **4.2.5 Used Oil Recycling and Used Oil Filter Collection**

Company shall Collect and Recycle used oil and used oil filters placed curbside by Refuse Carts on Collection day. Company may instruct Customers to call-in for this service at least one business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) in advance, but Company shall Collect used oil and used oil filters left for Collection whether or not a call-in was placed. Company shall provide used oil Recycling Containers to Customers that request them. Upon Collection of used oil, Company shall leave an empty Container. Company shall include in its public education materials the availability of this program and the free used oil Containers, and how to properly place the oil and filters for Collection.

#### 4.2.6 Minimum Recycling Requirements

Company shall Divert from landfilling a minimum of      % of all Solid Waste it Collects under this Agreement excluding Construction and Demolition Debris. Compliance will be measured on a calendar year basis, beginning with Rate Year January 1, 2020 to December 31, 2020. Solid Waste Collected shall only be considered to have been Recycled or Diverted as required under this Agreement if it is deemed to be Diversion by CalRecycle in connection with efforts to meet City's Diversion goals. The Company shall make reasonable efforts to assure that Recyclable Materials are transported, handled and processed at a suitable Facility, so as to prevent or minimize the amount of such materials taken to a landfill and to maximize Diversion credits for the City. Company shall provide documentation to the City within 30 days of the end of each calendar year stating and supporting that calendar year's Diversion rate. Diversion from sources other than Company's Collection and Diversion efforts (such as source reduction, reuse, or Recyclable Materials Diverted by other Solid Waste enterprises, Collection of materials that are not the subject of this Agreement, or the efforts of self-haulers) is not to be counted as Diversion achieved by Company.

Company shall Divert from landfilling the State-mandated Construction and Demolition Diversion percentage, currently 65%, of all Construction and Demolition Debris loads Company Collects under this Agreement.

Upon the request of either party, not more often than once every two (2) years, the Parties agree to meet and confer regarding adjustments to the minimum Diversion rate, based on factors including waste characterization data provided by Company, trends in source reduction and reuse, trends in third party Diversion, extent of reverse logistics, the availability of permitted Facilities that are capable of processing material to achieve the required levels of Diversion, emerging methods of processing and Recycling/reusing new waste materials, the availability of markets, transportation constraints, embargoes, and the impact of scavenging. City shall consider such information provided by Company and other industry data and shall, at its sole discretion, determine if any adjustments to the minimum Diversion requirements shall be made, and such changes must be approved by the City Council before becoming effective.

If these Diversion requirements are not met, City may instruct Company to initiate new programs at Company's expense in order for this goal to be met on a consistent basis.

Company As Authorized Recycling Agent. City hereby designates Company as an authorized Recycling agent (though not the sole agent) for the purposes of conducting Recycling activities within the City pursuant to the terms of Public Resources Code Section 40105. Notwithstanding the foregoing, Company at all times shall be and remain independent from the City.

### **4.3 Organic Materials Programs**

#### **4.3.1 Organic Materials Cart Collection**

Company shall provide weekly Collection of Organic Materials on the same day as Refuse Collection from the City's Residential Customers receiving Cart Refuse Collection, and one-unit homes with Bin service, from the same set-out location as Refuse Containers. Company shall Collect Organic Materials placed in 60-gallon Company-provided Containers, and bundled Yard Waste. Customers may request 90-gallon Carts at no additional charge. Company is responsible for moving all Containers as necessary for Collection, and then returning them to their original location. Company shall have an Organic Materials Recycling program whereby it, at a minimum, Collects the types of Organic Materials required by CalRecycle for Residential Cart Customers. Company shall ensure that all public education and outreach is updated to reflect materials that may be placed in Organics Materials Containers as they change during the term of this Agreement.

Company shall only be obligated to Collect Organic Materials set out for Collection in bundles if it is a maximum of four (4) feet long and eighteen (18) inches in diameter.

Customers may request additional Organic Materials Carts in accordance with the approved rate schedule.

#### **4.3.2 Holiday Tree Collection Program**

Company shall Collect all holiday trees discarded by Single Family and Multi-Family Customers on the regularly scheduled weekly Collection days from the first Collection day after Christmas Day through January 31, at no additional charge. After this period, trees will be Collected as Bulky Items under Section 4.1.14. Trees up to seven (7) feet in length will be Collected and Diverted without Customers needing to cut them.

Company may request that Customers with larger trees cut the trees to pieces no longer than seven (7) feet and that ornaments and stands be removed prior to placement at

Collection point (curb, beside Bin or as otherwise determined by Customer and Company). Company will Divert all holiday trees from landfilling.

### **4.3.3 Commercial Organic Materials Collection**

[TO BE UPDATED BASED ON COMPANY'S PROPOSAL.]

#### **4.3.3.1 Collection**

Company shall Collect, process and Divert Organic Materials from Commercial and Multi-Family Customers. Company shall provide a program sufficient to enable City and Customers to meet or exceed the requirements of AB 1826 and SB 1383.

Company shall tailor the appropriate program to accommodate the waste generation and space constraints of each Customer. Company shall offer the following options, all-inclusive in this program:

- Organic Materials Cart: Customers that have the space for an additional Cart will have the option to receive a Commercial Organic Materials Cart.
- Organic Materials Bins: Customers that have the space and need for a larger Container have the option to receive an Organic Materials Bin for Collection.

Carts and Bins shall comply to the color and labeling requirements of SB 1383.

#### **4.3.3.2 Site Visits, Education and Outreach**

Within ninety (90) days of City Council approval of this Agreement, Company will provide an outreach plan to City for approval identifying the site visit schedule for which to send a Company representative to visit each Multi-Family and Commercial Customer that does not subscribe to Organic Materials Collection for the purpose of assessing levels of Organic Materials generation, assessing when Organic Materials collection service must be established to meet the requirements of Public Resources Code Section 42649.81, and encouraging all Multi-Family and Commercial Customers to establish Organic Materials Collection service in advance of the date when mandatory service is required. Company will contact Multi-Family and Commercial Customers to schedule site visits according to the approved schedule. Beginning January 1, 2020, and annually thereafter, a Company representative will contact Multi-Family and Commercial Customers not subscribing to the Organic Materials Collection service who

are required under AB 1826. Beginning January 1, 2022, and annually thereafter, a Company representative will contact Multi-Family and Commercial Customers not subscribing to the Organic Materials Collection service required under SB 1383. The Company representative shall assist Customers with selecting appropriate Containers and Container sizing, identifying acceptable Organic Materials for Collection and processing, and attempting to resolve any logistical detriments to providing Organic Materials Collection service.

Company will incorporate education regarding Organic Materials Recycling and the State requirements into materials produced under Section 5.3, and will develop its own Organics-specific instructional materials for use in educating participating Customers. All participants receive ongoing, on-site training from Company for management, kitchen staff, service employees, janitors, etc. Company will create and distribute a letter to all Customers. Additional materials may include instructional posters, brochures, or other formats as mutually agreed to between City and Company. As with all outreach material, all items must be submitted for review and approval by City prior to distribution.

#### **4.3.3.3 Contamination**

Company shall perform contamination monitoring, route reviews, and inspections in compliance with the CalRecycle requirements under SB 1383.

Customers that place unacceptable Organic Materials or other items that cannot be Recycled such as textiles into the Organic Materials Container(s) will be handled in accordance with the procedures set forth in Section 4.2.3 with respect to the placement of non-Recyclable Materials into the Recycling Container.

#### **4.3.3.4 Processing**

Company shall process recovered Organic Materials in a manner that maximizes Diversion credit for City in accordance with CalRecycle regulations.

#### **4.3.3.5 Records and Reports**

Company shall maintain records and provide reports to City, at no additional cost, of:

- Commercial and Multi-Family Customers that do and do not participate in an Organic Materials program, whether the Organic Materials program is provided

by Company or another party, and whether the program is for Food Waste or Green Waste (such as a landscaper that composts or otherwise Diverts Organic Materials);

- Which Customers are required to participate in an Organic Materials Recycling program per Public Resources Code Section 42649.81;
- Records of Customer site visits;
- Source separated Organic Materials tonnage Collected from Commercial and Multi-Family Customers, separately identifying Green Waste and Food Waste if Collected separately;
- Commercial and Multi-Family Customers participating in food recovery programs;
- Commercial and Multi-Family Customers using third-party Recycling; and,
- Additional information that may be requested by the State/CalRecycle related to Recycling and Organic Materials programs.

#### **4.3.3.6 Organic Materials Recycling Program Cost**

The full compensation to Company to provide the Commercial Organic Materials program as described in Section 4.3.3 is included in the rates in Exhibit 2. Organic Materials Carts and Bins, public outreach, and all other elements of this program are to be provided at no additional cost. Participation in this program is anticipated to increase over time and has been factored into the rates, and no further compensation adjustment shall be implemented.

#### **4.3.4 Roll-off Box Organic Materials Collection Service**

Company shall make permanent Roll-off Box Organic Materials Collection available to all Customers at the rates shown in Exhibit 2.

#### **4.3.5 End Uses for Organic Materials**

Company shall Divert from landfilling Organic Material Collected through weekly Cart, bundle, Bin and Roll-off Box Collection, holiday tree Collection, and Mixed Waste Processing from Disposal. Company must provide end uses for Organic Material that

maximizes Diversion credits for City according to regulations established by CalRecycle. Organic Material may be used as Alternative Daily Cover (ADC) only to the extent that the City will get full Diversion credit for its use. Diversion credit for ADC is not allowed after January 1, 2020 per Assembly Bill 1594. Company is responsible for monitoring how the Organic Material will be Diverted at selected facilities and for selecting alternative facilities if necessary to ensure full Diversion credit. Failure to do so places the Company in default.

#### **4.3.6 Future Residential Food Waste Diversion Program**

Company is required to implement a program to Divert Residential Food Waste, either co-Collected with Yard Waste or separately Collected, by January 1, 2022 or as otherwise mandated by CalRecycle. The Company shall be entitled to a rate adjustment of [REDACTED] percent ([REDACTED]%) for implementation of the Food Waste program. This is in addition to the annual adjustment implemented pursuant to Section 6.3. The [REDACTED] percent ([REDACTED]%) rate adjustment shall only apply to the standard service rates for Residential Cart service (including Senior discounted rate) included in Exhibit 2, and shall not apply to Additional Cart Rates or other additional service rates included in Exhibit 2.

#### **4.3.7 Food Rescue and Donation Program**

Company shall coordinate food rescue and donation efforts with each Customer deemed to generate Organic Materials as required by CalRecycle. Company shall perform quarterly examinations of routes for food donation opportunities and report results to the City and food rescue organizations.

### **4.4 City Services**

#### **4.4.1 City Facilities Collection**

Company shall provide Solid Waste and Recycling, and Organic Material Collection and Disposal/processing service for materials generated at Premises owned and/or operated by City now and in the future at no additional charge. Company shall make Collections from Containers Monday through Friday or on Saturdays following non-working holidays. Collections shall be scheduled at a time mutually agreed upon by Company and City.

Company shall provide, at City's direction, Solid Waste Collection, transport, Disposal, processing and consulting services entailing:

- a) Collection of Solid Waste from all City facilities and parks at least once per week or more frequently if required or requested by City staff;
- b) Collection of Organic Material and Recyclable Materials from City facilities and parks;
- c) Roll-off box or Container services to City's; and,
- d) Collection and proper Disposal of Electronic Waste such as defined in Section 1.26, Universal Wastes such as defined in Section 1.60, and other items that would be considered Household Hazardous Waste as defined in Section 1.33, that are generated by, and placed for Collection at, City facilities, or Collected as abandoned items under Sections 4.4.7, 4.4.8, and 4.4.9.

#### **4.4.2 City Sponsored Events**

Company shall provide Solid Waste and Recycling, and Organic Material Collection and Disposal/processing service for City-sponsored events at no additional charge to City or Ratepayers. This shall include providing Refuse Containers (Carts, Bins, Roll-off Boxes, and cardboard waste boxes with liners) to Collect and dispose of, or process, all Refuse. Company shall provide Recycling Containers for the Collection of Recyclable and Organics Materials. City-sponsored events include, but are not limited to:

- Youth Day Parade
- Health and Safety Fair
- Halloween Carnival
- Angel Tree Ceremony
- Easter Egg Hunt
- Volunteer Sponsorship Night
- Memorial Day Breakfast



- Lawndale Blues and Jazz Festival

#### **4.4.3 Annual Cleanups**

At no additional charge, Company shall provide services for two (2) City cleanups annually. Company shall make reasonable efforts to direct Solid Waste Collected during the clean-ups from landfill Disposal. The dates for the cleanup shall be proposed by Company prior to January of each year and approved by City. Company shall pick up authorized annual cleanup items from all Residential Cart Customers and transport to a Transfer Station, Disposal Site or MRF at no additional cost to Customers. Customers may also drop off items at the City yard on the Saturday of each event week Collection, Recycling, processing, or Disposal by Company. The following guidelines must be followed:

- All waste must be placed out for Collection by 6:00 a.m.
- The truck will pass each street one time only.
- Non-Bulky Items must be placed in disposable garbage bags or boxes only.
- Tree pruning and branches must be tied in bundles not longer than 4 feet.
- The maximum each residence may dispose of is 3 cubic yards (approximately 24 trash bags or 3' x 3' x 9').
- No single item that cannot be handled by two workers will be accepted.
- The following items will not be picked up: Hazardous Material, including waste oil (which is Collected per Section 4.2.5) or anti-freeze; concrete and dirt.

Company may refuse to Collect clean-up items and shall not be obligated to provide this service to any Person who does not set out Solid Waste, as described above, after reasonable warnings have been given. Company shall notify City of Persons whose clean-up items were not Collected. Company shall record by class and weight (in tons) the Solid Waste, Collected during the cleanup events. Company shall record the kinds and weights (in tons) of Solid Waste Diverted during these cleanups from the landfill through Recycling, reuse, Transformation or other means of Diversion.

#### **4.4.4 Shredding Service Event**

Company shall provide an on-site mobile shredding service for use by City residents (a "Shredding Event") one (1) time per calendar year in coordination with one of the Annual Cleanups described in Section 4.4.3 at no additional charge. The Shredding Event shall be provided at a date, time, and location designated and approved by the Project Manager, in his or her reasonable discretion, and should be for a minimum of three (3) hours in duration. In the event inclement weather prevents a Shredding Event from occurring, Company shall reschedule the Shredding Event to a date, time and location designated and approved by the Project Manager. The Shredding Event shall be conducted at Company's sole cost and expense, utilizing equipment, personnel, and methods appropriate for such event, as approved by the Project Manager. Prior to each Shredding Event, Company shall coordinate with City staff and/or public safety personnel to make arrangements for safe, convenient, and effective access to and participation by City residents in the Shredding Event, and shall procure all necessary insurance coverage. Each Shredding Event shall be designed to accommodate up to a maximum of five (5) "Bankers" boxes of paper or other media suitable for shredding from each Residential and Multi-Family Premises Customer within the City that is participating in the Shredding Event. Residents participating in the Shredding Event must be able to visually observe the materials they delivered to the Shredding Event. Company shall publicize each Shredding Event through methods, and using materials, approved by the Project Manager, at no cost to the City.

#### **4.4.5 Compost Giveaway**

Company shall provide two compost giveaway events per calendar year in coordination with the Annual Cleanups described in Section 4.4.3 at no additional charge. Lawndale residents will be allowed to fill up their containers on a first-come, first-serve basis. Company shall provide forty (40) tons of compost material delivered to City Yard, or a location designated by the City. Any compost material remaining after event shall be removed by Company. The compost giveaway events will be coordinated with the City and can be held in conjunction with other City events.

#### **4.4.6 Street Litter Container Collection**

Company shall service all public litter Containers. Public litter Containers are provided by the City. Any liners or other items needed to continue service shall be provided by

Company. If service levels are not sufficient to ensure Containers do not become full, service levels shall be increased at no additional cost to the City. If additional litter Containers are added, Company will service such Containers at no additional cost to the City.

#### **4.4.7 Abandoned Item Collection**

Company will Collect all abandoned items upon notification by the City for no additional charge. If Company is notified before 1:00 p.m., items will be removed the same day. If Company is notified after 1:00 p.m., items will be removed by 12:00 noon the following day.

#### **4.4.8 Abandoned Item Sweeps**

Company will provide one (1) vehicle with a two (2) Person crew to Collect abandoned items on Mondays, Wednesdays, and Fridays. Each sweep will be three (3) hours in duration. City shall work with Company to designate sweep areas, and will provide Company a minimum of two (2) business days' notice for changes to locations.

#### **4.4.9 Special Cleanup Events**

Company to provide up to ninety-six (96) one-hour cleanups per year at locations requested by the City at no additional charge. These cleanup events include but are not limited to cleanup of temporary encampments as may be directed by the City. Company is required to provide a minimum of one Collection vehicle and Company personnel to place Solid Waste in the Collection vehicle. Company may charge an additional fee for cleanup events exceeding ninety-six (96) hours per year at a rate included in Exhibit 2 or as may be adjusted under the terms of this Agreement. Company to log start- and end-time of each cleanup event and provide a report on each cleanup event to the Project Manager.

#### **4.4.10 Large Venue and Event Assistance, Event Recycling**

Company shall assist City planners of large venue events with reporting and planning needs to provide Recycling and Organics Materials Diversion as may be useful in meeting the requirements of AB 2176, and in lowering Disposal quantities generated at such events at no additional charge.

#### **4.4.11 Collection of Former Company's Containers**

If any Solid Waste enterprise providing Solid Waste Handling Services to Customers prior to the Effective Date does not remove the Containers it had in use prior to the Effective Date, Company shall Collect and recycle/dispose of all such Containers at no additional charge to City or Customers.

### **4.5 Operations**

#### **4.5.1 Schedules**

To preserve peace and quiet, Solid Waste shall only be Collected from Residential Premises between 6:30 A.M. and 6:00 P.M. Monday through Friday. Solid Waste shall only be Collected from Commercial Premises between 6:30 A.M. and 6:00 P.M. Monday through Saturday. Company may not make exceptions to these Collection days and times without advanced written approval from the City. If the regularly scheduled Collection day falls on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, Collection days for the remainder of that week shall all be postponed one Collection day and Residential Collection is permitted on Saturday during the make-up week.

Company shall be prepared to review its operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials Collected under this Agreement with City once annually upon 30-day written notice requesting said review. More frequent reviews may be required if operations are not satisfactory based on documented observations or reports or complaints. If the plan is determined to be inadequate by City, Company shall revise plan incorporating any changes into a revised plan and review said revised plan with City within thirty (30) calendar days.

#### **4.5.2 Missed Pickups**

When notified of a missed pickup prior to 12:00 p.m., Company shall Collect the Refuse, Recyclable Materials, and/or Organic Materials that was not Collected the same day by 6:00 p.m.. If notified after 12:00 p.m., Collection must take place no later than noon of the next Collection day (excludes only Sundays and holidays listed in Section 4.5.1 and, for Residential Cart Customers, Saturday).

### 4.5.3 Vehicles

**A. General.** Company shall provide Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms as described in Company's Proposal. Any additional vehicles/routes that may be required to meet the service standards during the term of this Agreement, above the number included in Company's Proposal shall be done so at Company's sole expense. Company shall have available on Collection days sufficient back-up vehicles for each type of Collection vehicle used to respond to complaints and emergencies.

**B. Specifications.** Company shall operate no vehicles within the City over 10-years in age during the term of this Agreement. By the end of the first year of service, all route Collection vehicles used by Company in providing Refuse, Recycling, and Organic Materials Collection services, excluding spares, Roll-off Box Collection vehicles, scout vehicles, supervisor vehicles, Container delivery and other specialty vehicles used on a sporadic basis, shall use exclusively compressed natural gas (CNG) or liquefied natural gas (LNG). Such vehicles must be registered with the California Department of Motor Vehicles and shall have water-tight bodies designed to prevent leakage, spillage or overflow. At all times during the term of this Agreement, Company's Collection vehicles shall comply with South Coast Air Quality Management District Requirements and the California Air Resource Board requirements as they are currently in force and as they may be approved for Refuse removal vehicles, as well as other Federal, State and local laws and regulations that may be enacted during the term of this Agreement.

**C. Vehicle Identification.** Company's name, local telephone number, and a unique vehicle identification number designed by Company for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2 1/2) inches high. No advertising shall be permitted other than the name of the Company except promotional advertisement of the Recyclable Materials and Organic Materials programs, other programs specific to the City, or information requested by City. All advertisement must be approved by the City. City may request changes to the vehicle advertising up to two (2) times per year. Company shall not place City's name and/or any City logos on Company vehicles.

#### **D. Cleaning and Maintenance**

- 1) Company shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean and operable condition at all times.
- 2) Vehicles used in the Collection of Refuse, Recyclable Materials, and Organic Materials shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with this Agreement. Company shall also make vehicles available to the Los Angeles County Health Department for inspection, at any frequency it requests. Company agrees to replace or repair to the City's satisfaction, any vehicle which City determines to be of unsightly appearance, leaking, or in unsatisfactory operating condition.
- 3) Company shall repaint all vehicles used in the Collection of Refuse, Recyclable Materials and Organic Materials at least every five years, and within thirty (30) days' notice from City, if City determines that their appearance warrants painting.
- 4) Company shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Company shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Company shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to City upon request.
- 5) Company shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Company shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.
- 6) Company shall clean up any leaks or spills from its vehicles per the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning

measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

- 7) Upon request, Company shall furnish City a written inventory of all equipment, including Collection vehicles, used in providing service. The inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity.

**E. Operation.** Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Company shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles.

Company equipment used for Refuse, Recycling, and Organic Materials services shall be registered with the California Department of Motor Vehicles. Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Noise levels of equipment used for Collection shall comply with City ordinance and in no event shall the noise level exceed 75 dba when measured at a distance of 25 feet from the vehicle, five feet from the ground. Company shall store all equipment in safe and secure locations in accordance with City's applicable zoning regulations.

Subject to Section 9.1, Company shall be responsible for any damage resulting from or directly attributable to any of its operations, and which it causes to: City's driving surfaces, whether or not paved; associated curbs, gutters and traffic control devices; and other public improvements.

**F. City Inspection Per Code.** City may cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the State Vehicle Code, including, but not limited to, California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes. No vehicle directed to be removed from

service shall be returned to service until it conforms with, and its return to service has been approved by the City.

**G. Vehicle Inspections.** Upon City request, Company shall submit the Safety Compliance Report/Terminal Record Update from its Biennial Inspection of Terminal, or BIT. If Company receives a terminal rating below satisfactory, the Company is in violation of the Agreement. The Company has the time allowed by the Department of California Highway Patrol ("CHP") to cure violations and bring the terminal rating up to satisfactory. If the CHP does not adjust the rating to satisfactory or better within six months, then the Company shall be considered in default of the contract and the City may terminate the Agreement.

**H. Correction of Defects.** Following any inspection, the City Manager, or the City Manager's designee, shall have the right to cause Company, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly. The City Manager's determination may be appealed to the City Council, whose decision shall be final. City Manager's determination may not be appealed if the vehicle reconditioning or replacement is due to a safety finding by the CHP.

#### **4.5.4 Carts**

##### **4.5.4.1 Company-Provided Carts**

**A. Cart Selection, Distribution and Exchanges.** Company shall provide Customers with Carts at the start of service under this Agreement, at no extra charge.

In advance of initial new Cart distribution, Company shall mail a notice of rates, and provide Customers the opportunity to request service changes. If no response is received by Customer by specified date, Customer will retain the same level of service currently provided as reported by the previous waste hauler.

Customers may each request one free exchange in Cart sizes for six months after the initial Cart is delivered. One exchange includes all Cart size changes included in the same Customer request and may include changes made to any number of the Customer's Carts. If a second request is made, or if a request is made following the initial six-month period, Company may charge for each request, regardless of the



number of Carts exchanged, in accordance with the Rate Schedule. If the exchange request only includes the changes listed below, the exchange fee shall be waived:

- Increase in Recycling Cart size or number;
- Increase in number of Organic Materials Carts;
- Decrease in size or number of Refuse Carts; and/or,
- Removal of any Cart without replacement.

This procedure shall be described in the initial Cart distribution mailing and in public education materials during the initial six-month window.

**B. Cart Design Requirements.** The Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. All Carts selected shall be subject to City approval. The City will not permit Carts and Cart lids with inconsistent colors or in poor condition to be used in the City at any time during the term of this Agreement, and may require Company to replace such Carts. Company shall ensure that all Carts in service during the terms of this Agreement comply with CalRecycle requirements under SB 1383.

**C. Capacity.** References to Cart sizes of 35-, 60-, or 90-gallons are approximate. Acknowledging the different sizes provided by the various Cart manufacturers, the Carts shall be uniform in appearance and must conform to the following ranges in size:

- 30 to 40-gallons,
- 60 to 70-gallons, and
- 90 to 101-gallons.

**D. Cart Handles.** The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles will

provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

**E. Cart Lid.** Each Container shall be provided with a lid that continuously overlaps and comes in contact with the Container body or otherwise causes an interface with the Container body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Container to conveniently and easily open and shut the lid throughout the serviceable life of the Container;
- The lid handle shall be an integrally molded part of the lid;
- The lid (and body) must be of such design and weight that would prevent an empty Container from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Container body.

**F. Cart Colors.** The Refuse, Recycling and Organic Materials Carts or Cart lids will be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Cart and Cart lid colors shall be consistent throughout the City, and shall comply with CalRecycle requirements under SB 1383.

**G. Cart Labeling and Hot Stamping.** Labels used on Carts shall be placed on the inside of the Cart lid, and hot stamps shall be on the top of the lid and/or on the body of the Cart. Each Cart shall be hot stamped with the material type (e.g., trash, Recycling, Organic Materials) in English and Spanish. Labels shall include graphic instruction on what materials should and should not be placed in each Cart. Design for both the labels and the hot stamps must be approved by City prior to ordering labels or

Carts. City shall approve what information is included on the label and in the hot stamp, as well as approve design and quality. Labels shall be replaced when worn, and when information on the label is in need of updating, but no later than 90 days of request from City. Information on the Carts shall include the telephone number to call for Company for Bulky Item pickups, and shall include a “No Scavenging” warning identifying the City’s Municipal Code violation for scavenging.. Additionally, all Carts shall be labeled in accordance with CalRecycle requirements under SB 1383 throughout the term of this Agreement.

**H. Cart Performance Requirements.** All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

**I. Cart Load Capacity.** Depending on the capacity, the Carts shall have a minimum load capacity as noted below without Container distortion, damage, or reduction in maneuverability or any other functions as required herein.

Cart Size (Gallons)	Minimum Load Capacity (LBS)
90-101	200
60-70	130
30-40	70

**J. Cart Durability.** Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the term of this Agreement:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with its intended use;
- Resist degradation from ultraviolet radiation;

- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City.

**K. Chemical Resistant.** Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

**L. Stability and Maneuverability.** The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or open position.

The Carts shall be capable of maintaining its upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction.

The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

**M. Lid Performance.** Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;
- Remain closed in winds up to 25 miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the

original designed and intended positions when either opened or closed or any position between the two extremes; and,

- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Container.

#### **4.5.4.2 Cart Reparability or Replacement**

Company shall be responsible for Cart repair and maintenance, and replacing lost, stolen or damaged Carts within two (2) business days of notification (excluding Saturday, Sunday and holidays listed in Section 4.5.1), and for graffiti removal within two business (2) days of notification, at no additional charge to the Customer or to City, unless Company can demonstrate to the City Manager beyond a reasonable doubt that the damage or loss was due exclusively the Customer's intentional or negligent behavior. City Manager shall make the final determination. If City permits a repair or replacement charge to be assessed against a Customer, charge shall be no more than the actual cost of repair or the Company's purchase price for a new Cart, whichever is lower. All repairs must restore the Cart to its full functionality. Unsightly/worn-out Carts shall be replaced by Company upon Customer request at no additional cost to Customer.

All Carts in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383.

#### **4.5.4.3 Bins**

**A. Cleaning.** Company shall provide Customers with Bins required during the term of this Agreement. The size of Company-provided Bins shall be determined by mutual agreement of Customer and Company, and shall be subject to City approval. Company shall maintain Bins in a clean, sound condition free from putrescible residue. All Bins in use shall be constructed of heavy metal, or other suitable, durable material, and shall be watertight and well painted. Wheels, forklift slots, and other apparatuses, which were designed for movement, loading, or unloading of the Bin shall be maintained in good repair.

Upon Customer or City request, or if required to maintain the Containers in a clean condition, Company shall clean Customer Bins at the rates shown in the approved rate schedule. Company shall perform cleaning, repainting, or replacement of Bins as

necessary to prevent a nuisance caused by odors or vector harborage. When a Bin is removed for cleaning, Company shall replace the Bin, either temporarily or as a change-out, with another Container. Company shall remove graffiti from any Container within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request by City or Customer. Company is required to proactively look for graffiti when Collecting Bins, with all graffiti removed from Containers in no later than two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) after any Collection without notification.

**B. Bin Identification and Color.** Each Bin placed in City by Company shall have the name of Company and phone number in letters not less than three (3) inches high on the exterior of the Bin so as to be visible when the Bin is placed for use. Bins shall be labeled to include bilingual (English and Spanish) and graphic instruction on what materials should and should not be placed in each Bin. Company shall repaint Bins upon City's request if the City deems it necessary to maintain a neat appearance. All Refuse Bins shall be painted a uniform color of, and all Recycling and Organic Materials Bins shall be painted a different, uniform color.

All Bins in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383.

#### **4.5.4.4 Roll-off Boxes**

Company shall provide sufficient Roll-off Boxes to meet Customer demand throughout the Term of the Agreement, and will keep all Roll-off Boxes clean, free from graffiti, equipped with reflectors, and with the name and phone number of Company in letters not less than three (3) inches high on the exterior of the Roll-off Box so as to be visible when the Roll-off Box is placed for use. Company shall properly cover all open Roll-off Boxes during transport as required by the State Vehicle Code.

#### **4.5.5 Litter Abatement**

**A. Minimization of Spills.** Company shall use due care to prevent Solid Waste or fluids from leaking, being spilled and/or scattered during the Collection or transportation process. If any Solid Waste or fluids leak or are spilled during Collection, Company shall promptly clean up all such materials. Each Collection vehicle shall carry a broom and shovel at all times for this purpose.

Company shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, or a pre-approved method of Solid Waste transfer between vehicles, without prior written approval by City.

**B. Clean Up.** During the Collection or transportation process, Company shall clean up litter in the immediate vicinity of any Solid Waste storage area whether or not Company has caused the litter. Company shall identify instances of repeated spillage not caused by it directly with the Waste Generator responsible and will report such instances to City. Company may charge Customers the Bin Overage Fee in accordance with the approved rate schedule for the cleaning of Container enclosures or around the Container if it is littered due to overflowing Containers. Company may address habitual offenders in accordance with Section 4.1.7.

**C. Covering of Loads.** Company shall properly cover all open debris boxes during transport to the Disposal Site.

#### **4.5.6 Personnel**

**A. Qualified Drivers.** Company shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

**B. Hazardous Material Employee Training.** Company also agrees to establish and vigorously enforce an educational program which will train Company's employees in the identification of Hazardous Material. Company's employees shall not knowingly place such Hazardous Material in the Collection vehicles, nor knowingly dispose of such Hazardous Materials at the Processing Facility or Disposal Site.

**C. Customer Courtesy.** Company shall train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work quietly. Company shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Company shall take all necessary

corrective measures including, but not limited to, transfer, discipline or termination. If City has notified Company of a complaint related to discourteous or improper behavior, Company will consider reassigning the employee to duties not entailing contact with the public while Company is pursuing its investigation and corrective action process.

**D. Training.** Company shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

**E. Unauthorized Material Removal.** Company shall dismiss or discipline employees who remove documents or any other material from Containers, other than specifically for the purposes of Disposal and Diversion as described in this Agreement.

#### **4.5.6.1 Employment of Former Company Employees**

Company shall invite for interview all former employees of the previous hauler to be displaced by the transition of Solid Waste Collection under this Agreement. Company shall make offers of employment to all such applicants qualified for positions with Company

#### **4.5.7 Identification Required**

Company shall provide its employees, companies and Subcontractors with identification for all individuals who may make personal contact with residents or businesses in City. All Company employees shall wear clothing bearing the Company name and/or logo at all times while in the City and providing services under this Agreement. City may require Company to notify Customers yearly of the form of said identification. Company shall provide a list of current employees, companies, and Subcontractors to City upon request.

The City reserves the right to perform a security and identification check through the Los Angeles County Sheriff's Department upon Company and all its present and future employees, in accordance with accepted procedures established by the City, or for probable cause.



#### **4.5.8 Fees and Gratuities**

Company shall not, nor shall it permit any agent, employee, or Subcontractors employed by it, to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement except as described in this Agreement, in accordance with Exhibit 2 as updated and approved by City throughout the Term of the Agreement.

#### **4.5.9 Non-Discrimination**

Company shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal or State law.

#### **4.5.10 Coordination With Street Sweeping Services**

Company shall make reasonable efforts to coordinate route schedules with the City's street sweeping schedule. Company shall provide all routes and route schedules to the City and work with City to resolve conflicts with street sweeping schedules.

#### **4.5.11 Change in Collection Schedule**

Company shall notify City forty-five (45) days prior to, and Customers not later than thirty (30) days prior to, any change in Collection operations which results in a change in the day on which Solid Waste Collection occurs. Company will not permit any Customer to go more than seven (7) days without service in connection with a Collection schedule change. City's approval of any change in Collection is required prior to such change, and such approval will not be withheld unreasonably.

Any changes in the route map or Collection schedule shall require the prior approval of the City. City may require reasonable changes in the route map or Collection schedule, to improve service, to resolve complaints or for other reasons. Prior to the change of a route schedule, Company shall provide written notice of the change to affected Customers ninety (90) days in advance and shall publish the changes in a newspaper of general circulation.

#### **4.5.12 Report of Accumulation of Solid Waste; Unauthorized Dumping**

Company shall direct its drivers to note (1) the addresses of any Premises at which they observe that Solid Waste is accumulating and is not being delivered for Collection; and (2) the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Company shall deliver the address or description to City within five (5) working days of such observation.

#### **4.6 Contingency Plan**

Company shall submit to City on or before the effective date of the Agreement, a written contingency plan demonstrating Company's arrangements to provide vehicles and personnel and to maintain uninterrupted service during breakdowns, and in case of natural disaster or other emergency including labor disputes and the events described in Section 11.5.

#### **4.7 Transportation of Solid Waste**

The Company shall transport all Solid Waste Collected under Section 4.1 to permitted Solid Waste facilities. Company agrees to make all reasonable efforts to separate Recyclable Materials and Organic Materials from Refuse for Diversion from landfill Disposal.

The Company shall maintain accurate records of the quantities of Solid Waste transported to permitted Solid Waste facilities and will cooperate with the City in any audits or investigations of such quantities.

The Company shall cooperate with the operator of any permitted Solid Waste Facility with regard to operations therein, including, for example, complying with directions from the operator to unload Collection vehicles in designated areas, accommodating to maintenance operations and construction of new facilities, cooperating with it Hazardous Material exclusion program, and so forth.

#### **4.8 Disposal of Refuse**

The Company shall dispose of all Refuse Collected under Section 4.1 at the Disposal Site. Unless and until the City otherwise obtains ownership of the Solid Waste stream, the Disposal Site Company has designated shall be the [REDACTED].

#### **4.9 Status of Disposal Site**

Any Disposal Site utilized by Company, shall be designed and constructed in accordance with 23 California Code of Regulations Section 2510 *et seq.* ("Subchapter 15"). Any such landfill has been issued all permits from federal, State, regional, county and City agencies necessary for it to operate as a Class III Sanitary Landfill and is in full regulatory compliance with all such permits.

The Disposal Site is currently authorized to accept, under its existing permit, and has sufficient uncommitted capacity to accept, all Solid Waste delivered to it by, or on behalf of, City for the term of this Agreement plus any extensions thereto.

#### **4.10 Disposal Capacity Guarantee**

Company shall provide City with guaranteed Disposal capacity for all of the Solid Waste Collected for the Term of this Agreement.

#### **4.11 Commingling of Collection Routes**

Company shall not commingle City Refuse Collection routes with other city or county routes. If this is not feasible, upon approval by the City, Company may commingle routes, but must submit to City a detailed monthly report setting forth the breakdown of tonnage Collected from the commingled routes within thirty (30) days after the end of each month. Company shall have the methodology used to segregate the loads between jurisdictions approved in advance by the City.

#### **4.12 Route Audit**

Once during the first year or at City request (but not more than once every three years), Company shall conduct an audit of its Collection routes in the City. City may use information from the audit to develop a request for proposals for a new service provider. City may instruct Company when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses. City may also instruct Company to conduct an audit at a time that would produce the most accurate Customer service information for a new service provider to use in establishing service with Customers. In setting these audit dates, City will establish due dates for Company providing routing and account information, and later, the report, to City.

The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver of each Customer in City. This Person(s) is to be approved in advance by City. The route audit information shall include, as a minimum, the following information for each account:

For Cart Customers:

- Route Number;
- Truck Number;
- Number and size of Carts by waste stream (Refuse, Recycling, Organic Materials)
- Cart condition;

For Bin and Roll-off Customers:

- Route Number;
- Truck Number;
- Account Name;
- Account Number;
- Account Service Address;
- Account Type (Residential, Commercial, Roll-off);
- Service Level per Company Billing system (Quantity, Size, Frequency, Waste Stream);
- Observed Containers (Quantity, Size, Frequency, Waste Stream).
- Container condition;
- Proper signage; and,
- Graffiti.

Within thirty (30) days after the completion of the route audit, Company shall submit to City a report summarizing the results of the audit. This summary shall include:

- Identification of the routes;
- Route map;
- Truck numbers;
- Number of accounts, by route and in total (Residential, Commercial and Roll-off);
- Confirmation that all routes are dedicated exclusively to City Customers;
- Number and type of exceptions observed;
- Total monthly service charge (Residential, Commercial and Roll-off Box), pre-audit;

- Total monthly service charge (Residential, Commercial and Roll-off), post-audit (subsequent to corrections of identified exceptions); and,

The report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations.

The report shall also include a description of the changes and Company's plans to resolve the exceptions. The results of the audit, and supporting back-up data, shall be available for review by City or its representative.

#### **4.13 Service Exceptions; Hazardous Material Notifications**

**A. Failure to Collect.** When Solid Waste is not Collected from any Solid Waste service recipient, Company shall notify its service recipient in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

**B. Hazardous Material Inspection and Reporting.** Company reserves the right and has the duty under law to reject Solid Waste observed to be contaminated with Hazardous Material and the right not to Collect Hazardous Material put out with Solid Waste. Company shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of Hazardous Material, found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if Company observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Materials unlawfully Disposed of or released on any City property, including storm drains, streets or other public rights of way, Company will immediately notify the City Manager or the City Manager's designee. Company shall implement and maintain a training program that will assist its employees in identifying and properly disposing of any Hazardous Material that may come into their possession.

**C. Hazardous Material Diversion Records.** Company shall maintain records showing the types and quantities, if any, of Hazardous Material found in Solid Waste and which was inadvertently Collected from service recipients within the City, but Diverted from landfilling.

#### **4.14 Company/City Meetings**

Company and City will meet monthly, or as otherwise requested by City staff for the term of this Agreement, to discuss concerns and comments. City reserves the right to increase or reduce the number of Company/City Meetings at any time during the term of this Agreement.

**ARTICLE 5**  
**OTHER SERVICES**

**5.1 Services and Customer Billing**

**5.1.1 Service Description**

Company shall periodically, at least 30 days prior to the effective date of a rate change, prepare and distribute, subject to the direction of City, a notice to each Owner or occupant of property entitled or mandated to receive service under this Agreement a listing of Company's Collection rates, annual holiday schedule, and a general summary of services required to be provided hereunder and optional service which may be furnished by Company. Such notice shall be in a form subject to City's approval prior to its distribution and may be included with Billings made by Company. Company shall include in each Residential Billing the phone number for residents to call for Bulky Item pickups.

**5.1.2 Cart Billing**

In regard to the Billing of Customers and the collection of those bills:

Company shall perform the Billing and processing of payments for all Customers receiving Cart service within the City's boundaries on a quarterly basis no sooner than the first day of the service period to be billed for. City shall not be responsible for or participate in the collection of charges for these services. All bills must carry a due date, not "due upon receipt," and shall be due no earlier than the forty-fifth (45th) day of the period to be billed for. Non-payment will be handled in accordance with Section 5.1.6.

**5.1.3 Senior Discount [to be updated based on awarded proposal]**

Seniors 65 years of age and older whom are considered head of household receiving Cart Service shall receive a \_\_\_% discount on Cart rates in accordance with the approved Rate Schedule.

**5.1.4 Bin, Roll-off and Temporary Services Billing**

Company shall bill for Bin, Roll-off Box and temporary services and other special charges as permitted in Exhibit 2. Company shall bill monthly, no sooner than the first

day of service and require payment no sooner than 30 days from the start of the service period Billed for.

For Cart Customers or Customers without an account with Company who request temporary Roll-off Box or temporary Bin service, Company will accept major credit cards for payment. Individually serviced Customers who do not use credit cards may be required by the Company to post a security deposit or to pay on a "Cash on Delivery" (C.O.D.) basis. Any unused portion of a security deposit will be refunded to the Customer within five business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of the termination of service.

Customers sharing a Bin may request to be Billed separately for their share of service, based upon the number of businesses sharing the Bin, or as otherwise divided and agreed to among such Customers.

Bills must be itemized by Container size, frequency of service, and period billed for.

#### **5.1.5 Review of Billings**

Company shall review its Billings to Customers under Sections 5.1.2 and 5.1.4. The purpose of the review is to determine that the amount which Company is Billing each Customer is correct in terms of the level of service being provided to such Customer by Company. Company shall review Customer accounts annually, and submit to City a written report of that review annually on the anniversary of the Effective Day of this Agreement.

#### **5.1.6 Suspension of Service Due to Non-Payment**

Once a payment is 30 days past due (at least 75 days after the beginning of the service period Billed for, for Cart Customers, and at least 60 days after the beginning of the service period billed for, for Bin Customers), Company shall send a notice to both the service address and the billing address that service will be suspended if payment is not made within an additional 30 days (at least 105 days after the beginning of the service period Billed for, for Cart Customers, and at least 90 days after the beginning of the service period billed for, for Bin Customers). Service may only be suspended after these minimum time periods and notice. City will not be responsible for or assist with the collection of delinquent accounts. Company may assess late fees as follows: 1.5% per month on outstanding past due balances with such finance charge beginning to accrue



90 days from the date of invoice for Residential services and 60 days from the date of invoice for Commercial services, and may charge a re-start fee in accordance with the approved Rate schedule for re-establishing service that was discontinued due to non-payment.

## **5.2 Customer Service**

### **5.2.1 Local Office**

Company shall maintain a local office. Office hours shall be, at a minimum, from 8:00 A.M. to 5:00 P.M., Monday through Friday, exclusive of holidays. A responsible and qualified representative of Company shall be available during office hours for communication with the public at the local office. Normal office hour telephone numbers shall be a toll free call. Company's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Company shall also maintain a toll free telephone number for use during other than normal business hours. Company shall have a representative, answering or message providing/receiving (voice-mail) service available at said after-hours telephone number. After-hour calls shall be responded to on the next business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1).

### **5.2.2 Complaint Documentation**

All service complaints shall be directed to Company. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months and shall be available to City at all times upon request.

Company shall log all complaints received by telephone and said log shall include the date and time the complaint was received, name, address and telephone number of caller, description of complaint, employee recording complaint and the action taken by Company to respond to and remedy complaint. Missed pickups shall be included in this log.

All Customer complaints and inquiries shall be date-stamped when received and shall be initially responded to within one (1) business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of receipt. Company shall log action taken by Company to respond to and remedy the complaint.

All Customer service records and logs kept by Company shall be available to City upon request and at no cost to City. City shall, at any time during regular Company business hours, have access to Company's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints.

### **5.2.3 Resolution of Customer Complaints**

Disputes between Company and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City. The City's decision shall be final and binding. Company shall reimburse the City's legal and consultant costs for each City intervention in a dispute between Company and a Customer if the City reasonably deems intervention is required and the Customer's dispute is valid.

Should Company and Customers not be able to establish a mutually acceptable fee to be charged for special hauling services, the matter shall also be determined by the City, and the City's decision shall be final.

Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Company. Nothing in this section is intended to affect the remedies of third parties against Company. To the extent that remedies are warranted through this Agreement, this section shall apply.

### **5.2.4 Project Manager**

The City and the Company have each designated in writing a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Project Manager"). The City's Project Manager initially shall be the Director of Public Works or such person designated by the City Manager. The City may designate a successor or substitute Project Manager at any time by written notice to Company. Company's Project Manager shall be [REDACTED]. Company shall not change this designation without prior approval of the City, excluding cases of termination of the employee. City may request that Company change Project Manager, and shall have the right to approve the Project Manager. The Company's Project Manager shall meet with the City as necessary to effectuate the purposes of the Agreement.

### **5.2.5 Route Supervisor**

Company shall designate in writing a route supervisor that shall be assigned exclusively to the City, and who shall be responsible for working with City's Project Manager to resolve Customer service related complaints. Route supervisor shall be accessible via cell phone or radio in the field at all times. City shall be notified in advance of any change in Route Supervisor and shall have the right of approval. City may request that Company change Route Supervisor.

### **5.2.6 Customer Service Representative for Transition**

Company shall station a Customer service representative at the City's Public Works office for a three month period beginning one week prior to the roll-out of new services under this Agreement. City shall supply a desk and access to City telephone service. Customer service representative shall remain an employee of Company and Company shall provide such employee with access from the City's Public Works office to Company's Customer service system, and radio or mobile phone access to Company's Project Manager and Route Supervisor (see Sections 5.2.4 and 5.2.5).

## **5.3 Education and Public Awareness**

### **5.3.1 General**

Company acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve AB 939 requirements. Accordingly, Company agrees to take direction from City to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

Company shall maintain its own program of providing information relevant to Billing and Solid Waste services, issues and needs with its bills. All public education materials shall be approved in advance by City.

City may request Company to perform mailing services and if so able, provide not less than thirty (30) days notice to Company prior to the mailing date of any proposed mailing to permit Company to make appropriate arrangements for inclusion of City's materials. City will provide Company the mailers at least fifteen (15) days prior to the mailing date. City shall normally bear the expense of reproduction and distribution of

such additional information only to the extent it is clearly in excess of Company's normal Billing costs. Notwithstanding, Company shall bear all costs incurred for copying and mailing of Proposition 218 notices per Section 6.4.1.1 of this Agreement

### **5.3.2 Implementation Plan and On-going Education Requirements**

#### **5.3.2.1 Implementation Plan**

a) *Basic Plan and Schedule.* No later than ninety (90) days prior to the initiation of services under this Agreement, Company shall provide City a written implementation plan for the transition of services required by this Agreement from the former Solid Waste enterprise to Company, which plan shall be in a form reasonably acceptable to City ("Implementation Plan"). The Implementation Plan shall detail the activities necessary for a smooth and seamless transition from City's current waste hauler to Company. The Implementation Plan shall also set forth the schedule for each of the activities listed in the Implementation Plan ("Implementation Schedule"). At a minimum, the Implementation Plan shall include all of the tasks listed in the Implementation Schedule that was included in Company's Proposal. In addition, the Implementation Plan shall include any other task that City reasonably requests. A copy of the Implementation Schedule that was included in Company's Proposal is attached to this Agreement as Exhibit 1.

b) *Evolution of Implementation Plan.* The City and Company anticipate that the Implementation Plan and Implementation Schedule may change prior to the service start date. As a result, the City and Company shall meet on a regular basis to discuss the Implementation Plan, Implementation Schedule, cooperation of the predecessor City-franchised waste haulers, and any other item reasonably requested by either the City or Company.

c) *Shortfalls During Implementation Period, Remedial Action.* City shall use reasonable business efforts to cooperate with Company in reaching the milestones set forth in the Implementation Plan. Notwithstanding the above, Company shall be solely responsible for implementing and reaching, the milestones set forth in the Implementation Plan and handling Customer complaints. Company shall have sufficient Solid Waste handling resources (i.e., vehicles, personnel and Containers) prior to the service start date, and shall use reasonable business efforts to ensure that the transition from the current waste haulers is efficient, clean and accordant with the service standards set forth in this

Agreement. In the event Company is unable to meet these service standards during this transition, Company shall at its sole cost have on stand-by another Solid Waste Collection contractor, which while operating as a subcontractor to Company, will assist Company in resolving any service shortfalls. Under no circumstances shall City be responsible for the resolution of Customer disputes relating to the Implementation Plan, except to the extent such disputes are directly attributable to City's active negligence or gross misconduct. Nothing herein waives or limits the City's rights and remedies to abate nuisance conditions or service shortfalls during the Implementation Plan period.

### **5.3.2.2 Ongoing Education Requirements**

Company will provide a minimum of the following public education items to be developed at Company's expense and distributed as indicated below:

- **Initial Mailing** - Company will prepare and mail an initial mailing to Customers explaining the transition from the existing program to the new program. The mailing will describe program changes, route changes, dates of program implementation, and other necessary information.
- **Workshops** - Company will conduct a minimum of three public workshops describing program changes, route changes, dates of program implementation, and other necessary information. Company will display new Containers to be distributed.
- **Instructional Packet Accompanying Company-Provided Containers** - An information packet shall be attached to each set of Carts distributed to a Customer. Packet should describe available services, including how to place Carts for Collection, which materials should be placed in each Cart, Collection holidays, and a Customer service phone number.
- **Cart Instruction Markings** - Company will place stickers on, or hot stamp, Recyclable Materials and Organic Materials Carts to demonstrate to Customers which materials are and are not acceptable for placement in each Cart. Stickers shall be replaced when materials change or as labels become worn. Markings shall be written in both English and Spanish. Additionally, all Carts shall be labeled in accordance with CalRecycle requirements under SB 1383 throughout the term of this Agreement.

- **How-To Brochure** - Company will prepare and distribute a brochure packet to new Customers when they start service. Packet will contain updated information on how to use the Company-provided Containers, when, where and how to place Solid Waste for Collection, and who to contact with service or Billing questions.
- **Annual Brochures/Mailings** - Not less than once per year during each Rate Year, Company shall prepare and distribute to each Customer a mailing to update Customers regarding program basics, program changes, holiday schedules and other service related information. Separate brochures shall be developed for Residential and Commercial Customers, reflecting the different services provided to each group. Mailings should promote and explain: all Solid Waste programs offered by City and Company (such as Recycling, Organic Materials, Holiday Tree and Bulky Item Collections) describe in detail; the environmental, regulatory, and other benefits of participating in Recycling; how to properly dispose of Household Hazardous Material such as syringes, paint, etc.; Collection schedules, including holiday schedules; Customers service numbers; and the procedures to begin and terminate services. This brochure shall be at least two (2) pages, and printed in full color. Company is responsible for all associated costs.
- **Semi-Annual Newsletter** - Not less than twice per year during each Rate Year, Company shall be responsible for all costs incurred for the production and mailing of the City's semi-annual newsletter. The City reserves the right to direct the production of the Semi-Annual Newsletter to a contractor of the City's choosing. The Company shall be required to coordinate distribution via U.S. Mail of the Semi-Annual Newsletter with a local mailing house, including furnishing Single-Family and Multi-Family Cart and Bin Customer mailing addresses.
- **Corrective Action Notice** - For use in instances where the Customer sets out inappropriate materials.
- **Company Representative** - Company shall provide a representative able to visit civic groups, school assemblies, and homeowners' associations, to promote and explain the Recycling programs, and participate in demonstrations, and civic events.
- **Web Site Page** - Company shall dedicate one page of a Company web site to City services, including, at a minimum, listing contact names and numbers for Customer

Service and information on Bulky Item Collection. The Company shall assist the City in establishing a link to this web page from the City's web site.

- **Recycling Curriculum** – Company will provide a Recycling education curriculum for use in classroom visits and workshops, developing materials such as posters, coloring books, puzzles and quizzes.

All brochures, mailings, and other educational materials are to be approved by the City in advance of distribution, and shall bear the City seal, unless otherwise approved by the City.

### **5.3.3 Community Events**

At the direction of City, Company shall participate in and promote Recycling and other Diversion techniques at a minimum of four (4) community events. Such participation would normally include providing, without cost, Collection and educational and publicity information promoting the goals of City's Solid Waste program. The City reserves the right to modify the required events and Company's participation requirements.

Company shall assist City in participating in the County-wide Hazardous Material program presently managed by the Los Angeles County Department of Public Works (LADPW). Company shall further assist City in its participation in the County-wide Household Hazardous Waste program by assisting the City and the LADPW in the location of appropriate Collection sites, and in the distribution of flyers, and furnishing information to service groups and encouraging such groups to disseminate information about pending Household Hazardous Waste programs in the vicinity of the City. Company shall comply with all reasonable requests of the City and the LADPW that concern or relate to any sponsored Household Hazardous Waste program conducted in the vicinity of the City.

### **5.3.4 Collaborative Sustainability Branding**

Company will work directly with City and community based organizations to support branding efforts to highlight and promote all community sustainability events, such as the Annual Cleanup Event, Compost Event, Document Shredding Event, Green Business Certification, LADPW Household Hazardous Waste Events, and major City events.

### **5.3.5 News Media Relations**

Company shall notify the City's Project Manager by email or telephone of all requests for news media interviews related to Collection Services hereunder within twenty-four (24) hours of Company's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Company will discuss Company's proposed response with the City's Project Manager.

A. Copies of draft news releases or proposed trade journal articles shall be submitted to City for prior review and approval at least five (5) working days in advance of release, except where Company is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Company shall submit such materials to City simultaneously with Company's submittal to such regulatory agency.

B. Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) days after publication.

### **5.4 Waste Generation/Characterization Studies**

Company acknowledges that City must perform Solid Waste generation and Disposal characterization studies periodically to comply with AB 939 requirements. Company agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed, to determine weights and volumes of Solid Waste and characterize Solid Waste generated, disposed, transformed, Diverted or otherwise handled/processed to satisfy AB 939 requirements.

### **5.5 Green Business Certification Program**

On or before January 2, 2020, Company must establish a recognition program for Commercial businesses in the City. The Green Business Program will be a voluntary program managed entirely by Company, and certification will include water and energy conservation, pollution prevention, and reduction of toxic substances in the workplace. Businesses certified will be honored by Company at a City Council Meeting.



## **ARTICLE 6 COMPANY COMPENSATION AND RATES**

### **6.1 General**

Company Compensation provided for in this Article shall be the full, entire and complete compensation due to Company pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, Disposal, Recycling, processing, transfer, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

Company will perform the responsibilities and duties described in this Agreement in consideration of the right to receive compensation for services rendered at maximum rates fixed by City from time-to-time. City shall have the right to structure those maximum rates as it deems appropriate so long as the revenues forecasted to be received by Company from charging rates not in excess of the maximum set forth herein can reasonably be expected to generate sufficient revenues to provide for Company Compensation as calculated in accordance with this Agreement.

### **6.2 Initial Rates**

The rates for the Rate Year ending December 31, 2020 shall not exceed those set forth in Exhibit 2 hereto, unless amended by a written amendment to this Agreement entered into by and between the City and the Company. Company has reviewed these maximum rates and agrees they are reasonably expected to generate sufficient revenues to provide adequate Company Compensation. Unless and until the maximum rates set forth on Exhibit 2 are adjusted, Company will provide the services required by this Agreement, charging no more than the maximum rates authorized by Exhibit 2, except as provided herein and in Section 6.3.

### **6.3 Schedule of Future Adjustments**

Subject to the limitations set forth in Proposition 218 and Government Code Section 53756, beginning with Rate Year 2 (January 1, 2021 to December 31, 2021) and for all subsequent Rate Years, Company or City may request an annual adjustment (increase or decrease) to the maximum rates shown in Exhibit 2. The Company shall submit its request in writing, to be received by City in person or via certified mail, by October 1 of

the same year based on the method of adjustment described in Section 6.4. Failure to submit a written request by October 1, shall result in Company waiving the right to request such an increase for the subsequent year. If in any year, the Company does not request the annual adjustment, and the adjustment would have been a decrease, the next year's adjustment will be offset to the extent of the waived decrease or the City may choose to notify the Company that it will implement the decrease.

## **6.4 Method of Adjustments**

### **6.4.1 General**

Pursuant to Section 6.3, Company may request an annual adjustment to the Total Rate according to the formula shown in Exhibit 3, subject to review and approval of the City and the terms and conditions of Proposition 218 and Government Code Section 53756. All future adjustments to be effective January 1 shall be based on the rates described in the Company's Proposal.

#### **6.4.1.1 Compliance with Proposition 218**

To the extent applicable, adjustments and/or increases to the maximum rates, including annual requests under Section 6.3, extraordinary request under Section 6.5 and any other request for rate increases, are strictly subject to the assent of the City and compliance with Proposition 218 and Government Code Section 53756. The City intends to comply with all Applicable Laws, (including without limitation Proposition 218 to the extent the City maintains the position that Proposition 218 is applicable to the services provided under this Agreement), concerning the setting of adjustments to the maximum rates under this Agreement.

In the event of a rate adjustment, Company is required to mail Proposition 218 notices to all Customers. Company is responsible for all costs incurred for copying and mailing of notices.

#### **6.4.1.2 Indemnification**

Company shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses

(including attorneys' and expert witness fees, expenditures for investigations, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Company or any of the indemnitees resulting in any form from the City's establishing maximum rates for service under this Agreement or in connection with the application of California Constitution Articles XIII C and Article XIII D to the imposition, payment or collection of rates and fees for services provided by Company under this Agreement. Notwithstanding the foregoing, this indemnity shall not extend to any portion of the rates that is not associated with Company's costs in providing service, such as governmental fees, Franchise Fees or charges, nor shall it apply to any loss arising directly from the negligence of City, its officers and employees. Nothing herein is intended to imply that California Constitution Articles XIII C or XIII D, apply to the setting of rates for the services provided under this Agreement, rather this Section is provided merely to allocate risk of loss between the Parties.

#### **6.4.1.3 No Waiver of City Council Discretion at Hearings**

With respect to all matters submitted to the City Council or other administrative decision-making body for hearing, this Agreement does not waive or limit the City's police powers (which police powers the parties acknowledge cannot be contractually waived) nor does anything in this Agreement waive or limit the exercise of discretion inherent to the City Council or other administrative decision-making body. However, the City will warrant that requests for rate adjustments will be heard and considered in the exercise of good faith on the part of the City. The City's decision on matters submitted to a public hearing will be made at or after the public hearing, not beforehand. While Company's failure to comply with the terms hereof could be a default leading to termination of this Agreement, in no case will City's failure to approve any items submitted to it for hearing (per Section 6.3 or otherwise) be a default hereunder, and, subject to the requirements of due process, City bears no liability to Company for any damages suffered by Company as a result of a hearing outcome.

#### **6.4.1.4 Proposition 218 Protest Contract Remedy**

If an annual rate adjustment requested in accordance with Section 6.3 is verified for accuracy by the City and not implemented solely as a result of a 50% protest in accordance with Proposition 218, Company may either: 1) accept that the rate will remain at the rates in effect prior to the requested rate increase, or 2) submit in writing

to the City its intent to terminate the Agreement. A request to terminate the Agreement under this section would require a two-year advance written notice and must be submitted within 90 days of the denial of the rate increase request as a result of the 50% protest. This right to terminate does not apply to rate adjustments requested under Section 6.5 or any other section of this Agreement, or for any other reason other than requests under Section 6.3.

#### **6.4.2 Rate Adjustment Calculation**

Subject to the conditions and limitation of Proposition 218 and Government Code Section 53756, the approved Company Compensation shall be based on the percentage change in the average annual published Consumer Price Index (“CPI”), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, as published by the United States Department of Labor, Bureau of Labor Statistics, between the 12 months ended June prior to the Rate Year anniversary date, and the 12 months ended the prior June. For example, for the first rate increase effective January 1, 2021, the change in indices shall be measured as the percentage change from the average of the monthly indices for 12 months ending June 2019 to the average of the monthly indices for the 12 months ending June 2020. An example calculation is included in Exhibit 3B. If the index is discontinued, an alternative index must be approved by the City Manager.

If the rate adjustment calculation is calculated to be 0% or less, there shall be no changes to charges and rates during the Rate Year corresponding the rate adjustment calculation. In the case of a calculated rate decrease, the amount of such decrease shall be carried forward as an offset to future rate increases.

#### **6.5 Extraordinary Adjustments**

Subject to the conditions and limitations in Proposition 218 and Government Code Section 53756, Company or City may request an adjustment to maximum rates at reasonable times other than that allowed under Section 6.3 in the event of extraordinary changes in the cost of providing service under this Agreement. Such changes shall not include changes in Recyclable Materials and/or Organic Materials processing costs, changes in the market value of Recyclable Materials from the values assumed in Company’s Proposal, inaccurate estimates by the Company of its proposed cost of operations, unionization of Company’s work force, or change in wage rates or employee benefits. Company may request an extraordinary adjustment based on

changes in a direct per ton fee assessed at the Disposal Site by federal, State or local regulatory agencies after the Effective Date. Extraordinary rate adjustments shall only be effective after approval by City Council, may not be applied retroactively, and shall undergo a majority protest process under Proposition 218 if such adjustments increase rates above those currently in effect.

For each request for an adjustment to the maximum rates that Company may charge Customers brought pursuant to this section Company shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Company in preparing the estimate. Company shall also submit a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement.

Company shall provide to City a report of its annual revenues and expenses for the services provided in the City prepared by a Certified Public Accountant or a licensed public accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and Regulations of the State Board of Accountancy," as established by the California Code of Regulations, Title 16, Chapter I. Such Certified Public Accountant or licensed public accountant shall be entirely independent of the Company and shall have no financial interest whatsoever in the business of the Company. City shall have right to audit this information in connection with the City's review of Company's rate adjustment request. City shall review the Company's request and, in City's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The City's approval of an extraordinary rate adjustment request made in response to a change in the City of Lawndale's Municipal Code shall not be unreasonably withheld. City may consider increases or decreases in the Company's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. A rate adjustment request made in response to a new service requested by City will be determined in accordance with Section 2.11.

## ARTICLE 7

### REVIEW OF SERVICES AND PERFORMANCE

#### 7.1 Performance Hearing

City may hold a public hearing on or about the two-year anniversary of the start of this Agreement, and each 12 months thereafter, at which time Company shall be present and shall participate, to review the Solid Waste Collection, source reduction, processing and other Diversion services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, processing and Disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided with adequate quality, effectiveness and economy.

Forty-five (45) days after receiving notice from City of a Solid Waste Services and Performance Review Hearing, Company shall, at a minimum, submit a report to City indicating the following:

- a) Changes recommended and/or new services to improve City's ability to meet the Recycling/waste Diversion goals.
- b) Any specific plans and proposed costs for provision of changed or new services by Company.
- c) Results of the most recent route audit as described in Section 4.12.

The reports required by this Agreement regarding Customer complaints shall be used as one basis for review. Company may submit other relevant performance information and reports for consideration. City may request Company to submit specific information for the hearing. In addition, any Customer may submit comments or complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the Solid Waste Services and Performance Review Hearing shall include, but shall not be limited to, services provided, route audit results feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives

for meeting or exceeding AB 939's goals, regulatory constraints and Company performance. City and Company may each select additional topics for discussion at any Solid Waste Services and Performance Review Hearing.

Not later than sixty (60) days after the conclusion of each Solid Waste Services and Performance Review Hearing, City may issue a report. As a result of the review, City may require Company to provide expanded or new services within a reasonable time and for reasonable rates and compensation and City may direct or take corrective actions for any performance inadequacies.

## **7.2 Performance Satisfaction Survey**

Company will conduct a survey at Company's expense at request of City or in preparation for this hearing, but not more than once every two years. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by the Company. Survey will be distributed to a minimum of 10% of Residential Customers and 10% of Commercial Customers, selected at random. Company will prepare separate Residential and Commercial Customer surveys and will seek City approval of survey content and format prior to distribution and will incorporate City content, if City requests. Survey results must be made available to the City 30 days prior to hearing.

## **ARTICLE 8**

### **RECORDS, REPORTS AND INFORMATION REQUIREMENTS**

#### **8.1 General**

Company shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Company agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with Applicable Laws and regulation and to meet the reporting and Solid Waste program management needs of City. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of City, the records and reports to be maintained and provided by Company in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

#### **8.2 Records**

##### **8.2.1 General**

Company shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years, and shall continue to be available for five (5) years after the expiration of this Agreement. After minimum holding periods are met, Company will notify City 90 days before destroying records.

Company agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives during normal business hours. Account histories shall be accessible to the City by computer for a minimum of five (5) years. City may review or utilize any of the records described in this section for any purpose whatsoever.



### **8.2.2 Financial Records**

Financial records shall be maintained and expense and revenue information for City shall be segregated from other areas served by Company.

Where the allocation of expenses or revenues to various categories of Customers is required to develop equitable rates that reflect the cost of service, Company shall segregate such expenses and revenues.

Company shall maintain at least the following records:

- Audited financial statements for Company or, if a guarantee was provided, for the parent company guarantor as a whole;
- Financial statements (compiled, reviewed or audited) of revenue and expense for this Agreement segregated from the other operations of Company (including without limitation those operations of Company in City and surrounding jurisdictions which are not covered by this Agreement), including a description of segregation methodology; and,
- Complete descriptions of related party transactions (corporate and/or regional management fees, inter-company profits from transfer, processing or Disposal operations).

### **8.2.3 Solid Waste Records**

Records shall be maintained by Company for City relating to:

- Customer services and Billing;
- Tons Collected, processed, Diverted and disposed by waste stream (Refuse, Recycling, Organic Materials), by Customer type (Cart, Residential Bin, Commercial and Roll-off Box) and Facilities (Transfer Station, MRF, Organic Material Processing Facility, Transformation Facility or landfill) where such material was taken (Residential Bin versus Commercial Bin tonnage may be estimated based upon Container distribution or other method approved by City);
- Quantity of Recyclable Materials recovered by material type;
- Bulky Item results including tons disposed and Diverted;

- Annual cleanup event results, including tons disposed and Diverted;
- Routes;
- Facilities, equipment and personnel used;
- Facilities and equipment operations, maintenance and repair;
- Number of Refuse, Recycling and Organic Material Company-owned Containers in service;
- Complaints; and,
- Missed pickups.

Company shall maintain copies of said Billings and receipts, each in chronological order, for a period of five (5) years after the date of service for inspection by City upon request. Company may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner, are sufficient to verify accuracy of Franchise Fees owed to the City, and may be produced in a form and manner sufficient to establish the existence of Customer obligations in a court of competent jurisdiction.

#### **8.2.4 CERCLA Defense Records**

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), State Hazardous Substance Law, and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Company shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) and provide a copy or summary of the reports required in Section 8.3 for five (5) years after the term during which Collection services are to be provided pursuant to this Agreement, or to provide copies of such records to City. Company agrees to notify City's Risk Manager and City Attorney before destroying such records and to offer records to the City. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

### **8.2.5 Disposal Records**

Company shall maintain records of Disposal of all Solid Waste Collected in City for the period of this Agreement and all extensions to this Agreement or successor Agreements. In the event Company discontinues providing Solid Waste services to City, Company shall provide all records of Disposal or processing of all Solid Waste Collected in City within thirty (30) days of discontinuing service. Records shall be in chronological and organized form and readily and easily interpreted.

### **8.2.6 Other Programs' Records**

Records for other programs shall be tailored to specific needs. In general, they shall include:

- a) Plans, tasks, and milestones; and,
- b) Accomplishments in terms such as dates, activities conducted, quantities of products used, produced or distributed, and numbers of participants and responses.

### **8.2.7 Cost of Audit**

City may conduct an audit of Company at any time. The scope of the audit, and auditing party, will be determined by City and the scope may include, but is not limited to:

- Compliance with terms of this Agreement;
- Customer service levels and Billing;
- Fee payments;
- Receipts;
- Tonnage;
- Complaint log;
- Compliance with Mandatory Commercial Recycling, Mandatory Commercial Organics Recycling, and SB 1383; and,
- Verification of Diversion rate.

The first audit, to be performed during 2021, will be based on the Company's reports and records for calendar year 2020. Audits will be performed every other year thereafter (the biennial audit). Company will reimburse to the City the cost of such audits up to \$70,000 for the first audit, and \$45,000 for each subsequent biennial audit in 2020 dollars. The \$45,000 amount in subsequent years shall be increased annually by the change in CPI as defined in Section 1.21.

Should an audit by the City disclose that Franchise or other fees payable by the Company were underpaid by three percent (3%) or more, or that more than 2% of the Customers were inaccurately billed, for the period under review, Company shall pay for additional audit costs, if City determines it is necessary to expand the scope of the audit.

### **8.2.8 Payments and Refunds**

Should an audit by the City disclose that the Franchise Fees payable by the Company were underpaid or that Customers were overcharged for the period under review, Company shall pay to City any underpayment of Franchise Fees and/or refund to Company's Customers any overcharges within thirty (30) days following the date of the audit. Should an audit disclose that Franchise Fees were overpaid, City shall refund to Company the amount of the overpayment within the same time frame.

## **8.3 Reports**

### **8.3.1 Report Formats and Schedule**

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed, at no additional charge. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- a) Determine and set rates and evaluate the efficiency of operations;
- b) Evaluate past and expected progress towards significantly exceeding AB 939 goals and objectives;
- c) Determine needs for adjustment to programs; and,
- d) Evaluate Customer service and complaints.

Company may propose report formats that are responsive to the objectives and audiences for each report. The format of each report requires approval by City. The Company agrees to submit all reports on computer discs or by electronic means in a format compatible with City's software/computers at no additional charge, if requested by City. Company will provide a certification statement, under penalty of perjury, by an authorized Company official, that the report being submitted is true and correct.

Monthly reports shall be submitted within 20 calendar days after the end of each month. Quarterly reports shall be submitted within 20 calendar days after the end of the calendar quarter. If requested, Company's complaint summary, shall be sent to the Project Manager within five days of request. Annual reports shall be submitted before January 31 following the reporting year.

All reports shall be submitted electronically to City, as directed, and to:

City Manager (or designated representative)  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260

### **8.3.2 Monthly Reports**

The information listed shall be the minimum reported:

- a) Solid Waste Collected by Company for each month, sorted by type of solid Waste (Refuse, Recyclable Materials and Organic Materials) and type of Customer (Residential, Multi-Family, Commercial or Roll-off) in tons, and the facilities where the tons were processed or disposed. Bulky Waste items shall be separately reported.
- b) Materials Recovered. Statement showing kinds of material and quantity sold (in tons).
- c) Warning notices issued for contaminated Recyclable Materials and Organic Materials Containers.
- d) Commercial tons processed and recovered through Commercial Mixed Waste Processing.
- e) HHW Collected.

### 8.3.3 Quarterly Reports

The quarterly report should contain at a minimum the information required in the monthly report and the following:

- a) Copies of promotional and public education materials sent during the quarter.
- b) Commercial Recycling site visits summary, including the name and address of Customer, the date of the visit and the contact name and phone number, demonstrating that the required visits have been made, and reason provided for not establishing a Recycling program, in accordance with Section 4.2.2.1.
- c) List of Customers are required to participate in an Organic Material Recycling program per Public Resources Code Section 42649.81.
- d) List of Commercial and Multi-Family Customers that do and do not participate in an Organic Materials program, whether the Organic Materials program is provided by Company or another party, and whether the program is for Food Waste or Green Waste (such as a landscaper that composts or otherwise Diverts Organic Materials).
- e) Commercial and Multi-Family Customers participating in food recovery programs.
- f) Commercial and Multi-Family Customers using third-party Recycling.
- g) Additional information that may be requested by CalRecycle or City related to Recycling and Organic Materials programs.
- h) Other information or reports that City may reasonably request or require.

### 8.3.4 Annual Report

The Annual Report is to be essentially in the form and content of the monthly and quarterly reports combined, but shall also include:

- a) A complete inventory of equipment used to provide all services (such as vehicles and Containers by size and waste stream type Container is used for).
- b) Results of route audits.
- c) Number of routes and route hours per day by type of service.
- d) General information about Company, including a list of officers and members of its board of directors, most recent annual report and other periodic public

financial reports of Company and its subsidiaries and Affiliates, and of other entities that may perform services under this Agreement, as City may request.

- e) Copy of Hazardous Materials Diversion records showing types and quantities, if any, of Hazardous Materials that were inadvertently Collected, but Diverted from landfilling.
- f) Copies of all public education and outreach distributed during the reporting year including the date of distribution.
- g) A narrative summary of all City-sponsored, civic, and school events attended.

### **8.3.5 Financial Report**

The City may, at City's option, request the Company's audited financial reports/statements (or parent company, if parent company submits Corporate Guaranty of Performance), and Company's internally prepared supplemental statement of income and expenses related specifically to City of Lawndale operations, for the most recently completed fiscal year in connection with any extraordinary rate adjustment request, Billing audit, Franchise Fee audit, or verification of other information required under this Agreement. Such audit may request review or copying of financial statements maintained by Company, which may include, without limitation, comparative balance sheets, comparative operating statements, statements of changes in investments in property and equipment, statements of source and application of funds, and a statement of any changes in Company's equity, in which shall be set forth the names of principal officers and stockholders of the corporation, income statements for local hauling operations, profit/loss statements for local hauling operations, any other documents that may reasonably be requested by a certified public accountant.

The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and audited, in accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as determined by the State of California Department of Consumer Affairs Board of Accountancy. The cost for preparation of the financial statements and audit shall be borne by Company as a direct cost of service. In addition, Company shall provide to City the supplemental schedule on a compiled basis showing Company's results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement, separated from others included in such financial statements.

At City's request, Company shall provide City with copies of working papers or other documentation deemed relevant by City relating to information shown in the disclosure letter. The disclosure letter shall be provided to City.

#### **8.4 Reporting Adverse Information**

Company shall provide City two copies (one to the City Manager, one to the City Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Company's performance of services pursuant to this Agreement, submitted by Company to, or received by Company from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, State or local agency, including any federal or State court. Copies shall be submitted to City simultaneously with Company's filing or submission of such matters with said agencies. Company's routine correspondence to said agencies need not be routinely submitted to City, but shall be made available to City promptly upon City's written request.

#### **8.5 Right to Inspect Records**

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Company or its related party entities that City shall deem, in its sole discretion, necessary to evaluate annual reports, compensation applications provided for in this Agreement and Company's performance provided for in this Agreement. Company shall make all records and documents to be reviewed and inspected by the City as a part of any audit or other record review conducted by the City, available for the City's review, inspection and copying within five business days (excluding Saturday, Sunday and holidays included in Section 4.5.1) of receiving written notice from the City requesting the same.

#### **8.6 Failure to Report**

The refusal or failure of Company to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Company in such report shall be deemed a material breach of the Agreement as described in Section 11.1 and shall subject Company to all remedies which are available to the City under the Agreement or otherwise.



**8.7 Public Records.**

All reports made to the City pursuant to this Agreement shall be deemed public records for purposes of the City's use, any litigation, and public records requests made pursuant to the California Public Records Act (Statutes of 1968, Chapter 1473; currently codified as California Government Code §§ 6250 through 6276.48).

## ARTICLE 9

### INDEMNIFICATION, INSURANCE AND BOND

#### 9.1 Indemnification

Without regard to the limits of any insurance coverage, Company agrees to indemnify, defend with counsel appointed by the City, protect and hold harmless the City, its representatives, officers, boards, agents and employees against any and all fines, response costs, assessments, actions, suits (in law or equity), injunctive relief, claims, damages to Persons or property, losses, costs penalties, obligations, errors, omissions or liabilities of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) ("claims or liabilities") that may be asserted or claimed by any Person, firm or entity arising out of or in connection with (i) violations of the California or U.S. Constitution, AB 939 and related Solid Waste Handling laws, any laws related to Hazardous Materials, and any other federal, State or local statutes or regulations, or municipal ordinances, which arise from or challenge any validity of, or relate to the award and implementation of, this Agreement; (ii) the negligent performance of, or failure to perform, the work or services of Company, its agents, employees, subcontractors, or invitees, provided for in this Agreement; (iii) the negligent acts or omissions of Company hereunder, or arising from Company's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence, on the part of the City, its representatives, officers, agents or employees, and (iv) the acts of Company, its officers, employees, agents, Companies and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the City's negligence, but shall not extend to such claims or liabilities arising from the sole negligence or willful misconduct of the City, its representatives, officers, agents or employees, who are directly responsible to the City, and in connection therewith:

**A.** Company will defend any action or actions filed in connection with any of said claim or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

B. Company will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work or services of Company hereunder; and Company agrees to save and hold the City, its officers, agents and employees harmless therefrom;

C. In the event the City, its officers, agents or employees is made a party to any action or proceeding for claims or liabilities arising out of or in connection with the issues identified in this Section 9.1, Company agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Company's obligations hereunder shall survive the termination or expiration of this Agreement.

**THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

## **9.2 Hazardous Material Indemnification**

A. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Company specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold Indemnitees harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Company that:

1. results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any

Hazardous Contaminant (as defined herein); or

2. relates to material Collected, transported, recycled, processed, treated or disposed of by Company.

B. Company's obligations pursuant to this section shall apply, without limitation, to:

1. any Claims brought pursuant to or based on the provisions of any Environmental Law;
2. any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of Company of any Facility;
3. any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, Disposal, processing or use of any materials recovered by Company;
4. any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

C. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Company or any Affiliate of Company.

D. For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Material any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to any referenced statutory or regulatory provisions made before or after the date of execution of this Agreement.

**E. THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

### **9.3 AB 939 Indemnification and Guarantee**

Company unconditionally guarantees compliance with the requirements AB 939 as amended from time to time. Company shall carry out its obligations under this Agreement so that the City will meet or exceed the Diversion requirements set forth in AB 939, and all amendments thereto more fully set forth below. City and Company shall reasonably assist each other to meet the City's AB 939 Diversion requirements. In carrying out the provisions of this Section, Company agrees to perform the following obligations at its cost and expense:

**A.** Defend, with counsel approved by City, indemnify and hold harmless the City against all fines and/or penalties imposed by the CalRecycle, if Company fails or refuses to provide information relating to its operations which is required under this Agreement and such failure or refusal prevents or delays City from submitting reports required by AB 939 in a timely manner;

**B.** Assist City in preparing for, and participating in, the CalRecycle's biannual review of the City's source reduction and Recycling element pursuant to Public Resources Code Section 41825;

**C.** Assist City in responding to inquiries from the CalRecycle in applying for an extension under Public Resources Code Section 41820, if so directed by City; in conducting any hearing conducted by the CalRecycle relating to AB 939; or in any other investigative or enforcement manner undertaken by any agency;

**D.** Defend, with counsel acceptable to City, and indemnify and hold harmless the City against any fines or penalties levied against it for violation of AB 939's Diversion requirements, provided that Company's obligation to indemnify City shall be subject to the limitations set forth in Public Resources Code Section 40059.1(c) as may be amended from time to time;

**E.** In cooperating with the City, should it seek to become its own enforcement agency, to the extent it may be permitted under State law.

### **9.4 Insurance**

City does not, and shall not, waive any rights against Company which it may have by reason of the aforesaid defense and hold harmless agreements, because of acceptance by

City or the deposit with City by Company of the insurance policies described in this provision.

**A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).
2. The most recent editions of Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

**B. Minimum Limits of Insurance.** Company shall maintain in force for the term of this Agreement limits no less than:

1. Comprehensive General Liability: Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, Personal injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.
2. Automobile Liability: Five Million Dollars (\$5,000,000) combined single limit per accident for bodily injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

**C. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by City, which approval shall not be unreasonably withheld. If, in the reasonable opinion of City, Company does not have sufficient financial resources to protect City from exposure with respect to any deductibles or self-insured retentions, at the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects City, its officials, employees and agents; or Company shall procure a bond guaranteeing

payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a) City, its elective and appointive boards, commissions, officials, employees, agents and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Company; Premises owned, leased or used by Company; or vehicles owned, leased, hired or borrowed by Company. The coverage shall contain no special limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, agents or volunteers.
  - b) Company's insurance coverage shall be primary insurance as respects City, its elective and appointive boards, commissions, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards, commissions, employees, agents or volunteers shall be excess of Company's insurance and shall not contribute with it.
  - c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, elective and appointive boards, commissions, employees, agents or volunteers.
  - d) Coverage shall state that Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive all rights of subrogation against City, its officials, elective and appointive boards, commissions, employees, agents and volunteers for losses arising from work performed by Company for City.

3. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

**E. Scope of Coverage.** All of the above policies of insurance shall be primary insurance and shall name the City, its electives and appointive boards, commissioners, officials, officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its electives and appointive boards, commissioners, officials, officers, employees, agents, and their respective insurers. In the event any of said policies of insurance are cancelled, Company shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 9.4 to the City.

**F. Acceptability of Insurers.** The insurance policies required by this section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

**G. Verification of Coverage.** Simultaneously with the execution of this Agreement, Company shall furnish City with certificates of insurance evidencing the coverage required herein, in form and substance satisfactory to City. The certificates for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. No work under this Agreement shall commence until Company has provided City with the Certificate(s) of Insurance or appropriate insurance binder(s) evidencing the required insurance coverage and said Certificate(s) of Insurance or binder(s) are approved by the City, which appraisal shall not be unreasonably withheld. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements. If City requests, copies of each policy, together with all endorsements, shall also be promptly delivered to City throughout the term of the Agreement.

**H. Companies and Subcontractors.** Company shall include all Companies and Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Company and Subcontractor. All coverages for Companies and Subcontractors shall be subject to all of the requirements stated herein.



**I. Required Cancellation Notices:**

1. The certificate of insurance for the Workers' Compensation policy shall contain an endorsement in substantially the following form:

"Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to City in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260

2. The certificate of insurance for the Public Liability policy shall contain endorsements in substantially the following form:

- a) "Thirty (30) days prior written notice shall be given to City in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260

- b) "City, its officers, elective and appointive boards, commissions, employees, and agents are additional insureds on this policy."
- c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."
- d) "Inclusion of City as an insured shall not affect City's rights as respects any claim, demand, suit or judgment brought or recovered against Company. This policy shall protect Company and City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase Company's liability as set forth in the policy beyond the amount shown or to which Company

would have been liable if only one party had been named as an insured."

Renewal certificates will be furnished periodically to City to demonstrate maintenance of the required coverage throughout the Term.

#### **J. Other Insurance Requirements**

1. In the event any services are delegated to a Company or Subcontractor, Company shall require such Company or Subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the Company or Subcontractor's employees engaged in the work in accordance with this Section 9.4. The liability insurance required by this Section 9.4 shall cover all Company or Subcontractors or the Company or Subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 9.4.
2. Company shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Company from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third Person against Company or any Company or Subcontractor on account of any occurrence related to this Agreement, Company shall promptly report the facts in writing to the insurance carrier and to City.

If Company fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Company's expense, such insurance as it may deem proper and deduct the cost thereof from any moneys due Company.

#### **9.5 Faithful Performance Bond**

Concurrently with execution of this Agreement, Company shall deliver to City a performance bond in the sum of the amount of Two Hundred and Fifty Thousand Dollars (\$250,000), similar to the form provided in Exhibit 5, which secures the faithful performance of this Agreement, including, without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement, unless such requirement is waived by the City Manager. The bond shall contain the original

notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force (through annual renewals) until released in accordance with Section 9.9.

#### **9.6 Faithful Performance Letter of Credit**

In addition to a faithful performance bond as noted in Section 9.5 above, Company shall furnish an irrevocable letter of credit in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000), from a financial institution acceptable to the City and in a form acceptable to the City Attorney as security for the performance of this Agreement (the "LOC"). The LOC shall be the sole responsibility of Company, and shall remain in force until released in accordance with Section 9.9.

#### **9.7 Forfeiture of Performance Bond**

In the event Company shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the performance bond which is necessary to recompense and make whole the City, forfeited to the City. Upon partial or full forfeiture of the performance bond, Company shall restore the performance bond to its face amount within 30 days of the City's declaration. Failure to restore the performance bond to its full amount within 30 days shall be a material breach of the Agreement.

#### **9.8 Forfeiture of Letter Of Credit**

Thirty (30) days following City providing Company with written notice of its failure to pay City any amount owing under this Agreement, City may draw upon the LOC for purposes including, but not limited to:

- a. Payment of sums due under the terms of this Agreement which Company has failed to timely pay to City
- b. Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Company, including but not limited to the liquidated damages described in Section 11.4.

City may draw upon the entire LOC and convert it to a cash deposit if Company fails to cause the LOC to be extended or replaced with another satisfactory letter of credit no

later than 60 days prior to its expiration during the term hereof.

#### **9.9 Performance Security Beyond Service Term**

Some Agreement requirements extend beyond the Term of this Agreement and will not be substantiated until after the final service date. Therefore, the Company shall not terminate the performance bond or letter of credit, and will renew them to ensure continuous availability to the City, until receiving a written release from the City. City will provide such a release when City, in its reasonable judgment, is fully satisfied that all requirements have been met. However, permission from the City to discontinue holding these performance securities does not relieve Company of payments to the City that may be due, or may become due.

## ARTICLE 10

### CITY'S RIGHT TO PERFORM SERVICE

#### 10.1 General

In the event that Company, for any reason whatsoever, fails, refuses or is unable to Collect, Recycle, process, transport or dispose of any or all Solid Waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than two business days, excluding Saturday, Sunday and holidays listed in Section 4.5.1, and if, as a result thereof, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Company during the period of such emergency as determined by City, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Company; and/or (2) to take possession of any or all of Company's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, and to use such property to Collect and transport any Solid Waste generated within City which Company would otherwise be obligated to Collect, transport and properly dispose of or process pursuant to this Agreement.

Notice of Company's failure, refusal or neglect to Collect, transport and properly dispose of or process Solid Waste may be given orally by telephone to Company at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Company within one business day, excluding Saturday, Sunday and holidays listed in Section 4.5.1 of the oral notification.

Company further agrees that in such event:

**A.** It will take direction from City to affect the transfer of possession of equipment and property to City for City's use, or for use by any Person or entity designated by the City.

**B.** It will, if City so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

C. City may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, including, if City so desires, employees previously or then employed by Company, Company further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Company whose services are necessary or useful for Solid Waste Collection, transportation, processing and Disposal operations and for the Billing and Collection of fees for these services.

City agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

If the interruption or discontinuance in service is caused by any of the reasons listed in Section 11.5, City shall pay to Company the reasonable rental value of the equipment and facilities, possession of which is taken by City, for the period of City's possession, if any, which extends beyond the period of time for which Company has rendered bills in advance of service, for the class of service involved.

## **10.2 Temporary Possession of Company's Property**

If City suffers an interruption or discontinuance of service (including interruptions and discontinuance due to events described in Section 11.5), City may take possession of and use all of Company's property described above until other suitable arrangements can be made for the provision of Solid Waste Services which may include the grant of a Franchise to another waste hauling company.

## **10.3 Billing and Compensation to City During City's Possession**

During such time that City is providing Solid Waste services, as above provided, Company shall bill and Collect payment from all users of the above-mentioned services as described in Section 5.1. Company further agrees that, in such event, it shall reimburse City for any and all costs and expenses incurred by City beyond that billed and received by City in taking over possession of the above-mentioned equipment and property for Solid Waste service in such manner and to an extent as would otherwise be required of Company under the Terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Company of each statement listing such costs and expenses, but in no event later than five (5) working days from and after each such submission.

#### **10.4 City's Right to Relinquish Possession**

It is further mutually agreed that City may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Company and thereupon demand that Company resume the Solid Waste services as provided in this Agreement, whereupon Company shall be bound to resume the same.

#### **10.5 City's Possession Not A Taking**

Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this Article (1) does not constitute a taking of private property for which compensation must be paid, (2) will not create any liability on the part of City to Company, and (3) does not exempt Company from any of the indemnity and insurance provisions of this Agreement, which are meant to extend to circumstances arising under this Section provided that the Company is not required to indemnify the City against claims and damages arising from the sole negligence of the City, its elected and appointed boards, commissions, officers, employees and agents in the operation of Collection vehicles during the time the City has taken possession of such vehicles.

#### **10.6 Duration of City's Possession**

City's right pursuant to this Article to retain temporary possession of Company's facilities and equipment, and to render Collection services, shall terminate when City determines that such services can be resumed by Company, or when City no longer reasonably requires such property or equipment. In any case, City has no obligation to maintain possession of Company's property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Company.

## ARTICLE 11

### DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

#### 11.1 Events of Default

Company's breach of each and any provision of the Franchise or this Agreement may constitute a default hereunder to the extent Company's performance, services or obligations under this Agreement are materially and adversely impacted. Events of default by the Company include, but are not limited to, the following:

**A. Fraud or Deceit or Misrepresentation.** If the Company engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City.

**B. Insolvency or Bankruptcy.** If Company becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.

**C. Failure to Maintain Coverage.** If Company fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.

**D. Violations of Regulation.** If Company violates any orders or filings of any regulatory body having jurisdiction over Company relative to this Agreement, provided that Company may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred until a final decision adverse to the Company is entered.

**E. Suspension or Termination of Service.** If Company ceases to provide all or a portion of the Collection, processing or Recycling services, or any other Solid Waste Handling Services as required under this Agreement, if not excused pursuant to Section 11.5, for a period of two (2) consecutive days or more, for any reason within the control of Company.

**F. Failure to Pay.** If Company fails to make any payments required under this Agreement and/or refuses to provide City, within ten (10) days of the demand, with required information, reports, and/or records in a timely manner as provided for



in the Agreement.

**G. Failure to Cooperate with Audits.** Failure to complete, perform or cooperate with any audit as described by this Agreement.

**H. Failure to Submit Reports or Documentation.** Failure to complete or to provide required reports or documents to City as required by this Agreement.

**I. Acts or Omissions.**

A. Any act or omission by Company relative to the services provided under this Agreement which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, as it may be amended from time to time (AB 939), or any law, statute, ordinance, order, directive, rule, or regulation issued pursuant to AB 939 shall constitute a default by the Company. Any failure to correct or remedy any such violation within the time set in the written notice of the violation or, if Company cannot reasonably correct or remedy the breach within the time set forth in such notice, if Company 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 shall constitute a default by Company.

B. Any situation in which Company or any of its officers, directors or employees are found guilty of any crime related to the performance of this Agreement, or of any crime related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials shall constitute a default by Company. The term "found guilty" shall be deemed to include any judicial determination that Company or any of Company's officers, directors or employees is guilty as well as any admission of guilt by Company or any of Company's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge."

**J. False or Misleading Statements.** Any representation or disclosure made to City by Company in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this

Agreement.

**K. Attachment.** The seizure of, attachment of, or levy on, the operating equipment of Company, including, without limits, its equipment, maintenance or office facilities, or any part thereof.

**L. Failure to Provide Assurance of Performance.** If Company fails to provide reasonable assurances of performance as required under Section 11.7.

**M. Commingling of Recyclable Materials With Refuse/Landfilling of Recyclable Materials.** If Company negligently or willfully empties Containers of properly set out Recyclable Materials or Organic Materials into a Refuse load, or transports a load of Recyclable Materials or Organic Materials to a landfill or other location at which the material will not be Diverted from landfilling.

**N. Diversion Requirement.** If Company does not reach Diversion requirement of     % of all tonnage Collected by Company under this Agreement per Section 4.2.6 for two consecutive calendar years or fails to make reasonable efforts to assure that Recyclable Materials are transported, handled and processed at a suitable Facility, so as to maximize Diversion credits for the City.

Company shall have two business days, excluding Saturdays, Sundays and holiday included in Section 4.5.1, from the time it is given notification by City to cure any default arising under subsections E, F, G, H, K, L and M provided, however, that City shall not be obligated to provide Company with a notice and cure opportunity if the Company has committed the same or similar breach within a twenty-four (24) month period. It is expressly understood that Company is not entitled to receive notice of default, or to cure such default, with respect to those matters listed in subsections A, B, C, D, I, J and N above.

For other actions not listed above, or included in 11.2 below, City will provide Company with a written notice setting forth the nature of the breach or failure and the actions, if any, required by Company to cure such a breach or failure. Company shall be deemed in default where: (1) breach or failure can be cured but Company fails to cure within thirty (30) days.

## **11.2 Criminal Activity of Company**

Should the Company or any of its officers, directors or employees be found guilty of felonious conduct related to the performance of this Contract, or of felonious conduct related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials, the City reserves the right to unilaterally terminate this Contract or impose other such sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper. Such action shall be taken after Company has been given notice and opportunity to present evidence in mitigation. The term "found guilty" shall be deemed to include any judicial determination that Company or any of Company's officers, directors or employees is guilty and any admission of guilt by Company or any of Company's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge" entered as part of any plea bargain. If the Agreement is terminated pursuant to the above, such termination shall not occur if, within six months after City determines to terminate, the Company completes a transfer of its contract rights and obligations to an individual or entity acceptable to the City pursuant to this Agreement.

## **11.3 Notice, Hearing and Appeal of Company Breach.**

Upon a default by Company, City may, at its discretion, provide Company with a written notice of intent to terminate this Agreement that includes the following:

- a. A description of the evidence upon which the decision to terminate is based
- b. That Company has a right to a hearing prior to the City's termination of the Agreement

This hearing is to be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At this hearing Company shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at this hearing, the Council may, by adopted resolution, act as follows:

1. Decide to terminate this Agreement; or,

2. Determine that Company is innocent of a default and, accordingly, dismiss the Termination Notice of any charges of default; or,
3. Impose conditions on a finding of default and a time for cure, such that Company's fulfillment of said conditions will waive or cure any default.

This right of termination is in addition to any other rights of City upon a failure of Company to perform its obligations under this Agreement.

City's right to terminate this Agreement and to take possession of Company's Facility are not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which City may have, including without limitation the provision for Liquidated Damages in Section 11.4 below.

By virtue of the nature of this Agreement, the urgency of timely continuous and high-quality service, the time required to effect alternative service, and the rights granted by City to Company, the remedy of damages for a breach hereof by Company is inadequate and City shall be entitled in injunctive relief.

#### **11.4 Liquidated Damages**

**A. General.** City finds, and Company agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Company of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

**B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on Company's representations as to its quality of service commitment in entering this Agreement. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Company fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default under this Article 11, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Company  
Initial Here \_\_\_\_\_

City  
Initial Here \_\_\_\_\_

Company agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

1. Collection Reliability

- a) For each failure to commence service to a new Customer account within seven (7) days after order: \$100.00 per occurrence
- b) For each failure to Collect Solid Waste, which has been properly set out for Collection: \$100.00 per occurrence
- c) For each failure to correct and Collect a missed service within twenty-four (24) hours of notice of the missed service: \$100.00 per occurrence;

each additional twenty-four (24) hour period: \$50.00 per occurrence.

2. Collection Quality

- a) For failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright which exceeds ten (10) Containers annually: \$50.00 per Container
- b) For each occurrence of excessive noise or discourteous behavior: \$100.00 per occurrence
- c) For each occurrence of Collecting Solid Waste during unauthorized hours: \$100.00 per occurrence
- d) For each occurrence of damage to private property which exceeds five (5) such occurrences annually: \$100.00 per occurrence
- e) For each failure to clean up Solid Waste spilled from Solid Waste Containers within ninety (90) minutes: \$100.00 per occurrence

3. Customer Responsiveness

- a) For each failure to initially respond to a Customer complaint within one (1) business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1), and for each additional day in which the complaint is not addressed, which exceed five (5) annually: \$50.00 per day
- b) For each failure to process Customer complaints as required by Article 5, which exceed five (5) annually: \$50.00 per occurrence
- c) For each failure to record a response to a Customer complaint or request within twenty-four (24) hours of resolution: \$100.00 per occurrence;  
For each additional twenty-four (24) hour period: \$50.00 per occurrence
- d) For each failure to carry out responsibilities for establishing service to an individual resident: \$100.00 per occurrence
- e) For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request from City

or Customer: \$ 50.00 per day  
For each additional day problem not resolved: \$25.00 per day.

- f) For each failure to repair or replace a damaged or missing Container within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request from City or Customer: \$ 50.00 per day
- g) For each failure to process a claim for damages within thirty (30) days from the date submitted to Company: \$100.00 per occurrence
- h) For every Recycling Cart or Organic Materials Cart Collected as Refuse without issuing a Warning Notice per Section 4.2.3 which exceeds ten (10) Carts annually: \$50 per Cart
- i) For each failure to issue a Warning Notice to a Container or materials not Collected due to improper set out which exceeds ten (10) such occurrences annually: \$100 per day per occurrence

4. Remittance of City Fees

- a) For each failure to remit City fees by the twentieth (20) of the month following each calendar quarter: \$100 per day per occurrence

5. Timeliness of Submissions to City

Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

- a) Monthly Reports: \$50 per day
- b) Quarterly Reports: \$50 per day
- c) Annual Reports: \$100 per day

6. Accuracy of Billing

- a) Each Customer invoice that is not prepared in accordance with the City's approved rate schedule, in excess of ten (10) annually: \$25 per invoice not to exceed \$2,500 per Billing run

- b) For each instance or invoice in which Company imposes a special service fee not in accordance with the Approved Rate Schedule and not approved in advance in writing by City, or not requested by the Service Recipient which exceeds ten (10) such occurrences annually:

\$50 per occurrence

- c) Failure to provide a Customer with a response, including an explanation and/or correction, to a Billing complaint within seven (7) working days from the complaint:

\$100.00 per occurrence;

Each additional day response not provided: \$50.00

7. Public Education and Outreach

- a) For each day that the Public Education and Outreach requirements contained in Section 5.3 are not adhered to after written notice provided to Company and Company does not cure within 30 days: \$100/day

8. Cooperation with Service Provider Transition

- a) For each day routing information requested by City in accordance with Section 12.9 is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service : \$1,000/day
- b) For each day delivery of keys, access codes, remote controls, or other means of access to Solid Waste Containers is delayed beyond one (1) day prior to new service provider servicing Customers with access issues, as described in Section 12.9: \$1,000/day
- c) For delay in not meeting the requirements contained in Section 12.9 in a timely manner, in addition to the daily liquidated damages for breach under 8(a) and 8(b) above, liquidated damages of: \$20,000

9. Diversion Efforts

For each calendar year (January 1, 2020 to December 31, 2020 considered the first calendar year) in which Company fails to provide support to the City within



thirty (30) days of year-end, documenting that it Diverted at least \_\_\_% of the Solid Waste Company Collected under this Agreement per Section 4.2.6:

\$25 for each ton below tonnage level necessary to meet \_\_\_% Diversion goal

10. General Contract Adherence

For each day that Company fails to provide services required under the Agreement, or comply with terms of the Agreement, five (5) business days after receipt of written notification from City that such services are not being provided or terms are not being met: \$100.00/day

City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints.

Prior to assessing liquidated damages, City shall give Company notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Company may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Company may, within ten (10) days after receiving the notice, request a meeting with City. Company may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City will provide Company with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City shall be final.

**C. Amount.** City may assess liquidated damages for each calendar day or event, as appropriate, that Company is determined to be liable in accordance with this Agreement.

**D. Timing of Payment.** Company shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against the performance bond required by the Agreement or find Company in default and terminate this Agreement pursuant to Section 11.1, or both.

## 11.5 Excuse from Performance

The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder.

Labor unrest, including, but not limited to, strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Company's employees or directed at Company is excused from performance only to the extent that the following requirements are met:

- Company provides a contingency plan to the City prior to the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval and Company shall amend the plan until it meets City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to the City's satisfaction.
- Company shall meet all requirements of this plan or City may revoke this excuse from performance offered under this Agreement and may choose to use enforcement provisions under this Agreement, including Sections 11.1, 11.2 and 11.3, in which case Company is not excused from performance and Company shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section.

The interruption or discontinuance of Company's services caused by one or more of the events excused shall not constitute a default by Company under this Agreement. Notwithstanding the foregoing, however, if Company is excused from performing its full obligations under this Agreement for any of the causes listed in this section for a period of forty five (45) days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice, in which case the provisions relative to taking possession of Company's land, equipment and other

property and engaging Company's personnel in Article 10 and this Article 11 will apply.

#### **11.6 Notice, Hearing and Appeal of City Breach**

Should Company contend that City is in breach of this Agreement, it shall file with the City Manager a written request with City for an administrative hearing. Said request shall be made within ninety (90) days of the event or incident which allegedly gave rise to the breach. City shall notify Company of the time and date said hearing shall be held within thirty (30) days of receipt of Company's request. Company shall present its position and all relevant facts after City staff has made its presentation. Company shall be notified of City's ruling in writing within fourteen (14) days of the administrative hearing.

If Company is not in agreement with the ruling issued by City at the administrative hearing, it shall have the right to appeal this ruling to the City Council. This appeal shall be made in writing to City no later than fourteen (14) days after receipt of the administrative hearing ruling. City shall notify Company of the time and date the City Council will review Company's allegation. Company shall present its position and all relevant facts after staff has made its presentation. Company shall be notified in writing within thirty (30) days of the City Council's ruling. Company understands and agrees that if it fails to timely and properly exhaust the administrative remedies set forth in this Section, it has no right of action or other claim against the City for breach of this Agreement or otherwise.

#### **11.7 Assurance of Performance**

City may, at its option and in addition to all other remedies it may have, demand from Company reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Company fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default.

## ARTICLE 12

### OTHER AGREEMENTS OF THE PARTIES

#### 12.1 Relationship of Parties

The parties intend that Company shall perform the services required by this Agreement as an independent Company engaged by City and not as an officer or employee of City nor as a partner of or joint venture with City. No employee or agent of Company shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Company shall have the exclusive control over the manner and means of conducting the Solid Waste Collection services performed under this Agreement, and all Persons performing such services. Company shall be solely responsible for the acts and omissions of its officers, employees, Companies, Subcontractors and agents. Neither Company nor its officers, employees, Companies, Subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

#### 12.2 Compliance with Law

In providing the services required under this Agreement, Company shall at all times, at its sole cost, comply with all Applicable Laws.

#### 12.3 Governing Law

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

#### 12.4 Jurisdiction

Except for those matters where Federal Courts have exclusive jurisdiction, any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits.

With respect to venue, the parties agree that this Agreement is made in and will be performed in Los Angeles County.

## 12.5 Assignment

Except as may be provided for in Article 10 (City's Right to Perform Service), neither party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this section when used in reference to Company, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Company's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Company to a third party provided said sale, exchange or transfer may result in a change of control of Company; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which results in a change of ownership or control of Company; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Company's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Company.

Company acknowledges that this Agreement involved rendering a vital service to City's residents and businesses, and that City has selected Company to perform the services specified herein based on (1) Company's experience, skill and reputation for conducting its Solid Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Company's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Company to perform the services to be rendered by Company under this Agreement.

If Company requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Company for

consent to an assignment need be considered by City unless and until Company has met the following requirements:

- a) Company shall undertake to pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
- b) Company shall pay the City a transfer fee equal to 1% of the gross revenues times the number of years (pro-rated for partial years) remaining under this Agreement (based on actual rate revenues for the prior 12-months);
- c) Company shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
- d) A proforma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such proforma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Company's operations; and,
- e) Company shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the sale of operations conducted by Company under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, State or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with State, federal or local Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, State and local laws regulating the Collection and Disposal of Solid Waste including Hazardous Material; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall City be obliged to consider any proposed assignment by City if Company is in default at any time during the period of consideration.

#### **12.6 Affiliated Companies**

Company's accounting records shall be maintained on a basis showing the results of Company's operations under this Agreement separately from operations in other locations, as if Company were an independent entity providing service only to City. The costs and revenues associated with providing service to City shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by Company in other locations, or with those of an Affiliate.

If Company enters into any financial transactions with a Related Party Entity for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to City, and in the financial reports submitted to City. In such event, City's rights to inspect records, and obtain financial data shall extend to such Related Party Entity or entities.

#### **12.7 Contracting or Subcontracting**

This Agreement, or any portion thereof, shall not be subcontracted except with the prior written consent of the City, which consent shall not be unreasonably withheld. No such consent shall be construed as making the City a party to such subcontract, or subject the City to liability of any kind to any subcontractor. Company shall submit all subcontracts for review and approval by the City and any permitted subcontract shall terminate on or before the termination of this Agreement. All subcontractors shall be licensed as required under State, Federal and local laws and regulations to perform their subcontracted work and obtain and maintain a City business license if required. Company shall remain otherwise liable for the full and complete performance of its obligations hereunder.

#### **12.8 Binding on Assigns**

The provisions of this Agreement shall inure to the benefit to and be binding on the permitted assigns (if any) of the parties.

#### **12.9 Transition to Next Company**

Prior to, and at, the end of the Term or in the event this Agreement is terminated for

cause prior to the end of the Term, Company shall cooperate fully with City and any subsequent Solid Waste enterprise it designates to assure a smooth transition of Solid Waste Handling Services. Company's cooperation shall include, but not be limited to, providing both the City and subsequent Solid Waste enterprise with route lists, Billing information, lists of gate or other access codes and information needed for entry to service areas, Container placement areas by address, levels of service including any special needs or services required by each location, and other operating records needed to service all Premises covered by this Agreement. In recognition of the difficulty inherent in Customer's difficulty or inability to store two sets of Containers, Company shall remove its Containers in coordination with the distribution of Containers by the incoming service provider. Company shall cooperate with the City and incoming service provider in agreeing to the timing of Container removal; if parties cannot agree on a phase-out schedule and Company does not remove Containers in a timely manner that requires Customers to store two Containers, City, incoming service provider, or another entity may remove Company's Containers and seek cost reimbursement from Company through its performance bond, letter of credit or other means. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Company shall provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Company shall be responsible for coordinating transfer immediately after Company's final pickups, so as not to disrupt service. Company shall provide City with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (quantity, material type, and size of Containers and pickup days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Company shall provide means of access to the new service provider at least one full calendar day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.



#### **12.10 Parties in Interest**

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the parties to it and their representatives, successors and permitted assigns.

#### **12.11 Waiver**

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any moneys which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

#### **12.12 Company's Investigation**

Company has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

#### **12.13 Condemnation**

City fully reserves the rights to acquire Company's property utilized in the performance of this Agreement, by purchase or through the exercise of the right of eminent domain. This provision is additive, and not intended to alter the rights of the parties set forth in Article 10.

#### **12.14 Notice**

All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City:                      City Manager  
    City of Lawndale  
    14717 Burin Avenue  
    Lawndale, CA 90260

If to Company:

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The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three days from the date it is deposited in the mail.

**12.15 Representatives of the Parties**

References in this Agreement to the "City" shall mean the City Council and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate, in writing, authority to the City Manager, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. Company may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

Company shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Company in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Company. City may rely upon action taken by such designated representative as actions of Company unless they are outside the scope of the authority delegated to him/her by Company as communicated to City.

**12.16 City Free to Negotiate with Third Parties**

City may investigate all options for the Collection, transporting, Recycling, processing and Disposal of Solid Waste for periods commencing after the expiration of the initial Term. Without limiting the generality of the foregoing, City may solicit proposals from Company and from third parties for the provision of Collection services, Disposal services, Recycling services, Organic Materials services and processing, and any combination thereof, and may negotiate and execute agreements for such services

which will take effect upon the expiration or earlier termination under Section 11.1 of this Agreement.

#### **12.17 Compliance with Municipal Code**

Company shall comply with those provisions of the municipal code of City which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

#### **12.18 Privacy**

Company shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Company from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939. This provision shall not apply to reports or records provided to City pursuant to this Agreement so long as City maintains reports or records with Customer identification or confidential information in accordance with this section, in which case this section shall apply to City in the same manner to which it applies to Company.

#### **12.19 Cooperation Following Termination**

At the end of the Term or in the event this Agreement is terminated prior to the end of the Term, Company shall cooperate fully with City and any subsequent Company to assure a smooth transition of Solid Waste management services. Company's cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

#### **12.20 Compliance with Immigration Laws.**

Company shall be knowledgeable of and comply with all local, State and federal laws which may apply to the performance of this Agreement. Company warrants and

represents that all of its employees, including any and all prospective employees hired to perform services for the City under this Agreement and the employees of any subcontractor retained by the Company to perform a portion of the services under this Agreement, are and will be authorized to perform the services contemplated by this Agreement in full compliance with all applicable State and federal laws, rules and regulations, including, but not limited to, the Immigration Nationality Act of 1952 (commencing with Section 1101 of Title 8 of the United States Code), and the Immigration Nationality and the Immigration Reform and Control Act of 1986 (commencing with Section 1324a of Title 8 of the United States Code), as amended. Company agrees to verify the legal status of all of its employees and provide documentation of such verification whenever requested by the City. If Company discovers that any employee it has retained is not in compliance with Immigration Laws, Company agrees to terminate such employee.

#### **12.22 Guarantee of Company's Performance**

Pursuant to a guarantee in substantially the form attached as Exhibit 4, [REDACTED], a corporation which owns all of the issued and outstanding common stock of Company, has agreed to guarantee Company's performance of this Agreement. The Guarantee is being provided concurrently with Company's execution of this Agreement.

## ARTICLE 13

### MISCELLANEOUS AGREEMENTS

#### 13.1 Entire Agreement

This Agreement, including the Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein. No verbal agreement or conversation with any office, agent, or employee of the City, either before, during, or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained nor such verbal agreement or conversation entitle the Company to any additional payment whatsoever under the terms of this contract.

#### 13.2 Section Headings

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

#### 13.3 References to Laws and Other Agreements

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided. This Agreement supersedes any and all agreements heretofore entered into by the parties and City.

#### 13.4 Interpretation

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

#### 13.5 Agreement

This Agreement may not be modified or amended in any respect except by a writing signed by the parties.

### **13.6 Severability**

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

### **13.7 Exhibits**

Each of the Exhibits identified as Exhibit "1" through "7" is attached hereto and incorporated herein and made a part hereof by this reference.

### **13.8 Non-Waiver Provision**

Failure of either party to exercise any of the remedies set forth herein within the time periods provided for shall not constitute a waiver of any rights of that party with regard to that failure to perform or subsequent failures to performing whether determined to be a breach, excused performance or unexcused defaults by the other party.

### **13.9 Attorneys' Fees**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, City and Company have executed this Agreement as of the day and year first above written.

CITY OF LAWNSDALE

("City")

ATTEST: \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
MAYOR, CITY OF LAWNSDALE

APPROVED AS TO FORM:

\_\_\_\_\_

("COMPANY")

\_\_\_\_\_

ALESHIRE & WYNDER, LLP

City Attorney

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_

("COMPANY")

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT 1**

**COMPANY'S PROPOSAL**



## EXHIBIT 2 INITIAL MAXIMUM RATES\*

Following are the rates for January 1, 2020 through December 31, 2020:

<b>Monthly Cart Service Rates – 2020 Rates</b>			
One each Refuse, Recycling, and Organic Materials Cart, rate based upon Refuse Cart size:			
Cart Size:	35-gallon	60-gallon	90-gallon
Standard Service – based upon Refuse Cart size	\$	\$	\$
Additional Refuse Cart – above one	\$4.64	\$6.98	\$9.30
Additional Recycling Cart – above two	\$2.34	\$2.34	\$2.34
Additional Organic Materials Cart – above one	\$2.34	\$2.34	\$2.34
<b>Other Cart Rates and Services (Charged in Addition to Monthly Cart Service Rates) – 2020 Rates</b>			
Senior Rate Reduction	15%		
Additional Special Overage Pickup for Semi-Automated Cart Customers (in excess of two pickups per year)	\$5.80	per pickup	
Single-Family: Additional Bulky Item pickups (in excess of six free pickups per dwelling unit per year)	\$23.26	per item	
Multi-Family: Additional Bulky Item pickups (in excess of one free pickups per dwelling unit per year)	\$23.26	per item	
Cart Exchange (after free-exchange period)	\$17.42	per request	
Re-Start Fee – for re-establishing service that was discontinued due to non-payment	\$17.42	per re-start	

\* Including all City fees.

**EXHIBIT 2**  
**INITIAL MAXIMUM RATES\* (continued)**

Following are the rates for January 1, 2020 through December 31, 2020:

<b>Monthly Refuse Bin Rates – 2020 Rates</b>							
Container Size	Pickups per week						Extra Pickups (per pickup)
	1	2	3	4	5	6	
96-gallon	\$	\$	\$	\$	\$	\$	\$32.96
1 yard	\$	\$	\$	\$	\$	\$	\$41.76
1.5 yard	\$	\$	\$	\$	\$	\$	\$43.41
2-yard	\$	\$	\$	\$	\$	\$	\$45.04
3-yard	\$	\$	\$	\$	\$	\$	\$48.35
3-yard w/ compactor	\$	\$	\$	\$	\$	\$	\$75.00
4-yard	\$	\$	\$	\$	\$	\$	\$51.64
4-yard w/ compactor	\$	\$	\$	\$	\$	\$	\$84.89
6-yard	\$	\$	\$	\$	\$	\$	\$58.26

<b>Monthly Recycling Bin and Cart Rates – 2020 Rates</b>							
Container Size	Pickups per week						Extra Pickups (per pickup)
	1	2	3	4	5	6	
96-gallon	\$	\$	\$	\$	\$	\$	\$16.48
1 yard	\$	\$	\$	\$	\$	\$	\$21.99
1.5 yard	\$	\$	\$	\$	\$	\$	\$21.99
2-yard	\$	\$	\$	\$	\$	\$	\$21.99
3-yard	\$	\$	\$	\$	\$	\$	\$21.99
4-yard	\$	\$	\$	\$	\$	\$	\$21.99
6-yard	\$	\$	\$	\$	\$	\$	\$21.99

<b>Monthly Organic Materials Bin and Cart Rates – 2020 Rates</b>						
Container Size	Pickups per week					Extra Pickups (per pickup)
	1	2	3	4	5	
96-gallon	\$	\$	\$	\$	\$	\$16.48
1 yard	\$	\$	\$	\$	\$	\$41.76
1.5 yard	\$	\$	\$	\$	\$	\$43.41
2-yard	\$	\$	\$	\$	\$	\$45.04

\*Including all City fees.

**EXHIBIT 2**  
**INITIAL MAXIMUM RATES\* (continued)**

Following are the rates for January 1, 2020 through December 31, 2020:

<b>Temporary Bin Services Rates (including Disposal and delivery) – 2020 Proposed Rates</b>	<b>Rate</b>
3-yard Temporary Bin – First Empty	\$
3-yard Temporary Bin – Additional Empties	\$

<b>Roll-off Box Charges – 2020 Proposed Rates</b>	<b>Rate</b>
<b>Standard Roll-off Box – Rate per pull (including Container rental and Disposal)</b>	
Refuse – Any Size	\$
Recycling	\$
Low Boy	\$
<b>Compactor Roll-off Box – Rate per pull (excluding compactor rental)</b>	
Refuse – Any Size	150% of Standard Rate
Use in Excess of 7 days	\$10.99 /day
Overweight charge (per ton over 10 tons)	Additional 50% Above Actual Disposal Rate
Roll-off Box Cleaning (above one per year)	\$109.90
Redelivery/Return Trip Fee	\$54.96

\* Including all City fees.

**EXHIBIT 2**  
**INITIAL MAXIMUM RATES\* (continued)**

Following are the rates for January 1, 2020 through December 31, 2020:

<b>Other Bin Service Rates – Per Month – 2020 Proposed Rates</b>						
Bin Service	Pickups per week					
	1	2	3	4	5	6
Locking Bin Service – Per Bin	\$	\$	\$	\$	\$	\$

<b>Additional Service Charges - 2020 Proposed Rates</b>	<b>Rate Per Service</b>
Bin Cleaning	\$51.29 per cleaning
Bin Overage Fee (following one written warning)	\$39.88 per pickup
Return Trip Fee	\$39.88 per trip
Special Cleanup Events – above 96 one hour events per year	\$ per hour
Emergency Service Rates – one crew and one Collection truck	\$ per hour

\*Including all City fees.

## EXHIBIT 3A

### EXAMPLE RATE ADJUSTMENT FORMULA

**Step One: Calculate percentage change in indices**

Row	Index	A	B	C
		Old Index Value	New Index Value	Percent Change In Index, ((Column B/ Column A) -1)
1	CPI, Garbage and Trash Collection (1)	439.427	449.089	2.2%

**Step Two: Apply percentage change to rates**

Row	Example Rate Categories	D	E	F	G
		Current Customer Rate (2)	Percentage Change in Index (from Column C)	Rate Increase or Decrease (Column D x Column E)	Adjusted Rate (Column D + Column F)
2	Standard Residential Service - 60 gallon	\$ 15.27	2.2%	\$ 0.34	\$ 15.61
3	Senior Discounted Rate	\$ 12.98	2.2%	\$ 0.29	\$ 13.27
4	Additional Refuse Cart - 60 gallon	\$ 6.87	2.2%	\$ 0.15	\$ 7.02
5	Residential Additional Bulky Item	\$ 22.89	2.2%	\$ 0.50	\$ 23.39
6	Additional 95-gal carts	\$ 12.13	2.2%	\$ 0.27	\$ 12.40
7	Commercial 3 cubic yard 1x week	\$ 107.04	2.2%	\$ 2.35	\$ 109.39
8	Commercial 3 cubic yard 2x week	\$ 192.67	2.2%	\$ 4.24	\$ 196.91
9	Commercial Recycling - 96 gallon 1x week	\$ 18.74	2.2%	\$ 0.41	\$ 19.15

(1) Consumer Price Index Consumer Price Index (CUUR0000SEHG02) for All Urban Consumers, garbage and trash collection – U.S. city average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. Average annual change for the 12 months ending June prior to the Rate Year anniversary date compared to the 12 months ending June in the previous year.

(2) Example rates listed. Adjustment applies to all rates.

## EXHIBIT 3B

### EXAMPLE CALCULATION FOR AVERAGE ANNUAL CHANGE IN PUBLISHED CONSUMER PRICE INDEX

The rate adjustment index is calculated using the “average annual change” as demonstrated in the example below, measured for the 12 months ending June prior to the Rate Year anniversary date compared to the 12 months ending June in the previous year. The Bureau of Labor Statistics publishes the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (CUUR0000SEHG02) - U.S. City average.

If a rate adjustment based on this CPI index were to be implemented as of January 1, 2019, the average annual index for the 12 months ended June 2018 of 449.089 would have been the “New Index Value” to be used in Column B of the example rate adjustment formula in Exhibit 3A, and the average annual index for the 12 months ended June 2017 439.427 would have been the “Old Index Value” in Column A. This would have resulted in a 2.2% increase to the rates as calculated in Column C of Exhibit 3A.

#### Consumer Price Index – All Urban Consumers, U.S. City Average Garbage and Trash Collection, CUUR0000SEHG02

CPI-All Urban Consumers (Current Series)  
Original Data Value

Series Id: CUUR0000SEHG02  
Not Seasonally Adjusted  
Series Title: Garbage and trash collection in U.S. city average, all  
Area: U.S. city average  
Item: Garbage and trash collection  
Base Period: DECEMBER 1983=100  
Years: 2008 to 2018

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Average Annual
2016/2017	438.607	439.358	439.707	440.311	443.343	444.745	437.205	438.296	437.699	437.676	438.317	437.858	439.427
2017/2018	448.328	448.717	449.008	452.196	453.820	453.596	446.266	447.699	446.987	447.129	447.272	448.046	449.089
Average Annual Change													2.2%

## EXHIBIT 4 CORPORATE GUARANTY

### Guaranty

THIS GUARANTY (the "Guaranty") is given as of the [REDACTED] day of [REDACTED], 2020.

THIS GUARANTY is made with reference to the following facts and circumstances:

- A. [REDACTED], hereinafter ("Owner") is a [REDACTED] organized under the laws of the State of [REDACTED], which is wholly owned by [REDACTED]. (Guarantor).
- B. Owner and the City have negotiated an Agreement for Collection, Processing, and Disposal of Solid Waste dated as of [REDACTED], [REDACTED], (hereinafter "Agreement"). A copy of this Agreement is attached hereto.
- C. It is a requirement of the Agreement, and a condition to the City entering into the Agreement, that Guarantor guaranty Owner's performance of the Agreement.
- D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Owner of each and every term and condition of the Agreement which Owner is required to perform, satisfy or observe. In the event that Owner fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Owner or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Owner due to its breach of the Agreement.
2. **Guarantor's Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Owner under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon

the genuineness, validity, regularity or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to the Owner in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. **Waivers.** Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Owner; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against the Owner; or (4) any merger or consolidation of the Owner with any other corporation, or any sale, lease or transfer of any or all the assets of the Owner. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2846, 2849, and 2850, including without limitation, the right to require the City to (a) proceed against Owner, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Owner or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Owner or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by Applicable Law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of



the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to Owner's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the City's approval.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Owner prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Owner's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Owner arising out of the Agreement based on Owner's failure to perform which has not been settled or discharged.

5. **No Waivers.** No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty,

Guarantor agrees in the event of Guaranty's breach of its obligations to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law: Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following Person as its agents for service of process in California:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy by certified mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have not have an effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding On Successors.** This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

10. **Authority.** Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and



**EXHIBIT 5**  
**COMPANY'S FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, a California \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, a Corporation organized and doing business by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to City, hereinafter called OBLIGEE, in the penal sum of Two hundred and fifty-thousand dollars (\$250,000) lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract, entitled "RESIDENTIAL SOLID WASTE MANAGEMENT SERVICES" with City, to do and perform the following work, to wit: Collect, Process and Dispose of Solid Waste generated within City, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise it will remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

In the event suit is brought by OBLIGEE to enforce the provisions of this bond, said Surety will pay to OBLIGEE a reasonable attorney's fee, plus costs of suit, in an amount to be fixed by the court.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

a California Corporation

\_\_\_\_\_

SURETY

By: \_\_\_\_\_

(PRINCIPAL)

(SEAL)

By: \_\_\_\_\_

(ATTORNEY IN FACT)

(SEAL)

**EXHIBIT 6**  
**NOTARY CERTIFICATION**

STATE OF CALIFORNIA)

COUNTY OF \_\_\_\_\_) ss:

On \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of California, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Company that executed the within instrument on behalf of the Company therein named, and acknowledged to me that such Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_



**DRAFT**  
**THE CITY OF LAWNSDALE**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**INTEGRATED SOLID WASTE**  
**MANAGEMENT SERVICES**

*January 23, 2019*

The City of Lawndale is requesting proposals for collection, transportation, recycling, and disposal of residential and commercial solid waste, recyclables, and organic waste.

The Request for Proposals ("RFP") package can be obtained by calling, e-mailing or writing:

**Grace Huizar**  
**City of Lawndale**  
**4722 Manhattan Beach Blvd.**  
**Lawndale, California 90260**  
**(310) 973-3273**  
**GHuizar@lawndalecity.org**

A Pre-Proposal conference will be held February 20, 2019 at 1:00 p.m. at the City of Lawndale Council Chambers located at 14717 Burin Avenue, Lawndale, CA.

Proposals will be received until 5:00 p.m. on April 15, 2019. Proposals must be delivered to the City Clerk at 14717 Burin Avenue, Lawndale, California 90260.

Only written questions regarding this RFP will be accepted by Grace Huizar at [ghuizar@lawndalecity.org](mailto:ghuizar@lawndalecity.org), or Debbie Morris of HF&H Consultants at [dmorris@hfh-consultants.com](mailto:dmorris@hfh-consultants.com).



**THE CITY OF LAWNSDALE**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**INTEGRATED SOLID WASTE**  
**MANAGEMENT SERVICES**

\* \* \*

DRAFT, January 23, 2019

*Prepared by:*



**HF&H Consultants, LLC**

19200 VON KARMAN, SUITE 360

IRVINE, CA 92612

*Telephone: 949/251-8628*

**CITY OF LAWNSDALE**  
**REQUEST FOR PROPOSALS FOR**  
**INTEGRATED SOLID WASTE MANAGEMENT SERVICES**

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- Attachment 1: Proposal Outline**
- Attachment 2: Existing Service Data**
- Attachment 3: Rate Proposal Forms**
- Attachment 4: Supporting Cost and Operating Data Worksheets**
- Attachment 5: Anti-Collusion Affidavit**
- Attachment 6: Draft Integrated Waste Management Services Franchise Agreement**
- Attachment 7: January 1, 2019 Rate Schedule**
- Attachment 8: Commercial, Multi-Family and Industrial Customer Service Level List**

## SECTION I - INTRODUCTION

### OVERVIEW OF THE REQUEST FOR PROPOSAL

The City of Lawndale (City) is requesting proposals from qualified solid waste companies to provide solid waste collection, transportation, recycling, processing, and disposal services. Republic Services (Republic) currently provides the City with exclusive residential and commercial collection services, including permanent roll-off and temporary bin service. Construction and demolition debris removed by a licensed construction or demolition company as part of the total services offered and using their own vehicles, and collected using a roll-off box is non-exclusive.

City will designate the successful Franchisee as the sole authorized recycling agent for the purposes of conducting recycling activities within the City pursuant to the terms of Public Resources Code § 40105.

### TERM OF NEW AGREEMENT

The initial term of the new agreement is seven years. The City may extend the agreement for up to 24-months (month-to-month) at the City's sole option. Collection services under the new agreement will begin January 1, 2020. See Sections 2.5 and 2.6 of the draft agreement.

### SUMMARY OF REQUESTED SERVICES

A description of the service area is included in Section II of this RFP. Existing service data provided by Republic and the City is included in Attachment 2. The services for which the City is seeking proposals are summarized in Table 1 below and are briefly described in Section III of this RFP. A more comprehensive description of the scope of services is found in the draft franchise agreement in Attachment 6.

**Table 1: Requested Services**

CUSTOMER TYPE	SERVICE DESCRIPTION
Single-Family Customers	<ul style="list-style-type: none"><li>◆ Semi-Automated Refuse Collection</li><li>◆ Semi-Automated Recyclables Collection</li><li>◆ Semi-Automated Organics Collection, including Future Food Waste Program</li></ul>
Single Family Special Services	<ul style="list-style-type: none"><li>◆ Bulky Item Collection</li><li>◆ Curbside Used Oil and Used Oil Filter Collection</li><li>◆ Holiday Tree Collection</li><li>◆ Sharps Collection</li></ul>
Multi-Family Special Services	<ul style="list-style-type: none"><li>◆ Bulky Item Collection</li><li>◆ Holiday Tree Collection</li></ul>

CUSTOMER TYPE	SERVICE DESCRIPTION
Commercial and Multi-Family Services	<ul style="list-style-type: none"> <li>◆ Permanent and Temporary Refuse Bin Collection</li> <li>◆ Permanent and Temporary Roll-off Box Collection (excluding C&amp;D)</li> <li>◆ Commercial Cart Collection</li> <li>◆ Recycling and Organic Waste Programs to Comply with CalRecycle Regulations</li> </ul>
Other Services at No Additional Charge	<ul style="list-style-type: none"> <li>◆ Refuse, Recyclables, and Organics Collection from City Facilities</li> <li>◆ On-Call Universal Waste, E-Waste, and Household Hazardous Waste Collection from City Facilities</li> <li>◆ Refuse Collection and Recycling for City-Sponsored Events</li> <li>◆ Collection of Public Street Litter Containers</li> <li>◆ Two Annual Clean-Up Events (2 times per year)</li> <li>◆ Abandoned Item Collection and Sweeps</li> <li>◆ Special Cleanup Events</li> <li>◆ Annual Document Shredding Event</li> <li>◆ Two Compost Giveaway Events in coordination with the Annual Cleanup Events</li> </ul>
Optional Services	<ul style="list-style-type: none"> <li>◆ Household Hazardous Waste Door-to-Door Service for Single Family and Multi-Family Cart and Bin Customers</li> </ul>

Section V of this RFP describes the required contents of the proposal. Failure to complete and submit all of the forms and the other information required in Section V may be grounds to disqualify a proposal. The proposal should be organized according to the outline shown in Attachment 1.

Please note that the City’s procurement of Integrated Solid Waste Management Services is not subject to state or local public bidding laws, and the City does not intend to cause the current RFP process to become subject to such public bidding laws or regulations. This RFP contemplates an award of franchised rights. By submitting a proposal, all proposers acknowledge and accept that this RFP is not a purchase of supplies, services and equipment and is thus not subject to the purchasing system procedures set forth in Chapter 3.08 of the Lawndale Municipal Code.

**PROPOSAL CLARIFICATIONS AND UPDATES**

After reviewing the RFP package, proposers may find that they require clarification of some requirements. Proposers may submit written questions. Written responses to such questions, addenda and clarifications, if any, will be provided via e-mail to all potential proposers that provide their contact information when requesting the RFP. Proposers shall provide the primary contact name, company name, address, e-mail address, and phone number to the City in order to receive answers to questions and other RFP addenda. Failure to provide required information can result in incomplete or non-responsive proposal and could be grounds for rejection of proposal. Only written responses will govern. Written questions

may not be accepted after the date shown in the schedule in Table 2 at the end of this section, as this would leave insufficient time for the City to provide an adequate response to all potential proposers. However, if proposers have simple questions regarding how to complete submittal forms or otherwise complete the proposal requirements, proposers may continue to request assistance via telephone until the proposal due date. See "Communications During RFP Process" below for instruction on where to submit questions.

## **COMMUNICATIONS DURING RFP PROCESS**

In order to ensure that the decision-making in this very important RFP process is fully open to the public, all communications regarding this RFP should be made exclusively through Grace Huizar of the City of Lawndale, who can be reached at (310) 973-3273, by e-mail at [GHuizar@lawndalecity.org](mailto:GHuizar@lawndalecity.org), or Debbie Morris of HF&H Consultants, the City's consultant, by telephone at (949) 251-1106 and by e-mail at [dmorris@hfh-consultants.com](mailto:dmorris@hfh-consultants.com).

Proposers and their representatives are prohibited from contacting other City personnel or City Council members regarding matters related to this RFP and the award of this contract. Proposers and their representatives that contact other City personnel or City Council members after the City releases the RFP and throughout the evaluation period regarding this RFP process and contract award may have their proposals disqualified from consideration by review and action of the City Council. This prohibition does not apply to any formal interviews, public hearings or agendaized meetings in which City Council members or City personnel may participate.

## **PROPOSAL ADMINISTRATION**

The City of Lawndale shall have the right to perform, and each proposer must agree to cooperate with, an investigation and review of each proposer's ability to perform the work required. Such cooperation shall apply not only to the verification of the proposer's capability and experience in the provision of services, but also to the provision of any other component of work that may be required under this procurement.

In order to objectively evaluate all proposals, the City has attempted to describe the desired services and the terms and conditions in the draft franchise agreement in a manner that will allow a reasonable level of comparability among the proposals. Therefore, the City discourages, and may disqualify, proposals that substantially deviate from the RFP. Proposals that do not include the completed forms required herein and information required in Section V may be disqualified. Provided that the proposer has submitted a proposal that meets all of the minimum requirements of this RFP, the proposer may also offer additional enhancements that exceed the RFP requirements.

The City reserves the right to reject any or all proposals, disqualify nonconforming or incomplete proposals at its sole discretion, waive minor deviations from the RFP, and determine whether proposers are qualified. The City reserves the right to issue addenda to the RFP, to modify the RFP, to modify the franchise agreement, or to withdraw the RFP. The City and HF&H may request clarification or additional information from any of the proposers at any point in the RFP process.

Proposals must comply fully with the requirements detailed in this RFP. Required supporting documentation must be included as attachments and be appropriately identified.

The existing service information presented in Section II and Attachment 2 of this RFP is for information only and the proposer agrees to indemnify and hold the City harmless for the accuracy of this data. All proposers should take whatever steps they believe are necessary to reasonably establish the actual existing service information when preparing their proposals.

## **SUBMISSION OF PROPOSALS**

The draft franchise agreement containing the terms and conditions under which service will be provided (see Attachment 6) is an integral part of this RFP. This franchise agreement includes information related to service standards, rate setting, billing, reporting, and other activities related to the performance of these services. It is expected that the final awarded franchise agreement will be substantially in the form and content as presented in the draft franchise agreement presented with this RFP.

Submission of a proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this RFP, and in the draft franchise agreement, unless exception to particular terms and conditions are expressed in writing in the proposal. The successful proposer will be expected to enter into a franchise agreement with the City; only those exceptions noted in its proposal will be considered for modification. The City is not obligated to agree to these exceptions, but reserves the right to negotiate modification of such noted exceptions to the draft franchise agreement.

Each and every term and condition of the proposal shall be irrevocable until the City enters into a franchise agreement to perform the scope of services for the proposed rates according to those terms and conditions. Within fifteen (15) business days of the selection of a proposal by the City Council, the selected proposer is bound to execute the franchise agreement, and furnish the required performance bond and letter of credit. The form of the financial instruments is described in Sections 9.5 and 9.6 of the draft franchise agreement. Within thirty (30) days following execution of the franchise agreement, and in any event prior to the performance of any services thereunder, the proposer is bound to provide evidence of all required insurance (see Section 9.4 of the draft franchise agreement). The terms of this RFP and the proposals are firm for a period of three hundred and sixty-five (365) days. Once submitted, responses to this RFP cannot be altered without the City's express written consent. The City reserves the right to reject any or all proposals, and may elect to make a decision without further discussion or negotiation. This RFP is not to be construed as a contract of any kind. The City is not liable for any costs incurred by any potential proposer in the preparation of a response to this RFP. The City may withdraw or modify this request at any time.

Proposers must submit six (6) bound copies plus one (1) unbound photocopy-ready copy, and an electronic copy on a CD or flash (thumb) drive of the complete proposal in a sealed package. Electronic copy must be in searchable PDF format as a single document (optimized and compressed). The naming convention for the file is "[ENTER RFP NUMBER], company name." The package should be clearly labeled:

ATTENTION: CITY CLERK  
PROPOSAL FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES  
NAME OF PROPOSER  
PROPOSER'S ADDRESS



PROPOSER'S CONTACT PERSON  
PROPOSER'S TELEPHONE NUMBER  
PROPOSER'S E-MAIL ADDRESS

The proposal may be mailed, couriered, or hand delivered to the City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260. All proposals must be received by the City Clerk of Lawndale by the date and time shown in the schedule in Table 2 at the end of this section, City of Lawndale time. **Proposals received after this time and date may be returned unopened.** Postmarks will not be accepted as proof of receipt.

### **AWARD**

To be considered, proposals must be complete and must conform to the requirements of this RFP as to form and content. The franchise agreement will be awarded to the proposer that the City Council determines will best assist the City to reach its goal of receiving the highest quality service at the lowest reasonable cost. The successful proposal may or may not be the lowest cost proposal. The City, however, reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any minor irregularities or informalities in the proposal.

### **SCHEDULE**

The procurement schedule is shown in Table 2. These dates are subject to change by the City. Furthermore, the procurement process is not limited to those evaluation procedures specified in this RFP. The City reserves the right to add additional procurement processes, including without limitation bidder interviews, formation of an evaluation committee (which may or may not include Council members), or background checks.

**Table 2: Procurement Schedule**

<b>DATE</b>	<b>ACTIVITY</b>
February 5, 2019	Release of RFP
February 20, 2019, 1:00 p.m.	Pre-Proposal Meeting (non-mandatory)
February 28, 2019	Last day to submit written questions
April 15, 2019	Proposals due to the City Clerk by 5:00 p.m.
August 5, 2019	Award by City Council
September 16, 2019	Proposition 218 Noticing
November 4, 2019	Proposition 218 Public Hearing
January 1, 2020	Start of service

## SECTION II – CURRENT SERVICE DATA

### DESCRIPTION OF SERVICE AREA

The City of Lawndale encompasses 1.9 square miles and is bounded by the City of Hawthorne to the north, the City of Redondo Beach to the west, the City of Gardena to the east, and the City of Torrance to the southwest. Residential uses make up approximately one-half of Lawndale’s land area.

According to the California Department of Finance, population and housing estimates for the City as of January 1, 2018 are as follows:

Population:	33,607	Single Family Detached	5,321
Total Dwelling Units	10,162	Single Family Attached	1,422
Percent Vacant	4.1%	Multi-Family 2 to 4 Units	901
Persons per Household	3.43	Multi-Family 5 Plus Units	2,273
		Mobile Homes	245

This census information is meant to provide an overview of the City. Please see Attachments 2-A through 2-C, and 3-B through 3-F for data regarding customer and container counts.

### PROJECTED NEW DEVELOPMENTS

According to the City’s Draft Housing Element, the City has an estimated residential growth rate of 1% to 2.8% per year and an estimated commercial growth rate of 1% to 1.5% per year for the period of 2020 to 2028.

### CURRENT SERVICE DATA

The City has obtained from Republic and/or provided from its own records, the data provided in Attachments 2 and 3. Existing subscription levels are contained in rate proposal forms in Attachment 3. As stated in Section I, the City neither warrants nor accepts responsibility for the accuracy of the information. It is the responsibility of each proposer to undertake, at its sole cost, any verification of this information necessary for it to submit a response to this RFP.

### CURRENT RATES

The current residential rates effective January 1, 2019 are shown in Attachment 7. Also, see Exhibit 2 of Attachment 6 for additional rates that will be retained in the new contract.

### RATE REVENUES

Total residential and commercial rate revenue for calendar year 2017 is included as Attachment 2-D.

### AB 939 PLANS

The City is committed to fully complying with AB 939 and future increases in diversion rate goals. The City’s reported 2017 CalRecycle diversion rate was 58%, including 1,913 tons that were sent for transformation by the hauler as required by the current contract.

## SECTION III – PROPOSED SERVICE REQUIREMENTS

The City is requesting proposals for the services described below. If these services represent a significant change to current services, such changes are noted. A more comprehensive description of these services is found in the draft franchise agreement, included as Attachment 6 of this RFP. Section references to the draft franchise agreement are included in the following summary.

### RESIDENTIAL COLLECTION SERVICE REQUIREMENTS

#### Collection Services

Refuse Cart Collection – Single family and multi-family customers with four (4) or fewer dwelling units, will continue to receive once per week semi-automated refuse collection. Refuse carts should be offered in 90, 60, and 35-gallon sizes. Each customer shall receive one refuse cart as part of the basic service provided by the Franchisee.

Volume-Based-Rate – Currently, residential customers with semi-automated cart refuse service receive refuse, recycling, and organics collection. Residents can currently choose between 35, 60, or 90-gallon refuse cart service. See Section 4.1.2.

Carts –All carts must be colored to comply with SB 1383 requirements. Carts should be labeled according to specifications in the franchise agreement, as well as SB 1383 requirements. See Section 4.5.4.

Bin Refuse Collection – Franchisee shall provide bin service to single family customers that request this service, multi-family and commercial customers not receiving cart service. See Section 4.1.5.

Refuse Cart Overage – Residential cart customers are entitled to two annual pickups per calendar year of material that does not fit in the refuse cart(s) at no additional cost. Customers are also entitled to free overage pickups during holiday period as described in Section 4.1.4.

Recycling Cart Collection – Cart customers will continue to receive weekly semi-automated recycling collection on the same day as their refuse collection. Each customer shall receive one recycling cart (any size) as part of the basic service provided by the Franchisee. Recycling carts shall be offered, in 35, 60, or 90-gallon sizes. Customers may request one additional recycling cart (for a total of two) at no additional charge, and may request additional recycling carts for a monthly fee. See Section 4.2.1.

Organics Cart Collection – Cart customers will continue to receive weekly semi-automated organics cart collection on the same day as their refuse collection. Only the yard waste subsection of organic materials is required to be collected at the start of the agreement. Each customer shall receive one organics cart as part of the basic service provided by the Franchisee. Organics carts shall be offered, at a minimum, in the 60 or 90-gallon size. Proposers may propose, but are not required, to offer additional sizes. Customers may request additional organics carts for a monthly fee. See Section 4.3.1.

Service for Disabled Customers –Company shall continue to provide disabled Cart Customers with backyard service at no additional charge. See Section 4.1.3.

Residential Food Waste Collection – A residential food waste collection program is required to be provided by the Franchisee by January 1, 2022 or as otherwise mandated by CalRecycle. See Section 4.3.6.

## **Special Services**

Bulky Item Collection – The Franchisee will be required to provide six (6) bulky item pickups per residential account per year at no additional charge. Multi-family premises will receive the equivalent of one bulky-item collection for each dwelling unit in the building per calendar year at no additional charge. Franchisee will be required to collect a maximum of six (6) items or 10 bags of yard waste per pickup. Franchisee may charge a fee for additional pickups. See Section 4.1.14.

E-Waste – The Franchisee will continue to collect certain, specified e-waste items (such as televisions and computer monitors) with bulky items. Franchisee will be responsible for the proper disposal/recycling of these materials. See Section 4.1.16.

Curbside Used Oil and Used Oil Filter Collection – Residents will continue to receive curbside collection of used motor oil and used oil filters at no additional charge. See Section 4.2.5.

Sharps Collection Program – Franchisee will continue to provide a sharps collection program to each single and multi-family resident requesting such service at no additional charge. See Section 4.1.17.

Holiday Tree Collection and Recycling – Franchisee will continue to provide curbside collection and proper recycling of holiday greenery from the first Collection day after Christmas Day through January 31, for the duration of this agreement. See Section 4.3.2.

## **COMMERCIAL COLLECTION SERVICE REQUIREMENTS**

Bins – All refuse bins must be painted the same color. All recycling bins must be painted a different, uniform color that comply with SB 1383 requirements. Bins should be labeled according to specifications in the franchise agreement and that comply with SB 1383 requirements. Some single family customers receive bin service. See Section 4.5.4.3.

Cart Service – Franchisee shall offer collection of recycling and organics carts to commercial customers that do not have space for, or do not generate enough waste to require the use of bins for collection. See Sections 4.1.6, 4.2.2, and 4.3.3.

Refuse Bin Service - The Franchisee will be required to collect all of the refuse that has been placed in bins by residential, multi-family, and commercial customers. Collection will be at least once every week or more frequently if necessary to handle the waste stream of the premises where the bins are located. See Section 4.1.5.

Commercial Recycling – Franchisee shall continue to provide source separated recycling using bins or carts for commercial and multi-family customers requesting such services. The Franchisee will process all mixed waste collected from customers with bin or permanent roll-off box service that do not participate in Franchisee’s separate recyclable collection program or are not otherwise in compliance with the mandatory commercial requirements under AB 341. This is a change from the existing agreement which required the contractor to process 75% of the mixed commercial waste. See Section 4.2.2.1.

Organics Recycling Services - Franchisee shall provide all customers required to participate in these programs with compliant programs such as organic waste collection and recycling services, coordination with food rescue organizations to promote edible food recovery, education and outreach, reporting, contamination monitoring and enforcement in accordance with AB 1826 and SB 1383. See Section 4.3.5 and other applicable sections throughout the agreement.

Temporary Bin Service - Franchisee shall deliver a temporary bin to both commercial and residential customers within one business day (excluding weekends and select holidays) of request. Franchisee will be responsible for verifying that an encroachment permit has been obtained by customer prior to placing container in public right-of-way. See Section 4.1.9.

Roll-Off Box Collection - Franchisee will provide roll-off box collection services to both commercial and residential customers. Roll-off construction and demolition services shall be offered to customers at rates not to exceed those in the proposed rate schedule and may also be provided by other haulers. See Section 4.1.8.

Bin Cleaning - The Franchisee will be required to clean or replace bins upon customer request. Franchisee may charge an approved fee for cleanings. See Section 4.5.4.3.A.

Scout Service - There shall be no additional charge to provide scout service. See Section 4.1.10.

Bin Push-Out Service - There shall be no additional charge to provide bin push-out service. See Section 4.1.11.

Locking Bins - Franchisee shall provide locking bin service to customers that request it at an additional cost. See Section 4.1.12.

## **CITY AND SPECIAL SERVICES REQUIREMENTS**

City Facilities Collection - Franchisee will collect and dispose of all refuse, recyclables, and organic materials generated and accumulated at premises owned and/or operated by the City at no additional charge (including bulky waste items, universal waste, E-waste, and Household Hazardous Waste). Such premises include, but are not limited to, offices, parks, and street maintenance operations. See Attachment 2-F for the current list of facilities and service levels. Note that these facilities and service levels may vary over the term of the new agreement, with no increase in compensation to the Franchisee for additional collection services. See Section 4.4.1.

Abandoned Items - The City will continue to receive abandoned item collection from the Franchisee at no additional charge. If Franchisee is notified before 1:00 p.m., items will be removed the same day. If Franchisee is notified after 1:00 p.m., items will be removed by 4:00 p.m. the following day. See Section 4.4.7. The City is interested in proactive approaches to mitigate illegal dumping and scavenging. Proposers should describe any additional illegal-dumping/scavenging abatement efforts which it proposes for use in the City, pending City approval.

Abandoned Item Weekly Sweeps - The Franchisee will provide one vehicle with a two person crew to provide weekly three hour hot spot collection sweeps on Monday, Wednesday, and Friday. This is a new service. See Section 4.4.8.

City-Sponsored Events - The Franchisee will be required to continue to provide solid waste and recyclables collection service at no charge at City-sponsored events. The requirements and list of events is included in Section 4.4.2. Franchisee will assist City planners of large venue events with reporting and planning needs to provide recycling as may be useful in meeting the requirements of AB 2176, and in lowering disposal quantities generated at such events at no additional charge.

Annual Cleanups- Franchisee will continue to provide service during two (2) City clean-up events annually. Franchisee will collect material from single-family dwelling units for one-week, on regular collection days, twice per year, and the City Yard two Saturdays per year only. See Section 4.4.3.

Street Litter Containers - Franchisee will continue to service all public litter containers at no additional cost to City. A list of locations and collection frequency is included in Attachment 2-G. See Section 4.4.6.

Special Cleanup Events - Franchisee to provide up to ninety-six (96) one-hour cleanups per year at locations requested by the City at no additional charge. Franchisee to propose hourly rate in Attachment 3 for additional cleanups. This is a new service. See Section 4.4.9.

Shredding Event - Franchise shall provide at no additional cost an annual document shredding event. This is a new service. See Section 4.4.4.

Compost Giveaway Events - Franchisee will provide at no additional cost two annual compost giveaway events. This is a new service. See Section 4.4.5.

Emergency Services - Franchise will provide emergency services based on a rate which includes one crew and one collection truck. Franchisee to propose hourly rate in Attachment 3.

Green Business Certification - On or before January 2, 2020, Company must establish a recognition program for commercial businesses in the City. This is a new service. See Section 5.5.

## **OPTIONAL SERVICES**

The City is requesting costs for the following optional services:

Door-to-Door Household Hazardous Waste Collection Services - Franchisee may propose a program to provide door-to-door collection of household hazardous waste. Franchisee to propose program details and incremental monthly cost per customer. See Section 4.1.18.

## SECTION IV -KEY CONTRACT TERMS

A comprehensive description of contract terms is found in the draft franchise agreement. Below are some key terms to bring to your attention. Section references to the draft franchise agreement are included in the following summary.

### HOLIDAY COLLECTION

If the regularly scheduled collection day falls on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, collection days for the remainder of that week shall all be postponed one collection day and residential collection is permitted on Saturday during the make-up week. See Section 4.5.1.

### EDUCATION AND PUBLIC AWARENESS

The City recognizes that effective public education is the key to implementing effective programs and regulatory compliance. Refer to Section 5.3 and other various sections of the draft franchise agreement for specific requirements relating to public outreach.

### CONTAINER SPECIFICATIONS AND DISTRIBUTION

Carts - Franchisee will be responsible for supplying and maintaining all carts under this agreement. Carts must be compliant with SB 1383. See Section 4.5.4 of the draft agreement.

Bin and Cart Labels and Colors - All carts and bins will be labeled to be compliant with SB 1383. See Section 4.5.4.

Cart Distribution - Franchisee shall enable customers to select cart sizes, and to exchange cart sizes once at no charge for the initial six months, after which Franchisee will exchange carts for an approved fee. See Section 4.5.4.1.A of the agreement.

### FAITHFUL PERFORMANCE BOND AND LETTER OF CREDIT

The franchisee will be required to provide a performance bond and letter of credit totaling \$500,000. See Sections 9.5 and 9.6.

### INSURANCE REQUIREMENTS

The draft agreement requires the Franchisee to maintain minimum insurance levels. See Section 9.4 for the minimum limits of insurance for general liability, automobile liability, and workers compensation.

### REPORTING AND AUDITING

The draft franchise agreement contains detailed auditing procedures, and specific reporting and record keeping requirements. See Article 8 of the draft franchise agreement for detailed information on the required records, reports, and review requirements.

Biannual Audits - Section 8.2.7 - Franchisee will reimburse to the City the cost of such audits up to \$70,000 for the first audit, and \$45,000 for each subsequent biennial audit in 2020 dollars. The \$45,000 amount in subsequent years shall be increased annually by the change in CPI.

## **COLLECTION VEHICLE REQUIREMENTS**

Franchisee collection vehicles shall be no more than 10 years of age during the term of the Agreement and comply with South Coast Air Quality Management District and California Air Resource Board requirements. Franchisee's collection vehicles must use only compressed or liquefied natural gas. See Section 4.5.3.

## **DEDICATED ROUTES**

Refuse collected in the City may not be commingled in collection trucks with refuse from other jurisdictions. All routes shall be dedicated within the City's boundaries. If this is not feasible, Franchisee may commingle routes upon approval by the City. See Section 4.11.

## **FEES**

Administrative Fee - Franchisee shall pay to City an Administrative Fee in a one-time lump sum payment of one hundred and twenty-one thousand dollars (\$121,000) within seven days of execution of this agreement to reimburse the City for its staff time and out-of-pocket costs of awarding the franchise. See Section 3.1.

Franchise Fee - In consideration of the exclusive Franchise provided in Section 2.2 of the agreement, Franchisee shall pay to City 5% of the Net Receipts (Section 1. 37) derived by Franchisee from services provided in City. See Section 3.2.

AB 939 Fee - Franchisee shall pay to City an AB 939 Fee in quarterly payments of \$42,500 adjusted annually by CPI. See Section 3.3.

## **BILLING**

Cart Billing - Franchisee shall bill cart customers quarterly. See Section 5.1.2.

Senior Discount - Seniors currently receive a discount of 15% under the existing agreement. Proposers to determine if senior discounted rate described in Section 5.1.3 is reasonable and provide justification for a proposed discounted rate if applicable (e.g. reduced level of service) and compliant with California Constitution Article XIII D and its implementation statutes at Government Code §§ 53750, et seq ("Prop 218"). To this end, in support of a proposed senior discount, proposers shall explain how and why the cost of providing refuse services to seniors is proportionately lower than its cost of providing refuse services to other categories of customers. Proposers shall warrant, and explain to the fullest extent reasonably feasible in Section 19 of the proposal outline, that other customer categories are not paying proportionately higher rates as a means of subsidizing the senior discount under their proposed rate schedule. For the 2018 tax year, the City received 3,300 applications for a senior discount.

Bin, Roll-Off and Temporary Services Billing - Franchisee shall bill monthly for bin, roll-off box, temporary services, and other special charges as described in Section 5.1.4.

Customers sharing a bin may request to be billed separately for their share of service, based upon the number of businesses sharing the bin, or as otherwise divided and agreed to among such customers. See Section 5.1.4.



## **RATE ADJUSTMENT METHOD**

Initial rates will be set based on the rates proposed in Attachment 3, subject to a majority protest process pursuant to Prop 218. The rates will thereafter be adjusted using a weighted index according to the computations described in Article 6 of the draft franchise agreement. The first rate adjustment will be effective January 1, 2021.

The City takes the position that waste hauling service rates qualify as “property related fees” subject to Prop 218. Compliance with the Prop 218’s substantive and procedural requirements for waste hauling rates is mandatory until such time as otherwise advised by the City Attorney. To this end, the initial proposed rates must support the following findings:

- 1) Revenues derived from the rates must not exceed the funds required to provide the refuse services. To this end, proposers are encouraged to provide a cost of service analysis (COSA) and/or data, explanations or findings that may be used to support a COSA.
- 2) Revenues derived from the rates must not be used for any purpose other than that for which the fee is imposed. Proposers shall provide information and an analysis/explanation to support a finding that ensures proceeds of refuse rates will be used solely for Company’s refuse operations, costs and budgeted expenses, and shall not be transferred to non-refuse ventures.
- 3) The amount of the rates must not exceed the proportional cost of the service attributable to each customer parcel. To achieve this requirement, proposers shall explain how and why the cost of providing refuse service to one category of customers is proportionately higher than its cost of providing refuse service to other categories of customers.<sup>1</sup>

The schedule of automatic adjustments shall not exceed five years, at which point another Prop 218 majority protest process must be completed to renew automatic adjustments. The City refers all proposers to Government Code § 53756 for further information relating to Prop 218’s applicable limits upon automatic adjustments in rate schedules.

Pursuant to Government Code § 53756 extraordinary or non-inflationary adjustments shall only be implemented via a Prop 218 majority protest process and may not be “automatic”.

## **MINIMUM DIVERSION RATES**

The City’s current hauler has reported a diversion rate of 40% for calendar year 2017 for the material collected by the hauler, including 9% achieved through transformation.

Proposers are required to propose a diversion rate to which they will contractually commit and demonstrate how they will achieve that rate on Attachment 4-C.

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<sup>1</sup> The rates may not be imposed for a service unless the service is actually used by, or immediately available to, the owner of the property subject to the rates; rates based on potential or future use of a service and stand-by charges are not permitted.

Third-party diversion and tonnage collected outside of this agreement, such as commercial recycling sold to 3<sup>rd</sup> party recyclers, and temporary roll-off box service, *is not to be included* in this calculation. See Section 4.2.6.

## SECTION V - PROPOSAL SUBMISSION REQUIREMENTS

The following information must be organized according to the outline in Attachment 1. Requested information should be identified by letter or number in the outline.

### 1. GENERAL REQUIREMENTS

At the beginning of the proposal, include a:

- a. Title page
- b. Transmittal letter identifying the name, mailing address, e-mail address, telephone number and fax number of the proposal contact person
- c. Table of contents
- d. An executed anti-collusion affidavit (Attachment 5)
- e. Executed signature page of RFP addenda

### 2. RATE PROPOSAL FORMS (ATTACHMENT 3)

The service rates proposed for each type of service should be included in the rate schedules in Attachment 3.

In addition to the rates, proposers should calculate the estimated total annual rate revenue from each type of service and ensure that the total annual rate revenue from the proposed rates is accurately summarized in Attachment 3-A and reconciled to the proposer's estimated revenue requirement (explained below) in Attachment 4-A. Calculations from Attachments 3-B, 3-C, 3-D, 3-E, 3-F, and 3-G should flow through to Attachment 3-A. The City reserves the right to rebalance rates prior to contract execution if the change is revenue neutral to the Franchisee. Exhibit 2 of the draft agreement contains rates for other services that are set by the franchise agreement.

A proposal may be deemed nonconforming or incomplete unless Attachment 3 is complete and submitted in its entirety. A Microsoft Excel file containing Attachment 3 will be available and e-mailed to any company that attends the pre-proposal meeting or otherwise requests it by contacting Debbie Morris of HF&H at (949) 251-1106 or by e-mail at [dmorris@hfh-consultants.com](mailto:dmorris@hfh-consultants.com).

### 3. SUPPORTING COSTS AND OPERATING DATA (ATTACHMENT 4)

The supporting cost and operating data worksheet in Attachment 4-A provides a format for proposers to estimate their annual revenue requirement for providing all of the proposed services. In addition to the supporting cost worksheet Attachment 4-A, proposers must provide the operational statistics on which their estimated costs are based in Attachment 4-B. The operating statistics will be used to evaluate the reasonableness of the proposer's estimated revenue requirement. The proposer's estimated revenue requirement will be used to evaluate the reasonableness of the proposed rates. Attachment 4-C demonstrates how the proposer plans to reach proposed diversion levels. Note that diversion programs put forth in Attachment 4-C, and elsewhere in proposer's proposal, will be incorporated into the franchise

agreement. Attachment 4-D should automatically calculate to compare the rate revenues and the revenue requirements for the first contract year.

A proposal may be deemed nonconforming or incomplete unless Attachment 4 is complete and submitted in its entirety. After the deadline for submission of written questions, a Microsoft Excel file containing Attachment 4 will be available and e-mailed to any company that attends the pre-proposal meeting or otherwise requests it by contacting Debbie Morris of HF&H at (949) 251-1106 or by e-mail at dmorris@hfh-consultants.com.

#### **4. EXCEPTIONS TO TERMS OF THE FRANCHISE AGREEMENT**

Include a list of any exceptions to the RFP and draft franchise agreement. Please describe the agreement section and nature of the proposed exception and identify proposed substitute language. In order to demonstrate that, but for the noted exceptions, the proposer agrees to all terms and conditions of the agreement as written, sign and include in this proposal the signature page of the draft agreement, along with the noted exceptions. The proposal is not considered complete without this signed page.

#### **5. PROPOSER OVERVIEW**

##### **5.a. Business Structure**

Provide the following information regarding the proposing entity and entity that would provide a corporate guarantee, if applicable:

- i. Legal name of proposing entity that would sign franchise agreement and whether it is an individual, a partnership, a corporation, or a joint venture;
- ii. Entity that would submit financial statements and whether it is an individual, a partnership, a corporation, or a joint venture. If other than proposing entity, indicate relationship and willingness to sign corporate guarantee (see Exhibit 6 to Attachment 6);
- iii. Number of years in which proposing entity has been organized and doing business under this legal structure (if other than an individual);
- iv. Names of owners/stockholders with more than 10% of the Franchisee's equity;
- v. Names of all officers;
- vi. Corporate headquarters; and,
- vii. Local headquarters (if different).

##### **5.b. Description of Proposer's Experience**

Identify the names of all the public agencies in Los Angeles County, in which the proposer currently provides service, including what type of service (manual or automated residential, commercial, roll-off, temporary bin) and the nature of the exclusivity (exclusive franchise, non-exclusive franchise, permit, or open system).

Additionally, the proposer should submit a brief description of the proposer's experience in California providing solid waste services under exclusive agreements to city or county customers that qualifies it to perform the services being procured through this RFP; provide a table, including each jurisdiction's services (residential, commercial, etc.). Include preferably

three or more detailed citations for current municipal customers with services most similar to those requested in this RFP. Citations shall include:

- i. The name of the jurisdiction;
- ii. Time period during which proposer provided service to the jurisdiction;
- iii. The type of customers served (e.g. residential or commercial);
- iv. The services performed (e.g. refuse collection, recyclable materials collection, or organics collection);
- v. Residential collection methods (e.g. manual or automated);
- vi. Whether the services were exclusively or non-exclusively provided in the jurisdiction by the proposer; and,
- vii. The name, address and telephone number of the jurisdiction representative responsible for administering the contract.

Additionally, please provide at least one municipal citation for service transitions from another hauling company, including a brief description of the old and new services, and service transition dates, as well as the information listed in i. to vii. above.

#### **5.c. Information Regarding Past and Pending Litigation**

List all civil or misdemeanor or felony criminal court or administrative filings by and/or against California government agencies that are currently pending and/or that have been filed, settled or otherwise received a disposition within the last ten years that relate to the provision of solid waste service listing the names of the parties, the case number and a brief description of the case and disposition, if any. This paragraph is applicable to the following persons and entities:

- i. The key personnel described in Section 5.d;
- ii. The owners and officers of the company;
- iii. The entity submitting the proposal; and/or,
- iv. Any parent or affiliated company for actions filed in the State of California (For affiliates, proposer may limit disclosures of non-criminal matters to those in the Los Angeles County area).

Please include the resolution and current status of each civil legal action.

#### **5.d. Key Personnel**

Identify and describe the qualifications and experience the City can expect of the key personnel your company would assign to the City. Provide a brief biographical description of the proposed management team members that will fill these described jobs, specifically including the Project Manager per Section 5.2.4 of agreement. Indicate the office locations for each key person assigned to the franchise.

**5.e. Financial Information**

Initially, proposers must provide the following financial information in the proposal for the proposer or, if a corporate guaranty is to be provided, for the guarantor:

- i. The type of financial statements produced (e.g. audited, reviewed, or compiled) and the corporate entity that they represent (proposer or corporate guarantor);
- ii. The most recently completed fiscal year for which financial statements are available;
- iii. Annual revenue from the most recently completed financial statements;
- iv. Current Assets to Current Liabilities ratio (current assets/current liabilities) from the most recently completed financial statements; and,
- v. Total Liabilities to Total Assets ratio (total liabilities/total assets) from the most recently completed financial statements.

If selected for further consideration, proposers must be prepared to submit financial statements upon which this requested financial information is based within five (5) business days of the request for the most recently completed fiscal year. All such statements would need to be prepared and presented in accordance with Generally Accepted Accounting Principles applied on a consistent basis, and must include a statement by the chief financial officer of the proposer’s company that there has been no material adverse change in conditions or operations, as reflected in the submitted balance sheets, income statements and cash flow statements, since the date on which they were prepared. If requested to submit financial statements, the proposer may submit a single copy of its financial statements stamped “confidential” with a written request that it be returned to the proposer after the proposal process is complete. The City will attempt to maintain the confidentiality of such a request, although confidentiality cannot be guaranteed.

Prior to award, the selected proposer will be required to submit “reviewed” or “audited” financial statements that demonstrate reasonable financial resources and stability to the satisfaction of the City. If awarded the contract, the financial statements shall remain with either the City or its consultant.

**5.f. Insurance**

Proposer must submit evidence that the proposer either has, or is able to obtain, the insurance coverage required in the draft franchise agreement in Attachment 6, Section 9.4.

**6. FACILITY DESCRIPTIONS REQUIRED IN PROPOSAL**

**6.a. Transfer Facilities**

For each transfer facility, if any, please identify the following:

- i. The name and address of the facility;
- ii. Statement regarding any relationship between the proposer and the facility owner/operator (if any);
- iii. The price per ton for transfer and disposal of trash;
- iv. Estimated date for start of operation, if facility is not currently in operation; and,

v. Indicate any solid waste facility capacity guarantees being offered.

### **6.b. Processing Facilities**

Proposers must identify in their proposals the processing facilities they plan to use for the:

- i. Processing of the commingled recyclables;
- ii. Processing of organic waste;
- iii. Processing of mixed waste;
- iv. Processing and diversion of construction and demolition debris.

For each facility, please identify the following:

- i. The name and location of the facility;
- ii. A statement regarding any relationship between the proposer and the facility owner/operator (if any);
- iii. The material to be processed (organic waste, commingled recyclables, mixed waste, or construction and demolition debris);
- iv. The price per ton;
- v. Indicate any solid waste facility capacity guarantees being offered.
- vi. Estimated diversion rate for processing of each category of recyclables processed (e.g. residential recyclables, residential organics, source-separated commercial recyclables, mixed commercial waste, commercial organics, C&D.)

These six items must be included for each facility to be used.

### **6.c. Operating Facilities**

Proposers must provide information about the operating facilities that they plan to use, including:

- i. City Maintenance Yard address for equipment and personnel staging and arrangements for maintenance of equipment;
- ii. Office address for customer service, public relations, billing, and franchise administration; and,
- iii. Other operating facilities to be used in providing service under this agreement.

### **6.d. Disposal Facilities**

For each disposal facility, if any, please identify the following:

- i. The name and address of the facility;
- ii. Statement regarding any relationship between the proposer and the facility owner/operator (if any);
- iii. The price per ton; and,
- iv. Indicate any solid waste facility capacity guarantees being offered.

These four items must be included for each facility to be used.

## **7. IMPLEMENTATION PLAN**

Proposers should provide an implementation schedule that demonstrates that your company has the ability to implement the services in accordance with the service start date, including meeting equipment, personnel, administration, maintenance, and public education requirements.

## **8. CUSTOMER SERVICE/CUSTOMER CENTER PROCEDURES**

Customer service is very important to the City of Lawndale. When a customer has a request for, or an issue with, solid waste service, the customer's first contact with the solid waste provider is the company's call center. Describe the company's call-in center procedures, including how each call is initially answered (e.g. phone tree, live operator). Include all geographical locations customer service calls will be answered from (e.g. out-of-state, international call centers, or California based). Describe the company's ability to monitor the following:

- a. Average time customer is on hold; and
- b. Response time to complete a work order from time of request.

Indicate procedures taken to ensure that each Lawndale caller will receive information accurate to the City's contract. Describe procedures to satisfactorily respond to common customer complaints.

## **9. SEMI-AUTOMATED CART DESCRIPTION**

Proposer shall describe carts which it intends to use in the City, pending City approval. Include manufacturer, specific sizes, SB 1383 compliance, and colors of carts and lids by waste stream. Color cart photos shall be provided if requested by the City.

## **10. COLLECTION VEHICLE DESCRIPTION**

Please provide the following information for each vehicle to be used under the collector agreement. Proposers should indicate proposed vehicle features that enhance safety and maneuverability on difficult-to-service streets and alleyways.

- a. Make
- b. Model
- c. Model Year
- d. Type of fuel to be used (e.g. LNG, CNG)
- e. Waste stream(s) to be collected (e.g. cart, bin, and roll-off)

## **11. ADDITIONAL INFORMATION**

- a. Late Fees per Section 5.1.6 – Propose the following fees, if any:
  - i. Late Fee and/or Interest Rate – As a percentage and/or fixed dollar amount
  - ii. Insufficient Funds Fee for Returned Checks



- iii. Scavenging Efforts - Proposer shall describe anti-scavenging efforts which it proposes for use in the City, pending City approval.

## **12. MINIMUM RECYCLING REQUIREMENTS**

Proposers shall propose a diversion rate in accordance with Section 4.2.6 of the agreement to which the successful proposer will be held accountable. See Section 11.1.N of the agreement.

## **13. PROCESSING OF MIXED WASTE**

Proposers will process all mixed waste collected from customers with bin or permanent roll-off box service that do not participate in Franchisee's separate recyclable collection program and are not in compliance with the mandatory commercial requirements under AB 341. Proposers shall describe the MRF to be used and the estimated recovery rate from mixed waste processing. Proposers must provide mixed waste diversion percentages in the last 12 months for the processing facilities it uses within the greater Los Angeles County region. See Sections 4.2.2.1 of the draft agreement.

## **14. ORGANIC WASTE RECYCLING PROGRAM**

Proposers shall describe the proposed organic waste recycling program required under Sections 4.3.6 (future residential) and 4.3.3 (commercial) of the draft agreement, including type of containers proposed. Proposers should include detailed information on customer in-house preparation of material prior to disposal (e.g. bag or no bag requirements), include a comprehensive list of organic materials as defined in Sections 1.29, 1.38, and 1.62 that are acceptable in the program and a comprehensive list of organic materials that are not accepted in the program. Also, proposers are requested to submit at least two samples of outreach materials already distributed to customers in a city with a similar program in place if proposer has implemented such program.

Please describe your intended approach and activities related to SB 1383 organic waste collection and recycling services, education and outreach, capacity planning, procurement of organic waste products, reporting, contamination monitoring (Section 4.3.3.3), and other compliance activities.

## **15. FOOD RESCUE AND DONATION PROGRAM**

Proposers shall describe their proposed efforts to assist the City and its customers with a food rescue and donation program to comply with SB 1383 which establishes a target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025. See Section 4.3.7.

## **16. RECYCLABLE MATERIALS**

Proposers must respond to the following requests:

- a. Recyclable Materials - Proposers shall specify all materials that can be recycled through the residential and commercial recycling programs.

**17. EMPLOYMENT OF PRIOR CONTRACTOR EMPLOYEES**

In accordance with Labor Code Sections 1070, 1072, 1075, and 1076, please indicate if proposer will offer employment to existing employees of the current contractor that may be displaced if the current contractor is not retained. Please describe your procedures for offering such employment and any limitations. See Section 4.5.6.1.

**18. OPTIONAL PROGRAM: DOOR-TO-DOOR HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

Proposer shall describe the proposed program, including any limits on customer participation. Company should indicate any additional items it would collect under this program. See Section 4.1.18.

**19. SENIOR DISCOUNTED RATE**

Proposers to provide senior discounted rate in Rate Proposal Forms (Attachment 3). Proposers shall warrant, and explain to the fullest extent reasonably feasible, that other customer categories are not paying proportionately higher rates as a means of subsidizing the senior discount under their proposed rate schedule.

**20. ABILITY TO UTILIZE CITY'S CNG FUELING FACILITY**

Please describe in your proposal if you have the ability to purchase CNG from a City fueling station if the City upgrades its CNG infrastructure at the City Yard. Please described the conditions required to be able to utilize the City's CNG station.

**21. PROPOSAL ENHANCEMENTS**

Provided that the proposer has submitted a proposal that meets all of the minimum requirements of this RFP, the proposer may also offer additional enhancements that exceed the requirements of this RFP and the franchise agreement. Any such enhancements shall be listed by number under this section in the RFP or it may be omitted from the proposal evaluation. Proposers should include the following information for each enhancement:

- a. The additional charge, if any, to City or ratepayer for enhancement;
- b. How the enhancement exceeds RFP requirements; and,
- c. How the enhancement benefits the City and how it would be incorporated into the contract service requirements or rate schedule.

## SECTION VI - PROPOSAL EVALUATIONS

The proposal will be objectively evaluated based on criteria that may include, but is not limited to, the following factors:

### PROPOSER'S QUALIFICATIONS

- ◆ General Experience – Demonstrated experience providing similar services to other jurisdictions, and experience of key personnel.
- ◆ Jurisdiction Satisfaction – Satisfaction of proposer references with services received, including but not limited to, implementation, customer services, reporting, assistance developing diversion programs, and working cooperatively with City staff.

### TECHNICAL QUALIFICATIONS

- ◆ Waste Diversion – Proposed diversion programs and guaranteed minimum diversion rate and the ability to achieve the diversion goals identified in the agreement.
- ◆ Implementation Plan – Reasonableness of implementation schedule and ability to meet deadlines (e.g., equipment procurement schedules and personnel available), ability and resources to manage a service transition.
- ◆ Operations – Reasonableness of assumptions (e.g., number of routes).

### EXCEPTIONS TO THE TERMS AND CONDITIONS

- ◆ Exceptions to the draft franchise agreement – Number and nature of the exceptions.

### FINANCIAL RESOURCES

- ◆ Financial Stability – Comparison of additional revenue from this franchise to company's current revenue stream, financial stability of proposer based on its financial ratios.
- ◆ Insurance – Demonstrated ability of proposer to obtain adequate insurance.

### COSTS

- ◆ Cost of service, as measured by rate revenues – Cost competitiveness relative to other proposals.
- ◆ Reasonableness of costs – Logically consistent relationship between costs and operational assumptions.
- ◆ Compliance with Prop 218.

### EMPLOYMENT

- ◆ Willingness to retain existing contractor's employees that may be displaced if the current contractor is not retained.

## **AWARD**

To be considered, proposals must be complete and must conform to the requirements of this RFP as to form and content. The franchise will be awarded for the proposal that offers the greatest value to the City. The City's evaluation process may include objective criteria and considerations outside of those listed in this Section VI. The City, however, reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any minor irregularities or informalities in the proposal. City Council will select the proposal it determines to best serve the City and is not bound to follow the recommendation of City staff or City staff's proposal evaluations in making its selection. It is anticipated that all services will be contracted for. However, the City reserves the right to change such service descriptions prior to award.

# **ATTACHMENT 1**

## **PROPOSAL OUTLINE**

The following is an outline that proposers shall follow when completing their proposals. Under each section, proposer must include all information as outlined below, including all subheadings and subsections as identified in Section V.

- 1) General Requirements
  - a) Title page
  - b) Transmittal letter
  - c) Table of contents
  - d) Anti-Collusion Affidavit (Attachment 5)
  - e) Executed Signature Page of RFP Addenda
- 2) Rate Proposal Forms (Attachment 3)
- 3) Supporting Cost and Operating Data Worksheets (Attachment 4) with supporting Prop 218 data
- 4) Exceptions to Terms of Franchise Agreement and Agreement Signature Page
- 5) Proposer Overview
  - a) Business Structure
  - b) Description of Proposer's Experience
  - c) Information Regarding Past and Pending Litigation
  - d) Key personnel
  - e) Financial information
  - f) Insurance
- 6) Facility Descriptions
  - a) Transfer facilities
  - b) Processing facilities
  - c) Operating facilities
  - d) Disposal facilities
- 7) Implementation Plan
- 8) Customer Service/Call Center Procedures
- 9) Semi-Automated Cart Description
- 10) Collection Vehicle Description
- 11) Additional Information
- 12) Minimum Recycling Requirements
- 13) Processing of Mixed Waste
- 14) Organic Waste Recycling Program
- 15) Food Rescue and Donation Program
- 16) Recyclable Materials
- 17) Employment of Prior Contractor Employees
- 18) Optional Program: Door-to-Door Household Hazardous Waste Collection Program
- 19) Senior Discounted Rate
- 20) Ability to Utilize City's CNG Fueling Facility
- 21) Proposal Enhancements

**ATTACHMENT 2**  
**EXISTING SERVICE DATA**

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**Number of Residential Carts in Service  
As of October 2018**

Row	Cart Type	Cart Size in Gallons			Total # of Carts
		35	60	90	
1	Refuse	791	4,841	757	6,389
2	Recycling	257	5,951	6	6,214
3	Green Waste	<u>313</u>	<u>5,673</u>	<u>118</u>	6,104
4	Total	1,361	16,465	881	18,707

Residential Cart and Commercial/Multi-Family Bin Service  
 Number of Routes and Route Hours  
As of December 2017

Line	Route Type	Number of Routes Per Day					Crew Size Per Truck	Hours per Route per Day	
		Mon	Tues	Wed	Thurs	Fri			
1	Residential Refuse (including bulky items)	4	4	4	4	4	1	11 - 12	
2	Residential Recycling	4	4	4	4	4	1	11 - 12	
3	Residential Green Waste	4	4	4	4	4	1	11 - 12	
4	Commercial/Multi-Family Bin Mixed Waste	2	2	2	2	2	1	11 - 12	
5	Commercial/Multi-Family Bin Recyclables	1	1	1	1	1	1	10 - 11	
6	Public Litter Containers	See attachment 2-I							
7	<b>Total Routes</b>	15	15	15	15	15			



Residential, Commercial/Multi-Family, and Industrial Tonnage  
Calendar Year 2017

Row	Material Type	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	TOTAL
1	<b>Residential Cart Service:</b>													
2	Refuse <sup>(1)</sup>	661.48	456.72	606.95	562.91	588.28	633.60	540.87	617.04	573.93	541.80	567.68	501.23	6,852.49
3	Transformation	166.42	231.00	184.28	46.75	203.65	210.64	235.15	218.72	93.78	74.39	192.66	139.55	1,996.99
4	Recycling	117.99	170.01	191.36	274.08	161.46	150.69	126.88	152.24	243.53	243.74	123.15	238.72	2,193.85
5	Green Waste (Includes Multi-Family Green Waste Cart Collection)	122.40	115.43	193.63	166.27	151.48	161.01	126.74	128.77	118.53	116.93	109.23	80.93	1,591.35
6	<b>Total Residential</b>	1,068.29	973.16	1,176.22	1,050.01	1,104.87	1,155.94	1,029.64	1,116.77	1,029.77	976.86	992.72	960.43	12,634.68
7	<b>Commercial/Multi-Family Bin:</b>													
8	Refuse	472.92	443.50	515.59	452.30	509.32	496.49	432.93	490.98	464.56	496.77	439.95	461.20	5,676.51
9	Recycling	263.17	250.13	291.87	255.13	285.62	269.08	238.34	276.82	260.65	279.12	263.84	252.85	3,186.62
10	Organics	-	-	-	-	-	-	-	-	-	-	0.42	0.99	1.41
11	<b>Total Commercial/Multi-Family</b>	736.09	693.63	807.46	707.43	794.94	765.57	671.27	767.80	725.21	775.89	704.21	715.04	8,864.54
12	<b>Industrial</b>													
13	Refuse	98.63	72.88	169.16	98.13	115.54	149.01	126.91	97.51	120.96	111.46	91.07	139.62	1,390.88
14	Recycling	-	-	-	-	12.16	61.32	4.82	18.80	43.79	42.67	34.51	11.74	229.81
15	Organics	19.48	15.20	-	-	1.02	-	1.87	8.34	13.71	9.89	9.50	10.01	89.02
16	<b>Total Industrial</b>	118.11	88.08	169.16	98.13	128.72	210.33	133.60	124.65	178.46	164.02	135.08	161.37	1,709.71
17	<b>TOTAL TONS COLLECTED</b>	1,922.49	1,754.87	2,152.84	1,855.57	2,028.53	2,131.84	1,834.51	2,009.22	1,933.44	1,916.77	1,832.01	1,836.84	23,208.93

<sup>(1)</sup> Includes Bulky Item and Abandoned Item tonnage

**Gross Receipts**

**Residential Gross Receipts  
(As Reported by Franchised Hauler)  
Calendar Year 2017**

<b>Quarter</b>	<b>Residential Gross Receipts*</b>
Quarter 1 - January - March	\$ 293,830
Quarter 2 - April - June	\$ 278,859
Quarter 3 - July - September	\$ 278,157
Quarter 4 - October - December	\$ 278,041
<b>Total 2017</b>	<b>\$ 1,128,887</b>

\*Totals include City fees.

**Commercial/Multi-Family and Industrial Gross Receipts  
(As Reported by Franchised Hauler)  
Calendar Year 2017**

<b>Quarter</b>	<b>Commercial Gross Receipts*</b>
Quarter 1 - January - March	\$ 315,653
Quarter 2 - April - June	\$ 330,030
Quarter 3 - July - September	\$ 334,364
Quarter 4 - October - December	\$ 318,249
<b>Total 2017</b>	<b>\$ 1,298,296</b>

\*Totals include City fees .

**Residential Recyclables Diverted**  
**Calendar Year 2017**

<b>Row</b>	<b>Material Type</b>	<b>Tons</b>
1	Aluminum Cans	4.32
2	Steel Cans	25.94
3	PET	47.54
4	HDPE Natural	50.39
5	HDPE Color	41.74
6	Mixed Plastics	12.95
7	Clear Glass	23.03
8	Brown Glass	10.07
9	Green Glass	11.52
10	3-Mix Glass	33.11
11	Newspaper NP6	256.47
12	Newspaper NP8	563.10
13	Phone Book/Mixed Paper	105.11
14	Cardboard	74.88
15	Residue	180.03
16	<b>Total Residential Recyclables Diverted</b>	<b>1,440.20</b>

### City of Lawndale Facilities

The following are City facilities serviced by Republic Services at no additional charge. Franchisee will continue to service these facilities and other City facilities that may be added at a future date. Service levels may change over time. No rate adjustments will be made for such occurrences. Franchisee is expected to encourage recycling services and organics services be used at these facilities.

Location Name	Address	Container Size	Number of Containers	Pickups per Week	Material Type
William Green Park	4558 W 168TH Street	64 Gallon	2	1	Recycle
William Green Park	4558 W 168TH Street	64 Gallon	1	1	Yard waste
Rogers/Anderson Park	4161 Manhattan Beach Blvd	3 Yd.	2	2	Trash
Larry Rudolph Park	14725 Larch	40 Yd.	1	On-Call	Trash
Lawndale Municipal Services	14616 Grevillea	3 Yd.	1	On-Call	Trash
Lawndale City Hall	14717 Burin Ave	3 Yd.	1	2	Trash
Lawndale Public Works	4722 Manhattan Beach Blvd	3 Yd.	1	2	Trash
Lawndale Public Works	4722 Manhattan Beach Blvd	3 Yd.	1	2	Recycle
Lawndale Public Works	4722 Manhattan Beach Blvd	1 Yd.	1	On-Call	E-waste
Lawndale Public Works	4722 Manhattan Beach Blvd	40 Yd.	2	3	Trash
Lawndale Public Works	4722 Manhattan Beach Blvd	40 Yd.	2	On-Call	Trash/Special Event
Lawndale Public Works	4722 Manhattan Beach Blvd	20 Yd. Lowboy	1	On-Call	C&D
Community Center	14700 Burin Ave	4 Yd.	1	3	Trash
Community Center	14700 Burin Ave	4 Yd.	1	1	Recycle
Community Center	14700 Burin Ave	1.5 Yd.	1	2	Organics
Community Center	14701 Burin Ave	3 Yd.	1	2	Trash
McKenzie Gardens	4324 W 160th St	3 Yd.	1	3	Trash
Jane Addams Park	15114 Firmona Ave	3 Yd.	1	1	Trash
Hogan Park	4045 West 167TH Street	3 Yd.	1	1	Trash
Hopper Park	4418 West 162ND Street	3 Yd.	1	1	Trash

**Public Litter Containers**

The following are public litter containers serviced by Republic Services. Franchisee will provide this service, including the provision of container liners as required in the Agreement at no additional cost to the City. These locations may change and greater collection frequency may become necessary to prevent overflowing containers.

Row	Cross Streets	Location	Collected on Residential Route	Container Size (gallons)	Number of Containers	Pickups per Week
1	Hawthorne/Artesia	NorthWest Corner		32 - 35	1	3
2	Hawthorne/172nd	Southside		32 - 35	1	3
3	Hawthorne/171st	SouthWest Corner		32 - 35	1	3
4	Hawthorne/171st	SouthEast Corner		32 - 35	1	3
5	Hawthorne/170th	SouthEast Corner		32 - 35	1	3
6	Hawthorne/169th	NorthEast Corner		32 - 35	1	3
7	Hawthorne/169th	SouthWest Corner		32 - 35	1	3
8	Hawthorne/168th	SouthEast Corner		32 - 35	1	3
9	Hawthorne/167th	NorthWest Corner		32 - 35	1	3
10	Hawthorne/167th	SouthEast Corner		32 - 35	1	3
11	Hawthorne/166th	NorthWest Corner		32 - 35	1	3
12	Hawthorne/166th	SouthWest Corner		32 - 35	1	3
13	Hawthorne/165th	SouthEast Corner		32 - 35	1	3
14	Hawthorne/164th	SouthEast Corner		32 - 35	1	3
15	Hawthorne/162nd	NorthEast Corner		32 - 35	1	3
16	Hawthorne/162nd	SouthWest Corner		32 - 35	1	3
17	Hawthorne/159th	NorthWest Corner		32 - 35	1	3
18	Hawthorne/159th	SouthEast Corner		32 - 35	1	3
19	Hawthorne/Manhattan Ave	NorthEast Corner		32 - 35	1	3
20	Hawthorne/Manhattan Ave	NorthWest Corner		32 - 35	1	3
21	Hawthorne/Manhattan Ave	SouthWest Corner		32 - 35	1	3
22	Hawthorne/154th	NorthEast Corner		32 - 35	1	3
23	Hawthorne/154th	SouthEast Corner		32 - 35	1	3
24	Hawthorne/153rd	NorthWest Corner		32 - 35	1	3
25	Hawthorne/Marine Ave	NorthEast Corner		32 - 35	1	3
26	Hawthorne/Marine Ave	SouthWest Corner		32 - 35	1	3
27	Hawthorne/Marine Ave	NorthWest Corner		32 - 35	1	3
28	Hawthorne/149th	NorthEast Corner		32 - 35	1	3
29	Hawthorne/147th	NorthWest Corner		32 - 35	1	3
30	Hawthorne/147th	SouthWest Corner		32 - 35	1	3
31	Hawthorne/145th	NorthWest Corner		32 - 35	1	3
32	Hawthorne/Rosecrans Ave	NorthEast Corner		32 - 35	1	3
33	Hawthorne/Rosecrans Ave	SouthWest Corner		32 - 35	1	3
34	Hawthorne/Rosecrans Ave	SouthEast Corner		32 - 35	1	3
35	Hawthorne/Redondo Blvd	SouthWest Corner		32 - 35	1	3
36	Inglewood/Artesia	NorthWest Corner		32 - 35	1	3
37	Inglewood/170th	NorthEast Corner		32 - 35	1	3
38	Inglewood/Marine	NorthWest Corner		32 - 35	1	3
39	Inglewood/147th	NorthWest Corner		32 - 35	1	3
40	Inglewood/147th	SouthWest Corner		32 - 35	1	3
41	Inglewood/Rosecrans Ave	NorthWest Corner		32 - 35	1	3
42	Inglewood/Rosecrans Ave	NorthEast Corner		32 - 35	1	3
43	Prairie/154th	SouthWest Corner		32 - 35	1	3
44	Prairie/154th	NorthWest Corner		32 - 35	1	3
45	Prairie/161st	SouthWest Corner		32 - 35	1	3
46	Prairie/164th	SouthWest Corner		32 - 35	1	3
47	Prairie/Manhattan Ave	SouthEast Corner		32 - 35	1	3
48	Prairie/Marine Ave	SouthEast Corner		32 - 35	1	3
49	Firmona/165th	Container on Bus Post	X	20	1	3
50	Firmona/160th	NorthEast Corner	X	32 - 35	1	3
51	Firmona/156th	NorthWest Corner	X	32 - 35	1	3
52	Marine/Mansel	Eastside		32 - 35	1	3
53	Marine/Prairie	Westside		32 - 35	1	3
54	Marine/Prairie	Eastside		32 - 35	1	3
55	Marine/Freeman	Westside		32 - 35	1	3
56	Marine/Burin	Westside		32 - 35	1	3
57	Marine/Hotel Drive	Westside		32 - 35	1	3

Row	Cross Streets	Location	Collected on Residential Route	Container Size (gallons)	Number of Containers	Pickups per Week
58	Marine/Larch	Eastside		32 - 35	1	3
59	Marine/Osage	Eastside		32 - 35	1	3
60	Marine/Inglewood Ave	SouthEast Corner		32 - 35	1	3
61	Manhattan/Prairie	SouthEast Corner		32 - 35	1	3
62	Manhattan/Freeman	NorthWest Corner		32 - 35	1	3
63	Manhattan/Hawthorne	SouthWest Corner		32 - 35	1	3
64	Manhattan/Hawthorne	NorthEast Corner		32 - 35	1	3
65	Manhattan/Firmona	NorthWest Corner		32 - 35	1	3
66	Manhattan/Firmona	SouthEast Corner		32 - 35	1	3
67	Manhattan/Inglewood	NorthWest Corner		32 - 35	1	3
68	Manhattan/Inglewood	NorthEast Corner		32 - 35	1	3
69	Redondo/Artesia	Westside (Right under 405 Freeway)		32 - 35	1	3
70	Redondo/Freeman	NorthWest Corner		32 - 35	2	3
71	Redondo/Inglewood	Westside		32 - 35	1	3
72	Redondo/Hawthorne	Westside (between the block)		32 - 35	2	3
73	Redondo/Grevillea	NorthWest Corner		32 - 35	1	3
74	Redondo/Firmona	NorthWest Corner		32 - 35	1	3
75	147th/Prairie	Eastside		32 - 35	1	3
76	147th/Prairie	SouthWest Corner		32 - 35	1	3
77	147th/Freeman	Eastside		32 - 35	1	3
78	147th/Freeman	Westside		32 - 35	1	3
79	147th/Hawthorne	Westside		32 - 35	1	3
80	Condon/153rd Place	SouthWest Corner	X	32 - 35	1	3
81	Osage/159th	SouthWest Corner		32 - 35	1	3
82	Osage/166th	SouthWest Corner		32 - 35	1	3
83	Rosecrans/Firmona	SouthEast Corner	X	32 - 35	1	3
84	Rosecrans/Hawthorne	Eastside		32 - 35	1	3
85	Rosecrans/Hawthorne	Westside		32 - 35	<u>1</u>	3
86	TOTAL				87	

## City-Sponsored Events

Below are City events at which Republic Services has provided collection service, along with estimated service levels. Under the existing franchise agreement, Republic Services provides the City with 25 to 30 cardboard collection boxes and liners which are stored at the City Public Works Yard and set out at events by City staff. As noted in the table below, Republic Services staffs a booth at the Health and Safety Fair and the Lawndale Blues and Jazz Festival. Containers are designated as "Trash" or "Recyclables" by inter-changeable cardboard lids. City staff empties the materials into a container at the event site which is then collected by the franchised hauler. In the event there is more material than can be accommodated by the container at the event site, City staff transports the material to the Public Works Yard for collection. The franchisee is responsible for servicing these and other events and staffing booths, if requested, under the new agreement at no additional cost. Service levels below are approximate and are included to assist proposers in estimating service needs. However, these levels may vary.

Event Name	Services Typically Provided at Past Events
Youth Day Parade	Thirty, 32-gallon event boxes
Memorial Day Breakfast	Thirty, 32-gallon event boxes
Easter Egg Hunt	Thirty, 32-gallon event boxes
Health and Safety Fair	Staff an event booth and provide thirty, 32-gallon event boxes
Lawndale Blues and Jazz Festival	Staff an event booth and provide thirty, 32-gallon event boxes
Volunteer Sponsorship Night	Thirty, 32-gallon event boxes
Halloween Haunt	Thirty, 32-gallon event boxes
Angel Tree Ceremony	Thirty, 32-gallon event boxes

### Scout Service List

The following list contains addresses receiving scout service by Republic Services at no additional charge. Franchisees will continue to provide scout service to these addresses and new addresses that request the service at no additional cost. Service levels may change over time. No rate adjustments will be made for such occurrences.

Row	Address	Container Size	Number of Containers	Pickups per Week	Material Type
1	4422 W 172nd st	2 yd	1	3	trash
2	4745 W 173rd st	3 yd	1	1	trash
3	4542 W 172nd st	3 yd trash & 2 yd recycling	2	2	trash/recycling
4	17217 Grevillea Ave	3 yd trash & 3 yd recycling	2	2	trash/recycling
5	17220 Grevillea Ave	3 yd	3	2	trash
6	17226 Grevillea Ave	3 yd trash & 2 yd recycling	2	3	trash
7	4539 W 173rd St	1 yd	1	3	trash
8	4573 W 173rd St	3 yd	1	1	trash
9	4629 W 159th St	3 yd	1	2	trash
10	4609 W 159th St	3 yd	1	2	trash
11	4553 W 159th St	3 yd	1	2	trash
12	4539 W 159th St	4 yd	1	2	trash
13	4567 W 159th St	3 yd trash & 1 yd recycling	2	2	trash/recycling
14	4457 Manhattan Beach Blvd	1 yd	1	2	trash
15	15643 Hawthorne Blvd	3 yd	3	3	trash
16	16111 Prairie	4 yd trash & 3 yd recycling	2	3	trash/recycling
17	15430 Hawthorne Blvd	3 yd	1	2	trash
18	4345 W 154th St	4 yd trash 4 yd recycling	2	1	trash/recycling
19	15416 Freeman Ave	2 yd	1	2	trash
20	15111 Freeman Ave	4 yd	4	3	trash
21	4512 W 153rd St	4 yd	1	3	trash
22	4521 W 147th St	3 yd trash & 3 yd recycling	3	3	trash/recycling
23	4727 W 147th St	3 yd trash & 2 yd recycling	5	2	trash/recycling
24	14715 Condon Ave	3 yd	1	1	trash
25	14600 Inglewood Ave	3 yd	2	2	trash
26	14916 Condon Ave	3 yd	2	2	trash
27	15001 Condon Ave	3 yd	1	3	trash
28	4720 Marine Ave	6 yd	1	2	trash
29	4633 Marine Ave	3 yd	4	3	trash
30	15003 Larch Ave	3 yd	1	1	trash
31	14926 Hawthorne Blvd	3 yd	1	2	trash
32	14724 Hawthorne Blvd	2 yd	1	2	trash



Row	Address	Container Size	Number of Containers	Pickups per Week	Material Type
33	4315 W 145th St	3 yd trash & 3 yd recycling	2	2	trash/recycling
34	14423 Larch Ave	3 yd	1	2	trash
35	14511 Larch Ave	3 yd	1	1	trash
36	14517 Larch Ave	3 yd	1	2	trash
37	4311 W 147th St	4 yd	1	2	trash
38	14530 Freeman Ave	3 yd	1	2	trash
39	14531 Freeman Ave	3 yd	1	2	trash
40	14523 Freeman Ave	3 yd	1	3	trash
41	14609 Freeman Ave	3 yd	1	2	trash
42	14525 Larch Ave	3 yd trash & 3 yd recycling	2	2	trash/recycling
43	14928 Inglewood Ave	3 yd	2	2	trash
44	14727 Condon Ave	4 yd	1	1	trash
45	14924 Condon Ave	4 yd	1	1	trash
46	4560 W 154th st	1 yd	1	1	trash
47	15420-28 Grevillea Ave	3 yd	2	2	trash
48	15723 Mansel Ave	3 yd	2	1	trash
49	4535 W 173rd st	1.5 yd	1	1	trash
50	4737 W 173rd St	2 yd	1	1	trash
51	4555 W 173rd St	3 yd	1	1	trash
52	4563 W 173rd St	3 yd	1	1	trash
53	4620 W 172nd St	3 yd	1	2	trash
54	4566 W 172nd St	3 yd	1	2	trash
55	4446 W 172nd St	3 yd trash & 3 yd recycling	2	2	trash/recycling
56	16129 Prairie Ave	3 yd	1	1	trash
57	14920 Hawthorne Blvd	3 yd trash & 3 yd recycling	2	1	trash/recycling
58	14524 Hawthorne Blvd	4 yd trash & 2 yd recycling	2	1	trash/recycling
59	4322 W 145th St	3 yd	1	1	trash
60	4325 W 147th St	4 yd	1	1	trash
61	4331 W 147th St	3 yd	1	1	trash
62	4024 W 147th St	4 yd	1	3	trash
63	4111 W 147th St	3 yd	1	1	trash
64	3530 W 147th St	3 yd trash & 3 yd recycling	3	3	trash/recycling
65	14608 Eastwood Ave	3 yd	1	2	trash
66	14616 Eastwood Ave	3 yd	1	2	trash
67	15007 Lemoli Ave	3 yd	1	3	trash
68	14522 Eastwood Ave	3 yd	1	3	trash
69	4616 W 173rd St	2 yd	1	1	trash
70	4542 W 172nd St	3 yd	2	2	trash
71	4420 W 170th St	2 yd	1	1	trash
72	4434 W 161st St	3 yd	1	1	trash

Row	Address	Container Size	Number of Containers	Pickups per Week	Material Type
73	4616 Manhattan Beach Blvd	2 yd	1	1	trash
74	15625 Grevillea Ave	4 yd	1	1	trash
75	15130 Prairie Ave	3 yd	2	2	trash
76	14607 Avis Ave	3 yd	2	2	trash
77	14600 Osage Ave	3 yd	2	2	trash
78	14814 Inglewood Ave	3 yd	1	1	trash
79	4470 Rosecrans Ave	2 yd	1	1	trash
80	4746 W 173rd St	3 yd	1	2	trash
81	4543 W 173rd St	3 yd	1	1	trash
82	4511 W 173rd St	3 yd trash & 1 yd recycling	2	1	trash/recycling
83	15006 Kingdale Ave	2 yd	1	1	trash
84	14927 Condon Ave	3 yd	1	2	trash
85	14724 Inglewood Ave	3 yd	2	1	trash
86	4726 W 147th St	3 yd	1	1	trash
87	14419 Prairie Ave	1 yd	1	1	trash
88	4013-17 W 145th St	4 yd	1	2	trash
89	4057 W 147th St	3 yd	1	2	trash
90	14605 Osage Ave	3 yd	1	2	trash
91	4170 W 147 St	3 yd trash & 3 yd recycling	3	2	trash/recycling
92	4211 W 147 St	3 yd	1	1	trash
93	15209 Prairie Ave	6 yd	1	2	trash
94	4061-69 Rosecrans Ave	3 yd	1	2	trash
95	4141 Rosecrans Ave	3 yd	1	3	trash
96	4211 Rosecrans Ave	3 yd	1	2	trash
97	4029 Rosecrans Ave	3 yd	1	2	trash
98	15006 Inglewood Ave	3 yd trash & 1.5 yd recycling	2	3	trash/recycling
99	4419 W 162nd St	3 yd	1	2	trash
100	4000 W 164th St	3 yd	2	2	trash
101	4057 W 147th St	3 yd	1	2	trash
102	4067 W 147th St	3 yd	1	1	trash
103	4223 W 147th St	2 yd	1	1	trash
104	4345 W 147th St	3 yd	1	2	trash
105	14611 Larch Ave	4 yd	1	2	trash
106	14612 Larch Ave	3 yd	1	1	trash
107	15317 Hawthorne Blvd	3 yd	1	1	trash
108	4727 Marine Ave	3 yd	1	1	trash
109	14724 Inglewood Ave	3 yd	2	1	trash
110	16006 Inglewood Ave	3 yd	1	2	trash
111	15636 Hawthorne Blvd	3 yd	1	3	trash
112	4345 W 154th St	3 yd	1	2	trash
113	4446 Marine Ave	3 yd	1	1	trash
114	4705 W 173rd St	2 yd	1	1	trash

**HHW and E-Waste Collected From City Facilities**  
**Calendar Year 2017**

<b>Material</b>	<b>Year Ending</b>	<b>Pounds</b>	<b>Total Cost</b>
HHW and E-Waste	12/31/2017	10,483	\$ 2,800.20

**ATTACHMENT 3**  
**RATE PROPOSAL FORMS**

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3-A	Projected Estimated First-Year Rate Revenue
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3-E	Projected Estimated First-Year Commercial and Multi-Family Organics Recycling Rate Revenue
3-F	Projected Estimated First-Year Roll-Off Box and Temporary Bin Rate Revenue
3-G	Projected Rates for Other Services

**PROJECTED ESTIMATED FIRST-YEAR RATE REVENUE**

Proposing Company:  

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	Projected First Year Annual Contractor Rate Revenue	Reference
1	Projected Residential Rate Revenue	\$ -	Attach. 3-B, Row 40
2	Projected Commercial and Multi-Family Refuse Rate Revenue	\$ -	Attach. 3-C, Row 33
3	Projected Commercial and Multi-Family Recycling Rate Revenue	\$ -	Attach. 3-D, Row 25
4	Projected Commercial and Multi-Family Organics Recycling Rate Revenue	\$ -	Attach. 3-E, Row 16
5	Subtotal: Commercial and Multi-Family Rate Revenue	\$ -	Sum Rows 2 through 4
6	Projected Roll-Off Box and Temporary Bin Rate Revenue (1)	\$ -	Attach. 3-F, Row 9
7	<b>Total Annual Estimated First-Year Rate Revenue</b>	<b>\$ -</b>	Sum R1, R5, and R6
8	Estimated Increase for Residential Food Waste Program 1/1/2022	\$ -	Attach. 3-G, Row 3
9	<b>Total Annual Estimated Rate Revenues with Residential Food Waste Program</b>	<b>\$ -</b>	Sum R7 and R8

(1) Excludes revenue from C&D roll-offs, which is outside of the scope of this contract.

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

PROJECTED ESTIMATED FIRST YEAR RESIDENTIAL RATE REVENUE

Proposing Company: \_\_\_\_\_

**Instructions:** Provide rates in blue, bolded boxes and propose the percentage discount for the senior rate reduction on Row 6. The other rates should automatically calculate. Confirm accuracy of calculations.

Row	Service Category	Senior Rate Reduction (%)	Monthly Contractor Rate	# of Units as of October 2018	Monthly Contractor Revenue	Annual Contractor Revenue
1	<b>Curbside Collection - 1x week, one refuse, recycling and organics cart</b>					
2	- 96-gallon refuse cart (1)		\$ 4.00	688 units	\$ 2,752	\$ 33,024
3	- 60-gallon refuse cart - Base Rate			4,422 units	\$ -	\$ -
4	- 35-gallon refuse cart (2)		\$ (4.00)	619 units	\$ (2,476)	\$ (29,712)
5	Total Cart Customers without Senior Rate Reduction			5,729 units	\$ 276	\$ 3,312
6	Senior Rate Reduction: Enter proposed Senior Rate Reduction					
7	- 96-gallon refuse cart		\$ 4.00	21 units	\$ 84	\$ 1,008
8	- 60-gallon refuse cart		\$ -	259 units	\$ -	\$ -
9	- 35-gallon refuse cart		\$ (4.00)	83 units	\$ (332)	\$ (3,984)
10	Total Cart Customers with Senior Rate Reduction			363 units	\$ (248)	\$ (2,976)
11	<b>Additional Cart Rates - Fixed</b>					
12	Additional Refuse Carts - above one					
13	- 96-gallon		\$ 9.30	61 carts	\$ 567	\$ 6,804
14	- 60-gallon		\$ 6.98	140 carts	\$ 977	\$ 11,724
15	- 35-gallon		\$ 4.64	94 carts	\$ 436	\$ 5,232
16	Total Additional Refuse Carts			295	\$ 1,980	\$ 23,760
17	Additional Refuse Carts - above one with Senior Rate Reduction					
18	- 96-gallon		\$ 9.30	- carts	\$ -	\$ -
19	- 60-gallon		\$ 6.98	2 carts	\$ 14	\$ 168
20	- 35-gallon		\$ 4.64	- carts	\$ -	\$ -
21	Total Additional Refuse Carts			2	\$ 14	\$ 168
22	Additional Recycling Carts - above two					
23	- 96-gallon		\$ 2.34	- carts	\$ -	\$ -
24	- 60-gallon		\$ 2.34	- carts	\$ -	\$ -
25	- 35-gallon		\$ 2.34	4 carts	\$ 9	\$ 108
26	Total Additional Recycling Carts			4	\$ 9	\$ 108
27	Additional Recycling Carts - above two with Senior Rate Reduction					
28	- 96-gallon		\$ 2.34	- carts	\$ -	\$ -
29	- 60-gallon		\$ 2.34	- carts	\$ -	\$ -
30	- 35-gallon		\$ 2.34	1 carts	\$ 2	\$ 24
31	Total Additional Recycling Carts			1	\$ 2	\$ 24
32	Additional Organics Carts - above one					
33	- 96-gallon		\$ 2.34	- carts	\$ -	\$ -
34	- 60-gallon		\$ 2.34	115 carts	\$ 269	\$ 3,228
35	Total Additional Organics Carts			115	\$ 269	\$ 3,228
36	Additional Organics Carts - above one with Senior Rate Reduction					
37	- 96-gallon		\$ 2.34	- carts	\$ -	\$ -
38	- 60-gallon		\$ 2.34	5 carts	\$ 12	\$ 144
39	Total Additional Organics Carts			5	\$ 12	\$ 144
40	Projected Total Annual Revenue				\$ 2,314	\$ 27,768

(1) 96-gallon refuse cart rate shall be set \$4.00 per month higher than the proposed 60-gallon rate.

(2) 35-gallon refuse cart rate shall be set \$4.00 per month lower than the proposed 60-gallon rate.

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

**PROJECTED ESTIMATED FIRST-YEAR COMMERCIAL AND MULTI-FAMILY REFUSE RATE REVENUE**

Proposing Company: \_\_\_\_\_

Instructions: Enter proposed rates in blue, bolded boxes. Proposed rate revenue on this page should calculate automatically. Confirm accuracy of calculations.

Proposed Rates							
Row	Container Type/Size	Number of Collections per Week					
		1	2	3	4	5	6
1	96 Gallon Cart - Refuse						
2	1 Cubic Yard - Refuse						
3	1.5 Cubic Yard - Refuse						
4	2 Cubic Yard - Refuse						
5	3 Cubic Yard - Refuse						
6	4 Cubic Yard - Refuse						
7	6 Cubic Yard - Refuse						
8	3 Cubic Yard - Refuse Compactor						
9	4 Cubic Yard - Refuse Compactor						
10	Locking Bin Service - Per Bin						

Service Levels								
Row	Container Type/Size	Number of Collections per Week						Total Containers
		1	2	3	4	5	6	
11	96 Gallon Cart - Refuse	-	-	-	-	-	-	-
12	1 Cubic Yard - Refuse	27	2	1	-	-	-	30
13	1.5 Cubic Yard - Refuse	17	2	2	-	-	1	22
14	2 Cubic Yard - Refuse	95	4	3	1	-	-	103
15	3 Cubic Yard - Refuse	166	83	58	6	1	6	320
16	4 Cubic Yard - Refuse	27	21	22	1	1	5	77
17	6 Cubic Yard - Refuse	1	6	-	-	-	-	7
18	3 Cubic Yard - Refuse Compactor	-	-	-	-	-	-	-
19	4 Cubic Yard - Refuse Compactor	-	-	-	-	-	-	-
20	Locking Bin Service - Per Bin	48	6	4	-	-	4	N/A

Commercial and Multi-Family Refuse Revenue								
Row	Container Type/Size	Number of Collections per Week						Monthly Revenue
		1	2	3	4	5	6	
21	96 Gallon Cart - Refuse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	1 Cubic Yard - Refuse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	1.5 Cubic Yard - Refuse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	2 Cubic Yard - Refuse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	3 Cubic Yard - Refuse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	4 Cubic Yard - Refuse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	6 Cubic Yard - Refuse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	3 Cubic Yard - Refuse Compactor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29	4 Cubic Yard - Refuse Compactor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Locking Bin Service - Per Bin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Projected Monthly Revenue							\$ -
32	Months							12
33	Projected Annual Revenue							\$ -

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

**PROJECTED ESTIMATED FIRST-YEAR COMMERCIAL AND MULTI-FAMILY RECYCLING RATE REVENUE**

Proposing Company: \_\_\_\_\_

**Instructions:** Enter proposed rates in blue, bolded boxes. Proposed rate revenue on this page should calculate automatically. Confirm accuracy of calculations.

Proposed Rates							
Row	Container Type/Size	Number of Collections per Week					
		1	2	3	4	5	6
1	96 Gallon Cart - Recycling						
2	1 Cubic Yard - Recycling						
3	1.5 Cubic Yard - Recycling						
4	2 Cubic Yard - Recycling						
5	3 Cubic Yard - Recycling						
6	4 Cubic Yard - Recycling						
7	6 Cubic Yard - Recycling						

Service Levels								
Row	Container Type/Size	Number of Collections per Week					Total Containers	
		1	2	3	4	5		6
8	96 Gallon Cart - Recycling	70	-	-	-	-	-	70
9	1 Cubic Yard - Recycling	6	-	1	-	-	-	7
10	1.5 Cubic Yard - Recycling	2	-	-	-	-	-	2
11	2 Cubic Yard - Recycling	13	4	-	-	-	-	17
12	3 Cubic Yard - Recycling	19	9	3	-	1	-	32
13	4 Cubic Yard - Recycling	2	-	-	1	-	-	3
14	6 Cubic Yard - Recycling	1	-	-	-	-	-	1
15	<b>Total Containers</b>	113	13	4	1	1	-	132

Commercial and Multi-Family Recycling Revenue								
Row	Container Type/Size	Number of Collections per Week					Monthly Revenue	
		1	2	3	4	5		6
16	96 Gallon Cart - Recycling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	1 Cubic Yard - Recycling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	1.5 Cubic Yard - Recycling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	2 Cubic Yard - Recycling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	3 Cubic Yard - Recycling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	4 Cubic Yard - Recycling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	6 Cubic Yard - Recycling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	<b>Projected Monthly Revenue</b>							\$ -
24	<b>Months</b>							12
25	<b>Projected Annual Revenue</b>							\$ -

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



**PROJECTED ESTIMATED FIRST-YEAR COMMERCIAL AND MULTI-FAMILY ORGANICS RECYCLING RATE REVENUE**

Proposing Company: \_\_\_\_\_

Instructions: Enter proposed rates in blue, bolded boxes. Proposed rate revenue on this page should calculate automatically. Confirm accuracy of calculations.

Proposed Rates						
Row	Container Type/Size	Number of Collections per Week				
		1	2	3	4	5
1	60 Gallon Cart - Organics Recycling		\$ -	\$ -	\$ -	\$ -
2	90 Gallon Cart - Multi-Family Organics Recycling (1)		\$ -	\$ -	\$ -	\$ -
3	1 Cubic Yard - Organics Recycling		\$ -	\$ -	\$ -	\$ -
4	2 Cubic Yard - Organics Recycling		\$ -	\$ -	\$ -	\$ -

Service Levels							
Row	Container Type/Size	Number of Collections per Week					Total Containers
		1	2	3	4	5	
5	60 Gallon Cart - Organics Recycling*	-	48	-	-	-	48
6	90 Gallon Cart - Multi-Family Organics Recycling (1)	4	-	-	3	-	7
7	1 Cubic Yard - Organics Recycling	-	-	-	-	-	-
8	2 Cubic Yard - Organics Recycling	-	-	-	-	-	-
9	<b>Total Containers</b>	4	48	-	3	-	55

\* For purposes of estimating proposed first year rate revenue, there are 48 customers estimated by Republic Services to meet the Tier 3 threshold of AB 1826 and are assumed to require a 60 gallon organics cart serviced 2 times per week.

Commercial and Multi-Family Organics Recycling Revenue							
Row	Container Type/Size	Number of Collections per Week					Monthly Revenue
		1	2	3	4	5	
10	60 Gallon Cart - Organics Recycling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	90 Gallon Cart - Multi-Family Organics Recycling (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	1 Cubic Yard - Organics Recycling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2 Cubic Yard - Organics Recycling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	<b>Projected Monthly Revenue</b>						\$ -
15	<b>Months</b>						12
16	<b>Projected Annual Revenue Organics Recycling</b>						\$ -

(1) Republic Services currently only collects green waste materials from multi-family complexes.

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

**PROJECTED ESTIMATED FIRST-YEAR ROLL-OFF BOX AND TEMPORARY BIN RATE REVENUE<sup>(1)</sup>**

Proposing Company: \_\_\_\_\_ -

Instructions: Enter proposed rates in the blue, bolded boxes. Proposed rate revenue on this page should calculate automatically. Confirm accuracy of calculation.

Row	Container/Service Type	Contractor Rate	Service Count CY 2017	Annual Projected First Year Rate Revenue
1	Standard Permanent Roll-off Box (2)			
2	Regular Refuse - Any Size	<input type="text"/> per pickup	220 pulls (3)	\$ -
3	Regular Recycling - Any Size	<input type="text"/> per pickup	75 pulls (3)	\$ -
4	Lowboy	<input type="text"/> per pickup	1 pulls (3)	\$ -
5	Subtotal: Standard Roll-offs		296	\$ -
6	Compactor Roll-off Box Any Size (150% of Standard Rate) (4)	<input type="text"/> per pickup	N/A	N/A
7	3-yard temp bin - first empty (2)	<input type="text"/> per delivery and dump	2 empties	\$ -
8	3-yard temp bin - additional empties (2)	<input type="text"/> per dump	3 empties	\$ -
9	Annual Rate Revenue			\$ -

- (1) C&D roll-off box service is not exclusive under this franchise.
- (2) Includes container delivery, rental, and disposal.
- (3) Number of pulls provided by Republic Services.
- (4) Excludes compactor rental.

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

PROPOSED RATES FOR OTHER SERVICES

Proposing Company: \_\_\_\_\_ -

Instructions: Enter proposed percentage increases or hourly rates in the blue, bolded boxes. Proposed rate revenue on this page should calculate automatically. Confirm accuracy of calculation.

Row	Service Type	Contractor Rate	Reference/Note
<b><u>Residential Food Waste Program</u></b>			
1	Proposed Residential Rate Revenue	\$ - per year	Attach. 3-B, Row 40
2	Estimated Percent Increase for Residential Food Waste	<input type="text"/>	Enter proposed percentage increase.
3	<b>Additional Rate Revenue for Residential Food Waste Program</b>	\$ - per year	R3 = R1 x R2
<b><u>Other City and Special Services</u></b>			
4	Proposed Special Cleanup Event Rate per Hour - above 96 one hour events per year	<input type="text"/> per hour	Enter proposed cost per hour. See agreement Section 4.4.9.
5	Emergency Services Rates per Hour - one crew and one collection truck	<input type="text"/> per hour	Enter proposed cost per hour. See agreement Exhibit 2.
<b><u>Optional: Door-to-Door Household Hazardous Waste Program</u></b>			
6	Incremental Monthly Cost per Residential Customer	<input type="text"/> per home/mo.	Enter cost per customer.

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

**ATTACHMENT 4**  
**SUPPORTING COST AND OPERATING DATA WORKSHEETS**

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4-A	Projected Revenue Requirement for First Twelve Months of Franchise Agreement
4-B	Projected Routes and Route Hours
4-C	Tonnage Diversion Plan (Excluding Roll-Off C&D)
4-D	Comparison of Rate Revenues and Revenue Requirements

**PROJECTED REVENUE REQUIREMENT FOR THE FIRST TWELVE MONTHS OF FRANCHISE AGREEMENT**

Proposing Company: \_\_\_\_\_

Instructions: Fill in blue, bolded boxes. Confirm accuracy of automatic calculations.

Row		Residential Cart Service					Commercial and Multi-Family Service (Including Temporary Bins)					Rolloff Service	TOTAL ANNUAL REVENUE RQMT
		Refuse	Recyclables	Organics*	Other**	Subtotal	Refuse	Recyclables	Organics	Other**	Subtotal		
1	Operations												
2	Truck Operating Costs (a)												
3	Transfer Station, Transport, MRF costs												
4	Organics Processing Costs												
5	Landfill Disposal Costs												
6	Container Depreciation/ Amortization Costs												
7	Recyclable Material Sales Revenues (b)												
8	<b>Subtotal: Operations Costs</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	<b>% of Operations Costs</b>	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
10	Overhead												
11	General, Administrative and Profit (c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12	Annualized Auditing Fee (d)(c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,857
13	Amortized City Administrative Fee (e)(c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,286
14	Other Costs (c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15	<b>Subtotal: Overhead (c)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,143
16	<b>Subtotal: Operations and Overhead Costs (c)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,143
17	Other Fees												
18	Franchise Fee at 5% (f)(c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	AB 939 Fee (g)(c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,000
20	<b>Subtotal: Other Fees (c)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,000
21	<b>TOTAL REVENUE REQUIREMENT (c)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,143
22	Tons Collected												
23	Operations Cost Per Ton Collected	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	Revenue Requirement per Ton Collected												\$ -

\*Excludes residential food waste program.

\*\*Includes but is not limited to Bulky Item pickups, holiday trees, abandoned items, encampment cleanups, special events and other special services. Proposer to allocate to appropriate category of service.

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

(b) Please enter recyclable material sales revenue as a negative number (to offset the operations costs if applicable). Enter as a positive number if there is a cost to market materials rather than revenue.

(c) Totals and subtotals may not sum exactly due to rounding.

(d) \$70,000 for the first audit, and \$45,000 for each subsequent biennial audit in 2020 dollars. The \$45,000 amount shall be increased annually by the change in CPI. Calculation of \$22,857 = (\$70,000+\$45,000+\$45,000) ÷ 7

(e) \$121,000 over the seven-year term.

(f) 5% of Net Receipts. Calculated as 5% of Row 16.

(g) Lump sum fee of \$170,000 per year adjusted annually by CPI.

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

**PROJECTED ROUTES AND ROUTE HOURS**

Proposing Company: \_\_\_\_\_ -

Instructions: Fill in blue, bolded boxes. Total routes and total route hours per week should calculate automatically. Confirm accuracy of calculations.

Row	Truck Type	# of Truck Routes Per Day						Total Route Days/Week	Hours per Route per Day (1)	Total Route Hours Per Week (2)
		Mon	Tues	Wed	Thurs	Fri	Sat			
1	Residential Refuse							-		-
2	Residential Recycling							-		-
3	Residential Organics							-		-
4	Commercial and Multi-Family Refuse							-		-
5	Commercial and Multi-Family Recycling							-		-
6	Commercial and Multi-Family Organics							-		-
7	Bulky Item Pick-Ups							-		-
8	Bus Stops and Public Container Collection							-		-
9	Abandoned Items/ Abandoned Item Sweeps							-		-
10	Roll-off Box Routes							-		-
11	Other: _____							-		-
12	Other: _____							-		-
13	Other: _____							-		-
14	<b>Total Routes</b>	-	-	-	-	-	-	-		-

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

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

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

**TONNAGE DIVERSION PLAN (EXCLUDING ROLL-OFF C&D)**

Proposing Company: \_\_\_\_\_

**Instructions:** Fill in the blue, bolded boxes. Confirm accuracy of automatic calculations. Proposers must demonstrate how they will reach the proposed required diversion of hauler collected waste. Hauler will contractually commit to reaching the below specified diversion rate, this should be clearly stated in the proposal and must be supported below.

Row	Waste Stream	Annual Tons Collected (from 4A, Row 22)	Annual Tons Diverted				Tons Diverted as % of Tons Collected	
			Commingled Recycling	Organics	Mixed Waste Processing	Other (1)		Total Diverted
1	Residential Refuse	-					-	-
2	Residential Recyclables	-					-	-
3	Residential Organics (Excluding Residential Food Waste)	-					-	-
4	Residential Other	-					-	-
5	Commercial & Multi-Family Refuse	-					-	-
6	Commercial & Multi-Family Recyclables	-					-	-
7	Commercial & Multi-Family Organics	-					-	-
8	Commercial and Multi-Family Other (Including Temporary Bins)	-					-	-
9	Roll-off Service	-					-	-
10	Total	-	-	-	-	-	-	-

(1) Describe "Other" programs below:

Enter: Estimated Incremental Annual Tonnage Diverted Once Residential Food Waste Program is Implemented:

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

COMPARISON OF RATE REVENUES AND REVENUE REQUIREMENTS

Proposing Company: \_\_\_\_\_ -

Instructions: Confirm automatic references and accuracy of automatic calculations.

Row		Residential (Column A)	Commercial and Multi- Family (Column B)	Roll-Off and Temporary (Excluding C&D) (Column C)	Total (Sum of Columns A, B, & C)	Reference
1	Proposed Rate Revenue	\$ -	\$ -	\$ -	\$ -	Attach. 3-A, Row 1,5, and 6
2	Proposed Revenue Requirement	\$ -	\$ -	\$ -	\$ -	Attach. 4-A, Row 21 Subtotals
3	Difference (should be \$0)	\$ -	\$ -	\$ -	\$ -	Row 2 - Row 1

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



## ATTACHMENT 5

### ANTI-COLLUSION AFFIDAVIT

Proposer as a part of this proposal submits the following affidavit:

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says: That he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said proposer; that proposer has not directly or indirectly entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or proposers, the parceling or farming out to any proposer or proposers or other persons of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed Proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the said sealed proposal or proposals are opened.

Deponent further states that the proposer has not been a party to any collusion among proposers in restraint of freedom of competition; by agreement to make a proposal at a fixed price or to refrain from submitting a proposal; or with any City official or employee as to quantity, quality, or price in the prospective contract; or in any discussions between proposers and any City official concerning exchange of money or other things of value for special consideration in the letting of a contract; that the proposer has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of the City directly or indirectly, in the procuring of the award of contract pursuant to this proposal.

Executed under penalty of perjury on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

SIGNED \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

Failure to complete and submit this form will deem the proposer's proposal incomplete and nonconforming.
--

**ATTACHMENT 6**  
**DRAFT INTEGRATED**  
**WASTE MANAGEMENT SERVICES**  
**FRANCHISE AGREEMENT**  
(Includes both Residential and Commercial Services)

**ATTACHMENT 7**  
**JANUARY 1, 2019 RATE SCHEDULE**

**CART CUSTOMER RATES**

<b>Monthly Cart Service Rates – 2019 Rates</b>			
One each Refuse, Recycling, and Yard Waste Cart, rate based upon Refuse Cart size:			
Cart Size:	35-gallon	60-gallon	90-gallon
Standard Service – based upon refuse cart size	\$10.86	\$15.51	\$20.17
Additional Refuse Cart – above one	\$4.64	\$6.98	\$9.30
Additional Recycling Cart – above two	\$2.34	\$2.34	n/a
Additional Yard Waste Cart – above one	n/a	\$2.34	n/a
<b>Other Cart Rates and Services (Charged in Addition to Monthly Cart Service Rates) – 2019 Rates</b>			
Senior Rate Reduction	15%		
Additional Special Overage Pickup for Automated Cart Customers (in excess of two pickups per year)	\$5.80	per pickup	
Single-Family: Additional Bulky Item Pickups (in excess of four free pickups per dwelling unit per year)	\$23.26	per item	
Multi-Family: Additional Bulky Item Pickups (in excess of one free pickups per dwelling unit per year)	\$23.26	per item	
Cart Exchange (after free-exchange period)	\$17.42	per request	
Re-Start Fee – for re-establishing service that was discontinued due to non-payment	\$17.42	per re-start	
Landscaper Yard Waste Disposal – rate per ton at American Waste Transfer Station	\$37.76	per ton	

## BIN CUSTOMER RATES

Monthly Refuse Bin Rates – 2019 Rates							
Container Size	Pickups per week						Extra Pickups (per pickup)
	1	2	3	4	5	6	
1 yard	\$73.33	\$132.00	\$191.40	\$249.34	\$307.99	\$369.59	\$41.76
1.5 yard	\$78.14	\$140.62	\$203.91	\$265.60	\$328.13	\$393.74	\$43.41
2-yard	\$91.67	\$165.00	\$239.25	\$311.65	\$384.98	\$462.00	\$45.04
3-yard	\$108.75	\$195.75	\$283.83	\$369.75	\$456.73	\$548.08	\$48.35
3-yard w/ compactor	\$218.73	\$393.74	\$570.92	\$743.74	\$918.73	\$1,102.50	\$75.00
4-yard	\$134.99	\$243.00	\$352.34	\$458.99	\$566.98	\$680.37	\$51.64
4-yard w/ compactor	\$249.99	\$449.99	\$652.49	\$849.97	\$1,049.98	\$1,259.96	\$84.89
6-yard	\$152.49	\$274.48	\$398.00	\$518.49	\$640.48	\$768.57	\$58.26

Monthly Recycling Bin and Cart Rates – 2019 Rates							
Container Size	Pickups per week						Extra Pickups (per pickup)
	1	2	3	4	5	6	
96-gallon	\$19.04	\$38.09	\$57.14	\$76.19	\$95.23	\$114.28	\$16.48
1 yard	\$27.78	\$55.55	\$83.33	\$111.12	\$138.88	\$166.67	\$21.99
1.5 yard	\$31.25	\$62.49	\$93.75	\$125.00	\$156.24	\$187.48	\$21.99
2-yard	\$33.32	\$66.66	\$100.00	\$133.33	\$166.67	\$199.99	\$21.99
3-yard	\$35.71	\$71.45	\$107.15	\$142.87	\$178.55	\$214.28	\$21.99
4-yard	\$42.88	\$85.70	\$128.58	\$171.42	\$214.28	\$257.12	\$21.99
6-yard	\$50.00	\$100.00	\$149.99	\$199.99	\$249.99	\$300.00	\$21.99

## TEMPORARY BIN AND ROLL-OFF BOX RATES

Temporary Bin Services Rates – 2019 Rates	Rate
3-yard Temporary Bin – First Empty	\$136.20
3-yard Temporary Bin – Additional Empties	\$108.75

Roll-off Box Charges – 2019 Rates	Rate
Standard Roll-Off Box – Rate per pull (including container rental and disposal)	
Refuse – Any Size	\$434.08
Recycling	\$164.87
Low Boy	\$434.08
Compactor Roll-Off Box – Rate per pull (excluding compactor rental)	
Refuse – Any Size	150% of Standard Rate
Use in Excess of 7 days	\$10.99 /day
Overweight Charge (per ton over 10 tons)	Additional 50% Above Actual Disposal Rate
Roll-Off Box Cleaning (above one per year)	\$109.90
Redelivery/Return Trip Fee	\$54.96

**OTHER BIN SERVICE RATES AND ADDITIONAL SERVICE CHARGES**

<b>Other Bin Service Rates – Per Month – 2019 Rates</b>						
<b>Bin Service</b>	<b>Pickups per week</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Locking Bin Service – Per Bin</b>	<b>\$5.69</b>	<b>\$11.40</b>	<b>\$17.10</b>	<b>\$22.78</b>	<b>\$28.48</b>	<b>\$34.19</b>

<b>Additional Service Charges - 2019 Rates</b>	<b>Rate Per Service</b>
<b>Bin Cleaning</b>	<b>\$51.29 per cleaning</b>
<b>Bin Overage Fee (following one written warning)</b>	<b>\$39.88 per pickup</b>
<b>Return Trip Fee</b>	<b>\$39.88 per trip</b>
<b>Emergency Service Rates – one crew and one collection truck</b>	<b>\$96.87 per hour</b>

**ATTACHMENT 8**  
**COMMERCIAL, MULTI-FAMILY AND INDUSTRIAL SERVICE LEVEL LIST**

ATTACHMENT 8A  
CITY OF LAWDALE  
List of Commercial and Multi-Family Customers  
As of Calendar Year 2017

Site Address	Site Address 2	Site City	Zip Code	Shared Container (Y/N)	Account Type	Container Owned by the Customer (Y/N)	Container Type	Container Description	Container Quantity	Compactor	Container Size in Cubic Yards	On-Call Container	Total Lifts	Yards/Week	Frequency/Week
4211 ROSECRANS AVE		LAWDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4211 ROSECRANS AVE		LAWDALE	90260	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	4	0	2
14924 CONDON AVE		LAWDALE	90260-1215	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
14924 CONDON AVE		LAWDALE	90260-1215	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
14608 EASTWOOD AVE		LAWDALE	90260-1718	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14608 EASTWOOD AVE		LAWDALE	90260-1718	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	2	0	1
14612 LARCH AVE		LAWDALE	90260-1643	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14612 LARCH AVE		LAWDALE	90260-1643	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	2	0	1
4311 W ROSECRANS AVE		HAWTHORNE	90250-7115	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4311 W ROSECRANS AVE		HAWTHORNE	90250-7115	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
15123 GREVILLEA AVE		LAWDALE	90260-2017	N	P	N	FL	FRONT LOAD TRASH	2		3	N	2	6	1
4554 W ROSECRANS AVE		LAWDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4540 W 173RD ST		LAWDALE	90260-3464	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15133 GREVILLEA AVE		LAWDALE	90260-2017	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14929 PRAIRIE AVE		LAWDALE	90260-1837	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4324 W 160TH ST		LAWDALE	90260-2663	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
16111 PRAIRIE AVE		LAWDALE	90260-2743	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
16111 PRAIRIE AVE		LAWDALE	90260-2743	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
16111 PRAIRIE AVE		LAWDALE	90260-2743	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
15209 PRAIRIE AVE		LAWDALE	90260-2236	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
15209 PRAIRIE AVE		LAWDALE	90260-2236	N	P	N	FL	FRONT LOAD TRASH	1		6	N	2	12	2
16119 PRAIRIE AVE		LAWDALE	90260-2744	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16119 PRAIRIE AVE		LAWDALE	90260-2744	N	P	N	FR	FRONT LOAD RECYCLE	1		1	N	1	1	1
14616 GREVILLEA AVE		LAWDALE	90260-1453	N	T	N	FL	FRONT LOAD TRASH	1		3	Y	0	0	0
16812 HAWTHORNE BLVD		LAWDALE	90260-3218	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4525 W ROSECRANS AVE	CITY OF LAW	HAWTHORNE	90250-6935	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15207 HAWTHORNE BLVD		LAWDALE	90260-2139	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
15621 SOMBRA AVE		LAWDALE	90260-2611	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15900 HAWTHORNE BLVD		LAWDALE	90260-2644	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
4621 W ROSECRANS AVE		LAWDALE	90260-6840	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15626 HAWTHORNE BLVD		LAWDALE	90260-2638	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
14306 MANSEL AVE		LAWDALE	90260-1353	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4457 MANHATTAN BEACH BLVD		LAWDALE	90260-2037	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4457 MANHATTAN BEACH BLVD		LAWDALE	90260-2037	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
14616 EASTWOOD AVE		LAWDALE	90260-1700	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
14616 EASTWOOD AVE		LAWDALE	90260-1700	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
15723 MANSEL AVE		LAWDALE	90260-2049	N	P	N	FL	FRONT LOAD TRASH	2		3	N	2	6	1
15723 MANSEL AVE		LAWDALE	90260-2049	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	2	0	1
4211 W 147TH ST		LAWDALE	90260-1654	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4211 W 147TH ST		LAWDALE	90260-1654	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4229 W ROSECRANS AVE		HAWTHORNE	90250-7275	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4229 W ROSECRANS AVE		HAWTHORNE	90250-7275	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
4141 ROSECRANS AVE		LAWDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4141 ROSECRANS AVE		LAWDALE	90260	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	6	0	3
4141 ROSECRANS AVE		LAWDALE	90260	N	P	N	RC	RECYCLE CART	3		0.48	N	3	1.44	1
14511 HAWTHORNE BLVD		LAWDALE	90260-1520	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4562 MANHATTAN BEACH BLVD		LAWDALE	90260-2040	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15003 LARCH AVE		LAWDALE	90260-1637	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15003 LARCH AVE		LAWDALE	90260-1637	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4422 W 172ND ST		LAWDALE	90260-3491	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4422 W 172ND ST		LAWDALE	90260-3491	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
4422 W 172ND ST		LAWDALE	90260-3491	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
4422 W 172ND ST		LAWDALE	90260-3491	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
14525 LARCH AVE		LAWDALE	90260-1644	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14525 LARCH AVE		LAWDALE	90260-1644	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
14525 LARCH AVE		LAWDALE	90260-1644	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4107 MARINE AVE		LAWDALE	90260-1750	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4625 MANHATTAN BEACH BLVD		LAWDALE	90260-2546	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16724 HAWTHORNE BLVD		LAWDALE	90260-3243	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1



ATTACHMENT 8A  
CITY OF LAWNSDALE  
List of Commercial and Multi-Family Customers  
As of Calendar Year 2017

Site Address	Site Address 2	Site City	Zip Code	Shared Container (Y/N)	Account Type	Container Owned by the Customer (Y/N)	Container Type	Container Description	Container Quantity	Compactor	Container Size in Cubic Yards	On-Call Container	Total Lifts	Yards/Week	Frequency/Week
4341 W 163RD ST		LAWNSDALE	90260-2918	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4415 W 165TH ST		LAWNSDALE	90260-2908	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15231 PRAIRIE AVE		LAWNSDALE	90260-2217	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
14727 PRAIRIE AVE		LAWNSDALE	90260-1832	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4726 W 147TH ST		LAWNSDALE	90260-1320	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4726 W 147TH ST		LAWNSDALE	90260-1320	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
16406 HAWTHORNE BLVD		LAWNSDALE	90260-2913	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16404 HAWTHORNE BLVD		LAWNSDALE	90260-2913	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15308 INGLEWOOD AVE		LAWNSDALE	90260-1945	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4110 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2259	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4335 W 168TH ST		LAWNSDALE	90260-3317	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4114 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2246	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4514 MARINE AVE		LAWNSDALE	90260-1445	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16418 HAWTHORNE BLVD		LAWNSDALE	90260-2913	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15823 PRAIRIE AVE		LAWNSDALE	90260-2711	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15722 FREEMAN AVE		LAWNSDALE	90260-2603	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15722 FREEMAN AVE		LAWNSDALE	90260-2603	N	P	N	YC	YARDWASTE CART	1		0.48	N	1	0.48	1
15714 GREVILLEA AVE		LAWNSDALE	90260-2026	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4567 W 159TH ST		LAWNSDALE	90260-2557	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4567 W 159TH ST		LAWNSDALE	90260-2557	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4567 W 159TH ST		LAWNSDALE	90260-2557	N	P	N	FR	FRONT LOAD RECYCLE	1		1	N	1	1	1
14600 OSAGE AVE		LAWNSDALE	90260-1762	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14600 OSAGE AVE		LAWNSDALE	90260-1762	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
15201 GREVILLEA AVE		LAWNSDALE	90260-2019	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4321 ROSECRANS AVE		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14705 PRAIRIE AVE		LAWNSDALE	90260-1831	N	P	N	FR	FRONT LOAD RECYCLE	1		1	N	1	1	1
14705 PRAIRIE AVE		LAWNSDALE	90260-1831	N	P	N	FL	FRONT LOAD TRASH	1		1	N	2	2	2
14523 HAWTHORNE BLVD		LAWNSDALE	90260-1520	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15006 KINGSDALE AVE		LAWNSDALE	90260-1400	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
15006 KINGSDALE AVE		LAWNSDALE	90260-1400	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4057 W 147TH ST		LAWNSDALE	90260-1864	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4057 W 147TH ST		LAWNSDALE	90260-1864	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4507 ARTESIA BLVD		LAWNSDALE	90260-3725	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
4315 W 145TH ST		LAWNSDALE	90260-1542	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4315 W 145TH ST		LAWNSDALE	90260-1542	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
4315 W 145TH ST		LAWNSDALE	90260-1542	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
4315 W 145TH ST		LAWNSDALE	90260-1542	N	P	N	YC	YARDWASTE CART	1		0.32	N	1	0.32	1
4201 REDONDO BEACH BLVD		LAWNSDALE	90260-3341	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14410 HAWTHORNE BLVD		LAWNSDALE	90260-1517	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4637 W 159TH ST		LAWNSDALE	90260-2516	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14814 HAWTHORNE BLVD		LAWNSDALE	90260-1525	N	P	N	FL	FRONT LOAD TRASH	2		3	N	12	36	6
14531 FREEMAN AVE		LAWNSDALE	90260-1647	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14531 FREEMAN AVE		LAWNSDALE	90260-1647	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
16809 PRAIRIE AVE		LAWNSDALE	90260-3009	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16701 HAWTHORNE BLVD		LAWNSDALE	90260-3244	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4500 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2040	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4311 W 147TH ST		LAWNSDALE	90260-1552	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
4311 W 147TH ST		LAWNSDALE	90260-1552	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4748 W 173RD ST		LAWNSDALE	90260-3148	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4752 W 159TH ST		LAWNSDALE	90260-2503	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4568 W 173RD ST		LAWNSDALE	90260-3488	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14715 CONDON AVE		LAWNSDALE	90260-1207	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14715 CONDON AVE		LAWNSDALE	90260-1207	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4727 ARTESIA BLVD		LAWNSDALE	90260-3118	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14528 AVIS AVE		LAWNSDALE	90260-1850	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14528 AVIS AVE		LAWNSDALE	90260-1850	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4620 W 172ND ST		LAWNSDALE	90260-3713	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4620 W 172ND ST		LAWNSDALE	90260-3713	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4543 W 173RD ST		LAWNSDALE	90260-3425	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1

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CITY OF LAWNSDALE  
List of Commercial and Multi-Family Customers  
As of Calendar Year 2017

Site Address	Site Address 2	Site City	Zip Code	Shared Container (Y/N)	Account Type	Container Owned by the Customer (Y/N)	Container Type	Container Description	Container Quantity	Compactor	Container Size in Cubic Yards	On-Call Container	Total Lifts	Yards/Week	Frequency/Week
4543 W 173RD ST		LAWNSDALE	90260-3425	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
14609 AVIS AVE		LAWNSDALE	90260-1817	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4555 W 173RD ST		LAWNSDALE	90260-3429	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4555 W 173RD ST		LAWNSDALE	90260-3429	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4539 W ROSECRANS AVE		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4024 W 147TH ST		LAWNSDALE	90260-1843	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
4024 W 147TH ST		LAWNSDALE	90260-1843	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
4435 W 153RD ST		LAWNSDALE	90260-2002	N	P	N	FL	FRONT LOAD TRASH	2		4	N	6	24	3
14627 PRAIRIE AVE		LAWNSDALE	90260-1830	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4566 W 172ND ST		LAWNSDALE	90260-3722	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4566 W 172ND ST		LAWNSDALE	90260-3722	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
16313 PRAIRIE AVE		LAWNSDALE	90260-3008	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4626 W 173RD ST		LAWNSDALE	90260-3436	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
4009 W ROSECRANS AVE		HAWTHORNE	90250-7913	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
14431 HAWTHORNE BLVD		LAWNSDALE	90260-1518	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4044 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2239	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15721 FREEMAN AVE		LAWNSDALE	90260-2605	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14801 OSAGE AVE		LAWNSDALE	90260-1735	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
14920 HAWTHORNE BLVD		LAWNSDALE	90260-1501	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14920 HAWTHORNE BLVD		LAWNSDALE	90260-1501	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
14920 HAWTHORNE BLVD		LAWNSDALE	90260-1501	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
14920 HAWTHORNE BLVD		LAWNSDALE	90260-1501	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4419 W 162ND ST		LAWNSDALE	90260-2945	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4419 W 162ND ST		LAWNSDALE	90260-2945	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4616 W 173RD ST		LAWNSDALE	90260-3701	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4616 W 173RD ST		LAWNSDALE	90260-3701	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
14423 LARCH AVE		LAWNSDALE	90260-1640	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14423 LARCH AVE		LAWNSDALE	90260-1640	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4604 W 173RD ST		LAWNSDALE	90260-3443	N	P	N	FL	FRONT LOAD TRASH	1		2	N	3	6	3
4163 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2257	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14928 INGLEWOOD AVE		LAWNSDALE	90260-1213	N	P	N	FL	FRONT LOAD TRASH	2		3	N	6	18	3
14928 INGLEWOOD AVE		LAWNSDALE	90260-1213	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	6	0	3
14530 FREEMAN AVE		LAWNSDALE	90260-1600	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
14530 FREEMAN AVE		LAWNSDALE	90260-1600	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
14611 LARCH AVE		LAWNSDALE	90260-1642	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
14611 LARCH AVE		LAWNSDALE	90260-1642	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4040 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2238	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15221 LARCH AVE		LAWNSDALE	90260-2143	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15927 PRAIRIE AVE		LAWNSDALE	90260-2755	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4219 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2600	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15724 CONDON AVE		LAWNSDALE	90260-2531	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15321 HAWTHORNE BLVD		LAWNSDALE	90260-2168	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
15321 HAWTHORNE BLVD		LAWNSDALE	90260-2168	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
14926 HAWTHORNE BLVD		LAWNSDALE	90260-1557	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
14926 HAWTHORNE BLVD		LAWNSDALE	90260-1557	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
14926 HAWTHORNE BLVD		LAWNSDALE	90260-1557	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4170 W 147TH ST		LAWNSDALE	90260-1779	N	P	N	FL	FRONT LOAD TRASH	2		3	N	4	12	2
4170 W 147TH ST		LAWNSDALE	90260-1779	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
4170 W 147TH ST		LAWNSDALE	90260-1779	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	4	0	2
4170 W 147TH ST		LAWNSDALE	90260-1779	N	P	N	YC	YARDWASTE CART	1		0.32	N	1	0.32	1
16502 HAWTHORNE BLVD		LAWNSDALE	90260-2915	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15021 BURIN AVE		LAWNSDALE	90260-1440	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
15342 HAWTHORNE BLVD		LAWNSDALE	90260-2152	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
17217 GREVILLEA AVE		LAWNSDALE	90260-3479	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
17217 GREVILLEA AVE		LAWNSDALE	90260-3479	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
15901 HAWTHORNE BLVD		LAWNSDALE	90260-2655	N	P	N	FL	FRONT LOAD TRASH	1		3	N	5	15	5
4342 W 164TH ST		LAWNSDALE	90260-2944	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4237 REDONDO BEACH BLVD		LAWNSDALE	90260-3341	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
4019 ROSECRANS AVE		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1

ATTACHMENT 8A  
CITY OF LAWNSDALE  
List of Commercial and Multi-Family Customers  
As of Calendar Year 2017

Site Address	Site Address 2	Site City	Zip Code	Shared Container (Y/N)	Account Type	Container Owned by the Customer (Y/N)	Container Type	Container Description	Container Quantity	Compactor	Container Size in Cubic Yards	On-Call Container	Total Lifts	Yards/Week	Frequency/Week
4505 W ROSECRANS AVE		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15714 HAWTHORNE BLVD		LAWNSDALE	90260-2640	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15025 HAWTHORNE BLVD		LAWNSDALE	90260-1504	N	P	N	FL	FRONT LOAD TRASH	1		3	N	4	12	4
15001 CONDON AVE		LAWNSDALE	90260-1254	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
15001 CONDON AVE		LAWNSDALE	90260-1254	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
16927 HAWTHORNE BLVD		LAWNSDALE	90260-3216	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4552 W ROSECRANS AVE		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16615 HAWTHORNE BLVD		LAWNSDALE	90260-3242	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
15643 HAWTHORNE BLVD		LAWNSDALE	90260-2639	N	P	N	FL	FRONT LOAD TRASH	3		3	N	12	36	4
15643 HAWTHORNE BLVD		LAWNSDALE	90260-2639	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	3		0	N	12	0	4
14323 HAWTHORNE BLVD		LAWNSDALE	90260-1516	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
15430 HAWTHORNE BLVD		LAWNSDALE	90260-2150	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
15430 HAWTHORNE BLVD		LAWNSDALE	90260-2150	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
16700 HAWTHORNE BLVD		LAWNSDALE	90260-3243	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
4925 MARINE AVE		LAWNSDALE	90260-1250	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15624 INGLEWOOD AVE		LAWNSDALE	90260-2543	N	P	N	FL	FRONT LOAD TRASH	3		4	N	18	72	6
14727 HAWTHORNE BLVD		LAWNSDALE	90260-1532	N	P	N	FL	FRONT LOAD TRASH	2		4	N	2	8	1
14727 HAWTHORNE BLVD		LAWNSDALE	90260-1532	N	P	N	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	4	0	1
4901 MARINE AVE		LAWNSDALE	90260-1250	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4471 W ROSECRANS AVE		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4607 ARTESIA BLVD		LAWNSDALE	90260-3467	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4607 ARTESIA BLVD		LAWNSDALE	90260-3467	N	P	N	FR	FRONT LOAD RECYCLE	1		1	N	1	1	1
4703 ARTESIA BLVD		LAWNSDALE	90260-3125	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4527A W ROSECRANS AVE		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14805 HAWTHORNE BLVD		LAWNSDALE	90260-1548	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
15901 HAWTHORNE BLVD		LAWNSDALE	90260-2655	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	5	15	4
4560 W 154TH ST		LAWNSDALE	90260-1927	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4560 W 154TH ST		LAWNSDALE	90260-1927	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4716 W 153RD PL		LAWNSDALE	90260-1941	N	P	N	FL	FRONT LOAD TRASH	2		1.5	N	6	9	3
15611 CONDON AVE		LAWNSDALE	90260-2530	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
15611 CONDON AVE		LAWNSDALE	90260-2530	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
15708 INGLEWOOD AVE		LAWNSDALE	90260-2544	N	P	N	FL	FRONT LOAD TRASH	4		3	N	12	36	3
15922 INGLEWOOD AVE		LAWNSDALE	90260-2509	N	P	N	FR	FRONT LOAD RECYCLE	1		1	N	1	1	1
4435 W 153RD ST	**RECYCLE*	LAWNSDALE	90260-2002	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
15342 HAWTHORNE BLVD		LAWNSDALE	90260-2152	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	3	9	3
4461 W ROSECRANS AVE		HAWTHORNE	90250-6933	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
14527 AVIS AVE		LAWNSDALE	90260-1853	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	2	0	1
14527 AVIS AVE		LAWNSDALE	90260-1853	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15000 HAWTHORNE BLVD		LAWNSDALE	90260-1503	N	P	N	FL	FRONT LOAD TRASH	2		3	N	4	12	2
15725-35 HAWTHORNE BLVD		LAWNSDALE	90260-2651	N	P	N	FL	FRONT LOAD TRASH	2		3	N	6	18	3
15725-35 HAWTHORNE BLVD		LAWNSDALE	90260-2651	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	3	9	3
15725-35 HAWTHORNE BLVD		LAWNSDALE	90260-2651	N	P	N	FO		1		1	N	2	2	2
14507 HAWTHORNE BLVD		LAWNSDALE	90260-1520	N	P	N	FL	FRONT LOAD TRASH	1		4	N	4	16	4
14507 HAWTHORNE BLVD		LAWNSDALE	90260-1520	N	P	N	YC	YARDWASTE CART	3		0.48	N	12	5.76	2
4111 W 147TH ST		LAWNSDALE	90260-1766	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4111 W 147TH ST		LAWNSDALE	90260-1766	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4048 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2240	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4535 W 173RD ST		LAWNSDALE	90260-3422	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
4535 W 173RD ST		LAWNSDALE	90260-3422	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
17100 HAWTHORNE BLVD		LAWNSDALE	90260-3303	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
17100 HAWTHORNE BLVD		LAWNSDALE	90260-3303	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
4008 ROSECRANS BLVD		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
15209 GREVILLEA AVE		LAWNSDALE	90260-2019	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16216 HAWTHORNE BLVD		LAWNSDALE	90260-2933	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
17001 HAWTHORNE BLVD		LAWNSDALE	90260-3302	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16024 INGLEWOOD AVE		LAWNSDALE	90260-2510	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4809 MARINE AVE		LAWNSDALE	90260-1249	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4949 MARINE AVE		LAWNSDALE	90260-1250	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14404-08 HAWTHORNE		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	2		2	N	6	12	3

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4716 MARINE AVE		LAWNSDALE	90260-1247	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4738 MARINE AVE		LAWNSDALE	90260-1247	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14900 HAWTHORNE BLVD		LAWNSDALE	90260-1501	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
15020 INGLEWOOD AVE		LAWNSDALE	90260-1231	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14327 PRAIRIE AVE		LAWNSDALE	90260-1827	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
16901 HAWTHORNE BLVD		LAWNSDALE	90260-3216	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
15733-35 HAWTHORNE BLVD		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	2		3	N	6	18	3
15210 INGLEWOOD AVE		LAWNSDALE	90260-1912	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15630 CONDON AVE		LAWNSDALE	90260-2529	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4612 W 173RD ST		LAWNSDALE	90260-3445	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
17226-1730 GREVILLEA AVE		LAWNSDALE	90260-3471	N	P	N	FL	FRONT LOAD TRASH	3		3	N	9	27	3
14516-28 BURIN AVE		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4745 W 173RD ST		LAWNSDALE	90260-3141	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4532-34 173RD ST		LAWNSDALE	90260-3420	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14428 HAWTHORNE BLVD		LAWNSDALE	90260-1536	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4737 W 173RD ST		LAWNSDALE	90260-3122	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4737 W 173RD ST		LAWNSDALE	90260-3122	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4705 W 152ND ST		LAWNSDALE	90260-1954	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4325 W 147TH ST		LAWNSDALE	90260-1551	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
4325 W 147TH ST		LAWNSDALE	90260-1551	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
16926 HAWTHORNE BLVD		LAWNSDALE	90260-3215	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14607 AVIS AVE		LAWNSDALE	90260-1844	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14607 AVIS AVE		LAWNSDALE	90260-1844	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
15424 HAWTHORNE BLVD		LAWNSDALE	90260-2153	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15424 HAWTHORNE BLVD		LAWNSDALE	90260-2153	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
15120 HAWTHORNE BLVD		LAWNSDALE	90260-2136	N	P	N	FL	FRONT LOAD TRASH	2		3	N	6	18	3
15202 HAWTHORNE BLVD		LAWNSDALE	90260-2138	N	P	N	FL	FRONT LOAD TRASH	3		3	N	9	27	3
4023 MARINE AVE		LAWNSDALE	90260-1840	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16310 HAWTHORNE BLVD		LAWNSDALE	90260-2911	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
15333 HAWTHORNE BLVD		LAWNSDALE	90260-2102	N	P	N	FL	FRONT LOAD TRASH	1		4	N	5	20	5
15734 HAWTHORNE BLVD		LAWNSDALE	90260-2640	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4705-4711 ARTESIA BLVD		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4732 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2549	N	P	N	FL	FRONT LOAD TRASH	2		3	N	2	6	1
14808 HAWTHORNE BLVD		LAWNSDALE	90260-1525	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14814 INGLEWOOD AVE		LAWNSDALE	90260-1289	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
14814 INGLEWOOD AVE		LAWNSDALE	90260-1289	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14522 EASTWOOD AVE		LAWNSDALE	90260-1767	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
14522 EASTWOOD AVE		LAWNSDALE	90260-1767	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
4022 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2237	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4634 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2545	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15020 HAWTHORNE BLVD		LAWNSDALE	90260-1543	N	P	N	FL	FRONT LOAD TRASH	1		6	N	2	12	2
16129 PRAIRIE AVE		LAWNSDALE	90260-2759	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
16129 PRAIRIE AVE		LAWNSDALE	90260-2759	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14539 HAWTHORNE BLVD		LAWNSDALE	90260-1520	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15548 INGLEWOOD AVE		LAWNSDALE	90260-2542	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14701 HAWTHORNE BLVD		LAWNSDALE	90260-1532	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14701 HAWTHORNE BLVD		LAWNSDALE	90260-1532	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
4174 MARINE AVE		LAWNSDALE	90260-1780	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
17124 HAWTHORNE BLVD		LAWNSDALE	90260-3303	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16900 HAWTHORNE BLVD		LAWNSDALE	90260-3215	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16819 HAWTHORNE BLVD		LAWNSDALE	90260-3219	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16306 HAWTHORNE BLVD		LAWNSDALE	90260-2911	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
17070 HAWTHORNE BLVD		LAWNSDALE	90260-3301	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4708 MARINE AVE		LAWNSDALE	90260-1247	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14609 FREEMAN AVE		LAWNSDALE	90260-1650	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
14609 FREEMAN AVE		LAWNSDALE	90260-1650	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
4565 ARTESIA BLVD		LAWNSDALE	90260-3466	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16221 HAWTHORNE BLVD		LAWNSDALE	90260-2934	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4727 MARINE AVE		LAWNSDALE	90260-1248	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1

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4727 MARINE AVE		LAWNSDALE	90260-1248	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
16301 HAWTHORNE BLVD		LAWNSDALE	90260-2912	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
14500 HAWTHORNE BLVD		LAWNSDALE	90260-1519	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
14500 HAWTHORNE BLVD		LAWNSDALE	90260-1519	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
4015 REDONDO BEACH BLVD		LAWNSDALE	90260-3010	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16515 HAWTHORNE BLVD		LAWNSDALE	90260-2916	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16515 HAWTHORNE BLVD		LAWNSDALE	90260-2916	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1
4415 W 168TH ST		LAWNSDALE	90260-3201	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4322 W 145TH ST		LAWNSDALE	90260-1540	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4322 W 145TH ST		LAWNSDALE	90260-1540	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4525 ARTESIA BLVD		LAWNSDALE	90260-3466	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4195 REDONDO BEACH BLVD		LAWNSDALE	90260-3340	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
15205 GREVILLEA AVE		LAWNSDALE	90260-2019	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16401 HAWTHORNE BLVD		LAWNSDALE	90260-2914	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	2	4	2
15805 PRAIRIE AVE		LAWNSDALE	90260-2711	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
4575 ARTESIA BLVD		LAWNSDALE	90260-3466	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
4301 REDONDO BEACH BLVD		LAWNSDALE	90260-3342	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4511 W 173RD ST		LAWNSDALE	90260-3418	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4511 W 173RD ST		LAWNSDALE	90260-3418	N	P	N	FR	FRONT LOAD RECYCLE	1		1	N	1	1	1
4511 W 173RD ST		LAWNSDALE	90260-3418	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4941 MARINE AVE		LAWNSDALE	90260-1250	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4414 W 165TH ST		LAWNSDALE	90260-2923	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14511 LARCH AVE		LAWNSDALE	90260-1667	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
14511 LARCH AVE		LAWNSDALE	90260-1667	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4507 W 173RD ST		LAWNSDALE	90260-3489	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4507 W 173RD ST		LAWNSDALE	90260-3489	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
17129 HAWTHORNE BLVD		LAWNSDALE	90260-3304	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
17111 HAWTHORNE BLVD		LAWNSDALE	90260-3304	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4333 W 147TH ST		LAWNSDALE	90260-1510	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4440 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2036	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4207 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2617	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14727 CONDON AVE		LAWNSDALE	90260-1272	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
14727 CONDON AVE		LAWNSDALE	90260-1272	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
15606 HAWTHORNE BLVD		LAWNSDALE	90260-2638	N	P	N	FL	FRONT LOAD TRASH	1		3	N	6	18	6
15606 HAWTHORNE BLVD		LAWNSDALE	90260-2638	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	3	9	3
14724 INGLEWOOD AVE		LAWNSDALE	90260-1255	N	P	N	FL	FRONT LOAD TRASH	2		3	N	4	12	2
14724 INGLEWOOD AVE		LAWNSDALE	90260-1255	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	4	0	2
14724 INGLEWOOD AVE		LAWNSDALE	90260-1255	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
14724 INGLEWOOD AVE		LAWNSDALE	90260-1255	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
15616 INGLEWOOD AVE		LAWNSDALE	90260-2543	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
4151 REDONDO BEACH BLVD		LAWNSDALE	90260-3340	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16002 HAWTHORNE BLVD		LAWNSDALE	90260-2646	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4475 W ROSECRANS AVE	CITY OF LAW	HAWTHORNE	90250-6933	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
16503 HAWTHORNE BLVD		LAWNSDALE	90260-2916	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14327 HAWTHORNE BLVD		LAWNSDALE	90260-1516	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4145 MARINE AVE		LAWNSDALE	90260-1752	N	P	N	CA	TRASH CART	1		0.48	N	1	0.48	1
4101 W ROSECRANS AVE	(LAWNSDALE)	HAWTHORNE	90250-7200	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4101 W ROSECRANS AVE	(LAWNSDALE)	HAWTHORNE	90250-7200	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1
15217 GREVILLEA AVE		LAWNSDALE	90260-2019	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4553 W 159TH ST		LAWNSDALE	90260-2568	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
4553 W 159TH ST		LAWNSDALE	90260-2568	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
14501 PRAIRIE AVE		LAWNSDALE	90260-1829	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4330 MARINE AVE		LAWNSDALE	90260-1533	N	P	N	FL	FRONT LOAD TRASH	1		2	N	4	8	4
16618 HAWTHORNE BLVD		LAWNSDALE	90260-3241	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4055 ROSECRANS AVE W		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16128 HAWTHORNE BLVD		LAWNSDALE	90260-2931	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4623 ARTESIA BLVD	#5	LAWNSDALE	90260-3423	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4420 W 170TH ST		LAWNSDALE	90260-3203	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4420 W 170TH ST		LAWNSDALE	90260-3203	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1

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4460 W ROSECRANS AVE		HAWTHORNE	90250-6934	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4460 W ROSECRANS AVE		HAWTHORNE	90250-6934	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
17023 HAWTHORNE BLVD		LAWNSDALE	90260-3302	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
15106 HAWTHORNE BLVD		LAWNSDALE	90260-2136	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
4749 ARTESIA BLVD		LAWNSDALE	90260-3125	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4539 W 173RD ST		LAWNSDALE	90260-3424	N	P	N	FL	FRONT LOAD TRASH	1		1	N	3	3	3
4539 W 173RD ST		LAWNSDALE	90260-3424	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
17007 HAWTHORNE BLVD		LAWNSDALE	90260-3302	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4351 W ROSECRANS AVE		HAWTHORNE	90250-7120	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4351 W ROSECRANS AVE		HAWTHORNE	90250-7120	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
16505 HAWTHORNE BLVD		LAWNSDALE	90260-2916	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4020 MARINE AVE		LAWNSDALE	90260-1839	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
15903 PRAIRIE AVE		LAWNSDALE	90260-2700	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
15603 HAWTHORNE BLVD		LAWNSDALE	90260-2639	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4141 REDONDO BEACH BLVD		LAWNSDALE	90260-3340	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16817 PRAIRIE AVE		LAWNSDALE	90260-3009	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4537 ARTESIA BLVD		LAWNSDALE	90260-3466	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
14419 PRAIRIE AVE		LAWNSDALE	90260-1828	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
14419 PRAIRIE AVE		LAWNSDALE	90260-1828	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
16804 HAWTHORNE BLVD		LAWNSDALE	90260-3218	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14319 HAWTHORNE BLVD		LAWNSDALE	90260-1516	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14803 14807 14815 PRAIRIE AVE		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
14803 14807 14815 PRAIRIE AVE		LAWNSDALE	90260	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1
4512 W 153RD ST		LAWNSDALE	90260-1955	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
4512 W 153RD ST		LAWNSDALE	90260-1955	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
4909 W 147TH ST		HAWTHORNE	90250	N	P	N	FR	FRONT LOAD RECYCLE	3		3	N	6	18	2
4563 W 173RD ST		LAWNSDALE	90260-3432	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4563 W 173RD ST		LAWNSDALE	90260-3432	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
15000 HAWTHORNE BLVD		LAWNSDALE	90260-1503	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4132 MARINE AVE		LAWNSDALE	90260-1751	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16518 HAWTHORNE BLVD		LAWNSDALE	90260-2915	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
16822 HAWTHORNE BLVD		LAWNSDALE	90260-3218	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
15223 HAWTHORNE BLVD		LAWNSDALE	90260-2139	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4343 W 168TH ST		LAWNSDALE	90260-3317	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14704 HAWTHORNE BLVD		LAWNSDALE	90260-1523	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
4470 W ROSECRANS AVE		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4470 W ROSECRANS AVE		LAWNSDALE	90260	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
16821-27 HAWTHORNE BLVD		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14600 INGLEWOOD AVE		LAWNSDALE	90260-1300	N	P	N	FL	FRONT LOAD TRASH	2		3	N	6	18	3
14600 INGLEWOOD AVE		LAWNSDALE	90260-1300	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	6	0	3
4528 W 173RD ST		LAWNSDALE	90260-3419	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
4641 ARTESIA BLVD		LAWNSDALE	90260-3467	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14523 FREEMAN AVE		LAWNSDALE	90260-1666	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
14523 FREEMAN AVE		LAWNSDALE	90260-1666	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
14401 HAWTHORNE BLVD		LAWNSDALE	90260-1518	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4446 W 172ND ST		LAWNSDALE	90260-3400	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4446 W 172ND ST		LAWNSDALE	90260-3400	N	P	N	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
15631 CONDON AVE		LAWNSDALE	90260-2530	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4730 W 173RD ST		LAWNSDALE	90260-3120	N	P	N	FL	FRONT LOAD TRASH	2		3	N	2	6	1
14815 HAWTHORNE BLVD		LAWNSDALE	90260-1526	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
4067 W 147TH ST		LAWNSDALE	90260-1867	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4067 W 147TH ST		LAWNSDALE	90260-1867	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4559 ARTESIA BLVD		LAWNSDALE	90260-3466	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4573 W 173RD ST		LAWNSDALE	90260-3706	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4573 W 173RD ST		LAWNSDALE	90260-3706	N	P	N	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4855 MARINE AVE		LAWNSDALE	90260-1249	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
16317 HAWTHORNE BLVD		LAWNSDALE	90260-2912	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4521 W 147TH ST		LAWNSDALE	90260-1324	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	10	0	5
1651D HAWTHORNE BLVD		LAWNSDALE	90260-2915	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1

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15017 HAWTHORNE BLVD		LAWNSDALE	90260-1504	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4738 W 156TH ST		LAWNSDALE	90260-2511	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4543 ARTESIA BLVD		LAWNSDALE	90260-3466	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
16706 HAWTHORNE BLVD		LAWNSDALE	90260-3243	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
14526 LARCH AVE		LAWNSDALE	90260-1663	N	P	N	FL	FRONT LOAD TRASH	3		3	N	6	18	2
16805 PRAIRIE AVE		LAWNSDALE	90260-3009	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4227 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2618	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15900 INGLEWOOD AVE		LAWNSDALE	90260-2509	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4705 W 173RD ST		LAWNSDALE	90260-3117	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4705 W 173RD ST		LAWNSDALE	90260-3117	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	1
14321 HAWTHORNE BLVD		LAWNSDALE	90260-1516	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4605 W 171ST ST		LAWNSDALE	90260-3407	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15238 GREVILLE AVE		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
4210 MARINE AVE		LAWNSDALE	90260-1638	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14325 HAWTHORNE BLVD		LAWNSDALE	90260-1516	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
15211 GREVILLE AVE		LAWNSDALE	90260-2019	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4416 W 154TH ST	P 144	LAWNSDALE	90260-2003	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4416 W 154TH ST	P 144	LAWNSDALE	90260-2003	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
4174 MARINE AVE		LAWNSDALE	90260-1780	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4722 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2549	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4722 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2549	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	2	6	2
4341 W 169TH ST		LAWNSDALE	90260-3344	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16606 HAWTHORNE BLVD		LAWNSDALE	90260-3241	N	P	N	FL	FRONT LOAD TRASH	1		3	N	6	18	6
16606 HAWTHORNE BLVD		LAWNSDALE	90260-3241	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	2	6	2
4415 W 145TH ST		LAWNSDALE	90260-1464	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
16727 PRAIRIE AVE		LAWNSDALE	90260-3041	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4638 MARINE AVE		LAWNSDALE	90260-1234	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
15312 HAWTHORNE BLVD		LAWNSDALE	90260-2101	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
4610 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2547	N	P	N	FL	FRONT LOAD TRASH	1		3	N	4	12	4
4610 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2547	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	2	6	2
15207 HAWTHORNE BLVD		LAWNSDALE	90260-2139	N	P	N	FR	FRONT LOAD RECYCLE	1		4	N	4	16	4
16714 HAWTHORNE BLVD		LAWNSDALE	90260-3243	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4401 REDONDO BEACH BLVD		LAWNSDALE	90260-3717	N	P	N	FL	FRONT LOAD TRASH	3		3	N	6	18	3
4401 REDONDO BEACH BLVD		LAWNSDALE	90260-3717	N	P	N	FR	FRONT LOAD RECYCLE	2		3	N	4	12	2
4401 REDONDO BEACH BLVD		LAWNSDALE	90260-3717	N	P	N	FL	FRONT LOAD TRASH	1		3	N	4	12	4
4505 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2041	N	S	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4539 W 159TH ST		LAWNSDALE	90260-2500	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
4539 W 159TH ST		LAWNSDALE	90260-2500	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4539 W 159TH ST		LAWNSDALE	90260-2500	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
4539 W 159TH ST		LAWNSDALE	90260-2500	N	P	N	YC	YARDWASTE CART	1		0.48	N	1	0.48	1
17000 HAWTHORNE BLVD		LAWNSDALE	90260-3301	N	T	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16829 PRAIRIE AVE		LAWNSDALE	90260-3009	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15207 HAWTHORNE BLVD		LAWNSDALE	90260-2139	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
15207 HAWTHORNE BLVD		LAWNSDALE	90260-2139	N	P	N	FL	FRONT LOAD TRASH	1		4	N	6	24	6
15706 CONDON AVE		LAWNSDALE	90260-2576	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14305 HAWTHORNE BLVD		LAWNSDALE	90260-1516	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14305 HAWTHORNE BLVD		LAWNSDALE	90260-1516	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
15606 INGLEWOOD AVE		LAWNSDALE	90260-2543	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
3533 MARINE AVE		LAWNSDALE	90260-2400	N	P	N	FL	FRONT LOAD TRASH	1		2	N	2	4	2
16206 HAWTHORNE BLVD		LAWNSDALE	90260-2933	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
4616 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2545	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14517 LARCH AVE		LAWNSDALE	90260-1641	N	S	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
15922 INGLEWOOD AVE		LAWNSDALE	90260-2509	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4600 W MARINE AVE		LAWNSDALE	90260-1234	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4554 W 173RD ST		LAWNSDALE	90260-3428	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
16607 HAWTHORNE BLVD		LAWNSDALE	90260-3242	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
14724 HAWTHORNE BLVD		LAWNSDALE	90260-1523	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16325 HAWTHORNE BLVD		LAWNSDALE	90260-2912	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16325 HAWTHORNE BLVD		LAWNSDALE	90260-2912	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1

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Site Address	Site Address 2	Site City	Zip Code	Shared Container (Y/N)	Account Type	Container Owned by the Customer (Y/N)	Container Type	Container Description	Container Quantity	Compactor	Container Size in Cubic Yards	On-Call Container	Total Lifts	Yards/Week	Frequency/Week
4542 W 172ND ST		LAWNSDALE	90260-3468	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4542 W 172ND ST		LAWNSDALE	90260-3468	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1
4569 W 173RD ST		LAWNSDALE	90260-3482	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4569 W 173RD ST		LAWNSDALE	90260-3482	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4227 W 170TH ST		LAWNSDALE	90260-3327	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4028 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2256	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
4555 ARTESIA BLVD		LAWNSDALE	90260-3466	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
4600 W 173RD ST		LAWNSDALE	90260-3600	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4013-17 145TH ST W		LAWNSDALE	90260-1815	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
4000 W 164TH ST		LAWNSDALE	90260-3053	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4000 W 164TH ST		LAWNSDALE	90260-3053	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	4	0	2
4000 W 164TH ST		LAWNSDALE	90260-3053	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4000 W 164TH ST		LAWNSDALE	90260-3053	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	2	3	2
4000 W 164TH ST		LAWNSDALE	90260-3053	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
4000 W 164TH ST		LAWNSDALE	90260-3053	N	P	N	FR	FRONT LOAD RECYCLE	1		1.5	N	1	1.5	1
15129 GREVILLEA AVE		LAWNSDALE	90260-2017	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4613 W 173RD ST		LAWNSDALE	90260-3712	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	2	3	2
17202 INGLEWOOD AVE		LAWNSDALE	90260-3139	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
14700 HAWTHORNE BLVD		LAWNSDALE	90260-1523	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15917 PRAIRIE AVE		LAWNSDALE	90260-2752	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15001 HAWTHORNE BLVD		LAWNSDALE	90260-1504	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4425 W 147TH ST		LAWNSDALE	90260-1415	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16205 HAWTHORNE BLVD		LAWNSDALE	90260-2934	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16910 HAWTHORNE BLVD		LAWNSDALE	90260-3215	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4746 W 173RD ST		LAWNSDALE	90260-3119	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4746 W 173RD ST		LAWNSDALE	90260-3119	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4746 W 173RD ST		LAWNSDALE	90260-3119	N	P	N	RC	RECYCLE CART	2		0.48	N	2	0.96	1
14722 HAWTHORNE BLVD		LAWNSDALE	90260-1505	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4016 MARINE AVE		LAWNSDALE	90260-1839	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
4611 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2546	N	P	N	FL	FRONT LOAD TRASH	4		3	N	4	12	1
15111 FREEMAN AVE		LAWNSDALE	90260-2159	N	P	N	FL	FRONT LOAD TRASH	4		4	N	12	48	3
15111 FREEMAN AVE		LAWNSDALE	90260-2159	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	8		0	N	48	0	3
14614 HAWTHORNE BLVD		LAWNSDALE	90260-1521	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14605 OSAGE AVE		LAWNSDALE	90260-1772	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14605 OSAGE AVE		LAWNSDALE	90260-1772	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	8	0	2
4151 MARINE AVE		LAWNSDALE	90260-1752	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4241 REDONDO BEACH BLVD		LAWNSDALE	90260-3341	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4046 MARINE AVE		LAWNSDALE	90260-1842	N	P	N	FL	FRONT LOAD TRASH	2		3	N	4	12	2
4046 MARINE AVE		LAWNSDALE	90260-1842	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
15701-11 CONDON AVE		LAWNSDALE	90260-2575	N	P	N	FL	FRONT LOAD TRASH	4		3	N	4	12	1
14609 HAWTHORNE BLVD		LAWNSDALE	90260-1522	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4623 ARTESIA BLVD	UNIT #1	LAWNSDALE	90260-3423	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
15318 MANSEL AVE		LAWNSDALE	90260-1948	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15130 PRAIRIE AVE		LAWNSDALE	90260-2209	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
15130 PRAIRIE AVE		LAWNSDALE	90260-2209	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
16711 PRAIRIE AVE		LAWNSDALE	90260-3042	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
16711 PRAIRIE AVE		LAWNSDALE	90260-3042	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1
4415 W 170TH ST		LAWNSDALE	90260-3248	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16129 HAWTHORNE BLVD		LAWNSDALE	90260-2928	N	P	N	FL	FRONT LOAD TRASH	1		3	N	6	18	6
16129 HAWTHORNE BLVD		LAWNSDALE	90260-2928	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	2	4	2
14600 AVIS AVE		LAWNSDALE	90260-1816	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4609 W 159TH ST		LAWNSDALE	90260-2565	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4609 W 159TH ST		LAWNSDALE	90260-2565	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	5	0	3
4737 ARTESIA BLVD		LAWNSDALE	90260-3137	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
15420-28 GREVILLEA AVE		LAWNSDALE	90260-0000	N	P	N	FL	FRONT LOAD TRASH	2		3	N	4	12	2
15420-28 GREVILLEA AVE		LAWNSDALE	90260-0000	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
3640 REDONDO BEACH BLVD		LAWNSDALE	90260-0000	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4622 W 173RD ST		LAWNSDALE	90260-3472	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4113 REDONDO BEACH BLVD		LAWNSDALE	90260-3340	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1



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4113 REDONDO BEACH BLVD		LAWNSDALE	90260-3340	N	P	N	RC	RECYCLE CART	1		0.45	N	1	0.45	1
14716 HAWTHORNE BLVD		LAWNSDALE	90260-1524	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14716 HAWTHORNE BLVD		LAWNSDALE	90260-1524	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4546 W 173RD ST		LAWNSDALE	90260-3426	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14719 HAWTHORNE BLVD		LAWNSDALE	90260-1544	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15115 EASTWOOD AVE		LAWNSDALE	90260-1744	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4154 MARINE AVE		LAWNSDALE	90260-1753	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4029 ROSECRANS AVE W		LAWNSDALE	90260-0000	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4029 ROSECRANS AVE W		LAWNSDALE	90260-0000	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4139 REDONDO BEACH BLVD		LAWNSDALE	90260-3340	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4061-69 ROSECRANS AVE W		LAWNSDALE	90260-0000	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4061-69 ROSECRANS AVE W		LAWNSDALE	90260-0000	N	P	N	RC	RECYCLE CART	1		0.45	N	1	0.45	1
4061-69 ROSECRANS AVE W		LAWNSDALE	90260-0000	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
16505 PRAIRIE AVE		LAWNSDALE	90260-3039	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14623 HAWTHORNE BLVD		LAWNSDALE	90260-1581	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
4234 W 147TH ST		LAWNSDALE	90260-1602	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
14610 HAWTHORNE BLVD		LAWNSDALE	90260-1521	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14610 HAWTHORNE BLVD		LAWNSDALE	90260-1521	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	1
4331 ROSECRANS AVE W		LAWNSDALE	90260-0000	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
14315 KINGSDALE AVE		LAWNSDALE	90260-1357	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1
14315 KINGSDALE AVE		LAWNSDALE	90260-1357	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4345 W ROSECRANS AVE		HAWTHORNE	90250-7167	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4415 W 172ND ST		LAWNSDALE	90260-3410	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4415 W 172ND ST		LAWNSDALE	90260-3410	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1
15430 CONDON AVE		LAWNSDALE	90260-1937	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4580 W 173RD ST		LAWNSDALE	90260-3469	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
4016 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2260	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14618 BURIN AVE		LAWNSDALE	90260-1430	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4425 W 159TH ST		LAWNSDALE	90260-2055	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14829 HAWTHORNE BLVD		LAWNSDALE	90260-1541	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4629 W 159TH ST		LAWNSDALE	90260-2560	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4629 W 159TH ST		LAWNSDALE	90260-2560	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	4	0	2
15800 HAWTHORNE BLVD		LAWNSDALE	90260-2666	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14927 CONDON AVE		LAWNSDALE	90260-1200	N	P	N	FL	FRONT LOAD TRASH	2		2	N	4	8	2
14927 CONDON AVE		LAWNSDALE	90260-1200	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	8	0	2
4310 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2648	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4320 MARINE AVE		LAWNSDALE	90260-1558	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
14916 CONDON AVE		LAWNSDALE	90260-1263	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
14916 CONDON AVE		LAWNSDALE	90260-1263	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
14916 CONDON AVE		LAWNSDALE	90260-1263	N	P	N	RC	RECYCLE CART	1		0.45	N	1	0.45	1
14516 HAWTHORNE BLVD		LAWNSDALE	90260-1519	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16200 HAWTHORNE BLVD		LAWNSDALE	90260-2939	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16224 HAWTHORNE BLVD		LAWNSDALE	90260-2933	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
15435 HAWTHORNE BLVD		LAWNSDALE	90260-2151	N	P	N	FL	FRONT LOAD TRASH	2		3	N	6	18	3
4433 W 159TH ST		LAWNSDALE	90260-2047	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4342 W 166TH ST		LAWNSDALE	90260-2942	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4554 W 173RD ST		LAWNSDALE	90260-3428	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4572 W 173RD ST		LAWNSDALE	90260-3707	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4345 W 154TH ST		LAWNSDALE	90260-2158	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
4345 W 154TH ST		LAWNSDALE	90260-2158	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	8	0	2
4345 W 154TH ST		LAWNSDALE	90260-2158	N	P	N	FR	FRONT LOAD RECYCLE	1		4	N	1	4	1
4345 W 154TH ST		LAWNSDALE	90260-2158	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	2		0	N	2	0	1
14701 BURIN AVE		LAWNSDALE	90260-1433	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4161 MANHATTAN BCH BL		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	2		3	N	4	12	2
14717 BURIN AVE		LAWNSDALE	90260-1433	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
14306 FIRMONA AVE		LAWNSDALE	90260-1370	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4337 W 159TH ST	APTS	LAWNSDALE	90260-5900	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4130 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2261	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15100 INGLEWOOD AV		LAWNSDALE	90260-1911	N	P	N	FL	FRONT LOAD TRASH	1		4	N	6	24	6

ATTACHMENT 8A  
CITY OF LAWNSDALE  
List of Commercial and Multi-Family Customers  
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Site Address	Site Address 2	Site City	Zip Code	Shared Container (Y/N)	Account Type	Container Owned by the Customer (Y/N)	Container Type	Container Description	Container Quantity	Compactor	Container Size in Cubic Yards	On-Call Container	Total Lifts	Yards/Week	Frequency/Week
15100 INGLEWOOD AV		LAWNSDALE	90260-1911	N	P	N	FO	FRONT LOAD TRASH	1		1	N	2	2	2
16811 PRAIRIE AVE		LAWNSDALE	90260-3009	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
4331 W 147TH ST		LAWNSDALE	90260-1535	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4331 W 147TH ST		LAWNSDALE	90260-1535	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
14405 PRAIRIE AVE		LAWNSDALE	90260-1862	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
15826 HAWTHORNE BLVD		LAWNSDALE	90260-2642	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
15826 HAWTHORNE BLVD		LAWNSDALE	90260-2642	N	P	N	RC	RECYCLE CART	1		0.45	N	1	0.45	1
4508 ROSECRANS AV W		LAWNSDALE	90260	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4722 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2549	N	P	N	FR	FRONT LOAD RECYCLE	1		1	Y	0	0	0
4742 W 153RD PL		LAWNSDALE	90260-1938	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4500 W 173RD ST		LAWNSDALE	90260-3476	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4060 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2243	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15626 LARCH AVE		LAWNSDALE	90260-2606	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4737 W 156TH ST		LAWNSDALE	90260-2512	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4558 W 172ND ST		LAWNSDALE	90260-3413	N	P	N	FL	FRONT LOAD TRASH	1		1	N	2	2	2
4058 MARINE AVE		LAWNSDALE	90260-1842	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4058 MARINE AVE		LAWNSDALE	90260-1842	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1
14524 HAWTHORNE BLVD		LAWNSDALE	90260-1539	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
14524 HAWTHORNE BLVD		LAWNSDALE	90260-1539	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
14524 HAWTHORNE BLVD		LAWNSDALE	90260-1539	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1
15301 HAWTHORNE BLVD		LAWNSDALE	90260-2102	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4720 MARINE AVE		LAWNSDALE	90260-1247	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4720 MARINE AVE		LAWNSDALE	90260-1247	N	P	N	FL	FRONT LOAD TRASH	1		6	N	2	12	2
15227 PRAIRIE AVE		LAWNSDALE	90260-2216	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15827 HAWTHORNE BLVD		LAWNSDALE	90260-2643	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
15827 HAWTHORNE BLVD		LAWNSDALE	90260-2643	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14418 HAWTHORNE BLVD		LAWNSDALE	90260-1517	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	6	9	6
14418 HAWTHORNE BLVD		LAWNSDALE	90260-1517	N	P	N	FL	FRONT LOAD TRASH	1		3	N	6	18	6
4613 W ROSECRANS AVE	CITY OF LAW	HAWTHORNE	90250-6840	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
15814 HAWTHORNE BLVD		LAWNSDALE	90260-2642	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4446 MARINE AVE		LAWNSDALE	90260-1442	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4446 MARINE AVE		LAWNSDALE	90260-1442	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
14304 HAWTHORNE BLVD		LAWNSDALE	90260-1515	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15006 INGLEWOOD AVE		LAWNSDALE	90260-1256	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
15006 INGLEWOOD AVE		LAWNSDALE	90260-1256	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
4723 MARINE AVE		LAWNSDALE	90260-1248	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4723 MARINE AVE		LAWNSDALE	90260-1248	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
4434 W 161ST ST	4434-4450 1	LAWNSDALE	90260-2523	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4434 W 161ST ST	4434-4450 1	LAWNSDALE	90260-2523	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4646 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2581	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
15625 GREVILLEA AVE	15625>39	LAWNSDALE	90260-2025	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
15625 GREVILLEA AVE	15625>39	LAWNSDALE	90260-2025	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4110 MARINE AVE		LAWNSDALE	90260-1749	N	P	N	FL	FRONT LOAD TRASH	1		1.5	N	1	1.5	1
4136 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2247	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16316 HAWTHORNE BLVD		LAWNSDALE	90260-2911	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
15121 O'SAGE AVE		LAWNSDALE	90260-1702	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16120 INGLEWOOD AVE		LAWNSDALE	90260-2859	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4203 W ROSECRANS AVE		HAWTHORNE	90250-7268	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4203 W ROSECRANS AVE		HAWTHORNE	90250-7268	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
4327 REDONDO BEACH BLVD		LAWNSDALE	90260-3342	N	P	N	RC	RECYCLE CART	3		0.48	N	3	1.44	1
4742 W 153RD PL		LAWNSDALE	90260-1938	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
4111 W ROSECRANS AVE	CITY OF LAW	HAWTHORNE	90250-7277	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
4111 W ROSECRANS AVE	CITY OF LAW	HAWTHORNE	90250-7277	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	1
4111 W ROSECRANS AVE	CITY OF LAW	HAWTHORNE	90250-7277	N	P	N	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	1
4130 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2261	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
16006 INGLEWOOD AVE		LAWNSDALE	90260-2510	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
16006 INGLEWOOD AVE		LAWNSDALE	90260-2510	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
14617 PRAIRIE AVE		LAWNSDALE	90260-1830	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4524 MARINE AVE		LAWNSDALE	90260-1445	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1

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15006 INGLEWOOD AVE		LAWNSDALE	90260-1256	N	P	N	FR	FRONT LOAD RECYCLE	1		1.5	N	1	1.5	1
15100 INGLEWOOD AVE		LAWNSDALE	90260-1911	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	2	6	2
15308 INGLEWOOD AVE		LAWNSDALE	90260-1945	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
4524 MARINE AVE		LAWNSDALE	90260-1445	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
4209 MARINE AVE		LAWNSDALE	90260-1639	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
4562 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2040	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1
4537 ARTESIA BLVD		LAWNSDALE	90260-3466	N	P	N	RC	RECYCLE CART	2		0.48	N	2	0.96	1
17202 INGLEWOOD AVE		LAWNSDALE	90260-3139	N	P	N	RC	RECYCLE CART	3		0.48	N	3	1.44	1
17202 INGLEWOOD AVE		LAWNSDALE	90260-3139	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
14716 HAWTHORNE BLVD		LAWNSDALE	90260-1524	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1
15118 GREVILLEA AVE		LAWNSDALE	90260-2016	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15118 GREVILLEA AVE		LAWNSDALE	90260-2016	N	P	N	RC	RECYCLE CART	1		0.45	N	1	0.45	1
4631 W ROSECRANS AVE		HAWTHORNE	90250-6840	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4566 W 172ND ST	4566>72	LAWNSDALE	90260-3722	N	P	N	RC	RECYCLE CART	3		0.48	N	3	1.44	1
15111 FREEMAN AVE		LAWNSDALE	90260-2159	N	P	N	RC	RECYCLE CART	8		0.48	N	8	3.84	1
4633 MARINE AVE		LAWNSDALE	90260-1252	N	P	N	RC	RECYCLE CART	16		0.48	N	16	7.68	1
15400 HAWTHORNE BLVD	15400>18	LAWNSDALE	90260-3829	N	P	N	FL	FRONT LOAD TRASH	3		4	N	9	36	3
14722 HAWTHORNE BLVD		LAWNSDALE	90260-1505	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
15400 HAWTHORNE BLVD		LAWNSDALE	90260-3829	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
4633 MARINE AVE		LAWNSDALE	90260-1252	N	P	N	FL	FRONT LOAD TRASH	4		3	N	12	36	3
4633 MARINE AVE		LAWNSDALE	90260-1252	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	4		0	N	12	0	3
15701-11 CONDON AVE	15701>1571	LAWNSDALE	90260-2575	N	P	N	RC	RECYCLE CART	4		0.48	N	4	1.92	1
15611 HAWTHORNE BLVD		LAWNSDALE	90260-2639	N	P	N	FL	FRONT LOAD TRASH	1		6	N	1	6	1
4601 W ROSECRANS AVE		HAWTHORNE	90250-6840	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
4727 W 147TH ST		LAWNSDALE	90260-1368	N	P	N	FL	FRONT LOAD TRASH	3		3	N	9	27	3
4727 W 147TH ST		LAWNSDALE	90260-1368	N	P	N	FR	FRONT LOAD RECYCLE	2		2	N	4	8	2
4727 W 147TH ST		LAWNSDALE	90260-1368	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	5		0	N	25	0	4
4345 W 147TH ST		LAWNSDALE	90260-1547	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
4345 W 147TH ST		LAWNSDALE	90260-1547	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
4158 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2263	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15636 HAWTHORNE BLVD	C/O COURTE	LAWNSDALE	90260-2638	N	P	N	FL	FRONT LOAD TRASH	1		3	N	3	9	3
15636 HAWTHORNE BLVD	C/O COURTE	LAWNSDALE	90260-2638	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	3	0	3
15416 FREEMAN AVE		LAWNSDALE	90260-2134	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
15416 FREEMAN AVE		LAWNSDALE	90260-2134	N	P	N	RC	RECYCLE CART	3		0.48	N	3	1.44	1
15416 FREEMAN AVE		LAWNSDALE	90260-2134	N	P	N	FL	FRONT LOAD TRASH	1		2	N	2	4	2
14802 INGLEWOOD		LAWNSDALE	90260-1229	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
16210 INGLEWOOD AVE		LAWNSDALE	90260-2834	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
16210 INGLEWOOD AVE		LAWNSDALE	90260-2834	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
4153 MARINE AVE		LAWNSDALE	90260-1752	N	P	N	FL	FRONT LOAD TRASH	1		1	N	1	1	1
4153 MARINE AVE		LAWNSDALE	90260-1752	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
4827 MARINE AVE		LAWNSDALE	90260-1249	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16400 PRAIRIE AVE		LAWNSDALE	90260-3037	N	P	N	FL	FRONT LOAD TRASH	2		6	N	4	24	2
14410 HAWTHORNE BLVD		LAWNSDALE	90260-1517	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
16214 INGLEWOOD AVE		LAWNSDALE	90260-2800	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
16807 HAWTHORNE BL S		LAWNSDALE	90260-3219	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
16201 HAWTHORNE BLVD		LAWNSDALE	90260-2934	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15317 HAWTHORNE BLVD		LAWNSDALE	90260-2149	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15317 HAWTHORNE BLVD		LAWNSDALE	90260-2149	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
15307 PRAIRIE AVE		LAWNSDALE	90260-2245	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
4223 W 147TH ST		LAWNSDALE	90260-1670	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
4223 W 147TH ST		LAWNSDALE	90260-1670	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	1	0	1
4416 W 170TH ST		LAWNSDALE	90260-3200	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
17220 GREVILLEA AVE		LAWNSDALE	90260-3470	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
17220 GREVILLEA AVE		LAWNSDALE	90260-3470	N	P	Y	HP	SCOUT SERVICE/HAND PICKUP	1		0	N	2	0	2
17220 GREVILLEA AVE		LAWNSDALE	90260-3470	N	P	N	FR	FRONT LOAD RECYCLE	1		2	N	1	2	1
4469 REDONDO BEACH BLVD		LAWNSDALE	90260-3465	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
14828 HAWTHORNE BLVD		LAWNSDALE	90260-1525	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
14828 HAWTHORNE BLVD		LAWNSDALE	90260-1525	N	P	N	FR	FRONT LOAD RECYCLE	1		4	N	1	4	1
4056 MANHATTAN BEACH BLVD	4056>58	LAWNSDALE	90260-2242	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1

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4724 W 173RD ST		LAWNSDALE	90260-3149	N	P	N	FL	FRONT LOAD TRASH	1		2	N	1	2	1
15117 FIRMONA AVE		LAWNSDALE	90260-1910	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15301 PRAIRIE AVE		LAWNSDALE	90260-2258	N	P	N	FL	FRONT LOAD TRASH	1		3	N	2	6	2
16801 HAWTHORNE BLVD	CHRISTY	LAWNSDALE	90260-3219	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15103 HAWTHORNE BLVD		LAWNSDALE	90260-2137	N	P	N	FL	FRONT LOAD TRASH	2		3	N	4	12	2
15718 HAWTHORNE BLVD		LAWNSDALE	90260-2640	N	P	N	FR	FRONT LOAD RECYCLE	1	C	6	N	1	6	1
15718 HAWTHORNE BLVD		LAWNSDALE	90260-2640	N	P	N	FL	FRONT LOAD TRASH	1		6	N	2	12	2
16401 HAWTHORNE BLVD		LAWNSDALE	90260-2914	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
15103 HAWTHORNE BLVD		LAWNSDALE	90260-2137	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
15020 HAWTHORNE BLVD	A100740110	LAWNSDALE	90260-1543	N	P	N	FL	FRONT LOAD TRASH	1		3	N	1	3	1
15718 HAWTHORNE BLVD		LAWNSDALE	90260-2640	N	P	N	RC	RECYCLE CART	1		0.48	N	1	0.48	1
15734 HAWTHORNE BLVD	A100740110	LAWNSDALE	90260-2640	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
15020 HAWTHORNE BLVD	A100740110	LAWNSDALE	90260-1543	N	P	N	FR	FRONT LOAD RECYCLE	1		3	N	1	3	1
4193 REDONDO BEACH BLVD		LAWNSDALE	90260-3340	N	P	N	FL	FRONT LOAD TRASH	1		4	N	1	4	1
14411 HAWTHORNE BLVD		LAWNSDALE	90260-1518	N	P	N	FL	FRONT LOAD TRASH	1		4	N	3	12	3
15926 HAWTHORNE BLVD		LAWNSDALE	90260-2644	N	P	N	FR	FRONT LOAD RECYCLE	1		1	N	3	3	3
15300 HAWTHORNE BLVD		LAWNSDALE	90260-2101	N	P	N	FL	FRONT LOAD TRASH	1		4	N	2	8	2
4722 MANHATTAN BEACH BLVD		LAWNSDALE	90260-2549	N	P	N	IR	ROLLOFF RECYCLE	1		40	N	3	120	2
4644 W 154TH ST		LAWNSDALE	90260-1929	N	X	N	FL	FRONT LOAD TRASH	1		3	Y	0	0	0

ATTACHMENT 8B  
INDUSTRIAL/ROLL-OFF Customers  
As of Calendar Year 2017

Site Address Name	Street Type	Site Address	Site City	Zip Code	Shared Container (Y/N)	Account Type	Container Owned by Customer (Y/N)	Container Description	Container Quantity	Compactor	Container Size in Cubic Yards	On-Call Containers	Total Lifts	Yds/Wk	Container Description	Frequency/Week
HAWTHORNE	BLVD	15417 HAWTHORNE BLVD	LAWNDALE	90260-2106	N	P	N	FRONT LOAD TRASH	1		2	N	1	2		1
GREVILLEA	AVE	17226-1730 GREVILLEA AVE	LAWNDALE	90260-3471	N	P	Y	SCOUT SERVICE/HAND PICKUP	3		0	N	9	0	3	3
HAWTHORNE	BLVD	16300 HAWTHORNE BLVD	LAWNDALE	90260-2911	N	P	N	ROLLOFF	1		40	Y	0	0		0
INGLEWOOD	AVE	14901 INGLEWOOD AVE	LAWNDALE	90260-1251	N	T	N	ROLLOFF	1		40	Y	0	0		0
HAWTHORNE	BLVD	15202 HAWTHORNE BLVD	LAWNDALE	90260-2138	N	P	Y	ROLLOFF	1	C	30	N	3	90	1	3
HAWTHORNE	BLVD	14310 HAWTHORNE BLVD	LAWNDALE	90260-1515	N	T	N	ROLLOFF	1		40	Y	0	0		0
OSAGE	AVE	14801 OSAGE AVE	LAWNDALE	90260-1735	N	T	N	ROLLOFF	1		10	Y	0	0		0
160TH	ST	4027 W 160TH ST	LAWNDALE	90260-2726	N	X	N	ROLLOFF	1		40	Y	0	0		0
BURIN	AVE	14717 BURIN AVE	LAWNDALE	90260-1433	N	T	N	ROLLOFF	1		40	Y	0	0		0
MARINE	AVE	4511 MARINE AVE	LAWNDALE	90260-1421	N	T	N	ROLLOFF	1		30	Y	0	0		0
HAWTHORNE	BLVD	16901 HAWTHORNE BLVD	LAWNDALE	90260-3216	N	T	N	ROLLOFF	1		40	Y	0	0		0
HAWTHORNE	BLVD	14310 HAWTHORNE BLVD	LAWNDALE	90260-1515	N	T	N	ROLLOFF	1		40	Y	0	0		0
PRAIRIE	AVE	16829 PRAIRIE AVE	LAWNDALE	90260-3009	N	T	N	ROLLOFF	1		30	Y	0	0		0
HAWTHORNE	BLVD	17000 HAWTHORNE BLVD	LAWNDALE	90260-3301	N	T	N	ROLLOFF	1		20	Y	0	0		0
KINGSDALE	AVE	14827 KINGSDALE AVE	LAWNDALE	90260-1352	N	T	N	ROLLOFF	1		30	Y	0	0		0
165TH	ST	4746 W 165TH ST	LAWNDALE	90260-2825	N	T	N	ROLLOFF	1		30	Y	0	0		0
HAWTHORNE	BLVD	15205 HAWTHORNE BLVD	LAWNDALE	90260-2139	N	P	Y	ROLLOFF	1	C	20	N	1	20		1
MANHATTAN BEACH	BLVD	4722 MANHATTAN BEACH BLVD	LAWNDALE	90260-2549	N	T	N	ROLLOFF	4		40	Y	0	0		0
MANHATTAN BEACH	BLVD	4722 MANHATTAN BEACH BLVD	LAWNDALE	90260-2549	N	T	N	ROLLOFF	2		40	Y	0	0		0
MANHATTAN BEACH	BLVD	4722 MANHATTAN BEACH BLVD	LAWNDALE	90260-2549	N	P	N	ROLLOFF	1		20	Y	0	0		0



# CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: February 4, 2019  
TO: Honorable Mayor and City Council  
FROM: Stephen N. Mandoki, City Manager *SM*  
PREPARED BY: Kahono Oei, P.E., Interim Public Works Director/City Engineer *KO*  
SUBJECT: Ordinance No.1154-19, Prohibition of Street Cut on Newly Paved Streets

## BACKGROUND

The City has the Pavement Maintenance System (PMS) that was approved by the City Council on or about May 2016. The PMS identified the street rehabilitation project utilizing Rubberized Asphalt Hot Mix Asphalt and the City implements the street rehabilitation project on annual basis. The City has been approached by utility purveyors as well as contractors asking if the City has a street cut moratorium on newly paved streets. In order to protect the City's investment on any newly paved street, it is essential that the City establish a street cut moratorium Ordinance on any newly paved streets. By having this moratorium, the contractor or utility purveyors that have Capital Improvement Projects can more effectively plan their project around the City's street cut moratorium.

## STAFF REVIEW

In order to effectively manage the City's pavement rehabilitation project and to protect the City's investment, staff will proactively notify all utility purveyors at least one year in advance of any proposed project within the City limits. By doing so, the utility companies have the ability to prepare and complete their Capital Improvement Projects (CIP) in advance of any City's projects that will be affected by the moratorium.

With this Ordinance, the City Council will also provide the authority to the City Engineer to grant exemption to the Moratorium for any emergencies that endanger life, property and interruption to any utility services that are mandated by the City, County, State or even Federal regulations. When the City Engineer grants an exemption to the moratorium, the City engineer may impose certain conditions to ensure the rapid and complete restoration of the street paving which include the pavement of full street width, pavement testing, bonding, and request for reimbursement for any costs incurred by the City related to the street cut/ repaving.

## LEGAL REVIEW

Ordinance No. 1154-19 has been approved as to form by the City Attorney.

FISCAL IMPACT

Adoption of Ordinance No. 1154-19 will allow the effective management of the City's pavement rehabilitation project and protect the City's investment.

RECOMMENDATION

Staff recommends that City Council introduce and approve the first reading of Ordinance No. 1154-19, establishing the street cut moratorium on any newly paved street within the City's limit.

Attachments: Ordinance No. 1154-19

**ORDINANCE NO. 1154-19**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA,  
TO ADD LAWNSDALE MUNICIPAL CODE  
SECTION 12.08.100 ESTABLISHING A STREET CUT  
MORATORIUM ON NEWLY PAVED STREETS**

Summary: This ordinance would prevent the excavation of recently paved roadway for 2 or 3 years from completion of the roadway project.

WHEREAS, the City of Lawnsdale owns and maintains a street network within the City limits; and

WHEREAS, the City seeks to protect its investment, minimize pavement degradation, maintain structural integrity of streets, maintain a smooth riding surface for all modes, and to limit negative visual impact; and

WHEREAS, a street cut moratorium would prevent anyone from excavating a recently repaved roadway within a specified timeframe; and

WHEREAS, by having a street cut moratorium, contractors or utilities companies with proposed projects that require excavation of roadways must more effectively plan their Capital Improvement Projects in advance of a City's project and review any potential conflicts that will be encountered.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new Section 12.08.100 is added to the Lawnsdale Municipal Code to read, in its entirety, as follows:

“Section 12.08.100 Prohibition on Street Cuts on Newly Paved Streets

On a newly paved, constructed, or reconstructed street, the pavement surface shall not be cut or opened for a period of three (3) years after completion or from the recordation of a notice of completion for the road project. On a slurry sealed street, the pavement surface shall not be cut or opened for a period of two (2) years from recordation of a notice of completion for the road project.

The City Engineer may grant exemptions to the moratorium for emergencies which endanger life or property or interrupt essential utility service, for work that is mandated by City, State, or Federal regulation; when there is no other reasonable means of providing service to a building; or for other situations deemed by the City Council to be in the best interest of the City. When granting exceptions to this regulation, the City Engineer may impose conditions determined appropriate to insure the rapid and complete restoration of the street and street paving. Repaving may include street grinding, base and sub-base repairs, asphalt concrete paving overlay, striping or other related work as required by the City Engineer.



Any person who is required to repave a street shall obtain a street improvement permit and shall be responsible for the full cost of plan preparation, plan review, construction inspection, material testing, bonding, and all other expenses related to the work. For concrete streets, repaving shall be from joint to joint of Portland Cement Concrete (PCC) pavement.

Pavement improvements shall be completed within 90 days of the completion of the work or project that required the pavement cut. If the City Engineer determines that restoration of the street is not appropriate at a particular time for reasons relating to weather or other short term factors, the City Engineer may order a postponement until proper conditions allow for the restoration work.”

SECTION 2. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 4<sup>th</sup> day of February, 2019.

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Robert Pullen Miles, Mayor

ATTEST:

State of California            )  
County of Los Angeles        )        SS  
City of Lawndale             )

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly adopted the foregoing Interim Urgency Ordinance No. 1155-19 at its regular meeting held on the 4th day of February, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearny					
Daniel Reid					
Bernadette Suarez					

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany J. Israel, City Attorney

## Christopher Wilson

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**From:** Christopher Wilson  
**Sent:** Wednesday, January 16, 2019 9:35 AM  
**To:** Kahono Oei; Sean Moore  
**Subject:** Lot merger (4177 and 4167 Marine avenue)

Good Morning Kahono,

I need to get yours and Sean's signature on a parcel merger agreement for the property addressed as 4177 and 4167 Marine Avenue . I wanted to know your availability to come to city hall and have the documents Signed and notarized Please let me know what time will work best for you so I can coordinate with Matt for notary services.

Thanks ,

Christopher Wilson  
**Senior Planner**  
**City of Lawndale**  
**14717 Burin Avenue, Lawndale CA 90260**




# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200, FAX (310) 644-4556  
www.lawndalecity.org

DATE: February 4, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Kahono Oei, PE, Interim Public Works Director *K.O.*  
Wayne Schaller, Acting Finance Director *WS*  
Ethelbert Doble, Assistant Engineer *ED*

SUBJECT: Approve Change Order No. 1 for FY 16/17 Annual Street Improvements Project

## BACKGROUND

On September 6, 2017, City Council awarded the contract to Sequel Contractors Inc. for the FY 2016-17 Annual Street Improvements Project. City Council approved the original contract amount of \$1,093,320 and a 20% contingency in the amount of \$218,664. The total construction cost of the project was \$1,311,984.

Due to unforeseen field conditions, the Inspector verbally approved a change order which was tracked on Time and Material for the excavation, pavement, additional sidewalk and alley approach. A formal change order was not executed, however, the work was done based on the information recorded in the inspection report.

On January 5, 2018, the contractor submitted an invoice for the extra work performed in the amount of \$60,779.01. It detailed the item of work added with associated costs and quantities. It also detailed some items that are credited to the City which is either a change in quantity or a revised design for the scope of work. In addition, 50% of the street striping is still owed totaling \$13,000. At this time, the Contractor claims a total amount of \$73,779.01.

## STAFF REVIEW

City staff reviewed and performed calculations for all of the disputed quantities and its validity. On January 14, 2019, Staff met with the Contractor and reviewed the validity of the claim and the justification for the additional quantities. Based on data provided by the contractor on field inspection reports and unit quantities, Staff negotiated the change order amount of \$73,779.01 to \$30,000.

**LEGAL REVIEW**

Through consultation with City Attorney, the Notice of Completion of this project is not required.

**FISCAL IMPACT**

Funding is provided in the Public Works Department's Measure M Local Return account number 272-310-700.146 Street Improvements.

Available Project Budget:

Construction Contract	\$1,093,320.00
20% Contingency	<u>\$218,664.00</u>
Total Project Cost	\$1,311,984.00

Additional Project Budget

Contract Change Order 1	\$ 30,000.00
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**RECOMMENDATION**

Staff recommends that the City Council approve the Contract Change Order No.1.-Exta Work in the amount of \$30,000.

Attachments: Contract Change Order 1

# CITY of LAWNSDALE - CAPITAL IMPROVEMENTS PROJECT

## CHANGE ORDER FORM

Contract Change Order No: 1  
 Project: FY 16/17 Annual Streets Improvements Project  
 Contractor: Sequel Contractors, Inc.

Project No. \_\_\_\_\_  
 Sheet: 1 of 1  
 Date: 1/28/2019

**Description:**

Payment to the contractor for these change order items shall provide full compensation for all equipment, materials, labor, field and home office overhead, indirect and consequential costs, mark-ups and profit necessary to complete the work. By executing this contract change order, the contractor agrees to proceed with this work as a change order per section 3-2.1 of the Standard Specifications for Public Works Construction (2012 Edition) and waives any rights to additional compensation arising out of work listed in this change order, including without limitation, any claims relating to any cumulative effect of change orders, delays, productivity impact or interruption.

### CONTRACT INFORMATION

PO No.: 16618  
 Vendor No.: 6896  
 Ref. Drawing Nos.:

<b>Original Contract Amount</b>	\$1,093,320.00
<b>Amount Authorized</b>	\$1,310,532.90
<b>Prior Change Orders</b>	_____
<b>Amount This Change Orders</b>	\$30,000.00
<b>Final Total Contract</b>	\$1,340,532.90

**Description**

Extra works includes additional paving of driveway approach, sidewalk and alleys at 162nd St. Contractor also placed additional base and slurry seal on some alleys.

The change order will ( ) not change (X) increase ( ) decrease the amount of the contract based on:

- (X) an **agreed upon lump sum** of \$30,000.00
- ( ) **unit prices** agreed upon totaling \_\_\_\_\_
- Cost plus** as provided in section 3-3 of the Standard Specification for an amount not to exceed \_\_\_\_\_

Original/Previous Contract duration: 60 working days. Requested by this change order 0 working days. NEW CONTRACT DURATION 60 working days

**Original/Previous CONTRACT COMPLETION DATE:** 1/25/2018 **NEW CONTRACT COMPLETION D** 1/25/2018

Accepted By:  1/28/19  
 Sequel Contractor, Inc. - Contractor Date

Prepared By:  1/28/19  
 Ethelbert Doble - Assistant Engineer Date

Approved By:  1/28/19  
 Kahono Oei - Interim Public Works Director Date



**CITY OF LAWDALE**  
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PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: February 4, 2019  
TO: Honorable Mayor and City Council  
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*  
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

No supporting documentation was forwarded to the City Clerk Department for this item.



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PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: February 4, 2019

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk *MC*

SUBJECT: Conference with Labor Negotiator - Unrepresented employees, the central management team

No public documents were forwarded to the City Clerk Department for this item.





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PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: February 4, 2019  
TO: Honorable Mayor and City Council  
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*  
SUBJECT: Public Employee Performance Evaluation - City Manager

No public documents were forwarded to the City Clerk Department for this item.