

ORDINANCE NO. 3136

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, FINDING THAT THE HEREIN ORDINANCE IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND ADOPTING AMENDMENT NO. 1 TO AN EXCLUSIVE FRANCHISE AGREEMENT FOR THE PROVISION OF SOLID WASTE AND RECYCLING SERVICES WITH ARAKELIAN ENTERPRISES (dba ATHENS SERVICES) (A17-161) ADOPTED BY ORDINANCE NO. 3076

WHEREAS, Ordinance No. 3076 was adopted by City Council on September 26, 2017, granting Arakelian Enterprises Inc. (dba Athens Services) an exclusive franchise agreement for the provision of solid waste and recycling services, servicing a certain service zone in the City;

WHEREAS, the City and Athens have found terms that need to be added or revised;

WHEREAS, the City desires to add sections defining unauthorized container and detailing enforcement of exclusivity, revising Solid Waste Collection Sanitary Zone map, and revising the Commercial Services Rate Schedule to add more container size and rate options; and

WHEREAS, a public hearing was duly noticed and held on June 14, 2022, at 6:00 p.m. to consider objections to Amendment No. 1 to An Exclusive Franchise Agreement for the Provision of Solid Waste and Recycling Services (A17-161).

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

SECTION 1. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2. That the City Council hereby finds this Ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) because no possibility exists that the proposed ordinance, related to enforcement of exclusivity, sanitary zone map and rate schedule, will have a significant effect on the environment.

SECTION 3. The City Council hereby adopts Amendment No. 1 to An Exclusive Franchise Agreement for the Provision of Solid Waste and Recycling Services between

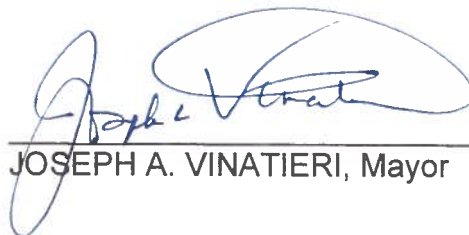
the City of Whittier and Arakelian Enterprises, Inc. dba Athens Services, attached hereto as Exhibit 1 and incorporated herein.

SECTION 4. Any provision of the Whittier Municipal Code or appendices thereto inconsistent with the provisions of the ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this ordinance.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Whittier hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 6. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall prepare and cause a summary of this Ordinance to be published once in the official newspaper and the full text of this Ordinance to be posted in the City Clerk's Office, both within 15 days after the adoption of the ordinance. The Ordinance shall become effective 30 days from its adoption.

APPROVED AND ADOPTED this 14<sup>th</sup> day of June 2022.

  
\_\_\_\_\_  
JOSEPH A. VINATIERI, Mayor

ATTEST:

  
\_\_\_\_\_  
RIGOBERTO GARCIA JR., City Clerk

Date: June 20, 2022

I CERTIFY THAT THE FOREGOING ORDINANCE NO. 3136 was introduced on the 24<sup>th</sup> day of May 2022, and was adopted by the City Council of the City of Whittier at the regular meeting held on the 14<sup>th</sup> day of June 2022, by the following vote:

AYES: 5 Council Members: Vinatieri, J. Martinez, Dutra, Warner, O. Martinez  
NOES: 0  
ABSTAIN: 0  
ABSENT: 0

  
\_\_\_\_\_  
RIGOBERTO GARCIA JR., City Clerk  
(seal)

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE WITH THE CITY OF WHITTIER. WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF WHITTIER THIS 20<sup>th</sup> DAY OF June, 20 22  
\_\_\_\_\_  
CITY CLERK  
TOTAL NUMBER OF PAGES: 3



**AMENDMENT NO. 1 TO AGREEMENT**

This Amendment No. 1, made and entered into this 28<sup>th</sup> day of April 2020, by and between the CITY OF WHITTIER (CITY) and ARAKELIAN ENTERPRISES, INC, (DBA Athens Services or "Athens") modifies Agreement No. A17-161.

**RECITALS**

- A. CITY and ATHENS entered into An Exclusive Franchise Agreement for the Provision of Solid Waste and Recycling Services Agreement No. A 17-161 on September 26, 2017.
- B. CITY and ATHENS have found terms that need to be added or revised.
- C. CITY now desires to add sections defining unauthorized container and detailing the enforcement of exclusivity, revising the Solid Waste Collection Sanitary Zone map, and revising the Commercial Services Rate Schedule to add more container size and rate and options.

**AMENDMENTS**

This Amendment No. 1 shall amend Agreement No. A17-161 as follows:

1. Section 1.81 is added to read as follows:

1.81 UNAUTHORIZED CONTAINER

"Unauthorized Container" means a Bin or Roll-Off Box that is not owned and/or operated by the City or Contractor and are not exempt under Section 3.02 of this Agreement.

2. Section 3.04 is added to read as follows:

3.04 ENFORCEMENT OF EXCLUSIVITY

Contractor shall be responsible for enforcing the exclusivity of the Agreement. City shall have the right to enforce the exclusivity provisions hereof, in its absolute and sole discretion, if it chooses to do so, but shall have no obligation to do so for the benefit of Contractor or otherwise. City additionally shall have the right, but not obligation, to request that Contractor enforce the exclusivity provisions hereof. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by the City. For example, the Contract Manager may delegate to Contractor the authority to remove and impound Unauthorized Containers, to provide written notice to owners, persons in charge and occupants, to collect fees and costs, and to dispose of unclaimed containers. Contractor shall indemnify and hold harmless the City against all claims and causes of action arising out of the Contractor's actions. The Contractor agrees that impoundments performed by the Contractor without full compliance with Municipal Code Section 8.12.150 shall be deemed violations of

the Contractor's Agreement. The City Manager may revoke this delegation of authority, in whole or in part, at any time in his or her sole discretion, and the Contractor shall acknowledge that any such revocation shall not be deemed a breach of this Agreement.

3. Revise the Zone Map in the form set forth in Exhibit 1 attached hereto and by this reference incorporated herein. The revised Zone map removes addresses 7904, 7912, 7918, 7926 and 7934 Ocean View Avenue from the East Zone and transfers to the West Zone and removes addresses 8003, 8015, 8025, 8033 and 8043 Ocean View Avenue from the West Zone and transfers to the East Zone.
4. Revise Commercial Services Rate Schedule in form set forth in Exhibit 2B attached hereto and by this reference incorporated herein. The revised Commercial Services Rate Schedule adds size options and pricing for commercial and multi-family recycling (1 cubic yard, 2 cubic yards and 4 cubic yards) and commercial and multi-family organics recycling (1 cubic yard).
5. Except as provided above, all other terms and conditions of Agreement No. A17-161 shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed, in the City of Whittier, County of Los Angeles, California.

ARAKELIAN ENTERPRISES, INC.:

  
RONALD J. ARAKELIAN III


DATE: 4/23/20

CITY OF WHITTIER:

  
BRIAN SAEKI, City Manager

DATE: 5.1.20

ATTEST:

  
RIGOBERTO GARCIA JR., City Clerk  
(seal)

APPROVED AS TO FORM:

  
RICHARD D. JONES, Authority Counsel



# Solid Waste Collection Sanitary Zones

EXHIBIT 1

Adopted 4/28/2020



West Zone
  East Zone
  City Boundary



4/13/2020  
GWS



**EXHIBIT 2B - COMMERCIAL SERVICES**  
**Effective April 14, 2020**

<b>Commercial &amp; Multi-Family Refuse Service Rates</b>							
<b>Container Size</b>	<b>Pickups per week</b>						<b>Extra Dump</b>
	<b>1xwk</b>	<b>2xwk</b>	<b>3xwk</b>	<b>4xwk</b>	<b>5xwk</b>	<b>6xwk</b>	
1 Cubic Yard	\$61.39	\$118.36	\$175.19	\$231.24	\$286.74	\$343.23	\$58.29
1.5 Cubic Yards	\$89.57	\$172.74	\$255.93	\$339.11	\$422.29	\$505.47	\$58.29
2 Cubic Yards	\$117.29	\$223.01	\$328.73	\$434.45	\$540.17	\$645.89	\$58.29
3 Cubic Yards	\$170.49	\$321.29	\$472.09	\$622.89	\$773.68	\$924.49	\$58.29
4 Cubic Yards	\$280.15	\$395.91	\$571.87	\$754.62	\$937.37	\$1120.11	\$58.29
6 Cubic Yards	\$433.66	\$613.65	\$788.69	\$1091.12	\$1389.28	\$1689.43	\$58.29
96 Gal Cart	\$29.77	\$67.87	\$105.97	\$144.07	\$182.18	\$220.28	\$58.29
300 Gal Cart	\$89.57	\$172.74	\$255.93	\$339.11	\$422.29	\$505.47	\$58.29
Street Sweeping Fee (1 <sup>st</sup> Container Only)	\$1.84	\$1.84	\$1.84	\$1.84	\$1.84	\$1.84	

<b>Commercial &amp; Multi-Family Source-Separated Single Stream Recycling Service Rates*</b>							
<b>Container Size</b>	<b>Pickups per week</b>						<b>Extra Dump</b>
	<b>1xwk</b>	<b>2xwk</b>	<b>3xwk</b>	<b>4xwk</b>	<b>5xwk</b>	<b>6xwk</b>	
1 Cubic Yard	\$46.04	\$88.77	\$131.39	\$173.43	\$215.06	\$257.42	\$47.69
2 Cubic Yards	\$87.97	\$167.26	\$246.55	\$325.84	\$405.13	\$484.42	\$47.69
3 Cubic Yards	\$127.86	\$240.98	\$354.07	\$467.17	\$580.26	\$693.38	\$47.69
4 Cubic Yards	\$210.11	\$296.93	\$428.90	\$565.97	\$703.03	\$840.08	\$47.69
96 Gal Cart	\$22.33	\$50.90	\$79.47	\$108.06	\$136.64	\$165.21	\$47.69

Commercial Source-Separated Single Stream Recycling Bin shall not exceed 75% of the corresponding Refuse Bin Service Rate.

<b>Commercial &amp; Multi-Family Green Waste Service Rates</b>							
<b>Container Size</b>	<b>Pickups per week</b>						<b>Extra Dump</b>
	<b>1xwk</b>	<b>2xwk</b>	<b>3xwk</b>	<b>4xwk</b>	<b>5xwk</b>	<b>6xwk</b>	
1 Cubic Yard	\$58.18	\$111.51	\$164.82	\$218.14	\$271.46	\$324.77	\$37.09
2 Cubic Yards	\$104.96	\$197.92	\$290.86	\$383.81	\$476.77	\$569.70	\$37.09
3 Cubic Yards	\$151.74	\$284.32	\$416.90	\$549.49	\$682.06	\$814.64	\$37.09
4 Cubic Yards	\$238.12	\$376.03	\$552.63	\$729.23	\$905.83	\$1082.45	\$37.09
6 Cubic Yards	\$368.62	\$521.60	\$750.42	\$989.08	\$1227.71	\$1466.36	\$37.09
96 Gal Cart	\$46.95	\$101.38	\$155.80	\$210.23	\$264.65	\$319.09	\$37.09

<b>Commercial &amp; Multi-Family Organics Rates</b>							
<b>Container Size</b>	<b>Pickups per week</b>						<b>Extra Dump</b>
	<b>1xwk</b>	<b>2xwk</b>	<b>3xwk</b>	<b>4xwk</b>	<b>5xwk</b>	<b>6xwk</b>	
64 Gal Cart	\$44.68	\$88.14	\$131.60	\$175.06	\$218.52	\$261.97	\$37.09
1 Cubic Yard	\$71.13	\$142.26	\$213.38	\$284.51	\$355.64	\$426.77	\$47.70
2 Cubic Yards	\$142.25	\$284.51	\$426.76	\$569.02	\$711.27	\$853.53	\$63.59
3 Cubic Yards	\$213.39	\$426.76	\$640.15	\$853.53	\$1066.91	\$1280.29	\$79.48

**EXHIBIT 2B – COMMERCIAL SERVICES (continued)**  
**Effective July 1, 2019**

<b>Locking Bin and Roll-Out/Scout Service</b>						
<b>Service</b>	<b>Pickups per week</b>					
	<b>1xwk</b>	<b>2xwk</b>	<b>3xwk</b>	<b>4xwk</b>	<b>5xwk</b>	<b>6xwk</b>
Locking Bin	\$5.30	\$10.60	\$15.90	\$21.20	\$26.49	\$31.79
Roll-Out Service	\$58.29	\$58.29	\$79.48	\$105.98	\$132.47	\$158.97

<b>Compactor Service Rates*</b>						
<b>Container Size</b>	<b>Pickups per week</b>					
	<b>1xwk</b>	<b>2xwk</b>	<b>3xwk</b>	<b>4xwk</b>	<b>5xwk</b>	<b>6xwk</b>
2 Cubic Yards	\$326.81	\$511.99	\$752.45	\$992.91	\$1233.38	\$1473.82
3 Cubic Yards	\$392.54	\$735.53	\$1078.51	\$1421.51	\$1764.49	\$2107.48
Locking Bin	\$5.30	\$10.60	\$15.90	\$21.20	\$26.49	\$31.79

\*Compactor Service for Commercial or Multi-Family Premises.

<b>Commercial Temporary Bin Service Rates</b>		
<b>ITEM</b>	<b>TEMPORARY BIN SERVICE</b>	<b>MAXIMUM RATE</b>
<b>A.</b>	3-Yard Bin: Delivery and Removal * 1 <sup>st</sup> Dump	\$105.98
<b>B.</b>	3-Yard Bin: Each additional dump	\$74.18
<b>C.</b>	3-Yard Bin Dead run – Temporary service	\$90.08
<b>D.</b>	3-Yard Bin Rental after 7 days with no dump	\$31.79