



CITY OF HAWAIIAN GARDENS

AGENDA PACKET

CITY COUNCIL

PHA*

SARDA**

JESSE ALVARADO	MAYOR / CHAIRMEMBER
LUIS ROA	MAYOR PRO TEM / VICE CHAIRMEMBER
VICTOR FARFAN	COUNCILMEMBER / DIRECTOR
MYRA MARAVILLA	COUNCILMEMBER / DIRECTOR
HANK TRIMBLE	COUNCILMEMBER / DIRECTOR
CARMELLA MAHAR	PHA DIRECTOR
RICHARD PRIETO	PHA DIRECTOR

REGULAR MEETINGS

TUESDAY, MAY 26, 2020

***5:30 PM, 5:45**, & 6:00 PM**

WWW.HGCITY.ORG



AGENDA
CITY OF HAWAIIAN GARDENS
PUBLIC HOUSING AUTHORITY

AMENDED²

REGULAR MEETING
TUESDAY, MAY 26, 2020 AT 5:30 P.M.

Meeting Location: City Council Chambers, 21815 Pioneer Boulevard, Hawaiian Gardens, California.
No Members of the Public will be permitted to attend.

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

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

PLEASE NOTE THAT PURSUANT TO THE GOVERNOR OF THE STATE OF CALIFORNIA'S EXECUTIVE ORDER N-25-20 AND N-29-20, AND IN THE INTEREST OF THE PUBLIC HEALTH AND SAFETY, THE CITY COUNCIL AND STAFF WILL PRACTICE SOCIAL DISTANCING AND WILL FOLLOW PUBLIC HEALTH AND SAFETY GUIDELINES.

**** DUE TO THE EVOLVING SITUATION WITH THE COVID-19 NOVEL CORONAVIRUS AND HEALTH ORDERS FROM THE STATE OF CALIFORNIA AND L.A. COUNTY HEALTH DEPARTMENT, THE CITY OF HAWAIIAN GARDENS PHA MEETING SHALL ONLY BE AVAILABLE TO THE PUBLIC REMOTELY. ****

The meeting can be viewed via various platforms as follows:

City of Hawaiian Gardens local cable/channel:
ATT – 99
FRONTIER - 16
SPECTRUM - 36

Live Stream via City website at: www.hgcity.org

CALL TO ORDER

ROLL CALL

CHAIRMEMBER	JESSE ALVARADO
VICE CHAIRMEMBER	LUIS ROA
DIRECTOR	VICTOR FARFAN
DIRECTOR	MYRA MARAVILLA
DIRECTOR	HANK TRIMBLE
DIRECTOR	CARMELLA MAHAR
DIRECTOR	RICHARD PRIETO

Please see the Public Comment sections for criteria to submit comments, as a result of the COVID-19 Coronavirus pandemic situation.

PUBLIC HEARING COMMENTS AND AGENDA GENERAL PUBLIC COMMENTS ARE TO BE SUBMITTED AND CONDUCTED AS FOLLOWS:

PUBLIC HEARING(S) – PUBLIC COMMENTS

TO SUBMIT/PROVIDE PUBLIC COMMENTS PERTAINING TO PUBLIC HEARING(S):

For public comments & questions, it is advised to submit using one of the following options:

- **Via E-Comment** on the City of Hawaiian Gardens website. A person may leave a written comment to be read during the Public Hearing public comment section. A person wishing to speak telephonically **MUST** provide a phone number and will receive a call back during the Public Hearing public comment section of the meeting.
E-comments are preferred!
- **Via Phone Voice Message for Call-Back**: A person may also leave a voice message and provide name and phone number to receive a call back during the Public Hearing public comment section. Contact: 562.420-2641, Ext. 251.
- All E-comments and Phone Voice Messages must be submitted by no later than **Tuesday, May 26, 2020 at 5:00 PM.**
- **Written Correspondence** may also be delivered to the City Hall Drop Box or received via mail
- All written correspondence **MUST** be received by no later than **Tuesday, May 26, 2020 at 5:00 PM.**
- Please reference the hearing title and date of hearing in any written correspondence.

PUBLIC COMMENTS – GENERAL OR ITEMS ON OR NOT ON THE AGENDA

The PHA shall not discuss or take action relative to any public comment unless authorized by California Government Code Section 54954.2(b).

AGENDA GENERAL PUBLIC COMMENTS (NON-PUBLIC HEARING ITEM(S))

TO SUBMIT/PROVIDE PUBLIC COMMENTS PERTAINING TO NON PUBLIC HEARING(S):

For public comments & questions, it is advised to submit using one of the following options:

- **Via E-Comment** on the City of Hawaiian Gardens website. A person may leave a written comment to be read during the Agenda General Public Comment section.
The City Clerk or designated staff will read the submissions into the record during the "Public Comments" portion of the agenda, provided that such comments meet the following criteria:
 - Submitted and received no later than **5:00 PM on May 26, 2020;**
 - No longer than 250 words;
 - In accordance with California Government Code Section 54954.3(a), relate to items listed on and not on the agenda and within the subject matter jurisdiction.
 - Public Comment submissions not meeting each of the above listed criteria will not be read into the record.
- *E-comments are preferred!*
- **Written Correspondence** may also be delivered to the City Hall Drop Box or received via mail.
- All written correspondence **MUST** be received by no later than **Tuesday, May 26, 2020 at 5:00 PM.** Please reference the hearing title and date of hearing in any written correspondence.

AGENDA ORGANIZATION

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

A. PUBLIC HEARING(S)

1. CONDUCT PUBLIC HEARING TO AMEND THAT CERTAIN REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (GREEN PROPERTY) (APN 7076-033-910).

BOARD ACTION: Conduct Public Hearing. Approve the First Amendment to that certain real property purchase and sale agreement and joint escrow instructions (Green Property) between the Hawaiian Gardens Public Housing Authority and Hawaiian 1311 LLC, DBA Holiday Inn Express (APN 7076-033-910).

B. CONSENT CALENDAR

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

1. SECTION 8 HOUSING ASSISTANCE PROGRAM - MONTHLY STATUS REPORT FOR APRIL 2020.

BOARD ACTION: Receive and File.

2. PHA RESOLUTION NO. 2020-008
APPROVE WARRANTS FOR HOUSING ASSISTANCE PAYMENTS (HAP) IN FOR THE MONTH OF MAY 2020, IN THE AMOUNT OF \$112,260.31.

BOARD ACTION: Adopt PHA Resolution No. 2020-008.

3. APPROVAL OF MINUTES AS FOLLOWS:

- APRIL 28, 2020 – REGULAR MEETING

BOARD ACTION: Approve the minutes as presented.

4. PHA RESOLUTION NO. 2020-009
CONFIRM THE DIRECTOR OF EMERGENCY SERVICES EXECUTIVE EMERGENCY ORDER NO. 3, RELATING TO THE LOCAL EMERGENCY DUE TO THE NOVEL CORONAVIRUS (COVID-19)

BOARD ACTION: Adopt PHA Resolution No. 2020-009

C. DISCUSSION ITEMS

D. NEW BUSINESS

E. CLOSED SESSION

F. ORAL STAFF REPORTS

G. ORAL AUTHORITY REPORTS

H. ADJOURNMENT

Adjourn to the next Regular Public Housing Authority meeting to be held on Tuesday, June 23, 2020 at 5:30 PM.

AGENDA
CITY OF HAWAIIAN GARDENS
SUCCESSOR AGENCY TO THE RDA

REGULAR MEETING
TUESDAY, MAY 26, 2020 AT 5:45 P.M.

Meeting Location: City Council Chambers, 21815 Pioneer Boulevard, Hawaiian Gardens, California.
No Members of the Public will be permitted to attend.

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

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CALL TO ORDER

ROLL CALL

CHAIRMEMBER	JESSE ALVARADO
VICE CHAIRMEMBER	LUIS ROA
DIRECTOR	VICTOR FARFAN
DIRECTOR	MYRA MARAVILLA
DIRECTOR	HANK TRIMBLE

PUBLIC COMMENTS – GENERAL OR ITEMS ON OR NOT ON THE AGENDA

Please see the Public Comment section at the beginning of the agenda for criteria to submit comments, as a result of the COVID-19 Coronavirus pandemic situation.

SARDA shall not discuss or take action relative to any public comment unless authorized by California Government Code Section 54954.2(b).

AGENDA GENERAL PUBLIC COMMENTS (NON-PUBLIC HEARING ITEM(S))**TO SUBMIT/PROVIDE PUBLIC COMMENTS PERTAINING TO NON PUBLIC HEARING(S):**

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 - Submitted and received no later than **5:00 PM on May 26, 2020**;
 - No longer than 250 words;
 - In accordance with California Government Code Section 54954.3(a), relate to items listed on and not on the agenda and within the subject matter jurisdiction.
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- E-comments are preferred!*
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 - All written correspondence **MUST** be received by no later than **Tuesday, May 26, 2020 at 5:00 PM.**

AGENDA ORGANIZATION

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

A. PUBLIC HEARING(S) – NONE**B. CONSENT CALENDAR**

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

1. PRESENTATION FROM THE FINANCE DEPARTMENT OF WARRANTS AND WIRES PROCESSED DURING THE PERIOD OF APRIL 18 TO MAY 15, 2020.

AGENCY ACTION: Receive and File.

2. APPROVAL OF MINUTES AS FOLLOWS:
 - JANUARY 14, 2020 – REGULAR MEETING

AGENCY ACTION: Approve the minutes as presented.

C. DISCUSSION ITEMS**D. NEW BUSINESS****E. CLOSED SESSION****F. ORAL STAFF REPORTS****G. ORAL AUTHORITY REPORTS****H. ADJOURNMENT**

Adjourn to the next Regular Successor Agency to the RDA meeting to be held on Tuesday, June 23, 2020 at 5:45 PM.



AGENDA

CITY OF HAWAIIAN GARDENS CITY COUNCIL

REGULAR MEETING

TUESDAY, MAY 26, 2020 AT 6:00 PM

Meeting Location: City Council Chambers, 21815 Pioneer Boulevard, Hawaiian Gardens, California. **No Members of the Public will be permitted to attend.**

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

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- FRONTIER - 16
- SPECTRUM - 36

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CALL TO ORDER

INVOCATION

FLAG SALUTE

ROLL CALL

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

PROCLAMATIONS AND CERTIFICATES**PRESENTATIONS****PUBLIC COMMENTS – GENERAL OR ITEMS ON OR OFF THE AGENDA**

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The City Council shall not discuss or take action relative to any public comment unless authorized by California Government Code Section 54954.2(b).

AGENDA ORGANIZATION

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

A. PUBLIC HEARING(S) / HEARING(S)**B. CONSENT CALENDAR**

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

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

1. ORDINANCE NO. 593

CONDUCT SECOND READING, READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT AN ORDINANCE ADOPTING DEVELOPMENT AGREEMENT NO. 583 (CASE NO. PLNG2020-0024) BETWEEN THE CITY OF HAWAIIAN GARDENS AND HAWAIIAN 1311 LLC, DBA: HOLIDAY INN EXPRESS & SUITES, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ., AND ADOPTING THE ASSOCIATED INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS, CALIFORNIA.

COUNCIL ACTION: Conduct second reading, read by title only, waive further reading and adopt Ordinance No. 593.

B. CONSENT CALENDAR (CONTINUED)

2. COMMUNITY DEVELOPMENT DEPARTMENT – BUILDING AND SAFETY DIVISION - MONTHLY REPORT FOR APRIL 2020.

COUNCIL ACTION: Receive and file.

3. COMMUNITY DEVELOPMENT DEPARTMENT - CODE ENFORCEMENT DIVISION - MONTHLY REPORT FOR APRIL 2020.

COUNCIL ACTION: Receive and file.

4. COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION - MONTHLY REPORT FOR APRIL 2020.

COUNCIL ACTION: Receive and file.

5. COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION PUBLIC WORKS PERMITS- MONTHLY REPORT FOR APRIL 2020.

COUNCIL ACTION: Receive and file.

6. COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION - MONTHLY REPORT FOR APRIL 2020.

COUNCIL ACTION: Receive and file.

7. PRESENTATION OF MINUTES AS FOLLOWS:

- MAY 12, 2020 - REGULAR MEETING.

COUNCIL ACTION: Approve the minutes as presented.

8. PRESENTATION FROM THE FINANCE DEPARTMENT OF WARRANTS PROCESSED DURING THE PERIOD OF MAY 2, 2020 THROUGH MAY 15, 2020.

COUNCIL ACTION: Receive and File.

9. RESOLUTION NO. 041-2020
IDENTIFYING THE STREET IMPROVEMENT PROJECTS AND ADOPTING FISCAL YEAR 2020-2021 THE LIST OF PROJECTS FOR FISCAL YEAR 2020-2021 PURSUANT TO SENATE BILL 1 (SB1) ROAD MAINTENANCE REHABILITATION ACCOUNT (RMRA) FUNDED BY SB 1: THE ROAD AND REPAIR AND ACCOUNTABILITY ACT OF 2017.

COUNCIL ACTION: Adopt Resolution No. 041-2020.

B. CONSENT CALENDAR (CONTINUED)

10. RESOLUTION NO. 042-2020
APPROVING APPLICATIONS FOR THE SALE OF SAFE AND SANE FIREWORKS AND FIREWORKS STANDS IN THE CITY OF HAWAIIAN GARDENS FOR THE YEAR 2020 INDEPENDENCE DAY CELEBRATION.

COUNCIL ACTION: Adopt Resolution No. 042-2020.

11. RESOLUTION NO. 044-2020
AUTHORIZING AN APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS - LOCAL EARLY ACTION PLANNING (LEAP).

COUNCIL ACTION: Adopt Resolution No. 044-2020.

12. RESOLUTION NO. 045-2020
RATIFYING EMERGENCY ORDER NO. 3 (COVID-19) ADOPTED BY THE CITY MANAGER, MODIFYING EMERGENCY ORDER NO. 2 (COVID-19) PREVIOUSLY ADOPTED BY THE CITY MANAGER AND RATIFIED BY THE CITY COUNCIL, AND FURTHER EXTENDING THE PRICE GOUGING PROHIBITION RELATING TO THE LOCAL EMERGENCY DUE TO THE NOVEL CORONAVIRUS (COVID-19).

COUNCIL ACTION: Adopt Resolution No. 045-2020.

13. RESOLUTION NO. 046-2020
APPROVING THE SIDE LETTER AGREEMENT TO THE TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE AMERICAN FEDERATION OF THE STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 3624, COUNCIL 36, RANK AND FILE UNIT.

COUNCIL ACTION: Adopt Resolution No. 046-2020.

14. RESOLUTION NO. 047-2020
APPROVING THE SIDE LETTER AGREEMENT TO THE TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE AMERICAN FEDERATION OF THE STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 36, COUNCIL 36, MANAGEMENT UNION.

COUNCIL ACTION: Adopt Resolution No. 047-2020.

C. DISCUSSION ITEM(S)

15. RESOLUTION NO. 040-2020
 APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR THE CONSOLIDATED LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. HG-LLA1 AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2020-2021, AND SETTING A PUBLIC HEARING ON THE PROPOSED LEVY AT THE REGULAR CITY COUNCIL MEETING ON TUESDAY, JUNE 23, 2020.

COUNCIL ACTION: Adopt Resolution No. 040-2020.

16. RESOLUTION NO. 043-2020
 APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF HAWAIIAN GARDENS AND THE SOUTHEAST LOS ANGELES COUNTY WORKFORCE INVESTMENT BOARD (SELACO-WIB) TO MODIFY THE 2019-2020 "EARN AND LEARN" WORK EXPERIENCE PROGRAM AND TO AMEND THE 2019-2021 CITYWIDE BUDGET TO INCLUDE THESE FUNDS.

COUNCIL ACTION: Adopt Resolution No. 043-2020.

17. DISCUSSION REGARDING GRADUATION PARADE.

COUNCIL ACTION: Provide staff direction.

18. CONSIDERATION TO SUPPORT OF COMMUNICATION TO GOVERNOR NEWSOM ASKING GOVERNOR TO SUPPORT GARDENS CASINO HEALTH AND SANITATION PROGRAM.

COUNCIL ACTION: Approve signing of the attached communication to Governor Newsom advocacy for his support of the Gardens Casino and other Los Angeles County card clubs.

D. COMMITTEE REPORT(S)**E. NEW BUSINESS****F. ORAL STAFF REPORT(S)****G. ORAL COUNCIL REPORT(S)****H. CLOSED SESSION****I. ADJOURNMENT**

Adjourn to a Regular City Council meeting to be held on Tuesday, June 9, 2020 at 6:00 PM.

PHA



HAWAIIAN GARDENS PUBLIC HOUSING AUTHORITY STAFF REPORT

Agenda Item No.: A-1

DATE: May 26, 2020

TO: Honorable Chairperson and Directors of the Public Housing Authority

FROM: Megan Garibaldi, Agency General Counsel

VIA: Ernie Hernandez, Agency Executive Director

SUBJECT: PUBLIC HEARING TO AMEND THAT CERTAIN REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (GREEN PROPERTY) (APN 7076-033-910)

RECOMMENDATION

Staff recommends that the Board of Directors of the Hawaiian Gardens Public Housing Authority:

1. CONDUCT THE PUBLIC HEARING.
2. APPROVE THE FIRST AMENDMENT TO THAT CERTAIN REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (GREEN PROPERTY) BETWEEN THE HAWAIIAN GARDENS PUBLIC HOUSING AUTHORITY AND HAWAIIAN 1311 LLC, DBA HOLIDAY INN EXPRESS (APN 7076-033-910)

BACKGROUND

On July 23, 2019, the Board of Directors of the Hawaiian Gardens Public Housing Authority approved that certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions (Green Property) Between the Hawaiian Gardens Public Housing Authority and Hawaiian 1311 LLC, dba Holiday Inn Express for the property located at 22434 Norwalk Blvd. in the City. (APN 7076-033-910).

On or about April 22, 2020, following a duly-noticed and conducted public hearing, the Planning Commission of the City of Hawaiian Gardens ("City") recommended approval of Buyer's proposed project for the Property, which includes the entitlements for the development of a four-story, 42,164-square foot, 71-unit hotel, which will include a lobby area, guest rooms, a meeting room, offices, a bar and lounge, fitness room, multipurpose room, business center, kitchen and breakfast area, public restrooms, laundry room, an outdoor pool and patio, 64 parking spaces, storage areas, a pool equipment room, and a mechanical/electrical room (the "Project").

On or about May 12, 2020, after a duly-noticed and conducted public hearing, the City Council of the City, pursuant to the applicable provisions of CEQA, found and determined that all of the significant environmental impacts of the Project, including through each of the entitlements, were adequately mitigated and adopted a Mitigated Negative Declaration, introduced Ordinance No. 593, approving and authorizing the execution of the Development Agreement by and

between the City and Buyer for the development of the Project, and further approved the remaining Entitlements. On or about May 26, 2020, the City Council conducted the second reading of, and thereafter adopted, Ordinance No. 593, adopting the Development Agreement.

DISCUSSION

Given the timing of when the Project approvals were issued, and in light of the ongoing pandemic which may slow the processing time for closing escrow and commencing construction, certain amendments to the Purchase Agreement are proposed. The attached First Amendment to the Purchase Agreement proposes the following changes:

1. Confirms the Closing of Escrow by September 1, 2020.
2. Requires the Developer to provide proof of financing to build the Project before the Close of Escrow.
3. Confirms the Property can only be built for the hotel purposes.
4. Requires the Developer to offer to resell the Property to the City if it does not proceed with developing the Property.

By approving the attached First Amendment to the Purchase Agreement, these changes will become effective immediately.

FISCAL IMPACT

None.

ATTACHMENTS

First Amendment to the Purchase and Sale Agreement (Green Property)

**FIRST AMENDMENT TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS (GREEN PROPERTY)**

TCB Real Estate Services
 (“**Escrow**”)
10890 Paramount Blvd.
Downey, CA 90241
Attention: Liana Cadena, Escrow Officer
 (“**Escrow Holder**”)

Escrow No: 19-1291

THIS FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (Green Property) (“**First Amendment**”) is dated this 26th day of May, 2020, by and between the **HAWAIIAN GARDENS PUBLIC HOUSING AUTHORITY**, a public body, corporate, and politic (“**Seller**”), and **HAWAIIAN 1311 LLC dba Holiday Inn Express**, a California limited liability company (“**Buyer**”). Buyer and Seller are herein sometimes referred to as a “**Party**” or the “**Parties.**” This First Amendment is made with reference to the following facts, which are intended to be part of the substance of the agreement between the Parties:

RECITALS

A. Seller owns that certain real property consisting of approximately 1.25 acres and generally located at 22434 Norwalk Boulevard, Hawaiian Gardens, California, which is more particularly described in Exhibit “A” attached to that certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions (Green Property) (the “**Agreement**”). All capitalized terms used in this Amendment shall have the meaning first given to them in the Agreement, unless otherwise defined herein.

B. On July 23, 2019, the Board of Directors of the Seller approved the Agreement, which became effective under the terms of the Agreement on August 6, 2019. Pursuant to the Agreement, Escrow No. 19-1291 was subsequently opened on August 12, 2019 with TCB Real Estate Services and is currently pending.

C. On or about April 22, 2020, following a duly-noticed and conducted public hearing, the Planning Commission of the City of Hawaiian Gardens (“**City**”) recommended approval of Buyer’s proposed project for the Property, which includes the Entitlements for the development of a four-story, 42,164-square foot, 71-unit hotel, which will include a lobby area, guest rooms, a meeting room, offices, a bar and lounge, fitness room, multipurpose room, business center, kitchen and breakfast area, public restrooms, laundry room, an outdoor pool and patio, 64 parking spaces, storage areas, a pool equipment room, and a mechanical/electrical room (the “**Project**”), as more specifically described in the following Entitlements: PLNG 2019-0033 (CONDITIONAL USE PERMIT), Case No. PLNG 2019-0034-VAR (PARKING), and Case No. PLNG2019-0035-VAR (HEIGHT), as well as the Mitigated Negative Declaration prepared for the Project, in accordance with the applicable provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et seq., and the regulations promulgated by the

Secretary of Resources pursuant thereto (Title 14 of the California Code of Regulations, Section 15000 et seq.) (collectively, “CEQA”), and a Development Agreement by and between the City and Buyer for the development of the Project (the “**Development Agreement**,” with each of the foregoing being an Entitlement, and collectively, the Entitlements).

D. On or about May 12, 2020, after a duly-noticed and conducted public hearing, the City Council of the City, pursuant to the applicable provisions of CEQA, found and determined that all of the significant environmental impacts of the Project, including through each of the Entitlements, were adequately mitigated and adopted a Mitigated Negative Declaration, introduced Ordinance No. 593, approving and authorizing the execution of the Development Agreement by and between the City and Buyer for the development of the Project, and further approved the remaining Entitlements.

E. On or about May 26, 2020, the City Council conducted the second reading of, and thereafter adopted, Ordinance No. 593, adopting the Development Agreement.

F. The Agreement provides certain provisions relating to the development of the Project, submission of Entitlements, and the Closing. The Parties now wish to amend the Agreement to clarify the conditions precedent and period for Closing, as well as a right of repurchase by the Agency in certain events.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, PROMISES, AND COVENANTS OF SELLER AND BUYER AS SET FORTH IN THE AGREEMENT, THE TERMS, PROMISES, AND COVENANTS OF SELLER AND BUYER AS SET FORTH HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. *Recitals*. The foregoing recitals are an integral part of this First Amendment and are binding on the Parties.

2. *Effective Date*. The “Effective Date” of this First Amendment shall be the date the Seller delivers an executed copy of this First Amendment to Buyer.

3. *Escrow Closing Date*. Section 1.1.31 of the Agreement (“Escrow Closing Date”) is hereby deleted and replaced in its entirety as follows:

1.1.31 **Escrow Closing Date**. The earliest of: (a) on or before the fifteenth (15th) Business Day following the Escrow Agency’s receipt of written confirmation from both Seller and Buyer of the satisfaction or waiver of all conditions precedent to the Close of Escrow; (b) the Outside Closing Date; or (c) another date mutually agreed upon in writing between the Parties for the Close of Escrow, in the Parties’ respective sole discretion.

4. *Outside Closing Date*. Section 1.1.54 of the Agreement (“Outside Closing Date”) is hereby deleted and replaced in its entirety as follows:

1.1.54 **Outside Closing Date**. September 1, 2020.

5. Definitions. Section 1.2 shall be added in its entirety to the Agreement as follows:

1.2 First Amendment Definitions: The following words, terms and phrases are added by this First Amendment and used in the Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.2.1 **Contest Notice**. Defined in Section 6.28.1(b) of the Agreement.

1.2.2 **Development Agreement**. Defined in Recital D of this First Amendment.

1.2.3 **Development Costs**. Defined in Section 4.5.9 of the Agreement.

1.2.4 **Equity Contribution**. Defined in Section 4.5.9 of the Agreement.

1.2.5 **Exercise Notice**. Defined in Section 6.28.1(a) of the Agreement.

1.2.6 **Financing Commitment**. Defined in Section 4.5.9 of the Agreement.

1.2.7 **Lender**. Defined in Section 4.5.9 of the Agreement.

1.2.8 **Loan**. Defined in Section 4.5.9 of the Agreement.

1.2.9 **Proposed Transfer**. Defined in Section 6.28.1(a) of the Agreement.

1.2.10 **Repurchase Closing**. Defined in Section 6.28.3 of the Agreement.

1.2.11 **Repurchase Escrow**. Defined in Section 6.28.3 of the Agreement.

1.2.12 **Repurchase Memorandum**. Defined in Section 6.28.5 of the Agreement and attached hereto as Exhibit "1."

1.2.13 **Repurchase Opening**. Defined in Section 6.28.3 of the Agreement.

1.2.14 **Repurchase Price**. Defined in Section 6.28.2 of the Agreement.

1.2.15 **Right to Repurchase**. Defined in Section 6.28 of this First Amendment.

1.2.16 **Transfer Notice**. Defined in Section 6.28.1(a) of the Agreement.

6. Covenant to Develop Property Consistent with Entitlements. Section 3.8.3 of the Agreement ("No Commitment to Development") is hereby deleted and replaced in its entirety, as follows:

3.8.3 Commitment to Development of Property as Hotel. Seller and Buyer acknowledge that Seller has now received the approval of the Entitlements by the City, as more specifically set forth in the Recitals of this First Amendment. Accordingly, Seller hereby covenants to develop the Property only for a hotel use, as more specifically set forth in the Entitlements, including without limitation, the Development Agreement, which is incorporated herein by this reference. Buyer's

purchase of the Property will serve the current needs of the Seller and the City. In the event that (i) Buyer commences (which shall include seeking any approvals from the City, whether discretionary or ministerial) development of the Property for any use other than those authorized by the Entitlements, (ii) does not timely commence development of the hotel use in accordance with the Schedule of Performance specified in the Development Agreement, or (iii) any of the Entitlements, including without limitation, the Development Agreement, are subsequently revoked or terminated by the City, Buyer shall be deemed in breach of this Section 3.8.3 and the Seller's remedies shall be as set forth in this Agreement, including without limitation as set forth in Section 5.5, below. This Section 3.8.3 shall survive the Close of Escrow.

7. Development of Property for Hotel Use. Section 3.10.4 of the Agreement is hereby added, as follows:

3.10.4 Development of Property for Hotel Use. Buyer is purchasing the Property solely for the purpose of developing the Property for purposes of a hotel use, as more specifically set forth in the Entitlements, including without limitation, the Development Agreement.

8. Survival of Buyer's Representations and Warranties. The paragraph immediately following Section 3.10.4, and preceding Section 3.11, is hereby deleted and replaced in its entirety, as follows:

The representations and warranties by Buyer in Section 3.10 are intended to remain materially true and correct as of the time of execution of the Agreement and are deemed to be restated at the Closing, and shall survive the Close of Escrow for a time period of six (6) months; provided, however, that Section 3.10.4 shall survive the Close of Escrow for a period of four (4) years.

9. Entitlements as Buyer's Condition Precedent to Closing. Section 4.4.3 of the Agreement ("Entitlements") is hereby deleted and replaced in its entirety, as follows:

4.4.3 Entitlements. Buyer has obtained all necessary, Final Entitlements from City, as such Entitlements have been identified in the recitals of this First Amendment, which are necessary for the use and development of the Property as a hotel, as set forth in those Entitlements; provided, however, that the Development Agreement cannot then be pending a noticed public hearing for modification, amendment, or termination.

10. Entitlements as Seller's Condition Precedent to Closing. Section 4.5.3 of the Agreement ("Entitlements") is hereby deleted and replaced in its entirety, as follows:

4.5.3 Entitlements. Buyer has obtained all necessary, Final Entitlements from City, as such Entitlements have been identified in the recitals of this First Amendment, which are necessary for the use and development of the Property as a hotel, as set forth in those Entitlements; provided, however, that the

Development Agreement cannot then be pending a noticed public hearing for modification, amendment, or termination.

11. Financing Commitment as Seller's Condition Precedent to Closing. Section 4.5.9 of the Agreement is hereby added in its entirety, as follows:

4.5.9 Financing Commitment. For purposes of ensuring the sufficiency of funding for the Development Costs (as defined below), including without limitation for the installation and construction of all on-site improvements and buildings, in a time period consistent with the deadlines specified in the Development Agreement, Buyer agrees to deliver to the City, for its reasonable approval, at least fifteen (15) days prior to the Close of Escrow, a written commitment from a lender acceptable to the City ("**Financing Commitment**"), in its reasonable discretion, and licensed to do business in California, that is financially secure and possesses a sound credit rating ("**Lender**"), which such Lender shall represent in the Financing Commitment that it has agreed, subject to the customary closing conditions and final loan documentation consistent with the terms of said written commitment(s), to make a construction loan to Buyer ("**Loan**"). In the event of any disapproval by the City, the City shall inform Buyer in writing of the reasons for such disapproval and the required changes to the Financing Commitment. Buyer shall have five (5) days from the City's notice to resubmit its Financing Commitment to reflect such changes; provided, however, that so long as the City does not unreasonably delay, any resubmissions shall not extend beyond the Close of Escrow. The amount of the Financing Commitment shall not be less than the amount of (i) a construction proforma, showing the projected pre-development and development costs of the Project, as well as the projected funding sources for such costs at the time incurred for the Project, which shall be submitted to the City at least thirty (30) days prior to the Close of Escrow, (ii) an amount equal to all consultant and Loan fees, points, commissions, charges, furnishings, fixtures, taxes, interest, start-up costs for operation, and such other costs and expenses of developing and completing the Project (collectively, the "**Development Costs**"), less (iii) the amount of Buyer's documented and committed with an equity contribution or equity financing source from its members ("**Equity Contribution**"), to the cost of constructing the Project, as such Equity Contribution is demonstrated to the City, in accordance with the terms of the Development Agreement. Buyer is required to fully fund all of the Development Costs.

12. Repurchase Memorandum as Buyer's Escrow Deposit. Section 4.7.5 of the Agreement is hereby added in its entirety, as follows:

4.7.5 Repurchase Memorandum. One (1) Repurchase Memorandum (as defined in Section 6.28 and attached hereto as Exhibit "1") signed by the authorized representative(s) of Buyer in recordable form.

13. Repurchase Memorandum as Seller's Escrow Deposit. Section 4.8.6 of the Agreement is hereby added in its entirety, as follows:

4.8.6 **Repurchase Memorandum.** One (1) Repurchase Memorandum (as defined in Section 6.28 and attached hereto as Exhibit “1”) signed by the authorized representative(s) of Seller in recordable form.

14. Breach of Provisions Surviving the Close of Escrow. Section 5.5 of the Agreement is hereby added in its entirety, as follows:

5.5 Breaches Surviving the Close of Escrow. Notwithstanding any other provision in this Agreement, in the event that Buyer breaches any of its obligations under the Agreement that survive the Close of Escrow, the City may institute any proceedings or legal action, at law or in equity, to enforce or interpret the rights or obligations of Buyer under this Agreement, including without limitation, to enforce the provisions of Sections 3.8.3 or 6.27, or to otherwise recover damages. Further notwithstanding any provision of this Agreement to the contrary, and in addition to the Seller’s other rights and remedies as set forth under this Agreement, if Buyer fails to develop the Property as a hotel use in accordance with the Entitlements or is otherwise in breach of Sections 3.8.3 or 3.10.4, Seller shall have the right, in its sole and absolute discretion, to repurchase the Property from Buyer, in accordance with the terms of Section 6.28. This Section 5.5 shall survive the Close of Escrow.

15. Attorney’s Fees; Costs of Litigation. Section 6.27 of the Agreement is hereby added in its entirety, as follows:

6.27 Attorney’s Fees; Costs of Litigation. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default, misrepresentation in connection with any of the provisions of this Agreement, or other dispute, the prevailing party shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action. This Section 6.27 of the Agreement shall survive the Close of Escrow.

16. Right of Repurchase. Section 6.28 of the Agreement is hereby added in its entirety, as follows:

6.28 Grant of Right to Repurchase. Buyer grants to Seller an exclusive first right, but not the obligation, to repurchase the Property or any portion thereof from the Buyer upon the terms and conditions set forth in this Section 6.28 (the “**Right to Repurchase**”).

6.28.1 **Events of Repurchase and Exercise of Right to Repurchase.** The Seller may exercise its Right to Repurchase with respect to the Property, as set forth in this Section 6.28, in the event that any of the following conditions exist:.

a. During the development of the Property, Buyer discovers cultural resources or artifacts that are comprised of human remains, and in compliance with the Mitigation Monitoring and Reporting Program for the Property that was adopted as part of the City's approval of the Project's Mitigated Negative Declaration prepared in compliance with CEQA, the on-site cultural resources monitor determines that Buyer may not proceed with development of the Property or the Project for longer than the time period authorized in the Development Agreement. In such event, Buyer, in its sole and absolute discretion, may propose a sale, conveyance, assignment, exchange, option, or lease with option to purchase the Property or any portion thereof or interest therein, which shall set forth the material terms of the proposed transfer (collectively referred to herein as a "**Proposed Transfer**"); provided, however, that Buyer shall first provide Seller at least thirty (30) days prior written notice (the "**Transfer Notice**") of the Proposed Transfer, and Seller, in its sole and absolute discretion, may within thirty (30) days following receipt of the Transfer Notice, determine to exercise its Right to Repurchase by delivering to Buyer notice of its intent to exercise its Right to Repurchase ("**Exercise Notice**"). Upon delivery of the Exercise Notice, Buyer shall be prohibited from proceeding with any Proposed Transfer and Seller shall repurchase the Property, as set forth herein. In the event the City does not deliver the Exercise Notice, then the Buyer may consummate the Proposed Transfer, on the terms and for the consideration specified in the Transfer Notice. If, prior to the consummation of the Proposed Transfer, any of the material terms thereof are changed, then Buyer shall again give notice of the Proposed Transfer to Seller, in accordance with the procedure set forth above, and Seller shall have a Right to Repurchase, as set forth above.

b. Buyer (i) attempts to develop the Property (including without limitation by seeking any ministerial or discretionary permits from the City) for any purpose other than a hotel use, as authorized by the Entitlements, including without limitation the Development Agreement, or (ii) is otherwise in breach of Sections 3.8.3 or 3.10.4 of this Agreement, which such breach shall include, but not be limited to, any of the Entitlements issued to Buyer, as more specifically identified in the Recitals of this First Amendment, having been terminated or revoked by the City, including without limitation the termination of the Development Agreement for failure to having timely complied with the Schedule of Performance. In such event, Seller, in its sole and absolute discretion, shall deliver to Buyer its Exercise Notice declaring its intent to exercise its Right to Repurchase the Property and shall thereafter proceed to repurchase the Property, as set forth in this Section 6.28; provided, however, that if Buyer disputes the Seller's exercise of the Right to Repurchase under this Section 6.28.1(b), within ten (10) days of the receipt of the Exercise Notice, Buyer shall provide notice to the City that it is contesting the Exercise Notice ("**Contest Notice**") and set forth the grounds for such contest. In the event Buyer timely delivers its Contest

Notice, the Seller's Board of Directors shall thereafter consider Buyer's Contest Notice at a public hearing at a regular, adjourned or special meeting of Seller, set within forty-five (45) days of Seller's receipt of the Contest Notice.

6.28.2 Repurchase Price for Property. The purchase price for Seller's repurchase of the Property, or portion thereof, upon exercise of the Right of Repurchase shall be equal to the Purchase Price in this Agreement, prorated on a square footage basis as to the portion of Property being transferred in the event less than the entire Property is transferred; provided, however, that in the event the purchase price for a Proposed Transfer is less than the Purchase Price in this Agreement, the purchase price for Seller's repurchase of the Property shall be equal to the amount of the purchase price of the Proposed Transfer ("**Repurchase Price**").

6.28.3 Close of Escrow for Repurchase. Within ten (10) days from the date of delivery of the Exercise Notice, Escrow shall be opened ("**Repurchase Escrow**") at an escrow company selected by Seller ("**Repurchase Opening**"), which Escrow shall close within sixty (60) days of the Repurchase Opening ("**Repurchase Closing**"); provided, however, that if Buyer timely delivers a Contest Notice, the Repurchase Opening shall occur within ten (10) days from the date of the decision of the Seller's Board of Directors following a public hearing to consider the Contest Notice, provided that the Seller's Board of Directors denies the Contest Notice and determines the Seller has the right to and shall proceed with exercising its Right to Repurchase. Buyer shall transfer its interest in the Property or portion thereof through the Repurchase Escrow to Seller (or its designee), subject only to real property taxes and assessments which are a lien not delinquent and covenants, conditions, restrictions, reservations, easements and rights of record at the time Buyer acquired the Property. Buyer shall be obligated to remove any new title matters. Concurrent with the Repurchase Closing, Buyer shall cause the repayment and release of any then-existing monetary liens or encumbrances (except non-delinquent real Property taxes and assessments) upon the Property or portion thereof being reacquired by Seller. Buyer and Seller, or its designee, each shall pay one-half (1/2) of the Repurchase Escrow fees. Buyer shall pay for all documentary transfer taxes and a CLTA standard coverage owner's title insurance policy issued by a title company satisfactory to Seller showing fee title vested in Seller or its designee in the condition set forth above, with liability in the amount of the Repurchase Price. The Repurchase Price shall be paid by Seller, or its designee, in cash or immediately available funds in full at the Repurchase Closing. Seller, or its designee, shall pay the recording fee for any instruments which are recorded through the Repurchase Escrow. The Parties shall execute supplemental escrow instructions as requested by the Repurchase Escrow holder, provided in the event of any inconsistency between said instructions and this Agreement, this Agreement shall control. The Parties shall further timely execute and deliver such other documentation and funds as are reasonably and customarily necessary for the Repurchase Closing.

6.28.4 **Termination of Right to Repurchase.** The Seller's Right to Repurchase shall be extinguished upon the earlier of: (a) the issuance of the certificate of occupancy by the City for the hotel, as more specifically contemplated by the Entitlements, or (b) upon the close of escrow for a Proposed Transfer if, and only if, (i) Seller fails to deliver a timely Exercise Notice following Buyer's timely delivery of a Transfer Notice, and (ii) the Proposed Transfer is consummated in strict conformity with the material terms described in the Transfer Notice.

6.28.5 **Memorandum of Right of Repurchase.** Concurrent with Close of Escrow under this Agreement, Seller and Buyer shall execute and record the Memorandum of Right to Repurchase ("**Repurchase Memorandum**"), attached hereto as Exhibit "1" and incorporated herein by this reference, in the Official Records of Los Angeles, California. In the event the Repurchase Right is terminated for any reason other than Seller's default hereunder, then Seller shall, within ten (10) business days from written request, execute, acknowledge and deliver to Buyer a quitclaim deed or other documentation as may be reasonably required in order to terminate the Repurchase Memorandum.

6.28.6 **Survival.** This entire Section 6.28 shall survive the Close of Escrow. The Notice provisions in Section 6.3 of the Agreement shall also survive the Close of Escrow.

17. *All Other Terms to Remain the Same.* Except as specifically provided by this First Amendment, all other terms of the Agreement remain the same and in full force and effect.

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SIGNATURE PAGE FOLLOWS}

Signature Page to
the First Amendment
to the Real Property Purchase and Sale Agreement
and Joint Escrow Instructions
by and between
the Hawaiian Gardens Public Housing Authority
and Hawaiian 1311 LLC dba Holliday Inn Express

IN WITNESS WHEREOF, the Parties have signed and entered into this First Amendment to the Agreement by and through the signatures of their respective authorized representative(s) as of the Effective Date, as follows:

SELLER:

HAWAIIAN GARDENS PUBLIC
HOUSING AUTHORITY,
a public body, corporate and politic

Ernie Hernandez,
Executive Director

BUYER:

HAWAIIAN 1331 LLC
dba Holiday Inn Express,
a California limited liability company

Nina Patel,
Principle Managing Member

Ashish Patel,
Principle Managing Member

ATTEST:

Lucie Colombo,
Agency Clerk

APPROVED TO FORM:

Megan Garibaldi, Best Best & Krieger LLP
Authority General Counsel

Exhibit "1"**FORM OF REPURCHASE MEMORANDUM**

Recorded at the Request of:

Clerk of the Board
Hawaiian Gardens Public Housing Authority

When Recorded, Return to:

HAWAIIAN GARDENS PUBLIC HOUSING
AUTHORITY

Attn: Clerk of the Board
21815 Pioneer Boulevard
Hawaiian Gardens, CA 90716

Exempt from filing fees pursuant to Gov. Code § 6103

MEMORANDUM OF RIGHT TO REPURCHASE PROPERTY

THIS MEMORANDUM OF RIGHT TO REPURCHASE PROPERTY ("Memorandum") is made as of _____, 2020, between the Hawaiian Gardens Public Housing Authority, a public body, corporate and politic ("Authority") and HAWAIIAN 1311 LLC, dba Holiday Inn Express, a California limited liability company ("Developer").

RECITALS

A. Developer is the owner of certain real property located in the City of Hawaiian Gardens, County of Los Angeles, State of California, as more particularly described on Attachment "1" attached hereto (the "Property").

B. Developer grants to the Authority a first right to repurchase ("Right to Repurchase") the Property more particularly described in attached Attachment "1". The Right to Repurchase is more particularly described in Section 6.28 of that certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions (Green Property) (the "Purchase Agreement"), dated for reference purposes only as of July 23, 2019, by and among the Authority and Developer.

NOW, THEREFORE, the Authority and Developer agree as follows:

1. **Term and Termination.** The term of the Right to Repurchase begins on _____, 2020 [Escrow Holder to insert date that is the Close of Escrow of the Agreement] and continues until such time as provided in Section 6.28 of the Purchase Agreement.

2. **Price and Terms.** The parties have executed and recorded this instrument to give notice of the Right to Repurchase and the respective rights and obligations of the Developer and

the Authority. The price and other terms are in the unrecorded Purchase Agreement, which is incorporated by reference in its entirety in this Memorandum. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

3. Successors and Assigns. This Memorandum shall be binding on the parties hereto and their respective heirs, successors, representatives, transferees and assigns.

4. Governing Law. This Memorandum and the Agreement are governed by California law.

5. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument.

**{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS}**

Signature Page to
 Memorandum of Right to Repurchase Property
 by and between
 the Hawaiian Gardens Public Housing Authority
 and Hawaiian 1311 LLC dba Holliday Inn Express

IN WITNESS WHEREOF, the Parties have signed and entered into this Memorandum as of the date first written above, as follows:

SELLER:

HAWAIIAN GARDENS PUBLIC
 HOUSING AUTHORITY,
 a public body, corporate and politic

Ernie Hernandez,
 Executive Director

BUYER:

HAWAIIAN 1331 LLC
 dba Holiday Inn Express,
 a California limited liability company

Nina Patel,
 Principle Managing Member

Ashish Patel,
 Principle Managing Member

ATTEST:

Lucie Colombo,
 Agency Clerk

APPROVED TO FORM:

Megan Garibaldi, Best Best & Krieger LLP
 Authority General Counsel

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, _____,
personally appeared _____

_____ personally known to me (or 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.

Witness my hand and official seal.

Notary Public

[SEAL]

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, _____,
personally appeared _____

_____ personally known to me (or 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.

Witness my hand and official seal.

Notary Public

[SEAL]

Attachment 1 to Exhibit "1"

Legal Description of the Property

Real property with Assessor's Parcel No. 7076-033-910 legally described as: Parcel 1 of Parcel Map No. 67317 in the City of Hawaiian Gardens, County of Los Angeles, State of California, as per map filed in Book 335, Pages 75 and 76 of Parcel Maps, in the Office of the of County Recorder of Said County.




**CITY OF HAWAIIAN GARDENS
PUBLIC HOUSING AUTHORITY
STAFF REPORT**

Agenda Item No. B-1City Manager. 

DATE: May 26, 2020

TO: Honorable Chairperson and Board Members

FROM: Ernie Hernandez, Executive Director

BY: Joseph Colombo, Community Development Director
Gloria R. Thomas, Housing Rehab Supervisor 

SUBJECT: **SECTION 8 HOUSING ASSISTANCE PROGRAM STATUS
REPORT FOR THE MONTH OF APRIL 2020**

SUMMARY:

The attached Voucher Management System (VMS) Report reflects the current status of the Section 8 assisted households as of April 1, 2020.

DISCUSSION:

The attached VMS Report reflects 107 (97 regular vouchers + 10 port outs) units leased to participating households along with reports on demographics on those households.

HUD has notified staff of a disbursement for the month of April 1, 2020 in Housing Assistance Payments (HAP) in the amount of \$94,494 and \$10,510 for Administrative Fees. The current available funding is to assist approximately 115-119 families monthly. Staff is routinely reviewing the waitlist to determine eligibility on additional families and increase leasing efforts.

WAIT LIST AND PREFERENCES

The Waiting List Report reflects 964 households on the Waiting List and gives demographics for those households.

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies. The order in which families receive assistance from the waiting list depends on the selection of preferences that the family qualifies for. The source of Housing Choice Voucher (HCV) funding also

may affect the order in which families are selected from the waiting list. The City of Hawaiian Gardens Housing Authority (HGHA) has established local preferences to give priority to serving families that meet those criteria.

The following are the HGHA's local preferences:

- (1) The Public Housing Authority (PHA) will offer a preference to any Hawaiian Gardens' resident family that has been terminated from its HCV program due to insufficient program funding.
- (2) Residents of Hawaiian Gardens (without regard to any minimum period of duration). Families with a member who works in or has been hired to work in Hawaiian Gardens shall also be treated as residents and given a preference in selection among applicants.
- (3) Families of service-connected disabled veterans or servicemen who contribute to the household income.
- (4) Families of all other veterans or servicemen with honorable discharge who contribute to the household income.
- (5) The PHA will give preference to: A family whose single member is an involuntarily displaced person, or whose head of household or spouse or single member is an elderly person or disabled or handicapped person over a single person, who is not elderly, disabled, handicapped or involuntarily displaced.

AGENCY ACTION:

Receive and file the attached Program Status Report.

Attachments (Demographic Reports):

1. VMS Report of Households Leased
2. Head of Household Based on Gender and BR Size
3. Household Members by Ethnicity
4. All Household Members by Race
5. Statistics Report - Voucher Waiting List Report

VMS Report

May 18, 2020

Date Range: All
 VMS Date Range: 4/1/2020...4/30/2020
 Program: All
 Payment Type: All
 Check Numbers: All
 Direct Deposit: All
 Check Cleared: All
 Port Status: Include Port Ins
 Zero HAPs: Include Zero HAPs
 Voided Payments: Omit Voided Payments
 Held Checks: Exclude Held Checks

Grouped by: VMS Month
 Sorted by: VMS Month

2020/04 : 2020/04	Unit Count	Expenses
Administrative Expenses for Port Admin Fees	0	\$540.64
Portable Vouchers Paid	10	\$16,753.00
All Other Vouchers	97	\$80,289.00
Voucher Units and HAP Expenses - First of Month	107	\$97,022.00
Number of Vouchers Under Lease on the Last Day of the Month	107	
Number of Hard to House Families Leased		
Number of PHA-Owned Units Leased	0	
Number of PBVs Under HAP And Leased	0	
Number of PBVs Under HAP And Not Leased with Vacancy Payment and Associated HAP Expense	0	\$0.00

Head of Household Based on Gender and BR Size

Report Find Criteria (374 Family Member Records Found):
 Family Members::Member Relation Code = H

	E	M	
Family Members:Member Sex = <blank>			3
Tenants:Bedrooms = ?			3
Family Members:Member Sex = F			311
Tenants:Bedrooms = ?			311
Family Members:Member Sex = M			60
Tenants:Bedrooms = ?			60

Household Members by Ethnicity

Report Find Criteria (240 Family Member Records Found):
Family Members::Member Relation Code > 0
AND Tenants::Tenant Status = Active

<u>Family Members:Member</u> <u>Ethnicity Code</u>	<u>Ethnicity Code</u> <u>(See Key)</u>
1	116
2	248

All Household Members by Race

Report Find Criteria (240 Family Member Records Found):
 Tenants::Tenant Status = Active

<u>Family Members:Member Race</u>	<u>Member Race</u>	
<u>Code Display Text</u>	<u>Code Display</u>	
<blank>		7
Asian		7
Asian Native Hawaiian/Other		49
Black/African American		1
Black/African American		47
Native Hawaiian/Other Pacific		1
White		134
White Native Hawaiian/Other		1

Statistics Report

Agency: 1 - City of Hawaiian Gardens
 Status: Active

TOTALS

Applicants on the Voucher Waiting List List	964	
Families with Children	538	55.81%
Elderly Families	195	20.23%
Families with Disabilities	195	20.23%

TOTALS BY INCOME PERCENTAGE

Extremely Low Income	815	84.54%
Very Low Income	114	11.83%
Low Income	6	0.62%
Over Income Limit	17	1.76%
Incomplete Income Data	12	1.24%

TOTALS BY ETHNICITY

Hispanic	210	21.78%
Non-Hispanic	636	65.98%

TOTALS BY RACIAL GROUP

Amer. Indian/Alaska Native	29	3.01%	Native Hawaiian/Pac. Island	6	0.62%
Asian	77	7.99%	White	149	15.46%
Black/African American	546	56.64%			

TOTALS BY PREFERENCE

Targeted Preference	248	Fourth Preference	49
First Preference	53	Fifth Preference	11
Second Preference	15	Sixth Preference	515
Third Preference	219	Seventh Preference	166

TOTALS BY BEDROOM SIZE

ALL APPLICANTS

1 BR	621
2 BR	254
3 BR	67
4 BR	9
5/+ BR	1
0 BR	0

ELDERLY APPLICANTS

1 BR	166
2 BR	21
3 BR	5
4 BR	1
5/+ BR	0
0 BR	0

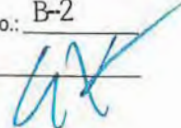
AVERAGE WAIT FOR SELECTED APPLICATIONS

Average Days	Applicants
2962	964



**CITY OF GARDENS
PUBLIC HOUSING AUTHORITY
STAFF REPORT**

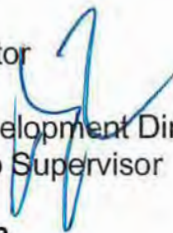
Agenda Item No.: B-2

City Manager: 

38 P. 20

DATE: May 26, 2020

TO: Honorable Chairmember and Board Members

FROM: Ernie Hernandez, Executive Director 

BY: Joseph Colombo, Community Development Director
Gloria R. Thomas, Housing Rehab Supervisor

SUBJECT: PHA RESOLUTION NO. 2020-008
A RESOLUTION OF THE HAWAIIAN GARDENS PUBLIC HOUSING AUTHORITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING WARRANTS FOR HOUSING ASSISTANCE PAYMENTS (HAP) IN THE TOTAL AMOUNT OF \$112,260.31 FOR THE MONTH OF MAY 2020.

SUMMARY

The attached warrant report submitted is for the Board's review and approval for the HAP for May 1, 2020 for a total of \$112,260.31.

FISCAL IMPACT

Fiscal impact is none. Sufficient funds have been allocated in fund 28.

RECOMMENDATION

Adopt PHA Resolution No. 2020-008

ATTACHMENT(S)

PHA Resolution No. 2020-008

**CITY OF HAWAIIAN GARDENS
PHA RESOLUTION NO. 2020-008**

A RESOLUTION OF THE HAWAIIAN GARDENS PUBLIC HOUSING AUTHORITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING WARRANTS FOR HOUSING ASSISTANCE PAYMENTS (HAP) IN THE TOTAL AMOUNT OF \$112,260.31 FOR THE MONTH OF MAY 2020.

WHEREAS, in the course of conducting municipal business, the City of Hawaiian Gardens has incurred expenses in need of payment; and

WHEREAS, a register of demands has been prepared for the Hawaiian Gardens Public Housing Authority for approval; and

WHEREAS, the Hawaiian Gardens Public Housing Authority has prepared warrants for the Housing Assistant Payments (HAP).

NOW, THEREFORE, BE IT RESOLVED, BY THE PUBLIC HOUSING AUTHORITY OF THE CITY OF HAWAIIAN GARDENS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Hawaiian Gardens Public Housing Authority hereby approves the warrants as "Attachment 1," for Housing Assistance Payment (HAP) in the following amount: \$112,260.31.

SECTION 2. The Finance Director, or his/her designee, is hereby directed to make the authorized disbursements with available funding.

SECTION 3. The Chairmember or his/her presiding officer is hereby authorized to affix his/her signature to this resolution signifying its passage and adoption by the Hawaiian Gardens Public Housing Authority.

SECTION 4. The Secretary or his/her designee shall attest and shall certify to the adoption of the Resolution and shall cause this Resolution and his/her certification to be entered into the Book of Resolutions.

PASSED, APPROVED, AND ADOPTED BY THE PUBLIC HOUSING AUTHORITY OF THE CITY OF HAWAIIAN GARDENS ON THIS 26th MAY 2020.

**JESSE ALVARADO
CHAIRMEMBER**

ATTEST:

**LUCIE COLOMBO, CMC, CPMC
SECRETARY**

INVOICE APPROVAL LIST BY FUND REPORT
WARRANT REGISTER 5/1/2020

Date: 04/29/2020
 Time: P. 2 2 1
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City of Hawaiian Gardens

Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 28 SECTION 8 HOUSING VI							
Dept: 4808 SECTION 8 HOUSING							
28-4808-4448.0000	HAP PORT-OL						
	HARRIS COUNTY HOUSING	311 N. Vista Drive 306		22503	05/01/2020	05/01/2020	10,302.00
	ORANGE CO. HOUSING AUT	5120 Lincoln Avenue #216		1025752	05/01/2020	05/01/2020	835.00
	ORANGE CO. HOUSING AUT	7622 Katella Ave 323		1025752	05/01/2020	05/01/2020	1,343.00
	ORANGE CO. HOUSING AUT	5120 Lincoln Ave, #305		1025752	05/01/2020	05/01/2020	969.00
	ORANGE CO. HOUSING AUT	7122 Santa Isabel Circle		1025752	05/01/2020	05/01/2020	2,429.00
	ORANGE CO. HOUSING AUT	17111 Kenyon Dr. #D		1025752	05/01/2020	05/01/2020	1,265.00
	ORANGE CO. HOUSING AUT	8720 Valley View st., #D1		1025752	05/01/2020	05/01/2020	1,471.00
	ORANGE CO. HOUSING AUT	198 Roosevelt		1025752	05/01/2020	05/01/2020	2,730.00
	ORANGE CO. HOUSING AUT	1009 Valencia St. #D		1025752	05/01/2020	05/01/2020	2,282.00
	ORANGE CO. HOUSING AUT	11542 Moen St		1025752	05/01/2020	05/01/2020	4,754.00
							28,380.00
28-4808-4449.0000	ADMIN FEES-I						
	HARRIS COUNTY HOUSING	311 N. Vista Drive 306		22503	05/01/2020	05/01/2020	507.51
	HARRIS COUNTY HOUSING	311 N. VISTA DRIVE, HOUSTON		22503	05/01/2020	05/01/2020	276.00
	ORANGE CO. HOUSING AUT	5120 Lincoln Avenue #216		1025752	05/01/2020	05/01/2020	67.58
	ORANGE CO. HOUSING AUT	7622 Katella Ave 323		1025752	05/01/2020	05/01/2020	67.58
	ORANGE CO. HOUSING AUT	5120 Lincoln Ave, #305		1025752	05/01/2020	05/01/2020	67.58
	ORANGE CO. HOUSING AUT	7122 Santa Isabel Circle		1025752	05/01/2020	05/01/2020	67.58
	ORANGE CO. HOUSING AUT	17111 Kenyon Dr. #D		1025752	05/01/2020	05/01/2020	67.58
	ORANGE CO. HOUSING AUT	8720 Valley View st., #D1		1025752	05/01/2020	05/01/2020	67.58
	ORANGE CO. HOUSING AUT	198 Roosevelt		1025752	05/01/2020	05/01/2020	67.58
	ORANGE CO. HOUSING AUT	1009 Valencia St. #D		1025752	05/01/2020	05/01/2020	67.58
	ORANGE CO. HOUSING AUT	11542 Moen St		1025752	05/01/2020	05/01/2020	135.16
	ORANGE CO. HOUSING AUT	198 ROOSEVELT, IRVINE, CA		1025752	05/01/2020	05/01/2020	635.00
							2,094.31
28-4808-4450.0000	HOUSING AS:						
	AGUIRRE/HEATHER//	22310 Ibex Ave.		1025731	05/01/2020	05/01/2020	826.00
	ALFARO/MARCIA A.//	22306 Elaine Ave.		1025732	05/01/2020	05/01/2020	1,286.00
	AMARO/ANA M.//	22307 Arline Avenue		1025733	05/01/2020	05/01/2020	233.00
	AMARO/ANA M.//	11814 223rd St		1025733	05/01/2020	05/01/2020	1,203.00
	BARRERA/ANTONIA//	21824 Elaine Ave.		1025734	05/01/2020	05/01/2020	800.00
	CARLSON/NORMAN//	22015 Ibex Ave		1025735	05/01/2020	05/01/2020	506.00
	CELESTIAL FORTUNE LLC	21640 Belshire Ave., D		1025736	05/01/2020	05/01/2020	1,804.00
	CENTRALIA AFFORDABLE	11926 Centralia Rd. 202		1025737	05/01/2020	05/01/2020	636.00
	CENTRALIA AFFORDABLE	11920 Centralia Rd. #201		1025737	05/01/2020	05/01/2020	863.00
	CENTRALIA AFFORDABLE	11934 Centralia Rd. 103		1025737	05/01/2020	05/01/2020	695.00
	CENTRALIA AFFORDABLE	11940 Centralia Rd., 103		1025737	05/01/2020	05/01/2020	742.00
	CENTRALIA AFFORDABLE	11938 E. Centralia Rd. 102		1025737	05/01/2020	05/01/2020	1,312.00
	CENTRALIA AFFORDABLE	11964 E. Centralia Rd. 204		1025737	05/01/2020	05/01/2020	342.00
	CENTRALIA AFFORDABLE	11920 Centralia Rd. 102		1025737	05/01/2020	05/01/2020	994.00
	CENTRALIA AFFORDABLE	11934 Centralia Rd. 201		1025737	05/01/2020	05/01/2020	1,021.00
	CENTRALIA AFFORDABLE	11900 Centralia Rd., #103		1025737	05/01/2020	05/01/2020	972.00
	CENTRALIA AFFORDABLE	11934 Centralia #102		1025737	05/01/2020	05/01/2020	909.00
	CENTRALIA AFFORDABLE	11944 Centralia Rd #104		1025737	05/01/2020	05/01/2020	853.00
	CENTRALIA AFFORDABLE	11924 Centralia Rd. 103		1025737	05/01/2020	05/01/2020	824.00
	CENTRALIA AFFORDABLE	11944 Centralia Rd. 201		1025737	05/01/2020	05/01/2020	739.00
	CENTRALIA AFFORDABLE	11962 Centralia Rd. 202		1025737	05/01/2020	05/01/2020	1,327.00
	CENTRALIA AFFORDABLE	11952 Centralia Rd. 104		1025737	05/01/2020	05/01/2020	1,245.00
	CENTRALIA AFFORDABLE	11908 Centralia Rd. 202		1025737	05/01/2020	05/01/2020	888.00
	CENTRALIA AFFORDABLE	11908 Centralia Rd. 101		1025737	05/01/2020	05/01/2020	1,245.00
	CENTRALIA AFFORDABLE	11914 E. Centralia Rd. 204		1025737	05/01/2020	05/01/2020	959.00
	CENTRALIA AFFORDABLE	11930 Centralia Rd. Apt. 103		1025737	05/01/2020	05/01/2020	1,609.00
	CHIANG/ALLEN YA-LU//	21913 Belshire Ave., #6		1025738	05/01/2020	05/01/2020	1,018.00

INVOICE APPROVAL LIST BY FUND REPORT

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City of Hawaiian Gardens

Fr	Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
		CROSS-ROADS TO HOUSING		22424 Elaine Ave.	1025739	05/01/2020	05/01/2020	598.00
		CROSS-ROADS TO HOUSING		22101 Juan Ave.	1025739	05/01/2020	05/01/2020	760.00
		CROSS-ROADS TO HOUSING		22326 Violeta Ave	1025739	05/01/2020	05/01/2020	849.00
		CROSS-ROADS TO HOUSING		12336 212th St.	1025739	05/01/2020	05/01/2020	972.00
		CROSS-ROADS TO HOUSING		12225 212th Street	1025739	05/01/2020	05/01/2020	692.00
		DONEVANT/JERRY A.//		21345 Norwalk Blvd., #99	1025740	05/01/2020	05/01/2020	697.00
		FRIAS/PABLO//		22117 Clarksdale Ave.	1025741	05/01/2020	05/01/2020	1,263.00
		HERNANDEZ/ALBERT//		22227 Horst Ave 1/2	1025742	05/01/2020	05/01/2020	74.00
		HERNANDEZ/BYRON D.//		22320 Devlin Ave.	1025743	05/01/2020	05/01/2020	937.00
		HO/NICOLE FAN//		22325 Horst Avenue	1025744	05/01/2020	05/01/2020	1,082.00
		JIANG/OU//		21607 Juan Ave., #39	1025745	05/01/2020	05/01/2020	898.00
		JONG/RAYMOND T.//		12140 E. 215th. St.	1025746	05/01/2020	05/01/2020	672.00
		JONG/RAYMOND T.//		12140 1/2 215th Street	1025746	05/01/2020	05/01/2020	699.00
		KIM/JOON CHRIS//		22118 Seine Ave	1025747	05/01/2020	05/01/2020	293.00
		KIM/JOON CHRIS//		22118 Seine Ave. B	1025747	05/01/2020	05/01/2020	1,089.00
		KIM/JOON CHRIS//		22407 1/2 Horst St.	1025747	05/01/2020	05/01/2020	1,101.00
		LAKEWOOD MOBILE ESTAT		12550 E. Carson St. 127	1025748	05/01/2020	05/01/2020	526.00
		LAKEWOOD MOBILE ESTAT		12550 E. Carson St., #144	1025748	05/01/2020	05/01/2020	266.00
		LAKEWOOD MOBILE ESTAT		12550 E. Carson St., #101	1025748	05/01/2020	05/01/2020	263.00
		LAKEWOOD MOBILE ESTAT		12550 E. Carson Street #148	1025748	05/01/2020	05/01/2020	357.00
		LAKEWOOD MOBILE ESTAT		12550 E. Carson St., 9	1025748	05/01/2020	05/01/2020	190.00
		LAKEWOOD MOBILE ESTAT		2550 E. Carson Street Sp. #117	1025748	05/01/2020	05/01/2020	175.00
		LAKEWOOD MOBILE ESTAT		12550 E. Carson St. Sp.#107	1025748	05/01/2020	05/01/2020	459.00
		LAKEWOOD MOBILE ESTAT		12550 E Carson St., #103	1025748	05/01/2020	05/01/2020	257.00
		LAKEWOOD MOBILE ESTAT		12550 E. Carson St., #78	1025748	05/01/2020	05/01/2020	188.00
		LINGAD/BECKY//		22409 Horst St. A	1025749	05/01/2020	05/01/2020	641.00
		LINGAD/BECKY//		22409 Horst St. B	1025749	05/01/2020	05/01/2020	1,491.00
		MENEZES/PAULO//		22010 Verne Ave., #5	1025750	05/01/2020	05/01/2020	815.00
		NGUYEN/PHUONG NGOC//		22017 Verne Ave	1025751	05/01/2020	05/01/2020	865.00
		QUAN/LONG//		22307 Juan Ave.	1025753	05/01/2020	05/01/2020	1,332.00
		RODRIGUEZ/ROBERT//		21728 Hawaiian Ave.	1025754	05/01/2020	05/01/2020	1,061.00
		SY/EVELYN//		22012 Belshire Ave., #12	1025755	05/01/2020	05/01/2020	924.00
		TANG/THEM L.//		21906 Pioneer	1025756	05/01/2020	05/01/2020	1,206.00
		WANGSUWANA/MAGNIFICE		21922 Devlin Ave.	1025757	05/01/2020	05/01/2020	1,161.00

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City of Hawaiian Gardens

Fund	Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
		WHELAN INV., INC.	12100 E. 226th St., #333		1025758	05/01/2020	05/01/2020	708.00
		WHELAN INV., INC.	12100 E. 226th St. Apt. 320		1025759	05/01/2020	05/01/2020	851.00
		WHELAN INV., INC.	12100 E. 226th Street #304		1025759	05/01/2020	05/01/2020	853.00
		WHELAN INV., INC.	12100 E. 226th St., 208		1025759	05/01/2020	05/01/2020	845.00
		WHELAN INV., INC.	12100 E. 226TH ST., #202		1025759	05/01/2020	05/01/2020	853.00
		WHELAN INV., INC.	12100 E. 226th St. Apt.#104		1025759	05/01/2020	05/01/2020	845.00
		WHELAN INV., INC.	12100 E. 226th Street , #227		1025759	05/01/2020	05/01/2020	764.00
		WHELAN INV., INC.	12100 226 Th St. Apt., #316		1025759	05/01/2020	05/01/2020	762.00
		WHELAN INV., INC.	12100 E. 226th St. Apt. #331		1025759	05/01/2020	05/01/2020	781.00
		WHELAN INV., INC.	12100 E. 226th St. # 324		1025759	05/01/2020	05/01/2020	954.00
		WHELAN INV., INC.	12100 E. 226th St., #328		1025759	05/01/2020	05/01/2020	611.00
		WHELAN INV., INC.	12100 E. 226th Apt., #222		1025759	05/01/2020	05/01/2020	987.00
		WHELAN INV., INC.	12100 E. 226th St., #216		1025759	05/01/2020	05/01/2020	960.00
		WHELAN INV., INC.	12100 E. 226th St Apt., 208		1025759	05/01/2020	05/01/2020	847.00
		WHELAN INV., INC.	12100 E. 226th Str.Apt. #133		1025759	05/01/2020	05/01/2020	853.00
		WHELAN INV., INC.	12100 E. 226th St., #308		1025759	05/01/2020	05/01/2020	847.00
		WHELAN INV., INC.	12100 E 226th St., #212		1025759	05/01/2020	05/01/2020	865.00
		WHELAN INV., INC.	12100 East 226th St., #322		1025759	05/01/2020	06/01/2020	1,098.00
		WHELAN INV., INC.	12100 226th St., #220		1025759	05/01/2020	05/01/2020	833.00
		WHELAN INV., INC.	12100 E. 226th St. #319		1025759	05/01/2020	05/01/2020	872.00
		WHELAN INV., INC.	12100 E. 226th St. 328		1025759	05/01/2020	05/01/2020	690.00
		WHELAN INV., INC.	12100 226th St. #205		1025759	06/01/2020	05/01/2020	903.00
		WHELAN INV., INC.	12100 E. 226th St. 318		1025759	05/01/2020	05/01/2020	845.00
		WHELAN INV., INC.	12100 E. 226th St. 130		1025759	05/01/2020	05/01/2020	853.00
		WHELAN INV., INC.	12100 226th Street #228		1025759	05/01/2020	05/01/2020	764.00
		WHELAN INV., INC.	12100 E. 226th St. 131		1025759	05/01/2020	05/01/2020	918.00
		WHELAN INV., INC.	12100 E. 226th St. 109		1025759	05/01/2020	05/01/2020	951.00
		WHELAN INV., INC.	12100 E. 226th St. 230		1025759	05/01/2020	05/01/2020	602.00
		WHELAN INV., INC.	12100 E. 226th St. 332		1025759	05/01/2020	05/01/2020	904.00
		WHELAN INV., INC.	12100 E. 226th St. 129		1025759	05/01/2020	05/01/2020	726.00
		WHELAN INV., INC.	12100 E. 226th St. Apt. #105		1025759	05/01/2020	05/01/2020	847.00
		WHELAN INV., INC.	12100 E. 226th St. #121		1025759	05/01/2020	05/01/2020	954.00
		WHELAN INV., INC.	12100 E. 226th St. 118		1025759	05/01/2020	05/01/2020	848.00
		WHELAN INV., INC.	12100 226th St. 303		1025759	05/01/2020	05/01/2020	819.00
		XUAN WU SAN BUDDIST	22001 Hawaiian Ave., #3		1025760	05/01/2020	05/01/2020	836.00
		XUAN WU SAN BUDDIST	22001 Hawaiian Ave Apt. 5		1025760	05/01/2020	05/01/2020	831.00
		YIN/KEAT//	21805 Arline Ave.		1025761	05/01/2020	05/01/2020	711.00

81,786.00

Total Dept. SECTION 8 HOUSING: 112,260.31

SECTION 8 HOUSING VOUCHERS: 112,260.31

Grand Total: 112,260.31

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
28	SECTION 8 HOUSING VOUCHERS	112,260.31	0.00
	Grand Total:	112,260.31	0.00



**CITY OF HAWAIIAN GARDENS
PUBLIC HOUSING AUTHORITY
STAFF REPORT**

Agenda Item No.: B-3

City Manager: 

43
P. 25

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Lucie Colombo, City Clerk
SUBJECT: PRESENTATIONS OF VARIOUS PUBLIC HOUSING AUTHORITY MINUTES

DISCUSSION

The Recording Secretary is to prepare and present the minutes to the Public Housing Authority Board for informational purposes.

Below and attached are the Public Housing Authority minutes presented at this time:

- APRIL 28, 2020

ATTACHMENTS

Public Housing Authority minutes as listed above.

RECOMMENDATION

Receive and File.

MINUTES

5-26-20 P. 26
44
PHA

**CITY OF HAWAIIAN GARDENS
PUBLIC HOUSING AUTHORITY**

REGULAR MEETING

TUESDAY, APRIL 28, 2020 AT 5:30 P.M.

CALL TO ORDER

The Regular meeting of the Public Housing Authority of the City of Hawaiian Gardens was called to order by Mayor Jesse Alvarado on Tuesday, April 28, 2020, at 5:44 P.M. in the City Council Chambers, 21815 Pioneer Boulevard, Hawaiian Gardens, California, and via virtual videoconference pursuant to the Governor of the State of California's Executive Order N-25-20 and N-29-20 related to the Coronavirus (COVID-19) pandemic.

Lucie Colombo, CMC, City Clerk, provided brief information relating to the conduct of the virtual video meeting due to the COVID-19 pandemic situation, as listed on the agenda.

ROLL CALL

PRESENT

CHAIRMEMBER	JESSE ALVARADO
VICE CHAIRMEMBER	LUIS ROA
DIRECTOR	VICTOR FARFAN
DIRECTOR	MYRA MARAVILLA
DIRECTOR	HANK TRIMBLE
DIRECTOR	CARMELLA MAHAR
DIRECTOR	RICHARD PRIETO

Lucie Colombo, City Clerk, announced a quorum.

The City Clerk provided information relating to the conduct of the General Public Comment and Public Hearing Public Comment sections to follow for the virtual video conference meeting as a result of the COVID-19 pandemic situation.

PUBLIC COMMENTS – GENERAL OR ITEMS ON OR NOT ON THE AGENDA

Lucie Colombo, City Clerk, stated there were no items submitted for the Public Housing Authority General Comment section.

AGENDA ORGANIZATION

There were no changes to the Agenda Organization.

A. PUBLIC HEARING(S) – NONE

B. CONSENT CALENDAR

1. BEAUTIFICATION PROGRAM UPDATE REPORT FOR THE MONTH OF FEBRUARY 2020 AND MARCH 2020: FUNDING SOURCE – LOW-MODERATE INCOME HOUSING FUND.

BOARD ACTION: Receive and file.

B. CONSENT CALENDAR—(CONTINUED)

2. SECTION 8 HOUSING ASSISTANCE PROGRAM - MONTHLY STATUS REPORT FOR FEBRUARY 2020.

BOARD ACTION: Receive and File.

3. SECTION 8 HOUSING ASSISTANCE PROGRAM - MONTHLY STATUS REPORT FOR MARCH 2020.

BOARD ACTION: Receive and File.

4. PHA RESOLUTION NO. 2020-006
APPROVE WARRANTS FOR HOUSING ASSISTANCE PAYMENTS (HAP) IN FOR THE MONTH OF MARCH 2020, IN THE AMOUNT OF \$93,091.64.

BOARD ACTION: Adopt PHA Resolution No. 2020-006.

5. PHA RESOLUTION NO. 2020-007
APPROVE WARRANTS FOR HOUSING ASSISTANCE PAYMENTS (HAP) IN FOR THE MONTH OF APRIL 2020, IN THE AMOUNT OF \$94,559.64.

BOARD ACTION: Adopt PHA Resolution No. 2020-007.

6. APPROVAL OF MINUTES AS FOLLOWS:

- OCTOBER 22, 2019 – REGULAR MEETING; AND
- JANUARY 22, 2019 – SPECIAL MEETING; AND
- FEBRUARY 25, 2020 – REGULAR MEETING.

It was moved by Director Mahar, seconded by Director Maravilla, and approved by roll call vote as follows, to adopt the Consent Calendar as presented, in its entirety.

AYES: PRIETO, MAHAR, FARFAN, MARAVILLA, TRIMBLE, ROA, ALVARADO.
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Motion carried, 7-0.

C. DISCUSSION ITEMS

7. DISCUSSION RELATING TO APPOINTMENTS OF RESIDENT DIRECTORS TO THE PUBLIC HOUSING AUTHORITY.

BOARD ACTION: Staff direction.

Ernie Hernandez, City Manager, presented the staff report.

Director Trimble had concerns regarding the Public Housing Authority application processes and procedures.

G. DISCUSSION ITEMS—(CONTINUED)

Director Maravilla made comments regarding the processes and procedures and noted the regular City Council Election is different than Public Housing Authority appointments in reference to deadlines.

There were no changes or directions given at this time.

D. NEW BUSINESS

There were no New Business items at this time.

E. CLOSED SESSION

There were no Closed Session Items at this time.

F. ORAL STAFF REPORTS

There were no Oral Staff Reports at this time.

G. ORAL AUTHORITY REPORTS

There were no Oral Authority Reports at this time.

H. ADJOURNMENT

Chairmember Alvarado adjourned the meeting at approximately 5:56 PM to the next Regular Public Housing Authority meeting to be held on Tuesday, May 26, 2020 at 5:30 PM.

Respectfully submitted:

Lucie Colombo, CMC, CPMC
Recording Secretary

APPROVED:

JESSE ALVARADO
CHAIRMEMBER

Attest:

LUCIE COLOMBO, CMC, CPMC
RECORDING SECRETARY



**CITY OF HAWAIIAN GARDENS
PUBLIC HOUSING AUTHORITY
STAFF REPORT**

Agenda Item No.:

B-4 47 P. 29

DATE: May 26, 2020
TO: Honorable Chairperson and Directors of the Public Housing Authority
FROM: Megan Garibaldi, Agency General Counsel
VIA: Ernie Hernandez, Agency Executive Director
SUBJECT: PHA RESOLUTION NO. 2020-009
**CONFIRM THE DIRECTOR OF EMERGENCY SERVICES EXECUTIVE
EMERGENCY ORDER NO. 3, RELATING TO THE LOCAL
EMERGENCY DUE TO THE NOVEL CORONAVIRUS (COVID-19)**

RECOMMENDATION

Staff recommends that the Board of Directors ratify the City's Director of Emergency Services Executive Emergency Order No. 3, by adopting the following:

PHA RESOLUTION NO. 2020-009, "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PUBLIC HOUSING AUTHORITY OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, RATIFYING EMERGENCY ORDER NO. 3 (COVID-19) ADOPTED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF HAWAIIAN GARDENS RELATING TO THE LOCAL EMERGENCY DUE TO THE NOVEL CORONAVIRUS (COVID-19)"

BACKGROUND

On March 16, 2020, the City Council of the City of Hawaiian Gardens, in accordance with Section 2.40.060.A(1) of the Hawaiian Gardens Municipal Code, adopted Resolution No. 017-2020, proclaiming the existence of a local emergency relating to the worldwide spread of a respiratory illness due to the novel coronavirus known as COVID-19.

During the pendency of the emergency, the City Manager, as the Director of Emergency Services, has the power to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency, and to execute his ordinary powers as City Manager, all of the special powers conferred upon him by Chapter 2.40 of the Hawaiian Gardens Municipal Code as authorized by the declaration of a local emergency pursuant to Resolution No. 017-2020, and all of the powers conferred upon by federal, state, and local law, including without limitation as specified in Government Code section 8630 *et seq.*

DISCUSSION

On May 8, 2020, the City Manager issued executive Emergency Order No. 3 (COVID-19) ("EO No. 3"), in accordance with the above-referenced authority. That EO No. 3 was issued following the Governor's issuance of Executive Order N-60-20 which directs residents to continue to obey State public health directives, including the stay-at-home orders and social distancing requirements, and sets forth a four-stage framework for opening businesses and spaces throughout the State. As a result of this order, many businesses within the City, including the Gardens Casino, will remain closed for the immediate future. Consequently, the City is currently experiencing a profound revenue loss from, amongst others, the Gardens Casino's continued closure.

Typically, the City offers the City's Beautification, Security Bar Removal, and Sign Programs (the "Programs") to assist City residents with exterior and interior improvements of their homes, as well as updates to commercial signage. These Programs currently present difficulties with adhering to social distancing requirements and the public health directives, as each require direct contact with Program participants, onsite visits to subject properties, and specifically with respect to the Beautification and Security Bar Removal Programs, requires staff entry into residential homes. These Programs are funded through the General Fund and PHA dollars.

In a continued effort to protect the public health, heed State health directives, and preserve City resources that would otherwise be utilized in planning such non-essential events, EO No. 3 ordered, amongst other things, the temporary suspension of the Programs through the end of the 2020 calendar year, with all proposed projects in the Program having been deferred and remaining on a waiting list until such time as the Programs restart.

The suspension of the Programs will assist with ensuring appropriate social distancing practices and compliance with State and County health orders, and is also intended to preserve City resources for essential City services during the ongoing pandemic. In the event of adjustments to the public health directives and/or availability of City resources, these suspensions may be later changed.

By adopting the attached Resolution, the Board of Directors will ratify the above-stated orders of the City Manager, as set forth in EO No. 3, as it relates to the suspension of these Programs, to the extent administered through the PHA.

FISCAL IMPACT

The suspension of the Programs will help preserve PHA resources and dollars to the extent available for essential City services.

ATTACHMENTS

Resolution No. 2020-009
Attachment "1": Emergency Order No. 03 (COVID-19)

PUBLIC HOUSING AUTHORITY
RESOLUTION NO. 2020-009

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PUBLIC HOUSING AUTHORITY OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, RATIFYING EMERGENCY ORDER NO. 3 (COVID-19) ADOPTED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF HAWAIIAN GARDENS RELATING TO THE LOCAL EMERGENCY DUE TO THE NOVEL CORONAVIRUS (COVID-19)

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus and the disease it causes, named "coronavirus disease 2019," abbreviated COVID-19 ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors ("Board of Supervisors") and the Los Angeles County Public Health Official ("County Health Official") declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 16, 2020, the City Council of the City of Hawaiian Gardens proclaimed the existence of a local emergency to ensure the availability of mutual aid and an effective response and authorized its City Manager, acting in his capacity as Director of Emergency Services, to furnish information, and to promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, since these federal, state, and local emergencies have been declared, the Governor, the Board of Supervisors, the County Health Official, the City's Director of Emergency Services, and the City Council have issued numerous additional directives to address and response to the COVID-19 pandemic;

WHEREAS, amongst others, on March 19, 2020, the Governor of the State of California issued Executive Order Executive Order N-33-20, which directed all California residents to immediately heed current State public health directives; and

WHEREAS, the State Public Health Officer has ordered all California residents to stay home except for essential needs, as defined in State public health directives; and

WHEREAS, COVID-19 continues to threaten public health throughout the State of California, including specifically within the County of Los Angeles; and

WHEREAS, recognizing that the impact of COVID-19 on public health throughout California is expected to continue to evolve is likely to vary by region throughout the State, the Governor issued Executive Order N-60-20 which directs residents to continue to obey State public health directives and sets forth a four-stage framework for opening businesses and spaces throughout the State; and

WHEREAS, As a result of these ongoing public health orders and social distancing requirements, as well as the Governor's four-stage framework, the Gardens Casino any many City businesses remain closed for the near future, which such closure is having a profound and detrimental impact on the City's finances, particularly given the City's revenue-sharing agreement with the Casino; and

WHEREAS, to mitigate the impacts of the loss of revenues from the closure of the Gardens Casino, the City must immediately prioritize essential services, such as police, fire, public works, and senior services, throughout the City;

WHEREAS, the City and Public Housing Authority ("PHA") operate the Beautification, Security Bar Removal, and Sign Programs ("Programs"), which the former two programs help residents with exterior and interior improvements of their homes, and the latter program assists businesses with identification signs by replacing or updating them; and

WHEREAS, the Programs each require direct contact with Program applicants, onsite visits to subject properties, and specifically with respect to the Beautification and Security Bar Removal Programs, requires staff entry into residential homes, and thus these efforts are necessary to proactively reduce the spread of COVID-19 through non-essential gatherings and engage in appropriate social distancing; and

WHEREAS, the Programs are funded through General Fund and PHA dollars, and thus the suspension of the Programs further preserves City and PHA resources for essential City serviced during the ongoing pandemic, to the extent PHA resources are available for such services; and

WHEREAS, in a continued effort to protect the public health, heed State health directives, and preserve City resources that would otherwise be utilized in planning the Non-Essential City Events and administering the Programs, on May 8, 2020, the City Manager, acting as the Director of Emergency Services, adopted Emergency Order No. 3, which amongst other things, immediately ordered the: temporary suspension of the Programs through December 31, 2020, subject to a change in the public health directives and/or availability of City resources, as more specifically set forth in Emergency Order No. 3, attached hereto as Attachment 1 and incorporated herein by this reference; and

WHEREAS, by this Resolution, the Board of Directors confirms and ratifies, to the extent relevant to the PHA, the aforementioned Emergency Order No. 3 issued by the City Manager, in accordance with Hawaiian Gardens Municipal Code section 2.40.060(A)(6)(a) and pursuant to the City Council's declaration of a local emergency, as set forth in City Council Resolution No. 017-2020, and the City's police powers and powers afforded to the City in time of national, state, county and local emergency during an unprecedented health pandemic, such powers being afforded by the State Constitution, State law and the Chapter 2.40 of the Hawaiian Gardens Municipal Code to protect the peace, health, and safety of the public, by Emergency Order No. 3; and

WHEREAS, the Board of Directors further finds that this Resolution is necessary for the preservation of the public peace, health, and safety of residents living within the City and finds urgency in adopting this Resolution and in the Emergency Order No. 3 having been immediately issued based on the facts described herein, and is necessary to provide for the protection of life and property.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Public Housing Authority of the City of Hawaiian Gardens hereby proclaims and orders as follows:

Section 1. The foregoing recitals are true and correct, and incorporated herein by this reference.

Section 2. The Board of Directors hereby ratifies, to the extent relevant to the PHA, Emergency Order No. 3, issued by the City Manager, acting as the Director of Emergency Services, on May 8, 2020, which is attached hereto as Attachment 1.

Section 3. The City Manager, acting as the Director of Emergency Services, is hereby directed to take all further actions necessary and appropriate to implement the Emergency Order No. 3 as it relates to the PHA.

Section 4. This Resolution shall take effect immediately upon adoption.

Section 5. The Secretary of the Board of Directors shall certify to the passage and adoption of this Resolution and enter into the book of original resolutions.

PASSED AND ADOPTED by the Board of Directors of the Public Housing Authority for the City of Hawaiian Gardens at a regular meeting on the 26th day of May, 2020.

Jesse Aivarado, Chairperson
Public Housing Authority

Attest:

Lucie Colombo, CMC
Secretary of the Board

Emergency Order No. 3 (COVID-19)

{See Attached}

EMERGENCY ORDER NO. 03 (COVID-19)**EMERGENCY ORDER OF THE DIRECTOR OF
EMERGENCY SERVICES OF THE CITY OF HAWAIIAN
GARDENS, COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA, AS AUTHORIZED PURSUANT TO CITY
COUNCIL RESOLUTION NO. 017-2020, DECLARING A
LOCAL EMERGENCY REGARDING NOVEL
CORONAVIRUS (COVID-19)**

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus and the disease it causes, named "coronavirus disease 2019," abbreviated COVID-19 ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors ("Board of Supervisors") and the Los Angeles County Public Health Official ("County Health Official") declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 16, 2020, the City Council of the City of Hawaiian Gardens proclaimed the existence of a local emergency to ensure the availability of mutual aid and an effective response and authorized its City Manager, acting in his capacity as Director of Emergency Services, to furnish information, and to promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, since these federal, state, and local emergencies have been declared, the Governor, the Board of Supervisors, the County Health Official, the City's Director of Emergency Services, and the City Council have issued numerous additional directives to address and response to the COVID-19 pandemic;

WHEREAS, amongst others, on March 19, 2020, the Governor of the State of California issued Executive Order Executive Order N-33-20, which directed all California residents to immediately heed current State public health directives; and

WHEREAS, the State Public Health Officer has ordered all California residents to stay home except for essential needs, as defined in State public health directives; and

WHEREAS, COVID-19 continues to threaten public health throughout the State of California, including specifically within the County of Los Angeles; and

WHEREAS, recognizing that the impact of COVID-19 on public health throughout California is expected to continue to evolve is likely to vary by region throughout the State, the Governor issued Executive Order N-60-20 which directs residents to continue to obey State public health directives and sets forth a four-stage framework for opening businesses and spaces throughout the State; and

WHEREAS, this multi-staged framework anticipates not permitting mass gatherings, such as concerts, sporting events, conventions, and similar events, until the last stage of the Governor's staged framework ("Stage Four"), at which time stay-at-home orders will be lifted; and

WHEREAS, achieving Stage Four is dependent on satisfying the Governor's six benchmarks for lifting the stay-at-home orders, which includes but is not limited to expanding testing capacity, adopting measures to protect the most vulnerable and further physical distancing guidance, addressing hospital needs, developing therapeutics, and establishing herd immunity or potentially developing a vaccine; and

WHEREAS, given that it is anticipated that it will take several months to achieve the benchmarks for lifting the stay-at-home orders, the City anticipates that it is unlikely to be able to host any non-essential City events involving mass gatherings until Stage Four has been achieved, including without limitation the Memorial Day Celebration, Scholarship Dinner, Mayor's Youth Walk of Achievement, Independence Day Celebration, Summer Car Show, Robert Canada Friendship Pow Wow, Red Ribbon Week Rally and Walk, Halloween Program, Veterans Day Ceremony, and Christmas Tree Lighting Ceremony ("Non-Essential City Events"); and

WHEREAS, further, as a result of these ongoing public health orders and social distancing requirements, as well as the Governor's four-stage framework, the Gardens Casino remains closed for the foreseeable future, which such closure is having a profound and detrimental impact on the City's finances given the City's revenue-sharing agreement with the Casino; and

WHEREAS, to mitigate the impacts of the loss of revenues from the closure of the Gardens Casino, the City must immediately prioritize essential services, such as police, fire, public works, and senior services, throughout the City;

WHEREAS, in a continued effort to protect the public health, heed State health directives, and preserve City resources that would otherwise be utilized in planning such non-essential events, the City intends to immediately cancel the Non-

Essential City Events for the remainder of the calendar year, subject to a change in the public health directives and/or availability of City resources; and

WHEREAS, in a further effort to protect the public health, heed State health directives, and preserve City resources, the City intends to immediately suspend, through December 31, 2020, its Beautification, Security Bar Removal, and Sign Programs ("Programs"), which the former two programs help residents with exterior and interior improvements of their homes, and the latter program assists business with identification signs by replacing or updating them; and

WHEREAS, the Programs each require direct contact with Program applicants, onsite visits to subject properties, and specifically with respect to the Beautification and Security Bar Removal Programs, requires staff entry into residential homes, and thus these efforts are necessary to proactively reduce the spread of COVID-19 through non-essential gatherings and engage in appropriate social distancing; and

WHEREAS, the Programs are funded through General Fund and PHA dollars, and thus the suspension of the Programs further preserves City and PHA resources for essential City serviced during the ongoing pandemic; and

WHEREAS, this Order is issued pursuant to the City Council's declaration of a local emergency, as set forth in Resolution 017-2020, and the City's police powers and powers afforded to the City in time of national, state, county and local emergency during an unprecedented health pandemic, such powers being afforded by the State Constitution, State law and Chapter 2.40 of the Hawaiian Gardens Municipal Code to protect the peace, health, and safety of the public; and

WHEREAS, the Director of Emergency Services finds that this Order is necessary for the preservation of the public peace, health, and safety of residents living within the City and finds urgency in issuing this Order immediately based on the facts described herein. Under Government Code Section 8634, this Order is necessary to provide for the protection of life and property.

NOW, THEREFORE, I, Emie Hernandez, the Director of Emergency Services for the City of Hawaiian Gardens, in accordance with the authority vested in me by the above-referenced laws, does hereby issue the following Order to become effectively immediately, subject to ratification as soon as practicable by the City Council:

IT IS HEREBY ORDERED THAT:

Section 1. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Effective immediately, all Non-Essential City Events are cancelled, for purposes of heeding the Governor of the State of California's Executive Orders and

the State Health Officer's public health directives, protecting the health and safety of the residents and staff of Hawaiian Gardens, and preserving the City's financial resources. The cancellation of the Non-Essential City Events shall be subject to change, in the event of a change in the public health directives and/or availability of City resources, at the direction of the City Council.


Section 3. Effective immediately, the Programs have been temporarily suspended through December 31, 2020, for purposes of heeding the Governor of the State of California's Executive Orders and the State Health Officer's public health directives, protecting the health and safety of the residents and staff of Hawaiian Gardens, and preserving the City's financial resources. All proposed projects in the Program have been deferred and will remain on a waitlist until such time as the Programs restart. This suspension of the Programs shall be subject to change, in the event of a change in the public health directives and/or availability of City resources, at the direction of the City Council.

Section 4. If any section, subsection, sentence, clause, phrase or word of this Order is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such decision shall not affect the remaining provisions of this Order.

Section 5. The Director of Emergency Services finds and declares that adoption and implementation of this Order is necessary for the immediate preservation and protection of the public peace, health and safety, as detailed above, as well as the City's available resources. Under Government Code Section 8634 and Hawaiian Gardens Municipal Code Chapter 2.40, this Order is necessary to provide for the protection of life and property for the reasons set out herein. The Director of Emergency Services therefore finds and determines that the immediate preservation of the public peace, health and safety, and protection of life and property, require that this Order be immediately enacted, pursuant to Government Code section 8634.


Section 6. As soon as hereafter possible, this Order shall be filed with the City Clerk and widespread publicity and notice shall be given of this Order.

ADOPTED this 8th day of May, 2020.



Ernie Hernandez
City Manager
Director of Emergency Services

ATTEST:

 5/8/2020
LUCIE COLOMBO
CITY CLERK

APPROVED AS TO FORM:


MEGAN K. GARIBALDI
CITY ATTORNEY

SARDA



**CITY OF HAWAIIAN GARDENS
SUCCESSOR AGENCY RDA
STAFF REPORT**

59
Agenda Item No.: B-1 P . 4 1
City Manager: _____

DATE: May 26, 2020
TO: Honorable Chairmember and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Linda Hollinsworth, Finance Director/Treasurer
Abraham Yi, Accounting Specialist *AA*
SUBJECT: **WARRANTS AND WIRES PROCESSED DURING THE PERIOD OF APRIL 18 TO MAY 15, 2020**

SUMMARY

Information for the Successor Agency warrants and wires processed during the period of April 18 to May 15, 2020.

FISCAL IMPACT

<u>Description</u>	<u>Warrant Information</u>	<u>Amount</u>
Bank of New York Mellon	Bond Pmt 4/28/20	\$477,632.68
Total for April 18-May 15, 2020		\$477,632.68

RECOMMENDATION

Approve and file

ATTACHMENT(S)

- A. AP Invoice Approval Lists by Vendor
- B. AP Invoice Approval Lists by Fund

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

BNY PMTS 04/18/20 TO 05/15/20

Date: 05/20/2020

Time: 1:21 pm

Page: 1

City of Hawaiian Gardens

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
BANK OF NEW YORK MELLON	0821A	INTEREST 19A/19B AND CASH ON HAND	61196	04/28/2020	<u>477,632.68</u>
				Vendor Total:	<u>477,632.68</u>
				Grand Total:	<u>477,632.68</u>
				Less Credit Memos:	<u>0.00</u>
				Net Total:	<u>477,632.68</u>
				Less Hand Check Total:	<u>0.00</u>
				Outstanding Invoice Total :	<u>477,632.68</u>
Total Invoices:	1				

INVOICE APPROVAL LIST BY FUND REPORT
 BNY PMTS 04/18/20 TO 05/15/20

City of Hawaiian Gardens

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 53 SUCCESSOR AGENCY I							
Dept: 0000 ASSETS							
53-0000-1008.0000 CASH - FISCA							
	BANK OF NEW YORK MELLC	200601-19A/BINT	INTEREST 19A/19B AND	61196	04/14/2020	04/14/2020	-183.25
	BANK OF NEW YORK MELLC	200601-19A/BINT	INTEREST 19A/19B AND	61196	04/14/2020	04/14/2020	406,190.93
	BANK OF NEW YORK MELLC	200601-19A/BINT	INTEREST 19A/19B AND	61196	04/14/2020	04/14/2020	71,625.00
							477,632.68
Total Dept. ASSETS:							477,632.68
AGENCY DEBT SERVICE:							477,632.68
Grand Total:							477,632.68

Recap by Fund


Fund #	Fund Name	Amount To Pay	Amount To Relieve
53	SUCCESSOR AGENCY DEBT SERVICE	477,632.68	0.00
Grand Total:		477,632.68	0.00



**CITY OF HAWAIIAN GARDENS
SUCCESSOR AGENCY RDA
STAFF REPORT**

Agenda Item No.: ⁶² B-2

P. 44

City Manager: 

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Lucie Colombo, CMC, CPMC, City Clerk
SUBJECT: PRESENTATIONS OF VARIOUS SUCCESSOR AGENCY RDA MINUTES

DISCUSSION

The Secretary is to prepare and present the minutes to the Successor Agency RDA Directors for informational purposes.

Below and attached are the Public Housing Authority minutes presented at this time:

- JANUARY 14, 2020

ATTACHMENTS

Successor Agency RDA minutes as listed above.

RECOMMENDATION

Receive and File.

MINUTES

**CITY OF HAWAIIAN GARDENS
SUCCESSOR AGENCY TO THE RDA**

REGULAR MEETING

TUESDAY, JANUARY 14, 2020 AT 5:45 P.M.

CALL TO ORDER

The Regular meeting of the Successor Agency to the RDA of the City of Hawaiian Gardens was called to order by Chairmember Alvarado on Tuesday, January 14, 2020, at 5:45 PM, in the City Council Chambers, 21815 Pioneer Boulevard, Hawaiian Gardens, California.

ROLL CALL

PRESENT

CHAIRMEMBER	JESSE ALVARADO
VICE CHAIRMEMBER	LUIS ROA
DIRECTOR	VICTOR FARFAN
DIRECTOR	MYRA MARAVILLA (absent)
DIRECTOR	HANK TRIMBLE

Lucie Colombo, City Clerk, announced a quorum.

PUBLIC COMMENTS – GENERAL OR ITEMS ON THE AGENDA

There were no Public Comments at this time.

AGENDA ORGANIZATION

There was no change to the Agenda Organization.

- A. PUBLIC HEARINGS - NONE**
- B. CONSENT CALENDAR-**Items listed on the Consent Calendar are considered routine and will be enacted by one motion and one vote, There will be no separate discussion of these items. If discussion is desired, that item may be removed from the Consent Calendar and will be considered separately.
 - 1. SARDA RESOLUTION NO. 2020-001
ADOPTING THE 20-21 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR THE PERIOD OF JULY 2020 THROUGH JUNE 2021.

AGENCY ACTION: Adopt SARDA Resolution No. 2020-001.

PRESENTATION FROM THE FINANCE DEPARTMENT OF WARRANTS AND

B. CONSENT CALENDAR (CONTINUED)

2. WIRES PROCESSED DURING IN NOVEMBER AND DECEMBER 2019.

COUNCIL ACTION: Receive and File

It was moved by Councilmember Farfan, seconded by Councilmember Maravilla and approved by voice vote to adopt the Consent Calendar as presented, in its entirety.

C. DISCUSSION ITEMS

There were no Discussion Items at this time.

D. NEW BUSINESS

There were no New Business Items at this time.

E. CLOSED SESSION

There were no Closed Session Items at this time.

F. ORAL STAFF REPORTS

There were no Oral Staff Reports Items at this time.

G. ORAL AGENCY REPORTS

There were no Oral Agency Reports Items at this time.

H. ADJOURNMENT

Chairmember Alvarado adjourned the meeting at 5:56 PM to the next Regular Successor Agency to the RDA meeting to be held on Tuesday, February 26, 2020 at 5:45 PM.

Respectfully submitted:

Lucie Colombo, CMC, CPMC
City Clerk

APPROVED:

JESSE ALVARADO
CHAIRMEMBER

ATTEST:

Lucie Colombo, CMC, CPMC
City Clerk

CITY COUNCIL



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

Agenda Item No.: B-1

City Manager: [Signature]

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Joseph Colombo, Community Development Director
Kevin Nguyen, Associate Planner II

SUBJECT: ORDINANCE NO. 593, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING DEVELOPMENT AGREEMENT NO. 583 (CASE NO. PLNG2020-0024) BETWEEN THE CITY OF HAWAIIAN GARDENS AND HAWAIIAN 1311 LLC DBA HOLIDAY INN EXPRESS & SUITES, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND ADOPTING THE ASSOCIATED INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

SUMMARY

On May 12, 2020, the City Council conducted a public hearing and introduced the first reading of Ordinance No. 593 for the Development Agreement (No. 583) that associated with the new Holiday Inn Express & Suites project located at 22434 Norwalk Boulevard. Also, the City Council adopted Resolutions approving the following entitlements for the project:

- A conditional use permit to construct and operate a 71-room Holiday Inn Express & Suites; and,
- A variance to a reduce the required on-site parking from 76 to 64 spaces; and,
- A variance to allow the hotel building to increase the maximum allowable height from forty-five (45) feet to fifty-three (53) feet.

Pursuant to the Hawaiian Gardens Municipal Code Section 18.100.120 (Development Agreements), the City Council is required to conduct the second reading following the first reading of the Ordinance. Since the public hearing was opened and then closed at the May 12, 2020 meeting, no further public hearing is required for this item. The City Council is required to conduct the second reading for the final adoption of the Ordinance. The Ordinance shall become effective 30 days after the final reading of the ordinance approving the development agreement. A summary and discussion of the project, including the ordinance can be found in the Staff Report dated May 12, 2020. (Attachment "D")

ENVIRONMENTAL ANALYSIS

Adoption of the ordinance is subject to the California Environmental Quality Act (CEQA) Guidelines. An Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to conform to the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines and the regulations of the City of Hawaiian Gardens. Also in conformance with CEQA, the City has prepared a Mitigation Monitoring and Reporting Program (MMRP) for reporting and monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects. The MMRP has been included as Exhibit "B" of this staff report.

FISCAL IMPACT

Adoption of the ordinance will not have an impact to the general fund. All costs associated with the project are covered by fees paid by the applicant/developer.

RECOMMENDATION

Staff recommends that the City Council read by title only, waive further reading, and adopt Ordinance No. 593.

ATTACHMENTS

- A. Ordinance No. 593
- B. Exhibit "A" – Development Agreement No. 583
- C. Exhibit "B" – Mitigation Monitoring and Reporting Program
- D. Staff Report dated May 12, 2020

CITY OF HAWAIIAN GARDENS
ORDINANCE NO. 593

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING DEVELOPMENT AGREEMENT NO. 583 (CASE NO. PLNG2020-0024) BETWEEN THE CITY OF HAWAIIAN GARDENS AND HAWAIIAN 1311 LLC DBA HOLIDAY INN EXPRESS & SUITES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND ADOPTING THE ASSOCIATED INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

WHEREAS, the Applicant/Developer proposes to enter in a development agreement with the City of Hawaiian gardens in connection with the development of a proposed 71-room Holiday Inn Express and Suites locates at 22434 Norwalk Boulevard, Hawaiian Gardens, CA; APN 7076-033-910 (Property); and,

WHEREAS, the Property is currently located within the C-4 (General Commercial) zoning district and is designated as General Commercial on the City of Hawaiian Gardens Land Use Map of the City's General Plan; and,

WHEREAS, in accordance with the requirements of the California Environmental Quality Act, a notice of the intent to adopt the Initial Study/Mitigated Negative Declaration (IS/MND) was posted at the Los Angeles County Recorder's Office on March 6, 2020; and,

WHEREAS, on April 22, 2020, the Planning Commission held a duly noticed public hearing, and after fully considering all oral and written testimony, and facts and opinions offered at the aforesaid public hearing, adopted Planning Commission Resolution No. 2020-015 recommending approval of the proposed Development Agreement to the City Council by a 4-0 vote; and,

WHEREAS, on May 12, 2020, the City Council held a duly noticed public hearing, and after fully considering all oral and written testimony, and facts and opinions offered at the aforesaid public hearing, adopted Resolutions approving the development of a 71-room Holiday Inn Express & Suites; and,

WHEREAS, on May 12, 2020, the City Council introduced the ordinance by first reading and approved Ordinance No. 593 (Development Agreement), and scheduled a second hearing of Ordinance No. 593 on May 26, 2020; and,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals

The City Council hereby finds and determines that all of the foregoing recitals and the amended condition of approval (Condition No. 2 of Attachment "A") presented herewith are true and correct and are incorporated herein by reference.

SECTION 2. Development Agreement Ordinance Findings

A. The City Council finds that the provisions of the Development Agreement are consistent with the City of Hawaiian Gardens General Plan and any applicable specific plan. The Development Agreement furthers implementation of the following General Plan Policies and Goals: Goal LU-1, provide opportunity for continued revitalization of a balanced community; Economic Development Policy 1.4 – Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street; Land Use Element Policy 4.2- Encourage development of vacant and underutilized commercial parcels, and Goal ED-5, sustain and expand the local employment base of the community.

B. The City Council finds that the Development Agreement is compatible with the uses authorized in the C-4 (General Commercial) zoning district. The hotel use is consistent with C-4 zone as a conditionally permitted use.

C. The City Council finds that the Development Agreement is in conformity with the public convenience, general welfare, and good land use practice. The Development Agreement will provide for a high-quality hotel in the City in an appropriate part of the City and will encourage visitors to come to the City.

D. The City Council finds that the Development Agreement will not be detrimental to the public health, safety, and general welfare. The Development Agreement for a Holiday Inn Express & Suites that will be operated in a safe, professional, and high-quality manner will not be detrimental to the public health, safety, and general welfare of the City and its residents.

E. The City Council will not adversely affect the orderly development of property or the preservation of property values in the City. The Holiday Inn Express & Suites will be a high-quality hotel in the City's commercial zone and will hopefully be a staple of the City for years to come as a dependable and professional hotel.

F. The City Council finds that the Development Agreement is consistent with Government Code Section 65864 through 65869.5 and is in compliance with all the conditions, requirements and restrictions of the Hawaiian Gardens Municipal Code.

SECTION 3. Adoption of an Ordinance Approving Development Agreement No. 583

The City Council of the City of Hawaiian Gardens HEREBY ADOPTS Development Agreement No. 583 regarding the new Holiday Inn Express & Suites to the satisfaction of the City Council. The Development Agreement has been included as Exhibit "A".

SECTION 4. The City Council of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to conform to the requirements of the California Environmental Quality

Act (CEQA), the CEQA Guidelines and the regulations of the City of Hawaiian Gardens. Also in conformance with CEQA, the City has prepared a Mitigation Monitoring and Reporting Program (MMRP) for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects, which is adopted together with the IS/MND. The MMRP is incorporated as condition of approval (Attachment 'B') by reference.

SECTION 5. Reliance on Record

Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6. Summaries of Information

All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 7. Severability

If any chapter, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council 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, phrases, or portions be declared invalid or unconstitutional.

SECTION 8. Certification

The City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and, within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of City Clerk, and shall cause the same to be filed with the California Building Standards Commission at 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833.

SECTION 9. Effective Date

This Ordinance shall become effective thirty (30) days from the date of its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council on the 26th day of May 2020.

CITY OF HAWAIIAN GARDENS

LUIS ROA
MAYOR PRO TEM

ATTEST:

LUCIE COLOMBO, CMC, CPMC
CITY CLERK

Exhibit "A"

Development Agreement No. 583

Recorded at the Request of:

City Clerk
City of Hawaiian Gardens, California

When Recorded, Return to:

City of Hawaiian Gardens
Attn: City Clerk
21815 Pioneer Boulevard
Hawaiian Gardens, CA 90716

Exempt from filing fees pursuant to Gov. Code § 6103

DEVELOPMENT AGREEMENT NO. 583

A Development Agreement

for

**“The Green Property,”
22434 Norwalk Blvd., Hawaiian Gardens, CA 90716-1546,
APN 7076-033-910**

by and between

**THE CITY OF HAWAIIAN GARDENS,
a California Municipal Corporation**

and

**HAWAIIAN 1311 LLC DBA HOLIDAY INN EXPRESS,
a California Limited Liability Company**

Hawaiian Gardens/Holiday Inn Express
Development Agreement No.

DEVELOPMENT AGREEMENT NO. 583

This Development Agreement No. 583 (“**Agreement**”) is entered into as of the Effective Date (as defined below), by and between the City of Hawaiian Gardens, a California municipal corporation (“**City**”) and HAWAIIAN 1311 LLC dba Holiday Inn Express, a California limited liability company (“**Developer**”). The City and Developer may, from time to time, be referred to herein individually as a “**Party**” or together as the “**Parties.**”

RECITALS

The following recitals are an integral part of this Agreement and are binding on the Parties. Capitalized terms used in these Recitals shall have the meanings ascribed to such terms as set forth in Section 1.1.

A. The Development Agreement Statute, codified at Government Code section 65864 *et seq.*, authorizes the City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property in order to, among other things: ensure high quality development in accordance with comprehensive plans; provide certainty in the approval of development projects so as to avoid the waste of resources and the escalation in the cost of housing and other development to the consumer; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules, and regulations, subject to the applicable conditions of approval, in order to strengthen the public planning process and encourage private participation in comprehensive planning and reduce the private and public economic costs of development; and encourage and provide for the development of public infrastructure and amenities to support the development of new housing and commercial projects.

B. Developer has an equitable and/or legal interest in Property, which is more specifically described in Exhibit “A” and depicted in Exhibit “B” of this Agreement, in that it has the contractual right to purchase the Property from the City of Hawaiian Gardens Public Housing Authority, pursuant to which the Authority has agreed to sell the Property, and Developer has agreed to buy the Property and Develop the Project, all as more specifically set forth in the Purchase Agreement.

C. In connection with the approval and development of the Project, Developer has applied for the Development Approvals. Developer has also requested and seeks approval of this Agreement in order to create a beneficial development project and a physical environment that will conform to and complement the goals of the City, be sensitive to human needs and values, and facilitate efficient traffic circulation. By its approval and execution of this Agreement, City has determined that the City (including, without limitation the existing and future residents of the City) will receive the following direct and indirect benefits from the implementation of this Agreement:

1. The Project will conform to the City’s goal to manage growth through the use of, among other things, comprehensive planning and design, project-wide continuity of landscaping and architectural design, state-of-the-art development

standards, and planning concepts.

2. Payment of the Monument Sign Contribution for the cost of design, engineering, installation and construction of a roadway median monument sign located on Norwalk Boulevard at the City's gateway and immediately adjacent to the Property ("Monument Sign").
3. Payment of the Project Fair Share Contribution for the Project's varying development impacts on the City, as more specifically set forth herein.
4. Development of the Project will generate significant increases in revenue to the City, through Project generation of Transit Occupancy Tax revenues (HGMC Chapter 5.95), sales tax revenues, and increased property tax revenues.

D. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Government Code section 65864 et seq. is intended.

E. The best interests of the citizens of the City of Hawaiian Gardens and the public health, safety and welfare will be served by entering into this Agreement. Further, the City Council hereby finds and determines that this Agreement will enable the City to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the City.

F. The following actions and approvals with respect to this Agreement and the Project, which have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters, have been taken and given by the City:

1. On or about April 22, 2020, following a duly-noticed and conducted public hearing, the Planning Commission of the City took action on the Project;
2. On or about May 12, 2020, the City Council of City approved the Development Approvals;
3. On or about May 12, 2020, pursuant to the applicable provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et seq., and the regulations promulgated by the Secretary of Resources pursuant thereto (Title 14 of the California Code of Regulations, Section 15000 et seq.) (collectively, "CEQA"), the City Council of the City found and determined that all of the significant environmental impacts of the Project, including this Agreement, were adequately mitigated and adopted a Mitigated Negative Declaration;
4. On or about May 12, 2020, after a duly-noticed and conducted public hearing, the City Council of the City introduced Ordinance No. 593 approving and authorizing the execution of this Agreement and on May 26, 2020, the City

Council adopted said Ordinance (the "Authorizing Ordinance"), a copy of which Authorizing Ordinance is on file in the City Clerk's office at City Hall.

G. In consideration of the public improvements and benefits to be provided by Developer and the Project, and in order to strengthen the public planning process and provide significant economic benefits to the City of Hawaiian Gardens community, by this Agreement the City intends to provide to Developer the assurance that it can proceed with Development of the Project for the Term of this Agreement pursuant to the terms and conditions of this Agreement and in accordance with the City's General Plan, ordinances, policies, rules, and regulations existing as of the Effective Date. In reliance on the City's covenants in this Agreement concerning the Development of the Property, the Developer has and will in the future incur substantial costs in preparation of the Property for the construction and installation of improvements thereon.

H. Pursuant to Section 65867.5 of the Development Agreement Statute, the City Council has found and determined that: (i) this Agreement and the Development Plan for the Project implement the goals and policies of City's General Plan, provide balanced and diversified land uses and impose appropriate standards and requirements with respect to land development and usage in order to maintain the overall quality of life and the environment within the City of Hawaiian Gardens; (ii) this Agreement is in the best interests of and not detrimental to the public health, safety, and general welfare of the City and its residents; (iii) adopting this Agreement is consistent with the City's General Plan and constitutes a present exercise of the City's police power; and (iv) this Agreement is being entered into pursuant to and in compliance with the requirements of Section 65864 *et seq.* of the Development Agreement Statute.

I. Pursuant to Hawaiian Gardens Municipal Code section 18.110.120, subdivision D, the City Council has found and determined that this Agreement: (i) is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable Specific Plan; (ii) is compatible with the uses authorized in, and the regulations prescribed for, the land use zone in which the real property is located; (iii) is in conformity with public convenience, general welfare, and good land use practice; (iv) will not be detrimental to the public health, safety, and general welfare; (v) will not adversely affect the orderly development of property or the preservation of property values; and (vi) is consistent with requirements of Section 65864 *et seq.* of the Development Agreement statute.

J. The terms and conditions of this Agreement have undergone extensive review by City and Developer and have been found to be fair, just and reasonable.

TERMS

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute, as it applies to the City, pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND EXHIBITS

1.1. **Definitions.** The following terms when used in this Agreement shall be defined as follows:

1.1.1. **“Agreement”** means this Development Agreement.

1.1.2. **“Authority”** means the City of Hawaiian Gardens Public Housing Authority, a public body, corporate and politic.

1.1.3. **“Authorizing Ordinance”** means the ordinance referenced in Recital F.4 of this Agreement.

1.1.4. **“CEQA”** means the statutory scheme, regulations, and guidelines as ascribed to that term in Recital F.3 of this Agreement.

1.1.5. **“City”** means the City of Hawaiian Gardens, as defined in the introductory paragraph of this Agreement.

1.1.6. **“City Attorney”** means the City Attorney of the City of Hawaiian Gardens.

1.1.7. **“City Council”** means the City Council of the City of Hawaiian Gardens.

1.1.8. **“City Manager”** means the City Manager of the City of Hawaiian Gardens or the City Manager’s designee.

1.1.9. **“Construction Proforma”** shall have the meaning ascribed to it in Section 5.1.7.3.

1.1.10. **“County”** means the County of Los Angeles.

1.1.11. **“Day”** or **“days”** means calendar days. However, if the final day of a time period provided in this Agreement falls on a weekend, holiday, or day that the City is closed for business, then the final day shall be next business day.

1.1.12. **“Default”** has the meaning ascribed in Section 7.1 of this Agreement.

1.1.13. **“Develop,” “Development,”** or **“Developing”** means the improvement and use of the Property, as the term “Development” is defined in California Government Code Section 65927, for the purposes consistent with the Project and this Agreement, all in accordance with the terms of this Agreement, including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.14. **“Developer”** means the persons and/or entities listed as Developer in the introductory paragraph of this Agreement and any Successors-in-Interest to Developer.

1.1.15. **“Development Agreement Statute”** means Sections 65864 through 65869.5 of the California Government Code, as it exists on the Effective Date.

1.1.16. **“Development Approvals”** means the approvals by the City of Case No. PLNG 2019-0033 (CONDITIONAL USE PERMIT), Case No. PLNG2019-0034-VAR (PARKING), and Case No. PLNG2019-0035-VAR (HEIGHT), as well as the Mitigated Negative Declaration prepared for the Project, in accordance with CEQA, and all ministerial approvals and permits related thereto, and those amendments to the Development Plan Approval(s) made in accordance with this Agreement.

1.1.17. **“Development Costs”** shall have the meaning ascribed to it in Section 5.1.7.1.

1.1.18. **“Development Exaction”** means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.19. **“Development Impact Fee”** means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include park “in lieu” fees specified in Government Code section 66477, Processing Fees, or fees collected under development agreements adopted pursuant to Government Code title 7, division 1, chapter 4, article 2.5 (commencing with section 65864).

1.1.20. **“Development Plan”** means the plan for development of the Property, including through this Agreement, the Development Approvals, and as further described and depicted in Exhibit “C,” as such Development Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.21. **“Effective Date”** means the date the Authorizing Ordinance becomes effective.

1.1.22. **“Enforced Delay”** shall have the meaning ascribed to it in Section 10.12.

1.1.23. **“Equity Contribution”** shall have the meaning scribed to it in Section 5.1.7.2.

1.1.24. **“Financing Commitment”** shall have the meaning ascribed to it in Section 5.1.7.

1.1.25. **“Franchise Agreement”** means that certain agreement between Franchisor and Developer for purposes of franchising the Hotel.

1.1.26. "**Franchisor**" means Holiday Inn Express by InterContinental Hotels Group or such other similarly-situated hotel franchise approved by the City.

1.1.27. "**HGMC**" means the Hawaiian Gardens Municipal Code.

1.1.28. "**Hotel**" means Holiday Inn Express, as described in this Agreement, or such subsequently authorized similarly-situated hotel franchise that is Upper Midscale or higher hotel standard, as defined by and evaluated on the 2020 STR Hotel Chain Scale.

1.1.29. "**Hotel Manager**" means a qualified and experienced third-party hotel management company, with the financial capability to manage the Hotel in the condition and at a quality level as specified in this Agreement.

1.1.30. "**Hotel Operations Commencement**" shall have the meaning ascribed to it in Section 5.1.3.

1.1.31. "**Land Use Regulations**" means all ordinances, resolutions, codes, rules, regulations and official policies of City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. However, Land Use Regulations do not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.1.31.1. The conduct of businesses, professions, and occupations;

1.1.31.2. Taxes (special or general) and assessments;

1.1.31.3. The control and abatement of nuisances;

1.1.31.4. The granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;

1.1.31.5. The exercise of the power of eminent domain.

1.1.32. "**Lender**" shall have the meaning ascribed to it in Section 5.1.7.

1.1.33. "**Loan**" shall have the meaning ascribed to it in Section 5.1.7.

1.1.34. "**Memorandum of Agreement**" means that agreement between the City and Developer, attached hereto as Exhibit "F," which shall be recorded in the Official Records of the County, shall survive this Agreement and run with the land for the term set forth therein, and shall describe in detail, amongst other things, the quality of and standards of operation for the Hotel.

1.1.35. "**Minimum Hotel Value**" means the value of the hotel for property tax purposes as set forth in Section 5.1.6.

1.1.36. **"Monument Sign"** means the monument sign described in Recital B.2.

1.1.37. **"Monument Sign Contribution"** means a monetary exaction for the contribution charged by the City to Developer in connection with approval of the Project, for the purpose of providing the public benefit of the Monument Sign, located immediately adjacent to the Property.

1.1.38. **"Mortgagee"** means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.39. **"Party"** and **"Parties"** are defined in the introductory paragraph of this Agreement.

1.1.40. **"Person"** means an individual, corporation, partnership, limited liability company, association, trust, unincorporated association, or other legal entity or organization, or a government body.

1.1.41. **"Planning Commission"** means the Planning Commission of the City of Hawaiian Gardens.

1.1.42. **"Processing Fees"** means all fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications and approvals for Development Approvals, or future Development approvals sought by the Developer for this Project.

1.1.43. **"Project"** means the development of the Property for a four-story, 42,164-square-foot, 71-unit hotel, which will include a lobby area, guest rooms, a meeting room, offices, a bar and lounge, fitness room, multipurpose room, business center, kitchen and breakfast area, public restrooms, laundry room, an outdoor pool and patio, 64 parking spaces, storage areas, a pool equipment room, and a mechanical/electrical room, as more particularly contemplated by the Development Plan.

1.1.44. **"Project Fair Share Contribution"** means a monetary exaction charged by the City to Developer in connection with approval of the Project, for the purpose of defraying all or a portion of the cost of public facilities and impacts related to the Project, which are imposed under this Agreement in lieu of being imposed as distinct Development Impact Fees.

1.1.45. **"Property"** means that certain real property of approximately 1.25 acres, commonly referred to as the "Green Property," with a street address of 22434 Norwalk Boulevard, Hawaiian Gardens, California 90716-1546 and with Assessor's Parcel Number 7076-033-910 in Los Angeles County, which is more particularly described on Exhibit "A" and depicted in Exhibit "B" to this Agreement.

1.1.46. **"Public Benefit"** and **"Public Benefits"** means those public benefits to be provided by the Developer and the Project, as described in Section 4 of this Agreement that comprise enforceable additional consideration to City for this Agreement.

1.1.47. **"Purchase Agreement"** means that certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and between Developer and the Authority, dated as of July 23, 2019 and effective as of August 6, 2019, as may from time to time be amended.

1.1.48. **"Reservation of Rights"** means the rights and authority excepted from the assurances and rights provided to Developer under this Agreement and reserved to City under Section 3.3 of this Agreement.

1.1.49. **"Schedule of Performance"** means the schedule for the performance of certain actions by the City or the Developer, pursuant to the terms and conditions of this Agreement and/or the Purchase Agreement, attached to this Agreement as Exhibit "E". In the event of any inconsistency between any of the deadlines stated in this Agreement or the Purchase Agreement, on the one hand, and the Schedule of Performance, on the other hand, the Agreement and/or Purchase Agreement shall control.

1.1.50. **"Small Changes"** mean changes to the Project that are otherwise consistent with the Development Plan, and which do not result in a change in the type of use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Effective Date.

1.1.51. **"Successors in Interest"** means each and every Person having a legal or equitable interest in the whole of the Property, or any portion thereof.

1.1.52. **"Term"** means the period of time that this Agreement remains in effect with respect to the Property or any portion thereof.

1.1.53. **"Upper Midscale"** means the hotel standard, as defined by the 2020 STR Hotel Chain Scale.

1.2. Exhibits. The following documents are each attached hereto, incorporated herein, and by this reference made a part of, this Agreement:

1.2.1. Exhibit A: Legal Description of the Property.

1.2.2. Exhibit B: Location and Map of the Property.

1.2.3. Exhibit C: Development Plan.

1.2.4. Exhibit D: Project Fair Share and Monument Sign Contribution.

1.2.5. Exhibit E: Schedule of Performance.

1.2.6. Exhibit F: Memorandum of Agreement.

2. GENERAL PROVISIONS

2.1. Binding Effect of Agreement. The Property is hereby made subject to this Agreement. The provisions of this Agreement to the extent permitted by law shall constitute covenants which shall run with the Property for the benefit thereof, and the benefits and burdens of this Agreement shall bind and inure to the benefit of the Parties and all successors in interest to the Parties hereto. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2. Interest of Developer. Developer represents and covenants that it has an equitable and/or legal interest in Property, in that it has the contractual right to purchase the Property from the Authority, pursuant to which the Authority has agreed to sell the Property, and Developer has agreed to buy the Property and Develop the Project, all as more specifically set forth in the Purchase Agreement.

2.3. Term. In addition to the provisions of Section 10.13 of this Agreement, the initial term ("Term") of this Agreement shall commence on the Effective Date and shall terminate at the end of the day immediately preceding the third (3rd) anniversary of the Effective Date, subject to the termination provisions set forth herein. Thereafter, the Developer shall have no vested right under this Agreement, regardless of whether or not Developer has paid any fees or contributions required hereunder, including without limitation the Project Fair Share Contribution.

2.4. Termination

2.4.1. Events Causing Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

2.4.1.1. Expiration of the stated term of this Section 2.4 of this Agreement;

2.4.1.2. Entry of a final judgment setting aside, voiding or annulling the adoption of the Authorizing Ordinance or any of the Development Approvals;

2.4.1.3. The adoption of a referendum measure overriding or repealing the Authorizing Ordinance;

2.4.1.4. Completion of the Project in accordance with the terms of this Agreement, including issuance of required occupancy permit(s); or

2.4.1.5. If termination otherwise occurs pursuant to any specific provision of this Agreement.

2.4.2. Termination of Approvals. Termination of this Agreement shall constitute termination of the Development Approvals or any other land use entitlements approved for the Property.

2.4.3. *Rights and Duties.* The termination of this Agreement, in whole or in part, shall not affect any right or duty of the Developer arising from any provisions of this Agreement that remains effective or from a source other than this Agreement.

2.4.4. *Recordation of Termination.* In the event this Agreement terminates in its entirety or with respect to any particular provision, and notwithstanding any other provision set forth herein, upon request by the Developer, or any other successor or assignee of either of them, the City shall cooperate, at no cost to the City, in executing in recordable form a document prepared by the requesting Party that confirms the termination of this Agreement with respect to the Property or applicable portion thereof.

2.5. Transfer and Assignment

2.5.1. *Right to Assign.* Developer shall not sell, transfer, or assign all or any part of this Agreement without the prior written approval of the City, in its sole and absolute discretion. Subject to the foregoing, any proposed sale, transfer or assignment of this Agreement, in whole or in part, to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement, shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

2.5.1.1. No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

2.5.1.2. Concurrent with any such sale, transfer or assignment, Developer shall notify City, in writing, of such sale, transfer or assignment and shall provide City with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to City, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of Developer under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.4 and 8.4 hereof.

2.5.1.3. Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a Default by Developer under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by this Subsection 2.5.1.3, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.5.2. *Release of Transferring Developer.* Notwithstanding any sale, transfer or assignment, a transferring Developer shall continue to be obligated under this Agreement with respect to the transferred Agreement or Property, whether in whole or part, unless such transferring Developer is given a release in writing by City, which release shall be provided by City upon the full satisfaction by such transferring Developer of the following conditions:

2.5.2.1. Developer no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

2.5.2.2. Developer is not then in Default under this Agreement.

2.5.2.3. Developer has provided City with the notices and executed agreements, as required under this Section 2.5.

2.5.2.4. The purchaser, transferee or assignee provides City with security equivalent to any security previously provided by Developer to secure performance of its obligations hereunder.

2.5.3. *Subsequent Assignment.* Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.5.

2.6. Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for the Project.

2.7. Amendment, Cancellation, and Other Changes of Agreement

2.7.1. *Amendments and Cancellation.* This Agreement may be amended or canceled in whole or in part only by written consent of all Parties in the manner provided for in Government Code section 65868. No amendment or modification of this Agreement or any provision hereof shall be effective unless set forth in writing and signed by duly authorized representatives of each Party hereto. This provision shall not limit any remedy of City or Developer as provided by this Agreement.

2.7.2. *Small Changes.* The provisions of this Agreement require a close degree of cooperation between the Parties, and minor changes to the Project may be required from time to time to accommodate design changes, engineering changes, and other refinements related to the details of the Parties' performance. Accordingly, the Parties hereby agree that the Parties may mutually consent, by approval of the City Manager, to execute a minor modification to the Development Agreement to adopt Small Changes, as defined by Section 1.1 of this Agreement without public notice, a hearing, Planning Commission action, or City Council action. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are Small Changes or more significant changes requiring amendment of this Agreement.

2.7.3. *Procedure for Amendment.* Except as set forth in Section 2.7.2, above, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

2.8. Notices

2.8.1. *The Notice.* As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

2.8.2. *When Considered Given.* All notices shall be in writing and shall be considered given at one of the following points in time:

2.8.2.1. On the date of delivery, when delivered in person to the recipient named below;

2.8.2.2. On the date of delivery shown on receipt of confirmation of delivery, after deposit in a sealed envelope with an overnight courier service, postage prepaid, and addressed to the recipient named below

2.8.2.3. On the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or

2.8.2.4. On the date of delivery shown on any email; provided, any of the aforementioned delivery methods are simultaneously undertaken.

2.8.3. *Addresses.* All notices shall be addressed as follows:

To City: City of Hawaiian Gardens
21815 Pioneer Blvd.
Hawaiian Gardens, CA 90716
Attn: Ernie Hernandez, City Manager
Phone: (562) 420-2641 ext. 201
Email: ehernandez@hgcity.org

Copy to: Best Best & Krieger LLP
18101 Von Karmon Ave., Ste. 1000
Irvine, CA 92612
Attn: Megan Garibaldi, Hawaiian Gardens City Attorney
Phone: (949) 263-6592
Email: megan.garibaldi@bbklaw.com

To Developer: HAWAIIAN 1311 LLC
dba Holiday Inn Express
17918 Pioneer Blvd., Unit 12
Artesia, CA 90701
Attn: Niten Patel, Managing Member
Phone: (323) 816-9448
Email: patelnat13@aol.com

Copy to: HAWAIIAN 1311 LLC
dba Holiday Inn Express
17918 Pioneer Blvd., Unit 12
Artesia, CA 90701
Attn: Ashish Patel, Managing Member
Phone: (818) 339-7474

Email: ashish3414@aol.com

2.8.4. *Subsequent Notices.* Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY

3.1. Rights to Develop.

3.1.1. *Vesting.* Subject to the terms of this Agreement including the Reservation of Rights, the City covenants that Developer has and shall have a vested right to Develop the Project on the Property in accordance with, and to the extent of, this Agreement and consistent with the Development Plan.

3.1.2. *Limits on Development.* The California Supreme Court held in *Pardee Construction Company v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties to address certain limits on a city's ability to condition, restrict, or regulate a development allowed a later adopted initiative to restrict the development. This Agreement is intended to cure that deficiency by expressly addressing the timing for the Development, the vested rights afforded by this Agreement, and the scope of the City's reserved authority described in Section 3.3 hereof. Except as expressly set forth in this Agreement, the Development Plan, and Development Approvals, regardless of any future enactment, whether by initiative or otherwise, the Developer shall have the vested right to Develop the various components of the Project on the Property, in accordance with the Land Use Regulation, in effect on the Effective Date, and the Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended, that are required to complete the Project as contemplated by the Development Plan in such order, at such rate, and at such times as Developer deems appropriate within the exercise of its subjective business judgment. No future amendment of any Land Use Regulation or other City law or regulation, and no future adoption of any Land Use Regulation or other City law or regulation, or other action that purports to limit the scope, rate, or timing of Development on the Property or to alter the sequencing of the Development in a manner inconsistent with the Development Plan or Development Approval(s), whether the same are adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Property. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, City may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. City shall accept for processing, review and action all applications for subsequent Development approvals, and such applications shall be processed in the same manner and the City shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement. Notwithstanding the foregoing, nothing in this Section 3.1 shall limit or restrict the City's Reservation of Rights as described herein.

3.2. **Entitlements, Permits, and Approvals — Cooperation.** The City agrees to reasonably cooperate with Developer, at no cost to the City, in securing any County, State, and

Federal permits or authorizations which may be required in connection with Development of the Property that are consistent with the Development Plan and Development Approval(s); provided, however, that nothing in this Section 3.2 shall be deemed to require the City's assumption of any obligations under any said permits or authorizations.

3.3. Reservation of Rights

3.3.1. *Limitations, Reservations and Exceptions.* Notwithstanding any other provision of this Agreement, the following regulations shall apply to the Development of the Property:

3.3.1.1. Processing Fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

3.3.1.2. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

3.3.1.3. Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the City, including, without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

3.3.1.4. Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to Development of the Property unless such Development Exaction is applied uniformly to Development, either throughout the City or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

3.3.1.5. Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the City or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide Developer with the rights and assurances provided under this Agreement.

3.3.1.6. Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

3.3.1.7. Regulations that are in material conflict with the Development Plan; provided, however, that Developer has given written consent to the application of such regulations to development of that Property in which the Developer has a legal or equitable interest.

3.3.1.8. Regulations that impose, levy, alter or amend fees, charges, taxes, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges, limitations on vehicle parking, and transient occupancy, sales, and property taxes.

3.3.1.9. Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by City.

3.3.2. *Subsequent Development Approvals.* This Agreement shall not prevent City, in acting on subsequent Development Approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3. *Modification or Suspension by State or Federal Law.* In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4. *Intent.* The Parties acknowledge and agree that City is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to City all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4. Regulation by Other Public Agencies. The Parties acknowledge that other public agencies not within the control of City may possess authority to regulate aspects of the Development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies.

3.5. Commencement of Construction; Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the Parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the Parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and agree that Developer shall complete all such construction and Development within the times specified in the Schedule of Performance, attached hereto Exhibit "E," or such reasonable extension of said dates as may be granted by the City or as provided in Section 10.13 of this Agreement. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between the Developer and the City; provided, however, that the City shall agree to reasonable revisions to accommodate Enforced Delay (as defined in Section 10.12) or to conform specific provisions of this Agreement to the Development Approvals.

3.6. Use. The Developer covenants and agrees for itself, its successors, its assigns, its transferees and every successor in interest that during Development and thereafter, the Developer and its successors, transferees and assignees shall devote the Property, or any portion thereof, to only the uses specified in the Development Approvals and this Agreement, including without limitation operation of the Hotel, as more specifically detailed in the Memorandum of Agreement, attached hereto as Exhibit "F," which the Parties hereby acknowledge and agree is intended to survive this Agreement and run with the land for the term provided therein for the purposes of the ongoing obligations of the Hotel operations; provided, however, that in the event of any conflict between the foregoing, the Development Approvals shall govern and control. The Memorandum of Agreement shall be recorded in the Official Records of the County concurrently with the recordation of the Grant Deed at the Close of Escrow under the Purchase Agreement. The foregoing covenant shall run with the land.

3.7. Project Conformance with City Policies and Its General Plan. The Project shall conform to City's goal to manage growth through the use of, among other things, comprehensive planning and design, project-wide continuity of landscaping and architectural design, state-of-the-art development standards, and planning concepts.

3.8. Undergrounding of Power Lines. Developer shall be responsible for funding, designing, constructing, and installing the undergrounding of power lines.

3.9. Prevailing Wage. The Developer acknowledges that the City has not made any representation, express or implied, to the Developer or any person associated with the Developer regarding whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Sections 1720, *et seq.* The Developer shall be solely responsible for determining whether laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification and for compliance with any applicable Labor Code requirement.

4. PUBLIC BENEFITS

4.1. Intent. The Parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on Developer that should be balanced by commensurate public benefits. Accordingly, the Parties intend to provide consideration to the public to balance the private benefits conferred on Developer by providing more fully for the satisfaction of the public needs resulting from the Project, by providing the Public Benefits set forth in Section 4.2, which constitute specific additional consideration for this Agreement for the benefit of the City.

4.2. Public Benefits Provided Pursuant to the Agreement

4.2.1. Project's Fair Share Contribution. The Project Fair Share Contribution to be contributed by Developer with respect to the Project shall be \$280,115. Such amount shall be in addition to the Purchase Price required under the Purchase Agreement and the Monument Sign

Contribution required under Section 4.2.2. The Project Fair Share Contribution, as set forth in greater detail in Exhibit D, shall be charged to the Project, as set forth immediately below:

4.2.1.1. *Time of Payment.* The fees required pursuant to Subsection 4.2.1 shall be paid to City prior to the issuance of any building permit for the Project.

4.2.1.2. *In Lieu of Current Development Impact Fees or Growth Requirements Capital Fee.* The Parties hereby agree that the Project Fair Share Contribution shall apply to the Project in lieu of the any Development Impact Fees currently in effect in the City, and/or including the application of the Growth Requirements Capital Fee, as set forth in HGMC Chapter 15.36.

4.2.1.3. *Subsequently Adopted Development Impact Fees.* In addition to the Project Fair Share Contribution, as more specifically categorized in Exhibit D, the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date; provided, however, that the Development Impact Fee is for a category of fees that are not included within the Project Fair Share Contribution, as identified in Exhibit D. In addition, the Project shall be subject to any increase, amendment or alteration of any Development Impact Fee for the category of fees included within the Project Fair Share Contribution, as identified in Exhibit D, that becomes effective after the Effective Date.

4.2.1.4. *Prepayment.* In no event shall the prepayment of the Project Fair Share Contribution or any subsequently adopted Development Impact Fees required hereunder establish a vested right on the part of Developer or any other Developer of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Project Fair Share Contribution, as set forth in Exhibit D, or any subsequently adopted increase or amendment of any Development Impact Fee, or any combination thereof.

4.2.2. *Monument Sign Contribution.* The Monument Sign Contribution to be contributed by Developer with respect to the Project, for the design, engineering, construction, and installation of the Monument Sign, shall be \$33,260. Such amount shall be in addition to the Purchase Price required under the Purchase Agreement and the Monument Sign Contribution set forth in Section 4.2.1. The Monument Sign Contribution shall be charged to the Project, as set forth immediately below:

4.2.2.1. *Time of Payment.* The fees required pursuant to Subsection 4.2.1 shall be paid to City prior to the issuance of any building permit for the Project.

4.2.2.2. *Easement Vacation.* The Parties hereby agree that the Monument Sign will be installed in the median on Norwalk Boulevard, in lieu of on the Property, and that the City shall take such action as is necessary to vacate the existing easement for a monument sign that is located on the Property, as granted via that certain map on pages 75 and 76 of Book 355 of the Parcels Maps, as included in the official records of the County; provided,

however, that the City is only required to take such action to the extent that the City is the grantee under such easement and such action is only for the limited purposes of vacating the easement for signage purposes.

4.2.3. *Taxes.* Notwithstanding any provision in this Agreement to the contrary, Developer agrees that the Project shall be subject to the Transient Occupancy Tax in Chapter 5.95 of the HGMC, as well as all sales taxes, property taxes, and all other taxes applicable to the Property or Project in the City. Developer hereby agrees that this Section 4.2.3 shall be deemed an ongoing covenant and obligation, which shall be included in the Memorandum of Agreement, and through that Memorandum of Agreement shall survive the expiration or earlier termination of this Agreement for the term specified in the Memorandum of Agreement.

5. DEVELOPER REPRESENTATIONS, WARRANTIES, AND COVENANTS RELATED TO CONSTRUCTION, USE, AND OPERATION OF THE PROPERTY.

5.1. Representations, Warranties, Covenants. Developer hereby covenants and agrees for itself, its successors in interests and assigns, as follows:

5.1.1. *Redevelopment of Property.* Developer is entering into this Agreement for the purpose of redeveloping the Property and not for speculation in land holding, land banking, or for alternative development projects. In this regard, Developer recognizes the importance of the Development of the Project on the Property to the general welfare of the residents of the City, and the facts that the qualifications and identity of Developer are of particular concern to City and that it is because of such qualifications and identify that the City is entering into this Agreement with Developer. Developer further represents, warrants, and covenants that it has entered the Purchase Agreement and will Develop the Property exclusively for the purpose of developing the Project as authorized under the Development Approvals and this Agreement and for use of the Property for purposes of operating the Hotel.

5.1.2. *Physical Quality of the Hotel.* The physical quality of the Hotel, including without limitation the construction quality, finish material, lighting, landscaping and site amenities shall, in no event, fail to meet the minimum construction quality, finish material, lighting, landscaping and site amenities, as approved by or to be approved by the City.

5.1.3. *Operations of the Hotel.* From the date upon which the Hotel commences operations that are open to the public ("**Hotel Operations Commencement**"), (i) the Developer shall continuously use and operate the Hotel, or such subsequent hotel as may be amended pursuant to Section 5.1.4, below; and (ii) the Hotel or such subsequent hotel as authorized by Section 5.1.4 shall be operated in the condition of and as a first quality hotel in accordance with the Development Plan, Development Approvals, Memorandum of Agreement, and this Agreement, which such standard shall, in no event be less than the Upper Midscale standard as to the physical condition and service.

5.1.4. *Franchisor and/or Hotel Manager.* During its operation, the Hotel shall be operated under the name of Franchisor, as has been already approved by the City, and be operated by a Hotel Manager, which Developer shall notify the City in writing of its selection of the Hotel Manager, at least 90 days prior to the Hotel Operations Commencement, which the City shall have

the right to approve or disapprove, in its reasonable discretion. Developer may propose to replace the initial Franchisor and/or Hotel Manager; provided, however, that (i) such proposed replacement Franchisor and/or Hotel Manager shall operate the Hotel at a quality standard not less than that required by this Agreement; (ii) such proposed replacement Franchisor and/or Hotel Manager shall have the financial capability and operating experience equivalent to, or greater than, the original Franchisor and/or Hotel Manager, as the case may be, to operate the Hotel in the condition and at a quality level substantially equivalent to the condition and quality level, as the case may be, as existed as of the date of commencement of operations of the Hotel in compliance with this Agreement; and (iii) the City shall have the right, in its reasonable discretion, to approve or disapprove any proposed replacement Franchisor and/or Hotel Manager. At least thirty (30) days prior to the Close of Escrow, Developer shall submit to the City a copy of the executed Franchise Agreement.

5.1.5. *Maintenance Covenants.* Developer shall maintain, at no cost or expense of the City, the Hotel and all improvements thereon to the Property and curb line, in compliance with the terms of this Agreement, the Development Approvals, and with the applicable provisions of the HGMC. Such maintenance and repair shall also conform to the requirements of the Developer's Franchisor and Hotel Manager, as applicable. Maintenance and security of the Project shall be consistent with other similar class hotel projects in the geographic area surrounding the City, and shall include, without limitation, regular graffiti, trash, and debris removal. The Property shall be kept free from any accumulation of debris or waste materials. The Developer shall maintain the landscaping required to be planted on the Property in a healthy condition in accordance with the approved landscape plan for the Project.

5.1.6. *Minimum Hotel Value.* Commencing on the Hotel Operations Commencement, the Developer shall not take action to decrease the assessed value (including the value of the improvements thereon and/or possessory interest therein) of the Property for property tax purposes below the assessed value as determined by the County Assessor's Office at the time of Hotel Operations Commencement ("**Minimum Hotel Value**").

5.1.7. *Development Costs; Construction Financing.* For purposes of ensuring the sufficiency of funding for the Development Costs (as defined in Section 5.1.7.1, below), including without limitation for the installation and construction of all on-site improvements and buildings, in a time period consistent with the deadlines specified in the Schedule of Performance, attached as Exhibit "E." Developer agrees to deliver to the City, for its reasonable approval, at least fifteen (15) days prior to the Close of Escrow, a written commitment from a lender acceptable to the City ("**Financing Commitment**"), in its reasonable discretion, and licensed to do business in California, that is financially secure and possesses a sound credit rating ("**Lender**"), which such Lender shall represent in the Financing Commitment that it has agreed, subject to the customary closing conditions and final loan documentation consistent with the terms of said written commitment(s), to make a construction loan to Developer ("**Loan**"). In the event of any disapproval by the City, the City shall inform Developer in writing of the reasons for such disapproval and the required changes to the Financing Commitment. Developer shall have five (5) days from the City's notice to resubmit its Financing Commitment to reflect such changes; provided, however, that so long as the City does not unreasonably delay, any resubmissions shall not extend beyond the Close of Escrow.

5.1.7.1. The amount of the Financing Commitment shall not be less than the amount of (i) the Construction Proforma for the Project (as defined in Section 5.1.7.3, below), which shall be submitted to the City at least thirty (30) days prior to the Close of Escrow, (ii) an amount equal to all consultant and loan fees, points, commissions, charges, furnishings, fixtures, taxes, interest, start-up costs for operation, and such other costs and expenses of developing and completing the Project (collectively, the "**Development Costs**"), less (iii) the amount of Developer's documented and committed Equity Contribution (as defined in Section 5.1.7.2, below) to the cost of constructing the Project, as such Equity Contribution is demonstrated to the City pursuant to Section 5.1.7.2. Developer is required to fully fund all of the Development Costs.

5.1.7.2. In the event Developer will finance a portion of the Development Costs with an equity contribution or equity financing source from its members ("**Equity Contribution**"), Developer agrees to demonstrate to City's reasonable satisfaction the source of the funds providing the Equity Contribution and that (i) such funds are committed without qualification to the funding of the Development Costs, and (ii) the amount of funds committed is sufficient to fund all contemplated Development Costs (other than those financed by the Loan) necessary to fully complete and render the Project operational within the time periods specified in the Schedule of Performance.

5.1.7.3. Developer shall submit to and obtain City's approval, which shall not be unreasonably withheld, of a construction proforma, showing the projected pre-development and development costs of the Project, as well as the projected funding sources for such costs at the time incurred ("**Construction Proforma**").

5.1.7.4. The Loan shall be consistent with the terms and provisions of this Agreement. Prior to execution of any final Loan documents by Developer, Developer shall secure the City's approval of the terms and conditions of those Loan documents, which approval shall be limited to and only for the purposes of assuring compliance of the Loan documents with the requirements of this Agreement and the previously approved Financing Commitment. City shall approve or disapprove said Loan documents within ten (10) days of their submission. Concurrent with any disapproval, City shall inform Developer in writing of the reasons for such disapproval. Developer shall draw upon and use the full amount of the Loan only for financing of Development Costs for the Project and any other purposes approved by the City, in its sole and absolute discretion, and the Loan shall be disbursed and applied in accordance with the Construction Proforma.

5.1.7.5. Notwithstanding any other provision of this Agreement, including specifically the cure periods provided in Section 7.1, this Agreement shall be subject to immediate termination in the event Developer fails to provide the City with a Financing Commitment that has been approved by the City. In the event of such failure, the parties hereby agree that the Close of Escrow under the Purchase Agreement shall not occur, if at all, until such time as the public hearing on the termination of this Agreement has been considered and acted upon by the City Council.

5.1.8. *Obligation to Refrain From Discrimination.* 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, ancestry or national origin in the use, occupancy, tenure or

enjoyment of the Project or any portion thereof, nor shall the Developer 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 occupants, patrons, or vendees of the Project. The foregoing covenants shall run with the land.

5.2. Survival; Notice to City. Except with respect to Sections 5.1.1 and 5.1.7, Developer hereby agrees that each of the foregoing covenants shall be deemed an ongoing covenant and obligation, which shall be included in the Memorandum of Agreement to be recorded against the Property prior to commencement of grading, and through that Memorandum of Agreement shall survive the expiration or earlier termination of this Agreement for the term specified in the Memorandum of Agreement. Developer shall advise the City in writing pertaining to any of the covenants referenced in Section 5.1 to the extent City notice and/or approval is required. Upon request by the City, Developer shall deliver to the City, within five (5) days of such request, a copy of Developer's agreement with its Hotel Manager.

6. REVIEW FOR COMPLIANCE

6.1. Periodic Review. The City shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by Developer with the terms of the Agreement. Developer shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2. Special Review. The City Council may order a special review of compliance with this Agreement at any time. The City Manager, or his or her designee, shall conduct such special reviews.

6.3. Procedure

6.3.1. Developer's Burden. During either a periodic review or a special review, Developer shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Developer.

6.3.2. Report to Planning Commission. Upon completion of a periodic review or a special review, the City Manager, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by Developer with the terms of this Agreement and his or her recommended finding on that issue.

6.3.3. Found in Compliance. If the Planning Commission finds and determines on the basis of substantial evidence that Developer has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

6.3.4. Found Out of Compliance. If the Planning Commission finds and determines on the basis of substantial evidence that Developer has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council

modification or termination of this Agreement. Developer may appeal a Planning Commission determination pursuant to this Section 6.3.4 of this Agreement pursuant to City's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7 of this Agreement shall be given to Developer prior to or concurrent with proceedings under this Sections 6.4 and 6.5 of this Agreement.

6.4. Proceedings Upon Modification or Termination. If, upon a finding under this Section 6.3 of this Agreement, City determines to proceed with modification or termination of this Agreement, City shall give written notice to Developer of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

6.4.1. The time and place of the hearing;

6.4.2. A statement as to whether or not City proposes to terminate or to modify the Agreement; and,

6.4.3. Such other information that the City considers necessary to inform Developer of the nature of the proceeding.

6.5. Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, Developer shall be given an opportunity to be heard. Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on Developer. If the City Council finds, based upon substantial evidence, that Developer has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final.

6.6. Certificate of Agreement Compliance

6.6.1. *Certificate.* If, at the conclusion of a Periodic or Special Review, Developer is found to be in compliance with this Agreement, City shall, upon request by Developer, issue a Certificate of Agreement Compliance ("Certificate") to Developer stating that after the most recent Periodic or Special Review and based upon the information known or made known to the City Manager and City Council that:

6.6.1.1. This Agreement remains in effect; and

6.6.1.2. Developer is not in default.

6.6.2. *Recordation.* The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. Developer may record the Certificate with the County Recorder.

6.6.3. *City Not Bound.* Whether or not the Certificate is relied upon by assignees or other transferees or Developer, City shall not be bound by a Certificate if a default existed at

the time of the Periodic or Special Review, but was concealed from or otherwise not known to the City Manager or City Council.

7. EVENTS OF DEFAULT; REMEDIES AND TERMINATION

7.1. Defaults. Subject to the extensions of time set forth in Section 10.13, failure or delay by either Party to perform any term or provision of this Agreement when required by the express terms of this Agreement constitutes a default under this Agreement ("Default"). The injured Party shall give written notice of such failure or delay to the other Party specifying the Default complained of by the injured Party. The Party who so fails or delays must, within thirty (30) days of notice of Default, shall cure, correct or remedy such failure or delay; provided, however, that in the event that such default cannot be cured within such thirty (30) day period but can be cured within a longer time, the Party in Default shall diligently proceed to complete such actions and cure such default, so long as such extended cure period does not exceed sixty (60) days. During such period of curing, the Party receiving the notice of Default shall not be considered in Default. Except as required to protect against further damages or harm, the injured Party may not institute proceedings, whether legal or administrative, against the Party in Default until after giving such notice and the expiration of the applicable cure period. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in giving notice or otherwise asserting any of its rights or remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

7.2. City's Remedies. In the event of Developer's Default, and after expiration of the cure period specified in Section 7.1, the City may take any and all actions for remedies of such Defaults available in law or in equity to cure, correct, or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, to recover damages for any Default, and to obtain any other remedies in law or in equity. Notwithstanding the foregoing, in the event of such Default and after expiration of the applicable cure period, the City may also terminate this Agreement pursuant to Government Code Section 65865.1 with respect to the Property. Except as otherwise expressly stated in this Agreement, the rights and remedies of the City are cumulative, and the exercise by of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by Developer.

7.3. Developer's Remedies; Specific Performance. The Parties acknowledge that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. Accordingly, Developer covenants and the Parties agree that the sole remedy available against the City in the event of a City Default, and after expiration of the cure period specified in Section 7.1, shall be for termination of this Agreement with respect to the Property or pursue an action for specific performance of the terms of this Agreement; provided, however, that such action for Specific Performance must be filed within sixty (60) days of the end of the cure period of such default. For the avoidance of doubt, in no event shall the City be liable in damages to Developer, or to any successor in interest of Developer, or to any other person, and Developer covenants not to sue for damages or claim any damages for any Default or breach of this Agreement or for any cause of action that arises out of,

relates to, or concerns this Agreement or any dispute, controversy, or issues regarding the application or interpretation or effect of the provisions of this Agreement.

7.4. Release. Except for non-monetary remedies set forth in Section 7.3, Developer, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to the California Constitution article I, section 19 as well as the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City relating to or arising from this Agreement or the terms of this Agreement. Developer further hereby waives and releases any claim it may have against the members, officials or employees of the City with respect to any default or breach by City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement. Developer hereby acknowledges that it has read and is familiar with the provisions of Civil Code section 1542, which is set forth below:

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

By initialing below, Developer hereby waives the provisions of Civil Code section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Developer's Initials

7.5. Survival. The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. INDEMNIFICATION; LITIGATION

8.1. Indemnification. Developer, including any successor-in-interest thereto, shall indemnify, defend, protect and hold City and its officers, employees, agents, representatives and volunteers, harmless from, all claims, demands, damages, defense costs or liability of any kind or nature in any way relating to or arising from, whether directly or indirectly, (i) the City's approval of or performance under this Agreement, including without limitation any attack to set aside or null this Agreement, or (ii) the construction and development of the Project, including any damages to property or injuries to persons, including accidental death (including reasonable attorneys' fees and costs), which may be caused by any of Developer's activities under this Agreement, whether such activities or performance thereof be by Developer or by anyone directly or indirectly employed or contracted with by Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. Developer's indemnity obligations under this Section 8.1 shall not extend to claims, demands, damages, defense costs or liability for

property damage, bodily injury or death occasioned by the sole gross negligence or willful misconduct of City or its officers, employees, agents, representatives or volunteers.

8.2. Environmental Assurances. Developer shall indemnify and hold City, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of Developer, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Developer shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such action.

8.3. Reservation of Rights. With respect to Section 8.1 and Section 8.2 herein, City reserves the right to either, in its sole and absolute discretion: (i) approve the attorney(s) that the indemnifying Party selects, hires or otherwise engages to defend the indemnified Party hereunder, which approval shall not be unreasonably withheld, or (ii) conduct its own defense; provided, however, that the indemnifying Party shall reimburse the indemnified Party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.4. Challenge to Existing Land Use Approvals

8.4.1. *Covenant and Waiver.* By accepting the benefits of this Agreement, Developer, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date, including without limitation this Agreement. Such agreement and covenant includes, without limitation, the covenant against any direct suit by Developer or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to City by Developer or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. Developer hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date.

8.4.2. *Breach of Covenant or Waiver.* In the event of any breach of the covenant or waiver contained herein, City shall, in addition to any other remedies provided for at law or in equity, be entitled to:

8.4.2.1. Impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the Party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching Party would have been required to pay in the absence of this Development Agreement; and

8.4.2.2. Impose any subsequently adopted land use regulation on those land use approvals for which the breaching Party had not, as of the time of such breach, obtained a building permit.

8.4.3. *Section 1542 Release.* Developer hereby acknowledges that it has read and is familiar with the provisions of California Civil Code section 1542, which is set forth below:

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

By initialing below, Developer hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Developer's Initials

8.5. **Survival.** The provisions of Sections 8.1 to 8.4 of this Agreement shall survive the expiration or earlier termination of this Agreement.

9. MORTGAGEE PROTECTION

9.1. **Mortgaging the Property.** The Parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement.

9.2. **Mortgagee Privileges.** Any Mortgagee of the Property shall be entitled to the following rights and privileges:

9.2.1. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

9.2.2. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

9.2.3. If City timely receives a request from a mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer.

The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such Party under this Agreement.

9.2.4. Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.5 of this Agreement.

9.3. Certificate of Completion. Upon completion of all construction and Development to be completed by the Developer under this Agreement or the Development Approvals upon the Property, the City shall furnish the Developer with a Certificate of Completion, within thirty (30) days following written request therefor by the Developer. A Certificate of Completion shall also be provided by the City upon completion of all construction and Development on the Property by an approved assignee, transferee or successor in interest or any lender of Developer. The Certificate of Completion shall be executed in such form as is reasonably acceptable to the City and to permit it to be recorded in the Office of the County Recorder. A Certificate of Completion shall be, and shall so state that it is, a conclusive determination of satisfactory completion of the construction required by this Agreement upon the Property and of full compliance with the terms hereof. .

10. MISCELLANEOUS PROVISIONS

10.1. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Government Code section 65868.5. If the Parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the City terminates or modifies this Agreement as provided herein for failure of the Developer to comply in good faith with the terms and conditions of this Agreement, the City Clerk shall have notice of such action recorded with the County Recorder.

10.2. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3. Relationship of the Parties. The contractual relationship between the City and Developer is such that Developer is an independent contractor and not an agent or employee of the City. The City and Developer hereby renounce the existence of any form of joint venture or

partnership between them, to the extent any exist, and agree that nothing contained in this Agreement or in any document executed in connection with the Property shall be construed as making the City and Developer joint venturers or partners.

10.4. Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the Project Fair Share Contribution and the Monument Sign Contribution as set forth therein, are essential elements of this Agreement and City would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.5. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

10.6. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.7. Context. The words or phrases that are not proper nouns that begin with capital letters, are defined terms that have the meanings that are assigned to them in this Agreement. The singular form shall include the plural and vice versa; adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific section or paragraph; and the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to." "Recorded" means to be recorded in the Official Records of the County. Unless specified to the contrary, any reference to a section or paragraph shall be to a section or paragraph of this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated herein.

10.8. Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one Developer, all obligations of such Developers under this Agreement shall be joint and several, and the default of any such Developer shall be the default of all such Developers.

10.9. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.10. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

10.11. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.12. Force Majeure. Subject to the limitations set forth below, performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of the other Party; or other circumstances beyond the control of such party ("**Enforced Delay**"). Notwithstanding the foregoing, Developer acknowledges and agrees that the following shall not constitute grounds of force majeure delay pursuant to this Section 10.12: (i) any Federal, State, County, or local emergencies or other orders issued in relation to the COVID-19 pandemic do not constitute an Enforced Delay, unless such order or orders specifically prohibit the construction activity or other activity on the Property related to the Project; (ii) adverse changes in economic conditions; (iii) changes in market conditions or demand, and/or (iv) inability to obtain financing or other lack of funding to complete the Project. Developer expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Agreement Date.

10.13. Extensions. In addition to qualifying for a possible extension of the Term of this Agreement, as provided in Section 2.3, the Term of this Agreement and the times for performance by the Developer or the City of any of its obligations hereunder or pursuant to the Development Approval(s) shall be extended by the period of time of equal duration to the extent any of the Enforced Delay events described in Section 10.12 exist and/or prevent performance of such obligations; provided, however, that in no event shall such extension exceed a cumulative total of one hundred twenty (120) days). In addition, the Term shall be extended for delays arising from the following events for a time equal to the duration of each delay which occurs during the Term:

10.13.1. The period of time after the Effective Date during which litigation challenging the validity or enforceability of this Agreement or related to the Development Approval(s) or having the actual effect of delaying implementation of the Development Plan is pending, including litigation pending on the Effective Date. This period shall include any time during which appeals may be filed or are pending; and

10.13.2. Any delay resulting from the acts or omissions of the City or any other governmental agency or public utility and beyond the reasonable control of Developer.

10.14. Notice of Delay. Developer shall give notice to the City of any delay which Developer believes to have occurred as a result of the occurrence of any of the Enforced Delay events described in Section 10.12. In no event, shall notice of a delay of any length be given later than thirty (30) days after commencement of the delay or thirty (30) days before the end of the Term, whichever comes first.

10.15. Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

10.16. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (i) is for the benefit of and is a burden upon every portion of the Property; (ii) runs with the Property and each portion thereof; and (iii) is binding upon each Party and each successor in interest during Developership of the Property or any portion thereof.

10.17. Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

10.18. Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.19. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the Developer of such property.

10.20. Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.21. Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

10.22. Agent for Service of Process. In the event Developer is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venture resident of the State of California, or it is a foreign corporation, then in any such event, Developer shall file with the City Manager, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Developer. If for any reason service of such process upon such agent is not feasible, then in such event Developer may be personally served with such

process and such service shall constitute valid service upon Developer. Developer is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.23. Authority to Execute. The person or persons executing this Agreement on behalf of Developer warrants and represents that they have the authority to execute this Agreement on behalf of their corporation, partnership or business entity and warrants and represents that they the authority to bind Developer to the performance of its obligations hereunder.

10.24. Form of Nondiscrimination and Nonsegregation Clauses. The Developer shall refrain from restricting the use or rental or portion thereof on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All agreements or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of occupants, patrons, or vendees of the premises."

10.25. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

10.26. Attorneys' Fees. Developer shall reimburse City for all legal fees and expenses incurred by City in the negotiation and drafting of this Agreement, including, but not limited to, the attachments hereto and any modifications or amendments of this Agreement. In the event that any dispute between City and Developer should result in litigation relating to the enforcement and/or interpretation of the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable and necessary attorneys' fees, costs and expenses (including expert fees), including without limitation, actual attorneys' fees and expenses and other necessary costs of such litigation. In addition to the foregoing award of attorneys' fees and costs, the prevailing Party shall be entitled to its attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision shall survive the earlier termination of this Agreement or the merger of this provision into any judgment of the Agreement.

10.27. Construction; Legal Advice. City and Developer acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement. Each Party further represents and warrants the following to the other: that they have each read carefully this Agreement, and in signing this agreement, they do so with the full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees or attorneys, except as specifically set forth

in this Agreement, and without duress or coercion, whether economic or otherwise. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, any remaining portion of this Agreement shall remain in effect. This Agreement will be enforced and interpreted under the laws of the State of California.

10.28. Waiver. A waiver by one Party of the performance of any covenant, condition or promise of the other Party shall not invalidate this Agreement, nor shall it be considered to be a waiver by such Party of any other covenant, condition or promise contained herein. The waiver of either or both Parties of the time for performing any act shall not be construed as a waiver of any other act required to be performed at a later date.

{Signatures on Next Page}

SIGNATURE PAGE TO
A DEVELOPMENT AGREEMENT
FOR "THE GREEN PROPERTY"
BY AND BETWEEN
THE CITY OF HAWAIIAN GARDENS, CALIFORNIA
AND HAWAIIAN 1311 LLC DBA HOLLIDAY INN EXPRESS

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follow:

City:

City of Hawaiian Gardens,
a California municipal corporation

Developer:

HAWAIIAN 1331 LLC
dba Holiday Inn Express,
a California limited liability company

Ernie Hernandez,
City Manager

Nina Patel,
Principle Managing Member

Ashish Patel,
Principle Managing Member

ATTEST:

Lucie Colombo,
City Clerk

APPROVED TO FORM:

Megan Garibaldi, Best Best & Krieger LLP
City Attorney

PUBLIC AGENCY FORM OF ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF HAWAIIAN GARDENS)
(Gov't Code 40814 & Civil Code 1181)

On _____, 2020, 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)
County of Los Angeles)

On _____, 2020, 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)
County of Los Angeles)

On _____, 2020, 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 "A"
TO
"GREEN PROPERTY" DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

Real property with Assessor's Parcel No. 7076-033-910 legally described as: Parcel 1 of Parcel Map No. 67317 in the City of Hawaiian Gardens, County of Los Angeles, State of California, as per map filed in Book 335, Pages 75 and 76 of Parcel Maps, in the Office of the of County Recorder of Said County.

EXHIBIT "B"
TO
"GREEN PROPERTY" DEVELOPMENT AGREEMENT
LOCATION AND MAP OF THE PROPERTY

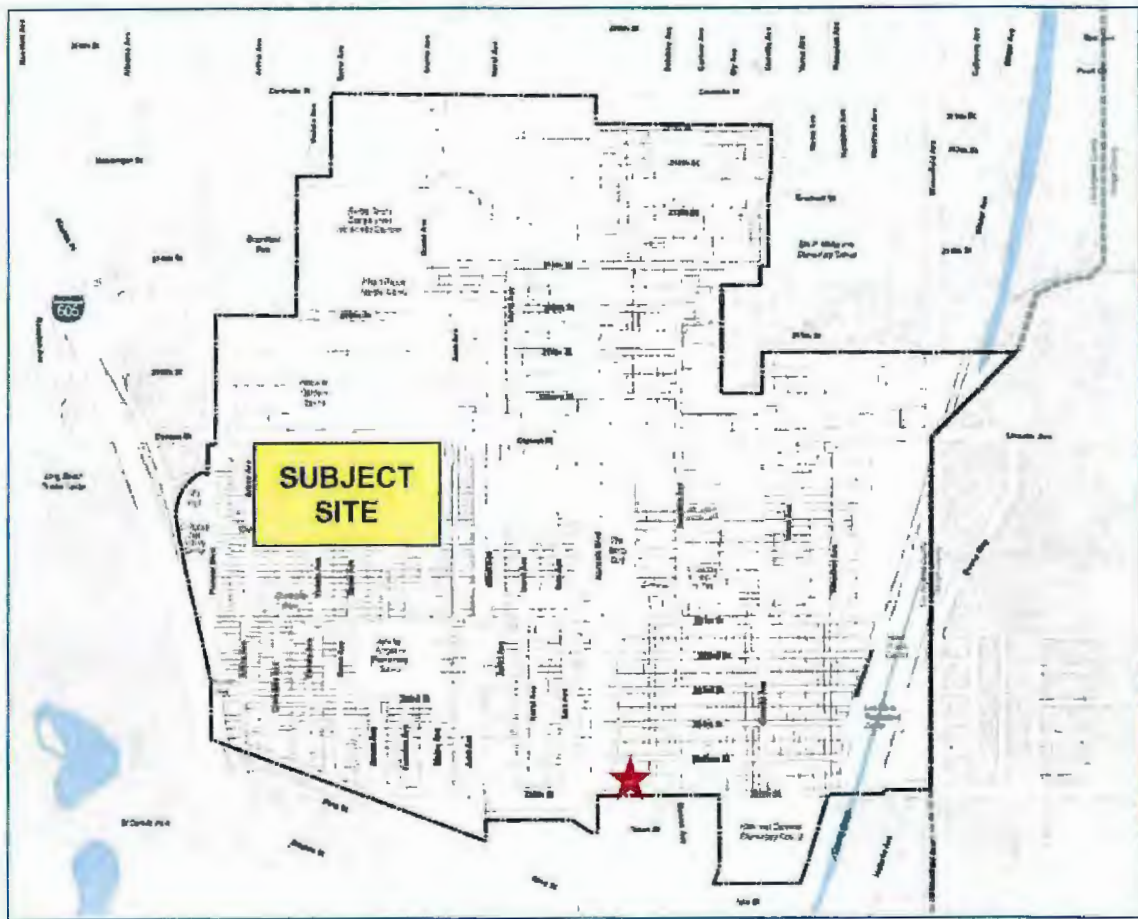


EXHIBIT "C"
TO
"GREEN PROPERTY" DEVELOPMENT AGREEMENT

DEVELOPMENT PLAN

I. GENERAL

The Developer agrees that the Property shall be developed and improved in accordance with the provisions of this Agreement, the Development Approvals (including all conditions of approval thereto), and the plans, drawings and related documents approved by the City pursuant hereto. The Developer and its supervising architect, engineer and contractor shall work with City staff to coordinate the final overall design, architecture and color of the improvements on the Site. The Project consists of a four-story, 42,164-square foot, 71-unit hotel, which will include a lobby area, guest rooms, a meeting room, offices, a bar and lounge, fitness room, multipurpose room, business center, kitchen and breakfast area, public restrooms, laundry room, an outdoor pool and patio, 64 parking spaces in a surface parking lot, storage areas, a pool equipment room, and a mechanical/electrical room ("Improvements").

II. LOCATION OF IMPROVEMENTS

The locations for the Improvements of the Project—including, without limitation, the park spaces, pool and patio, lobby area, meeting rooms, bar and lounge, kitchen and breakfast area, and business center, are shown in the Preliminary Plans, attached hereto as Attachment No. 1.

III. ARCHITECTURE AND DESIGN

The Developer's Improvements shall be of high architectural quality, shall be well landscaped, and shall be effectively and aesthetically designed. The shape, scale of volume, exterior design and exterior finish of the building must be consonant with, visually related to, physically related to and an enhancement of adjacent buildings and subject to the City's approval. The Developer's plans submitted to the City shall describe in detail the architectural character intended for the Developer's improvements.

IV. LANDSCAPING

Landscaping shall embellish all open spaces upon the Property to integrate the Project with adjacent sites. Landscaping includes such materials as paving, trees, shrubs and other plant materials, landscape containers, plaza furniture, top soil preparation, automatic irrigation and landscape and pedestrian lighting. Landscaping shall carry out the objectives and principles of the City's desire to accomplish a high quality aesthetic environment. A landscaping plan is required to meet the requirements of the MWELo (Model Water Efficient Landscape Ordinance) as required by the Hawaiian Gardens Municipal Code.

V. SIGNS

All signs on the exterior of the buildings are of special concern to the City and must conform to the City's sign requirements.

VI. SCREENING

Trash areas shall be fully screened and have movable doors or other devices to obscure such areas from view. All fire standpipes and such other fire related mechanical devices shall be screened with plant materials. Rooftop equipment shall be reasonably hidden so as to mitigate views from principal elevations surrounding the development.

VII. APPLICABLE CODES

The Developer's Improvements shall be constructed in accordance with the Uniform Building Code (with City modifications) and the Hawaiian Gardens Municipal Code.

VIII. SITE CLEARANCE AND PREPARATION

The Developer shall perform, or cause to be performed, at its sole cost and expense, the following work:

1. On-site Demolition and Clearance
 - a. On the Property, demolish or salvage, clear, grub and remove (as may be needed and called for in the approved plans) all on-site buildings, pavements, walks, curbs, gutters and other improvements; and
 - b. Remove, plug and/or crush in place utilities, such as storm sewers, sanitary sewers, water systems, electrical overhead and underground systems and telephone and gas systems located on the Property, as may be required following any necessary relocation of the utilities.
2. Compaction and Grading

The Developer shall compact, finish grade and do such site preparation as is necessary for the construction of the Project.

**Attachment 1 to Exhibit "C" (Development Plan)
to
"Green Property" Development Agreement**

[See Attached]

EXHIBIT "D"
TO
"GREEN PROPERTY" DEVELOPMENT AGREEMENT

**PROJECT FAIR SHARE CONTRIBUTION
AND
MEDIAN SIGN CONTRIBUTION**

PROJECT FAIR SHARE CONTRIBUTION		
FEE TYPE	FEE AMOUNT (per sq. ft.)*	PROJECT TOTAL
Transportation	\$2633 (per room)	\$186,933
Bike & Pedestrian	\$0.325	\$13,703.3
Fire	\$0.178	\$7,505.2
Sheriff	\$0.294	\$12,396.2
Public Administration	\$0.313	\$13,197.3
Library	\$0.1	\$4,216.4
Affordable Housing/ Linkage Fee	\$1.00	\$42,164
TOTAL	\$2633/room + \$2.21/sq. ft.	\$280,115

MEDIAN SIGN CONTRIBUTION	PROJECT TOTAL
For cost of construction, engineering, installation, improvements	\$33,260

* Except as otherwise noted

EXHIBIT "E"
TO
"GREEN PROPERTY" DEVELOPMENT AGREEMENT

SCHEDULE OF PERFORMANCE

- A. Days shall be calendar days, unless otherwise specified.

- B. The City Manager is authorized by the City to make minor changes to the schedule prior to the Project Completion Date resulting in an aggregate extension of the Project Completion Date of one hundred twenty (120) calendar days or less. Additionally, in the event that tribal resources are discovered during grading, the dates set forth in this Performance Schedule are extended equally by the number of days grading was stopped due to matters associated with the discovered tribal resources; provided, however, that no such extension for determining a course of action and implementing such action as it relates to tribal resources shall exceed three (3) weeks without the approval of the City Manager, as authorized under this Paragraph B. Notwithstanding the foregoing, grading work may nevertheless continue to proceed on the Property in areas where resources are not present, to the extent feasible, in the event of the discovery of such resources.

- C. In the event of any conflict between this schedule and the Development Agreement, the terms and provisions of the Development Agreement shall control.

- D. All defined terms indicated by initial capitalization used in this schedule shall have the meanings ascribed to the same terms in the Development Agreement or the Purchase Agreement, as appropriate.

- E. In the event City disapproves any of Developer's required submissions, the Performance Schedule shall be extended in accordance with the time required for the Developer to revise and resubmit such plans (as applicable) and for the City to render a decision on Developer's resubmission; provided, however, that the Close of Escrow cannot be so accordingly extended.

ACTION	COMPLETE BY DATE
1. <u>Developer Submittal of Entitlement package.</u> Developer shall submit a complete package for development of the Project, including for the Entitlements, to the City for its approval.	Complete.
2. <u>Grading and LID Plans.</u> Developer shall submit Grading and LID Plans for Plan Check.	Not later than May 27, 2020.
3. <u>Fire Department Approvals.</u> Developer shall	Not later than May 27, 2020.

<p>submit Fire Department for approval to the City</p>	
<p>4. <u>Execution of Agreement by City.</u> The City Council shall hold a public hearing to authorize execution of this Development Agreement by the City, and if so authorized, the City shall execute and deliver this Development Agreement to the Developer.</p>	<p>Not later than May 29, 2020</p>
<p>5. <u>City Approval of Entitlements.</u> City shall approve or disapprove Entitlements for the Project.</p>	<p>Planning Commission hearing on April 22, 2020; City Council hearing, concurrent with consideration of the Development Agreement, not later than May 26, 2020.</p>
<p>6. <u>Building and Landscaping Plans.</u> Developer to submit detailed building and landscape/ irrigation plans for Plan Check.</p>	<p>Not later than May 22, 2020.</p>
<p>7. <u>Grading Plans.</u> Final Approval for Grading Plans</p>	<p>Not later than June 15, 2020.</p>
<p>8. <u>Franchise Agreement.</u> Developer shall deliver the Franchise Agreement to the City.</p>	<p>Not less than thirty (30) days prior to the Close of Escrow.</p>
<p>9. <u>Construction Proforma.</u> Developer shall deliver the Construction Proforma to the City.</p>	<p>Not less than thirty (30) days prior to the Close of Escrow.</p>
<p>10. <u>Financing Commitment.</u> Developer shall deliver the Financing Commitment to the City.</p>	<p>Not less than fifteen (15) days prior to the Close of Escrow.</p>
<p>11. <u>Close of Escrow.</u> The City shall convey title to the Property to the Developer, and the Developer shall accept such conveyance.</p>	<p>As specified in the Purchase Agreement, the earliest of: (a) on or before the fifteenth (15th) Business Day following the Escrow Agency's receipt of written confirmation from both City and Developer of satisfaction or waiver of all conditions precedent to the Close of Escrow; (b) the Outside Closing Date; or (c) another mutually agreed upon date by the Parties.</p>

<p>12. <u>Commencement of Grading and Undergrounding.</u> The Developer shall commence grading and undergrounding of utilities on Property.</p>	<p>Not later than October 16, 2020; provided, however, that commencement of grading cannot commence until following the Close of Escrow.</p>
<p>13. <u>Governmental Permits.</u> The Developer shall obtain any and all permits required by the City or any other governmental agency for the contemplated stage (e.g., building, plumbing, electrical, etc.) of construction.</p>	<p>Prior to the commencement of such stage of construction of the Developer's improvements.</p>
<p>14. <u>Commencement of Construction.</u> The Developer shall commence construction of the improvements to be constructed on the Property.</p>	<p>Not later than three (3) months after commencement of grading.</p>
<p>15. <u>Completion of Construction of Developer's Improvements.</u> The Developer shall complete construction of the improvements to be constructed on the Property, including landscape, paving, and sidewalks.</p>	<p>Within twenty-two (22) months after commencement of construction for improvements; provided, however, no such construction can commence until City's issuance of necessary building permits for the Project.</p>
<p>16. <u>Certificate of Completion Issued.</u> The City shall furnish the Developer with a Certificate of Completion.</p>	<p>Promptly after completion of all construction required to be completed by the Developer on the Property and upon written request therefore by the Developer.</p>
<p>17. <u>Hotel Operations Commencement.</u> Developer shall commence operations of the Hotel as a Holiday Inn Express.</p>	<p>Not later than February 1, 2023.</p>

EXHIBIT "F"
TO
"GREEN PROPERTY" DEVELOPMENT AGREEMENT
FORM OF MEMORANDUM OF AGREEMENT

Recorded at the Request of:

City Clerk
City of Hawaiian Gardens, California

When Recorded, Return to:

City of Hawaiian Gardens
Attn: City Clerk
21815 Pioneer Boulevard
Hawaiian Gardens, CA 90716

Exempt from filing fees pursuant to Gov. Code § 6103

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("**Memorandum**") is entered into as of _____, 202__ ("**Effective Date**"), by and between the CITY OF HAWAIIAN GARDENS, a California municipal corporation ("**City**"), and HAWAIIAN 1311 LLC dba Holiday Inn Express, a California limited liability company ("**Developer**"). The City and Developer may, from time to time, be referred to herein individually as a "**Party**" or together as the "**Parties.**"

RECITALS

A. On May 12, 2020, the City Council of the City introduced and held first reading on Ordinance No. 583, approving that certain "Green Property" Development Agreement between the City and Developer, which such ordinance was adopted on May 26, 2020 and became effective as of June 25, 2020, and such agreement was recorded in the Official Records of the County of Los Angeles as Instrument No. _____ (as may be amended from time to time, the "**Development Agreement**"). Capital terms that are not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

B. Pursuant to the Development Agreement, Developer agreed, and obtained a vested right, to develop that certain real property located in the City of Hawaiian Gardens, County of Los Angeles, State of California, more particularly described in Exhibit 1 attached hereto and by this reference made a part hereof (the "**Property**"), for purposes of a hotel use, pursuant to the terms and conditions set forth in the Development Agreement.

C. Section 5.2 of the Development Agreement states the intent of the City and Developer

that Sections 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.1.6, 5.1.8, and 5.2 of the Development Agreement relate to the ongoing operations of the hotel use and operations following Hotel Operations Commencement, and are intended to survive the earlier termination or expiration of the Development Agreement (“**Use and Operation Covenants**”).

D. City and Developer have agreed to execute this Memorandum for the purpose of providing record notice of the Use and Operations Covenants, which shall survive for the term of this Memorandum, as set forth below.

AGREEMENT

In consideration of the rights and obligations of the parties under the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and Developer hereby promise and agree as follows:

1. Recitals. The foregoing recitals, incorporated herein by this reference, are an integral part of this Memorandum and are binding on the Parties.

2. Term. The initial term of this Memorandum commenced on the Effective Date of the Development Agreement and shall terminate at the end of the day immediately preceding the thirtieth (30th) anniversary of that Effective Date, subject to the amendment provisions set forth herein. The Parties may extend the term of this Memorandum, in writing, as a ministerial act of the City, in the form of a Small Change under Section 2.7.2 of the Development Agreement, which such extension shall be recorded in the Official Records of Los Angeles County.

3. Use of the Property. The Developer covenants and agrees for itself, its successors, its assigns, its transferees and every successor in interest that during construction and thereafter, the Developer and its successors, transferees and assignees shall devote the use of the Property, or any portion thereof, to the uses specified in the Development Approvals, this Development Agreement, and this Memorandum, including without limitation operation of the Hotel.

4. Developer’s Covenants and Warranties. Developer hereby covenants and agrees for itself, its successors in interests and assigns, as follows:

a. *Physical Quality of the Hotel*. The physical quality of the Hotel, including without limitation the construction quality, finish material, lighting, landscaping and site amenities shall, in no event, fail to meet the minimum construction quality, finish material, lighting, landscaping and site amenities, as approved by or to be approved by the City.

b. *Operations of the Hotel*. From the date upon which the Hotel commences operations that are open to the public (“**Hotel Operations Commencement**”), (i) the Developer shall continuously use and operate the Hotel, or such subsequent hotel as may be amended pursuant to Section 5.1.4, below; and (ii) the Hotel or such subsequent hotel as authorized by Section 5.1.4 shall be operated in the condition of and as a first quality hotel in accordance with the Development Plan, Development Approvals, Memorandum of Agreement, and this Agreement, which such standard shall, in no event be less than Upper Midscale standard as to the physical condition and

service.

c. *Franchisor and/or Hotel Manager.* During its operation, the Hotel shall be operated under the name of Franchisor, as has been already approved by the City, and be operated by a Hotel Manager, which Developer shall notify the City in writing of its selection of the Hotel Manager, at least 60 days prior to the Hotel Operations Commencement, which the City shall have the right to approve or disapprove, in its reasonable discretion. Developer may propose to replace the initial Franchisor and/or Hotel Manager; provided, however, that (i) such proposed replacement Franchisor and/or Hotel Manager shall operate the Hotel (or subsequently replaced hotel, in accordance with this Section) at a quality standard not less than that required by this Agreement; (ii) such proposed replacement Franchisor and/or Hotel Manager shall have the financial capability and operating experience equivalent to, or greater than, the original Franchisor and/or Hotel Manager, as the case may be, to operate the Hotel (or subsequently replaced hotel, in accordance with this Section) in the condition and at a quality level substantially equivalent to the condition and quality level, as the case may be, as existed as of the date of commencement of operations of the Hotel in compliance with this Agreement; and (iii) the City shall have the right, in its reasonable discretion, to approve or disapprove any proposed replacement Franchisor and/or Hotel Manager.

d. *Maintenance Covenants.* Developer shall maintain, at no cost or expense of the City, the Hotel and all improvements thereon to the Property and curb line, in compliance with the terms of this Agreement, the Development Approvals, and with the applicable provisions of the HGMC. Such maintenance and repair shall also conform to the requirements of the Developer's Franchisor and Hotel Manager, as applicable. Maintenance and security of the Project shall be consistent with other similar class hotel projects in the geographic area surrounding the City, and shall include, without limitation, regular graffiti, trash, and debris removal. The Property shall be kept free from any accumulation of debris or waste materials. The Developer shall maintain the landscaping required to be planted on the Property in a healthy condition in accordance with the approved landscape plan for the Project.

e. *Minimum Hotel Value.* Commencing on the Hotel Operations Commencement, the Developer shall not take action to decrease the assessed value (including the value of the improvements thereon and/or possessory interest therein) of the Property for property tax purposes below the assessed value as determined by the County Assessor's Office at the time of Hotel Operations Commencement ("**Minimum Hotel Value**").

f. *Obligation to Refrain From Discrimination.* 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, ancestry or national origin in the use, occupancy, tenure or enjoyment of the Project or any portion thereof, nor shall the Developer 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 occupants, patrons, or vendees of the Project. The foregoing covenants shall run with the land.

g. *Taxes.* Notwithstanding any provision in this Agreement to the contrary, Developer agrees that the Project shall be subject to the Transient Occupancy Tax in Chapter 5.95 of the HGMC, as well as all sales taxes, property taxes, and all other taxes applicable to the

Property or Project in the City. Developer hereby agrees that this Section 4.2.3 shall be deemed an ongoing covenant and obligation, which shall be included in the Memorandum of Agreement, and through that Memorandum of Agreement shall survive the expiration or earlier termination of this Agreement for the term specified in the Memorandum of Agreement.

5. Notice. Developer shall advise the City in writing pertaining to any of the covenants referenced in Section 3 to the extent City notice and/or approval is required. Upon request by the City, Developer shall deliver to the City, within five (5) days of such request, a copy of Developer's agreement with its Franchisor and/or its Hotel Manager.

6. Miscellaneous Provisions.

a. Events of Default; Remedies.

i. *Events of Default*. Failure or delay by either party to perform any term or provision of this Memorandum when required by the express terms hereof constitutes a default under this Memorandum ("**Default**"). The injured Party shall give written notice of such failure or delay to the other Party specifying the Default complained of by the injured Party. The Party who so fails or delays must, within thirty (30) days of notice of Default, shall cure, correct or remedy such failure or delay; provided, however, that in the event that such default cannot be cured within such thirty (30) day period but can be cured within a longer time, the Party in Default shall diligently proceed to complete such actions and cure such default, so long as such extended cure period does not exceed sixty (60) days. During such period of curing, the Party receiving the notice of Default shall not be considered in Default. Except as required to protect against further damages or harm, the injured Party may not institute proceedings, whether legal or administrative, against the Party in Default until after giving such notice and the expiration of the applicable cure period. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in giving notice or otherwise asserting any of its rights or remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

ii. *City's Remedies*. In the event of Developer's Default, and after expiration of the cure period specified in Section 5.a, above, the City may take any and all actions for remedies of such Defaults available in law or in equity to cure, correct, or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, to recover damages for any Default, and to obtain any other remedies in law or in equity. Except as otherwise expressly stated in this Memorandum, the rights and remedies of the City are cumulative, and the exercise by of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by Developer.

iii. *Developer's Remedies; Specific Performance*. The Parties acknowledge that City would not have entered into the Development Agreement or this Memorandum if it were to be liable in damages under the Development Agreement or this Memorandum, or with respect to the Development Agreement or this Memorandum or the application thereof. Accordingly, Developer covenants and the Parties agree that the sole remedy available against the City in the

event of a City Default under this Memorandum, and after expiration of the cure period specified in Section 5.a, above, shall be an action for specific performance of the terms of this Memorandum, however, that such action for Specific Performance must be filed within sixty (60) days of the end of the cure period of such Default. For the avoidance of doubt, in no event shall the City be liable in damages to Developer, or to any successor in interest of Developer, or to any other person, and Developer covenants not to sue for damages or claim any damages for any Default or breach of this Memorandum or for any cause of action that arises out of, relates to, or concerns this Memorandum or any dispute, controversy, or issues regarding the application or interpretation or effect of the provisions of this Memorandum.

b. Indemnification. Developer, including any successor-in-interest thereto, shall indemnify, defend, protect and hold City and its officers, employees, agents, representatives and volunteers, harmless from, all claims, demands, damages, defense costs or liability of any kind or nature in any way relating to or arising from, whether directly or indirectly, the City's approval of or performance under this Memorandum, or the ongoing operations and maintenance of the Hotel, including any damages to property or injuries to persons, including accidental death (including reasonable attorneys' fees and costs), which may be caused by any of Developer's activities under the Development Agreement or this Memorandum, whether such activities or performance thereof be by Developer or by anyone directly or indirectly employed or contracted with by Developer and whether such damage shall accrue or be discovered before or after termination of the Development Agreement or this Memorandum. Developer's indemnity obligations under this Section 6 shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death occasioned by the sole gross negligence or willful misconduct of City or its officers, employees, agents, representatives or volunteers. This provision shall survive the earlier termination of this Memorandum or the merger of this provision into any judgment of the Memorandum.

c. Amendments and Modifications. Any alteration, change or modification of or to this Memorandum, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

d. Successors in Interest. The burdens of this Memorandum shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Memorandum. All provisions of this Memorandum shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (i) is for the benefit of and is a burden upon every portion of the Property; (ii) runs with the Property and each portion thereof; and (iii) is binding upon each Party and each successor in interest during the Term of this Memorandum.

e. Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

f. Jurisdiction and Venue. Any action at law or in equity arising under this Memorandum or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Memorandum shall be filed and tried in the Superior Court of the County of Los Angeles State of California, and the Parties hereto waive all provisions of law

providing for the filing, removal or change of venue to any other court.

g. Attorneys' Fees. Developer shall reimburse City for all legal fees and expenses incurred by City in the negotiation and drafting of this Memorandum, including, but not limited to, the attachments hereto and any modifications or amendments of this Memorandum. In the event that any dispute between City and Developer should result in litigation relating to the enforcement and/or interpretation of the terms of this Memorandum, the prevailing Party shall be entitled to recover reasonable and necessary attorneys' fees, costs and expenses (including expert fees), including without limitation, actual attorneys' fees and expenses and other necessary costs of such litigation. In addition to the foregoing award of attorneys' fees and costs, the prevailing Party shall be entitled to its attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision shall survive the earlier termination of this Memorandum or the merger of this provision into any judgment of the Memorandum.

{Signatures on Next Page}

**SIGNATURE PAGE TO
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE CITY OF HAWAIIAN GARDENS, CALIFORNIA
AND HAWAIIAN 1311 LLC DBA HOLLIDAY INN EXPRESS**

IN WITNESS WHEREOF, the Parties have signed and entered into this Memorandum by and through the signatures of their respective authorized representative(s) as follow:

City:

City of Hawaiian Gardens,
a California municipal corporation

Developer:

HAWAIIAN 1331 LLC
dba Holiday Inn Express,
a California limited liability company

Ernie Hernandez,
City Manager

Nina Patel,
Principle Managing Member

Ashish Patel,
Principle Managing Member

ATTEST:

Lucie Colombo,
City Clerk

APPROVED TO FORM:

Megan Garibaldi, Best Best & Krieger LLP
City Attorney

PUBLIC AGENCY FORM OF ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF HAWAIIAN GARDENS)
(Gov't Code 40814 & Civil Code 1181)

On _____, 2020, 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)
County of Los Angeles)

On _____, 2020, 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)
County of Los Angeles)

On _____, 2020, 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 "1"
TO
MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

Real property with Assessor's Parcel No. 7076-033-910 legally described as: Parcel 1 of Parcel Map No. 67317 in the City of Hawaiian Gardens, County of Los Angeles, State of California, as per map filed in Book 335, Pages 75 and 76 of Parcel Maps, in the Office of the of County Recorder of Said County.

Exhibit “B”

Mitigation Monitoring and Reporting Program

**Mitigation Monitoring and Reporting Program
Initial Study/Mitigated Negative Declaration
Holiday Inn Express Suites Project**

Prepared for:

City of Hawaiian Gardens
21815 Pioneer Boulevard
Hawaiian Gardens, California 90716
Contact: Kevin M. Nguyen

Prepared by:

DUDEK
605 Third Street
Encinitas, California 92024
Contact: Collin Ramsey, Senior Project Manager

APRIL 2020

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1 Introduction

The California Environmental Quality Act (CEQA) requires that a public agency adopting a Mitigated Negative Declaration (MND) take affirmative steps to determine that approved mitigation measures are implemented after project approval. The lead or responsible agency must adopt a reporting and monitoring program for the mitigation measures incorporated into a project or included as conditions of approval. The program must be designed to ensure compliance with the MND during project implementation (California Public Resources Code, Section 21081.6(a)(1)).

This Mitigation Monitoring and Reporting Program (MMRP) will be used by the City of Hawaiian Gardens (City) to ensure compliance with adopted mitigation measures identified in the MND for the proposed Holiday Inn Express Suites Project (project) when construction begins. The City, as the lead agency, will be responsible for ensuring that all mitigation measures are carried out. Implementation of the mitigation measures would reduce impacts to below a level of significance for cultural resources, geology and soils, noise, and tribal cultural resources.

The remainder of this MMRP consists of a table that identifies the mitigation measures by resource for each project component. Table 1 identifies the mitigation monitoring and reporting requirements, list of mitigation measures, party responsible for implementing mitigation measures, timing for implementation of mitigation measures, agency responsible for monitoring of implementation, and date of completion. With the MND and related documents, this MMRP will be kept on file at the following location:

City of Hawaiian Gardens
21815 Pioneer Boulevard
Hawaiian Gardens, California 90716

2 Mitigation Monitoring and Reporting Program

Table 1. Mitigation Monitoring and Reporting Program Checklist

Number	Mitigation Measures	Party Responsible for Confirming Implementation	Time Frame for Implementation			Completed		Comments
			Pre-Const.	During Const.	Post-Const.	Initials	Date	
<i>Cultural Resources</i>								
MM-CUL-1	<p>In consultation with the Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government, the project applicant shall compensate via a Native American Monitoring Service Agreement for the services of a Tribal monitor who is both approved by Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government and is listed under the NAHC's Tribal Contact list for the project area. The Tribal monitor shall only be present on the project site during the construction phases involving ground disturbance, which may include but are not limited to pavement removal, pot-holing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching.</p> <p>The Tribal monitor shall complete daily monitoring logs that provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site Tribal monitoring shall end when ground disturbing activities are completed, or when the Tribal monitor has indicated that the project site has a low potential for impacting archaeological and Tribal resources.</p>	City of Hawaiian Gardens, Planning Division		X				
MM-CUL-2	<p>If any archaeological or Tribal resources are discovered during ground disturbing activities, construction activity shall cease in the immediate vicinity of the find until the find can be assessed. All archaeological resources unearthed by construction activities shall be evaluated by the Tribal monitor and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards. If the find is Native American in origin, the Gabrieleno Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation. Costs associated with</p>	City of Hawaiian Gardens, Planning Division		X				

HOLIDAY INN EXPRESS SUITES PROJECT
 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Number	Mitigation Measures	Party Responsible for Confirming Implementation	Time Frame for Implementation			Completed		Comments
			Pre-Const.	During Const.	Post-Const.	Initials	Date	
	<p>treatment and curation shall be burdened by the project applicant/developer, unless otherwise specified by the Tribe.</p> <p>Construction activities may continue on other parts of the project site while evaluation and, if necessary, mitigation, occurs. If the find is determined to constitute a historic resource or unique archaeological resource, time allotment and funding sufficient to allow for implementation of avoidance measures shall be made available. A treatment plan shall be prepared by the applicant/developer's qualified consultant under the guidance of the Gabrieleno Band of Mission Indians-Kizh Nation for the resource(s) in accordance with CEQA Guidelines Section 15064.5(f) and/or Public Resources Code Sections 21083.2(b).</p> <p>Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation or archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the material. If no institution accepts the archaeological material, the material shall be offered to a local school or historical society.</p>							
MM-CUL-3	<p>In addition to the requirements established in California Health and Safety Code Section 7050.5 and California Public Resources Code Section 5097.98, if human remains or funerary objects are uncovered during ground-disturbing activities, the Tribal monitor shall immediately divert work to a minimum of 150 feet from the discovery and place an exclusion zone around the burial. The Tribal monitor shall then notify the Gabrieleno Band of Mission Indians-Kizh Nation, a qualified archaeologist, and the construction manager who will call the County Coroner. Construction activities shall continue to be diverted while the Coroner determines whether the</p>	City of Hawaiian Gardens, Planning Division		X				

Number	Mitigation Measures	Party Responsible for Confirming Implementation	Time Frame for Implementation			Completed		Comments
			Pre-Const.	During Const.	Post-Const.	Initials	Date	
	<p>remains are Native American. The discovery shall be confidential and secure to further disturbance. If the discovery is determined to be Native American, the Comer shall notify the Native American Heritage Commission (NAHC) as mandated by state law, who shall then appoint a Most Likely Descendent (MLD).</p> <p>If the Gabrieleno Band of Mission Indians-Kizh Nation is designated as the MLD, treatment measures in accordance with Tribal practices and customs shall be implemented. Treatment measures may include the land owner arranging for a designated on-site location for the respectful reburial of the human remains and/or ceremonial objects. If the discovered human remains cannot be fully documented and recovered on the same day, the remains shall be covered with muslin cloth and a steel plate that can only be moved by heavy equipment. If a steel plate is not available, a guard shall be posted on-site during all non-working hours.</p> <p>Each occurrence of human remains and associated funerary objects shall be stored using opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony shall be removed to a secure container on-site. These items shall be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at an on-site location agreed upon between the Gabrieleno Band of Mission Indians-Kizh Nation and landowner between in an area that shall be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.</p> <p>If it is determined by the Gabrieleno Band of Mission Indians-Kizh Nation the burial must be removed from the Project site, the Tribe shall work with the qualified archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken that</p>							

Number	Mitigation Measures	Party Responsible for Confirming Implementation	Time Frame for Implementation			Completed		Comments
			Pre-Const.	During Const.	Post-Const.	Initials	Date	
	includes, at a minimum, detailed descriptive notes and sketches. Additional types of documentation may be approved by the Tribe for data recovery purposes. Cremations shall either be removed in bulk or by other means, as necessary, to ensure complete recovery of all material. If discovery of human remains includes four or more burials, the location shall be considered a cemetery and a separate treatment plan shall be prepared. Once complete, a final report of all activities shall be submitted to the Tribe and NAHC. The Tribe shall not authorize scientific study or use of invasive diagnostics on human remains.							
<i>Geology and Soils</i>								
MM-GEO-1	If excavations reach depths below human-transported fill materials, a qualified paleontologist meeting the Society of Vertebrate Paleontologists (SVP) (2010) standards should be retained to determine when and where paleontological monitoring is warranted. The qualified paleontologist or a qualified paleontological monitor meeting the SVP (2010) standards under the direction of the qualified paleontologist shall conduct the paleontological monitoring. If the sediments are determined by the qualified paleontologist to be too young or too coarse-grained to likely preserve paleontological resources, the qualified paleontologist can reduce or terminate monitoring per the SVP (2010) guidelines and based on the excavations remaining for the project.	City of Hawaiian Gardens, Planning Division		X				
<i>Noise</i>								
MM-NOI-1	The following guidelines shall be implemented to reduce noise impacts to sensitive receivers during construction of the project: <ul style="list-style-type: none"> Noise-generating construction activities (which may include preparation for construction work) shall be not occur on weekdays and Saturdays between 7:00 p.m. and 7:00 a.m., and shall not occur on Sundays or on federal holidays. 	City of Hawaiian Gardens, Planning Division City of Hawaiian Gardens, Building and Safety Division	X	X				

HOLIDAY INN EXPRESS SUITES PROJECT
 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Number	Mitigation Measures	Party Responsible for Confirming Implementation	Time Frame for Implementation			Completed		Comments
			Pre-Const.	During Const.	Post-Const.	Initials	Date	
	<ul style="list-style-type: none"> All construction equipment powered by internal combustion engines shall be properly muffled and maintained. No internal combustion engine shall be operated on the site without a muffler. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory recommended mufflers. Unnecessary idling of internal combustion engines shall be prohibited. Prior to the commencement of construction, a temporary construction noise barrier shall be erected along the project site's entire eastern boundary. The barrier shall be seven to eight feet in height, have a surface density of at least four pounds per square foot¹, and be free of openings, gaps and cracks (with the exception of expansion joints), including at the base of the barrier. Air compressors and generators used for construction shall be surrounded by temporary acoustical shelters. Whenever feasible, electrical power shall be used to run air compressors and similar power tools. Stationary equipment shall be placed so as to maintain the greatest possible distance to the sensitive use structures. Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners to contact the job superintendent if necessary. In the event the City receives a complaint, appropriate 							

¹ Or alternatively have a certified Sound Transmission Class (STC) rating of 30 dB or greater.

HOLIDAY INN EXPRESS SUITES PROJECT
 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Number	Mitigation Measures	Party Responsible for Confirming Implementation	Time Frame for Implementation			Completed		Comments
			Pre-Const.	During Const.	Post-Const.	Initials	Date	
	corrective actions shall be implemented and a report of the action provided to the reporting party.							
MM-NOI-2	Because HVAC equipment and other mechanical equipment can generate noise that could affect surrounding sensitive receptors and because the details, specifications, and locations of this equipment is not yet known, the project applicant shall retain an acoustical specialist to review project construction-level plans to ensure that the equipment specifications and plans for HVAC and other outdoor mechanical equipment incorporate measures, such as the specification of quieter equipment or provision of acoustical enclosures, will comply with relevant noise standards at nearby noise-sensitive land uses (e.g., residential). Prior to the commencement of construction, the acoustical specialist shall certify in writing to the City that the equipment specifications and plans incorporate measures that will achieve the relevant noise limits.	City of Hawaiian Gardens, Planning Division City of Hawaiian Gardens, Building and Safety Division	X					
MM-NOI-3	Prior to certificate of occupancy, signs shall be posted at the planned pool and patio areas prohibiting noisy activities between the hours of 10:00 p.m. and 7:00 a.m.	City of Hawaiian Gardens, Building and Safety Division			X			
<i>Tribal Cultural Resources</i>								
MM-CUL-1 through MM-CUL-3	See Mitigation Measures for Cultural Resource, above.	City of Hawaiian Gardens, Planning Division		X				



CITY OF HAWAIIAN GARDENS CITY COUNCIL STAFF REPORT

Agenda Item No. A-1/A-2/A-3/A-4

City Manager: *HW*

CITY OF HAWAIIAN GARDENS

ACTION:

- Approved *as amended*
- Denied
- Amended *A4 end*
- Receive & File *1st reading, Intro & title only*
- Other

VOTE: *4-0-1*

DATE: *5/12/2020* *recused - Awando*

DATE: May 12, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Ernie Hernandez, City Manager

BY: Joseph Colombo, Community Development Director
Kevin Nguyen, Associate Planner II

SUBJECT: RESOLUTION NO. 034-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT (CASE NO. PLNG2019-0033) FOR THE CONSTRUCTION AND OPERATION OF A NEW 71-ROOM HOLIDAY INN EXPRESS & SUITES AND ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

RESOLUTION NO. 035-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING A VARIANCE (CASE NO. PLNG2019-0034) FOR A REDUCTION OF THE REQUIRED ON-SITE PARKING FROM 76 TO 64 SPACES, FOR THE NEW HOLIDAY INN EXPRESS & SUITES AND ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

RESOLUTION NO. 036-2020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING A VARIANCE (CASE NO. PLNG2019-0035) FOR A NEW HOLIDAY INN EXPRESS & SUITES TO EXCEED THE MAXIMUM ALLOWABLE BUILDING HEIGHT FROM 45 FEET TO 53 FEET AND ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

ORDINANCE NO. 593, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING A PROPOSED DEVELOPMENT AGREEMENT (CASE NO. PLNG2020-0024) REGARDING A 71-ROOM HOLIDAY INN EXPRESS & SUITES AND ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

SUMMARY

On May 13, 2019, the Community Development Department received applications for a Conditional Use Permit to construct and operate a 71-room Holiday Inn Express & Suites, two Variances to reduce the required off-site parking and to allow the hotel to exceed the maximum allowable building height. A Development Agreement was deemed essential in conjunction with the hotel project to authorize the City to enter into a binding agreement with the developers and operators of the Holiday Inn Express & Suites. The subject site is located at 21623 Juan Avenue.

On April 22, 2020, the Planning Commission of the City of Hawaiian Gardens approved the following Resolutions for the project:

1. Resolution No. 2020-012 (PLNG2019-0033-Conditional Use Permit)
2. Resolution No. 2020-013 (PLNG2019-0034-Variance for Parking)
3. Resolution No. 2020-014 (PLNG2019-0035-Variance for Building Height)
4. Resolution No. 2020-015 (PLNG2020-0024-Development Agreement)

During the Planning Commission public hearing via ZOOM video conferencing, the applicant, his representatives, and a member from the public provided public testimony.

BACKGROUND

The site is located within the C-4 (General Commercial) Zoning District, with a General Plan designation of "General Commercial". This general plan designation is classified by commercial uses, including hotel/motel facilities, and food and retail services. Being generally rectangular in shape the site exhibits approximately 212 feet of frontage on Norwalk Boulevard, 261 feet of frontage on Brittain Street, and 261 feet of frontage on 226th Street. City of Long Beach is on the south side (across 226th Street) of the site.

On September 27, 2005, the City approved entitlements for the construction of a full-service carwash and fueling station at the site. However, the applicant did not exercise the approvals and the entitlements expired. Thus, the property has remained vacant and underutilized.

The project site is vacant with chain-link fence exists along all borders of the site. The unimproved site is surrounded by commercial uses facing Norwalk Boulevard, with residential uses in the proximity (south, north, and east) of the proposed project site.



View from Norwalk Boulevard

Holiday Inn Express & Suites is a mid-priced hotel chain within the InterContinental Hotels Group family of brands. It proposes to construct a new four-story, 42,164 square foot, 71-unit hotel on approximately 55,107 square foot vacant parcel located on the east side of Norwalk Boulevard, between Brittain Street and 226th Street. The hotel includes a fitness center, a meeting room, a kitchen/breakfast area, a multipurpose room, an outdoor pool, a patio area, 64 off-street parking spaces, and landscaping.

In accordance with the provisions of the California Environmental Quality Act (CEQA), staff has reviewed and determined the adoption of a Mitigated Negative Declaration is warranted for the project. As such, an Initial Study/Mitigated Negative Declaration (IS/MND) for Environmental Impacts was prepared for the proposed project. The combined environmental document is approximately 600 pages. Due to the large volume of documents associated with the IS/MND, it would not be practical to include those documents with the staff report. As such, these documents will be posted on the City's website for your review. Following is a list of the environmental documents associated with the hotel project:

- Initial Study/Mitigated Negative Declaration and Appendices
- Hydrology Report
- Traffic Report
- Soil Report

As a result of this process, the details of which are discussed later in this report, a Mitigated Negative Declaration of Environmental Impacts (MND) has been prepared. A Notice of Intent (NOI) to adopt the MND was posted at the Los Angeles County Clerk on March 6, 2020. The NOI was posted at the City Hall and local newspaper. It was also mailed to the owners and occupants of property contiguous to the project and to the surrounding cities.

In addition to the NOI, a notice of the pending public hearing was published in the *Los Cerritos Community News* as a 1/8th page ad and mailed to all property owners within 300 feet of the subject site on May 1, 2020.

DISCUSSION/ ANALYSIS

The applicant is proposing to construct a new four-story, 42,164 square foot, 71-unit hotel on an approximately 55,107 square foot vacant parcel located on the east side of Norwalk Boulevard, between Brittain Street and 226th Street. The hotel's ground floor includes five (5) guest rooms, a fitness center, a meeting room, a kitchen/breakfast area, a multipurpose room, an outdoor pool, a patio area, 64 off-street parking spaces, and landscaping. The second through fourth floors would be comprised of hotel units. Access to the upper levels would be from dual elevators and two separate stairways.

There are four aspects to the request: 1) a conditional use permit for the development and operation of a hotel facility; 2) two variances to reduce the required off-site parking and to exceed the maximum allowable building height; and 3) a Development Agreement to authorize the City to enter into a binding agreement with the developers and operators of the Holiday Inn Express & Suites.

Conditional Use Permit

As stated above, the C-4 zone allows hotel/motel facilities with the approval of a conditional use permit. The proposed hotel project will be four-stories tall and will include 71 rooms. The first floor includes the front desk/check in area, a communal lounge area, a breakfast buffet area, laundry rooms, offices, mechanical and storage rooms. The first floor also includes a 660 square foot multipurpose room, a fitness room, and a bar area. Five standard rooms will be located on the first floor. The second through fourth floor will include 22 suites each.

The hotel is located on a major arterial, with some commercial uses to the north and south of the site. Vehicular access to and from the site will be taken from the east side of Norwalk Boulevard from a double driveway and from the north side of 226th Street. The proposed building, at its nearest point will be located approximately fifty-two feet from the residential zoned properties to the east, 55-feet from the residential zoned properties to the north (across Brittain Street), and approximately 95-feet from the residential zoned properties to the south (across 226th Street). One of the conditions of approval requires the applicant to construct a six-foot (6') high masonry block wall along the easterly property line to limit any potential noise issues associated with the operation of the hotel. With the requirement for a six-foot high masonry block wall, the hotel use will reduce any negative impacts to the immediate residential neighborhood.

A total of 64 parking stalls would be provided and mostly located on the west side of the site, fronting Norwalk Boulevard. Six parking stalls are located on the east side (rear) of the building. The loading area, made up of two (2) 24-foot long spaces, is located adjacent to the south side of the building. The trash enclosure area will be located behind the southeast corner of the building. Staff has added a condition of approval that requires the trash enclosure match the color and materials used on the hotel building.

A summary of the development standards follows:

Parcel Size	55,107 sq. ft.	
Current Zoning	C-4 (General Commercial)	
General Plan Designation	General Commercial	
Development Standards	Required-Minimum / Maximum	Proposed
Lot Area	10,000 sq. ft. Minimum	55,107 sq. ft
Lot Width	100 Feet Minimum	212 Feet
Lot Depth	100 Feet Minimum	261 Feet
Parking	76 (standard and handicap)	64*
Loading Space	2 Minimum	2
Building Height	45 Feet Maximum	53 Feet*
Lot Coverage (Footprint Area)	70% Maximum	20.3%
Front Setback	None Required	113 Feet
Side Setback (Brittain Street)	None Required	5 Feet
Side Setback (226 th Street)	20 Feet Required	32 Feet 9 Inches
Rear Setback	None Required	52 Feet
Landscaping	10% of Lot Area	12% (6,732 sq. ft.)

*Concurrently, the applicant is requesting to reduce the required parking and to exceed the allowable building height.

General Operation

The proposed Holiday Inn Express offers guests with amenities comparable in quality to those of the higher-end hotels. There will be a swimming pool, continental breakfast, an exercise room, a bar lounge, and a meeting room. The applicant has indicated that there will be no live entertainment at the hotel facility. Private events such as birthday, anniversary, may occur in the multipurpose and meeting rooms. Staff does not have a concern regarding private events inside the hotel facility. However, the Community Development Director, at his discretion, may require the owner/operator to obtain approval of Temporary Use Permits prior to conducting the events.

According to the applicant, the bar area on the ground floor will not be open to the general public. It will be restricted to hotel guests only. The applicant has indicated that they will return and apply for an alcohol license with the State of California Department of Alcohol Beverage Control (ABC).

Architectural Design

The proposed hotel will be built from corporate architectural prototypes with a mix of suites and standard rooms. The building design includes linear elements, and horizontal and vertical features, pop-outs, all helping to create a linear inspired design common in Modern architecture. The building façades will include varying wall planes, heights, and rooflines, as well as contrasting colors and materials.

The building will incorporate some of the following colors and materials:

- Combination of Stone Age, Shasta, Bronzed Orange, Omega exterior stucco.
- Gray metal flashing (top of building)
- Standing seam metal roof
- Metal reveal panels
- Aluminum framed windows
- LED hidden light (under the building's parapet)
- Package Terminal Air Conditioning (PTAC) grille flush



Front Elevation (Facing Norwalk Blvd)

The building's primary finish is a combination of light gray, Shasta and Bronzed Orang^P. 1 3 0 plaster finish, with a dark brown (Stone Age) plaster finish along the first floor and at various recess areas of the upper floors. The front elevation includes additional architectural features, such as the dark metal roof cladding, centrally located along the upper edge of the building. A decorative porte-cochere located above the main entry serves both as pedestrian protection during inclement weather and utilized as patrons' drop off and pick up area.

The top portion (parapet) of the building will be comprised of decorative metal flashing with LED hidden light underneath. Backlit light fixtures will be used along the east (rear) and west (front) sides of the building façades. All elevations will include varying building heights and wall planes, decorative metal flashing separating the multi-colored, scored plaster finish.



Side Elevation (Facing 2226th Street)



Rear Elevation (Facing Residential Properties)



Smooth trowel finish
Omega Stucco

1 9925 Chinchilla



2 9278 Stone Age

3 9278 Shasta

4 427 Spiced Cognac

5 9231 Bronzed Orange (Venetian
Style)

6 7" foam with Omega Stucco finish
9278 Stone Age



Paint Sherwin Williams

7 Metal Flashing SW7075 Web
Gray



9



11



12



14

9 LED hidden light
10 Standing Seam Metal Roof
10 Aluminum windows, Milgard
Clear anodized
11 PIAC grid flush
12 1/2" Metal mesh
13 Steel Sunscreen
14 Wall mounted light fixture

Conceptual Landscaping

Section 18.70.020 of the Hawaiian Gardens Municipal Code requires that at least 10% of the site be landscaped. Based on the 55,107 square feet of area, a minimum of 5,510 square feet of landscaping must be provided. The applicant is providing 6,641 square feet of landscaping area, which would be located along the northerly side of the building, within the parking area, and along the southerly and easterly property lines. The proposed landscape palette includes three types of trees (Queen Palm, Desert Museum Palo Verde and Australian Willow), a variety of shrubs, and groundcover, all of which are considered drought tolerant plants. The landscape plan is designed to meet the State of California's most stringent water efficiency guidelines or AB 1881, the State Model Water Efficient Landscape Ordinance. It is important to note that the City Council only consider the concept of the landscaping plan. However, as a condition of approval and prior to final of building permits, staff will review the landscaping plan during plan check review process and will determine the landscaping's condition at the time (appropriate size and type of trees or adequate space between shrubs and groundcovers). The Community Development Director, at his discretion, may require plants to be replaced or add new landscaping materials.

The proposed landscape palette is as follows:

Name	Size	Number
Tree		
Cocos Plumosa (Queen Palm)	16' Brown Trunk Height	9
Cercidium (Desert Museum Palo Verde)	24" box	4
Geijera Parviflora (Australian Willow)	24" box	4
Shrubs		
Westringia Fruticosa (Morning Light Westringia)	5-gal	137
Westringia Fruticosa (Blue Gym Westringia)	5-gal	27
Dianella Caerulea (Cassa Blue Flax Lily)	1-gal	37
Leucophyllum Frutescens (Green Cloud Texas Sage)	1-gal	29
Hesperaloe Parviflora (Red Yucca)	5-gal	45
Anigozanthos (Amber Velvet Kangaroo Paw)	5-gal	31
Ligustrum Japonicum (Texas Privet)	5-gal	35
Ground Cover/ Vines		
Districts Buccinatoria (Blood-Red Trumbet Vine)	5-gal	1
Forest Blend Wood Mulch	3" max	Min. 8 cubic yards

Findings (Conditional Use Permit)

Pursuant to HGMC Section 18.100.090D, there are three (3) findings that must be adopted prior to the City Council approving the Conditional Use Permit. Followed is a discussion of the findings:

1. The proposed use is consistent with the General Plan.

The General Plan Land Use Element-Land Use Map designates the subject property as "General Commercial". The Land Use element defines the "General Commercial" designation as an area intended to accommodate commercial developments, including professional offices, retail businesses, restaurants, and personal services. The proposed development is a use that is allowed in C-4 (General Commercial) subject to the approval of a conditional use permit and thus is consistent with the Hawaiian Garden's General Plan.

The General Plan of the City of Hawaiian Gardens poses certain objectives and policies, which reflect the expectations and wishes of the City with respect to land uses and infrastructure. Specifically, the project is consistent with the following:

Land Use Element- Policy 1.1- Accommodate new development in accordance with the Land Use Map.

The General Plan Land Use Map designates the subject site as General Commercial. The proposed development is a hotel facility in nature and permitted with approval of a conditional use permit.

Land Use Element-Policy 1.11- Require all new development to incorporate adequate on-site landscaping; and

The proposed project provides adequate on-site landscaping (6,641 square feet) including the planting of a variety of trees, shrubs and groundcovers; thus the project provides adequate on-site landscaping.

Land Use Element-Policy 4.2- Encourage development of vacant and underutilized commercial parcels; and

The project will be constructed on a site that has been vacant for many years. The new development will be compatible with surrounding uses.

Economic Development- Policies 1.4 -- Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street.

The proposed hotel development will provide for a new development along Norwalk Boulevard providing overnight lodging services to visitors of the City as related to the City's existing businesses and residents. The project will add excitement and upgrade of the commercial corridor.

It is staff's opinion that additional upscale lodging opportunities in the area is a benefit and encourage people to visit City of Hawaiian Gardens. Operational and construction specific conditions have been added to mitigate any potential adverse impacts on the public convenience or general welfare of persons residing or working in the surrounding neighborhoods.

2. The nature, condition, and the development of adjacent uses, buildings, and structures have been considered, and that the proposed conditional use will not adversely affect or be materially detrimental to adjacent uses, or structures, and will be compatible with the character of the surrounding area.

The proposed hotel will include conditions of approval that will eliminate any negative impacts on surrounding properties. The hotel development will include a six-foot high masonry block wall along the rear property line of the site to reduce any possible noise impacts the project may have on the residential neighborhood located along the rear property line and along Brittain Street and 226th Street.

The hotel complies with the development standards required by the zoning code, and specifically with the design guidelines, which are meant to limit any adverse effects on adjoining land uses, and to promote growth or development of adjoining land uses by serving as a development catalyst for the area.

- 3. The proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other land use development features in this Zoning Code and required by the Planning Commission or City Council in order to integrate the use with existing and planned uses within the City.

The subject site is adequate in size and shape to allow full development of the proposed hotel facility. The proposed variances regarding the height and reduced parking requirement will allow full development while simultaneously developing a vacant site, which presently includes unsightly, overgrown vegetation, and a number of dirt and debris mounds on the site.

Variance – Parking

As stated above, the applicant is also requesting a reduction in the parking requirement for the project. Under this proposal, the applicant is providing a total of 64 parking stalls. The parking stalls, four of which are ADA compliant, are mostly located on the west side, fronting Norwalk Boulevard; six parking stalls are located on the east side (rear) of the building.

Section 18.70.010 (Parking) of the Hawaiian Gardens Municipal Code provides that one (1) parking space is required for every hotel unit, one (1) parking space for every employee, plus two (2) parking spaces for the managers. Below is a breakdown of the parking requirements for the proposed 42,164 sq. ft. hotel facility:

Hotel Room:	71 spaces
Employee:	3 spaces
Manager:	2 spaces

Based on the above parking calculation, the project requires 76 on-site parking spaces. However, the applicant can only provide 64 standard spaces (including four disabled spaces) due to limitations in the size of the project site. Accordingly, the applicant is requesting the Commission's approval of a Variance to reduce the amount of parking stalls required for the proposed project.

The above parking formula only applies for hotels/motels as a primary use. However, not every guest will drive to the hotel. Guests could be using public transportations (bus shuttle, Uber, taxi) during their temporary stay.

As mentioned before, development of the site is a challenge due to the size of the lot. In order to construct an economically feasible building with 71-room hotel and to meet and exceed other development standards, a variance is needed to facilitate the project. It is staff's opinion that the number of parking stalls (64) provided will meet the parking demands most of the times.

Findings (Variance – Parking)

Pursuant to HGMC Section 18.100.100E, there are five (5) findings that must be adopted prior to the City Council approving the Variance. A discussion of the findings follows:

- 1. **The variance is consistent with the Hawaiian Gardens General Plan and other applicable City policies and regulations and there would be no adverse impacts on the environment.**

Allowing the variance would be consistent with the Hawaiian Gardens General Plan and Zoning Ordinance. In particular, the variance would allow the project to proceed and operate with 64 parking spaces, consistent with the following General Plan Goals and Policies:

Land Use Element- Policy 4.2- Encourage development of vacant and underutilized commercial parcels.

The variance will provide the applicant an opportunity to construct an economically feasible building on a site that has been vacant for many years. The project will improve the site and enhance the neighborhood. The provided parking stalls will still meet the parking demands most of the times.

Land Use Element- Policy 4.4- Encourage the development of high-quality commercial projects.

Approving the variance will allow the applicant to construct an aesthetically pleasing development with a prototype architectural style that includes high-end building materials. The project will add excitement and upgrade the commercial corridor (Norwalk Boulevard), as well as landscaping and public right-of-way improvements.

Economic Development- Policies 1.4 – Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street.

The proposed hotel development will provide for a new development along Norwalk Boulevard providing overnight lodging services to visitors of the City as related to the City's existing businesses and residents. The variance will provide for parking relief to the requirement, allowing the project to add excitement and upgrade of the commercial corridor.

- 2. **There are exceptional or extraordinary circumstances or conditions applicable to the subject property which do not apply generally to other properties in the same zone in which the project is located.**

The subject property is conducive to the proposed development, as it meets , exceeds all applicable development standards in the C-4 zone, except for those standards for which the applicant has requested variance. The compact footprint of the site has created a hardship condition which prevents the project from providing sufficient parking spaces on site. It is staff's opinion, based on substantial evidence, that the number of parking stalls (64) provided will meet the parking demands most of the times.

- 3. The granting of the Variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone with similar constraints.

The variance is needed to reduce the required parking from 76 to 64 spaces. Approving the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone. Similar requests had been approved in the past (i.e. Extra Space Storage).

- 4. The Variance is made on the basis of a hardship condition and not as a matter of convenience or cost.

The compact footprint of the site has created a hardship condition which prevents the applicant from constructing an economically feasible hotel building that provides all the required parking stalls by code.

- 5. The granting of the Variance will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.

The project will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity since the new development will be a major improvement to the subject site; indeed, the proposed project would benefit the City as a whole by replacing a vacant site, and increasing the City's economic vitality. As part of the environmental analysis for the Mitigated Negative Declaration (MND) impact review, Dudek, a professional environmental consultant, has conducted the air and gas emission study, and noise study for the project to ensure the project poses no impacts to the public health, safety, welfare. The MND was completed and it was posted for a public 30-day review period. In addition, the City has prepared a Mitigation Monitoring and Reporting Program for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects.

Variance – Building Height

The maximum building height in the C-4 zone is 45-feet. Development of a large-scale hotel facility is a challenge due to size of the lot (55,107 sq. ft.). To develop the proposed hotel facility, the applicant is requesting a deviation from the Code to construct the four-story, 53-foot tall building. The actual height of the building would be 41' measuring from grade level to the roof deck and 47' to the top of parapet. The highest point of the building is the 53-foot tall tower situated right above the main entry.

Staff is supportive of the request because the project will facilitate quality architectural design and improve a site that has been vacant for many years. It is staff's opinion that allowing the request will not set a precedent because similar requests were granted to the La Quinta Inn development in 2006 and Extra Space self-storage in 2019.

Findings (Variance – Building Height)

Pursuant to Government Code section 65906 and HGMC Section 18.100.100E, collectively, there are five (5) findings that must be adopted prior to the City Council approving the Variance. A discussion of the findings follows:

- 1. **The variance is consistent with the Hawaiian Gardens General Plan and other applicable City policies and regulations and that there would be no adverse impacts on the environment.**

The subject site has General Plan Land Use designation of General Commercial. It is the intent of the General Commercial to support and serve residents with areas for commerce and industry, goods and services, etc. Also, allowing the variance would be consistent with the Hawaiian Gardens General Plan Goals and Policies. Granting the height variance to allow the small increase of the building parapet and architectural element to exceed the height limit will help facilitate the project and hence the following General Plan and Policies:

Land Use Element- Policies 1.1 and 4.2 - *Accommodate new development in accordance with the Land Use Map* and *“Encourage development of vacant and underutilized commercial parcels.*

The proposed project will create a new commercial development and will be an enhancement to a lot that has been vacant many years. The increased height will facilitate quality architectural design of the building as well as to allow for a front tower element and the elevator service, a requirement for any modern and upscale hotel facility.

Economic Development- Policies 1.4 – *Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street.*

The proposed hotel development will provide for a new development along Norwalk Boulevard providing overnight lodging services to visitors of the City as related to the City's existing businesses and residents. The variance will provide for architectural relief of the building, adding excitement and upgrading of the commercial corridor.

- 2. **There are exceptional or extraordinary circumstances or conditions applicable to the subject property which do not apply generally to other properties in the same zone in which the project is located.**

The subject property is conducive to the proposed development, as it meets or exceeds the applicable development standards in the C-4 zone. Due to the shallowness of the lot and the desire to maximize the development, the building envelop becomes shallow, pushing the structure to exceed the 45-foot in height with the decorative parapet. Four-story is consistent with the 45-foot height limit. However, the building's tower element and the parapets exceed the height limit

by eight (8) feet to accommodate a needed architectural element and elevation service.

- 3. **The granting of the Variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone with similar constraints.**

The variance is needed to permit the construction of an economically viable hotel. Approving the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone. By granting a minor increase of height for the front tower element and the parapet wall on top of the building, the architectural design and scale are appropriate for a project of this type; and therefore, is not granting a special privilege.

- 4. **The Variance is made on the basis of a hardship condition and not as a matter of convenience or cost.**

Granting the variance for the additional height that includes the extension of the parapet wall and the front tower element (for architectural and mechanical equipment screening purposes) would be an additional expense for the applicant in order to construct an economically feasible building, and thus not a matter of convenience or cost.

- 5. **The granting of the Variance will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.**

The project will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity since the new development will be a major improvement to the subject site; indeed, the proposed project would benefit the City as a whole by replacing a vacant site, and increasing the City's economic vitality. As part of the environmental analysis for the Mitigated Negative Declaration (MND) impact review, Dudek, a professional environmental consultant, has conducted the air and gas emission study, and noise study for the project to ensure the project poses no impacts to the public health, safety, welfare. The MND was completed and it was posted for a public 30-day review period. In addition, the City has prepared a Mitigation Monitoring and Reporting Program for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects.

Development Agreement

It has been determined by the City Attorney's Office of the City of Hawaiian Gardens that the Development Agreement (DA) is needed for the hotel project. The Development Agreement will authorize the City to enter into a binding agreement with the developers and operators of the Holiday Inn Express & Suites. The purpose is to strengthen the development process and to allow the City's ability to obtain public benefits beyond those achievable through existing City's ordinances and regulations.

Attached to the staff report is the draft DA which has been prepared by the City Attorney's Office. Each development agreement is now negotiated on a case-by-case

basis by the developer/operator and the City Attorney's Office prior to the City Council approval of the DA. P . 1 3 9

Environmental Review

In accordance with the provisions of the California Environmental Quality Act (CEQA), an Initial Study for Environmental Impacts was prepared for the proposed project. To complete the environmental analysis, the City of Hawaiian Gardens contracted with Dudek, an environmental and engineering firm. Dudek was selected because they have 40 years of experience in preparing environmental documents. This includes working with in-fill projects, such as the project site. During this analysis, potential impacts from air quality, traffic, noise, and geology among others were reviewed. Upon completion of the initial study, it was found that the project could have a less than-significant impact on cultural resources, noise, and soils, unless these impacts are mitigated.

A copy of the Initial Study/Mitigated Negative Declaration (IS/MND) is attached to this report. There is a 30-day public comment period on the proposed IS/MND, which started on March 6, 2020 and ended on April 6, 2020.

As part of the CEQA analysis and in order to comply with the Native American Historic Resource Protection Act (AB 52), staff contacted all groups listed in the California Native American Heritage Commission (NAHC) and provided notification of the proposed project to groups that are traditionally or culturally affiliated with the geographic area of the project. Within 30 days of notification, Mr. Andrew Salas – Chairman, Band of Mission Indians–Kizh Nation responded and requested for consultation. City staff has been in constant communication with the Band of Mission Indians -Kizh Nation regarding the project. At the end of the consultation process, the City of Hawaiian Gardens agreed to provide certain mitigation measures for the project. Accordingly, the following mitigation measures are proposed:

Cultural Resources

The site was previously graded and consists of disturbed soils and grasses; however, the cultural resource study could not rule out the potential for finding archaeological resources during grading operations on the site. Previous on-site development activities affected the entirety of the project site, and as such, it follows that any archaeological resources that may have once been located on the project site could have been previously disturbed. Accordingly, the following mitigation measures are proposed:

MM-CUL-1 In consultation with the Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government, the project applicant shall compensate via a Native American Monitoring Service Agreement for the services of a Tribal monitor who is both approved by Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government and is listed under the NAHC's Tribal Contact list for the project area. The Tribal monitor shall only be present on the project site during the construction phases involving ground disturbance, which may include but are not limited to pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching.

The Tribal monitor shall complete daily monitoring logs that provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site Tribal monitoring shall end when ground disturbing activities are completed, or when the Tribal monitor has indicated that the project site has a low potential for impacting archaeological and Tribal resources.

MM-CUL-2 If any archaeological or Tribal resources are discovered during ground disturbing activities, construction activity shall cease in the immediate vicinity of the find until the find can be assessed. All archaeological resources unearthed by construction activities shall be evaluated by the Tribal monitor and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards. If the find is Native American in origin, the Gabrieleno Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation. Costs associated with treatment and curation shall be burdened by the project applicant/developer, unless otherwise specified by the Tribe.

Construction activities may continue on other parts of the project site while evaluation and, if necessary, mitigation, occurs. If the find is determined to constitute a historic resource or unique archaeological resource, time allotment and funding sufficient to allow for implementation of avoidance measures shall be made available. A treatment plan shall be prepared by the applicant/developer's qualified consultant under the guidance of the Gabrieleno Band of Mission Indians-Kizh Nation for the resource(s) in accordance with CEQA Guidelines Section 15064.5(f) and/or Public Resources Code Sections 21083.2(b).

Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation or archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the material. If no institution accepts the archaeological material, the material shall be offered to a local school or historical society.

MM-CUL-3 In addition to the requirements established in California Health and Safety Code Section 7050.5 and California Public Resources Code Section 5097.98, if human remains or funerary objects are uncovered during ground-disturbing activities, the Tribal monitor shall immediately divert work to a minimum of 150 feet from the discovery and place an exclusion zone around the burial. The Tribal monitor shall then notify the Gabrieleno Band of Mission Indians-Kizh Nation, a qualified archaeologist, and the construction manager who will call the County Coroner. Construction activities shall continue to be diverted while the Coroner determines whether the remains are Native American. The discovery shall be confidential and secure to further disturbance. If the discovery is determined to be Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) as mandated by state law, who shall then appoint a Most Likely Descendent (MLD).

If the Gabrieleno Band of Mission Indians-Kizh Nation is designated as the MLD, treatment measures in accordance with Tribal practices and customs shall be implemented. Treatment measures may include the landowner arranging for a designated on-site location for the respectful reburial of the human remains and/or ceremonial objects. If the discovered human remains cannot be fully documented and recovered on the same day, the remains shall be covered with muslin cloth and a steel plate that can only be moved by heavy equipment. If a steel plate is not available, a guard shall be posted on-site during all non-working hours.

Each occurrence of human remains and associated funerary objects shall be stored using opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony shall be removed to a secure container on-site. These

items shall be retained and reburied within six months of recovery. The site (P. 141) reburial/repatriation shall be on the project site but at an on-site location agreed upon between the Gabrieleno Band of Mission Indians-Kizh Nation and landowner between in an area that shall be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

If it is determined by the Gabrieleno Band of Mission Indians-Kizh Nation the burial must be removed from the Project site, the Tribe shall work with the qualified archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken that includes, at a minimum, detailed descriptive notes and sketches. Additional types of documentation may be approved by the Tribe for data recovery purposes. Cremations shall either be removed in bulk or by other means, as necessary, to ensure complete recovery of all material. If discovery of human remains includes four or more burials, the location shall be considered a cemetery and a separate treatment plan shall be prepared. Once complete, a final report of all activities shall be submitted to the Tribe and NAHC. The Tribe shall not authorize scientific study or use of invasive diagnostics on human remains.

Soils

The primary concern is the impact generating from grading and construction activities. These activities would disturb paleontological resources within the project site. If excavations are anticipated to occur at depths below the original surface, staff feels that incorporating an additional mitigation measure would be prudent.

MM-GEO-1 If excavations reach depths below human-transported fill materials, a qualified paleontologist meeting the Society of Vertebrate Paleontologists (SVP) (2010) standards should be retained to determine when and where paleontological monitoring is warranted. The qualified paleontologist or a qualified paleontological monitor meeting the SVP (2010) standards under the direction of the qualified paleontologist shall conduct the paleontological monitoring. If the sediments are determined by the qualified paleontologist to be too young or too coarse-grained to likely preserve paleontological resources, the qualified paleontologist can reduce or terminate monitoring per the SVP (2010) guidelines and based on the excavations remaining for the project.

Noise

Noise impacts were identified during the construction phase of the project, as a result of the operation of the loading space, and traffic generate along adjacent roadways. As a result, the following mitigation measures are proposed:

MM-NOI-1 The following guidelines shall be implemented to reduce noise impacts to sensitive receivers during construction of the project:

- Noise-generating construction activities (which may include preparation for construction work) shall be not occur on weekdays and Saturdays between 7:00 p.m. and 7:00 a.m. and shall not occur on Sundays or on federal holidays.
- All construction equipment powered by internal combustion engines shall be properly muffled and maintained. No internal combustion engine shall be operated on the site without a muffler. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory recommended mufflers. Unnecessary idling of internal combustion engines shall be prohibited.

- Prior to the commencement of construction, a temporary construction noise barrier shall be erected along the project site's entire eastern boundary. The barrier shall be seven to eight feet in height, have a surface density of at least four pounds per square foot³, and be free of openings, gaps and cracks (with the exception of expansion joints), including at the base of the barrier.
- Air compressors and generators used for construction shall be surrounded by temporary acoustical shelters. Whenever feasible, electrical power shall be used to run air compressors and similar power tools.
- Stationary equipment shall be placed so as to maintain the greatest possible distance to the sensitive use structures.
- All equipment servicing shall be performed so as to maintain the greatest possible distance to the sensitive use structures.
- Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners to contact the job superintendent if necessary. In the event the City receives a complaint, appropriate corrective actions shall be implemented, and a report of the action provided to the reporting party.

MM-NOI-2 Because HVAC equipment and other mechanical equipment can generate noise that could affect surrounding sensitive receptors and because the details, specifications, and locations of this equipment is not yet known, the project applicant shall retain an acoustical specialist to review project construction-level plans to ensure that the equipment specifications and plans for HVAC and other outdoor mechanical equipment incorporate measures, such as the specification of quieter equipment or provision of acoustical enclosures, will comply with relevant noise standards at nearby noise-sensitive land uses (e.g., residential). Prior to the commencement of construction, the acoustical specialist shall certify in writing to the City that the equipment specifications and plans incorporate measures that will achieve the relevant noise limits.

MM-NOI-3 Prior to certificate of occupancy, signs shall be posted at the planned pool and patio areas prohibiting noisy activities between the hours of 10:00 p.m. and 7:00 a.m.

Traffic and Transportation

According to the traffic study prepared for the project, the five intersections adjacent or within proximity to the project site were considered. The study focused on the intersections of Norwalk Boulevard and 226th Street, Norwalk Boulevard and Brittain Street, Norwalk Boulevard and 223rd Street, Norwalk Boulevard and 221st Street, and Norwalk Boulevard and Carson Street. The scope of the study includes a review of the existing traffic and roadway conditions, forecast of project traffic, an assessment of traffic impacts due to the project, and a recommendation of mitigation measures if necessary.

The results indicated that all five study intersections are expected to continue operating at a Level of Service (LOS) of D or better during the AM and PM peak hours under future cumulative traffic conditions with the project. The project's traffic contribution in terms of volume-to-capacity ratio will be deemed insignificant. In summary the proposed project poses no traffic impacts to the existing street system and no mitigation

measures are required. It should be noted that the City Engineer (Willdan) has reviewed the traffic report and has concluded with its findings of no impacts related to traffic as a result of the proposed project.

PUBLIC INPUT

As of the date that this report was printed, staff has not received any correspondence regarding this matter.

FISCAL IMPACT

Staff anticipates no fiscal impacts as a result of the proposed project.

RECOMMENDATION

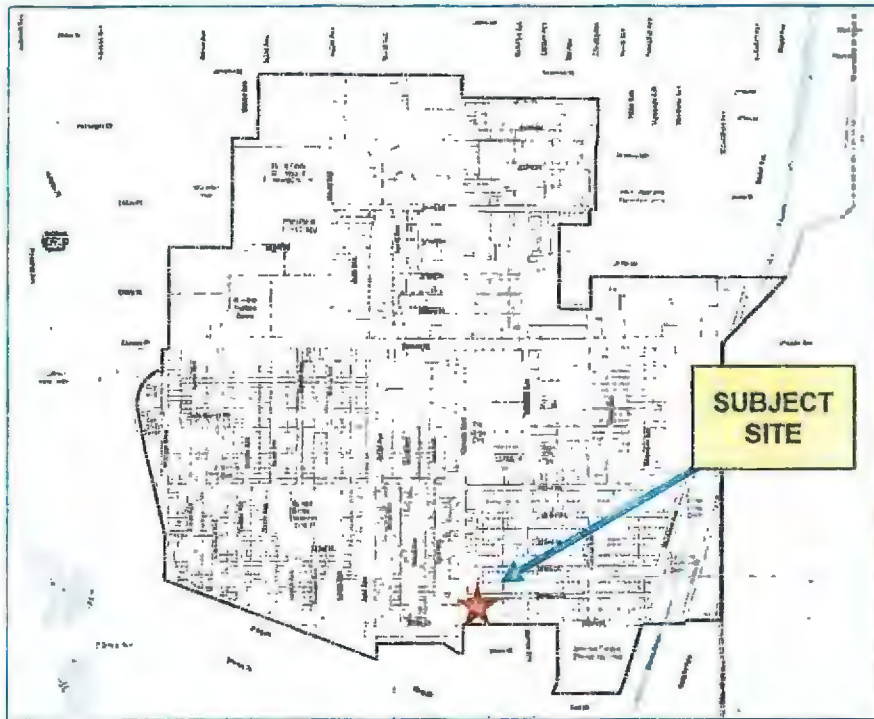
After consideration of all evidence presented during the public hearing, it is recommended that the City Council:

1. Adopt Resolution Number 034-2020 for Case Number PLNG2019-0033 (CUP), approving a new Holiday Inn Express & Suites and approving the associated Mitigated Negative Declaration for the project.
2. Adopt Resolution Number 035-2020 for Case Number PLNG2019-0034 (VAR), approving a reduction of on-site parking and approving the associated Mitigated Negative Declaration for the project.
3. Adopt Resolution Number 036-2020 for Case Number PLNG2019-0035 (VAR), allowing a proposed hotel to exceed the allowable building height and approving the associated Mitigated Negative Declaration for the project.
4. Adopt Ordinance Number 593, for Case Number PLNG2020-0024 (DA), approving the proposed Development Agreement and approving the associated Mitigated Negative Declaration for the project.

ATTACHMENTS

1. Vicinity Map and Aerial Photograph
2. Resolution No. 034-2020 (PLNG2019-0033-CUP)
4. Resolution No. 035-2020 (PLNG2019-0034-VAR)
5. Resolution No. 036-2020 (PLNG2019-0035-VAR)
7. Ordinance No. 593 (PLNG2020-0024-DA)
6. Attachment "A" – Conditions of Approval
8. Attachment "B" – Standard List of Conditions
9. Attachment "C" – Mitigation Monitoring and Reporting Program
- 9.* Attachment "D" – Initial Study/Mitigated Negative Declaration (IS/MND)
10. Attachment "E" – Development Agreement
11. Project Design Package: Site plan, elevations, and floor plans

EXHIBIT - 1



Vicinity Map



Aerial Photograph

**CITY OF HAWAIIAN GARDENS
RESOLUTION NO. 034-2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT (CASE NO. PLNG2019-0033) FOR THE CONSTRUCTION AND OPERATION OF A NEW 71-ROOM HOLIDAY INN EXPRESS & SUITES AND ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS, CALIFORNIA

WHEREAS, the Applicant/Developer has submitted an application for a conditional use permit to allow the development of a 71-room Holiday Inn Express & Suites (Project) on property located at 22434 Norwalk Boulevard (Property), in Hawaiian Gardens, CA; and,

WHEREAS, the Property is currently located within the C-4 (General Commercial) zoning district and is designated as General Commercial on the City of Hawaiian Gardens Land Use Map of the City's General Plan; and,

WHEREAS, Variances for the Project are concurrently being processed (Case No PLNG2019-0034 and Case No. PLNG2019-0035) to reduce the required parking from 76 to 64 spaces and to allow the proposed hotel to exceed the 45-foot maximum allowable building height for project located within the C-4 zoning district; and,

WHEREAS, a Development Agreement associated with the hotel project is concurrently being processed (Case No PLNG2020-0024) to authorize the City to enter into binding development agreements with persons that develop and operate the Holiday Inn Express & Suites; and,

WHEREAS, in accordance with the requirements of the California Environmental Quality Act, a notice of the intent to adopt the Mitigated Negative Declaration was posted at the Los Angeles County Recorder's Office on March 6, 2020; and,

WHEREAS, on May 1, 2020, an advertisement was published in the Los Cerritos Community News; and notices were placed at the City Hall, Lee Ware Park, and Lakewood Mobile Home Park; and notices were mailed to property owners within 300 feet of the subject property specifying the date, time and location of the public hearing; and,

WHEREAS, The City of Hawaiian Gardens City Council held a duly noticed public hearing on May 12, 2020, and fully considered all oral and written testimony, facts, and opinions offered at the aforesaid public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to conform to the requirements of the California Environmental Quality Act

(CEQA), the CEQA Guidelines and the regulations of the City of Hawaiian Gardens. The purpose of this IS/MND is, among other things, to provide objective information regarding the environmental consequences of the proposed project to the decision makers and the public and to identify measures to substantially lessen or avoid significant adverse environmental effects of the project. As such, the IS/MND was circulated for public review from March 6, 2020 to April 6, 2020. Also in conformance with CEQA, the City has prepared a Mitigation Monitoring and Reporting Program for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects, which is adopted together with the IS/MND, and is attached as Exhibit "C".

SECTION 2. The City Council of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that Case Number PLNG2019-0033-CUP DOES satisfy the criteria of Section 18.100.090(D) of the City of Hawaiian Gardens Municipal Code in that:

1. The proposed use is consistent with the General Plan.

The General Plan Land Use Element-Land Use Map designates the subject property as "General Commercial". The Land Use element defines the "General Commercial" designation as an area intended to accommodate commercial developments, including professional offices, retail businesses, restaurants, and personal services. The proposed development is a use that is allowed in C-4 (General Commercial) subject to the approval of a conditional use permit and thus is consistent with the Hawaiian Garden's General Plan.

The General Plan of the City of Hawaiian Gardens poses certain objectives and policies, which reflect the expectations and wishes of the City with respect to land uses and infrastructure. Specifically, the project is consistent with the following:

Land Use Element- Policy 1.1- Accommodate new development in accordance with the Land Use Map.

The General Plan Land Use Map designates the subject site as General Commercial. The proposed development is a hotel facility in nature and permitted with approval of a conditional use permit.

Land Use Element-Policy 1.11- Require all new development to incorporate adequate on-site landscaping; and

The proposed project provides adequate on-site landscaping (6,641 square feet) including the planting of a variety of trees, shrubs and groundcovers; thus the project provides adequate on-site landscaping.

Land Use Element-Policy 4.2- Encourage development of vacant and underutilized commercial parcels; and

The project will be constructed on a site that has been vacant for many years. The new development will be compatible with surrounding uses.

Economic Development- Policies 1.4 – Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street.

The proposed hotel development will provide for a new development along Norwalk Boulevard providing overnight lodging services to visitors of the City as related to the City's existing businesses and residents. The project will add excitement and upgrade of the commercial corridor.

It is staff's opinion that additional upscale lodging opportunities in the area is a benefit and encourage people to visit City of Hawaiian Gardens. Operational and construction specific conditions have been added to mitigate any potential adverse impacts on the public convenience or general welfare of persons residing or working in the surrounding neighborhoods.

2. **The nature, condition, and the development of adjacent uses, buildings, and structures have been considered, and that the proposed conditional use will not adversely affect or be materially detrimental to adjacent uses, or structures, and will be compatible with the character of the surrounding area.**

The proposed hotel will include conditions of approval that will eliminate any negative impacts on surrounding properties. The hotel development will include a six-foot high masonry block wall along the rear property line of the site to reduce any possible noise impacts the project may have on the residential neighborhood located along the rear property line and along Brittain Street and 226th Street.

The hotel complies with the development standards required by the zoning code, and specifically with the design guidelines, which are meant to limit any adverse effects on adjoining land uses, and to promote growth or development of adjoining land uses by serving as a development catalyst for the area.

3. **The proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other land use development features in this Zoning Code and required by the Planning Commission or City Council in order to integrate the use with existing and planned uses within the City.**

The subject site is adequate in size and shape to allow full development of the proposed hotel facility. The proposed variances regarding the height and reduced parking requirement will allow full development while simultaneously developing a vacant site, which presently includes unsightly, overgrown vegetation, and a number of dirt and debris mounds on the site.

SECTION 3. The City Council of the City of Hawaiian Gardens HEREBY APPROVES Case Number PLNG2019-0033-CUP and adopts the associated Initial Study/Mitigated Negative Declaration for the proposed development of a Holiday Inn Express & Suites, subject to Mitigation Monitoring and Reporting Program (attached hereto as Attachment "C"), the conditions found in the Attachment "A"-Conditions of Approval and Attachment "B" -Standard List of Conditions.

SECTION 4. The Mayor of the City of Hawaiian Gardens is hereby authorized to affix his/her signature to this Resolution signifying its approval and adoption by the City Council of the City of Hawaiian Gardens.

SECTION 5. The City Clerk of the City of Hawaiian Gardens, or his/her duly appointed Deputy, is hereby directed to attest hereto; and shall cause this Resolution and its certification to be entered into the Book of Resolutions of the City Council of the City of Hawaiian Gardens.

PASSED AND ADOPTED at a regular meeting of the City Council on the 12th day of May 2020.

CITY OF HAWAIIAN GARDENS

JESSE ALVARADO
MAYOR

ATTEST:

LUCIE COLOMBO, CMC, CPMC
CITY CLERK

CITY OF HAWAIIAN GARDENS
RESOLUTION NO. 035-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING A VARIANCE (CASE NO. PLNG2019-0034) FOR A REDUCTION OF THE REQUIRED ON-SITE PARKING FROM 76 TO 64 SPACES, FOR THE NEW HOLIDAY INN EXPRESS & SUITES AND ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

WHEREAS, the Applicant/Developer has submitted an application for a variance to reduce the required on-site parking for a proposed 71-room Holiday Inn Express & Suites (Project) on property located at 22434 Norwalk Boulevard (Property), in Hawaiian Gardens, CA; and,

WHEREAS, the Property is currently located within the C-4 (General Commercial) zoning district and is designated as General Commercial on the City of Hawaiian Gardens Land Use Map of the City's General Plan; and,

WHEREAS, a Variance for the Project is concurrently being processed (Case No. PLNG2019-0035) to allow the proposed hotel to exceed the 45-foot maximum allowable building height for development located within the C-4 zoning district; and,

WHEREAS, a Development Agreement associated with the hotel project is concurrently being processed (Case No PLNG2020-0024) to authorize the City to enter into binding development agreements with persons that develop and operate the Holiday Inn Express & Suites; and,

WHEREAS, in accordance with the requirements of the California Environmental Quality Act, a notice of the intent to adopt the Mitigated Negative Declaration was posted at the Los Angeles County Recorder's Office on March 6, 2020; and,

WHEREAS, on May 1, 2020, an advertisement was published in the Los Cerritos Community News; and notices were placed at the City Hall, Lee Ware Park, and Lakewood Mobile Home Park; and notices were mailed to property owners within 300 feet of the subject property specifying the date, time and location of the public hearing; and,

WHEREAS, The City of Hawaiian Gardens City Council held a duly noticed public hearing on May 12, 2020, and fully considered all oral and written testimony, facts, and opinions offered at the aforesaid public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to conform to the requirements of the California Environmental Quality Act

(CEQA), the CEQA Guidelines and the regulations of the City of Hawaiian Gardens. The purpose of this IS/MND is, among other things, to provide objective information regarding the environmental consequences of the proposed project to the decision makers and the public and to identify measures to substantially lessen or avoid significant adverse environmental effects of the project. As such, the IS/MND was circulated for public review from March 6, 2020 to April 6, 2020. Also in conformance with CEQA, the City has prepared a Mitigation Monitoring and Reporting Program for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects, which is adopted together with the IS/MND, and is attached as Exhibit "C".

SECTION 2. The City Council of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that Case Number PLNG2019-0034-VAR DOES satisfy the criteria of Section 18.100.100(E) of the City of Hawaiian Gardens Municipal Code in that:

- 1. The variance is consistent with the Hawaiian Gardens General Plan and other applicable City policies and regulations and there would be no adverse impacts on the environment.**

Allowing the variance would be consistent with the Hawaiian Gardens General Plan and Zoning Ordinance. In particular, the variance would allow the project to proceed and operate with 64 parking spaces, consistent with the following General Plan Goals and Policies:

Land Use Element- Policy 4.2- Encourage development of vacant and underutilized commercial parcels.

The variance will provide the applicant an opportunity to construct an economically feasible building on a site that has been vacant for many years. The project will improve the site and enhance the neighborhood. The provided parking stalls will still meet the parking demands most of the times.

Land Use Element- Policy 4.4- Encourage the development of high-quality commercial projects.

Approving the variance will allow the applicant to construct an aesthetically pleasing development with a prototype architectural style that includes high-end building materials. The project will add excitement and upgrade the commercial corridor (Norwalk Boulevard), as well as landscaping and public right-of-way improvements.

Economic Development- Policies 1.4 – Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street.

The proposed hotel development will provide for a new development along Norwalk Boulevard providing overnight lodging services to visitors of the City as related to the City's existing businesses and residents. The variance will provide for parking relief to the requirement, allowing the project to add excitement and upgrade of the commercial corridor.

2. **There are exceptional or extraordinary circumstances or conditions applicable to the subject property which do not apply generally to other properties in the same zone in which the project is located.**

The subject property is conducive to the proposed development, as it meets or exceeds all applicable development standards in the C-4 zone, except for those standards for which the applicant has requested variance. The compact footprint of the site has created a hardship condition which prevents the project from providing sufficient parking spaces on site. It is staff's opinion, based on substantial evidence, that the number of parking stalls (64) provided will meet the parking demands most of the times.

3. **The granting of the Variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone with similar constraints.**

The variance is needed to reduce the required parking from 76 to 64 spaces. Approving the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone. Similar requests had been approved in the past (i.e. Extra Space Storage).

4. **The Variance is made on the basis of a hardship condition and not as a matter of convenience or cost.**

The compact footprint of the site has created a hardship condition which prevents the applicant from constructing an economically feasible hotel building that provides all the required parking stalls by code.

5. **The granting of the Variance will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.**

The project will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity since the new development will be a major improvement to the subject site; indeed, the proposed project would benefit the City as a whole by replacing a vacant site, and increasing the City's economic vitality. As part of the environmental analysis for the Mitigated Negative Declaration (MND) impact review, Dudek, a professional environmental consultant, has conducted the air and gas emission study, and noise study for the project to ensure the project poses no impacts to the public health, safety, welfare. The MND was completed and it was posted for a public 30-day review period. In addition, the City has prepared a Mitigation Monitoring and Reporting Program for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects.

SECTION 3. The City Council of the City of Hawaiian Gardens HEREBY APPROVES Case Number PLNG2019-0034-VAR and adopts the associated Initial Study/Mitigated Negative Declaration for the proposed development of a Holiday Inn

Express & Suites, subject to Mitigation Monitoring and Reporting Program (attached hereto as Attachment "C"), the conditions found in the Attachment "A"-Conditions of Approval and Attachment "B" -Standard List of Conditions.

SECTION 4. The Mayor of the City of Hawaiian Gardens is hereby authorized to affix his/her signature to this Resolution signifying its approval and adoption by the City Council of the City of Hawaiian Gardens.

SECTION 5. The City Clerk of the City of Hawaiian Gardens, or his/her duly appointed Deputy, is hereby directed to attest hereto; and shall cause this Resolution and its certification to be entered into the Book of Resolutions of the City Council of the City of Hawaiian Gardens.

PASSED AND ADOPTED at a regular meeting of the City Council on the 12th day of May 2020.

CITY OF HAWAIIAN GARDENS

JESSE ALVARADO
MAYOR

ATTEST:

LUCIE COLOMBO, CMC, CPMC
CITY CLERK

CITY OF HAWAIIAN GARDENS
RESOLUTION NO. 036-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING A VARIANCE (CASE NO. PLNG2019-0035) FOR A NEW HOLIDAY INN EXPRESS & SUITES TO EXCEED THE MAXIMUM ALLOWABLE BUILDING HEIGHT FROM 45 FEET TO 53 FEET AND ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

WHEREAS, the Applicant/Developer has submitted an application for a variance to allow a new hotel (Project) to exceed the maximum allowable building height for the Holiday Inn Express & Suites located at 22434 Norwalk Boulevard (Property), in Hawaiian Gardens, CA; and,

WHEREAS, the Property is currently located within the C-4 (General Commercial) zoning district and is designated as General Commercial on the City of Hawaiian Gardens Land Use Map of the City's General Plan; and,

WHEREAS, a Conditional Use Permit for the Project is concurrently being processed (Case No PLNG2019-0033) for the development of a 71-room Holiday Inn Express & Suites; and,

WHEREAS, a Variance for the project is concurrently being processed (Case No PLNG2019-0034) to reduce the required parking from 76 to 64 spaces, for a new Holiday Inn Express & Suites; and,

WHEREAS, a Development Agreement associated with the hotel project is concurrently being processed (Case No PLNG2020-0024) to authorize the City to enter into binding development agreements with persons that develop and operate the Holiday Inn Express & Suites; and,

WHEREAS, in accordance with the requirements of the California Environmental Quality Act, a notice of the intent to adopt the Mitigated Negative Declaration was posted at the Los Angeles County Recorder's Office on March 6, 2020; and,

WHEREAS, on May 1, 2020, an advertisement was published in the Los Cerritos Community News; and notices were placed at the City Hall, Lee Ware Park, and Lakewood Mobile Home Park; and notices were mailed to property owners within 300 feet of the subject property specifying the date, time and location of the public hearing; and,

WHEREAS, The City of Hawaiian Gardens City Council held a duly noticed public hearing on May 12, 2020, and fully considered all oral and written testimony, facts, and opinions offered at the aforesaid public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS DOES ORDAIN AS FOLLOWS:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to conform to the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines and the regulations of the City of Hawaiian Gardens. The purpose of this IS/MND is, among other things, to provide objective information regarding the environmental consequences of the proposed project to the decision makers and the public and to identify measures to substantially lessen or avoid significant adverse environmental effects of the project. As such, the IS/MND was circulated for public review from March 6, 2020 to April 6, 2020. Also in conformance with CEQA, the City has prepared a Mitigation Monitoring and Reporting Program for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects, which is adopted together with the IS/MND, and is attached as Exhibit "C".

SECTION 2. The City Council of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that Case Number PLNG2019-0035-VAR DOES satisfy the criteria of Section 18.100100(E) of the City of Hawaiian Gardens Municipal Code in that:

- 1. That the variance is consistent with the Hawaiian Gardens General Plan and other applicable City policies and regulations and that there would be no adverse impacts on the environment.**

The subject site has General Plan Land Use designation of General Commercial. It is the intent of the General Commercial to support and serve residents with areas for commerce and industry, goods and services, etc. Also, allowing the variance would be consistent with the Hawaiian Gardens General Plan Goals and Policies. Granting the height variance to allow the small increase of the building parapet and architectural element to exceed the height limit will help facilitate the project and hence the following General Plan and Policies:

Land Use Element- Policies 1.1 and 4.2 - Accommodate new development in accordance with the Land Use Map" and "Encourage development of vacant and underutilized commercial parcels.

The proposed project will create a new commercial development and will be an enhancement to a lot that has been vacant many years. The increased height will facilitate quality architectural design of the building as well as to allow for a front tower element and the elevator service, a requirement for any modern and upscale hotel facility.

Economic Development- Policies 1.4 – Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street.

The proposed hotel development will provide for a new development along Norwalk Boulevard providing overnight lodging services to visitors of the City as related to the City's existing businesses and residents. The variance will provide for

architectural relief of the building, adding excitement and upgrading of the commercial corridor.

2. **There are exceptional or extraordinary circumstances or conditions applicable to the subject property which do not apply generally to other properties in the same zone in which the project is located.**

The subject property is conducive to the proposed development, as it meets or exceeds the applicable development standards in the C-4 zone. Due to the shallowness of the lot and the desire to maximize the development, the building envelop becomes shallow, pushing the structure to exceed the 45-foot in height with the decorative parapet. Four-story is consistent with the 45-foot height limit. However, the building's tower element and the parapets exceed the height limit by eight (8) feet to accommodate a needed architectural element and elevator service.

3. **The granting of the Variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone with similar constraints.**

The variance is needed to permit the construction of an economically viable hotel. Approving the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone. By granting a minor increase of height for the front tower element and the parapet wall on top of the building, the architectural design and scale are appropriate for a project of this type; and therefore, is not granting a special privilege.

4. **The Variance is made on the basis of a hardship condition and not as a matter of convenience or cost.**

Granting the variance for the additional height that includes the extension of the parapet wall and the front tower element (for architectural and mechanical equipment screening purposes) would be an additional expense for the applicant in order to construct an economically feasible building, and thus not a matter of convenience or cost.

5. **The granting of the Variance will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.**

The project will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity since the new development will be a major improvement to the subject site; indeed, the proposed project would benefit the City as a whole by replacing a vacant site, and increasing the City's economic vitality. As part of the environmental analysis for the Mitigated Negative Declaration (MND) impact review, Dudek, a professional environmental consultant, has conducted the air and gas emission study, and noise study for the project to ensure the project poses no impacts to the public health, safety, welfare. The MND was completed and it was posted for public 30-day review. The report has concluded that any potential environmental impacts from the project will be mitigated to a level of less than significant.

SECTION 3. The City Council of the City of Hawaiian Gardens HEREBY APPROVES Case Number PLNG2019-0035-VAR and adopts the associated Initial Study/Mitigated Negative Declaration for the proposed development of a Holiday Inn Express & Suites, subject to Mitigation Monitoring and Reporting Program (attached hereto as Attachment "C"), the conditions found in the Attachment "A"-Conditions of Approval and Attachment "B" -Standard List of Conditions.

SECTION 4. The Mayor of the City of Hawaiian Gardens is hereby authorized to affix his/her signature to this Resolution signifying its approval and adoption by the City Council of the City of Hawaiian Gardens.

SECTION 5. The City Clerk of the City of Hawaiian Gardens, or his/her duly appointed Deputy, is hereby directed to attest hereto; and shall cause this Resolution and its certification to be entered into the Book of Resolutions of the City Council of the City of Hawaiian Gardens.

PASSED AND ADOPTED at a regular meeting of the City Council on the 12th day of May 2020.

CITY OF HAWAIIAN GARDENS

JESSE ALVARADO
MAYOR

ATTEST:

LUCIE COLOMBO, CMC, CPMC
CITY CLERK

**CITY OF HAWAIIAN GARDENS
ORDINANCE NO. 593**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING A PROPOSED DEVELOPMENT AGREEMENT (CASE NO. PLNG2020-0024) REGARDING A 71-ROOM HOLIDAY INN EXPRESS & SUITES AND ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

WHEREAS, the Applicant/Developer proposes to enter in a development agreement with the City of Hawaiian gardens in connection with the development of a proposed 71-room Holiday Inn Express and Suites locates at 22434 Norwalk Boulevard, Hawaiian Gardens, CA; APN 7076-033-910 (Property); and,

WHEREAS, the Property is currently located within the C-4 (General Commercial) zoning district and is designated as General Commercial on the City of Hawaiian Gardens Land Use Map of the City's General Plan; and,

WHEREAS, Variances for the Project are concurrently being processed (Case No PLNG2019-0034 and Case No. PLNG2019-0035) to reduce the required parking from 76 to 64 spaces and to allow the proposed hotel to exceed the 45-foot maximum allowable building height for project located within the C-4 zoning district; and,

WHEREAS, a Conditional Use Permit for the Project is concurrently being processed (Case No PLNG2019-0033) for the development of a 71-room Holiday Inn Express & Suites; and,

WHEREAS, in accordance with the requirements of the California Environmental Quality Act, a notice of the intent to adopt the Mitigated Negative Declaration was posted at the Los Angeles County Recorder's Office on March 6, 2020; and,

WHEREAS, on May 1, 2020, an advertisement was published in the Los Cerritos Community News; and notices were placed at the City Hall, Lee Ware Park, and Lakewood Mobile Home Park; and notices were mailed to property owners within 300 feet of the subject property specifying the date, time and location of the public hearing; and,

WHEREAS, The City of Hawaiian Gardens City Council held a duly noticed public hearing on May 12, 2020, and fully considered all oral and written testimony, facts, and opinions offered at the aforesaid public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals

The City Council hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. Development Agreement Ordinance Findings

A. The City Council finds that the provisions of the Development Agreement are consistent with the City of Hawaiian Gardens General Plan and any applicable specific plan. The Development Agreement furthers implementation of the following General Plan Policies and Goals: Goal LU-1, provide opportunity for continued revitalization of a balanced community; Economic Development Policy 1.4 – Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street; Land Use Element Policy 4.2- Encourage development of vacant and underutilized commercial parcels, and Goal ED-5, sustain and expand the local employment base of the community.

B. The City Council finds that the Development Agreement is compatible with the uses authorized in the C-4 (General Commercial) zoning district. The hotel use is consistent with C-4 zone as a conditionally permitted use.

C. The City Council finds that the Development Agreement is in conformity with the public convenience, general welfare, and good land use practice. The Development Agreement will provide for a high-quality hotel in the City in an appropriate part of the City and will encourage visitors to come to the City.

D. The City Council finds that the Development Agreement will not be detrimental to the public health, safety, and general welfare. The Development Agreement for a Holiday Inn Express & Suites that will be operated in a safe, professional, and high-quality manner will not be detrimental to the public health, safety, and general welfare of the City and its residents.

E. The City Council will not adversely affect the orderly development of property or the preservation of property values in the City. The Holiday Inn Express & Suites will be a high-quality hotel in the City's commercial zone and will hopefully be a staple of the City for years to come as a dependable and professional hotel.

F. The City Council finds that the Development Agreement is consistent with Government Code Section 65864 through 65869.5 and is in compliance with all the conditions, requirements and restrictions of the Hawaiian Gardens Municipal Code.

SECTION 3. Recommend Adoption of an Ordinance Approving the Development Agreement

The City Council of the City of Hawaiian Gardens HEREBY APPROVES Case Number PLNG2020-0024-DA and adopts an Ordinance approving a Development Agreement regarding the new Holiday Inn Express & Suites to the satisfaction of the City Council. A draft Development Agreement has been included as Exhibit "E". The City Council recognizes that certain provisions of the Development Agreement may be amended, added or deleted from the draft Development Agreement to the satisfaction of the City Council.

SECTION 4. The City Council of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to conform to the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines and the regulations of the City of Hawaiian Gardens. The purpose of this IS/MND is, among other things, to provide objective information regarding the environmental consequences of the proposed project to the decision makers and the public and to identify measures to substantially lessen or avoid significant adverse environmental effects of the project. As such, the IS/MND was circulated for public review from March 6, 2020 to April 6, 2020. Also in conformance with CEQA, the City has prepared a Mitigation Monitoring and Reporting Program for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects, which is adopted together with the IS/MND, and is attached as Exhibit "C".

SECTION 5. Reliance on Record

Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6. Summaries of Information

All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 7. If any chapter, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council 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, phrases, or portions be declared invalid or unconstitutional.

SECTION 9. The Mayor of the City of Hawaiian Gardens is hereby authorized to affix his/her signature to this Resolution signifying its approval and adoption by the City Council of the City of Hawaiian Gardens.

SECTION 10. The City Clerk of the City of Hawaiian Gardens, or his/her duly appointed Deputy, is hereby directed to attest hereto; and shall cause this Ordinance and its certification to be entered into the Book of Ordinances of the City Council of the City of Hawaiian Gardens.

PASSED AND ADOPTED at a regular meeting of the City Council on the 12th day of May 2020.

CITY OF HAWAIIAN GARDENS

JESSE ALVARADO
MAYOR

ATTEST:

LUCIE COLOMBO, CMC, CPMC
CITY CLERK

ATTACHMENT 'A'

Conditions of Approval
Case Number PLNG2019-0033 (CUP) Use
Case Number PLNG2019-0034 (VAR) Parking
Case Number PLNG2019-0035 (VAR) Building Height

The City Council hereby approves Case Numbers PLNG2019-0033-CUP, PLNG2019-0034-VAR (Parking), PLNG2019-0035-VAR (Height), and PLNG2020-00024-DA for a proposed Holiday Inn Express & Suites on property located at 22434 Norwalk Boulevard, subject to the following conditions necessary to protect the public's health, safety, and general welfare.

Planning Division:

1. All of the conditions listed in the Standard List of Conditions and below shall be complied with by the applicant and all property owners of the subject property, including any heirs, successors or assigns of or to the applicant or property owners, respectively (collectively, the "Owner/Applicant") prior to the issuance of any occupancy permit and/or business license and during the life of the entitlements.
2. The owner/operator shall comply with all mitigation measures, as established by the Mitigated Negative Declaration. The mitigation measures are included in Attachment "C" of the Mitigation Monitoring Reporting Program.
3. This Conditional Use Permit allows the construction of a four-story 42,164 square foot, 71-unit hotel facility located at 22434 Norwalk Boulevard as shown on the preliminary plans. The approval includes the following amenities at the hotel: bar lounge area, multipurpose room, meeting room, fitness room, continental breakfast area, laundry room, outdoor swimming pool, and outdoor patio. Any changes to the project plans or amenities shall be subject to the approval of the Director of Community Development and/or the City of Hawaiian Gardens Planning Commission.
4. Approval of the Variances allow the reduction of the required on-site parking for the hotel from 76 to 64 spaces and allow the construction of a four-story hotel building at 53 feet tall measuring from grade level to the highest point of the building.
5. The applicant, operator of the hotel business shall always maintain, at minimum, a three (3) star hotel rating that is officially recognized by Forbes and/or AAA star rate system. The subject hotel shall not be converted to "Standard" or lower than a three-star hotel rating. Should the hotel facility be transferring to another franchise and/or owner(s) in the future, any new operator(s) shall be from a recognizable franchise chain and shall be responsible to operate the hotel in the same manner as any other three (3) star hotel rating. This includes but not limited to providing the above average amenities and higher quality service, with similar physical attributes, and design.
6. The owner/operator of the hotel business shall not allow long term lodging (maximum of 30 consecutive calendar days) at the subject hotel. In addition, hourly rate rental(s) and or lodging of a hotel room(s) is prohibited. The facility shall not be converted to any residential use.
7. The owner/operator shall obtain approval of a Conditional Use Permit from the Planning Commission for the sale and consumption of on-sale alcoholic beverages.

8. The owner/operator shall install permanent warning signs in prominent locations near the hotel's driveway approaches to alert drivers of pedestrians crossing the public sidewalks. Said signs shall be erected in accordance with the Hawaiian Gardens Municipal Code Section 18.90.050. The Community Development Director shall review and approve any proposed signs prior to issuance of permits.
9. The trash enclosure design shall incorporate the colors and finishes proposed on the hotel building. The Community Development Director shall review and approve the final trash enclosure design prior to issuance of permits.
10. Hotel employees and/or maintenance crews shall regularly clean the pedestrian walkways. In addition, hotel employees shall pick up trash and debris within the hotel's parking lot and public right-of-way along Norwalk Boulevard, Brittain Street, and 226th Street.
11. All bellman luggage carts shall be in designated area inside the hotel after each use.
12. A permanent and decorative solid fence shall be constructed around the perimeter of the outdoor pool. The Community Development Director shall review and approve the final fence design prior to installation.
13. The use of the outdoor swimming pool and filtration equipment shall be prohibited between 8:00 p.m. and 8:00 a.m. daily.
14. The owner/operator shall provide weekly maintenance service for the swimming pool by removing trash and debris and maintaining the water quality to the Los Angeles County Health Department standards.
15. All pool equipment shall be located inside a decorative enclosure. The Community Development Director shall review and approve the final equipment enclosure design prior to issuance of permits.
16. Private events are permitted inside the hotel facility. However, the Community Development Director, at his discretion, may require approval of Temporary Use Permits for such events.
17. The landscaping plans are approved in concept only and to ensure the project complies with the minimum 10% requirement by the zoning code. Staff will further review the landscaping plan during plan check review and will verify the landscaping's condition and materials at the time prior to issuance of permits (appropriate size and type of plant/vegetation or adequate space between shrubs and groundcovers). The Community Development Director shall approve the final landscaping plans prior to issuance of permits.
18. No visitors shall be allowed at the hotel between 10:00 p.m. and 7:00 a.m. daily.
19. All air conditioning systems and air grill covers shall be flush mounted to building façade.
20. The owner/applicant shall submit plans for review of all roof-mounted equipment. Said rooftop equipment shall not be visible from public view.

21. All exterior lights on the property shall be LED and shall be directed, positioned, and/or shielded such that they do not illuminate surrounding properties and the public right-of-way. Photometric plan shall be submitted for review and approve by the Community Development Director prior to installation.
22. Prior to the issuance of building and/or grading permits, the Development Agreement shall be approved by the City Council and shall recorded with the County of Los Angeles Recorder Office.
23. The approval of PLNG2019-0033CUP, PLNG2019-034VAR and PLNG2019-0035VAR shall not be valid until Case PLNG2020-0024DA is approved by the Hawaiian Gardens City Council.
24. Prior to the issuance of the occupancy permit and business license, the Owner/Applicant shall provide a letter to the Community Development Department that gives the City of Hawaiian Gardens permission to enforce the parking regulations on the subject property.
25. Approval of the Variances and Conditional Use Permit shall not be construed to mean any waiver of applicable and appropriate zoning regulations, or any Federal, State, County, and City laws and regulations. Unless otherwise expressly specified, all other requirements of the Hawaiian Gardens Municipal Code shall apply.
26. The applicant/owner/developer shall construct a six-foot high decorative block wall along the easterly property line. Said new wall shall meet current's standards and shall be located entirely on the subject site.
27. The Owner/Applicant has submitted a color rendering for the subject proposal. Plans shall be in substantial compliance with the subject rendering to the satisfaction of the Director of Community Development, including, but not limited to, colors of the building, architectural details, building elevations, and landscaping.
28. The new trash enclosure shall meet all City and Commercial Waste requirements. The design, colors and materials of trash enclosure shall match the hotel building. Trash must be picked up as necessary to ensure that the trash enclosure has adequate space to accommodate the needs of the site. No trash storage/disposal shall be placed in the public right of way. The applicant shall make every effort to secure the proposed enclosures to prevent dumping.
29. The Owner/Applicant shall provide sufficient security cameras and video retention, subject to Community Development Department review/approval, to survey the exterior subject property.
30. The owner/applicant shall incorporate graffiti resistant materials to the bottom of the building up to 10 feet measuring from the ground level. All graffiti materials shall be approved by City Staff.
31. All vehicular ingress and egress shall be taken from Norwalk Boulevard and 226th Street and shall be in compliance with the traffic study performed for the project.
32. Prior to submittal to the Building and Safety Division the applicant shall provide final architectural plans to the City Planning Division with all applicable conditions of approval incorporated.

33. The Owner/Applicant shall include a copy of all conditions of approval within the final approved plans.
34. All transformer and utility equipment shall be located beyond the front setbacks of Norwalk Boulevard, Brittain Street and 226th Street. The Owner/Applicant shall work with Southern California Edison to find a suitable location with final locations subject to review and approval by the Community Development Department. The ground level transformer shall be screened from public view by using live planter materials.
35. The Owner/Applicant shall provide sample color applications on one structure for review and approval by the Community Development Department prior to commencement of finishes to the entire site.
36. No sales or advertising is permitted from public streets or sidewalks.
37. Customer's vehicles shall only be parked in designated areas and shall not otherwise be parked in a manner which hampers vehicular circulation on the subject site or the public right-of-way.
38. No outdoor storage of any kind is permitted on-site. Storage of all materials shall be located entirely within the enclosed building.
39. There shall be no loading or unloading of hotel guests and hotel related items on Norwalk Boulevard, Brittain Street and 226th Street, or within the drive aisle of the facility. Loading and unloading shall only occur within the designated loading stalls.
40. Vehicular access must be provided at the project site and maintained serviceable throughout all operations.
41. There shall be no permanent storage of motor vehicles, equipment, or personal goods, on the parking lot, on the loading area, and on the drive aisle.
42. No hazardous materials (i.e., gasoline, household cleaning, gardening/landscaping products, etc.) will be stored outside in the parking lot.
43. No vehicle care, maintenance, and repair work shall be conducted within the hotel facility, or on any access aisles.
44. Except in the designated loading area, no vehicles shall park in front of any doors to the interior of the building, so as to block emergency ingress and egress.
45. The Owner/Applicant shall—at his, her, or its own expense— enter into an Indemnity Agreement with the City which shall provide at the City's sole and absolute discretion, amongst other things, that:
 - A. Owner/Applicant fully indemnify, protect, defend, and hold harmless the City of Hawaiian Gardens (City) and the City's agents, officers, employees, and attorneys (collectively, "Indemnified Parties") from and against any and all actual or alleged claims, actions and/or proceedings against the Indemnified Parties by third-parties that relate to or arise from any approval of the Project or any related approvals, including but not limited to (i) any California Environmental Quality Act ("CEQA") approvals, findings, and/or determinations, (ii) the approval of any permits (including any conditional use permits), variances, plot plans, design plans, maps (including any

tentative parcel maps), licenses, or amendments, (iii) any challenge to the reasonableness, legality or validity of any of the conditions set forth herein, and (iv) any other approvals or actions taken by the Indemnified Parties relating to the project (collectively, "Approvals"). The owner/applicant's indemnification obligation shall include, but shall not be limited to, any and all future third-party claims, actions, and/or proceedings against the Indemnified Parties (i) which seek to attack, set aside, void, or annul any of the Approvals; and/or (ii) which seek damages (including, without limitation, special and consequential damages and punitive damages) allegedly related to or arising from the Approvals (collectively, "Claims"). The owner/applicant's indemnification obligation shall further include, but shall not be limited to, any damages, fees (including attorney's fees), and or/costs either awarded against and/or incurred by the Indemnified Parties in connection with the Claims.

- B. The Indemnified Parties shall each have the absolute right to retain such legal counsel as they deem necessary and appropriate to defend against or otherwise address any Claims. While Indemnified Parties may, in its or their sole discretion, participate in the defense of any Claims, such participation shall not relieve Applicant of his, her, or its obligations under this condition. The owner/applicant shall reimburse each Indemnified Party for any and all reasonable attorneys' fees and costs incurred by the Indemnified Party as a result of any Claims. The owner/applicant shall reimburse each Indemnified Party for one hundred percent (100%) of the costs and expenditures incurred by the Indemnified Party relating to or arising from any of the Approvals, including all attorneys' fees, other legal fees (including costs and related expenses), and consultants' costs.
- C. The Owner and Applicant shall be jointly and severally liable for all obligations set forth herein

Building & Safety Division:

1. Contractor specifications for dust-generating activities (such as fine grading and trenching) shall include watering of earth-disturbing areas at least twice per day, as necessary, to prevent visible dust from leaving the project site. Implementation of this measure shall be performed in compliance with the recommended control measures and regulations of South Coast Air Quality Management District (SCAQMD) Rule 403 (Fugitive Dust), as applicable to the project.
2. Prior to issuance of grading permits or building permits, whichever occurs first, a Construction Noise Management Plan shall be prepared by the project proponent and submitted for review and approval by the Director of Community Development. This Plan shall include the following requirements, in addition to any additional measures required by the Director of Community Development:
 - A. Stationary equipment (such as generators and air compressors) shall be located as far from local residences as feasible; and,
 - B. Equipment maintenance and staging areas shall be located as far from local residences as feasible; and,
 - C. Construction equipment shall be fitted with manufacturer's standard, or better, noise shielding and muffling devices to reduce noise levels to the maximum extent feasible.
3. If potential archaeological materials are uncovered during grading or other earth moving activities, the contractor shall be required to halt work in the immediate area of the find,

and to retain a professional archaeologist to examine the materials to determine whether it is a "unique archaeological resource" as defined in Public Resources Code Section 21083.2(g). If this determination is positive, the scientifically consequential information shall be fully recovered by the archaeologist. Work may continue outside of the area of the find; however, no further work shall occur in the immediate location of the find until all information recovery has been completed and a report concerning it filed with the Community Development Department.

4. Prior to permit issuance the applicant shall provide a construction management plan which requires full compliance with AQMD Rule 403.

Los Angeles County Fire Department:

1. Fire Department access shall comply with Section 503 of the Fire Code, which requires all weather access. All weather access may require paving.
2. All fire department related equipment, valves and apparatuses shall be screened and approved by the Community Development Department prior to installation.
3. A uniform access system (e.g., Knox box) shall be provided to permit access to the subject property by safety personnel (e.g., Los Angeles County Fire Department, Los Angeles County Sheriff's Department, etc.). Location and type of system shall be coordinated through these agencies.
4. Vehicular access must be provided and maintained serviceable throughout construction. All required fire hydrants shall be installed, tested and accepted prior to construction.
5. Provide Fire Department or City approved street signs and building access numbers prior to occupancy.
6. Provide water mains, two (2) fire hydrants and fire flows as required by the County of Los Angeles Fire Department, for all land shown on map which shall be recorded.
7. The required flow for public fire hydrants at this location is 1,875 gallons per minute at 20 psi for a duration of 2 hours, over and above maximum daily domestic demand.
8. Additional water system may be required upon review of the completed Fire Flow Availability Form, and/or during the building permit process.

Public Works/ Engineering:

1. Easements may be required and shall be subject to review by the City Engineer to determine the final locations and requirements.

Drainage and Grading:

1. A grading and drainage plan must provide for a lot having an independent drainage system to the public street, to a public drainage facility, or by means of an approved drainage easement.
2. The project shall comply with the City's Stormwater Program and the Regional Water Board's NPDES permit, including the project complying with Low Impact Development standard and regulations.

3. Surface water generated from the project site shall not drain over the sidewalk or driveway into the gutter on Carson Street and Hawaiian Avenue. A parkway drain is required for each street. All NPDES permit requirements need to be shown on final plans.
4. Historical or existing storm water flow from adjacent lots must be received and directed by gravity to the street, a public drainage facility, or an approved drainage easement. The applicant shall demonstrate that storm water flow will not impact the existing storm water drainage system to the satisfaction of the City Engineer.

Road:

1. The Owner/Applicant shall remove all existing drive-way approaches and sidewalks along Norwalk Boulevard, Brittain Street and 226th Street as identified in the plot plan and shall replace with full curb, gutter, and sidewalk in compliance with ADA standards.
2. Prior to the issuance of the Certificate of Occupancy, if any curb, gutter and/or pavement on streets, related to the construction to the project, that is displaced, broken, or damaged, the property-owner/applicant is subject to repair at the satisfaction of the Community Development Director.
3. All off-site concrete improvements, including but not limited to sidewalks shall be power washed to remove grease, stain and debris prior to building occupancy.
4. Where feasible the project proponent shall plant street trees within the public right-of-way adjacent to the property (minimum 24-inch box) to the satisfaction of the City Engineer. Trees shall be no closer than 25 linear feet and all species shall be selected by the Community Development Department.
5. The Owner/Applicant shall slurry seal the entire section of streets in front of the project site facing Norwalk Boulevard, Brittain Street and 226th Street. The area of removal and replacement of any damage or service cut shall be determined and approved by the Community Development Director.

Sewer:

1. The owner/developer shall prepare (at the developer's expense) a Sewer Capacity study to address impacts to the City/County sewer system since the lot is going from being vacant to 71-room hotel. Downstream sewer flow measurements of existing flows and peak flows shall be required to be documented as part of the study. The cost of required study including but not limited to off-site improvements/constructions shall be the responsibility of the developer/property owner.
2. The Owner/Applicant shall submit a copy of the sewer plans to the City and to the Los Angeles County Department of Public Works for review. Approval of flow capacity must be confirmed by L.A.C.P.W. prior to issuing permits.
3. The Owner/Applicant shall consult with the City Engineer to determine the sewer location and design requirements; the Owner/Applicant shall also show sewer connections on site plan.
4. The Owner/Applicant shall pay all sewer connection fees prior to permit issuance and all other applicable fees per Chapter 13.08 of the Hawaiian Gardens Municipal Code.

5. If applicable, the Owner/Applicant shall furnish and install sanitary sewer lateral(s) and associated facilities within the public right of way in accordance with the requirements of the City Engineer.

Utilities:

1. All existing above grade utilities including but not limited to powered poles, overhead wires, telephone, and cable television service shall be undergrounded or removed from the property.
2. Any utilities that are in conflict with the development shall be relocated at the developer's expense.

Water:

1. The site shall be served by adequately sized water system facilities, which shall include fire hydrants of the size, type and location as required by the Fire Chief and the Community Development Department.
2. The water mains shall be of sufficient size to accommodate the total domestic and fire flow required for the land division. Domestic flows required are to be determined by the City Engineer. Fire flows required are to be determined by the Fire Chief.
3. Plans and specifications for the water system facilities shall be submitted for approval to the water company serving this land division. The Owner/Applicant shall submit an agreement and other evidence, satisfactory to the City Engineer, indicating that the applicant has entered into a contract with the servicing water purveyor guaranteeing payment and installation of the water improvements. The cost of required improvements including fees payable to City/County shall be the responsibility of the developer.
4. Prior to issuing of building permits, the applicant shall provide a statement from the water purveyor indicating applicant compliance with the Fire Chief's fire flow requirements.
5. The Owner/Applicant shall comply with Section 6.47.010 (Water Runoff Control Findings) of the Hawaiian Gardens Municipal Code.

**Mitigation Monitoring and Reporting Program
(Holiday Inn Express & Suites)**

The applicant shall comply with all mitigation measures, as established by the Mitigated Negative Declaration, shall be complied with at all times. This shall include:

- 1) **MM-CUL-1** In consultation with the Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government, the project applicant shall compensate via a Native American Monitoring Service Agreement for the services of a Tribal monitor who is both approved by Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government and is listed under the NAHC's Tribal Contact list for the project area. The Tribal monitor shall only be present on the project site during the construction phases involving ground disturbance, which may include but are not limited to pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching.

The Tribal monitor shall complete daily monitoring logs that provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site Tribal monitoring shall end when ground disturbing activities are completed, or when the Tribal monitor has indicated that the project site has a low potential for impacting archaeological and Tribal resources.

- 2) **MM-CUL-2** If any archaeological or Tribal resources are discovered during ground disturbing activities, construction activity shall cease in the immediate vicinity of the find until the find can be assessed. All archaeological resources unearthed by construction activities shall be evaluated by the Tribal monitor and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards. If the find is Native American in origin, the Gabrieleno Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation. Costs associated with treatment and curation shall be burdened by the project applicant/developer, unless otherwise specified by the Tribe.

Construction activities may continue on other parts of the project site while evaluation and, if necessary, mitigation, occurs. If the find is determined to constitute a historic resource or unique archaeological resource, time allotment and funding sufficient to allow for implementation of avoidance measures shall be made available. A treatment plan shall be prepared by the applicant/developer's qualified consultant under the guidance of the Gabrieleno Band of Mission Indians-Kizh Nation for the resource(s) in accordance with CEQA Guidelines Section 15064.5(f) and/or Public Resources Code Sections 21083.2(b).

Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation or archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the material. If no institution accepts the archaeological material, the material shall be offered to a local school or historical society.

- 3) **MM-CUL-3** In addition to the requirements established in California Health and Safety Code Section 7050.5 and California Public Resources Code Section 5097.98, if human remains or funerary objects are uncovered during ground-disturbing activities, the Tribal monitor shall immediately divert work to a minimum of 150 feet from the discovery and place an exclusion zone around the burial. The Tribal monitor shall then notify the Gabrieleno Band of Mission Indians-Kizh Nation, a qualified archaeologist, and the

construction manager who will call the County Coroner. Construction activities shall continue to be diverted while the Coroner determines whether the remains are Native American. The discovery shall be confidential and secure to further disturbance. If the discovery is determined to be Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) as mandated by state law, who shall then appoint a Most Likely Descendent (MLD).

If the Gabrieleno Band of Mission Indians-Kizh Nation is designated as the MLD, treatment measures in accordance with Tribal practices and customs shall be implemented. Treatment measures may include the landowner arranging for a designated on-site location for the respectful reburial of the human remains and/or ceremonial objects. If the discovered human remains cannot be fully documented and recovered on the same day, the remains shall be covered with muslin cloth and a steel plate that can only be moved by heavy equipment. If a steel plate is not available, a guard shall be posted on-site during all non-working hours.

Each occurrence of human remains and associated funerary objects shall be stored using opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony shall be removed to a secure container on-site. These items shall be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at an on-site location agreed upon between the Gabrieleno Band of Mission Indians-Kizh Nation and landowner between in an area that shall be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

If it is determined by the Gabrieleno Band of Mission Indians-Kizh Nation the burial must be removed from the Project site, the Tribe shall work with the qualified archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken that includes, at a minimum, detailed descriptive notes and sketches. Additional types of documentation may be approved by the Tribe for data recovery purposes. Cremations shall either be removed in bulk or by other means, as necessary, to ensure complete recovery of all material. If discovery of human remains includes four or more burials, the location shall be considered a cemetery and a separate treatment plan shall be prepared. Once complete, a final report of all activities shall be submitted to the Tribe and NAHC. The Tribe shall not authorize scientific study or use of invasive diagnostics on human remains.

- 4) **MM-GEO-1** If excavations reach depths below human-transported fill materials, a qualified paleontologist meeting the Society of Vertebrate Paleontologists (SVP) (2010) standards should be retained to determine when and where paleontological monitoring is warranted. The qualified paleontologist or a qualified paleontological monitor meeting the SVP (2010) standards under the direction of the qualified paleontologist shall conduct the paleontological monitoring. If the sediments are determined by the qualified paleontologist to be too young or too coarse-grained to likely preserve paleontological resources, the qualified paleontologist can reduce or terminate monitoring per the SVP (2010) guidelines and based on the excavations remaining for the project.
- 5) **MM-NOI-1** The following guidelines shall be implemented to reduce noise impacts to sensitive receivers during construction of the project:
 - Noise-generating construction activities (which may include preparation for construction work) shall not occur on weekdays and Saturdays between 7:00 p.m. and 7:00 a.m. and shall not occur on Sundays or on federal holidays.

- All construction equipment powered by internal combustion engines shall be properly muffled and maintained. No internal combustion engine shall be operated on the site without a muffler. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory recommended mufflers. Unnecessary idling of internal combustion engines shall be prohibited.
 - Prior to the commencement of construction, a temporary construction noise barrier shall be erected along the project site's entire eastern boundary. The barrier shall be seven to eight feet in height, have a surface density of at least four pounds per square foot³, and be free of openings, gaps and cracks (with the exception of expansion joints), including at the base of the barrier.
 - Air compressors and generators used for construction shall be surrounded by temporary acoustical shelters. Whenever feasible, electrical power shall be used to run air compressors and similar power tools.
 - Stationary equipment shall be placed so as to maintain the greatest possible distance to the sensitive use structures.
 - All equipment servicing shall be performed so as to maintain the greatest possible distance to the sensitive use structures.
 - Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners to contact the job superintendent if necessary. In the event the City receives a complaint, appropriate corrective actions shall be implemented, and a report of the action provided to the reporting party.
- 6) **MM-NOI-2** Because HVAC equipment and other mechanical equipment can generate noise that could affect surrounding sensitive receptors and because the details, specifications, and locations of this equipment is not yet known, the project applicant shall retain an acoustical specialist to review project construction-level plans to ensure that the equipment specifications and plans for HVAC and other outdoor mechanical equipment incorporate measures, such as the specification of quieter equipment or provision of acoustical enclosures, will comply with relevant noise standards at nearby noise-sensitive land uses (e.g., residential). Prior to the commencement of construction, the acoustical specialist shall certify in writing to the City that the equipment specifications and plans incorporate measures that will achieve the relevant noise limits.
- 7) **MM-NOI-3** Prior to certificate of occupancy, signs shall be posted at the planned pool and patio areas prohibiting noisy activities between the hours of 10:00 p.m. and 7:00 a.m.

ATTACHMENT "B"

STANDARD LIST OF CONDITIONS

DATE:	May 12, 2020
OWNER(S):	
PERMITTEE:	Nitin Patel and Firas Jamal
APPLICANT:	Nitin Patel
PROJECT ADDRESS:	22434 Norwalk Boulevard Hawaiian Gardens, CA 90716

All projects approved by the City of Hawaiian Gardens shall meet the standard conditions that have been checked unless specifically exempted by the Hawaiian Gardens Municipal Code (HGMC). The standard conditions checked below must be complied with prior to the issuance of an occupancy permit or business license unless noted otherwise. Call the CDD if you have any questions concerning specific conditions on this list at (562) 420-2641.

Todos los proyectores aprobados por la Ciudad de Hawaiian Gardens deben cumplir las condiciones marcadas a menos de que sean específicamente exento por las reglas municipales de la Ciudad de Hawaiian Gardens. Las condiciones regulares mencionadas en los párrafos siguientes deben cumplirse antes de obtener un permiso para ocupar el negocio/residencia menos de que sea notado de otra manera. Llame al Departamento de Desarrollo de la Comunidad si tiene preguntas acerca de específico condiciones en esta lista llame al (562) 420-2641.

The Property Owner, Permittee and Applicant shall comply with all conditions of approval for the following entitlement (s):

		Case Number	Resolution/Ordinance	Approval Date
	Tract Number			
	Parcel Map Number			
X	CUP Number (s)	PLNG2019-0033	Reso. 034-2020	May 12, 2020
X	Variances	PLNG2019-0034	Reso. 035-2020	May 12, 2020
		PLNG2019-0035	Reso. 036-2020	May 12, 2020
X	Development Agreement	PLNG2020-0024	Ordinance 593	May 12, 2020
	Plot Plan Number (s)			
	Special Use Permit			

REQUIRED	DONE	
		I. GENERAL PROJECT CONDITIONS
X		A. The approval is for a Conditional Use Permit (CUP), two Variances, and a Development Agreement to allow the construction and operation of a 71-room Holiday Inn Express & Suites located at 22434 Norwalk Boulevard.
X		B. Approval is based on Permittee's/Applicant's PRELIMINARY Site plan, Floor plan, Elevations, as presented to the Planning Commission and or City Council. The plans are part of the standard list of conditions and are approved only as a preliminary drawing. Final construction plans will require approval from the Community Development Director. If during plan check substantial corrections are made to the approved preliminary plans from the Building and Safety Division and Fire Department, the Community Development Director may cause the project to be null/voided or resubmitted for review at the discretion of the Lead Agency.
X		C. The development shall comply with the requirements of Hawaiian Gardens Municipal Code (HGMC), and the conditions as outlined in the Standard List of Conditions, and Attachment "A". The Standard List of Conditions and Attachment "A" shall prevail over any discrepancies regarding any approved plans.
X		D. Any revisions to the approved plans must be resubmitted for review and approval by the Community Development Department, prior to the issuance of an occupancy permit, business license, or sign off of a building permit.
X		E. Within sixty (60) days of approval of this entitlement, the Permittee shall submit to the Community Development Department for review and approval three (3) copies of revised plans, similar to those identified in Condition I.B., with any amendments required by these conditions of approval included.
X		F. Approval shall not take effect for any purpose until the Applicant, Permittee, business owner(s), and/or property owner(s) have filed with the City of Hawaiian Gardens an affidavit stating that he/she/they are aware of and accept all of the conditions set forth in the letter of approval, this standard list of conditions, any additional conditions of approval, and any environmental mitigation measures. The notarized affidavit (s) shall be submitted within THIRTY (30) calendar days of the date of approval of this application. If the notarized affidavit is not submitted within the identified days, such entitlement shall automatically become null and void,
X		G. Approval does not relieve the Permittee, business owner(s), property owner(s), and/or unit tenants from compliance with other Federal, State, Regional, County, and/or City requirements.
X		H. Applicant/Permittee is required to hire applicable state licensed contractors to perform the job as per the approved plans using standard conventional construction methods as accepted by the industry. All contractors and subcontractors are to obtain a business license from the business license clerk. A list of contractors with contact information is to be submitted to the business license clerk for reference and file prior to the issuance of a building permit.
X		I. Applicant/Permittee shall comply with the City of Hawaiian Gardens Business License Ordinance and cooperate with the City to obtain compliance by contractors and tenants.
		J. The days and hours of operation of the business shall be limited to: Monday through Sunday

REQUIRED	DONE	
X		K. NO ISSUANCE OF A TEMPORARY PERMIT, AN OCCUPANCY PERMIT, A BUSINESS LICENSE, SIGN OFF OF A BUILDING PERMIT, OPERATION OF THE BUSINESS, OR LETTER OF PUBLIC CONVENIENCE OR NECESSITY, will be granted or allowed until ALL IMPROVEMENTS required by this approval have been completed, inspected, and approved by the appropriate departments.
X		L. Violation of any of the conditions of this permit shall be cause for the issuance of a stop work order, citation, prosecution, and/or revocation of all rights there under by the City of Hawaiian Gardens.
X		M. The City may inspect the subject site at least one time each year to review conformance with the project's conditions of approval and/or environmental mitigation measures. Findings of said investigation may be reported to the City Council for receipt and/or action.
X		N. The Community Development Department shall have full access to inspect subject establishment during all operating hours to ensure compliance with conditions of approval.
X		O. Prior to the issuance of a building permit, the Applicant/Permittee shall provide documentation that they own all the property or have control of the property, that is part of these applications or have approval from the property owner(s) of the property for the proposed use.
X		P. Prior to the submittal of an application for a grading permit, building permit, or encroachment permit, the Applicant/Permittee shall provide to the Director of Community Development three complete and final sets of construction related drawings. These drawings shall include structure design, foundation, and utility plans (to include location of any trenching and sources of utilities) and any changes made as part of these conditions of approval.
X		Q. The Community Development Director is authorized to make minor modifications to the approved concept design plans or any of the conditions of approval if such changes shall achieve substantially the same results as would strict compliance with said plans and conditions. Any conflicts between the plans and conditions of approval shall be resolved by the Community Development Director.
X		R. The property shall be developed and maintained and operated in a neat, quiet, and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants.
X		S. Failure to conform to the any of these conditions of approval may result in code enforcement proceedings with fines upon conviction as provided by law. For more information contact the Community Development Department at (562) 420-2641 ext. 208.
X		T. Due to the nature of the proposed use, unforeseen Impacts may be created which may necessitate additional conditions of approval that could limit the activity or business. Additional conditions of approval may be imposed by the Community Development Director. Any conditions of approval imposed by the Community Development Director shall be agreed to by the project applicant/ or Owner and/or tenant(s). If no agreement is reached, the matter can be appealed to the City Council. Until such appeal, the new condition shall remain in effect until a decision is rendered by the City Council. If no agreement is reached after presentation to the City Council, the land use entitlement(s) shall be subject to a revocation hearing, where it may be determined to be null and void.
X		U. No business shall locate on the premises or attempt to conduct business without first securing a business license, approved by the Community Development Director.

REQUIRED	DONE	
X		V. All business operations conducted on the property shall not cause excessive noise, in violation of the City Noise Ordinance (Chapter 9.29). Violation of the City Noise Ordinance shall be cause for the issuance of a citation or prosecution of the responsible person or business, and/or revocation of this conditional use permit by the City of Hawaiian Gardens.
X		W. If during the term of this entitlement, there is a change in operation, fact, policy or method that would substantially alter the information given in the application, such entitlement shall be deemed terminated and a new entitlement application must be submitted to continue operation.
X		X. The Applicant/Permittee shall defend, indemnify, and hold harmless the City of Hawaiian Gardens, its agents, its officers, and employees from any claim, action, or proceeding against the City of Hawaiian Gardens or its agents, its officers, and employees to attack, set aside, void, or annul this approval.
X		Y. In the event that any claim, action, or proceeding described above is filed against the City of Hawaiian Gardens, the Applicant/Permittee shall within ten (10) days of the filing, pay to the City of Hawaiian Gardens, an initial deposit of five thousand dollars (\$5,000) from which actual costs shall be billed and deducted for the purpose of defraying the expense involved with the City's cooperation in the defense, including but not limited to depositions, testimony, and other assistance to the Permittee or Permittee's counsel. The Applicant/Permittee shall also pay the below supplemental deposits, from which actual costs shall be billed and deducted.
X		Z. If during litigation, the actual costs incurred reach eight percent (80%) of the amount on deposit, the Permittee shall deposit additional funds to bring the balance up to the amount of the initial deposit (\$5,000). There is no limit on the supplemental deposits that may be required prior to completion of litigation.
X		AA. The cost for collection and duplication of records and other related documents will be paid by the Permittee.
X		BB. At the sole discretion of the Permittee, the amount of the initial and supplemental deposits may exceed the minimum amounts defined herein.
X		CC. If any provision of this entitlement is held or declared to be invalid, the entitlement permit shall be void and the privileges granted there under shall lapse.
		II. PLANNING DIVISION STANDARDS
X		A. Community Development Department staff shall have access to the subject property at anytime during construction or operation to monitor progress.
		B. A new six-foot high masonry wall shall be constructed along the: ___ North; ___ South; <u>X</u> East; ___ West property line (s) subject to review and approval of the Community Development Department.
X		C. No fences or walls may be built without first securing approval from the Community Development Department. Any new fence or wall will be subject to Design Review by the Community Development Department.
X		D. An enclosed refuse area shall be provided.
X		E. Architectural details such as doors, window mullions, and other architectural details shall be reviewed and approved by the Community Development Department.
X		F. Applicant/Permittee shall provide address numbers for the building(s), to the specifications of the Community Development Department. Address numbers shall be installed prior to the issuance of an occupancy permit.

REQUIRED	DONE		
X		G	There shall be no permanent storage of vehicles, trailers, equipment, or personal goods within the drive aisles of this facility.
X		H	The repair and maintenance of vehicles shall be prohibited at the subject property.
X		I	No barbed wire fencing shall be allowed at the subject property.
X		J	All exterior lighting shall be shielded and directed away from adjoining uses to prevent direct illumination and/or glare.
X		K	Color palette to be submitted for approval by the Community Development Department prior to permit issuance.
X		L	A six-foot chain link fence will be allowed on the property until the conclusion of the construction.
			III. PARKING/ACCESS STANDARDS
X		A.	All parking spaces shall meet the requirements of the Hawaiian Gardens Municipal Code as it relates to size (width, length) aisle width, etc. Regular parking spaces shall be a minimum of 9'0" wide by 20' deep.
X		B.	The project shall provide parking spaces per the approved plans. Parking shall be required to meet ADA requirements.
X		C.	There shall be no outside storage of vehicle parts, equipment, trailers, trash or debris, supplies, equipment, or materials. There shall be no outside storage of abandoned, inoperable, or wrecked vehicles.
X		D.	Prior to the issuance of an occupancy permit or sign off of the final permit, all unused driveway aprons shall be closed to the satisfaction of the City Engineer. The driveway and sidewalk shall be constructed in accordance with LA County Public Works Standards, and thereafter maintained in good serviceable condition. As necessary, the applicant shall obtain encroachment permits from the City Engineering Division.
X		E.	All designated parking spaces shall be separated by 4-inch wide striping to show the layout of the intended parking stalls. Such striping shall be maintained in a clear, visible and orderly manner at all times.
X		F	The development shall comply with the City's Transportation Demand Ordinance as Applicable.
X		G	All Permittees subject to TDMs shall submit a monitoring agreement to the specifications of the City Attorney and Community Development Department, which shall be binding upon the Permittee with respect to the implementation of the required Trip Reduction Measures specified therein.
X		H	Prior to release of occupancy, the Community Development Director shall issue a certificate of compliance with the Trip Reduction Measures as required as applicable.
X		I	A letter from the property owner(s) authorizing parking enforcement shall be submitted prior to the issuance of a Certificate of Occupancy and/or business license.
		J	Signs shall be posted indicating no employee parking directly within the adjacent public streets.
X		K	The site shall comply with all requirements of AB 1881 as applicable.
X			IV. SIGN STANDARDS
X		A.	No signs of any kind or advertising shall be placed on the subject property without first obtaining approval of the City. All signs shall be developed in accordance with the Hawaiian Gardens Municipal Code (HGMC) and Title 18 of the HGMC.

REQUIRED	DONE	
		B. The property owner(s) shall be responsible for removal of the sign (s) within five (5) days after vacation of the site by the tenant. Removal of the wall sign shall include the repair of the wall surface back to the original condition.
X		C. The Permittee shall install and maintain the following signage. Signage shall be installed at the front entrance to the building. Signage shall be of a minimum dimension of 2'0" by 2'0", with letters a minimum of one inch (1") in height. Prior to installation of the signs, the signs and text, and proposed location shall be approved by the Community Development Department. The Community Development Department shall be contacted to inspect the property to ensure installation of the signage, prior to the issuance of a business license. a. "No Loitering permitted." b. "Maximum Occupancy of this business is (number too be determined by LACFD/HGB&S)." c. "This hotel facility is under camera/video surveillance."
X		D. All structures, walls, and fences on the subject property shall remain free of all unapproved signs and extraneous markings or drawings. The Applicant/Permittee shall remove all unapproved signs and extraneous markings or drawings within twenty-four (24) hours of notification by the City of Hawaiian Gardens, weather permitting. Paint utilized in the covering of such markings shall be of a color that matches the color on adjacent surfaces.
		E. There shall be no advertisement of alcoholic beverages on the exterior walls or windows of the business. No 'temporary' signs shall be displayed advertising alcoholic beverages. The placement of portable or temporary signs or banners on the property is prohibited.
X		F. No raceway signs will be allowed. Painted wall signs, human held signs and strobe lights will not be permitted with this development.
X		G. CUP will be required for a Master Sign Program should any proposed signs exceed code requirements.
V. LANDSCAPING & IRRIGATION STANDARDS		
X		A. Final landscape and irrigation plans shall be reviewed and approved by the Community Development Department prior to the issuance of a building permit. The size, species, and quantity of landscaping materials and trees shall be determined by the Community Development Director's discretionary review. A plan with soil preparation notes, tree staking, etc. shall be included in the plan.
X		B. Plant varieties shall be as shown on approved landscaping drawings, unless changed by conditions of approval. All quantities shall be verified by actual count. Plants, including trees, shrubs, and ground cover shall have been grown in nurseries inspected by the California Department of Agriculture. Inspection and approval of plants is required. The City may reject plants, if defective or not in compliance with these standards.
X		C. A permanent maintenance program of all landscaping shall be provided insuring regular irrigation, fertilization and weed abatement.
X		D. All required yard areas and unpaved open areas shall be landscaped with turf, trees and shrubs and shall be maintained as necessary, with an automatic irrigation system, controlled with a timer.
X		E. Landscape materials and irrigation systems are to be inspected by a city representative prior to final issuance of a certificate of occupancy.

REQUIRED	DONE	
X		F. The project will comply with the requirements of Chapter 13.18, related to water conservation of landscaping.
X		G. All trees shall be a minimum twenty-four (24") or thirty-six inch (36") box, as shown on the approved landscaping plans. Twenty-four inch trees shall be a minimum of 10'-0" in height. Such trees shall have a minimum average trunk diameter, measured twelve inches (12") above grade, of one and one-half inches (1 ½ "). Such trees shall have a minimum branch canopy of 5'- 0" in diameter. Thirty-six inch trees shall be a minimum of 15'-0" in height. Such trees shall have a minimum average trunk diameter, measured twelve inches (12") above grade, of two inches (2). Such trees shall have a minimum branch canopy of 7'- 6" in diameter. Documentation as to the size of these trees shall be provided during final inspection of the landscaping and irrigation system. A
X		H. If non-canopy type trees are proposed (i.e., palms, etc.) on a case by case basis sizes of these trees will be determined.
X		I. All shrubs shall be a minimum one (1) or five (5) gallons, as shown on the approved landscaping plans. Documentation as to the size of these shrubs shall be provided during final inspection of the landscaping and irrigation system
X		J. All ground covers shall, after one year, provide one hundred percent (100%) coverage.
X		K. Prior to issuance of an occupancy permit, the entire property shall be landscaped and irrigation system installed in accordance to the approved plans and approved by a representative of the Community Development Department.
X		L. The Permittee's Landscaping Contractor shall maintain all landscaping for a minimum of ninety (90) days. This period shall start at the sign off of the landscaping by the Community Development Department.
X		M. All trees of 24-inch size or larger, to include palms, shall be guaranteed for one (1) year. Guarantee period shall start on date the Permittee's Landscaping Contractor is relieved of maintenance responsibility.
X		N. All plants that show signs of failure to grow due to improper maintenance, injury or damage from any cause, including vandalism, so as to render them unsuitable for the purposes shall be immediately replaced.
X		O. The landscape plan shall be designed and implemented to achieve an immediate effect. Prior to Certificate of Occupancy, the landscape installation shall be inspected by the Community Development Department to determine if additional landscaping is required.
VI. PROPERTY MAINTENANCE STANDARDS		
X		A. The Applicant/Permittee shall maintain, and upgrade as necessary, the property as required by the City Zoning, Health, Building and Fire Codes.
X		B. The Applicant/Permittee, and/or subsequent owners of the subject property shall paint the building on an as-needed basis, and not less than every five years. Colors shall be subject to the approval of the Community Development Department.
		C. The Applicant/Permittee shall provide one (1) licensed uniformed security guard (s) during the hours of 10:00 P.M. to 2:00AM if determined necessary by the Director of Community Development. The guards shall be required to patrol all public areas in the immediate vicinity and all off-street parking facilities used by patrons of the business. In addition the applicant shall provide for 24 hour video surveillance.
X		D. There shall be no outside display of goods being sold without obtaining the necessary approvals from the City of Hawaiian Gardens.

REQUIRED	DONE	
X		E. There shall be no loitering at the property.
X		F. The Applicant/Permittee shall maintain the property in a neat and orderly fashion. The Applicant/Permittee shall maintain the property free of litter, trash, debris, and junk. All graffiti, etching, or other acts of vandalism shall be removed from the site within 24hrs.
X		G. All trash areas shall be screened, secured and maintained in a sanitary condition and all business owners shall take appropriate measures to prevent prohibited or undesirable activities including but not limited to, scavenging, excessive accumulation of refuse, and allowing any portion of the property to become a breeding ground for flies, wild rodents or pests. Trash storage areas shall be designated and bins shall be maintained within the designated areas.
X		H. No outside cleaning of floor mats from inside the building or other items will be permitted on the site.
VII. ALCOHOLIC BEVERAGE STANDARDS		
X		A. No alcoholic beverages shall be sold for off-site or onsite consumption without approval of a Conditional Use Permit.
X		B. There shall be no live entertainment, dancing, coin-operated amusement devices (i.e., video games, etc.), pool tables, or similar devices or activities on the premises at any time.
		C. The subject property shall not contain a bar, or the establishment of any area for the consumption of alcoholic beverages.
		D. There shall be no advertisement of alcoholic beverages on the exterior walls or windows of the business. No 'temporary' signs shall be displayed advertising alcoholic beverages. The placement of portable or temporary signs or banners on the property is prohibited.
VIII. BUILDING & SAFETY DIVISION STANDARDS		
X		A. Any construction related permits (i.e., Demolition, Grading, Building, Electrical, Plumbing, Mechanical, etc.), if needed, will not be issued in connection with any project until such time as all plan check fees, school fees, and all other applicable fees are paid in full.
X		B. The hours of construction shall be limited from 7:00 a.m. to 7:00 p.m. Monday - Friday and 9:00 a.m. to 5:00 p.m. Saturday. No construction shall be permitted on Sunday and City Observed Holidays. All stationary construction noise sources shall be sheltered or enclosed to minimize adverse effects on nearby residential uses. Generators and pneumatic compressors shall be noise protected in a manner that will minimize noise on adjacent residences.
X		C. All roof top appurtenances and equipment shall be adequately screened from view to the satisfaction of the Community Development Department.
X		D. Prior to issuance of an occupancy permit, all restrooms, and other water consuming uses shall be provided with water conservation fixtures such as low-flush toilets and low-flow faucets. The water heater and lines shall be insulated.
X		E. No new utility meters, service points, or mechanical equipment, trash cans, or other exterior mechanical equipment shall be placed in view of the public right-of-way.
X		F. Design, engineering, and construction of any building shall be in conformance with the Uniform Building Code and the Building Codes of the City of Hawaiian Gardens.

REQUIRED	DONE		
X		G.	The Applicant/Permittee shall pay all fees and charges in place related to report review and implementation, plan checking, and any field inspections.
X		H.	If, during the construction of this project, ANY driveway, driveway apron, sidewalk, or the half-street in front of the subject property is damaged, then the applicant shall replace/repair to the satisfaction of the City Engineer.
			IX. ENGINEERING DIVISION STANDARDS
X		A.	The property shall be graded to drain to the street or approved easement, but in no case shall such drainage be allowed to sheet flow across the public sidewalk. A grading and/or drainage plan shall be submitted to and approved by the Building Official/City Engineer, and such grading and drainage shall take place in accordance with such approved plan.
X		C.	The Applicant/Permittee shall dedicate street easements, storm drain easements, public utility easements, sewer easements, bikeway easement or other identified easement to the satisfaction of the City Engineer. The Applicant/Permittee shall hire a Civil Engineer or Land Surveyor to prepare the legal description for the easement to be dedicated and shall the use the forms provided by the City.
X		C	Water service facilities, including appropriate backflow prevention devices, shall be installed to the satisfaction of the City Engineer.
X		D	Sanitary sewer facilities shall be installed to the satisfaction of the City Engineer.
X		E	The Applicant/Permittee shall provide the City with a Backflow Device Test Form, filled out by the licensed tester before any final permits are released.
		F	Prior to permit issuance the Applicant/Permittee shall submit for City approval a lot tie agreement to be rescored with the County of Los Angeles, to hold the properties as one.
X		G	Grading and drainage plans must be approved to provide for contributory drainage from adjoining properties as approved by the City Engineer, including dedication of the necessary easements. A grading and drainage plan must be provided for this property to have an independent drainage system to the public street, to a public drainage facility, or by means of an approved drainage easement. Historical or existing storm water flow from adjacent lots must be received and directed by gravity to the street, a public drainage facility, or an approved drainage easement.
X		H	A new drive approaches on Hawaiian Avenue shall be constructed. Drive approaches shall be at least 24' wide. Existing, but unused drive approaches on Hawaiian Avenue shall be closed with full curb, gutter and sidewalk. All curb, gutter and sidewalk along Hawaiian Avenue shall be demolished and reconstructed to the satisfaction of the City Engineer. Stamped decorative concrete shall be used. Color to be selected by Community Development Director.
X		I	The Applicant/Permittee shall resurface the half street or more in front of the project after all utility cuts have been made and the back-fill compaction reports have been submitted and approved by the City of Hawaiian Gardens. If one or more utility trenches extend past the centerline of the street, the resurfacing shall be extended to cover this excavation beyond centerline.
X		J	The Applicant/Permittee shall comply with the National Pollutant Discharge Elimination System (NPDES), the requirements of the Regional Water Quality Control Board, and the City of Hawaiian Gardens.
X		K	The Applicant/Permittee shall pay all fees and charges in place related to report review and implementation, plan checking, and any field inspections.

REQUIRED	DONE		
X		L	The Applicant/Permittee shall provide a drainage plan for review and approval by the City Engineer. The plan must provide for the elimination of any sheet flows or ponding, provide for contributory drainage from adjacent properties, and provide for proper distribution of drainage. Any changes that occur between the time of the approval of the final map and issuance of a building permit must be incorporated into the drainage plan.
X		M	Drainage across public right-of-way is prohibited. Drainage devices in public right-of-way shall be approved by City Engineer.
X		N	The plans shall be checked and stamped for approval by the city engineering Division before building permits are issued. Project must comply with all Public Works requirements. All Public Works notes and corrections must be printed on the plan, and all requirements must be completed per the approved plans prior to the issuance of a building final.
X		O	Specific decorative concrete and other improvements within the public right-of-way shall be required and subject to approval of the City engineer.
X. UTILITIES, GRADING AND CONSTRUCTION STANDARDS			
X		A.	Exterior lighting fixtures shall be installed to provide ample security and safety lighting. Lighting shall be installed prior to the issuance of an occupancy permit. All lighting fixtures shall be controlled by a timer or clock and adjusted as needed as the seasons change.
X		B.	Easements for the following underground utilities shall be provided: Water <u>X</u> : Sewer <u>X</u> : Storm Drain <u>X</u> : Others, as specified Cable <u>X</u> : Electric <u>X</u> .
X		C.	All utilities shall be placed underground including facilities and wires for the supply and distribution of electrical energy, telephone, cable, etc. Antennas and satellite dishes shall be screened to the satisfaction of the Community Development Director.
X		D.	Applicant/Permittee shall provide for installation of cable television conduits and facilities to the satisfaction of the City Administrator or designee.
X		E.	No finals will be given until all as-built site improvement plans have been submitted to the Public Works Division.
X		F.	All un-necessary utility poles shall be removed from the property, to the satisfaction of the Community Development Director.
X		G.	Prior to the issuance of a building permit, the applicant shall submit a utility plan outlining the existing public utilities in the project area and identifying areas that are substandard to support the development of the project. Areas of concern include, but are not limited to street lighting, fire service (hydrants, mains), and sewage disposal. The utility plan shall be submitted for review and approval by the City Engineer. The plan must provide for the elimination of any substandard utilities that may serve the site. All utilities shall be placed underground. The cost of any required utility upgrades shall be the responsibility of the applicant.
		H.	During construction, the Applicant/Permittee will remove the existing asphalt and repave the entire parking to the satisfaction of the Community Development Department. Thereafter the property will be slurry sealed and re-stripped every four (4) years, or as needed.
X		I.	The cost of off-site improvements required as a result of the subject proposal shall be the responsibility of the applicant and/or permittee.

REQUIRED	DONE		
X		J.	A Traffic Management and Construction Plan shall be submitted in conjunction with any construction and other building plans, to be approved by the Sheriff's and Public Works Departments prior to issuance of building permits. The plans shall provide for the management of all construction related traffic during all phases of construction, including but not limited to delivery of materials and parking of construction related equipment.
X		K.	During the demolition and construction phases of development, a daily clean-up program for all areas affected by the project shall occur, including the pickup of all debris (utilizing an approved trash dumpster or other trash control method) at day's end and the sweeping and continued watering down of the site to assist in mitigating the movement of dirt and dust upon adjoining properties.
			XI. FIRE DEPARTMENT STANDARDS
X		A.	Applicant/Permittee and property owner(s) shall obtain Fire Department inspection and approval prior to the issuance of an occupancy permit or business license. Any conditions imposed by the Fire Department shall become a requirement of this entitlement.
X		B.	Occupancy shall not exceed those limits established by the Building and Safety Division and/or Fire Department.
X		C.	A set of construction drawings approved by the Building and Safety Division must be on file with the Fire Department prior to issuance of any building permits.
X		D.	The required on-site minimum fire flow shall be installed and made available to the satisfaction of the Fire Chief and City Engineer prior to storage or construction involving combustible materials.
X		E.	Fire sprinkler system hook-ups and post indicator/OS & Y valves must be approved by the Fire Department.
X		F.	Fire lanes shall be provided and serviceable. Fire lanes shall be constructed to support the imposed loads of fire apparatus, with all-weather driving surfaces. No motor vehicles shall be parked in the property's driveways or drive aisles or otherwise block access by emergency vehicles.
X		G.	A uniform access system (i.e., Knox box) shall be provided to permit access to the subject property by safety personnel (i.e., Los Angeles County Fire Department, Los Angeles County Sheriff's Department, etc.). Location and type of system shall be coordinated through these agencies.
X		H.	The fire flows should be performed, and upgrades identified on the map prior to map recordation.
			XII. PUBLIC SAFETY STANDARDS
		A.	The Applicant/Permittee shall maintain an unobstructed view through the front windows of the business. No window tinting shall be applied to the windows.
X		B.	The Applicant/Permittee and Property Owner(s) shall maintain adequate lighting for the adjacent parking lot. All parking lot lighting shall be directed toward the parking lot pavement and not at adjacent properties or uses.
		C.	The front door shall remain open, unlocked and unobstructed during business hours.
X		D.	For the safety of the customers and others at the proposed development, the Applicant/Permittee shall establish a camera/video surveillance system acceptable and accessible by the Community Development Department and the Los Angeles County Sheriff's Department. The surveillance system shall be installed prior to the issuance of a business license.

REQUIRED	DONE	
X		E. The Applicant/Permittee shall provide sufficient security measures to effectively regulate interior and exterior loitering or lingering, parking lot congestion, disturbing noise and light, loud conversations and criminal activities.
X		F. A security system may be installed as long as it does not create any impact to the surrounding properties. Any alarm system that is audible shall be prohibited.
		XIII. ENVIRONMENTAL STANDARDS
X		A. All environmental mitigation measures adopted in connection with the following applications shall be incorporated into the design and operation of the property:
X		B The project shall comply with SCAQMD regulations relating to fugitive dust control, building construction, and mechanical equipment.
X		C. Prior to issuance of an occupancy permit, the Community Development Director shall issue a certification of compliance with the approved monitoring program.
X		D. All new businesses must contact the Southern California Air Quality Management District (SCAQMD) and/or Los Angeles County Fire Department (Hazardous Materials) for information relative to their business. Verification of permits or a letter of exemption must be submitted to the Community Development Department prior to occupancy or issuance of a business license.
		E. Permittee and all property tenants shall be required to establish a waste reduction and recycling plan to help reduce the municipal waste stream. The plan shall be submitted to the Community Development Department for review and approval prior to occupancy of any suite in the building. A progress report shall be submitted on a quarterly basis. The plan shall include reduction of both hazardous and non-hazardous materials.
X		F. This project could generate a sufficient amount of demolition and construction waste. In order to comply with the California Integrated Waste management Act (AB 939), the Permittee and/or property owner (s) shall develop and implement a Job Site Recycling and Waste Reduction Plan, to ensure that solid waste generated are reduced, recycled and reused. Prior to the issuance of a construction related permit (i.e., Demolition, Grading, Building, Electrical, Plumbing, Mechanical, etc.), the Permittee and/or property owner(s) shall comply with the requirements of Chapter 6.14 (Construction and Demolition Recycling) of HGMC, as it relates to construction materials reduction, recycling and recycled.
X		G. Should unknown cultural resources be found during excavation activities at the site, all ground disturbance activities shall be halted and a mitigation plan shall be developed in accordance with Section 21083.2 of CEQA and Section 15064.5 of the CEQA Guidelines. Mitigation shall include photographing, recordation, collection, archival of collected materials, capping of the site, or other appropriate measures.
X		H. If human remains are encountered during excavation activities at the site, all work shall halt, and the County Coroner shall be notified (Section 5097.98 of the Public Resources Code). The Coroner will determine whether the remains are of forensic interest. If the Coroner determines that the remains are prehistoric, he/she will contact the Native American Heritage Commission (NAHC). The NAHC will be responsible for designating the most likely descendent (MLD), who will be responsible for the ultimate disposition of the remains, as required by Section 7050.5 of the California Health and Safety Code. The MLD will make his/her recommendation within 24 hours of their notification by the NAHC. This recommendation may include scientific removal or non-destructive analysis of the human remains and any items associated with Native American burials (Section 70580.5 of the Health and Safety Code).

REQUIRED	DONE		
X		I.	The project shall be constructed in accordance with the California Building Code, the City's building standards, and other pertinent building regulations.
X		J.	Hazardous materials use, storage, and disposal during demolition and construction activities for the project shall comply with applicable federal, state, and local regulations.
X		K.	Any work within the public right-of-way shall be conducted in accordance with Standard Specifications for Public Works Construction (Greenbook) and City regulations.
X		L.	Demolition and construction activities shall be conducted during the City's Construction time limits (7Am to 7PM on weekdays and 9AM to 5PM on Saturdays), with no construction on Sundays and holidays.
X		M.	In accordance with the National Pollutant Discharge Elimination System (NPDES) program, best management practices (BMPs) shall be implemented during demolition and construction activities to reduce pollutants in the storm water and prevent violation of water quality standards or waste discharge requirements. A Storm water Pollution Plan (SWPP) shall be prepared for the project and the project shall implement construction BMPs, such as erosion and sediment control measures, wind erosion control and tracking control measures, waste management and non-storm water management measures.

Failure to conform to approved conditions or an adopted monitoring program may result in any of the following actions as otherwise provided by law: stop order; code enforcement proceedings, with fines upon conviction as provided by law; revocation of conditional use permit or variance approval as provided by law; and other actions as provided in the Hawaiian Gardens Municipal Code, applicable state and federal statutes. For more information, contact the Community Development Department at (562) 420-2641.



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

Agenda Item No.: B-2

City Manager: [Signature]

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Joseph Colombo, Community Development Director
BY: Dennis Tarango, Building Official
SUBJECT: COMMUNITY DEVELOPMENT DEPARTMENT – BUILDING AND SAFETY DIVISION – MONTHLY REPORT – APRIL 2020

SUMMARY

The City of Hawaiian Gardens Community Development Department, Building and Safety Division, has prepared its April 2020, monthly status reports on activities carried out within the City of Hawaiian Gardens. This report includes all of the permits issued in the City with the associated fees and evaluations for the reporting period.

DISCUSSION

None

FISCAL IMPACT

None

RECOMMENDATION

Receive and file the report

ATTACHMENTS

Community Development Department, Building and Safety Division, April 2020 Monthly Report

CITY OF HAWAIIAN GARDENS
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING AND SAFETY DIVISION
MONTHLY REPORT
APRIL 2020

2019	Permits Issued	Construction Valuation	Total Fees	Plans Reviewed	Inspections Provided
January	9	\$154,700	\$5,133	8	49
February	19	\$195,764	\$8,131	3	57
March	25	\$80,434	\$5,357	10	47
April	14	\$55,406	\$2,985	11	51
May	24	\$292,490	\$11,519	9	42
June	11	\$2,188,700	\$47,664	6	32
July	13	\$83,500	\$3,004	6	82
August	17	\$158,150	\$5,228	13	53
September	22	\$602,241	\$38,672	15	38
October	15	\$66,850	\$2,459	10	49
November	8	\$42,445	\$1,834	6	27
December	14	\$557,152	\$27,650	19	15
2019 YEAR TO DATE	191	\$4,477,832	\$159,636	116	542
2018 YEAR TO DATE	245	\$2,710,067	\$152,690	133	933
% CHANGE	-28%	39%	4%	-15%	-72%
2020	Permits Issued	Construction Valuation	Total Fees	Plans Reviewed	Inspections Provided
January	26	\$9,984,760	\$519,545	8	35
February	41	\$3,027,500	\$87,072	4	44
March	8	\$84,500	\$6,246	7	33
April	5	\$51,200	\$2,036	1	22
May					
June					
July					
August					
September					
October					
November					
December					
2020 YEAR TO DATE	80	\$13,147,960	\$614,899	20	134
2019 YEAR TO DATE	154	\$3,811,385	\$127,693	81	451
% CHANGE	-92.50%	71%	79%	-305%	-237%

Approved by: _____

Building Official

5/19/2020
1:17:13PM

City of Hawaiian Gardens
PERMITS ISSUED
For the Period 4/1/2020 thru 4/30/2020

Permit No./Issued	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Total Fees	Paid
BLDG2020-0054 4/8/2020	BUILDING ALTERATION ISSUED	12238 224TH ST 7076034008 Permit Name: CONVERT 551 SF GARAGE INTO NEW ADU	MAXIMUM PROPERTIES	35,000.00	1,389.69	1,389.69
BLDG2020-0057 4/22/2020	BUILDING FINALED	12100 216TH ST 7065016034 Permit Name: TEAR OFF AND REROOF	MARTINEZ,ROSALINDA	9,200.00	320.84	320.84
BLDG2020-0058 4/22/2020	BUILDING FINALED	12102 216TH ST 7065016034 Permit Name: TEAR OFF AND REROOF	MARTINEZ,ROSALINDA	0.00	0.00	0.00
BLDG2020-0059 4/29/2020	BUILDING ISSUED	12235 221ST ST 7076038005 Permit Name: TEAR OFF AND REROOF FOR HOUSE	ROA,EDMOND JR TR	6,000.00	232.44	232.44
ELEC2020-0005 4/1/2020	ELECTRICAL TEMP POWER POLE FINALED	12508 CARSON ST 7076006006 Permit Name: TEMPORARY POWER POLE	JSF CARSON ST EX, LLC UNITED SITE SERVICES,INC.	1,000.00	93.47	93.47
5 Permits Issued from 4/1/2020 Thru 4/30/2020				Total Valuation:	\$51,200.00	
				Total Fees:	\$2,036.44	
				Total Fees Paid:	\$2,036.44	

Permit Routing Report By Date Sent (then by permit)
For the Period 4/1/2020 thru 4/30/2020

Permit #	Appl. Date	Aging	Address	Owner Name	Plan Review Detail					
					Contact	Review Type	Status	Date Sent	Date Due	Completed
PLCK2020-06	04/15/20	35	12508 CARSON ST	CURT,LARRY L CO TR	TRANS TECH	BUILDING		04/15/20	04/25/20	
	PLAN CHECK		NEW STORAGE FACILITY - DEFERRED SUBMITTAL FOR STEEL STAIRCAS							

City of Hawaiian Gardens
Inspection Totals Completed by Insp Type
For the Period 4/1/2020 thru 4/30/2020

AIR CONDITIONING EQU	1
CEILING INSULATION	1
DRYWAIL NAILING	3
DUCTS	1
ELECTRIC RELEASE	1
ELECTRICAL FINAL	1
FIELD INSPECTION	1
FINAL	1
GROUT LIFT 1	1
GROUT LIFT 2	1
HOOD ROUGH	1
MECHANICAL OTHER	2
ROOF SHEATHING	2
ROUGH FRAMING	1
ROUGH GAS TEST	1
STEEL REBAR	1
T-BAR CEILING	1
TEMP POWER POLE	1

TOTAL INSPECTIONS COMPLETED: 22



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

Agenda Item No.: B-3

City Manager: 

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Joseph Colombo, Director of Community Development
BY: Jamie Donaldson, Community Development Specialist
SUBJECT: CODE ENFORCEMENT REPORT FOR THE MONTH OF APRIL 2020

DISCUSSION

The Code Enforcement Division, as part of the Community Development Department, is responsible for enhancing the quality of life for the citizens of the City by providing effective public service in the enforcement of Building, Business License, Public Nuisance, and Zoning Ordinances. Code Compliance Officers are responsible for enforcing codes which address public health and safety issues, including regulations related to rubbish, garbage, attractive nuisance, removal of overgrown vegetation, dangerous buildings, and housing and inoperative vehicles on private property. Enforcement actions are taken both proactively and in response to requests for action received from citizens.

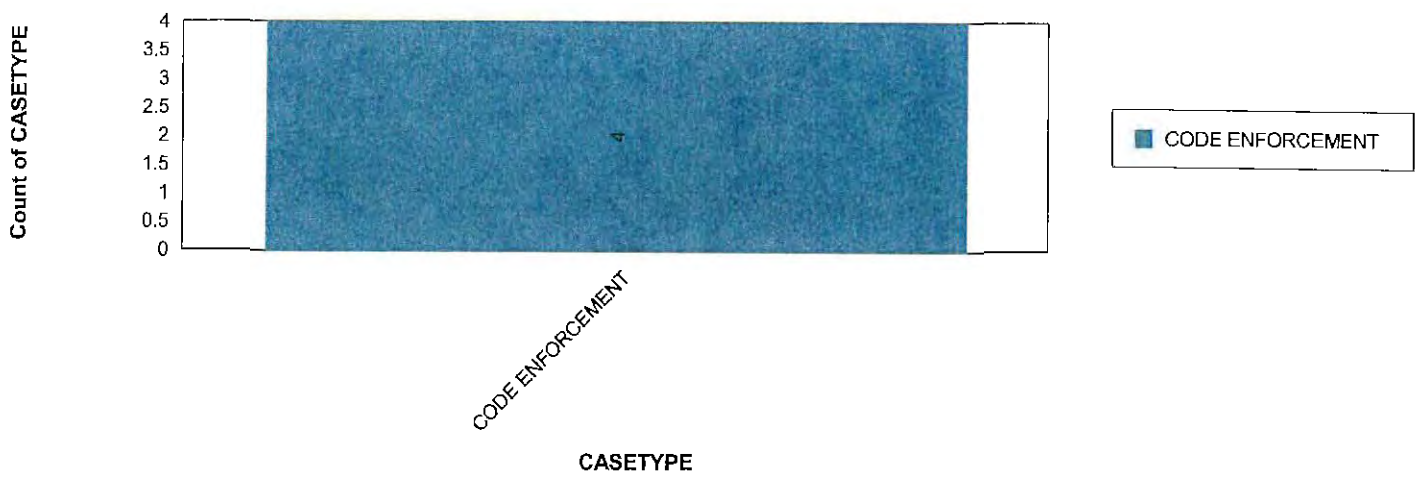
The attached chart is a summary of code cases opened during the month of April 2020, with the attached list containing further details of the same cases.

RECOMMENDATION

Staff recommends that the City Council of the City of Hawaiian Gardens receive and file the Code Enforcement monthly status report for the month of April 2020 as presented.

ATTACHMENT(S)

Chart of Code Cases by Type, April 2020
List of Code Cases with Details, April 2020



5/18/2020

**CASES Opened by Type & Subtype
For the Period 4/1/2020 thru 4/30/2020**

Page 1

TYPE	SUBTYPE	
CODE ENFORCEMENT		
	BUILDING W/O PERMIT	1
	FAULTY WEATHER	1
	WEEDS AND DEBRIS	2
Grand Total:		4

City of Hawaiian Gardens
CODE ENFORCEMENT CASES OPENED (BY OFFICER)
For the Period 4/1/2020 thru 4/30/2020

Case No	Opened Closed	Type SubType	Site Address Parcel Number	Status/Officer
CE2020-056	4/16/2020	CODE ENFORCEMENT BUILDING W/O PERMIT	11833 223RD ST 7069003030	OPEN CASE OTHER
<i>Case Name:</i> UNDER CONSTRUCTION NO PERMIT				
CE2020-057	4/16/2020 4/28/2020	CODE ENFORCEMENT WEEDS AND DEBRIS	22021 NORWALK BLVD 7068015053	CLOSED CASE OTHER
<i>Case Name:</i> OVERGROWN VEGETATION				
CE2020-058	4/16/2020	CODE ENFORCEMENT FAULTY WEATHER	21809 VERNE AVE 7076001025	OPEN CASE OTHER
<i>Case Name:</i> GARAGE ROOFS LEAKING				
CE2020-059	4/22/2020 5/15/2020	CODE ENFORCEMENT WEEDS AND DEBRIS	21601 NORWALK BLVD 7065016018	CLOSED CASE OTHER
<i>Case Name:</i> OVERGROWN VEGETATION				
<hr/>				
4 Cases Opened from 4/1/2020 Thru 4/30/2020				



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

Agenda Item No.:

211
B-4 P. 193

City Manager:

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Joseph Colombo, Community Development Director
Neema Ghanbari, Assistant Engineer

**SUBJECT: COMMUNITY DEVELOPMENT DEPARTMENT – ENGINEERING
DIVISION – MONTHLY REPORT – APRIL 2020**

SUMMARY

The City of Hawaiian Gardens Community Development Department, Engineering Division, has prepared its April 2020, monthly status report on Capital Improvements currently being carried out within the City of Hawaiian Gardens. This report deals with different types of projects that have been currently budgeted and monitored by Community Development Department.

FISCAL IMPACT

None

RECOMMENDATION

Receive and file the report

ATTACHMENT(S)

April 2020 Monthly Report



"Our Youth, Our Future"

City of Hawaiian Gardens – Community Development Department

Project Status Report

APRIL 2020

- 1. Identifying the street improvement projects for FY 2020-2021 and adopting list of projects pursuant to SB1**

Last Action: The City of Hawaiian Gardens is projected to receive \$253,086.00 in SB-1 funds in Fiscal Year 2020-2021 that can be used for the Street Improvement Project – FY 2020- 2021. In accordance with the 2021 Local Streets and Roads Funding Program Guidelines, Staff must provide a Resolution for adopting Fiscal Year 2020-2021 list of projects. The adopted Resolution will be submitted to the CTC for processing and acceptance. In order to prepare the list of streets for FY 2020-2021, pavement Management System (PMS) was reviewed. Staff will check and update the list based on the budget and existing condition of the streets.

Next Action: Staff will prepare a Report and Resolution according to the latest SB1 guidelines for May 26th City Council meeting.
- 2. Highway Safety Improvement Program (HSIP) Cycle 8– Various Signalized Intersections Improvements along Norwalk Boulevard and Carson Street**

Last Action: On July 6, 2019 revised RFS and project schedule were submitted for City's review. On June 25, 2019 Kick-off meeting with IE design team was held and following items were discussed: project schedule, PS&E Submittals, As built plans, Federal ID. On August 19, 2019, 65% plans were submitted to the City for review. On September 16, 2019 Comments were submitted to IE to develop and submit 90% plans. Prior to July 2018, Willdan Engineering was responsible for meeting the project milestones. Willdan prepared an RFP for the design services with limited communication with Caltrans to move the project along. Willdan did not receive approval from Caltrans to issue the RFP. The project utilized grant funds to complete the design/construction documents under Preliminary Engineering (PE). None of the project milestones were met. Caltrans allows a one-time extension thereby not losing the construction funds for both HSIP projects. The extension request was presented to Caltrans on September 24, 2019. In order to keep moving the projects moving forward, a new project funding plan utilizing City funds to pay for the environmental and construction document preparation is required. \$40,474.00 from 25% Prop C Funds are available for synchronization of the intersection with Carson Street. In December 2019, Preliminary Environmental Study (PES) form was submitted to Caltrans.

Next Action: On March 31, 2020 field review forms were submitted to Caltrans for review and approval. Per City's request and due to Covid-19 issues design phase of the project is on hold until further notice.

3. **Prop C 25% Discretionary Funds**

Last Action: Metro was accepted proposed signal synchronizing project eligible for prop C 25%. The City submitted scope of work, project schedule and budget to Metro for approval. On July 23, 2019 staff report was prepared for City Council meeting for requesting City Council authorizing preparation of the funding application by IE and designating the funding to be used for traffic signal synchronization on Carson Street. Adopted Resolution was submitted to Metro.

Next Steps: \$40,474.00 from 25% Prop C Funds are available for synchronization of the intersection along Carson Street. Staff to add the Funds for HSIP project scope for synchronization of the intersection with Carson Street.

4. **FY 2018-19 Asphalt Overlay Project – Design/Construction Management**

Last Action: On March 29, 2019, 80% plans and specifications (PS&E) were submitted to the City. Staff visited project site, reviewed the plans and specifications and prepared comments. On June 21, 2019 Plans, Specifications and Estimate (PS&E) were submitted to IE for revision. On July 2019, 100% PS&E were submitted to the City for review and approval. Section 3 requirements added to the project and complete package was submitted to LACDA office for review and approval. On August 30, 2019 LCDA informed the City that PS&E is acceptable by LACDA office. On September 16, 2019 pre-bid meeting and on September 25, 2019 bid opening were held at the City Hall. Staff has reviewed the bids and prepared a bid analysis spreadsheet for the project. On October 3, 2019 section 3 bid evaluation memo was submitted to LACDA office for review and approval. On October 22, 2019 City Council meeting, construction contract was awarded to the lowest responsible bidder which was Sequel contractors. Three sets of signed contract, Performance and Material Bond, Certificate of Liability Insurance were submitted to the City. On November 12, 2019 Notice to Proceed was submitted to the Sequel Contractors. On November 18, 2019 construction phase started and was anticipated to be completed by February 2020. On February 2, 2020 staff had a meeting with LACDA for reviewing the project files and approving the project. Construction was completed in February 2020. On April 14, 2020 Notice of Completion report was presented for the City Council meeting and project was accepted by the City Council.

Next Steps: On April 15, 2020 the notice of completion was filed by the City Clerk's office and retention will be paid to the Sequel contractors 35 days after the City Council acceptance.

5. **Renew annual Landscaping and Lighting Assessment District (FY 2020-2021)**

Last Action: Willdan's proposal for renewing Landscaping and Lighting Assessment District for FY 2020-2021 and Certificate of Liability Insurance were received. Kick-off meeting was held on Tuesday, March 24, 2020. Finance Department must provide the information regarding the FY 2020-21 CIP projects list and budget allocation for Willdan. On April 30, 2020 the signed agreement was submitted to Willdan. On April 28, 2020 Preliminary Engineer's Report for Consolidated Landscaping and Lighting Assessment District was submitted to the City for review. On May 12, 2020 Preliminary Engineer's Report was reviewed and comments were submitted to Willdan.

Next Step: In accordance with the Landscaping and Lighting Act of 1972, an annual engineer's report and resolution has been prepared for May 26th City Council meeting. Upon approval, the City Council needs to declare their intention to levy the assessments as specified in the engineer's report and set a public hearing for the regular City Council meeting of June 11, 2020.

6. **Design of Norwalk Boulevard Utility Undergrounding**

Last Action: On January 25, 2019 staff had a meeting with SCE and Mayor Maravilla to discuss about the projects. On September 30, 2019 memo was prepared for CDD Director to address project costs and change the scope of

work to complete the undergrounding on Civic Center from Pioneer to Norwalk. On May 17, 2019 construction of Norwalk Blvd undergrounding was prepared and submitted to the City. On July 24, 2019 staff had a meeting with SCE to discuss about the costs and process of the work. On September 10, 2019 the City Council was approved and authorized staff to set the public hearing for utility undergrounding district. Public hearing was prepared for stablishing boundaries and forming the underground utility district. On October 1, 2019 Public hearing was installed on two poles on Norwalk Boulevard.

Next Steps: On February 10, 2020 Resolution No.097-2019 and Rule 20A Letter for Norwalk Boulevard Undergrounding Project were submitted to SCE. Edison will begin the engineering design by coordinating for easements, permits, joint-trench utility participation and the communication utilities who's wires are also overhead on the poles and will report back with design and construction schedule to the City. On April 16, 2020 As-built plans for Norwalk Boulevard were submitted to K&B engineering.

7. **Street Light Conversion (LED) Program**

Last Action: The City of Hawaiian Gardens has replaced the intersection safety lights over all its traffic signals to the energy efficient Light Emitting Diode (LED) lights from HPSV (High Pressure Sodium Vapor) lights. These lights are owned and maintained by the City of Hawaiian Gardens. The city's streetlights are owned and maintained by SCE as LS-1 streetlights. The City pays a fixed energy charge per light from dusk to dawn based on the wattage of the light. There are 705 Edison owned streetlights of different wattage in the city. Copy of agreement between City of Hawaiian Gardens and SCE was reviewed and attached to the staff report that was prepared for the City Council meeting.

On January 14, 2020 the City Council reviewed and approved SCE Company agreement for replacing the existing HPSV (High Pressure Sodium Vapor) streetlights with the energy efficient Light Emitting Diode (LED) lights.

Next Action: Kick off meeting with SCE was held on May 12, 2020. Staff will coordinate with Public Works to start the project in two weeks.

8. **FY 2019-2020 Street Improvements Project – Design**

Last Action: On December 2, 2019 design RFS was submitted to the City for review and approval. On January 14, 2020 staff report was approved by the City Council to confirm the selected locations for the Various Street Improvements Project for FY 2019-2020 and authorized the Community Development Director to solicit a professional engineering services for design. On January 27, 2020 RFS for design was signed and submitted to IE design team. On February 12, 2020 staff had a kick-off meeting with IE design team to review the schedule and start the design phase of the project.

Next Action: On May 4, 2020, 80% PS&E were submitted to the City for review. Based on the final budget and condition of the City, staff will provide the final streets list and PS&E comments to design team by the end of May 2020.

9. **Traffic Calming Study Along Claretta Avenue and 213th Street near Melbourne Elementary School**

Last Action: The estimated cost to conduct a traffic study on Claretta Avenue from 211th Street to 214th Street and 213th Street from 800 feet west of Claretta Avenue to intersection of Claretta Avenue was estimated to be \$6500. On November 19, 2019, a budget amendment was approved by the City Council for various calming measures for the "Various Residential Street Improvement Project FY 2019-20" by allocating an additional \$60,000 budget as part of the overall Street Improvement Project. On February 11, 2020 Traffic Study was submitted to the City and staff report was represented for March 10th City Council meeting. On March 10, 2020 Measure 2 and 3, which

were recommended by staff to install a Rectangular Rapid Flashing Beacon (RRFB) assembly with the pedestrian crossing sign at the uncontrolled crosswalk at Claretta Avenue and 213th Street and install a 6" white longitudinal line along the pavement for the on-street parking and restripe all existing striping were approved by the City Council.

Next Action: As was reported to the City Council, staff will add the scope for FY 2019-20 Street Improvements Project.

10. **Installation of Surveillance (Camera) at City Intersections**

Last Action: In November 2018, the City Council authorized the Community Development Director to solicit competitive bids for the surveillance camera system. On June 27, 2019 staff received two bid proposals for the project. On August 13, 2019 the construction contract was awarded to the lowest responsive bidder, Convergent Technologies in the amount of \$213,476.60. In October 2019, the first phase of installation of surveillance cameras was started at the City's Public Safety Facility. Fedde Sports Complex was followed up as the second phase of the City Wide Surveillance system. Project was completed in February 2020.

Next Steps: Due to Traffic Signal re-wiring problems on the intersection of Carson Street and Bloomfield Avenue Convergent was not able to install the surveillance camera system at the intersection. **Staff will coordinate with IE design team to add the scope (re-wire the Traffic Signal at the intersection of Bloomfield Avenue and Carson Street) for the FY 2019-2020 Street Improvements Project.**

11. **215th Street Conversion from Private Street to Public Right-of-Way**

Last Action: On September 25, 2019 letter and instruction for speaking with each property owner at 215th street was prepared for Jamie Donaldson from CDD Department. On October 17, 2019 CDD staff went to meet with Four (4) residents on 215th Street to explain and discuss about dedication of 215th Street with following options:

- i. Option 1: Street repairs paid by property owners
- ii. Option 2: Conversion from private to public right-of-way
- iii. Option 3: Remove roadblock for Lakewood access

On November 4, 2019 certified letters were mailed to Four (4) residents on 215th Street. Three (3) letters out of Four (4) were returned to the city undelivered and only one certificate of receipt was returned. On January 4, 2020 staff left another letter with self-addressed stamped envelope on their doors and was requested to submit the response by January 9, 2020. One (1) letter out of Four (4) were returned to the city and the owner would like to keep the street as a dead end/private and split the cost of repairs between property owners.

Next Action: On March 9, 2020, an email from City Engineer was sent to the City attorney for following up on the easement proposal for maintenance purposes.

12. **Civic Center Drive Parking**

Last Action: Determine curb to curb widths of Civic Center. Confirm if the use of Bike "Sharrows" is considered a class 2 bike lane as Civic Center is currently designated and striped.

On March 11, 2019 a memo was prepared to address the issues with removing the Class II Bike Lane prior to establishing parking on Civic Center. Discussed the matter with the assistant City Attorney and he concurred that converting Class II bike lane to Sharrows to provide on street parking on Civic Center Drive will require General Plan amendment. Direction was provided by CIP Committee to prepare a cost estimate for restriping the Street to create a parking lane and Sharrows.

Next Steps: IE to prepare a cost estimate and striping plan proposal for the Civic Center Drive. by Doug and submitted to Joe at the Staff meeting for City's review and direction on 6/24/19.

Due Date: TBD

13. **Active Transportation Program (ATP) Grant- Cycle 5**

Last Action: The California Transportation Commission (CTC) announced the ATP Cycle 5 Call for Projects on March 25, 2020. The purpose of the program is to encourage increased use of active modes of transportation, such as biking and walking. The funding program awards projects that address following items:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility for nonmotorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals.
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to, projects eligible for Safe Routes to School Program funding.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Next Action: IE will prepare a scope of work for CDD director review and approval. The proposed project will require general plan amendment and update of City-wide bike mater plan.

Deadline: In light of the recent developments related to COVID-19, the California Transportation Commission (CTC) has postponed the due date from June 15, 2020 to July 15, 2020 for quick-build projects and September 15, 2020 for all other project types.

14. **Prop 68- Urban Flood Protection Grant Program**

Last Action: Staff were in contact with Natural Resources Agency to get more information regarding the Urban Flood Protection Grant Program. The funding program awards projects that address flooding in urbanized areas, such as:

- Storm water capture and reuse,
- Planning and implementation of low-impact development
- Restoration of urban streams and watersheds
- Increasing permeable surfaces to help reduce flooding
- ❖ Minimum award: \$200,000
- ❖ Maximum award: \$6 million

Next Action: In May 2020, the City manager signed an agreement with IE to update and revise the Prop 68- Urban Flood Protection Grant application according to the Urban Flood Protection Program guidelines.

Deadline: In light of recent developments related to COVID-19, the California Natural Resources Agency, Bonds and Grants Unit has postponed the Urban Flood Protection Program deadline under further notice.

15. **Prop 68- Urban Greening Grant Program**

Last Action: Urban Greening Grant Program application was released in March 2020. Approximately \$28.5 million is available for urban greening projects and there are no maximum or minimum grant amounts.

In order to quantify greenhouse gas (GHG) emission reductions, projects must include at least one of the following projects activities:

- Sequester and store carbon by planting trees

- Reduce building energy use by strategically planting trees to shade buildings
- Reduce commute vehicle miles traveled by constructing bicycle paths, bicycle lanes or pedestrian facilities that provide safe routes for travel between residences, workplaces, commercial centers, and schools

Next Action: IE will prepare a scope of work for CDD director review and approval.

Deadline: In light of the recent developments related to COVID-19, The California Natural Resources Agency, Bonds and Grants Unit has postponed the solicitation due date and upcoming workshops for the Urban Greening Grant Program.

16. **Installing Tri-zone split Air Conditioner system at the Teen Center**

Last Action: On March 6, 2020 Staff has been requested by CDD Director to request a quote from eligible contractors for installing a Tri-zone new split Air conditioner system at the Teen Center.

Next Steps: Staff had prepared bid analysis report and a memo for CDD Director to select the lowest responsible bidder for the project. Project is on hold due to Covid-19 issues.

17. **Complete Street Grant Application**

Last Action: Work with City of Bell Gardens to obtain grant funding source to prepare a Citywide Complete street program.

Next Steps: The City Engineer will obtain grant source information and development of grant funding application.

18. **COG Grant Funding Opportunities**

Last Action: Follow up with COG staff to obtain other grant funding opportunities for HG.

Next Steps: Follow up with COG staff for other grant funding opportunities. Prepare memo with grant opportunities.

19. **Carson Beautification Project – Phase 2**

Last Action: City Council budgeted \$300,000 for design development. After design concept is approved by CIP Committee, then send out RFP for design. Add project to Five Year CIP. Contact Kekoa Anderson with GCCOG.

Next Steps: Add project to Five Year CIP and determine funding.

Due Date: TBD

20. **Five Year CIP Update (FY 2019/2020 to FY 2024/25)**

Next Steps: Begin to develop project wish list and develop funding forecasts. Make sure to include Urban Trail/Linear Park Grant. No direction is given by the CD Director to proceed with this item.

Due Date: TBD

LIST OF ONGOING ASSIGNMENTS

21. **Public Works Permit Review and Inspection**

Next Steps: Finalize Outstanding Permits that have not been finalized, need to go out for inspection, and Organize Permit Log Book

Due Date: On going

- **Applicant:** SCE
Project scope: Replace connectors on pole #1638237E
Location: 21800 Verne Avenue
Last Action: Permit request was reviewed. On April 14, 2020 permit fee and conditions of approval were submitted to SCE
Next Steps: On April 30, 2020 permit fee was received and permit was issued. SCE should schedule the work.
Permit fee: \$847.00
- **Applicant:** Tait & Associates, Inc.
Project scope: Review sewer study for 11747 Carson Street
Location: 11747 Carson Street
Last Action: The proposed improvements to the site include the demolition of the existing vacant 5,381 square foot building and existing parking lot, and the construction of a proposed 4,088 square foot 7-Eleven store and gasoline pumps with a canopy of approximately 4,316 sf. The total acreage to be developed is 0.92 acres. The existing site is serviced by the existing 8" VCP sewer line in Carson Street. The 8" VCP sewer flows to the east, connecting to the existing 12" VCP sewer line in Pioneer Boulevard. The 12" sewer flows south, through the City of Hawaiian Gardens, to a Los Angeles County Sanitation District main and ultimately to the Joint Water Pollution Control Plant in the City of Carson, or the Long Beach Water Reclamation Plant.
Next Steps: For the proposed project the 4088 sf building would have a daily average flow of 408.8 gallons per day and this would result in a peak flow of 0.002 cfs, which is less than the County Sanitation District estimate.
Report review fee: \$1,602
- **Applicant:** SCE
Project scope: Remove and Replace Streetlight pole
Location: 21915 Norwalk Boulevard
Last Action: On April 16, 2020 plans were submitted for review and calculate the permit fees.
Next Steps: On April 23, 2020 work scope and traffic control plans were approved and total permit fee was calculated/submitted to the applicant.
Permit Fee: \$1,018.00
- **Applicant:** SCE
Project scope: Access Vault to replace the connectors
Location: Carson Street
Last Action: On April 16, 2020 plans were submitted for review and calculate the permit fees.
Next Steps: On April 23, 2020 work scope and traffic control plans were approved and total permit fee was calculated/submitted to the applicant.
Permit Fee: \$847.00
- **Applicant:** Charter Communications
Project scope: Place 2 new pull boxes and fiber cables
Location: 21702 Norwalk Boulevard
Last Action: On April 16, 2020 plans were submitted for review and calculate the permit fees.
Next Steps: On April 28, 2020 comments were submitted to the applicant to revise and resubmit their plans.

Permit Fee: N/A

- **Applicant:** AT&T/ Bechtel
Project scope: Open trench excavation to remove overhead power line and place new conduits, fiber cable and 3 new pull boxes
Location: 222nd Street and Alley
Last Action: On April 20, 2020 plans were submitted for review and calculate the permit fees.
Next Steps: On April 23, 2020 comments regarding the plans and total permit fee were submitted to the applicant. On April 30, 2020 payment was received and permit was issued.
Permit Fee: \$2,086.00

- **Applicant:** Verizon/MCI
Project scope: Place 1627 LF of new conduits, 1 new hand hole and 3 new pull boxes
Location: 226th Street and Claretta Avenue
Last Action: Project introduction meeting was held in January 2020. Plans were reviewed and comments were submitted to MCI.
Next Steps: MCI to revise and re-submit the plans per comments.
Permit Fee: N/A

- **Applicant:** Verizon/MCI
Project scope: Access 12 poles and place 2 new anchors in order to place 1741 LF of strands
Location: Hawaiian Avenue and 221st Street
Last Action: Project introduction meeting was held in January 2020. Plans were reviewed and comments were submitted to MCI. Second submittal was reviewed and approved.
Next Steps: City to provide the permit fee and conditions of approval to MCI
Permit Fee: N/A

- **Applicant:** Johnson Development Association, Inc.
Project scope: Construct 8 inch PVC storm drain lateral, with connection to City's 21 inch RCP pipe in Carson Street per SPPWC Standard Plans
Location: 12508 Carson Street
Last Action: Plans were reviewed and comments were submitted to the applicant to revise the plans. Plans were reviewed and approved by the City Engineer.
Next Steps: On March 31, 2020 Permit fee and conditions of approval were submitted to the applicant.
Permit Fee: \$8,802.00

- **Applicant:** Johnson Development Association, Inc.
Project scope: Improve public right of way- Remove and replace sidewalks and curb and gutters- Slurry seal the affected lane.
Location: 12508 Carson Street
Last Action: Plans were reviewed and approved.
Next Steps: On March 31, 2020 permit fee and conditions of approval were submitted to the applicant.
Permit fee: \$10,268.00

- **Applicant:** SoCalGas
Project scope: Install new gas service
Location: 22408 Elaine Avenue
Last Action: On March 11, 2020 Traffic control and work scope plans were reviewed and permit fee was submitted.
Next Steps: On March 26, 2020 permit was issued.
Permit fee: \$801.00


- **Applicant:** SoCalGas
Project scope: Install new gas service
Location: 22417 Elaine Avenue
Last Action: On March 11, 2020 Traffic control and work scope plans were reviewed and permit fee was submitted.
Next Steps: On March 26, 2020 permit was issued.
Permit fee: \$801.00



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

Agenda Item No.: B-5

City Manager: 

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Joseph Colombo, Community Development Director
Neema Ghanbari, Assistant Engineer 
SUBJECT: ENGINEERING DIVISION PUBLIC WORKS PERMITS REPORT FOR THE MONTH OF APRIL 2020

DISCUSSION

The Engineering Division as part of the Community Development Department is responsible for the implementation of the policies and objectives of the community as set forth in the City of Hawaiian Gardens General Plan, Municipal Code, and oversees the project management of the construction of the City's capital improvements, infrastructure, and public facilities.

The Engineering Division reviews applications and issues construction and encroachment permits for any work that is done in the public right-of-way, such as the streets and alleys, and if the public right-of-ways are used for equipment parking/staging and to conduct any construction, repair, or maintenance of any property or utilities within or adjacent. Work on or use of the public right-of-ways may include for example: underground and above-ground utilities repair/replacement by utility companies and their contractors, driveway construction, temporary use for staging of equipment and vehicles, contractors working on behalf of the City for public improvements, etc. The permits and final inspections will ensure that any work is conducted in accordance with City Engineering specifications and appropriate standards and that any traffic control and safety measures are properly in place and followed.

The attached chart is a summary of all permits issued during the month of April 2020.

RECOMMENDATION

Receive and file the report

ATTACHMENT(S)

Monthly Permit Report List for April 2020

City of Hawaiian Gardens - Community Development Department

Monthly Report - Public Works Permits Issued

APRIL 2020

No.	Permit	Date	Contractor	For	Location	Type	Amount
1	1218	04/28/20	SCE		21800 Veme Avenue	Replace connectors on pole #1638237E	\$ 847.00
2	1219	04/28/20	H.D.R Construction	City of Hawaiian Gardens- PW	22102 Elaine Avenue	R/R damaged Sidewalks	\$ -
3	1220	04/30/20	Tait & Associates, Inc.		11747 Carson Street	Review sewer study	\$ 1,160.00
4	1221	04/30/20	Bechtel	AT&T	12201 222nd Street	Install antenna and place 3 fiber/power street box	\$ 2,095.00

Total permits for month: 4

Total for month: \$ 4,093.00

Total permits for calendar year: 18

Total for the year: \$ 21,900.00



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

Agenda Item No.: B-6

City Manager: [Signature]

223
P. 205

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Joseph Colombo, Director of Community Development
BY: Jamie Donaldson, Community Development Specialist
SUBJECT: PLANNING DIVISION REPORT FOR THE MONTH OF APRIL 2020

DISCUSSION

The Planning Division as part of the Community Development Department is responsible for the implementation of the policies and objectives of the community as set forth in the City of Hawaiian Gardens General Plan and Zoning Ordinance. The City's Planning Division guides the City's orderly development, thus achieving a livable city that balances the needs of residents and businesses. Current planning projects range from residential remodels to new commercial developments. Staff serves the City Council and Planning Commission by providing reports and detailed analysis for projects subject to discretionary review.

The attached chart is a summary of all opened projects during the month of April 2020, and the attached list contains additional details of the same projects.

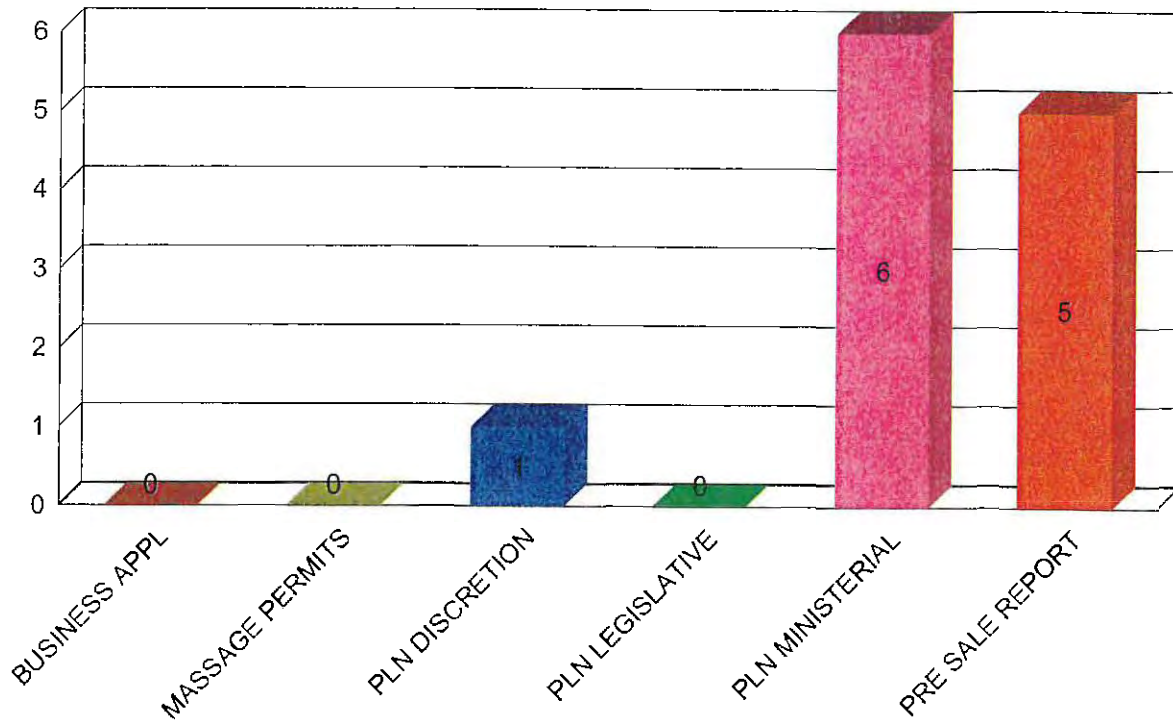
RECOMMENDATION

Staff recommends that the City Council of the City of Hawaiian Gardens receive and file the Planning Division monthly status report for the month of April 2020 as presented.

ATTACHMENT(S)

Chart of Projects by Type, April 2020
List of Projects with details, April 2020

City of Hawaiian Gardens
Projects Applied For by Type
For the Period 4/1/2020 thru 4/30/2020



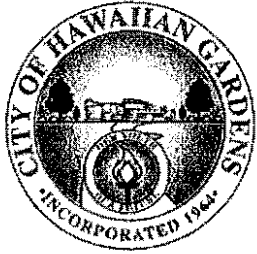
Total Projects Applied for: 12

CHART90

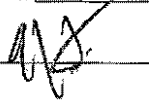
City of Hawaiian Gardens
Projects by Type, Status and Date
For the Period 4/1/2020 thru 4/30/2020

Project Number Project Name Planner	Date Applied Date Approved Status of Project	Date Closed Date Expired Project Type Project Subtype	Address
PLNG2020-0024 DEVELOPMENT AGREEMENT FOR HOLIDAY KEVIN NGUYEN	4/9/2020 CC PENDING	PLN DISCRETION DDA	22434 NORWALK BLVD
PLNG2020-0025 TMOBILE CELL SITE MODIFICATION KEVIN NGUYEN	4/20/2020 APPLIED	PLN MINISTERIAL PLOT PLAN REV <2000	21815 PIONEER BLVD
PLNG2020-0026 NEW SIGNS FOR EXTRA SPACE STORAGE KEVIN NGUYEN	4/20/2020 AFFIDAVIT PENDING	PLN MINISTERIAL SIGN PERMIT REVIEW	12508 CARSON ST
PLNG2020-0027 ME: REDUCE REAR YARD SETBACK 20% JAMIE DONALDSON	4/21/2020 10 DAY NOTICE PEND	PLN MINISTERIAL MINOR EXCEPTION	21410 JUAN AVE
PLNG2020-0028 SHOP AUTO INC. AUTO REPAIR MUP JAMIE DONALDSON	4/22/2020 APPLIED	PLN MINISTERIAL MINOR USE PERMIT	22005 NORWALK BLVD
PLNG2020-0029 SHOP AUTO INC. AUTO SALES MUP JAMIE DONALDSON	4/22/2020 APPLIED	PLN MINISTERIAL MINOR USE PERMIT	22005 NORWALK BLVD
PLNG2020-0030 SMOG SHOP & AUTO REPAIR MUP JAMIE DONALDSON	4/24/2020 APPLIED	PLN MINISTERIAL MINOR USE PERMIT	21302 NORWALK BLVD
RPR2020-0014 PRESALE: BELSHIRE CONDO (EXP) JAMIE DONALDSON	4/2/2020 AFFIDAVIT PENDING	PRE SALE REPORT CONDO/TOWNHOME	21604 BELSHIRE AVE 3
RPR2020-0015 PRESALE: BELSHIRE CONDO JAMIE DONALDSON	4/20/2020 AFFIDAVIT PENDING	PRE SALE REPORT CONDO/TOWNHOME	21812 BELSHIRE AVE 1
RPR2020-0016 PRESALE: JUAN CONDO JAMIE DONALDSON	4/27/2020 AFFIDAVIT PENDING	PRE SALE REPORT CONDO/TOWNHOME	21421 JUAN AVE 7
RPR2020-0017 PRESALE: ELAINE SFR (EXP) JAMIE DONALDSON	4/28/2020 AFFIDAVIT PENDING	PRE SALE REPORT SINGLE FAMILY RES	22007 ELAINE AVE
RPR2020-0018 PRESALE: 222ND ST SFR JAMIE DONALDSON	4/30/2020 UNDER REVIEW	PRE SALE REPORT SINGLE FAMILY RES	12313 222ND ST

12 Project(s) Found



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

Agenda Item No.: ²²⁶ B-7 P. 208
City Manager: 

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Lucie Colombo, CMC, CPMC, City Clerk
SUBJECT: PRESENTATIONS OF VARIOUS CITY COUNCIL MINUTES

DISCUSSION

The City Clerk is to prepare and present the minutes to the City Council for informational purposes.

Below and attached are the Public Housing Authority minutes presented at this time:

- May 12, 2020

ATTACHMENTS

The City Council minutes as listed above.

RECOMMENDATION

Receive and File.

MINUTES

**CITY OF HAWAIIAN GARDENS
CITY COUNCIL**

REGULAR MEETING

TUESDAY, MAY 12, 2020 AT 6:00 PM

CALL TO ORDER

The Regular meeting of the City Council of the City of Hawaiian Gardens was called to order by Mayor Jesse Alvarado on Tuesday, May 12, 2020, at 6:15 P.M. in the City Council Chambers, 21815 Pioneer Boulevard, Hawaiian Gardens, California, and via virtual videoconference pursuant to the Governor of the State of California's Executive Order N-25-20 and N-29-20 related to the Coronavirus (COVID-19) pandemic.

Lucie Colombo, CMC, City Clerk, provided brief information relating to the conduct of the virtual video meeting due to the COVID-19 pandemic situation, as listed on the agenda.

INVOCATION

The Invocation was led by Lucie Colombo, CMC, CPMC, City Clerk.

FLAG SALUTE

The Flag Salute was led by Councilmember Victor Farfan.

ROLL CALL

PRESENT

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

Lucie Colombo, City Clerk, announced a quorum.

The City Clerk provided information relating to the conduct of the General Public Comment and Public Hearing Public Comment sections to follow for the virtual video conference meeting as a result of the COVID-19 pandemic situation.

PROCLAMATIONS AND CERTIFICATES

PRESENTATION OF PROCLAMATION FOR NATIONAL PUBLIC WORKS WEEK AS MAY 17-23, 2020 IN THE CITY OF HAWAIIAN GARDENS.

Councilmember Maravilla read the proclamation.

Lucie Colombo, City Clerk, provided information relating to public comments relating to submittals as a result of COVID-19.

City Clerk Colombo received three General Public Comments that she read into the record.

Francis Rodriguez, Hawaiian Gardens resident, provided email comments.

Alba Bac, Hawaiian Gardens resident, provided E-comments.

Natalia Pinedo, Hawaiian Gardens resident, provided E-comments.

AGENDA ORGANIZATION

There were no changes to the Agenda organization.

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

Mayor Alvarado recused himself from Agenda Items A1 thru A-4, due to potential conflict of interest.

Mayor Alvarado left the meeting at approximately 6:30 PM.

Lucie Colombo, City Clerk, provided information regarding the conduct of the public hearings. She also introduced the various representatives that would be included in the meeting and participating during the public hearings relating to the project listed below (Agenda Items A-1, A-2, A-3, and A-4). The representatives that were included in the teleconferenced meeting were: Nishant Shah, Colin Ramsey, and Brian Moncrief.

Mayor Pro Tem Roa read all Public Hearings Agenda Item titles A-1 thru A-4 and announced that the Public Hearings would be conducted jointly.

JOINT PUBLIC HEARINGS—OPENED

Mayor Pro Tem Roa opened the Joint Public Hearings.

City Clerk Colombo stated that no public comments had been received relating to the Public Hearing items.

Ernie Hernandez, City Manager, provided a brief staff report.

Joe Colombo, Community Development Director, presented the power point and staff report relating to the Joint Public Hearing Items A-1 thru A-4.

City Attorney Garibaldi stated that updates and amendments had been made to the various documents and to the Development Agreement, and these were provided to the applicant / developer.

Megan Garibaldi, City Attorney, added to the presentation. She added to the list of condition of approvals that the mitigation measures outlined in the Mitigation Monitoring

and Report program for the project are incorporated by reference. She also announced that after the posting of the agenda, regarding the Development Agreement (“DA”) a handful of clarifications, cross references, and capitalized terms, and shifting of paragraphs. She provided those amended copies to the City Council and the Developer. There were other brief changes, to the DA, that the project is subject to the City’s TOT ordinance and has been included in the DA and the Memorandum of Agreement, as clarification. She explained what a Development Agreement is and does, including rights to the City, the Developer, and various exhibits/attachments, schedules, public use, impact fees, confirms future operations of the hotel, maintenance requirements, an advance to the City at the close of escrow, etc. The DA is approved by ordinance and recorded against the property upon adoption, as obligations are with the land, not the developer.

The City Council had comments, questions, and discussion relating to this project and the considerations relating to the various resolutions.

The City Manager and staff responded and replied to City Council inquiries, concerns, and comments relating to the public hearing items, such as landscaping, trees, crosswalks, parking, shadowing casting, hotel employees, etc.

Nishant Shah, applicant, responded to items raised by the City Council and spoke regarding the overall project.

JOINT PUBLIC HEARINGS—CLOSED

Mayor Pro Tem Roa announced that the Joint Public Hearings was closed.

Councilmember Trimble and the applicant had brief discussion and clarification.

There being no further discussion, the City Council made a motion relating to Agenda Items A-1, A-2, and A-3.

1. RESOLUTION NO. 034-2020
CONDUCT HEARING AND APPROVE CASE NO. PLNG2019-033
CONDITIONAL USE PERMIT (CUP) FOR THE CONSTRUCTION AND
OPERATION OF A 71-ROOM HOLIDAY INN EXPRESS & SUITES AND
ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND)
FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD,
CITY OF HAWAIIAN GARDENS, CALIFORNIA.

COUNCIL ACTION: Conduct the Public Hearing and Adopt Resolution
No. 034-2020.

2. RESOLUTION NO. 035-2020
CONDUCT HEARING AND APPROVE CASE NO. PLNG2019-034 VARIANCE
FOR THE REDUCTION OF THE REQUIRED ON-SITE PARKING FROM 76 TO
64 SPACE FOR THE NEW HOLIDAY INN EXPRESS & SUITES AND
ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND)
FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD,
CITY OF HAWAIIAN GARDENS, CALIFORNIA.

COUNCIL ACTION: Conduct the Public Hearing and Adopt Resolution No. 035-2020.

- 3. RESOLUTION NO. 036-2020
 CONDUCT HEARING AND APPROVE CASE NO. PLNG2019-035 VARIANCE ALLOWING A HOLIDAY INN EXPRESS & SUITES TO EXCEED THE MAXIMUM ALLOWABLE BUILDING HEIGHT FROM 45 FEET TO 53 FEET AND ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS, CALIFORNIA.

COUNCIL ACTION: Conduct the Public Hearing and Adopt Resolution No. 036-2020.

It was moved by Councilmember Maravailla, seconded by Councilmember Farfan, to approve by roll call vote, to adopt Resolution No. 034-2020, Resolution No. 035-2020, and Resolution No. 036-2020, with the amendment to add the condition of approval to include the Mitigation Monitoring Program (CEQA document, as previously described by the City Attorney during her presentation).

AYES: FARFAN, MARAVILLA, TRIMBLE, ROA
 NOES: NONE
 ABSTAIN: NONE
 ABSENT: NONE
 RECUSED: ALVARADO

Motion carried unanimously, 4-0-1.

- 4. ORDINANCE NO. 593
 CONDUCT HEARING AND INTRODUCE, CONDUCT FIRST READING AND READ BY TITLE ONLY, AN ORDINANCE APPROVING A PROPOSED DEVELOPMENT AGREEMENT (DA) (CASE NO. PLNG2020-0024) REGARDING A 71-ROOM HOLIDAY INN EXPRESS & SUITES AND TO ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS, CALIFORNIA.

It was moved by Councilmember Maravailla, seconded by Councilmember Farfan, to approve by roll call vote, to introduce, conduct first reading, and read by title only, Ordinance No. 593. Councilmember Maravilla read the title.

AYES: FARFAN, MARAVILLA, TRIMBLE, ROA
 NOES: NONE
 ABSTAIN: NONE
 ABSENT: NONE
 RECUSED: ALVARADO

Motion carried unanimously, 4-0-1.

Mayor Alvarado returned to the meeting at approximately 7:08 PM.

B. CONSENT CALENDAR

5. PRESENTATION FROM THE FINANCE DEPARTMENT OF WARRANTS PROCESSED DURING THE PERIOD OF APRIL 18, 2020 THROUGH MAY 1, 2020.

COUNCIL ACTION: Receive and File.

6. PRESENTATION OF VARIOUS COMMISSION MINUTES AND COMMITTEE REPORTS:

- PLANNING COMMISSION
 - April 7, 2020 – Special Meeting.

COUNCIL ACTION: Receive and File.

7. *THIS AGENDA ITEM WAS REMOVED FROM THE CONSENT CALENDAR FOR SEPARATE DISCUSSION. (See Agenda Section, Separate Discussion below.)*

8. SUPPORT SENATOR BRIAN DALE’S SENATE BILL 1191 (ORGANIC WASTE) AS AMENDED ON MARCH 23, 2020.

COUNCIL ACTION: Approve the SB1191 support letter.

9. PRESENTATION OF MINUTES AS FOLLOWS:

- APRIL 28, 2020 - REGULAR MEETING; AND
- APRIL 14, 2020 - REGULAR MEETING.

COUNCIL ACTION: Approve the minutes as presented.

10. *THIS AGENDA ITEM WAS REMOVED FROM THE CONSENT CALENDAR FOR SEPARATE DISCUSSION. (See Agenda Section, Separate Discussion below.)*

It was moved by Councilmember Farfan, seconded by Councilmember Maravilla, and approved by roll call vote as follows, the Consent Calendar as amended.

AYES: FARFAN, MARAVILLA, TRIMBLE, ROA, ALVARADO
 NOES: NONE
 ABSTAIN: NONE
 ABSENT: NONE

Motion carried unanimously, 5-0.

B. CONSENT CALENDAR (AGENDA ITEMS REMOVED FOR SEPARATE DISCUSSION).

7. RESOLUTION NO. 037-2020
AUTHORIZING THE CITY MANAGER TO DECLARE AS SURPLUS EQUIPMENT: UNIT 10 - LICENSE # E999143; UNIT 30 - LICENSE # E999153; AND UNIT 14 - LICENSE # 1165236; FROM THE PUBLIC WORKS FLEET INVENTORY.

Councilmember Maravilla made brief comments.

It was moved by Councilmember Maravilla, seconded by Councilmember Farfan, and approved by roll call vote as follows, to adopt Resolution No. 037-2020.

AYES: FARFAN, MARAVILLA, TRIMBLE, ROA, ALVARADO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Motion carried unanimously, 5-0.

City Manager Hernandez made comments relating to future Capital Lease Program to lease vehicles.

10. STATUS REPORT OF SECTION 8 VOUCHER ISSUANCE.

This Agenda Item was requested by Councilmember Maravilla. City Manager Hernandez and Community Development Director Colombo presented a brief staff report.

Councilmember Maravilla was concerned and had questions about one applicant whose voucher expired and services provided by staff during the COVID-19 pandemic. She requested that staff reinstate the voucher that expired during the pandemic until the Executive Orders of stay-at-home are lifted. Councilmember Maravilla requested that this item be added to the next Public Housing Authority Agenda. She also provided direction to the City Manager and staff relating to the housing process. She reminded staff that they are here to serve the community and made various other comments.

City Manager Hernandez made comments and responded to Councilmember Maravilla's comments.

There was additional discussion between Councilmember Maravilla and staff. The City Manager referenced that the PHA is heavily regulated. Community Development Director Colombo cautioned about privacy issues and the process.

C. DISCUSSION ITEM(S)

11. RESOLUTION NO. 038-2020
APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE PURCHASE OR IMPROVEMENT OF PIONEER PARK.

C. **DISCUSSION ITEM(S) – (CONTINUED)**

City Manager provided the staff report and thanked Speaker Rendon and current Senator Archuleta for assistance during this matter.

It was moved by Councilmember Farfan, seconded by Councilmember Maravilla, and approved by roll call vote to adopt Resolution No. 038-2020.

AYES: FARFAN, MARAVILLA, TRIMBLE, ROA, ALVARADO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Motion carried unanimously, 5-0.

12. RESOLUTION NO. 039-2020
APPROVING A WRITTEN AGREEMENT BETWEEN THE CITY OF HAWAIIAN GARDENS AND REVOLUTION FOODS, INC., REGARDING FOOD SERVICES FOR THE SUMMER FOOD SERVICES PROGRAM.

City Manager Hernandez provided a brief staff report relating to this item.

Steve Gomez, Recreation and Community Services Director, provided the staff report. Mr. Gomez introduced Pablo Vega, Program Coordinator, along with Revolution Foods, Inc., representatives Casey Lee Turner and Jose Morales.

Councilmember Maravilla had concerns regarding the quality of food provided last year by Revolution Foods Inc.

Jose Morales, Revolution Foods Inc., representative, responded to Councilmember Maravilla's concern via telephone and updated the City Council regarding the new features of Revolutions Foods Inc.

Pablo Vega, Program Coordinator, responded to Council's concerns.

Councilmember Trimble suggested that the City consider distribution protocols similar to the ones by the ABCUSD as it is efficient.

It was moved by Councilmember Maravilla, seconded by Mayor Pro Tem Roa, and approved by roll call vote to adopt Resolution No. 039-2020.

AYES: FARFAN, MARAVILLA, TRIMBLE, ROA, ALVARADO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Motion carried unanimously, 5-0.

13. **DISCUSSION TO CONSIDER CONDUCTING MEMORIAL DAY EVENT 2020.**

This Agenda Item was requested by Councilmember Maravilla and wanted to receive City Council feedback.

C. DISCUSSION ITEM(S) – (CONTINUED)

Councilmember Trimble and Mayor Pro Tem Roa made comments that decisions were previously made relating to this matter.

Director Gomez provided a brief staff report relating to expenses. There was discussion and direction provided to staff relating to banners.

City Manager Hernandez responded to City Council comments and based on City Council direction will meet with staff and provide alternative options to the City Council for the banners on Memorial Day and pictures on social media. Pictures of the banners will be provided to the City Council.

D. COMMITTEE REPORT(S)

There were no Committee Reports to be presented at this time.

E. NEW BUSINESS

There was no New Business to be presented at this time.

F. ORAL STAFF REPORT(S)

City Manager Hernandez provided a brief status report relating to Los Angeles County COVID-19 pandemic situation, measures conducted by the City in considering opening for business in the future, and the City's economic situation.

City Clerk Colombo provided brief information relating to the upcoming November 2020 Election.

G. ORAL COUNCIL REPORT(S)

Councilmember Trimble reported that current Cerritos Councilmember Jim Edwards recently passed.

H. CLOSED SESSION

14. CONFERENCE WITH LEGAL COUNSEL – LABOR NEGOTIATIONS
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6
CITY NEGOTIATOR: ERNIE HERNANDEZ, CITY MANAGER
LABOR NEGOTIATOR: AFSCME UNION LOCAL 3624 AND LOCAL 36 –
RANK & FILE AND MANAGEMENT

Megan Garibaldi, City Attorney, announced the Closed Session item.

Lucie Colombo, City Clerk, explained the manner in which the City Council would conduct the Closed Session via a separate virtual teleconference.

RECESS

The City Council recessed to Closed Session at approximately 8:05 PM.

RECONVENE

The City Council reconvened from Closed Session at approximately 8:35 PM.

The City Council were all present upon reconvening.

Megan Garibaldi, City Attorney, stated there were no reportable actions taken.

I. ADJOURNMENT

Mayor Alvarado adjourned the meeting at approximately 9:48 PM, to the next Regular City Council meeting to be held on Tuesday, May 26, 2020, at 6:00 P.M.

IN MEMORIAM

Mayor Alvarado adjourned the City Council Meeting of May 12, 2020, in Memory of Cerritos Councilmember Jim Edwards. He will be missed.

Respectfully submitted:

Lucie Colombo, CMC, CPMC
City Clerk

APPROVED:

JESSE ALVARADO
MAYOR

Attest:

LUCIE COLOMBO, CMC, CPMC
CITY CLERK



CITY OF HAWAIIAN GARDENS CITY COUNCIL STAFF REPORT

Agenda Item No.:

City Manager:

DATE: May 26, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Ernie Hernandez, City Manager

BY: Linda Hollinsworth, Finance Director/Treasurer
Abraham Yi, Accounting Specialist

SUBJECT: WARRANTS PROCESSED DURING THE PERIOD OF MAY 2 TO MAY 15, 2020

SUMMARY

Information for warrants processed from May 2 to May 15, 2020 is provided, in the table below and in attachments, for review by the City Council. Detail reports for Accounts Payable (AP) are included with this report. Payroll (PR) represents payments to employees and for taxes, health insurance and CalPers retirement contributions.

FISCAL IMPACT

<u>Description</u>	<u>Warrant Information</u>	<u>Amount</u>
AP Check Payments to Vendors	Ck 61225 – 61257	\$ 129,544.06
AP ACH Payments to Vendors	Ck 1054541 – 1054576*	104,047.44
AP Online Payments to Vendors	Ck 845 – 872	15,640.21
PR Employee Salaries & Benefits	Ck 56447 - 56564	292,657.46
PR CalPers- Online Retirement Benefits	5/14/20	21,239.60
Total for May 2-May 15, 2020		\$563,128.77

*Ck 1054576 – Voided Test ACH

RECOMMENDATION

Receive and file.

ATTACHMENTS

- A. AP Invoice Approval Lists by Vendor
- B. AP Invoice Approval Lists by Fund

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

CHK PMTS 05/02/20 TO 05/15/20

Date: 05/20/2020

Time: 8:44 am

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City of Hawaiian Gardens

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
FRANK AMARO	0400	REIMB EMP/CELL PHN/MAR 2020	61244	05/12/2020	160.00
				Vendor Total:	160.00
AT & T	0094C	04.19 - 05.18.20 BUSINESS INTERNET SERVICES	61225	05/05/2020	2,237.18
AT & T	0094C	04.19 - 05.18.20 BUSINESS VOICE SERVICES	61226	05/05/2020	614.67
				Vendor Total:	2,851.85
ATKINSON, ANDELSON, LOYA,	0634	MAR 2020 PERSONNEL ATTORNEY LEGAL SVCS & COVID-19	61227	05/05/2020	9,620.63
				Vendor Total:	9,620.63
BRENDA BECERRA	0898F	REIMB EMP/CELL PHN/MAR 2020	61245	05/12/2020	120.00
				Vendor Total:	120.00
BEST BEST & KRIEGER ATTORNE	0923A	MAR 2020 PROF ATTORNEY SVCS COVID-19 EMERGENCY RESPONSE	61228	05/05/2020	30,240.40
				Vendor Total:	30,240.40
DEPARTMENT OF CONSERVATION	2345S	JAN - MAR 2020/SMIP FEES	61246	05/12/2020	3,007.55
				Vendor Total:	3,007.55
DG INVESTMENT INTERMEDIATE	2355C	CITY-WIDE VIDEO SURVEILLANCE CAMERAS - 95% CHANGE ORD 1&2	61229	05/05/2020	66,058.35
				Vendor Total:	66,058.35
FACILITY WERX INC.	2883F	MAINT SUPPLIES - NEW TISSUE DISPENSERS	61230	05/05/2020	1,089.68
				Vendor Total:	1,089.68
GANAHL LUMBER COMPANY, INC.	3186	EXTENSION CORDS - "HOT SPOT" HW ASSISTANCE	61231	05/05/2020	1,178.21
GANAHL LUMBER COMPANY, INC.	3186	MEMORIAL DAY SUPPLIES	61247	05/12/2020	72.77
				Vendor Total:	1,250.98
GOVERNMENTAL FINANCIAL SER	3433G	APR 2020 SVCS BANK RECON/ SUCCESSOR AGENCY ROPS ASSIST	61248	05/12/2020	845.00
				Vendor Total:	845.00
HDL COREN & CONE	3547	APR - JUNE 2020 CONTRACT SVCS PROPERTY TAX	61232	05/05/2020	1,800.00
				Vendor Total:	1,800.00
JACK'S LAWNMOWER SHOP	3952	EQUIPMENT MAINT - BLOWER/PULLEY	61249	05/12/2020	358.72
				Vendor Total:	358.72
LINDA JIMENEZ	4000P	FACE MASKS - COVID-19	61250	05/12/2020	1,500.00
				Vendor Total:	1,500.00
L.A. COUNTY REGISTRAR-RECORI	4173	FILING NTC OF DETERMINATION HOLIDAY INN EXPRESS PROJECT	61257	05/14/2020	2,481.75
				Vendor Total:	2,481.75
LOS CERRITOS COMMUNITY NEW	4587	04.28.20 NTC OF PUBLIC HEARING APPEAL METROFLEX GYM	61233	05/05/2020	1,364.38
				Vendor Total:	1,364.38
ANTHONY MAGDALENO	4689	REIMB EMP/CELL PHN/APR 2020	61234	05/05/2020	80.00
				Vendor Total:	80.00
MCI COMM SERVICE	4846R	APR 2020 LONG DISTANCE PLAN	61251	05/12/2020	51.46
				Vendor Total:	51.46
PETTY CASH, LESLIE	5748	02.25 - 04.28.20 REPLENISH PETTY CASH	61235	05/05/2020	940.00
				Vendor Total:	940.00
SOUTHERN CALIF EDISON COMPA	6801	03.19 - 04.17.20 SER PER	61236	05/05/2020	11.22
SOUTHERN CALIF EDISON COMPA	6801	03.19 - 04.17.20 SER PER	61237	05/05/2020	10.41

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

CHK PMTS 05/02/20 TO 05/15/20

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City of Hawaiian Gardens

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
SOUTHERN CALIF EDISON COMPA	6801	02.24-03.24.20 SER PER 03.19 - 04.17.20, 03.24 - 04.22.20	61238	05/05/2020	854.03
SOUTHERN CALIF EDISON COMPA	6801	02.21 - 03.23.20 SER PER 03.23 - 04.21.20	61239	05/05/2020	107.39
SOUTHERN CALIF EDISON COMPA	6801	02.20 - 03.20.20 SER PER 03.20 - 04.20.20	61240	05/05/2020	967.12
SOUTHERN CALIF EDISON COMPA	6801	2.21-3.23.20, 3.1-4.1.20 SER PER 3.13-4.13.20, 3.23-4.21.20	61241	05/05/2020	1,781.26
Vendor Total:					<u>3,731.43</u>
SOUTHERN CALIFORNIA SECURIT	6855H	FACILITY MAINT - KEYSRINGS MAIL DROP BOX	61252	05/12/2020	28.75
Vendor Total:					<u>28.75</u>
TREND SYSTEMS GROUP	7252Q	FIRE ALARM MODULE REPAIRS- PSC	61253	05/12/2020	455.00
Vendor Total:					<u>455.00</u>
UNDERGROUND SERVICE ALERT	7310	MAY 2020 CA STATE FEE FOR REGULATORY COSTS	61254	05/12/2020	48.88
Vendor Total:					<u>48.88</u>
UNUM LIFE INSURANCE	7383	MAY 2020 LONG TERM CARE INSURANCE	61255	05/12/2020	897.40
Vendor Total:					<u>897.40</u>
ERNEST VARGAS	7500	REIMB EMP/CELL PHN/MAR 2020	61256	05/12/2020	240.00
Vendor Total:					<u>240.00</u>
PETE C. VILLASENOR	7624	REPLACE CONDENSATE PUMP - SERVER ROOM - CITY HALL	61242	05/05/2020	266.00
Vendor Total:					<u>266.00</u>
WATERLINE TECHNOLOGIES INC.	7727Q	LEE WARE POOL SUPPLIES	61243	05/05/2020	55.85
Vendor Total:					<u>55.85</u>
Grand Total:					<u>129,544.06</u>
Less Credit Memos:					<u>0.00</u>
Net Total:					<u>129,544.06</u>
Less Hand Check Total:					<u>0.00</u>
Outstanding Invoice Total :					<u>129,544.06</u>
Total Invoices:		72			

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ACH PMTS 05/02/20 TO 05/15/20

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
241-PRAXAIR DISTRIBUTION INC.	0006H	MAINT - WELDING SUPPLIES	1054541	05/05/2020	68.33
				Vendor Total:	68.33
ADVANCED APPLIED ENGINEERIN	3892F	03.01 - 03.31.20 PROF SVCS ENGINEERING STAFF	1054542	05/05/2020	26,052.00
				Vendor Total:	26,052.00
ALAN'S LAWN & GARDEN CENTER	0252	FACE MASKS FOR ALL STAFF - COVID-19	1054543	05/05/2020	551.86
ALAN'S LAWN & GARDEN CENTER	0252	KN95 FACE MASKS PROTECTIVE EQUIP - COVID19	1054556	05/12/2020	787.30
				Vendor Total:	1,339.16
ALL CITY ANIMAL TRAPPING	0310W	04.20.20 12430 CARSON ST REMOVED 1 DEAD OPPOSUM	1054544	05/05/2020	50.00
ALL CITY ANIMAL TRAPPING	0310W	04.30.20 12232 213TH ST REMOVED 1 DEAD CAT	1054557	05/12/2020	100.00
				Vendor Total:	150.00
ALLIANT INSURANCE SERVICES IN	0350MA	JAN-MAR 2020 HAWAGAR-01 QTRLY REPT	1054545	05/05/2020	956.00
				Vendor Total:	956.00
AMERICAN FAMILY LIFE ASSURAN	0204	APR 2020 SUPPLEMENTAL INSURANCE	1054558	05/12/2020	5,106.84
				Vendor Total:	5,106.84
COLONIAL LIFE INSURANCE CO IN	1890	MAY 2020 SUPPLEMENTAL LIFE INSURANCE	1054559	05/12/2020	1,657.74
				Vendor Total:	1,657.74
DUDEK	2501	02.29 - 03.27.20 PROF SVCS CEQA STUDY - HOTEL PROJ	1054560	05/12/2020	3,188.81
				Vendor Total:	3,188.81
FELIPE HERNANDEZ	3653F	APR 2020 - 11940 CARSON ST GARDEN SVC	1054546	05/05/2020	2,900.00
FELIPE HERNANDEZ	3653F	4.26-27.20 LOCATED/REPAIRED MAINLINE WATER LEAK - SR LOT	1054561	05/12/2020	500.00
				Vendor Total:	3,400.00
HUMAN SERVICES ASSOCIATION	3813F	MAR 2020 SENIOR MEALS SERVED	1054562	05/12/2020	12,606.75
				Vendor Total:	12,606.75
JOSEPH TEE JEFFERSON	3788	REPLACEMENT LIGHTS/LED CONVERSION - CH LOT	1054547	05/05/2020	3,351.25
				Vendor Total:	3,351.25
BRITTANY LESLIE	4360B	REIMB EMP/CELL PHN/APR 2020	1054548	05/05/2020	60.00
				Vendor Total:	60.00
LINO MARTINEZ	4793R	03.21.20 JANITORIAL SVC REC RM A/B - COVID CLOSURE PREP	1054563	05/12/2020	2,420.00
				Vendor Total:	2,420.00
MOLI-MEX INC.	5061	COVID-19 PREVENTION POSTERS	1054564	05/12/2020	7,132.06
				Vendor Total:	7,132.06
SALVADOR NAVA	5307G	REIMB EMP/CELL PHN/MAR 2020	1054549	05/05/2020	40.00
				Vendor Total:	40.00
KEVIN NGUYEN	5338	REIMB EMP/CELL PHN/APR 2020	1054550	05/05/2020	120.00
				Vendor Total:	120.00
LUIS POLANCO	5834	REIMB EMP/CELL PHN/APR 2020	1054551	05/05/2020	120.00
				Vendor Total:	120.00
SANI-TEC USA	6444	JANITORIAL SUPPLIES	1054565	05/12/2020	1,181.33
				Vendor Total:	1,181.33
SIR SPEEDY PRINTING &	6691V	COVID-19 MAILERS	1054566	05/12/2020	1,319.52
				Vendor Total:	1,319.52

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ACH PMTS 05/02/20 TO 05/15/20

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
JEFF SMITH	3985	UNIT 63 - OIL CHANGE/FILL FLUID MILEAGE - 4561	1054567	05/12/2020	72.97
				Vendor Total:	72.97
STANDARD INSURANCE COMPAN	6928C	MAY 2020 SUPPLEMENTAL LIFE INSURANCE	1054568	05/12/2020	2,417.77
				Vendor Total:	2,417.77
STAPLES BUSINESS ADVANTAGE	6932-CLKK	CITY CLERK SUPPLIES	1054569	05/12/2020	390.90
				Vendor Total:	390.90
STAPLES BUSINESS ADVANTAGE	6932-FINN	OFFICE SUPPLIES/TONER	1054552	05/05/2020	759.15
STAPLES BUSINESS ADVANTAGE	6932-FINN	CITY HALL BREAK ROOM SUPPLIES	1054570	05/12/2020	250.13
				Vendor Total:	1,009.28
STAPLES BUSINESS ADVANTAGE	6932-RECC	CRL SUPPLIES	1054553	05/05/2020	611.14
STAPLES BUSINESS ADVANTAGE	6932-RECC	SENIORS SUPPLIES	1054571	05/12/2020	455.48
				Vendor Total:	1,066.62
SUPERCO SPECIALTY PRODUCTS	7068	JANITORIAL - SANITIZER/ CLEANING PRODUCTS	1054554	05/05/2020	445.42
				Vendor Total:	445.42
THE ADVANTAGE GROUP	7161DG	APR 2020 FLEX PLAN ADMINISTRATION - FEES	1054572	05/12/2020	417.30
				Vendor Total:	417.30
VICTORY LOCK AND KEY	7573F	LOCKSMITH/KEYS	1054573	05/12/2020	306.89
				Vendor Total:	306.89
WILLDAN ENGINEERING	7907	03.01 - 03.20.20 PROF STAFFING SVCS - CODE ENFORCEMENT	1054555	05/05/2020	7,800.00
WILLDAN ENGINEERING	7907	03.02 - 04.03.20 PROF STAFFING SVCS - PLANNING	1054574	05/12/2020	17,246.50
				Vendor Total:	25,046.50
ROGER WILLIAMS IRREVOCABLE	7916	APR 2020 - 22211 NORWALK BLVD LANDSCAPE MAINT	1054575	05/12/2020	2,604.00
				Vendor Total:	2,604.00
				Grand Total:	104,155.72
				Less Credit Memos:	-108.28
				Net Total:	104,047.44
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	104,047.44
Total Invoices:	60				

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ONL PMTS 05/02/20 TO 05/15/20

Date: 05/20/2020
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City of Hawaiian Gardens

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
BANK OF THE WEST-BANK CHARG	0821BC	APR 2020 ACCOUNT ANALYSIS FEE	845	04/20/2020	35.97
BANK OF THE WEST-BANK CHARG	0821BC	APR 2020 - BANK FEE CHARGES	846	05/01/2020	116.40
BANK OF THE WEST-BANK CHARG	0821BC	APR 2020 - ELECTRONIC MERCHANT SERVICE FEE	847	05/01/2020	129.93
Vendor Total:					<u>282.30</u>
CHEVRON AND TEXACO UNIVERS	1716	02.16 - 03.15.20 FUEL PURCHASE	849	03/20/2020	2,508.64
Vendor Total:					<u>2,508.64</u>
EXXON MOBIL FLEET SERVICES	2849	APR 2020 - P.W. FLEET FUEL	850	05/11/2020	1,098.34
Vendor Total:					<u>1,098.34</u>
GOLDEN STATE WATER COMPAN'	3342G	04.03 - 05.05.20 SER PER 21631 1/2 BLOOMFIELD	852	05/07/2020	95.21
GOLDEN STATE WATER COMPAN'	3342G	04.02 - 05.04.20 SER PER 22327 IRR ARLINE AVE	853	05/07/2020	222.75
GOLDEN STATE WATER COMPAN'	3342G	04.02 - 05.04.20 SER PER WARDHAM & 226TH ST	854	05/07/2020	79.29
GOLDEN STATE WATER COMPAN'	3342G	04.02 - 05.04.20 SER PER 11940 CARSON	855	05/07/2020	265.32
GOLDEN STATE WATER COMPAN'	3342G	04.03 - 05.05.20 SER PER 223RD ST & PIONEER BLVD IRR	856	05/07/2020	246.71
GOLDEN STATE WATER COMPAN'	3342G	04.03 - 05.06.20 SER PER 22200 WARDHAM	857	05/07/2020	837.98
GOLDEN STATE WATER COMPAN'	3342G	04.02 - 05.04.20 SER PER 22325 NORWALK BLVD	858	05/07/2020	212.89
GOLDEN STATE WATER COMPAN'	3342G	04.02 - 05.04.20 SER PER 11940 IRR CARSON	859	05/07/2020	188.38
GOLDEN STATE WATER COMPAN'	3342G	04.03 - 05.05.20 SER PER 12341 CARSON	860	05/07/2020	527.15
GOLDEN STATE WATER COMPAN'	3342G	04.02 - 05.06.20 SER PER 22102 WARDHAM	861	05/07/2020	232.48
GOLDEN STATE WATER COMPAN'	3342G	04.03 - 05.05.20 SER PER 12522 221ST ST IRR	862	05/07/2020	89.91
GOLDEN STATE WATER COMPAN'	3342G	04.02 - 05.04.20 SER PER 22412 A-IRR VIOLETA	863	05/07/2020	243.65
GOLDEN STATE WATER COMPAN'	3342G	04.03 - 05.05.20 SER PER 22008 CLARKDALE	864	05/07/2020	251.99
GOLDEN STATE WATER COMPAN'	3342G	04.03 - 05.05.20 SER PER ON NORWALK IN MEDIAN	865	05/07/2020	217.16
GOLDEN STATE WATER COMPAN'	3342G	04.03 - 05.05.20 SER PER 11973 CARSON	866	05/07/2020	707.44
GOLDEN STATE WATER COMPAN'	3342G	04.03 - 05.05.20 SER PER ON NORWALK IN MEDIAN	867	05/07/2020	323.21
GOLDEN STATE WATER COMPAN'	3342G	04.02 - 05.04.20 SER PER 22028 IRR PIONEER BLVD	868	05/07/2020	90.19
GOLDEN STATE WATER COMPAN'	3342G	04.03 - 05.05.20 SER PER 22306 WARDHAM	869	05/07/2020	246.12
GOLDEN STATE WATER COMPAN'	3342G	04.03 - 05.05.20 SER PER CARSON & NORWALK	870	05/07/2020	116.40
GOLDEN STATE WATER COMPAN'	3342G	04.03 - 05.06.20 SER PER 11904 223RD ST	871	05/07/2020	26.55
Vendor Total:					<u>5,220.78</u>
MISSION LINEN & UNIFORM INC.	5025	04.29.20 MATS & BLDG SUPPLIES	851	05/04/2020	3,923.90
Vendor Total:					<u>3,923.90</u>
SO CAL GAS	7163B	04.09 - 05.08.20 SER PER	872	05/12/2020	783.93
Vendor Total:					<u>783.93</u>
TIME WARNER CABLE	7174TC	APR 2020 SVCS CABLE TV, INTERNET PHONE & STREAMING SVC	848	05/05/2020	1,822.32
Vendor Total:					<u>1,822.32</u>

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ONL PMTS 05/02/20 TO 05/15/20

Date: 05/20/2020
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City of Hawaiian Gardens

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Grand Total:	15,640.21
				Less Credit Memos:	0.00
				Net Total:	15,640.21
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	15,640.21

Total Invoices: 37

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 01 GENERAL FUND							
Dept: 0000 ASSETS							
01-0000-2145.0000	DEVELOPME L.A. COUNTY REGISTRAR-R	NTC200514	FILING NTC OF DETERMINATI	61257	05/14/2020	05/14/2020	2,481.75
							2,481.75
Total Dept. ASSETS:							2,481.75
Dept: 4110 CITY COUNCIL							
01-4110-4210.0000	TRAVEL & ME PETTY CASH#B.LESLIE	2020FEB-2020APR	02.25 - 04.28.20 REPLENISH	61235	04/28/2020	04/28/2020	85.00
							85.00
Total Dept. CITY COUNCIL:							85.00
Dept: 4120 CITY MANAGER							
01-4120-4500.4120	COVID19 CM PETTY CASH#B.LESLIE	2020FEB-2020APR	02.25 - 04.28.20 REPLENISH	61235	04/28/2020	04/28/2020	630.00
							630.00
01-4120-4500.4130	COVID 19 CIT BEST BEST & KRIEGER ATT	874920	MAR 2020 PROF ATTORNEY S	61228	04/20/2020	03/31/2020	16,560.90
							16,560.90
01-4120-4500.4200	COVID19 HUM ATKINSON, ANDELSON, LOY JIMENEZ/LINDA//	592632	MAR 2020 PERSONNEL ATTOF	61227	03/31/2020	04/01/2020	7,419.63
		0058	FACE MASKS - COVID-19	61250	04/14/2020	04/14/2020	1,500.00
							8,919.63
01-4120-4500.4311	COVID19 SUP GANAHL LUMBER COMPANY GANAHL LUMBER COMPANY	060550712	MAINT SUPPLIES - SANITIZER	61231	04/20/2020	04/20/2020	48.96
		060551721	PROTECTIVE EQUIPMENT	61231	04/22/2020	04/22/2020	387.84
							436.80
01-4120-4500.4410	COVID19 - RE GANAHL LUMBER COMPANY	060550614	EXTENSION CORDS - "HOT SF	61231	04/27/2020	04/27/2020	87.21
							87.21
Total Dept. CITY MANAGER:							26,634.54
Dept: 4130 CITY ATTORNEY							
01-4130-4253.0000	LEGAL SERVI BEST BEST & KRIEGER ATT	874913	MAR 2020 PROF ATTORNEY S	61228	04/20/2020	03/31/2020	3,332.50
	BEST BEST & KRIEGER ATT	874912	MAR 2020 PROF ATTORNEY S	61228	04/20/2020	03/31/2020	494.50
	BEST BEST & KRIEGER ATT	874914	MAR 2020 PROF ATTORNEY S	61228	04/20/2020	03/31/2020	150.50
	BEST BEST & KRIEGER ATT	874915	MAR 2020 PROF ATTORNEY S	61228	04/20/2020	03/31/2020	6,757.00
	BEST BEST & KRIEGER ATT	874916	MAR 2020 PROF ATTORNEY S	61228	04/20/2020	03/31/2020	150.50
	BEST BEST & KRIEGER ATT	874917	MAR 2020 PROF ATTORNEY S	61228	04/20/2020	03/31/2020	1,419.00
	BEST BEST & KRIEGER ATT	874918	MAR 2020 PROF ATTORNEY S	61228	04/20/2020	03/31/2020	43.00
	BEST BEST & KRIEGER ATT	874919	MAR 2020 PROF ATTORNEY S	61228	04/20/2020	03/31/2020	1,247.00
	BEST BEST & KRIEGER ATT	874921	MAR 2020 PROF ATTORNEY S	61228	04/20/2020	03/31/2020	85.50
							13,679.50
Total Dept. CITY ATTORNEY:							13,679.50
Dept: 4150 FINANCE DEPARTMENT							
01-4150-4200.0000	CONTRACT S GOVERNMENTAL FINANCIAL HDL COREN & CONE	GFS200501	APR 2020 SVCS BANK RECON	61248	05/01/2020	05/01/2020	780.00
		0027905-IN	APR - JUNE 2020 CONTRACT S	61232	04/23/2020	04/23/2020	1,800.00
							2,580.00
Total Dept. FINANCE DEPARTMENT:							2,580.00

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Dept: 4180 PLANNING							
01-4180-4100.0000	LEGAL ADVEF LOS CERRITOS COMMUNIT	33934	04.28.20 NTC OF PUBLIC HEAF	61233	04/17/2020	04/17/2020	1,364.38
							1,364.38
01-4180-4221.0000	UTILITIES/PHI BECERRA/BRENDA//	CELL-JAN-20	REIMB EMP/CELL PHN/JAN 20:	61245	01/25/2020	04/01/2020	40.00
	BECERRA/BRENDA//	CELL-FEB-20	REIMB EMP/CELL PHN/FEB 20	61245	02/25/2020	04/01/2020	40.00
	BECERRA/BRENDA//	CELL-MAR-20	REIMB EMP/CELL PHN/MAR 20	61245	03/25/2020	04/01/2020	40.00
							120.00
Total Dept. PLANNING:							1,484.38
Dept: 4191 COMMUNITY INFORM							
01-4191-4221.0000	UTILITIES/PHI AT & T	7460664509	04.19 - 05.18.20 BUSINESS	61226	04/19/2020	04/19/2020	614.67
	AT & T	4916154505	04.19 - 05.18.20 BUSINESS	61225	04/19/2020	04/19/2020	2,237.18
	MCI COMM SERVICE	9503APR20	APR 2020 LONG DISTANCE PL	61251	04/25/2020	04/25/2020	51.46
							2,903.31
Total Dept. COMMUNITY INFORMATION:							2,903.31
Dept: 4193 COMMUNITY RELATIK							
01-4193-4210.0000	TRAVEL & ME PETTY CASH/B.LESLIE	2020FEB-2020APR	02.25 - 04.28.20 REPLENISH	61235	04/28/2020	04/28/2020	225.00
							225.00
Total Dept. COMMUNITY RELATIONS:							225.00
Dept: 4200 HUMAN RESOURCES							
01-4200-4253.0000	LEGAL SERVI ATKINSON, ANDELSON, LOY	592632	MAR 2020 PERSONNEL ATTOF	61227	03/31/2020	04/01/2020	2,201.00
							2,201.00
Total Dept. HUMAN RESOURCES:							2,201.00
Dept: 4201 EMPLOYEE BENEFIT							
01-4201-4142.0001	CAFETERIA IN UNUM LIFE INSURANCE	0575367-001	MAY 20 MAY 2020 LONG TERM CARE	61255	04/20/2020	04/20/2020	897.40
							897.40
Total Dept. EMPLOYEE BENEFITS:							897.40
Dept: 4311 PUBLIC WORKS							
01-4311-4151.0000	BUILDING & G FACILITY WERX INC.	CHG0413T	MAINT SUPPLIES - NEW TISSL	61230	04/13/2020	04/13/2020	600.00
	GANAHL LUMBER COMPANY	060546191	MAINT SUPPLIES - UNIT 61	61231	04/07/2020	04/07/2020	23.14
	GANAHL LUMBER COMPANY	060546434	MAINT SUPPLIES - SAFETY	61231	04/07/2020	04/07/2020	35.86
	GANAHL LUMBER COMPANY	060546598	MAINT SUPPLIES - SHOP	61231	04/08/2020	04/08/2020	63.31
	GANAHL LUMBER COMPANY	060550784	MAINT SUPPLIES - DRIVE BIT	61231	04/20/2020	04/20/2020	31.00
	SOUTHERN CALIFORNIA SE	82142	FACILITY MAINT - LOCKS	61252	04/27/2020	04/27/2020	13.14
							766.45
01-4311-4151.0100	BLDG & GROU GANAHL LUMBER COMPANY	060546574	MAINT SUPPLIES - CITY HALL	61231	04/08/2020	04/08/2020	41.18
	GANAHL LUMBER COMPANY	060549858	JANITORIAL SUPPLIES	61231	04/17/2020	04/17/2020	11.57
	SOUTHERN CALIFORNIA SE	82171	FACILITY MAINT - KEYS/RING	61252	04/29/2020	04/29/2020	15.61
							68.36
01-4311-4151.0200	BLDG & GROU GANAHL LUMBER COMPANY	060545376	MAINT SUPPLIES - CRL	61231	04/03/2020	04/03/2020	140.52
							140.52

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01-4311-4151.5000	TEEN CENTER GANAHL LUMBER COMPANY	060539702	MAINT SUPPLIES - TC	61231	03/18/2020	04/01/2020	86.12
							86.12
01-4311-4152.0000	GRAFFITI REM GANAHL LUMBER COMPANY	060550571	GRAFFITI REMOVAL SUPPLIES	61231	04/20/2020	04/20/2020	77.92
							77.92
01-4311-4200.0000	CONTRACT S TREND SYSTEMS GROUP VILLASENOR/PETE C.//	021878 1358	FIRE ALARM MODULE REPAIR REPLACE CONDENSATE PUM	61253 61242	04/21/2020 04/02/2020	04/21/2020 04/02/2020	455.00 266.00
							721.00
01-4311-4221.0000	UTILITIES/PHI AMARO/FRANK// AMARO/FRANK// AMARO/FRANK// AMARO/FRANK// MAGDALENO/ANTHONY// MAGDALENO/ANTHONY//	CELL-DEC-19 CELL-JAN-20 CELL-FEB-20 CELL-MAR-20 9266256180 9282602996	REIMB EMP/CELL PHN/DEC 20 REIMB EMP/CELL PHN/JAN 20: REIMB EMP/CELL PHN/FEB 20 REIMB EMP/CELL PHN/MAR 20 REIMB EMP/CELL PHN/FEB 20 REIMB EMP/CELL PHN/APR 20	61244 61244 61244 61244 61234 61234	01/02/2020 02/02/2020 03/02/2020 04/02/2020 02/06/2020 04/06/2020	04/01/2020 04/01/2020 04/01/2020 04/02/2020 04/01/2020 04/06/2020	40.00 40.00 40.00 40.00 40.00 40.00
							240.00
							Total Dept. PUBLIC WORKS: 2,100.37
Dept: 4312 ENGINEERING							
01-4312-4200.0000	CONTRACT S UNDERGROUND SERVICE A UNDERGROUND SERVICE A	420200309 DSB20192130	MAY 2020 DIG ALERT NOTICE: MAY 2020 CA STATE FEE FOR	61254 61254	05/01/2020 05/01/2020	05/01/2020 05/01/2020	38.05 10.83
							48.88
							Total Dept. ENGINEERING: 48.88
Dept: 4314 BUILDING							
01-4314-4242.0000	STRONG MOT DEPARTMENT OF CONSERV	DOC200101-200331	JAN - MAR 2020/SMIP FEES	61246	04/29/2020	04/29/2020	3,007.55
							3,007.55
							Total Dept. BUILDING: 3,007.55
Dept: 4417 LEE WARE POOL							
01-4417-4330.0000	SPECIAL SUP WATERLINE TECHNOLOGIE	5489537	LEE WARE POOL SUPPLIES	61243	04/14/2020	04/14/2020	55.85
							55.85
							Total Dept. LEE WARE POOL: 55.85
Dept: 4418 NEIGHBORHOOD PAF							
01-4418-4151.0000	BUILDING & G FACILITY WERX INC. GANAHL LUMBER COMPANY	CHG0413T 060551094	MAINT SUPPLIES - NEW TISSU LANDSCAPING SUPPLIES	61230 61231	04/13/2020 04/21/2020	04/13/2020 04/21/2020	489.68 36.61
							526.29
01-4418-4151.0500	LEEWARE PA GANAHL LUMBER COMPANY	060548866	MAINT SUPPLIES - LEE WARE	61231	04/15/2020	04/15/2020	35.83
							35.83
01-4418-4151.0800	FURGESON GANAHL LUMBER COMPANY	060546909	MAINT SUPPLIES - FURGESON	61231	04/09/2020	04/09/2020	71.14
							71.14
01-4418-4220.0000	UTILITIES/ELE						

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	SOUTHERN CALIF EDISON C	8414-MARAPR20	2.21-3.23.20, 3.1-4.1.20 SER	61241	04/23/2020	04/23/2020	447.01
	SOUTHERN CALIF EDISON C	8414-MARAPR20	2.21-3.23.20, 3.1-4.1.20 SER	61241	04/23/2020	04/23/2020	85.14
	SOUTHERN CALIF EDISON C	8414-MARAPR20	2.21-3.23.20, 3.1-4.1.20 SER	61241	04/23/2020	04/23/2020	186.05
	SOUTHERN CALIF EDISON C	8414-MARAPR20	2.21-3.23.20, 3.1-4.1.20 SER	61241	04/23/2020	04/23/2020	1.72
	SOUTHERN CALIF EDISON C	8414-MARAPR20	2.21-3.23.20, 3.1-4.1.20 SER	61241	04/23/2020	04/23/2020	853.10
	SOUTHERN CALIF EDISON C	8414-MARAPR20	2.21-3.23.20, 3.1-4.1.20 SER	61241	04/23/2020	04/23/2020	128.26
	SOUTHERN CALIF EDISON C	8414-MARAPR20	2.21-3.23.20, 3.1-4.1.20 SER	61241	04/23/2020	04/23/2020	13.98
	SOUTHERN CALIF EDISON C	8414-MARAPR20	2.21-3.23.20, 3.1-4.1.20 SER	61241	04/23/2020	04/23/2020	37.96
							1,753.22
01-4418-4220.1885	UTIL/ELEC/22:						
	SOUTHERN CALIF EDISON C	7254-FEBMAR20	02.20 - 03.20.20 SER PER	61240	04/22/2020	04/22/2020	117.52
	SOUTHERN CALIF EDISON C	7254-FEBMAR20	02.20 - 03.20.20 SER PER	61240	04/22/2020	04/22/2020	549.80
							667.32
01-4418-4220.1886	UTIL/ELEC/22:						
	SOUTHERN CALIF EDISON C	7254-FEBMAR20	02.20 - 03.20.20 SER PER	61240	04/22/2020	04/22/2020	110.89
	SOUTHERN CALIF EDISON C	7254-FEBMAR20	02.20 - 03.20.20 SER PER	61240	04/22/2020	04/22/2020	188.91
							299.80
							ept. NEIGHBORHOOD PARK/FIELDS: 3,353.60
Dept: 4421 RECREATION SPECIA							
01-4421-4331.0035	MEMORIAL D/						
	GANAHL LUMBER COMPANY	060551435	MEMORIAL DAY SUPPLIES	61247	04/21/2020	04/21/2020	19.07
	GANAHL LUMBER COMPANY	060552438	MEMORIAL DAY SUPPLIES	61247	04/23/2020	04/23/2020	53.70
							72.77
							ept. RECREATION SPECIAL EVENTS: 72.77
Dept: 4426 ALTERNATIVE TO GA							
01-4426-4221.0000	UTILITIES/PHI						
	VARGAS/ERNEST//	CELL-OCT-19	REIMB EMP/CELL PHN/OCT 20	61256	11/07/2019	04/01/2020	40.00
	VARGAS/ERNEST//	CELL-NOV-19	REIMB EMP/CELL PHN/NOV 20	61256	12/07/2019	04/01/2020	40.00
	VARGAS/ERNEST//	CELL-DEC-19	REIMB EMP/CELL PHN/DEC 20	61256	01/07/2020	04/01/2020	40.00
	VARGAS/ERNEST//	CELL-JAN-20	REIMB EMP/CELL PHN/JAN 20	61256	02/07/2020	04/01/2020	40.00
	VARGAS/ERNEST//	CELL-FEB-20	REIMB EMP/CELL PHN/FEB 20	61256	03/07/2020	04/01/2020	40.00
	VARGAS/ERNEST//	CELL-MAR-20	REIMB EMP/CELL PHN/MAR 20	61256	04/07/2020	04/07/2020	40.00
							240.00
							ALTERNATIVE TO GANG MEMBERSHIP: 240.00
							tal Fund GENERAL FUND: 62,050.90
Fund: 11 ADMIN COSTS - SARDA							
Dept: 4901 ADMINISTRATIVE SUI							
11-4901-4200.0000	CONTRACT S						
	GOVERNMENTAL FINANCIAL	GSF200501	APR 2020 SVCS BANK RECON	61248	05/01/2020	05/01/2020	65.00
							65.00
							tal Dept. ADMINISTRATIVE SUPPORT: 65.00
							1 ADMIN COSTS - SARDA: 65.00
Fund: 21 LIGHTING/LANDSCAPIN							
Dept: 4340 PW/STREET MAINTEN							
21-4340-4150.0000	EQUIPMENT M						
	JACK'S LAWNMOWER SHOF	42720	EQUIPMENT MAINT - WEED E/	61249	04/27/2020	04/27/2020	118.00
	JACK'S LAWNMOWER SHOF	4277	EQUIPMENT MAINT -	61249	04/27/2020	04/27/2020	240.72
							358.72
21-4340-4220.0000	UTILITIES/ELE						

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SOUTHERN CALIF EDISON C		2897-MAR20	03.19 - 04.17.20 SER PER	61236	04/22/2020	04/22/2020	0.39
SOUTHERN CALIF EDISON C		2897-MAR20	03.19 - 04.17.20 SER PER	61236	04/22/2020	04/22/2020	10.83
SOUTHERN CALIF EDISON C		7477-MAR20	03.19 - 04.17.20 SER PER	61237	04/22/2020	04/22/2020	0.09
SOUTHERN CALIF EDISON C		7477-MAR20	03.19 - 04.17.20 SER PER	61237	04/22/2020	04/22/2020	10.32
SOUTHERN CALIF EDISON C		8414-MARAPR20	2.21-3.23.20, 3.1-4.1.20 SER	61241	04/23/2020	04/23/2020	2.79
SOUTHERN CALIF EDISON C		8414-MARAPR20	2.21-3.23.20, 3.1-4.1.20 SER	61241	04/23/2020	04/23/2020	2.79
SOUTHERN CALIF EDISON C		8414-MARAPR20	2.21-3.23.20, 3.1-4.1.20 SER	61241	04/23/2020	04/23/2020	11.23
SOUTHERN CALIF EDISON C		8414-MARAPR20	2.21-3.23.20, 3.1-4.1.20 SER	61241	04/23/2020	04/23/2020	11.23
SOUTHERN CALIF EDISON C		6541-MARAPR20	02.21 - 03.23.20 SER PER	61239	04/23/2020	04/23/2020	0.20
SOUTHERN CALIF EDISON C		6541-MARAPR20	02.21 - 03.23.20 SER PER	61239	04/23/2020	04/23/2020	27.39
SOUTHERN CALIF EDISON C		6541-MARAPR20	02.21 - 03.23.20 SER PER	61239	04/23/2020	04/23/2020	0.16
SOUTHERN CALIF EDISON C		6541-MARAPR20	02.21 - 03.23.20 SER PER	61239	04/23/2020	04/23/2020	10.61
SOUTHERN CALIF EDISON C		6541-MARAPR20	02.21 - 03.23.20 SER PER	61239	04/23/2020	04/23/2020	48.33
SOUTHERN CALIF EDISON C		6541-MARAPR20	02.21 - 03.23.20 SER PER	61239	04/23/2020	04/23/2020	10.49
SOUTHERN CALIF EDISON C		6541-MARAPR20	02.21 - 03.23.20 SER PER	61239	04/23/2020	04/23/2020	10.21
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	27.48
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	17.31
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	17.23
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	11.97
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	20.38
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	10.88
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	21.29
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	12.28
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	20.26
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	29.13
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	22.11
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	19.50
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	15.73
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	41.93
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	62.71
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	49.20
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	35.41
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	52.47
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	34.92
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	32.73
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	50.83
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	61.92
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	50.06
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	43.93
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	44.13
SOUTHERN CALIF EDISON C		1134-MARAPR20	02.24-03.24.20 SER PER 03.19	61238	04/24/2020	04/24/2020	48.24

1,011.09

al Dept. PW/STREET MAINTENANCE: 1,369.81

LDSCAPING ASSESMENT: 1,369.81

Fund: 30 CAPITAL PROJECTS
Dept: 4909 CAPITAL PROJECTS
 30-4909-5213.0000 CAMERAS

DG INVESTMENT INTERMEC	601SJ7706-2	CITY-WIDE VIDEO SURVEILLA	61229	01/21/2020	04/01/2020	9,806.16
DG INVESTMENT INTERMEC	601SJ7706-3	CITY-WIDE VIDEO SURVEILLA	61229	02/17/2020	04/01/2020	56,252.19

66,058.35

Total Dept. CAPITAL PROJECTS: 66,058.35

und CAPITAL PROJECTS: 66,058.35

Grand Total: 129,544.06

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Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	62,050.90	0.00
11	ADMIN COSTS - SARDA	65.00	0.00
21	LIGHTING/LANDSCAPING ASSESMENT	1,369.81	0.00
30	CAPITAL PROJECTS	66,058.35	0.00
Grand Total:		129,544.06	0.00

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Fund: 01 GENERAL FUND							
Dept: 0000 ASSETS							
01-0000-2145.0000	DEVELOPME DUDEK	202002497	02.29 - 03.27.20 PROF SVCS	1054560	04/17/2020	04/17/2020	3,188.81
							<u>3,188.81</u>
01-0000-2149.0000	LIABILITY INS ALLIANT INSURANCE SERV	ALLIANT200101-200331	JAN-MAR 2020 HAWAGAR-01 (1054545	04/27/2020	04/27/2020	956.00
							<u>956.00</u>
Total Dept. ASSETS:							4,144.81
Dept: 4120 CITY MANAGER							
01-4120-4221.0000	UTILITIES/PH LESLIE/BRITTANY//	CELL-APR-20	REIMB EMP/CELL PHN/APR 20	1054548	04/19/2020	04/19/2020	60.00
							<u>60.00</u>
01-4120-4500.4120	COVID19 CM SIR SPEEDY PRINTING &	100840	COVID-19 MAILERS	1054566	04/21/2020	04/21/2020	1,319.52
							<u>1,319.52</u>
01-4120-4500.4140	COVID19 CITY STAPLES BUSINESS ADVAN	3445720239	CITY CLERK SUPPLIES	1054569	04/25/2020	04/25/2020	390.90
							<u>390.90</u>
01-4120-4500.4193	COVID 19 COI MOLI-MEX INC.	25030	COVID-19 PREVENTION POST	1054564	03/20/2020	04/01/2020	957.63
							<u>957.63</u>
01-4120-4500.4311	COVID19 SUP ALAN'S LAWN & GARDEN CE ALAN'S LAWN & GARDEN CE SUPERCO SPECIALTY PROJ	940138 941636 PSI333699	FACE MASKS FOR ALL STAFF KN95 FACE MASKS PROTECTI JANITORIAL - SANITIZER/	1054543 1054556 1054554	04/13/2020 04/21/2020 03/30/2020	04/13/2020 04/21/2020 04/01/2020	551.86 787.30 445.42
							<u>1,784.58</u>
Total Dept. CITY MANAGER:							4,512.63
Dept: 4150 FINANCE DEPARTMEI							
01-4150-4300.0000	OFFICE SUPP STAPLES BUSINESS ADVAN	3445363402	OFFICE SUPPLIES/TONER	1054552	04/18/2020	04/18/2020	400.00
							<u>400.00</u>
01-4150-4300.0001	OFFICE SUPP STAPLES BUSINESS ADVAN	3445363402	OFFICE SUPPLIES/TONER	1054552	04/18/2020	04/18/2020	359.15
							<u>359.15</u>
01-4150-4330.4190	CITY SUPPLIE STAPLES BUSINESS ADVAN	3445720240	CITY HALL BREAK ROOM SUP	1054570	04/25/2020	04/25/2020	250.13
							<u>250.13</u>
Total Dept. FINANCE DEPARTMENT:							1,009.28
Dept: 4180 PLANNING							
01-4180-4200.0000	CONTRACT S WILLDAN ENGINEERING	00713107	03.02 - 04.03.20 PROF STAFFIN	1054574	04/20/2020	04/20/2020	16,954.00
							<u>16,954.00</u>
01-4180-4221.0000	UTILITIES/PH NGUYEN/KEVIN// NGUYEN/KEVIN// NGUYEN/KEVIN//	CELL-FEB-20 CELL-MAR-20 CELL-APR-20	REIMB EMP/CELL PHN/FEB 20 REIMB EMP/CELL PHN/MAR 20 REIMB EMP/CELL PHN/APR 20	1054550 1054550 1054550	02/23/2020 03/23/2020 04/23/2020	04/01/2020 04/01/2020 04/23/2020	40.00 40.00 40.00
							<u>120.00</u>

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Total Dept. PLANNING:							17,074.00
Dept: 4201 EMPLOYEE BENEFITS							
01-4201-4142.0001	CAFETERIA IN						
	AMERICAN FAMILY LIFE ASS	319466	APR 2020 SUPPLEMENTAL	1054558	04/11/2020	04/11/2020	5,106.84
	COLONIAL LIFE INSURANCE	7122591-0401380	APR 2020 SUPPLEMENTAL LIF	1054559	04/09/2020	04/09/2020	828.87
	COLONIAL LIFE INSURANCE	7122591-0501351	MAY 2020 SUPPLEMENTAL LIF	1054559	05/09/2020	05/09/2020	828.87
	STANDARD INSURANCE CO	MAY 2020	MAY 2020 SUPPLEMENTAL LIF	1054568	04/14/2020	04/14/2020	2,417.77
	THE ADVANTAGE GROUP	119021	MAR 2020 FLEX PLAN	1054572	03/31/2020	04/01/2020	33.25
	THE ADVANTAGE GROUP	119021	MAR 2020 FLEX PLAN	1054572	03/31/2020	04/01/2020	125.40
	THE ADVANTAGE GROUP	119021	MAR 2020 FLEX PLAN	1054572	03/31/2020	04/01/2020	50.00
	THE ADVANTAGE GROUP	119821	APR 2020 FLEX PLAN	1054572	04/30/2020	04/30/2020	33.25
	THE ADVANTAGE GROUP	119821	APR 2020 FLEX PLAN	1054572	04/30/2020	04/30/2020	125.40
	THE ADVANTAGE GROUP	119821	APR 2020 FLEX PLAN	1054572	04/30/2020	04/30/2020	50.00
Total Dept. EMPLOYEE BENEFITS:							9,599.65
Dept: 4210 PUBLIC SAFETY							
01-4210-4124.0000	ANIMAL CONT						
	ALL CITY ANIMAL TRAPPING	77115	04.20.20 12430 CARSON ST	1054544	04/28/2020	04/28/2020	50.00
	ALL CITY ANIMAL TRAPPING	77570	04.24.20 21817 CLARKDALE AV	1054557	05/01/2020	05/01/2020	50.00
	ALL CITY ANIMAL TRAPPING	77584	04.30.20 12232 213TH ST	1054557	05/05/2020	05/05/2020	50.00
Total Dept. PUBLIC SAFETY:							150.00
Dept: 4311 PUBLIC WORKS							
01-4311-4151.0000	BUILDING & G						
	241-PRAXAIR DISTRIBUTION	96107141	MAINT - WELDING SUPPLIES	1054541	04/18/2020	04/18/2020	68.33
	SANI-TEC USA	88693	JANITORIAL SUPPLIES	1054565	04/30/2020	04/30/2020	1,181.33
Total Dept. PUBLIC SAFETY:							1,249.66
01-4311-4151.0100	BLDG & GROU						
	JEFFERSON/JOSEPH TEE//	1465	REPLACEMENT LIGHTS/LED	1054547	03/04/2020	04/01/2020	2,800.00
Total Dept. PUBLIC SAFETY:							2,800.00
01-4311-4151.0200	BLDG & GROU						
	HERNANDEZ/FELIPE//	882105	4.26-27.20 LOCATED/REPAIRE	1054561	04/27/2020	04/27/2020	500.00
	VICTORY LOCK AND KEY	10706	LOCKSMITH/KEYS	1054573	01/31/2020	04/01/2020	178.14
	VICTORY LOCK AND KEY	10752	PM SERVICE - LOCKSMITH	1054573	01/31/2020	04/01/2020	128.75
Total Dept. PUBLIC SAFETY:							806.89
01-4311-4151.0300	BLDG & GROU						
	MARTINEZ/LINO//	4029	03.20.20 JANITORIAL SVC LW'	1054563	04/21/2020	04/21/2020	790.00
Total Dept. PUBLIC SAFETY:							790.00
01-4311-4151.0400	BLDG & GROU						
	HERNANDEZ/FELIPE//	882101	APR 2020 - 11940 CARSON ST	1054546	04/20/2020	04/20/2020	500.00
Total Dept. PUBLIC SAFETY:							500.00
01-4311-4151.5000	TEEN CENTE						
	HERNANDEZ/FELIPE//	882102	APR 2020 - 22325 NORWALK B	1054546	04/20/2020	04/20/2020	300.00
Total Dept. PUBLIC SAFETY:							300.00
01-4311-4200.0000	CONTRACT S						
	HERNANDEZ/FELIPE//	882104	APR 2020 - 22130 WARDHAM	1054546	04/20/2020	04/20/2020	300.00
	MARTINEZ/LINO//	4030	03.21.20 JANITORIAL SVC REC	1054563	04/21/2020	04/21/2020	1,630.00
Total Dept. PUBLIC SAFETY:							1,930.00
01-4311-4200.0010	Lanscaping Cii						
	WILLIAMS/ROGER//IRREVO	4519	APR 2020 - POCKET PARKS	1054575	04/30/2020	04/30/2020	120.00

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							120.00
01-4311-4221.0000	UTILITIES/PHI						
	NAVA/SALVADOR//	9283822330	REIMB EMP/CELL PHN/MAR 20	1054549	04/10/2020	04/10/2020	40.00
	POLANCO/LUIS//	CELL-FEB-20	REIMB EMP/CELL PHN/FEB 20	1054551	02/24/2020	04/01/2020	40.00
	POLANCO/LUIS//	CELL-MAR-20	REIMB EMP/CELL PHN/MAR 20	1054551	03/24/2020	04/01/2020	40.00
	POLANCO/LUIS//	CELL-APR-20	REIMB EMP/CELL PHN/APR 20	1054551	04/24/2020	04/24/2020	40.00
							160.00
							Total Dept. PUBLIC WORKS: 8,656.55
Dept: 4312 ENGINEERING							
01-4312-4200.0000	CONTRACT S						
	ADVANCED APPLIED ENGIN	24972	03.01 - 03.31.20 PROF SVCS	1054542	03/31/2020	04/01/2020	26,052.00
	WILLDAN ENGINEERING	00618965	02.28.20 PROF ENGINEERING	1054574	03/24/2020	04/01/2020	292.50
							26,344.50
							Total Dept. ENGINEERING: 26,344.50
Dept: 4314 BUILDING							
01-4314-4200.0000	CONTRACT S						
	WILLDAN ENGINEERING	00222539	03.01 - 03.20.20 PROF STAFFIN	1054555	04/10/2020	04/10/2020	7,800.00
							7,800.00
							Total Dept. BUILDING: 7,800.00
Dept: 4416 LEE WARE PARK							
01-4416-4300.0000	OFFICE SUPP						
	STAPLES BUSINESS ADVAN	121100789292213	LEE WARE PARK SUPPLIES C	1054553	08/02/2019	04/01/2020	-108.28
							-108.28
							Total Dept. LEE WARE PARK: -108.28
Dept: 4418 NEIGHBORHOOD PAF							
01-4418-4151.0500	LEEWARE PA						
	JEFFERSON/JOSEPH TEE//	1466	ELECTRICAL - LED FIXTURES	1054547	03/04/2020	04/01/2020	551.25
							551.25
01-4418-4200.0000	CONTRACT S						
	WILLIAMS/ROGER//IRREVO	4519	APR 2020 - POCKET PARKS	1054575	04/30/2020	04/30/2020	360.00
							360.00
							Dept. NEIGHBORHOOD PARK/FIELDS: 911.25
Dept: 4419 SENIOR CITIZENS CE							
01-4419-4110.0000	AUTOMOTIVE						
	SMITH/JEFF//	63-200506	UNIT 63 - OIL CHANGE/FILL	1054567	05/06/2020	05/06/2020	72.97
							72.97
01-4419-4200.0000	CONTRACT S						
	HUMAN SERVICES ASSOCI/A	033120206	MAR 2020 SENIOR MEALS	1054562	05/04/2020	05/04/2020	9,785.75
							9,785.75
01-4419-4330.0000	SPECIAL SUP						
	STAPLES BUSINESS ADVAN	3416275292	SENIORS SUPPLIES	1054553	06/08/2019	04/01/2020	607.69
	STAPLES BUSINESS ADVAN	3445363403	SENIORS SUPPLIES	1054571	04/18/2020	04/18/2020	455.48
							1,063.17
							Total Dept. SENIOR CITIZENS CENTER: 10,921.89
Dept: 4421 RECREATION SPECIA							
01-4421-4331.0000	SPECIAL EVE						
	STAPLES BUSINESS ADVAN	3445017497	CRL SUPPLIES	1054553	04/11/2020	04/11/2020	111.73

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							111.73
01-4421-4331.0020	CARNIVAL						
	MOLI-MEX INC.	25026	CARNIVAL GIVEAWAYS	1054564	03/05/2020	04/01/2020	3,199.90
	MOLI-MEX INC.	24992	CARNIVAL HATS	1054564	01/31/2020	04/01/2020	1,195.72
							4,395.62
01-4421-4331.0026	CORPORATE						
	MOLI-MEX INC.	25024	CORPORATE CHALLENGE FLY	1054564	03/05/2020	04/01/2020	295.50
							295.50
							Dept. RECREATION SPECIAL EVENTS: 4,802.85
Dept: 4423 TEEN CENTER							
01-4423-4410.0000	EQUIPMENT						
	MOLI-MEX INC.	25028	TEEN CENTER EQUIPMENT	1054564	03/17/2020	04/01/2020	1,483.31
							1,483.31
							Total Dept. TEEN CENTER: 1,483.31
							tal Fund GENERAL FUND: 97,302.44
Fund: 10 COMMUNITY DEVELOPI							
Dept: 4419 SENIOR CITIZENS CE							
10-4419-4200.0000	CONTRACT S						
	HUMAN SERVICES ASSOCIA	033120206	MAR 2020 SENIOR MEALS	1054562	05/04/2020	05/04/2020	2,821.00
							2,821.00
							tal Dept. SENIOR CITIZENS CENTER: 2,821.00
							VELOPMENT BLOCK GT: 2,821.00
Fund: 21 LIGHTING/LANDSCAPIN							
Dept: 4340 PW/STREET MAINTEN							
21-4340-4159.0000	PARKWAY/ME						
	HERNANDEZ/FELIPE//	882103	APR 2020 -CARSON ST GARDE	1054546	04/20/2020	04/20/2020	1,800.00
	WILLIAMS/ROGER//IRREVO	4518	APR 2020 -226TH ST GROUND.	1054575	04/30/2020	04/30/2020	640.00
	WILLIAMS/ROGER//IRREVO	4521	APR 2020 - BIKE PATH MAINT	1054575	04/30/2020	04/30/2020	80.00
							2,520.00
							al Dept. PW/STREET MAINTENANCE: 2,520.00
							LANDSCAPING ASSESMENT: 2,520.00
Fund: 29 PHA - LOW MOD HOUSI							
Dept: 4910 HOUSING							
29-4910-4151.0000	BUILDING & C						
	WILLIAMS/ROGER//IRREVO	4520	APR 2020 - 1/2 ACRE LOT	1054575	04/30/2020	04/30/2020	894.00
	WILLIAMS/ROGER//IRREVO	4522	APR 2020 - 22434 NORWALK B	1054575	04/30/2020	04/30/2020	370.00
	WILLIAMS/ROGER//IRREVO	4523	APR 2020 - 22211 NORWALK B	1054575	04/30/2020	04/30/2020	140.00
							1,404.00
							Total Dept. HOUSING: 1,404.00
							HA - LOW MOD HOUSING: 1,404.00
							Grand Total: 104,047.44

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Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	97,302.44	0.00
10	COMMUNITY DEVELOPMENT BLOCK GT	2,821.00	0.00
21	LIGHTING/LANDSCAPING ASSESMENT	2,520.00	0.00
29	PHA - LOW MOD HOUSING	1,404.00	0.00
Grand Total:		104,047.44	0.00

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01-4311-4218.4671	UTIL/GAS/223 SO CAL GAS	SCGAS200409-200508	04.09 - 05.08.20 SER PER	872	05/12/2020	05/12/2020	474.33
							474.33
01-4311-4218.4771	UTIL/GAS/221 SO CAL GAS	SCGAS200409-200508	04.09 - 05.08.20 SER PER	872	05/12/2020	05/12/2020	58.61
							58.61
01-4311-4219.1940	UTILITIES/WA GOLDEN STATE WATER CO	220163-APR20	04.02 - 05.04.20 SER PER 1194	855	05/05/2020	05/05/2020	265.32
							265.32
							Total Dept. PUBLIC WORKS: 3,200.73
Dept: 4410 PARK AND RECREAT							
01-4410-4110.0000	AUTOMOTIVE CHEVRON AND TEXACO UN	64402879	02.16 - 03.15.20 FUEL PURCHA	849	03/15/2020	03/15/2020	95.22
							95.22
							Total Dept. PARK AND RECREATION: 95.22
Dept: 4418 NEIGHBORHOOD PAF							
01-4418-4219.0000	UTILITIES/WA GOLDEN STATE WATER CO	810092-APR20	04.02 - 05.04.20 SER PER 2202	868	05/05/2020	05/05/2020	90.19
	GOLDEN STATE WATER CO	303895-APR20	04.02 - 05.04.20 SER PER 2232	858	05/05/2020	05/05/2020	212.89
	GOLDEN STATE WATER CO	948953-APR20	04.03 - 05.06.20 SER PER 1190	871	05/06/2020	05/06/2020	26.55
	GOLDEN STATE WATER CO	547430-APR20	04.03 - 05.05.20 SER PER 2200	864	05/06/2020	05/06/2020	251.99
	GOLDEN STATE WATER CO	400920-APR20	04.02 - 05.06.20 SER PER 2210	861	05/06/2020	05/06/2020	232.48
	GOLDEN STATE WATER CO	257430-APR20	04.03 - 05.06.20 SER PER 2220	857	05/06/2020	05/06/2020	837.98
	GOLDEN STATE WATER CO	847430-APR20	04.03 - 05.05.20 SER PER 2230	869	05/06/2020	05/06/2020	246.12
	GOLDEN STATE WATER CO	247430-APR20	04.03 - 05.05.20 SER PER	856	05/06/2020	05/06/2020	246.71
							2,144.91
							ept. NEIGHBORHOOD PARK/FIELDS: 2,144.91
Dept: 4419 SENIOR CITIZENS CE							
01-4419-4110.0000	AUTOMOTIVE CHEVRON AND TEXACO UN	64402879	02.16 - 03.15.20 FUEL PURCHA	849	03/15/2020	03/15/2020	18.94
							18.94
							tal Dept. SENIOR CITIZENS CENTER: 18.94
							tal Fund GENERAL FUND: 8,439.44
Fund: 02 STATE GAS FUND							
Dept: 4340 PW/STREET MAINTEN							
02-4340-4110.0000	AUTOMOTIVE EXXON MOBIL FLEET SERVI	65396041	APR 2020 - P.W. FLEET FUEL	850	05/11/2020	05/11/2020	-70.36
	EXXON MOBIL FLEET SERVI	65396041	APR 2020 - P.W. FLEET FUEL	850	05/11/2020	05/11/2020	1,172.54
	EXXON MOBIL FLEET SERVI	65396041	APR 2020 - P.W. FLEET FUEL	850	05/11/2020	05/11/2020	-3.84
							1,098.34
02-4340-4200.0000	CONTRACT S MISSION LINEN & UNIFORM	512171550	04.01.20 UNIFORMS, TOWELS,	851	04/01/2020	04/01/2020	351.31
	MISSION LINEN & UNIFORM	512217841	04.08.20 UNIFORMS, TOWELS,	851	04/08/2020	04/08/2020	371.06
	MISSION LINEN & UNIFORM	512267075	04.15.20 UNIFORMS, TOWELS,	851	04/15/2020	04/15/2020	353.01
	MISSION LINEN & UNIFORM	512318457	04.22.20 UNIFORMS, TOWELS,	851	04/22/2020	04/22/2020	344.03
	MISSION LINEN & UNIFORM	512357003	04.29.20 UNIFORMS, TOWELS,	851	04/29/2020	04/29/2020	353.01
							1,772.42
							al Dept. PW/STREET MAINTENANCE: 2,870.76

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I Fund STATE GAS FUND:							2,870.76
Fund: 06 PROPOSITION C							
Dept: 4510 PARATRANSIT PROG							
06-4510-4110.0000 AUTOMOTIVE							
	CHEVRON AND TEXACO UN	64402879	02.16 - 03.15.20 FUEL PURCHA	849	03/15/2020	03/15/2020	759.73
							759.73
otal Dept. PARATRANSIT PROGRAM:							759.73
tal Fund PROPOSITION C:							759.73
Fund: 07 PROPOSITION A							
Dept: 4511 RECREATIONAL TRAI							
07-4511-4110.0000 AUTOMOTIVE							
	CHEVRON AND TEXACO UN	64402879	02.16 - 03.15.20 FUEL PURCHA	849	03/15/2020	03/15/2020	759.73
							759.73
RECREATIONAL TRANSIT PROGRAM:							759.73
tal Fund PROPOSITION A:							759.73
Fund: 21 LIGHTING/LANDSCAPIN							
Dept: 4340 PW/STREET MAINTEN							
21-4340-4219.0000 UTILITIES/WA							
	GOLDEN STATE WATER CO	134920-APR20	04.02 - 05.04.20 SER PER	854	05/05/2020	05/05/2020	79.29
	GOLDEN STATE WATER CO	112194-APR20	04.02 - 05.04.20 SER PER 2232	853	05/05/2020	05/05/2020	222.75
	GOLDEN STATE WATER CO	538663-APR20	04.02 - 05.04.20 SER PER 2241	863	05/05/2020	05/05/2020	243.66
	GOLDEN STATE WATER CO	323893-APR20	04.02 - 05.04.20 SER PER 1194	859	05/05/2020	05/05/2020	188.38
	GOLDEN STATE WATER CO	463254-APR20	04.03 - 05.05.20 SER PER 1252	862	05/06/2020	05/06/2020	89.91
	GOLDEN STATE WATER CO	657430-APR20	04.03 - 05.05.20 SER PER ON	865	05/06/2020	05/06/2020	217.16
	GOLDEN STATE WATER CO	757430-APR20	04.03 - 05.05.20 SER PER ON	867	05/06/2020	05/06/2020	323.21
	GOLDEN STATE WATER CO	737430-APR20	04.03 - 05.05.20 SER PER 1197	866	05/06/2020	05/06/2020	707.44
	GOLDEN STATE WATER CO	857430-APR20	04.03 - 05.05.20 SER PER	870	05/06/2020	05/06/2020	116.40
	GOLDEN STATE WATER CO	001134-APR20	04.03 - 05.05.20 SER PER 2163	852	05/06/2020	05/06/2020	95.21
	GOLDEN STATE WATER CO	357430-APR20	04.03 - 05.05.20 SER PER 1234	860	05/06/2020	05/06/2020	527.15
							2,810.55
al Dept. PW/STREET MAINTENANCE:							2,810.55
LANDSCAPING ASSESMENT:							2,810.55
Grand Total:							15,640.21

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
01	GENERAL FUND	8,439.44	0.00
02	STATE GAS FUND	2,870.76	0.00
06	PROPOSITION C	759.73	0.00
07	PROPOSITION A	759.73	0.00
21	LIGHTING/LANDSCAPING ASSESMENT	2,810.55	0.00
Grand Total:		15,640.21	0.00



CITY OF HAWAIIAN GARDENS CITY COUNCIL STAFF REPORT

Agenda Item No. B-9
City Manager: [Signature]

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Joseph Colombo, Community Development Director
Neema Ghanbari, Assistant Engineer

SUBJECT: RESOLUTION NO. 041-2020
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IDENTIFYING THE STREET IMPROVEMENT PROJECTS AND ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2020-2021 PURSUANT TO SENATE BILL 1 ROAD MAINTANANCE REHABILITATION ACCOUNT (RMRA) FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

SUMMARY

On April 28, 2017, the Governor of California signed Senate Bill (SB 1), the Road Repair and Accountability Act of 2017, also known as the Road Maintenance and Rehabilitation Account (RMRA). SB-1 provides additional state funding to address basic road maintenance, rehabilitation, and critical safety needs on highways and local streets, which is funded by a per gallon fuel tax and vehicle registration fees.

The City of Hawaiian Gardens is projected to receive \$253,086.00 in SB-1 funds in Fiscal Year 2020-2021 that can be used for the Street Improvement Project – FY 2020-2021.

In order to be eligible for the Local Streets and Roads Fiscal Year 2020-21 program apportionments, cities and counties must submit an adopted list of projects to the California Transportation Commission (CTC) pursuant to Streets and Highways Code (SHC) section 2034(a).

In accordance with the 2021 Local Streets and Roads Funding Program Guidelines, staff is providing a Resolution for adopting Fiscal Year 2020-2021 list of projects. The adopted Resolution will be submitted to the CTC for processing and acceptance

DISCUSSION

The Street Improvement Project - FY 2020-2021 budget is anticipated to be a total of \$490,176.00 and funded by a combination of CDBG funds (\$100,247.00), Measure M funds (\$200,000.00) and Measure R funds (\$189,929.00).

The City is estimated to receive an additional \$253,086.00 SB-1 funds in Fiscal Year 2020-2021 as well. Pursuant to Streets and Highways Code (SHC) Section 2034, prior to receiving an apportionment of funds, each city or county is required to have identified RMRA eligible capital projects in a budget adopted by the City Council. In order for the City to receive said RMRA funding for FY 2020-2021, the City Council must adopt a resolution. Additionally, each City must submit a list of proposed street repairs to the California Transportation Commission (CTC) before the deadline of July 15, 2020.

SB-1 includes a Maintenance of Effort (MOE) requirement for local funds contributed to street and road repairs to help ensure the new funding augments existing budgets for road repairs. Specifically, it requires each city to spend no less than the annual average from its general fund during FY 2010 through FY 2012. The City's established MOE for using the RMRA funding is \$224,819.00. This average annual expenditure amount is the base-year match requirement that the City must meet annually in order to receive any RMRA fund allocations.

Due to COVID-19 crisis and the current economic impacts, the City Manager may defer the current street improvement into future fiscal years SB1 projects in order to mitigate the impacts of the MOE on the City's General Fund budget.

Staff is proposing to apply the \$253,086.00 funds to the Street Improvement Project – FY 2020-2021 and identify the Project as an RMRA eligible project.

Item	Fund	Budget
1.	CDBG FY 19/20	\$100,247.00
3.	Measure M	\$200,000.00
4.	Measure R	\$189,929.00
5.	SB-1	\$253,086.00
6.	General Fund MOE/SB1	\$224,819.00
Total		\$968,081.00

The Following list of streets are identified to be eligible for use of SB-1 funds for Street Improvement Project, FY 2020-2021:

1. Horst Avenue from Tilbury Street to 214th Street
2. Seine Avenue from Civic Center Drive to Carson Street
3. 224th Street from Norwalk Boulevard to Belshire Avenue

The following list of streets is identified for use of CDBG funds, for Street Improvement Project, FY 20-21:

1. Devlin Avenue from Carson Street to Civic Center Drive
2. 216th Street from Norwalk Boulevard to Horst Avenue

The following list of streets is identified to be eligible for use of Measure R and Measure M funds for Street Improvement Project, FY 2020-2021:

1. Juan Avenue from Carson Street to 214th Street
2. Belshire Avenue from 221st Street to 224th Street
3. 223rd Street from Juan Avenue to Norwalk Boulevard

FISCAL IMPACT

There is no impact to the General Fund. The RMRA Street Improvement Project – FY 2020-2021 will be funded for the FY 2020-2021 budget in the amount of \$253,0860.00. Due to COVID-19 crisis and the current economic impacts, the City Manager may defer the current street improvement into future fiscal years SB1 projects in order to mitigate the impacts of the MOE on the City's General Fund budget.

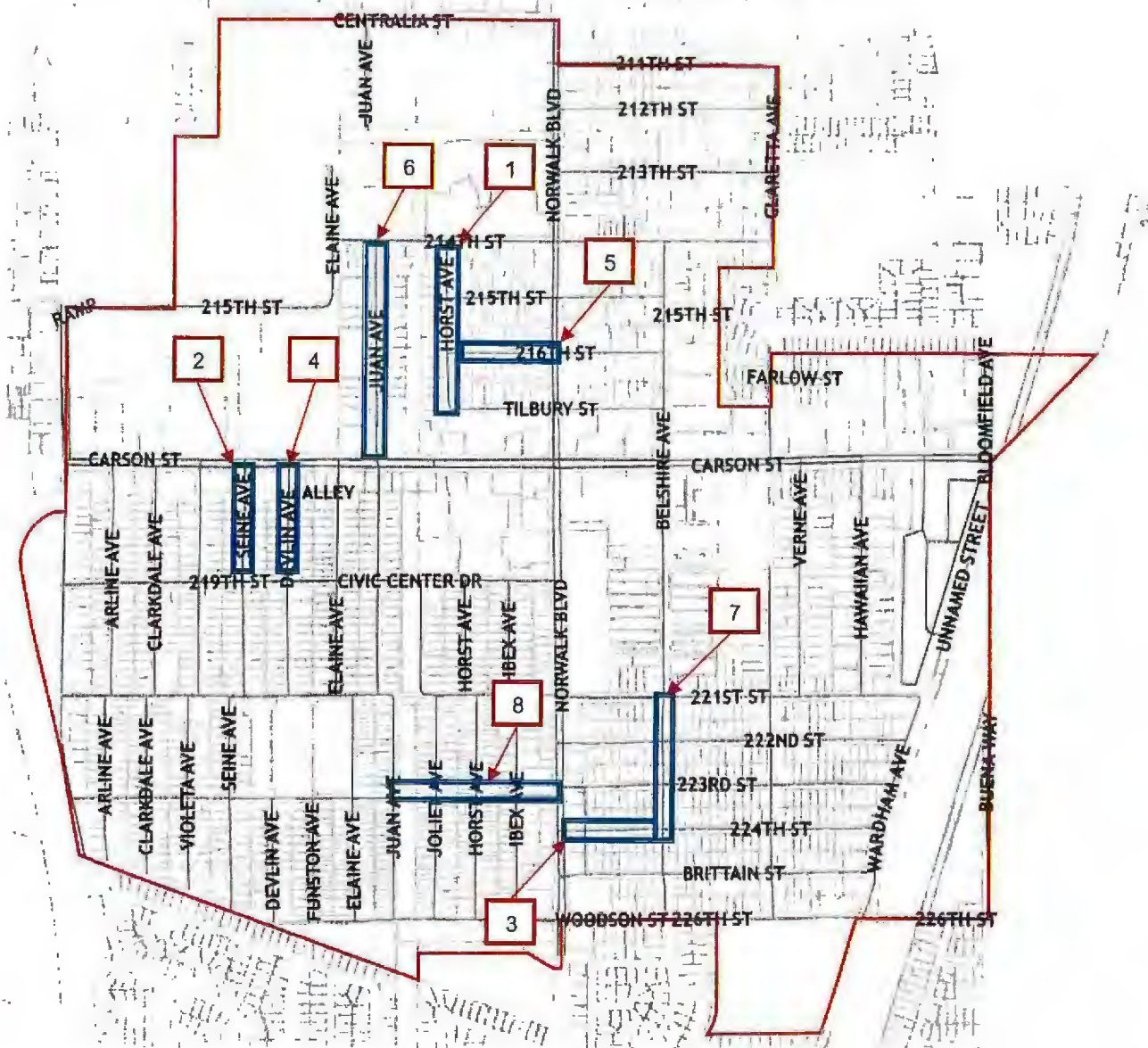
RECOMMENDATION

Adopt Resolution No. 041-2020 to receive and utilize SB-1 funding for the Street Improvement Project – FY 2020-2021

ATTACHMENTS

Resolution No. 041-2020
Project Location Map

Project Location Map



- 1- Horst Avenue from Tilbury Street to 214th Street
- 2- Seine Avenue from Civic Center Drive to Carson Street
- 3- 224th Street from Norwalk Boulevard to Belshire Avenue
- 4- Devlin Avenue from Carson Street to Civic Center Drive
- 5- 216th Street from Norwalk Boulevard to Horst Avenue
- 6- Juan Avenue from Carson Street to 214th Street
- 7- Belshire Avenue from 221st Street to 224th Street
- 8- 223rd Street from Juan Avenue to Norwalk Boulevard

**CITY OF HAWAIIAN GARDENS
RESOLUTION NO. 041-2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IDENTIFYING THE STREET IMPROVEMENT PROJECTS AND ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2020-2021 PURSUANT TO SENATE BILL 1 ROAD MAINTANANCE REHABILITATION ACCOUNT (RMRA) FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, the City Council approved the Street Improvement Project – FY 2020-2021 (“Street Project”) with a combined budget of \$743,262.00 as part of the City’s FY 2020-2021 Capital Improvement Program; and

WHEREAS, the Street Project is funded with \$100,247.00 of CDBG funds, \$200,000.00 of Measure M funds, and \$189,929.00 of Measure R funds, and \$253,086.00 from SB-1 funds; and

WHEREAS, on April 28, 2017 the Governor of California signed Senate Bill 1, the Road Repair and Accountability Act of 2017, also known as the Road Maintenance and Rehabilitation Account (RMRA), to address basic road maintenance, rehabilitation, and critical safety needs on highways and local streets, which is funded by a per gallon fuel tax and vehicle registration fees; and

WHEREAS, pursuant to Streets and Highways Code (SHC) Section 2034, each eligible city or county prior to receiving an apportionment of RMRA funds is required to have identified capital projects in a budget adopted or amended by the governing body that monies provided by RMRA will fund; and

WHEREAS, pursuant to SHC Section 2030, RMRA funds are to be prioritized for expenditure on basic road maintenance and rehabilitation projects, and on critical safety projects, railroad grade separations, complete streets components including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water recapture projects in conjunction with any other allowable project, and traffic control devices; and

WHEREAS, pursuant to SHC Section 2036, a city or county may spend its apportionment of RMRA funds for general fund transportation expenses in excess of the maintenance of effort requirement as calculated in the Street Report as the average general fund expenditures for street, road and highway purposes in Fiscal Years 2009-2010, 2010-2011, and 2011-2012; and

WHEREAS, the City of Hawaiian Gardens is projected to receive \$253,086.00 in RMRA funds in Fiscal Year 2020-2021 and the City Council is identifying the Street Project as an eligible RMRA project; and

WHEREAS, the City of Hawaiian Gardens used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used to the most high-priority and cost effective projects that meet the community’s priorities for transportation investments; and

WHEREAS, the project is necessary for the consideration of appropriation of S^P 1 funds by the California Transportation Committee under the RMRA; and

WHEREAS, the City's public right-of-way, including the roadway, sidewalks, curb & gutter and other infrastructure amenities, will be augmented utilizing various street improvement methods (1.75 inch to 2 inch grind and ARHM overlay for the projects listed below), and depending on the roadway condition), for an estimated useful life between 10 and 15 years.

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

Section 1. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. The City of Hawaiian Gardens has adopted the Street Improvement Project – FY 2020-2021 as an eligible RMRA capital project and anticipating construction completion by December 2020 for the projects, as listed below:

Section 3. The City of Hawaiian Gardens will submit the proposed RMRA capital project to the California Transportation Commission for their review in the format prescribed.

Section 4. The Community Development Director is hereby authorized to undertake such acts as necessary to carry out this Resolution.

Section 5. The Mayor or his presiding officer is hereby authorized to affix his/her signature to this resolution signifying its passage and adoption by the City Council of the City of Hawaiian Gardens.

- 1- Horst Avenue from Tilbury Street to 214th Street
- 2- Seine Avenue from Civic Center Drive to Carson Street
- 3- 224th Street from Norwalk Boulevard to Belshire Avenue
- 4- Devlin Avenue from Carson Street to Civic Center Drive
- 5- 216th Street from Norwalk Boulevard to Horst Avenue
- 6- Juan Avenue from Carson Street to 214th Street
- 7- Belshire Avenue from 221st Street to 224th Street
- 8- 223rd Street from Juan Avenue to Norwalk Boulevard

Section 6. The City Clerk or her designee shall attest and shall certify to the adoption of the Resolution and shall cause this Resolution and her certification to be entered into the Book of Resolutions of the City of Hawaiian Gardens.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS ON THIS 26TH DAY OF MAY 2020.

ATTEST:

JESSE ALVARADO
MAYOR


LUCIE COLOMBO, CMC, CPMC
CITY CLERK



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

Agenda Item No. ²⁶³ ~~B-10~~ P. 245

City Manager: 

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Lucie Colombo, CMC, City Clerk/Records Manager 

SUBJECT: RESOLUTION NO. 042-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING APPLICATIONS FOR THE SALE OF SAFE AND SANE FIREWORKS AND FIREWORKS STANDS IN THE CITY OF HAWAIIAN GARDENS FOR THE YEAR 2020 INDEPENDENCE DAY CELEBRATION.

SUMMARY

The City Clerk's Office received two (2) applications for the operation of Safe and Sane Fireworks and Fireworks Stands Permit, pursuant to the Hawaiian Gardens Municipal Code ("HGMC"). The applicants, with the approval of the City Council, will be granted and/or denied a permit to conduct the sale of the fireworks from properly approved fireworks stands at various locations with the City, as listed on the attachment.

At this time, the City Clerk's Office is recommending approval of the two (2) applicants, with additional conditions of approval as a result of the COVID-19 pandemic, in order to keep the volunteers, customers, and community safe, healthy, and in compliance with Executive Orders and health guidelines.

DISCUSSION

Pursuant to the HGMC, Chapter 6.28, relating to fireworks, the City Clerk shall conduct and/or perform specific tasks described therein. The City Clerk's office has received applications requesting fireworks permits and has conducted the required investigation. At this time, via the staff report and proposed resolution, the City Clerk recommends that the following two (2) applicants be APPROVED and that permits be issued pursuant to the HGMC.

- 1) Crossroads Multi-National Nazarene Church: Food 4 Less Center
- 2) Lakewood Elks Lodge #1570: Lakewood Elks Lodge

The City Clerk's Office is recommending approval based on the findings that the applicants have met the requirements set forth by HGMC Section 6.28.050.

COVID-19 PANDEMIC - CHANGES

Due to the current COVID-19 pandemic situation, there have been several changes that effect the fireworks permit process and conduct at the fireworks stands.

1) Fireworks Permits - There are changes to the process to apply for the permits and request inspection.

• Firework Stands – Operations

The City welcomes various public health and safety measures that have been currently implemented by the firework companies. Also, the resolution includes Attachment "C" which also provides protocols and guidelines to protect the volunteers assisting at the firework stands, the customers, and the community in the surrounding areas of the firework locations.

• Fireworks Permits – Building & Safety Division

At the time this report was prepared, various State, County, and local Executive Orders were in place that may be different at the time that permits can be issued and the fireworks stands become operational.

Upon approval and completion of required affidavits, the applicants are to contact the Building and Safety Division via email at buildingtech@hgcity.org. An application will be sent to the applicant via email, an invoice will be generated for payment. The applicants may submit payments with a check to be submitted via the City Hall Drop Box located at the City Hall entrances or may make payment via an online portal for PayPal. It is recommended that at the time the permit is processed, that the applicant schedule the appointment for inspection. Applicants and the Building and Safety Inspector will collaborate to be ready in a timely manner to conduct the inspection while following all required public health and safety protocols and guidelines.

FISCAL IMPACT

The fiscal impact is minimal. The approved applicants will pay for the following permit fees and estimated fees.

•	Building and Electrical Permit	-	\$129.87
•	Building and Electrical Issuance -		\$ 36.27
•	<u>Electrical Permit</u>	-	\$ 27.95
•	TOTAL ESTIMATE:		\$194.09

These are the same estimated fees charged for the last two years.

RECOMMENDATION

Adopt Resolution No. 042-2020.

ATTACHMENTS

1) Proposed Resolution No. 042-2020

**CITY OF HAWAIIAN GARDENS
RESOLUTION NO. 042-2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING APPLICATIONS FOR THE SALE OF SAFE AND SANE FIREWORKS AND FIREWORKS STANDS IN THE CITY OF HAWAIIAN GARDENS FOR THE YEAR 2020 INDEPENDENCE DAY CELEBRATION.

WHEREAS, the City Council of the City of Hawaiian Gardens permits the sale of Safe and Sane Fireworks within the City of Hawaiian Gardens pursuant to the Hawaiian Gardens Municipal Code Chapter 6.28; and

WHEREAS, the City Council of the City of Hawaiian Gardens shall have the power in its discretion to approve, conditionally approve or to deny applications for the conduct and sale of Safe and Sane Fireworks from fireworks stands within the City of Hawaiian Gardens, per Chapter 6.28 of the Hawaiian Gardens Municipal Code, hereafter referred to as "HGMC"; and

WHEREAS, the City Clerk's Office has received two (2) applications for Fireworks Permits from local non-profit organizations requesting to be allowed to conduct the sale of Safe and Sane Fireworks within the City of Hawaiian Gardens; and

WHEREAS, the City Clerk's Office has reviewed these applications for Fireworks Permits to determine compliance by these non-profit organizations, as required by Section 6.28.050 of the HGMC and these qualifying organizations are identified as part of Attachment "A" to this resolution; and

WHEREAS, the applicants as listed on Attachment "A" must comply with the provisions of the County of Los Angeles Fire Code; California State Health and Safety Code; the Standard List of Conditions as referenced herein as Attachment "B" and all the operation regulations and Fireworks Stand restrictions as set forth in Chapter 6.28 of the HGMC.

WHEREAS, the current two (2) applicants must comply with any and all corrections and submittals required by the City Clerk's Office for full compliance with the HGMC, by the deadline set by the City Clerk or Assistant City Clerk, prior to final approval and issuance of the Fireworks Permit.

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

Section 1. The City Clerk's Office is hereby authorized to issue Fireworks Permits to those non-profit organizations as listed in Attachment "A" of this resolution subject to the standard List of Conditions as listed in Attachment "B", as approved by the City Council.

Section 2. The City Clerk's Office and the Los Angeles County Fire Department are directed to verify compliance with all applicable State, County, and City Codes, Ordinances, Regulations, and the Standard List of Conditions, as listed in Attachment "B" of this resolution.

Section 3. The Mayor of the City of Hawaiian Gardens is hereby authorized to affix his/her signature to this Resolution signifying its approval and adoption by the City Council of the City Hawaiian Gardens.

Section 4. The City Clerk of the City of Hawaiian Gardens, or his/her duly appointed Deputy, is hereby directed to attest hereto; and shall cause this Resolution and its certification to be entered into the Book of Resolutions of the City Council of the City of Hawaiian Gardens.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Hawaiian Gardens, California on this 26th day of May 2020.

CITY OF HAWAIIAN GARDENS

JESSE ALVARADO
MAYOR

ATTEST:

LUCIE COLOMBO, CMC, CPMC
CITY CLERK

**CITY OF HAWAIIAN GARDENS
RESOLUTION NO. 042-2020**

ATTACHMENT "A"

	APPLICANTS FOR APPROVAL	FIREWORKS STAND LOCATION and PROPERTY OWNER
1	CROSSROADS MULTINATIONAL NAZARENE CHURCH Matt Hopster 12229 E. Del Amo Blvd. Cerritos, CA 90703 562.809-4143 REP: TNT, Maria Ortiz (714.738-1002)	Food 4 Less Center 12222 Carson St. Maggie Kilgore, Manager-Lease Admin. Ralphs Grocery Comp.
3	LAKWOOD ELKS LODGE #1570 Robert Stevens, Trustee 12507 E. Carson St. Hawaiian Gardens, CA 90716 562.924-5744 REP: Phantom, Justine Valenzuela (951.205-0198)	Lakewood Elks Lodge Parking Lot 12507 Carson Street Robert Stevens, Trustee

**CITY OF HAWAIIAN GARDENS
RESOLUTION NO. 042-2020**

**STANDARD LIST OF CONDITIONS FOR FIREWORKS STANDS
ATTACHMENT "B"**

The following conditions of approval shall be complied as listed below:

A. COVID-19 PANDEMIC REGULATIONS:

Failure to comply with any part or section will result in immediate revocation of the permit and the fireworks stand will be immediately closed and all operations terminated.

A.1 - The applicant, representatives, volunteers, and Fireworks Companies for each fireworks stand, SHALL comply with all applicable State, County and City of Hawaiian Gardens Executive Orders, regulations, and guidelines.

A.2 - The applicant, representatives, volunteers, and Fireworks Companies for each fireworks stand, SHALL comply with Los Angeles County Public Health Department, and CDC regulations, protocols and guidelines in effect during the set up, operation, tear down, and pick up of fireworks stands.

B. Pursuant to the Hawaiian Gardens Municipal Code (Chapter 6.28) all of the following are mandatory and SHALL be followed and complied with during the duration of this permit. Failure to comply with any part or section will result in immediate revocation of the permit and the fireworks stand will be immediately closed and all operations terminated.

1. Approval shall not take effect for any purpose until the applicant and the property owner has filed with the City of Hawaiian Gardens a signed affidavit stating that the applicant and property owner are/is aware of, and accepts all of the conditions of approval set forth by **Resolution No. 042-2020** and/or any conditions of approval set forth by the City Council on the letter of approval.

2. **THE ADOPTED RESOLUTION, WITH THESE CONDITIONS, SHALL BE POSTED IN A VISIBLE LOCATION IN THE FIREWORKS STAND AT ALL TIMES.**

3. Failure to comply with the conditions set forth in the adopted Resolution will result in a Citation being issued and/or revocation proceedings which will automatically and immediately shut down the operation by any official of the Fire Department or the City Building Official.

4. SET UP AND TEAR DOWN

Activities carried on as part of this fireworks permit shall occur only during the following times and dates:

a. **SET UP AND TEAR DOWN** of the stands shall take place between the hours of **8:00 AM and 7:00 PM.**

b. **NO FIREWORKS STAND SHALL BE ERECTED** before **Saturday, June 20, 2020 at 8:00 AM.**
(HGMC 628.090(I)).

- c. The premises on which the FIREWORKS STAND IS ERECTED SHALL BE CLEARED of all structures and debris, no later than Wednesday, July 8, 2020 at 12 o'clock noon. (HGMC 628.090(I)).

5. SALES OF FIREWORKS

Carried on as part of this permit shall occur as follows:

- a. **SALES MAY BEGIN** no earlier than at twelve noon (12:00 P M) on Wednesday, July 1, 2020. (HGMC 628.010).
- b. **SALES SHALL END** no later than at nine (9:00 PM) Saturday, July 4, 2020. (HGMC 628.010).
- c. **HOURS OF OPERATION OF SALES** shall take place between 8:00 AM to 9:00 PM, with the exception of section 5.a (above).
- d. All retail sales of Safe and Sane Fireworks shall be permitted only from a temporary fireworks stand and the sale from any other building or structure or other location is prohibited.
- e. No fireworks shall be sold or offered for sale within the City which are classified as dangerous fireworks as defined by the Health and Safety Code of the State of California.
- f. Only sales of Safe and Sane Fireworks shall be permitted from the stands. Sale of any other goods or merchandise is hereby strictly prohibited from the stand.

6. FIREWORKS STANDS - OPERATION STANDARDS

- a. No person other than the licensee organization shall operate the fireworks stand for which the license is issued, or share or other wise participate in the profits of the operation of such stand.
- b. Fireworks permits are non-transferable, and are granted for a limited time where subject to revocation for proper cause, for violations of the Fire Code of the State of California (Title 15), or violations of any requirements set forth in the permit or when necessary for public safety.
- c. No person, other than the individuals who are members of the licensee organization, or the spouses or children thereof, eighteen (18) years of age or older, shall sell or otherwise participate in the sale of fireworks at such stand. There shall be at least one supervisor, twenty-one (21) years of age or older, on duty at all times.
- d. Fireworks stand containing fireworks shall be guarded at all times. No person shall sleep or remain inside of any fireworks stand when it is not open.
- e. No person shall receive a salary or be compensated for selling or otherwise

participating in the sale of fireworks at such fireworks stand.

- f. No fireworks shall be ignited within one-hundred (100) feet of the stand.
- g. No activities shall be conducted in a manner which disturbs, accosts, confronts, harasses, badgers, or annoys any person.
- h. Each person, group, or organization shall be limited to one (1) permit per year and each permit shall be limited to one (1) fireworks stands.

7. **FIREWORKS STAND - DESIGN AND LOCATION RESTRICTIONS**

- a. Fireworks stands need not comply with the provisions of the Building Code of the City provided, however, that all stands shall be erected under the supervision of the City's Building Inspector who shall require that such stands be constructed in a manner which will reasonably insure the safety of attendants and patrons.
- b. Stands erected without the supervision of the City's Building Inspector, shall request and inspection by the City's Building Inspector immediately upon erection of the stand.
- c. Fireworks stands shall comply with the Electrical Codes of the City. If electricity is to be utilized by any stand operator, an electrical permit will be required, regardless of the source of electricity.
- d. If in the judgment of the Los Angeles County Fire Department or Building Official, the construction of the fireworks stand or the conduct of the operators therein do not conform to the provisions of this chapter, such officer may order the fireworks stands immediately closed.
- e. Sleeping and/or security vehicles shall be at least twenty (20) feet from any fireworks stands.
- f. All fireworks shall be located at least twenty-five (25) feet away from building with a fire resistance of less than one (1) hour.
- g. No fireworks stands shall be placed within one hundred (100) feet from storage or use of flammable or combustible agents (i.e. gasoline dispensers).
- h. Fireworks stands shall be set back a minimum of fifteen (15) feet from the curb line, but in no case shall fireworks stands be placed within the road or public right-of-way. The front, *sides, and rear* of the stand shall be unobstructed and having an open area of minimum of five (5) feet.
- i. No stand shall be constructed with a depth of more than twelve (12) feet.
- j. NO SMOKING signs shall be prominently displayed, both inside and outside of the structure/fireworks stand. Letters shall not be less than four (4) inches high. No smoking shall be permitted within the stand or within five (5) feet of the fireworks stand.

- k. Signs shall be posted clearly and legibly stating Fireworks shall not be sold to any person under sixteen (16) years of age.
 - l. All fireworks on premises must bear the State Fire Marshall and SAFE AND SANE label.
 - m. All weeds, dry grass and combustible materials shall be cleared from the location of the fireworks stands for at least twenty-five (25) feet in all directions. No rubbish shall be allowed to accumulate in or around any fireworks stand, nor shall a fire nuisance be permitted to exist.
 - n. All fireworks stands must be equipped with a minimum of two (2), 2.5 gallon water-type fire extinguishers in good working condition at easily accessible at all times, to be located at each exit of the stand. Each fire extinguisher shall be approved as to efficiency and safety by the Los Angeles County Fire Department Fire Inspector.
 - o. Each fireworks stand in excess of twenty (20) feet in length must have at least two (2) exits. Each fireworks stand in excess of forty (40) feet must have at least three (3) exits, spaced approximately equidistance apart; provided, however, that in no case shall the distance between exits exceed twenty (20) feet.
 - p. Stands shall be of wood or metal construction, built with solid roof, rear wall, and ends. The front shall be of solid wood or metal - three feet six inches (3' 6") in height from ground level to the display shelf.
 - q. The display shelf shall have a panel of unbreakable or wire mesh glass or window screen wire a minimum of twenty -four (24) inches in height between the public and the display of fireworks.
 - r. There shall be no storage or display of goods outside of any fully enclosed structure.
 - s. There shall be no open flames, smoking, bar-b-ques, or tiki-torches, or other flame device, located within twenty-five feet (25'0") of the fireworks stand.
8. The permittee shall keep and maintain the property in a neat, clean, and safe condition and shall conduct all operation in a neat, orderly, safe, and a sanitary manner at all times.
9. Prior to the opening of business, the permittee shall obtain any and all necessary permits as required, including but not limited to building permits, electrical permits or other permits (as applicable) from the Building and Safety Department of the City of Hawaiian Gardens and the Fire Marshall. All work done under these permits must be completed by the project applicant or by a State Licensed Contractor, with a valid City business license. These permits shall be placed in plain view at all times while conducting business.
10. The use of amplified sound-making devices, including horns to advertise, draw attention to or announce the presence of the stand shall be prohibited.
11. There shall be no use of any mechanical equipment, appliance, or motor which generates noise detectable from outside the property on which the building is located except for the use of an electrical generator.

12. INSURANCE COVERAGES - The permittee shall obtain and maintain for the duration of the fireworks stand permit insurance against claims and injuries to persons or damages to property which may arise from or in connection with performance of such fireworks stand. Evidence of liability insurance shall be filed with the City. The minimum amount of insurance shall be no less than the following (Subsections a-f):
- a. General liability - \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately or the general aggregate limit shall be for a minimum of \$5,000,000 or twice the required occurrence limit whichever is higher.
 - b. Indemnification Clause and Hold Harmless Clause.
 - c. Additional Insured - The following shall be included:
The City of Hawaiian Gardens, the Public Housing Authority, SARDA, and the Public Financing Authority, their officers, employees and agents shall be named as additional insured on the Certificate of Insurance Form or proper Accord Form.
 - d. The Scope of the insurance shall include Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance.
 - e. Permittee shall furnish the City with original endorsements affecting coverage. The endorser shall be signed by person authorized by the insurer to bind coverage on its behalf.
13. Prior to the first day of business final inspection and approval shall be obtained from the Building Official and release shall be obtained from the Los Angeles County Fire Department. A release form must be completed and returned to the Hawaiian Gardens Community Development Department. Requests for inspection must be made by calling:
- a. Los Angeles County Fire Station No. 34, 21207 S. Norwalk Boulevard, Hawaiian Gardens, California. Call **(562) 865-4119**, to schedule an inspection.
 - b. City of Hawaiian Gardens, Building and Safety Division.
Due to the COVID-19 pandemic situation, Counter Hours may not be available.
Contact the Building and Safety Division by Email at buildingtech@hgcity.org or call at 562-420-2641, Ext. 217.
You are required to pre-schedule your inspection at least 48 hours in advance.
14. All applicants are hereby required to submit and file a completed City's "Fireworks Follow-up Budget Information" Form by the established due date. Failure to complete and file in a timely manner, may result in denial of future applications for lack of compliance.
(City Clerk's Office Policy)

FORM DUE DATE IS THURSDAY, AUGUST 27, 2020 BY 5:00 P.M.



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

DATE: May 26, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Ernie Hernandez, City Manager

BY: Joseph Colombo, Community Development Director

SUBJECT: RESOLUTION NO. 044-2020- LEAP PLANNING GRANT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING AN APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

SUMMARY

The State of California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) as part of the Local Early Action Planning Grants Program (LEAP) in January of 2020. LEAP provides funding to jurisdictions for the preparation and adoption of planning documents that accelerate housing production. The City of Hawaiian Gardens may receive a total of \$65,000 grant funds from HCD, with the submittal of a noncompetitive grant application. Staff is recommending that city council authorize staff to submit the LEAP grant application and allocate the funds towards the City's upcoming 6th cycle Housing Element.

BACKGROUND

HCD is currently accepting applications for the LEAP grants program. The LEAP grants program set aside approximately 119 million dollars to provide funding to jurisdictions and determined maximum award amounts for large, medium, and small localities, based on city population. Based on Hawaiian Garden's population size, the city qualifies for a one-time \$65,000 award. Awards are rewarded to city projects that involve the preparation and adoption of planning documents that accelerate housing production, and facilitate compliance in implementing the 6th cycle of regional housing need assessment (RHNA).

The planning grant program will provide grants through a noncompetitive, over the counter process and will not require a local match to receive funds. Final grant applications due date is July 1, 2020.

Staff is recommending the City Council to use LEAP funds towards the City's next Housing Element. Housing Elements are required by the State of California and must include a plan to meet the local housing needs of everyone in the community. California's local governments meet this requirement by adopting housing elements as part of a city's "general plan". General plans serve as the local government's "blueprint" for how the city will grow, develop, and include seven elements: land use, transportation, conservation, noise, open space, safety, and housing. The law mandating housing is included as an element in the general plan is known as "Housing Element Law".

DISCUSSION

The City of Hawaiian Gardens is eligible to apply for \$65,000 in funding and staff is seeking all available funds. Staff is recommending to City Council to fund the following city project:

Hawaiian Gardens Housing Element

The City's Housing Element is due on October 15, 2021 to California Department of Housing and Community Development. In addition, the City's housing element will include the new RHNA allocations for the period between October 15, 2021 to October 15, 2029. Using LEAP funds for the City's next housing element would allow the city to request for proposals (RFPs) and obtain bids for a compliant housing element. Staff anticipates that the cost to prepare a complete and compliant housing element would range from \$80,000 to \$100,000. Pursuing LEAP grant funds to pay for the City's housing element will help reduce the City's cost commitments.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

If awarded the full amount requested, \$65,000, the City will have potential funds to partially pay for the City's Housing Element.

RECOMMENDATION

Approve Resolution No. 044-2020

ATTACHMENT

1. Resolution No. 044-2020

**CITY OF HAWAIIAN GARDENS
RESOLUTION NO. 044-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING AN
APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING
SUPPORT GRANT PROGRAM FUNDS**

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and,

WHEREAS, the Hawaiian Gardens City Council desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and,

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions; and,

WHEREAS, The City of Hawaiian Gardens City Council held a duly noticed public hearing on May 26, 2020, and fully considered all oral and written testimony, facts, and opinions offered at the aforesaid public hearing.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWAIIAN
GARDENS DOES ORDAIN AS FOLLOWS:**

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package.

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the Hawaiian Gardens is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto.

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the

fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

SECTION 4. The Mayor of the City of Hawaiian Gardens is hereby authorized to affix his/her signature to this Resolution signifying its approval and adoption by the City Council of the City of Hawaiian Gardens.

SECTION 5. The City Clerk of the City of Hawaiian Gardens, or his/her duly appointed Deputy, is hereby directed to attest hereto; and shall cause this Resolution and its certification to be entered into the Book of Resolutions of the City Council of the City of Hawaiian Gardens.

PASSED AND ADOPTED at a regular meeting of the City Council on the 26th day of May 2020.

CITY OF HAWAIIAN GARDENS

ATTEST:

JESSE ALVARADO
MAYOR

LUCIE COLOMBO, CMC, CPMC
CITY CLERK




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

DATE: May 26, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Megan Garibaldi, City Attorney

VIA: Ernie Hernandez, City Manager

SUBJECT: RESOLUTION NO. 045-2020
CONFIRM THE CITY MANAGER'S EXECUTIVE EMERGENCY ORDER NO. 3 RELATING TO THE LOCAL EMERGENCY DUE TO THE NOVEL CORONAVIRUS (COVID-19), PURSUANT TO HAWAIIAN GARDENS MUNICIPAL CODE SECTION 2.40.060.A(6)(a), FURTHER MODIFY EXECUTIVE EMERGENCY ORDER NO. 2 AS IT RELATES TO STREET SWEEPING CITATIONS, AND EXTEND PRICE GOUGING PROHIBITION

RECOMMENDATION

Staff recommends that the City Council ratify the City Manager's Executive Emergency Order No. 3, in accordance with Hawaiian Gardens Municipal Code Section 2.40.060.A(6)(a), and further modify Executive Emergency Order No. 2 and extend the prohibition on price gouging, by adopting the following:

RESOLUTION NO. 045-2020, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, RATIFYING EMERGENCY ORDER NO. 3 (COVID-19) ADOPTED BY THE CITY MANAGER, MODIFYING EMERGENCY ORDER NO. 2 (COVID-19) PREVIOUSLY ADOPTED BY THE CITY MANAGER AND RATIFIED BY THE CITY COUNCIL, AND FURTHER EXTENDING THE PRICE GOUGING PROHIBITION RELATING TO THE LOCAL EMERGENCY DUE TO THE NOVEL CORONAVIRUS (COVID-19)"

BACKGROUND

On March 16, 2020, the City Council, in accordance with Section 2.40.060.A(1) of the Hawaiian Gardens Municipal Code, adopted Resolution No. 017-2020, proclaiming the existence of a local emergency relating to the worldwide spread of a respiratory illness due to the novel coronavirus known as COVID-19.

During the pendency of the emergency, the City Manager, as the Director of Emergency Services, has the power to make and issue rules and regulations on matters reasonably

related to the protection of life and property as affected by such emergency, and to execute his ordinary powers as City Manager, all of the special powers conferred upon him by Chapter 2.40 of the Hawaiian Gardens Municipal Code as authorized by the declaration of a local emergency pursuant to Resolution No. 017-2020, and all of the powers conferred upon by federal, state, and local law, including without limitation as specified in Government Code section 8630 *et seq.*

DISCUSSION

Ratification of Emergency Order No. 3

On May 8, 2020, the City Manager issued executive Emergency Order No. 3 (COVID-19) ("EO No. 3"), in accordance with the above-referenced authority. That EO No. 3 was issued following the Governor's issuance of Executive Order N-60-20 which directs residents to continue to obey State public health directives and sets forth a four-stage framework for opening businesses and spaces throughout the State. The Governor's multi-staged framework anticipates that mass gatherings, such as concerts, sporting events, conventions, and similar events, will not be permitted until the last stage of the Governor's staged framework ("Stage Four"), at which time stay-at-home orders will be lifted.

The Governor's Order N-60-20, in coordination with the County's supplemental orders, further restricts the operations of businesses in the City, until later stages. Accordingly, as a result of the Governor's four-stage framework, ongoing public health orders, and social distancing requirements, the Gardens Casino has been closed and will remain closed for the near future. Such closure is having a profound and detrimental impact on the City's finances due to the City's revenue-sharing agreement with the Casino. To help mitigate the impacts from loss of revenues from the closure of the Gardens Casino, the City must immediately prioritize essential services, such as police, fire, public works, and senior services, throughout the City.

At this time, it is anticipated that it will likely take several months to achieve the benchmarks necessary for lifting the stay-at-home orders and moving into Stage Four. Accordingly, the City further anticipates that it is unlikely that the City will be able to host any non-essential City events involving mass gatherings this year, including without limitation the Memorial Day Celebration, Scholarship Dinner, Mayor's Youth Walk of Achievement, Independence Day Celebration, Summer Car Show, Robert Canada Friendship Pow Wow, Red Ribbon Week Rally and Walk, Halloween Program, Veterans Day Ceremony, and Christmas Tree Lighting Ceremony ("Non-Essential City Events").

In addition, the City typically offers several programs—specifically, the City's Beautification, Security Bar Removal, and Sign Programs (the "Programs")—that assist City residents with exterior and interior improvements of their homes, as well as updates to commercial signage. These Programs currently present difficulties with adhering to social distancing requirements and the public health directives, as each require direct contact with Program participants, onsite visits to subject properties, and specifically with respect to the Beautification and Security Bar Removal Programs, requires staff

entry into residential homes. These Programs are funded through the General Fund and PHA dollars.

In a continued effort to protect the public health, heed State health directives, and preserve City resources that would otherwise be utilized in planning such non-essential events, EO No. 3 has ordered the following, which became effective immediately:

1. Cancellation of all Non-Essential City Events for the remainder of the 2020 calendar year.
2. Temporary suspension of the Programs through the end of the 2020 calendar year, with all proposed projects in the Program having been deferred and remaining on a waiting list until such time as the Programs restart.

Both the cancellation of all Non-Essential City Events and suspension of the Programs, respectively, will not only assist with ensuring appropriate social distancing practices and compliance with State and County health orders, but will also further preserve City resources for essential City services during the ongoing pandemic. In the event of adjustments to the public health directives and/or availability of City resources, these cancellations and suspensions may be changed, at the later direction of the City Council.

By adopting the attached Resolution, the City Council will ratify the above-stated orders of the City Manager, as set forth in EO No. 3.

Modification to Emergency Order No. 2—Parking Citations

At its April 14, 2020 meeting, the City Council adopted Resolution No. 024-2020, which had ratified the City Manager's previously-issued Emergency Order Nos. 1 and 2. Amongst other things, Emergency Order No. 2 suspended the issuance of parking citations for street sweeping violations for a period of sixty (60) days. Since that time, however, violations have dramatically increased, creating unsafe and hazardous conditions, and parking enforcement has become difficult for City staff to manage.

As a result, staff is recommending the City Council reinstate citations for street sweeping violations, effective immediately. In other words, effective upon adoption of the attached Resolution, while the City's street sweeping rules and requirements have been in full force and effect throughout this local emergency, citations may again be issued for non-compliance with those rules and requirements. Notwithstanding this reinstatement of citations for street sweeping rules and requirements, the City Council encourages staff, to the extent feasible, to issue warnings and work with the residents to avoid citations, while simultaneously ensuring safe and clean streets.

By adopting the attached Resolution, the City Council will modify Emergency Order No. 2, as ratified by Resolution No. 024-2020, to reinstitute parking citations for street sweeping violations.

Extension of Price Gouging Prohibition

By adoption of the attached Resolution, the prohibition of price gouging within the City shall be extended for a period of thirty (30) days, and may be further extended in further thirty (30) day periods by Emergency Order or City Council Resolution, in accordance with California law.

Conclusion

In accordance with Hawaiian Gardens Municipal Code Section 2.40.060.A(6)(a), EO No. 3 must be confirmed by the City Council at the earliest practicable time in order to remain valid. The adoption of the attached Resolution by the City Council will: (a) confirm and ratify EO No. 03, (b) modify Emergency Order No. 2 by reinstating citations for street sweeping violations, and (c) extend the prohibition on price gouging for an additional thirty (30) day period.

FISCAL IMPACT

The cancellation of the Non-Essential City Events and suspension of the Programs will help preserve City resources and General Fund dollars for essential City services.

CEQA

There are no environmental issues associated with this agenda item.

ATTACHMENTS

Resolution No. 045-2020
Attachment "1": Emergency Order No. 03 (COVID-19)

**HAWAIIAN GARDENS
RESOLUTION NO. 045-2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, RATIFYING EMERGENCY ORDER NO. 3 (COVID-19) ADOPTED BY THE CITY MANAGER, MODIFYING EMERGENCY ORDER NO. 2 (COVID-19) PREVIOUSLY ADOPTED BY THE CITY MANAGER AND RATIFIED BY THE CITY COUNCIL, AND FURTHER EXTENDING THE PRICE GOUGING PROHIBITION RELATING TO THE LOCAL EMERGENCY DUE TO THE NOVEL CORONAVIRUS (COVID-19).

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus and the disease it causes, named "coronavirus disease 2019," abbreviated COVID-19 ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors ("Board of Supervisors") and the Los Angeles County Public Health Official ("County Health Official") declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 16, 2020, the City Council of the City of Hawaiian Gardens proclaimed the existence of a local emergency to ensure the availability of mutual aid and an effective response and authorized its City Manager, acting in his capacity as Director of Emergency Services, to furnish information, and to promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, since these federal, state, and local emergencies have been declared, the Governor, the Board of Supervisors, the County Health Official, the City's Director of Emergency Services, and the City Council have issued numerous additional directives to address and response to the COVID-19 pandemic;

WHEREAS, amongst others, on March 19, 2020, the Governor of the State of California issued Executive Order Executive Order N-33-20, which directed all California residents to immediately heed current State public health directives; and

WHEREAS, the State Public Health Officer has ordered all California residents to stay home except for essential needs, as defined in State public health directives; and

WHEREAS, COVID-19 continues to threaten public health throughout the State of California, including specifically within the County of Los Angeles; and

WHEREAS, recognizing that the impact of COVID-19 on public health throughout California is expected to continue to evolve is likely to vary by region throughout the State, the Governor issued Executive Order N-60-20 which directs residents to continue to obey State public health directives and sets forth a four-stage framework for opening businesses and spaces throughout the State; and

WHEREAS, this multi-staged framework anticipates not permitting mass gatherings, such as concerts, sporting events, conventions, and similar events, until the last stage of the Governor's staged framework ("Stage Four"), at which time stay-at-home orders will be lifted; and

WHEREAS, achieving Stage Four is dependent on satisfying the Governor's six benchmarks for lifting the stay-at-home orders, which includes but is not limited to expanding testing capacity, adopting measures to protect the most vulnerable and further physical distancing guidance, addressing hospital needs, developing therapeutics, and establishing herd immunity or potentially developing a vaccine; and

WHEREAS, given that it is anticipated that it will take several months to achieve the benchmarks for lifting the stay-at-home orders, the City anticipates that it is unlikely to be able to host any non-essential City events involving mass gatherings until Stage Four has been achieved, including without limitation the Memorial Day Celebration, Scholarship Dinner, Mayor's Youth Walk of Achievement, Independence Day Celebration, Summer Car Show, Robert Canada Friendship Pow Wow, Red Ribbon Week Rally and Walk, Halloween Program, Veterans Day Ceremony, and Christmas Tree Lighting Ceremony ("Non-Essential City Events"); and

WHEREAS, further, as a result of these ongoing public health orders and social distancing requirements, as well as the Governor's four-stage framework, the Gardens Casino remains closed for the near future, which such closure is having a profound and detrimental impact on the City's finances given the City's revenue-sharing agreement with the Casino; and

WHEREAS, to mitigate the impacts of the loss of revenues from the closure of the Gardens Casino, the City must immediately prioritize essential services, such as police, fire, public works, and senior services, throughout the City;

WHEREAS, the City operates the Beautification, Security Bar Removal, and Sign Programs ("Programs"), which the former two programs help residents with exterior and interior improvements of their homes, and the latter program assists businesses with identification signs by replacing or updating them; and

WHEREAS, the Programs each require direct contact with Program applicants, onsite visits to subject properties, and specifically with respect to the Beautification and Security Bar Removal Programs, requires staff entry into residential homes, and thus these efforts are necessary to proactively reduce the spread of COVID-19 through non-essential gatherings and engage in appropriate social distancing; and

WHEREAS, the Programs are funded through General Fund and Public Housing Authority ("PHA") dollars, and thus the suspension of the Programs further preserves City and PHA resources for essential City serviced during the ongoing pandemic, to the extent PHA resources are available for such services; and

WHEREAS, in a continued effort to protect the public health, heed State health directives, and preserve City resources that would otherwise be utilized in planning the Non-Essential City Events and administering the Programs, on May 8, 2020, the City Manager, acting as the Director of Emergency Services, adopted Emergency Order No. 3, which immediately ordered the: (i) cancellation of the Non-Essential City Events for the remainder of the 2020 calendar year, and (ii) temporary suspension of the Programs through December 31, 2020, subject to a change in the public health directives and/or availability of City resources, as more specifically set forth in Emergency Order No. 3, attached hereto as Attachment 1 and incorporated herein by this reference; and

WHEREAS, on April 14, 2020, the City Council adopted Resolution No. 024-2020, which ratified the City Manager's previously-issued Emergency Order Nos. 1 and 2, including specifically Emergency Order No. 2's suspension of the issuance of parking citations for street sweeping violations for a period of sixty (60) days; and

WHEREAS, since that time, however, violations have dramatically increased, creating unsafe and hazardous conditions, and parking enforcement has become difficult for City staff to manage, such that terminating the suspension of the parking citations for street sweeping violations in Emergency Order No. 2 and reinstating citations for street sweeping violations is necessary to protect the public health and safety; and

WHEREAS, the City Council finds that to in order to protect the lives, property, and welfare of the citizens of Hawaiian Gardens during the ongoing local emergency resulting from the COVID-19 pandemic, it is necessary to extend through June 25, 2020, and as may be further extended in additional thirty (30) day periods, the price gouging prohibition previously adopted by the City Council through Resolution No. 024-2020; and

WHEREAS, by this Resolution, the City Council confirms and ratifies the aforementioned Emergency Order No. 3 issued by the City Manager, in accordance with Hawaiian Gardens Municipal Code section 2.40.060(A)(6)(a) and pursuant to the City Council's declaration of a local emergency, as set forth in City Council Resolution No. 017-2020, and the City's police powers and powers afforded to the City in time of national, state, county and local emergency during an unprecedented health pandemic, such powers being afforded by the State Constitution, State law and the Chapter 2.40 of the Hawaiian Gardens Municipal Code to protect the peace, health, and safety of the public, by Emergency Order No. 3, and to further protect the public health and safety, modifies Emergency Order No. 2 to allow for the issuance of parking citations for street sweeping violations and to extend the prohibition on price gouging; and

WHEREAS, the City Council further finds that this Resolution is necessary for the preservation of the public peace, health, and safety of residents living within the City and finds urgency in adopting this Resolution and in the Emergency Order No. 3 having been immediately issued based on the facts described herein, and is necessary to provide for the protection of life and property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hawaiian Gardens hereby proclaims and orders as follows:

Section 1. The foregoing recitals are true and correct, and incorporated herein by this reference.

Section 2. The City Council hereby ratifies Emergency Order No. 3, issued by the City Manager, acting as the Director of Emergency Services, on May 8, 2020, which is attached hereto as Attachment 1.

Section 3. The City Manager is hereby directed to take all further actions necessary and appropriate to implement the Emergency Order No. 3.

Section 4. Effective immediately, Section 1(B) of Emergency Order No. 2, relating to the sixty (60) day temporary suspension of the issuance of parking citations related to street sweeping, is hereby withdrawn. For the avoidance of doubt, in order to protect the public health and safety, the City's ability to issue citations for street sweeping violations is hereby reinstated.

Section 5. Pursuant to California Penal Code section 396, the City Council hereby finds that is necessary to extend the price controls prohibitions as specified in Section 4 of City Council Resolution No. 024-2020, for an additional thirty (30) day period, in order to protect the lives, property, and welfare of the citizens of Hawaiian Gardens during the ongoing local emergency resulting from the COVID-19 pandemic. Accordingly, through June 25, 2020, and as may be further extended in additional thirty (30) day periods by Emergency Order of the City Manager or Resolution of the City Council, it shall be unlawful for any person or business of the City of Hawaiian Gardens to sell or offer to sell consumer food items or good and other goods or services for a price of more than 10% greater than the price charged by that person or business for those goods or services immediately prior to the proclamation. Additionally, the Governor's State of Emergency declaration waived the time limitation as it relates to emergency supplies and medical supplies and those price-gouging protections shall remain in effect through September 4, 2020.

Section 6. This Resolution shall take effect immediately upon adoption.

Section 7. The City Clerk shall certify to the passage and adoption of this Resolution and enter into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Hawaiian Gardens at a regular meeting on the 26th day of May, 2020.

Attest:

JESSE ALVARADO
MAYOR

Lucie Colombo, CMC
City Clerk

Emergency Order No. 3 (COVID-19)

{See Attached}

EMERGENCY ORDER NO. 03 (COVID-19)**EMERGENCY ORDER OF THE DIRECTOR OF
EMERGENCY SERVICES OF THE CITY OF HAWAIIAN
GARDENS, COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA, AS AUTHORIZED PURSUANT TO CITY
COUNCIL RESOLUTION NO. 017-2020, DECLARING A
LOCAL EMERGENCY REGARDING NOVEL
CORONAVIRUS (COVID-19)**

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus and the disease it causes, named "coronavirus disease 2019," abbreviated COVID-19 ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors ("Board of Supervisors") and the Los Angeles County Public Health Official ("County Health Official") declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 16, 2020, the City Council of the City of Hawaiian Gardens proclaimed the existence of a local emergency to ensure the availability of mutual aid and an effective response and authorized its City Manager, acting in his capacity as Director of Emergency Services, to furnish information, and to promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, since these federal, state, and local emergencies have been declared, the Governor, the Board of Supervisors, the County Health Official, the City's Director of Emergency Services, and the City Council have issued numerous additional directives to address and response to the COVID-19 pandemic;

WHEREAS, amongst others, on March 19, 2020, the Governor of the State of California issued Executive Order Executive Order N-33-20, which directed all California residents to immediately heed current State public health directives; and

WHEREAS, the State Public Health Officer has ordered all California residents to stay home except for essential needs, as defined in State public health directives; and

WHEREAS, COVID-19 continues to threaten public health throughout the State of California, including specifically within the County of Los Angeles; and

WHEREAS, recognizing that the impact of COVID-19 on public health throughout California is expected to continue to evolve is likely to vary by region throughout the State, the Governor issued Executive Order N-60-20 which directs residents to continue to obey State public health directives and sets forth a four-stage framework for opening businesses and spaces throughout the State; and

WHEREAS, this multi-staged framework anticipates not permitting mass gatherings, such as concerts, sporting events, conventions, and similar events, until the last stage of the Governor's staged framework ("Stage Four"), at which time stay-at-home orders will be lifted; and

WHEREAS, achieving Stage Four is dependent on satisfying the Governor's six benchmarks for lifting the stay-at-home orders, which includes but is not limited to expanding testing capacity, adopting measures to protect the most vulnerable and further physical distancing guidance, addressing hospital needs, developing therapeutics, and establishing herd immunity or potentially developing a vaccine; and

WHEREAS, given that it is anticipated that it will take several months to achieve the benchmarks for lifting the stay-at-home orders, the City anticipates that it is unlikely to be able to host any non-essential City events involving mass gatherings until Stage Four has been achieved, including without limitation the Memorial Day Celebration, Scholarship Dinner, Mayor's Youth Walk of Achievement, Independence Day Celebration, Summer Car Show, Robert Canada Friendship Pow Wow, Red Ribbon Week Rally and Walk, Halloween Program, Veterans Day Ceremony, and Christmas Tree Lighting Ceremony ("Non-Essential City Events"); and

WHEREAS, further, as a result of these ongoing public health orders and social distancing requirements, as well as the Governor's four-stage framework, the Gardens Casino remains closed for the foreseeable future, which such closure is having a profound and detrimental impact on the City's finances given the City's revenue-sharing agreement with the Casino; and

WHEREAS, to mitigate the impacts of the loss of revenues from the closure of the Gardens Casino, the City must immediately prioritize essential services, such as police, fire, public works, and senior services, throughout the City;

WHEREAS, in a continued effort to protect the public health, heed State health directives, and preserve City resources that would otherwise be utilized in planning such non-essential events, the City intends to immediately cancel the Non-

Essential City Events for the remainder of the calendar year, subject to a change in the public health directives and/or availability of City resources; and

WHEREAS, in a further effort to protect the public health, heed State health directives, and preserve City resources, the City intends to immediately suspend, through December 31, 2020, its Beautification, Security Bar Removal, and Sign Programs ("Programs"), which the former two programs help residents with exterior and interior improvements of their homes, and the latter program assists business with identification signs by replacing or updating them; and

WHEREAS, the Programs each require direct contact with Program applicants, onsite visits to subject properties, and specifically with respect to the Beautification and Security Bar Removal Programs, requires staff entry into residential homes, and thus these efforts are necessary to proactively reduce the spread of COVID-19 through non-essential gatherings and engage in appropriate social distancing; and

WHEREAS, the Programs are funded through General Fund and PHA dollars, and thus the suspension of the Programs further preserves City and PHA resources for essential City serviced during the ongoing pandemic; and

WHEREAS, this Order is issued pursuant to the City Council's declaration of a local emergency, as set forth in Resolution 017-2020, and the City's police powers and powers afforded to the City in time of national, state, county and local emergency during an unprecedented health pandemic, such powers being afforded by the State Constitution, State law and Chapter 2.40 of the Hawaiian Gardens Municipal Code to protect the peace, health, and safety of the public; and

WHEREAS, the Director of Emergency Services finds that this Order is necessary for the preservation of the public peace, health, and safety of residents living within the City and finds urgency in issuing this Order immediately based on the facts described herein. Under Government Code Section 8634, this Order is necessary to provide for the protection of life and property.

NOW, THEREFORE, I, Ernie Hernandez, the Director of Emergency Services for the City of Hawaiian Gardens, in accordance with the authority vested in me by the above-referenced laws, does hereby issue the following Order to become effectively immediately, subject to ratification as soon as practicable by the City Council:

IT IS HEREBY ORDERED THAT:

Section 1. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Effective immediately, all Non-Essential City Events are cancelled, for purposes of heeding the Governor of the State of California's Executive Orders and

the State Health Officer's public health directives, protecting the health and safety of the residents and staff of Hawaiian Gardens, and preserving the City's financial resources. The cancellation of the Non-Essential City Events shall be subject to change, in the event of a change in the public health directives and/or availability of City resources, at the direction of the City Council.


Section 3. Effective immediately, the Programs have been temporarily suspended through December 31, 2020, for purposes of heeding the Governor of the State of California's Executive Orders and the State Health Officer's public health directives, protecting the health and safety of the residents and staff of Hawaiian Gardens, and preserving the City's financial resources. All proposed projects in the Program have been deferred and will remain on a waitlist until such time as the Programs restart. This suspension of the Programs shall be subject to change, in the event of a change in the public health directives and/or availability of City resources, at the direction of the City Council.

Section 4. If any section, subsection, sentence, clause, phrase or word of this Order is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such decision shall not affect the remaining provisions of this Order.

Section 5. The Director of Emergency Services finds and declares that adoption and implementation of this Order is necessary for the immediate preservation and protection of the public peace, health and safety, as detailed above, as well as the City's available resources. Under Government Code Section 8634 and Hawaiian Gardens Municipal Code Chapter 2.40, this Order is necessary to provide for the protection of life and property for the reasons set out herein. The Director of Emergency Services therefore finds and determines that the immediate preservation of the public peace, health and safety, and protection of life and property, require that this Order be immediately enacted, pursuant to Government Code section 8634.

Section 6. As soon as hereafter possible, this Order shall be filed with the City Clerk and widespread publicity and notice shall be given of this Order.

ADOPTED this 8th day of May, 2020.



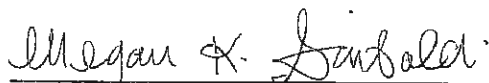
Ernie Hernandez
City Manager
Director of Emergency Services

ATTEST:

 5/8/2020

LUCIE COLOMBO
CITY CLERK

APPROVED AS TO FORM:



MEGAN K. GARIBALDI
CITY ATTORNEY



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

Agenda Item No.: B-13/B-14

City Manager: [Signature]

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Patrick Matson, HR/Risk Manager
SUBJECT: RESOLUTION NO. 046-2020 - A RESOLUTION OF THE HAWAIIAN GARDENS CITY COUNCIL, APPROVING THE SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAWAIIAN GARDENS AND THE AMERICAN FEDERATION OF THE STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 3624, COUNCIL 36, RANK AND FILE UNIT; RESOLUTION NO. 047-2020 - A RESOLUTION OF THE HAWAIIAN GARDENS CITY COUNCIL, APPROVING THE SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAWAIIAN GARDENS AND THE AMERICAN FEDERATION OF THE STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 36, COUNCIL 36, MANAGEMENT CHAPTER

SUMMARY

The purpose of these resolutions is to formally approve the provisions of the Side Letter Agreements to the Memorandum of Understandings (MOUs) between the City of Hawaiian Gardens and the AFSCME Management Chapter and AFSCME Rank and File Unit.

The City began its discussions with both bargaining units in late March of this year. Since that time, staff has met with representatives of both units and come to agreement with each bargaining unit on terms and conditions of employment.

DISCUSSION

In response to the devastating impacts from the ongoing COVID-19 Coronavirus pandemic, including the immediate financial implications to the City's revenue stream stemming from the continued closure of the Gardens Casino and other pandemic

regulations from the Federal, State and Local levels, the City experienced both a lack of work and funds to continue to employ its full workforce.

In order to address these immediate impacts, the City proposed and negotiated Side Letter Agreements with both AFSCME bargaining units, including the Management and Rank and File.

As such, both the City and both AFSCME bargaining units have since entered into Side Letter Agreements which addressed the following areas:

- Paid Administrative Leave Time Related to COVID-19 Coronavirus
- Essential and Non-Essential Employees
- Layoffs
- Extension of Term to the Memorandum of Understandings (MOUs)
- Temporary Leave Program a.k.a. Families First Coronavirus Response Act of 2020 and other related leaves

Both AFSCME Management Chapter and Rank & File Unit ratified the particulars of the proposed Side Letter Agreements struck with each of the respective representative groups. By doing so, the City remains flexible and able to adjust to any COVID-19 Coronavirus pandemic or financial related decisions that may ensue to address any short and long-term impacts to the current and coming operations.

The short and long-term costs or savings related to the respective Side Letter Agreements has yet to be determined as it will be dependent on decisions made at future City Council meetings on how to address the current and future budget deficits caused by the pandemic.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 046-2020 and 047-2020 formerly approving the Side Letter Agreements between the City of Hawaiian Gardens and AFSCME Management Chapter and AFSCME Rank & File Unit.

ATTACHMENTS

- a. Resolution No. 046-2020
- b. Resolution No. 047-2020
- c. Side Letter Agreement between the City of Hawaiian Gardens and the American Federation of the State, County, and Municipal Employees AFL-CIO, Local 3624, Council 36, Rank and File Unit
- d. Federation of the State, County, and Municipal Employees AFL-CIO, Local 36, Council 36, Management Unit

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAWAIIAN GARDENS AND THE AMERICAN FEDERATION OF THE STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 3624, COUNCIL 36, RANK AND FILE UNIT

WHEREAS, due to the COVID-19 Coronavirus pandemic and resulting to business closures, the City of Hawaiian Gardens has both a lack of work and a lack of funds to continue to employ its full workforce; and

WHEREAS, the City of Hawaiian Gardens is required to take immediate action with respect to modifying its staffing levels and level of services to address the impact of the COVID-19 pandemic; and

WHEREAS, the City of Hawaiian Gardens, through its representatives, and American Federation of State County and Municipal Employees (AFSCME) – Local 3624 have met and conferred regarding the reduction to the City's workforce; and

WHEREAS, the City Council has reviewed and concurs with the contents of the Side Agreement.

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

Section 1. The City Council of the City of Hawaiian Gardens, hereby ratifies and approves the Side Letter Agreement to the Memorandum of Understanding by and between by and between American Federation of the State, County, and Municipal Employees, (AFSCME) Rank and File Unit.

Section 2. The City Clerk of the City of Hawaiian Gardens, or his/her duly appointed Deputy, is hereby directed to attest hereto; and shall cause this Resolution and its certification to be entered into the Book of Resolutions of the City Council of the City of Hawaiian Gardens.

PASSED, AND ADOPTED on this 26th day of May 2020, by the City Council of the City of Hawaiian Gardens.

HAWAIIAN GARDENS CITY COUNCIL

JESSE ALVARADO
MAYOR

Attest:

LUCIE COLOMBO, CMC
CITY CLERK

SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF HAWAIIAN GARDENS AND AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES (AFSCME) – RANK AND FILE
BARGAINING UNIT

COVID-19 PANDEMIC IMPACT ON WORKFORCE

WHEREAS, due to the COVID-19 pandemic and resulting business closures, the CITY OF HAWAIIAN GARDENS (“CITY”) has both a lack of work and a lack of funds to continue to employ its full workforce;

WHEREAS, the CITY is required to take immediate action with respect to modifying its staffing levels and level of services to address the impact of the COVID-19 pandemic; and

WHEREAS, the CITY and AMERICAN FEDERATION OF STATE COUNTY & MUNICIPAL EMPLOYEES (AFSCME) – Local 3624 have met and conferred regarding the reduction to the CITY’s workforce, the Parties hereby agree as follows:

I. PAID ADMINISTRATIVE LEAVE TIME RELATED TO COVID-19 CORONAVIRUS

The CITY will provide two (2) weeks of paid administrative leave equivalent to seventy-five (75) hours for full-time employees and fifty (50) hours for part-time employees, to be used for any COVID-19 Coronavirus related issues for which an employee was not compensated including:

- a. Employees who have been diagnosed with COVID-19 Coronavirus and have self-quarantined themselves for at least fourteen (14) days; or
- b. Employees who need to take time off work to care for a family member who has been diagnosed with COVID-19 Coronavirus; or
- c. Employees who may have been sent home because of a potential exposure to COVID-19 Coronavirus; or
- d. Employees who have been sent home for exhibiting any flu-like symptoms for at least fourteen (14) days; or
- e. Displaced employees who are experiencing a loss of hours or are not being scheduled to work any hours; or
- f. Employees facing any domestic challenges resulting from COVID-19 Coronavirus pandemic to tend to their families including childcare, personal health, or own personal safety concerns
- g. Should any of these hours remain unused by any employee by the end of the City’s executive order, the hours shall be paid out, to that employee within one pay period after the effective date of this agreement.

II. ESSENTIAL EMPLOYEES

1. In its sole discretion, the CITY will designate certain employees as essential to its operations. The CITY retains the right to alter the designation of an essential employee.

2. For those employees designated as essential employees, the City shall determine if the employee is able to perform job duties remotely. If so, the employee may receive the opportunity to work remotely. Otherwise, employees designated as essential shall report to the CITY to work as directed.

3. Employees designated as essential employees will be allowed to utilize the COVID-19 Coronavirus related paid administrative leave for up to two (2) weeks, equivalent to seventy-five (75) hours for full-time employees and fifty (50) hours for part-time employees, pursuant to Section I of this side letter agreement while they continue to work. Essential employees will have access and the ability to utilize the COVID-19 Coronavirus paid administrative leave until the City Manager has declared the pandemic no longer a threat to the City's operation.

4. Following exhaustion of the COVID-19 Coronavirus related paid administrative leave as outlined in Section I of this side letter agreement, an employee designated as essential will be allowed to use available leave provided under the Temporary Leave Program in Article VI, if otherwise eligible, and any accrued leave banks, including sick, vacation, and PTO.

5. Any new additional available hours of work shall be distributed by seniority within the applicable family of jobs, in accordance with the MOU.

III. NON-ESSENTIAL EMPLOYEES

1. In the event that an employee is designated as non-essential, he or she may utilize the COVID-19 related paid administrative leave for up to two (2) weeks equivalent to seventy-five (75) hours for full-time employees and fifty (50) hours for part-time employees as outlined in Section I of this side letter agreement. While on paid administrative leave, the employee will not report to work, unless otherwise directed.

2. Following exhaustion of the COVID-19 Coronavirus related paid administrative leave as outlined in Section I of this side letter agreement, an employee designated as non-essential will be allowed to use available leave provided under the Temporary Leave Program in Article VI, if otherwise eligible, and any accrued leave banks, including sick, vacation, and PTO.

3. Following exhaustion of any available leave under the Temporary Leave Program and accrued leave banks, the employee will be placed on Leave Without Pay Status.

IV. LAYOFFS

1. The City will not do layoffs for 60 days or until the end of June 30, 2020. In non-essential service areas, all full-time and part-time staff effective May 1 will be brought back at a minimum of 50% capacity of their schedules via assignments or telecommuting. Effective June 1, that number will be reduced to a minimum of 25% if nothing changes with regard to the cities revenues. Staff currently working more than the minimum, shall not be reduced. Potential layoffs beyond sixty (60) days will be in accordance with MOU and layoff notices will not be required to be re-issued.

2. Depending on the required notice period, the effective date of an individual employee's termination may occur during a time period in which an employee is currently utilizing

leave under the Temporary Leave Program or accrued leave banks. In that event, the CITY is not obligated to continue to pay such leaves after the effective date of the employee's layoff.

V. EXTENSION OF TERM OF MEMORANDUM OF UNDERSTANDING

1. The Parties agreed that the current MOU scheduled to expire on June 30, 2020, shall be continued for a period of twelve (12) months, through June 30th, 2021. However, parties agree to re-open II. Compensation A, B, and C. by December 31,2020. Additionally, both parties agree to open bargaining on healthcare benefits solely for regular part-time employees; all other currents health care benefits shall stay in place.

2. During that extended period, all terms and conditions of the MOU shall remain in effect.

VI. TEMPORARY LEAVE PROGRAM

Pursuant to the federal "Families First Coronavirus Response Act of 2020" (House Resolution No. 6201), which was signed into law on March 18, 2020, the CITY shall provide a temporary leave program according to the following terms. The leave provided under this program is temporary, goes into effect on April 1, 2020, and shall expire on December 31, 2020. This temporary leave does not impact any other leaves of absence already provided under CITY policy, resolution, or the MOU.

A. FMLA Leave

Employees who have worked for the CITY for at least 30 calendar days as of March 18, 2020 may receive compensation in conjunction with the exercise of the 12 weeks of leave provided under the Family Medical Leave Act ("FMLA"), subject to the following qualifications.

Qualifications

Employees are eligible to receive compensation in conjunction with FMLA leave only if the employee is unable to work, including under a telecommuting policy and agreement, because the employee must provide care for a minor child whose school or childcare provider is closed due to the COVID-19 pandemic. In the event one employee is the spouse of another employee, both employees are not eligible to simultaneously use FMLA leave for the purpose provided for in HR 6201. Employees are ineligible for this additional use of FMLA leave if they constitute a "first responder" or provide services to a "healthcare provider".

Procedure

Employees must notify the CITY if they intend to use FMLA leave and identify the basis for their eligibility for compensation in conjunction with this leave. The CITY will place an employee on FMLA leave without compensation for the first 10-day period. If the CITY elects to place employees on an unpaid leave for the first 10 days, an employee may request that the CITY permit him/her to use accrued paid leave to cover this initial 10-day period.

For the remainder of the 12-week period of FMLA leave, employees shall receive at least two-thirds of his/her regular rate of pay, measured as of the most recent pay period. Employees' receipt

of compensation shall not exceed \$200 per day and shall not exceed \$10,000 during the entirety of the leave period.

In the event an employee is the spouse of another employee of the CITY, the CITY shall permit one employee to use FMLA leave based upon the need to provide care for a minor child whose school or childcare provider is closed due to the COVID-19 pandemic. Employees who are spouses may request to stagger their use of FMLA leave, so long as only one employee is placed on FMLA leave for the purpose provided under HR 6201.

B. Emergency Paid Sick Leave

Full-time employees shall be entitled to two weeks or 80 hours of emergency paid sick leave. Part-time employees shall be entitled to emergency paid sick leave, in an hourly amount equal to the number of hours worked on average over a two-week period during the last six months. Emergency paid sick leave shall be subject to the following qualifications.

Qualifications

Employees are eligible to receive paid sick leave in the event of the following emergency circumstances:

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to an order, as described above under no. 1.
5. The employee is caring for his/her child if the school or place of care of the child has been closed, or the childcare provider of the child is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition, as specified by the Secretary of Health and Human Services.

Employees are ineligible for this additional paid sick leave if they constitute a "first responder", or provide services to a "healthcare provider".

Procedure

Employees must notify the CITY if they intend to use additional paid sick leave and identify the basis for their eligibility for this leave. Employees who request to use leave for circumstances nos. 1, 2, or 3 above, shall be compensated for the emergency paid sick leave at their regular rate of pay not to exceed \$511 per day, and shall not exceed \$5,110 during the entirety of the leave period. Employees who request to use leave for circumstances nos. 4, 5, or 6, shall be compensated for

the emergency paid sick leave at two-thirds their regular rate of pay not to exceed \$200 per day, and shall not exceed \$2,000 during the entirety of the leave period.

Upon exhausting all the aforementioned leaves including an employee's personal leave accruals such as vacation, sick, compensation and administrative leave hours, they will be allowed to accrue into the "negative" with respect to sick leave ONLY if they meet any of the conditions set forth in Section I, Subsections a-d of this Side Letter Agreement, through the end of April 19, 2020, or the end of the emergency period as formally communicated by the City Manager whichever comes later. Any such requests should be in writing to the City Manager and will take effect immediately upon approval.

SO AGREED:

Date

Ernie Hernandez
City Manager

Date:

Cory Cordova, Union Representative/Admin.
AFSCME District Council 36

**CITY OF HAWAIIAN GARDENS
RESOLUTION NO. 047-2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE SIDE LETTER AGREEMENTS TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAWAIIAN GARDENS AND THE AMERICAN FEDERATION OF THE STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 36, COUNCIL 36, MANAGEMENT UNION.

WHEREAS, due to the COVID-19 Coronavirus pandemic and resulting to business closures, the City of Hawaiian Gardens has both a lack of work and a lack of funds to continue to employ its full workforce; and

WHEREAS, the City of Hawaiian Gardens is required to take immediate action with respect to modifying its staffing levels and level of services to address the impact of the COVID-19 pandemic; and

WHEREAS, the City of Hawaiian Gardens, through its representatives, and American Federation of State County and Municipal Employees (AFSCME) – Local 36 have met and conferred regarding the reduction to the City's workforce; and

WHEREAS, the City Council has reviewed and concurs with the contents of the Side Agreement.

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

Section 1. The City Council of the City of Hawaiian Gardens, hereby ratifies and approves the Memorandum of Understanding by and between by and between American Federation of the State, County, and Municipal Employees, (AFSCME) Management Chapter.

Section 2. The City Clerk of the City of Hawaiian Gardens, or his/her duly appointed Deputy, is hereby directed to attest hereto; and shall cause this Resolution and its certification to be entered into the Book of Resolutions of the City Council of the City of Hawaiian Gardens.

PASSED, AND ADOPTED on this 26th day of May 2020, by the City Council of the City of Hawaiian Gardens.

HAWAIIAN GARDENS CITY COUNCIL

JESSE ALVARADO
MAYOR

Attest:

LUCIE COLOMBO, CMC
CITY CLERK

**CITY OF HAWAIIAN GARDENS
SIDE LETTER OF AGREEMENT**

**THE CITY OF HAWAIIAN GARDENS
AND
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
(AFSCME) - MANAGEMENT BARGAINING UNION LOCAL 36**

COVID-19 PANDEMIC IMPACT ON WORKFORCE

WHEREAS, due to the COVID-19 pandemic and resulting business closures, the CITY OF HAWAIIAN GARDENS ("CITY") has both a lack of work and a lack of funds to continue to employ its full workforce; and

WHEREAS, the CITY is required to take immediate action with respect to modifying its staffing levels and level of services to address the impact of the COVID-19 pandemic; and

WHEREAS, the CITY and AMERICAN FEDERATION OF STATE COUNTY & MUNICIPAL EMPLOYEES (AFSCME) – MANAGEMENT BARGAINING UNIT have met and conferred regarding the reduction to the CITY's workforce, the Parties hereby agree as follows:

I. PAID ADMINISTRATIVE LEAVE TIME RELATED TO COVID-19 CORONAVIRUS

The CITY will provide two (2) weeks of paid administrative leave equivalent to seventy-five (75) hours for full-time employees and fifty (50) hours for part-time employees, to be used for any COVID-19 Coronavirus related issues for which an employee was not compensated including:

- a. Employees who have been diagnosed with COVID-19 Coronavirus and have self-quarantined themselves for at least fourteen (14) days; or
- b. Employees who need to take time off work to care for a family member who has been diagnosed with COVID-19 Coronavirus; or
- c. Employees who may have been sent home because of a potential exposure to COVID-19 Coronavirus; or
- d. Employees who have been sent home for exhibiting any flu-like symptoms for at least fourteen (14) days; or
- e. Displaced employees who are experiencing a loss of hours or are not being scheduled to work any hours; or
- f. Employees facing any domestic challenges resulting from COVID-19 Coronavirus pandemic to tend to their families including childcare, personal health, or own personal safety concerns

II. ESSENTIAL EMPLOYEES

1. In its sole discretion, the CITY will designate certain employees as essential to its operations. The CITY retains the right to alter the designation of an essential employee.

2. For those employees designated as essential employees, the City shall determine if the employee is able to perform job duties remotely. If so, the employee may receive the opportunity to work remotely. Otherwise, employees designated as essential shall report to the CITY to work as directed.

3. Employees designated as essential employees will be allowed to utilize the COVID-19 Coronavirus related paid administrative leave for up to two (2) weeks, equivalent to seventy-five (75) hours for full-time employees and fifty (50) hours for part-time employees, pursuant to Section I of this side letter agreement while they continue to work. Essential employees will have access and the ability to utilize the COVID-19 Coronavirus paid administrative leave until the City Manager has declared the pandemic no longer a threat to the City's operation.

4. Following exhaustion of the COVID-19 Coronavirus related paid administrative leave as outlined in Section I of this side letter agreement, an employee designated as essential will be allowed to use available leave provided under the Temporary Leave Program in Article VI, if otherwise eligible, and any accrued leave banks, including sick, vacation, and PTO.

III. NON-ESSENTIAL EMPLOYEES

1. In the event that an employee is designated as non-essential, he or she may utilize the COVID-19 related paid administrative leave for up to two (2) weeks equivalent to seventy-five (75) hours for full-time employees and fifty (50) hours for part-time employees as outlined in Section I of this side letter agreement. While on paid administrative leave, the employee will not report to work, unless otherwise directed.

2. Following exhaustion of the COVID-19 Coronavirus related paid administrative leave as outlined in Section I of this side letter agreement, an employee designated as non-essential will be allowed to use available leave provided under the Temporary Leave Program in Article VI, if otherwise eligible, and any accrued leave banks, including sick, vacation, and PTO.

3. Following exhaustion of any available leave under the Temporary Leave Program and accrued leave banks, the employee will be placed on Leave Without Pay Status.

IV. LAYOFFS

1. To maintain flexibility in future staffing, the CITY will issue layoff notices on April 1, 2020 to all employees, both essential and non-essential, in accordance with the applicable notice requirements in the Memorandum of Understanding (MOU).

2. Depending on the required notice period, the effective date of an individual employee's termination may occur during a time period in which an employee is currently utilizing leave under the Temporary Leave Program or accrued leave banks. In that event, the CITY is not obligated to continue to pay such leaves after the effective date of the employee's layoff.

V. EXTENSION OF TERM OF MEMORANDUM OF UNDERSTANDING

1. The Parties agreed that the current MOU scheduled to expire on June 30, 2020, shall be continued for a period of six (6) months, through December 31, 2020.

2. During that extended period, all terms and conditions of the MOU shall remain in effect. In the event that any provisions in the MOU conflict with the terms of this Side Letter of Agreement, the terms of this Side Letter of Agreement shall control.

VI. TEMPORARY LEAVE PROGRAM

Pursuant to the federal "Families First Coronavirus Response Act of 2020" (House Resolution No. 6201), which was signed into law on March 18, 2020, the CITY shall provide a temporary leave program according to the following terms. The leave provided under this program is temporary, goes into effect on April 1, 2020, and shall expire on December 31, 2020. This temporary leave does not impact any other leaves of absence already provided under CITY policy, resolution, or the MOU.

A. FMLA Leave

Employees who have worked for the CITY for at least 30 calendar days as of March 18, 2020 may receive compensation in conjunction with the exercise of the 12 weeks of leave provided under the Family Medical Leave Act ("FMLA"), subject to the following qualifications.

Qualifications

Employees are eligible to receive compensation in conjunction with FMLA leave only if the employee is unable to work, including under a telecommuting policy and agreement, because the employee must provide care for a minor child whose school or childcare provider is closed due to the COVID-19 pandemic. In the event one employee is the spouse of another employee, both employees are not eligible to simultaneously use FMLA leave for the purpose provided for in HR 6201. Employees are ineligible for this additional use of FMLA leave if they constitute a "first responder", or provide services to a "healthcare provider".

Procedure

Employees must notify the CITY if they intend to use FMLA leave, and identify the basis for their eligibility for compensation in conjunction with this leave. The CITY will place an employee on FMLA leave without compensation for the first 10-day period. If the CITY elects to place employees on an unpaid leave for the first 10 days, an employee may request that the CITY permit him/her to use accrued paid leave to cover this initial 10-day period.

For the remainder of the 12-week period of FMLA leave, employees shall receive at least two-thirds of his/her regular rate of pay, measured as of the most recent pay period. Employees' receipt of compensation shall not exceed \$200 per day and shall not exceed \$10,000 during the entirety of the leave period.

In the event an employee is the spouse of another employee of the CITY, the CITY shall permit one employee to use FMLA leave based upon the need to provide care for a minor child whose school or childcare provider is closed due to the COVID-19 pandemic. Employees who are spouses may request to stagger their use of FMLA leave, so long as only one employee is placed on FMLA leave for the purpose provided under HR 6201.

B. Emergency Paid Sick Leave

Full-time employees shall be entitled to two weeks or 80 hours of emergency paid sick leave. Part-time employees shall be entitled to emergency paid sick leave, in an hourly amount equal to the number of hours worked on average over a two-week period during the last six months. Emergency paid sick leave shall be subject to the following qualifications.

Qualifications

Employees are eligible to receive paid sick leave in the event of the following emergency circumstances:

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to an order, as described above under no. 1.
5. The employee is caring for his/her child if the school or place of care of the child has been closed, or the childcare provider of the child is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition, as specified by the Secretary of Health and Human Services.

Employees are ineligible for this additional paid sick leave if they constitute a "first responder", or provide services to a "healthcare provider".

Procedure

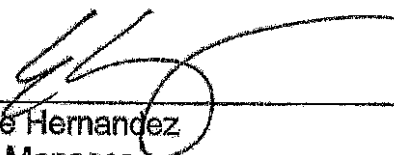
Employees must notify the CITY if they intend to use additional paid sick leave and identify the basis for their eligibility for this leave. Employees who request to use leave for circumstances nos. 1, 2, or 3 above, shall be compensated for the emergency paid sick

leave at their regular rate of pay not to exceed \$511 per day, and shall not exceed \$5,110 during the entirety of the leave period. Employees who request to use leave for circumstances nos. 4, 5, or 6, shall be compensated for the emergency paid sick leave at two-thirds their regular rate of pay not to exceed \$200 per day, and shall not exceed \$2,000 during the entirety of the leave period.


Upon exhausting all the aforementioned leaves including an employee's personal leave accruals such as vacation, sick, compensation and administrative leave hours, they will be allowed to accrue into the "negative" with respect to sick leave ONLY if they meet any of the conditions set forth in Section I, Subsections a-d of this Side Letter Agreement, through the end of April 19, 2020, or the end of the emergency period as formally communicated by the City Manager whichever comes later. Any such requests should be in writing to the City Manager and will take effect immediately upon approval.

SO AGREED:


4-7-20
Date


Ernie Hernandez
City Manager


4/6/2020
Date


Lucia Colombo, CMC
President
AFSCME Management Union - Local 36


4/6/2020
Date


Shavon Cage
Vice President
AFSCME Local 36

4-6-2020
Date


Gloria Thomas
Secretary
AFSCME Local 36

4/7/2020
Date


Lori Condinus
Business Representative
AFSCME District Council 36



CITY OF HAWAIIAN GARDENS
CITY COUNCIL
STAFF REPORT

Agenda Item No. G-15Meeting Date

DATE: May 26, 2020

TO: Honorable Mayor and City Council Members

FROM: Ernie Hernandez, City Manager

BY: Joseph Colombo, Community Development Director
Neema Ghanbari, Assistant Engineer

SUBJECT: **RESOLUTION NO. 040-2020**
A REQUEST FROM THE COMMUNITY DEVELOPMENT DEPARTMENT APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR CONSOLIDATED LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. HG-LLA1 AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2020-2021, AND SETTING A PUBLIC HEARING ON THE PROPOSED LEVY AT THE REGULAR CITY COUNCIL MEETING ON TUESDAY JUNE 23, 2020

SUMMARY

The Consolidated Landscaping and Lighting Assessment District No. HGLLA1 was transferred from the County to the City on July 1, 1995. In accordance with the Landscaping and Lighting Act of 1972, an annual engineer's report has been prepared, and is ready for City Council approval. Upon approval, the City Council needs to declare their intention to levy the assessments as specified in the engineer's report and set a public hearing for the regular City Council meeting of June 11, 2020.

DISCUSSION

The City of Hawaiian Gardens funds the utilities for the maintenance of lighting and landscaping through an assessment on all properties in the City-wide Assessment District. The Lighting and Landscaping Assessment District (LLAD) has been in existence for many years and was administered by Los Angeles County prior to the City's assumption of responsibility in 1995.

Each year the City Council must set the assessment and submit the tax roll to the County Tax Collector prior to August 10th of each year. The attached preliminary Engineer's Report presents the basis for setting the assessment, the amount of the proposed assessment for each property, and a summary of the services to be supported by the

assessment. The Engineer's Report proposes to maintain the previous year's assessment without increase. As such, under Proposition 218 the City is allowed to impose this assessment without a vote of the public to confirm the assessment.

The Landscaping and Lighting Act of 1972, codified in Streets and Highways Code, provides the procedures that need to be followed in the annual levy of assessments. Upon completion of the Engineer's Report, the City Council needs to approve the report, either as presented, or as modified by the City Council. Upon approval of the report, the City Council then needs to adopt a resolution of intent to levy and collect assessments and set a public hearing on the matter.

FISCAL IMPACT

The revenue from the assessment will be \$109,998.33, with expenses estimated to be \$510,970. The balance of the funds is provided by Ad Valorem taxes and the LLAD reserve funds.

RECOMMENDATION

Adopt Resolution No. 040-2020 approving the preliminary Engineer's Report, declaring the City Council's intent to levy and collect assessments for the fiscal year 2020-2021, and setting a public hearing on the proposed levy for the regular City Council meeting of June 23, 2020.

ATTACHMENT(S)

Preliminary Engineer's Report (Exhibit A)
Resolution No. 040-2020

**CITY OF HAWAIIAN GARDENS
RESOLUTION NO. 040-2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR THE CONSOLIDATED LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. HG-LLA1 AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2020-2021, AND SETTING A PUBLIC HEARING ON THE PROPOSED LEVY AT THE REGULAR CITY COUNCIL MEETING ON TUESDAY JUNE 23, 2020

WHEREAS, the City Council has by previous resolution formed the CITY OF HAWAIIAN GARDENS CONSOLIDATED LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT HG-LLA1 (hereafter referred to as the "District"); pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California; and

WHEREAS, the Landscape and Lighting Act of 1972 provides for the levy and collection of assessments by the City of Hawaiian Gardens to pay the maintenance and services of all improvements and facilities related thereto; and,

WHEREAS, Willdan Financial Services has prepared a preliminary Engineer's Report in accordance with said Act, and filed the report with the City Clerk; and,

WHEREAS, it is the intent of the City Council to levy an assessment for the Fiscal Year 2020-2021 as specified in said Engineer's Report;

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

SECTION 1. The Engineer's Report is hereby approved as submitted (Exhibit A)

SECTION 2. The City Council hereby declares its intent to levy and collect assessments on all land within the District boundary for the Fiscal Year 2020-2021.

SECTION 3. The improvements within the District include landscaping, street lighting and all necessary appurtenances. The preliminary Engineer's Report provides a description of all improvements and any or all substantial changes to the District or improvements within the District. No substantial changes are proposed to be made in the existing improvements.

SECTION 4. The boundaries of the District are coterminous with the boundaries of the City of Hawaiian Gardens. The District is known and designated as the CITY OF HAWAIIAN GARDENS CONSOLIDATED LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. HG-LLA1.

SECTION 5. The Engineer's Report, on file with the City Clerk, contains a full and detailed description of the improvements, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land in the District.

SECTION 6. The assessment as proposed does not represent an increase over the previous year's assessment.

SECTION 7. Notice is hereby given that a Public Hearing on this matter will be held by the City Council on Tuesday, June 23, 2020, starting at 6:00 p.m. at their regular meeting.

SECTION 8. The City Clerk shall give notice of the time and place of the Public Hearing by causing the publication of this Resolution in a newspaper of general circulation in the City of Hawaiian Gardens not less than ten (10) days before the date of the hearing.

SECTION 9. The City Clerk or his/her designee shall attest and shall certify to the adoption of the Resolution and shall cause this Resolution and his/her certification to be entered into the Book of Resolutions of the City of Hawaiian Gardens.

SECTION 9. The Mayor or his/her presiding officer is hereby authorized to affix his/her signature to this resolution signifying its passage and adoption by the City Council of the City of Hawaiian Gardens.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS ON THIS 26TH DAY OF MAY 2020.

JESSE ALVARADO
MAYOR

Attest:

LUCIE COLOMBO, CMC, CPMC
CITY CLERK



City of Hawaiian Gardens

Consolidated Landscaping and Lighting Assessment District No. HG-LLA1

2020/2021

PRELIMINARY ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 26, 2020

Public Hearing: June 23, 2020

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The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 commencing with Section 5000) [of the Streets and Highways Code, State of California]."

The 1972 Act also provides for the classification of various areas within an assessment district into different zones where,

"by reason of variations in the nature, location and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

A. BACKGROUND

The District was originally formed by the Los Angeles County ("County") Board of Supervisors as County Lighting Maintenance District Number CLMD 10034, which assessed an ad valorem charge exclusively used for street lighting. In response to Proposition 13, on July 24, 1979, the County formed the County Lighting District LLA-1 throughout the County, including a Zone for the City using the Streets and Highways Code provisions for Landscaping and Lighting district benefit assessments. County Lighting District LLA-1 was consolidated with the ad valorem County Lighting Maintenance District Number CLMD 10034 to provide full funding for street lighting maintenance by joint resolution of the Hawaiian Gardens City Council and Los Angeles County Board of Supervisors.

The ad valorem tax revenue contribution represents the amount of general fund monies the City anticipates it will contribute toward the District's expenses for Fiscal Year 2020/2021. This contribution is adjusted annually based on Ad Valorem tax revenues necessary to fund that portion of the District improvements not funded by the District assessments.

In an effort to gain control of the responsibility for the operation and maintenance of the street lighting system and its funding, the City Council of the City of Hawaiian Gardens initiated proceedings to transfer the authority of the Consolidated District LLA-1 and CLMD 10034 from County to City control. Jurisdiction was transferred by joint resolution of the City and the County as of July 1, 1995. At the same time, the districts were re-designated as the Consolidated Landscaping and Lighting Assessment District No. HG-LLA1. The new Consolidated District No. HG-LLA1 was expanded to include the funding of other improvements authorized under the 1972 Act. Prior to the transfer, the County of Los Angeles administered each year's levy and collection. Since July 1, 1995, the City has administered the annual levy and collection.

On March 12, 1996, the City Council, as the property owner of property located at 21815 Pioneer Boulevard (Los Angeles County Assessor's Parcels Number 7075-001-914, 915 and 916), requested said property be annexed into the District, and further declared their written consent and waiver of annexation hearings, notices and protest proceedings for the annexation, as allowed in Streets and Highways Code Section 22608.

II. BOUNDARIES OF DISTRICT

The boundary of the District is within the City limits of the City of Hawaiian Gardens and is shown on the Assessment Diagram that is on file at City Hall with the City Clerk of the City of Hawaiian Gardens and by reference is made part of this report (On file in the office of the City Clerk at the City Hall of Hawaiian Gardens as Exhibit "A"). The lots and parcels within the District are more particularly described on the Los Angeles County Assessor's Parcel Maps prepared in

IV. IMPROVEMENTS

This District, by special benefit assessments, provides funding, for the installation, operation, maintenance, and servicing of street lights and traffic signals (including the maintenance of appurtenant horizontal and vertical surfaces); the installation, maintenance and servicing of public landscaped areas (parkways, medians, etc.) and the removal or covering of graffiti; all of which are located in public street right-of-way.

Within this assessment district, "improvement" means but is not limited to, one or any combination of the following:

1. The installation or planting of landscaping.
2. The installation or construction of statuary, fountains, and other ornamental structures and facilities.
3. The installation or construction of public lighting facilities, including, but not limited to traffic signals.

"Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.

4. The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
5. The maintenance or servicing, or both, of any of the foregoing.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

1. Repair, removal, or replacement of all or any part of any improvement.
2. Providing for the life, growth, health, and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
3. The removal of trimmings, rubbish, debris, and other solid waste.
4. The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of:

1. Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvement.
2. Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvement.

A map showing the location of the street lights within the District is on file at City Hall with the City Clerk of the City of Hawaiian Gardens and by reference is made part of this report.

A map showing the location of landscaping sub-zones within the District is on file at City Hall with the City Clerk of the City of Hawaiian Gardens and by reference is made part of this Report.

VI. METHOD OF APPORTIONMENT

A. INTRODUCTION

In November 1996 voters of the State of California passed Proposition 218, which added Articles XIIC and XIID to the California Constitution requiring new procedures for assessments. Specifically, as it relates to this District, Article XIID requires that assessments comply with stated provisions by July 1, 1997, unless an assessment district meets certain exemptions. The exemptions from the procedural and approval requirements are set forth in Section 5 of the Article and include the following:

"(a) any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control."

The District assessments qualify for the exemption as the improvements financed by the assessments are considered exempt under provision (a) quoted above, specifically, "street" improvements.

Street Improvement is defined based on the definitions provided by the Office of the Controller for the State of California in the *Guidelines Relating to Gas Tax Expenditures* published by the Division of Local Government Fiscal Affairs. The state's gas tax program is administered in city agencies, but audited by the Office of the State Controller. The proceeds of the gas tax are statutorily limited to expenditures for streets and roads. Because the funds are restricted to street and road costs, the State Controller has developed "Street Purpose Definitions and Guidelines" based on the *Manual of Uniform Highway Accounting and Financial Management Procedures* developed by the American Association of State Highway Officials. Street improvement is defined as the construction, operation, or maintenance of facilities within the right of way used for street or road purposes including but not limited to the following:

- Installation or expansion of the street lighting system including replacement of old equipment with superior equipment, installation of traffic signals at intersections and railroad crossings, replacement of equipment as required for relocations for street purposes, and purchase and installation of traffic signal control equipment.
- Expansion or installation of fences, raised medians or barriers for traffic safety; installation or addition to landscape treatment such as sod, shrubs, trees, irrigation, etc.; installation or extension of curb, gutter, or sidewalks; and replacement of retaining walls to a higher standard.
- Servicing lighting systems and street or road traffic control devices including, repainting and repairing traffic signals and lighting standards; and furnishing of power for street and road lighting and traffic control devices.
- Mowing, tree trimming and watering within the street right of way; replacing top soil, sod, shrubs, trees, irrigation facilities, etc. on the street and roadside; reseeded, re-sodding, and repairing of shoulders and approaches; reshaping or restoration of drainage channels and side slopes; cleaning or repairing of culverts and drains, or curb and gutter.



or condominium. The District includes some properties that may not actually have streetlights on their block but which do receive a neighborhood benefit from the lights in the area. Based on engineering evaluation of the factors involved and a strong indication that lighting benefits are largely people related, a value of ½ unit was given to "People Use" while "Intensity" and "Security Benefit" were each rated at ¼ of a unit to form the basic unit. Parcels in other land use categories were then rated by comparison with the basic unit.

In the remainder of the residential category, which is comprised of multiple rental type properties, the value for Intensity would remain at ¼ of a unit, but the other two items would increase in proportion to the number of family dwelling units on the parcel. For example, a duplex was assigned ¼ of a unit for Intensity, 1 unit for People Use, and ½ of a unit for Security Benefit for a total of 1¾ units. The owner of such property would therefore pay 1¾ times as much for lighting as the owner of a single-family residence. In consideration of the distance some units would be from the lighted roadway, Security Benefits in the residential category would not be increased beyond a value of 1 unit. Thus a 5-unit apartment would be assigned ¼ of a unit for Intensity, 2½ units for People Use, and 1 unit for Security Benefits or a total of 3¾ units. As the number of apartments on a parcel increases, the service charge units assigned for people would follow a declining scale as follows:

21 through 50 Apartments

Units for 20 apartments plus ⅓ of a unit for each apartment over 20
(20 apartments = ¼ for Intensity, 10 for People and 1 for Security = 11¼ units).
Example: 50 apartments; (50 - 20) ÷ 3 = 10; 11¼ + 10 = 21¼ units.

51 through 100 Apartments

Units for 50 apartments plus ¼ of a unit for each apartment over 50
Example: 100 apartments; (100 - 50) ÷ 4 = 12½; 21¼ + 12½ = 33¾ units.

Over 100 Apartments

Units for 100 apartments plus 1/5 of a unit for each apartment over 100
Example: 200 apartments; (200 - 100) ÷ 5 = 20; 33¾ + 20 = 53¾.

The remaining 7 percent of the lots or parcels (County-wide as of 1979) were separated into 48 land use categories as determined by the County Assessor and units were assigned on the basis of average benefits received as follows:

Group A

One Unit — Minimum charge for improved property

1. Irrigated Farms
2. Dry Farms
3. Cemeteries
4. Dump Sites

Group B

Moderate Intensity Lighting	½
Nominal People Use	1
Moderate Security Benefit	½
	2 Units
1. Animal Kennels	



Group G

High Intensity Lighting	1
High People Use	3
High Security Benefit	$\frac{1}{5}$ Units
1. Restaurant	
2. Theater	

Group H

Moderate Intensity Lighting	$\frac{1}{2}$
Nominal People Use	1
High Security Benefit	$\frac{1}{2}$ Units
Doubled due to average size of business	5 Units
1. Light Manufacturing	
2. Food Processing Plant	
3. Warehousing	

Group I

High Intensity Lighting	1
Nominal People Use	1
High Security Benefit	$\frac{1}{3}$ Units
Doubled due to average size of business (Auto, Recreational Equipment Sales-Service)	6 Units

Group J

High Intensity Lighting	1
Moderate People Use	2
High Security Benefit	$\frac{1}{4}$ Units
Doubled due to average size of business	8 Units
1. Markets	
2. Bowling Alleys	
3. Skating Rinks	
4. Department Stores	
5. Hotels and Motels	
6. Mobile Home Parks	
7. Casinos	

Determining the Cost per Lot or Parcel

Using the aforementioned procedures, the sum of the total number of units applicable to all of the lots or parcels in the City would be determined (Total Units). The net amount to be raised by assessment (Net Assessment) is then allocated to each parcel in the District based on their assigned units per parcel. The cost to be assessed per unit (Unit Cost) would be equal to the quotient of the Net Assessment divided by the Total Units. To determine a parcel's assessment, a property owner can multiply the Unit Cost by the number of units assigned to the parcel.

Since the benefits have been related to property use and property users, no charge is assessed to vacant lots within the District.

C. TRAFFIC SIGNALS

The primary benefits of traffic signal maintenance are as follows:

1. Safe, orderly movement of traffic as a result of properly spaced, timed and maintained traffic signals.
2. Reduced downtime caused by malfunctioning traffic signals.
3. Reduction in accidents and attendant human misery and decrease in personal and property loss.
4. Increased facility of use of roads and highways.

Traffic signals have many of the same elements of benefit, as well as similar maintenance and servicing requirements, as streetlights. In general, each traffic signal has relatively high intensity safety lighting at its intersection to facilitate safe driving and pedestrian movements. Therefore, the method of apportionment for traffic signals is determined to be the same as for streetlights, as discussed above under "Street Lights."

D. STREET RIGHT-OF-WAY LANDSCAPING

The primary benefits of street right-of-way landscaping are related to the improved quality of life landscaping provides to a community. The landscaping of right-of-way along streets specially benefits parcels within the District by improving the physical and visual environment and making the District area more desirable. Property desirability is increased when infrastructures including landscaped right-of-way are in place, safe, clean, and well-maintained. Facilities that are unsafe or destroyed by the elements or vandalism decrease the desirability of surrounding property.

The maintenance of street right-of-way landscaping improvements provides a special benefit to parcels within the District. The desirability of parcels within the District is enhanced by the presence of well-maintained medians and parkways. Having properly maintained landscaping within the District means the owners of the assessed parcels may enjoy the benefits of such improvements available for use while avoiding the expense of privately installing and maintaining similar improvements. Each parcel within the District is located within reasonable proximity to the assessed improvements, and therefore, benefits from the improvements provided.

E. GRAFFITI REMOVAL WITHIN STREET RIGHT-OF-WAY

The primary benefits of an active graffiti removal program are as set forth below:

1. Greater property desirability due to a clean, inviting environment for existing residences and businesses.
2. An increase in commercial/industrial activity when new businesses and their employees can be induced to locate in a graffiti-free Area.
3. A reduction in tagging activity when new tagging is immediately removed, thereby frustrating taggers.
4. An increased sense of safety when gang marking and tagging is not allowed to remain visible. Graffiti removal is a "People" intensive benefit, and the method of apportionment is identical to the formula described in the "Street Right-of-Way Landscaping" section of this Report.

F. INCIDENTAL COSTS

Incidental Costs, which are detailed in the "Financial Analysis" section of this Report, are added to each parcel's assessment as a percentage of each parcel's assessment for maintenance and servicing costs of improvements compared to the total of such maintenance and servicing costs pursuant to the 1972 Act.



Land Use Code	Land Use	Street Lighting and Traffic Signals (units per parcel)	Public Landscaping and Graffiti Removal (units per parcel)
38XX	Parking Lots (Industrial)	2	1
40XX	Irrigated Farms	1	1
50XX	Dry Farms	1	1
61XX	Theaters	5	3
63XX	Bowling Alleys	8	4
64XX	Clubs and Lodge Halls	4	2
66XX	Golf Courses	3	1
67XX	Race Tracks/Stables	3	1
68XX	Camps	3	1
69XX	Skating Rinks	8	4
71XX	Churches	2	1
72XX	Private Schools	2	1
75XX	Homes for Aged	3	1
77XX	Cemeteries	1	1
81XX	Utility	2	1
83XX	Petroleum and Gas	2	1
88XX	Government Owned Properties	0	0
89XX	Dump Sites	1	1

The parcel groups beginning with 15XX have a minimum allotment of 3 units per parcel for street lighting and traffic signals, and a minimum allotment of 2 units per parcel for landscaping, parks and graffiti removal.

Group K			
Land Use Code	Land Use	Street Lighting and Traffic Signals (units per 100 sq. ft. of lot area)	Public Landscaping and Graffiti Removal (units per 100 sq. ft. of lot area)
15XX	Neighborhood Shopping Centers	0.014449	0.008892
16XX	Regional Shopping Centers	0.021812	0.013423
22XX	Wholesale and Manufacturing Outlets	0.059858	0.038309
32XX	Heavy Manufacturing	0.006382	0.004084
35XX	Motion Picture, Radio, TV	0.010938	0.006731
37XX	Mineral Processing	0.005615	0.003209
39XX	Open Storage	0.014973	0.008556
65XX	Athletic and Amusement Facilities	0.027431	0.017556
73XX	Colleges, Universities (Private)	0.001736	0.001111
74XX	Hospitals	0.012886	0.008247

IX. ASSESSMENT ROLL

The individual 2020/2021 assessments, tabulated by Assessor's parcel number, are shown on Exhibit "D", the Assessment Roll, on file in the Office of the City Clerk of the City of Hawaiian Gardens by reference are made a part of this report. A summary of the amount of assessment to be collected from each land use is shown in the following table. The assessment on each single-family residence for the current Fiscal Year is \$27.98.

Use Code	Land Use Description	No. of Assessed Parcels	Assessment Amount
0100	Single-family Residences	1,160	\$32,457
0101	Single-family Residences (Pool)	23	644
0109	Single-family Residences (Other Improvements only)	6	168
010C	Condominium	469	13,123
010D	Planned Residential Unit Development (PUD)	60	1,679
010E	Condo Conversion	41	1,147
010M	Modular	1	28
010V	Vacant Residential	2	56
010X	Vacant Parcel with Non-Structural Improvements	1	28
0200	Double, Duplex or Two Units	370	20,150
0201	Double, Duplex or Two Units (Pool)	2	109
0300	Three Units (Any Combination)	27	2,186
0400	Four Units (Any Combination)	23	2,471
0500	Five or More Apartment Units	37	12,812
0900	Manufactured Home Park	1	224
0901	Manufactured Home Park (Pool)	1	224
0903	Manufactured Home Park	1	224
1100	Commercial Stores	42	4,713
1200	Stores and Office Combination	6	672
1210	Store and Residential Combination	3	336
1420	Small Food Store Less than 6000 SQ FT	2	224
1500	Neighborhood Shopping Centers	16	4,334
1600	Regional Shopping Centers	1	106
1700	Office Building	1	118
1814	Hotel and Motel	1	224
1903	Professional Building	1	62
1910	Medical/Dental Buildings	3	186
1920	Veterinary Hospitals, Clinics	1	62
2100	Restaurants, Cocktail Lounge, Tavern	7	1,133
2110	Fast Food- Walk up	3	486
2120	Fast Food- Auto Oriented	1	162
2500	Service Stations	2	224
2600	Auto, Recreation/Construction Equipment, Sales & Services	19	2,353

City of Hawaiian Gardens
 Landscaping and Lighting District No. HG-LLA1
 Fiscal Year 2020/2021 Preliminary Assessment Roll
 (Sorted by APN)

APN	Site Address	Use Code	Units	Lot Sq. Feet	Lighting Units	Lighting Assessment	Landscaping Units	Landscaping Assessment	Total Assessment
7065-001-001	12102 CENTRALIA RD	1700	0	12,197.0	5.0	29.85	2.00	\$88.04	\$117.89
7065-001-002	12106 CENTRALIA RD	3300	0	9,579.0	5.0	29.85	2.00	88.04	117.89
7065-001-003	12104 CENTRALIA RD	3100	0	10,498.0	5.0	29.85	2.00	88.04	117.89
7065-001-015	21101 NORWALK BLVD	6530	0	118,239.0	3.0	17.91	1.00	44.02	61.93
7065-001-016	21123 NORWALK BLVD	3352	0	138,343.0	5.0	29.85	2.00	88.04	117.89
7065-001-017	21205 NORWALK BLVD	3100	0	42,898.0	5.0	29.85	2.00	88.04	117.89
7065-001-027	12064 CENTRALIA RD	6400	0	8,094.0	4.0	23.88	2.00	88.04	111.92
7065-001-032	12042 CENTRALIA RD	3100	0	142,441.0	5.0	29.85	2.00	88.04	117.89
7065-001-033	12020 CENTRALIA RD	3330	0	116,558.0	5.0	29.85	2.00	88.04	117.89
7065-001-034	12120 CENTRALIA RD	1100	0	0.0	4.0	23.88	2.00	88.04	111.92
7065-002-008	21343 NORWALK BLVD NO 1	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-009	21343 NORWALK BLVD #2	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-010	21341 NORWALK BLVD NO 3	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-011	21341 NORWALK BLVD NO 4	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-012	21341 NORWALK BLVD NO 5	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-013	21341 NORWALK BLVD NO 6	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-014	21338 NORWALK BLVD NO 7	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-015	21339 NORWALK BLVD NO 8	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-016	21339 NORWALK BLVD NO 9	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-017	21339 NORWALK BLVD NO 10	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-018	21337 NORWALK BLVD NO 11	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-019	21337 NORWALK BLVD NO 12	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-020	21337 NORWALK BLVD NO 13	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-021	21337 NORWALK BLVD NO 14	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-022	21335 NORWALK BLVD NO 15	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-023	21335 NORWALK BLVD NO 16	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-024	21335 NORWALK BLVD NO 17	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-025	21335 NORWALK BLVD NO 18	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-026	21333 NORWALK BLVD NO 19	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-027	21333 NORWALK BLVD NO 20	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-028	21333 NORWALK BLVD NO 21	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-029	21333 NORWALK BLVD NO 22	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-030	21331 NORWALK BLVD NO 23	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-031	21331 NORWALK BLVD NO 24	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-032	21331 NORWALK BLVD NO 25	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-033	21331 NORWALK BLVD NO 26	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-034	21329 NORWALK BLVD NO 27	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-035	21329 NORWALK BLVD NO 28	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-036	21329 NORWALK BLVD NO 29	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-037	21329 NORWALK BLVD NO 30	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-038	21327 NORWALK BLVD NO 31	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-039	21327 NORWALK BLVD NO 32	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-040	21327 NORWALK BLVD NO 33	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-041	21327 NORWALK BLVD NO 34	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-042	21325 NORWALK BLVD NO 35	010C	1	0.0	1.0	5.97	0.50	22.01	27.98

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APN	Street Address	Use Code	Units	Lot Sq. Feet	Lighting Units	Lighting Assessment	Landscaping Units	Landscaping Assessment	Total Assessment
7065-002-089	21315 NORWALK BLVD NO 82	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-090	21301 NORWALK BLVD NO 83	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-091	21301 NORWALK BLVD NO 84	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-092	21301 NORWALK BLVD NO 85	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-093	21301 NORWALK BLVD NO 86	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-094	21301 NORWALK BLVD NO 87	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-095	21301 NORWALK BLVD NO 88	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-096	21301 NORWALK BLVD NO 89	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-097	21301 NORWALK BLVD NO 90	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-098	21301 NORWALK BLVD NO 91	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-099	21301 NORWALK BLVD NO 92	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-100	21301 NORWALK BLVD NO 93	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-101	21301 NORWALK BLVD NO 94	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-102	21301 NORWALK BLVD NO 95	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-103	21301 NORWALK BLVD NO 96	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-104	21301 NORWALK BLVD NO 97	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-105	21301 NORWALK BLVD NO 98	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-106	21345 NORWALK BLVD NO 99	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-107	21345 NORWALK BLVD NO 100	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-108	21345 NORWALK BLVD NO 101	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-109	21345 NORWALK BLVD NO 102	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-110	21345 NORWALK BLVD NO 103	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-111	21345 NORWALK BLVD NO 104	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-112	21345 NORWALK BLVD NO 105	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-113	21345 NORWALK BLVD NO 106	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-114	21345 NORWALK BLVD NO 107	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-115	21345 NORWALK BLVD NO 108	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-116	21345 NORWALK BLVD NO 109	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-117	21345 NORWALK BLVD NO 110	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-118	21345 NORWALK BLVD NO 111	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-119	21345 NORWALK BLVD NO 112	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-120	21345 NORWALK BLVD NO 113	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-121	21345 NORWALK BLVD NO 114	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-122	21345 NORWALK BLVD NO 115	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-123	21345 NORWALK BLVD NO 116	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-124	21345 NORWALK BLVD NO 117	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-125	21345 NORWALK BLVD NO 118	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-126	21345 NORWALK BLVD NO 119	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-127	21345 NORWALK BLVD NO 120	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-128	21303 NORWALK BLVD NO 121	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-129	21303 NORWALK BLVD NO 122	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-130	21303 NORWALK BLVD NO 123	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-131	21303 NORWALK BLVD NO 124	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-132	21305 NORWALK BLVD UNIT 125	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-002-133	21305 NORWALK BLVD NO 126	010C	1	0.0	1.0	5.97	0.50	22.01	27.98

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7065-007-052	21639 JUAN AVE	6530		20,000.0	5.49	32.78	3.50	164.07	186.84
7065-007-053	12001 CARSON ST	1100	0	32,822.0	4.0	23.88	2.00	88.04	111.92
7065-007-060	21613 JUAN AVE 1	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-061	21611 JUAN AVE UNIT 2	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-062	21607 JUAN AVE NO 3	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-063	21607 JUAN AVE NO 4	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-064	21607 JUAN AVE NO 5	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-065	21607 JUAN AVE NO 6	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-067	21607 JUAN AVE NO 8	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-068	21607 JUAN AVE NO 9	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-069	21607 JUAN AVE NO 10	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-070	21607 JUAN AVE NO 11	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-073	21607 JUAN AVE NO 14	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-076	21607 JUAN AVE NO 17	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-081	21607 JUAN AVE NO 22	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-085	21607 JUAN AVE NO 20	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-067	21607 JUAN AVE NO 28	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-088	21607 JUAN AVE NO 29	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-100	21607 JUAN AVE NO 41	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-102	21607 JUAN AVE NO 35	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-103	21607 JUAN AVE NO 40	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-105	21607 JUAN AVE NO 27	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-106	21607 JUAN AVE NO 33	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-107	21607 JUAN AVE NO 19	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-109	21607 JUAN AVE NO 7	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-110	21607 JUAN AVE NO 12	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-113	21607 JUAN AVE NO 15	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-114	21607 JUAN AVE NO 16	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-116	21607 JUAN AVE NO 18	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-116	21607 JUAN AVE NO 39	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-117	21607 JUAN AVE NO 20	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-118	21607 JUAN AVE NO 25	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-119	21607 JUAN AVE NO 31	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-122	21607 JUAN AVE NO 38	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-124	21607 JUAN AVE NO 34	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-125	21607 JUAN AVE NO 37	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-129	21607 JUAN AVE NO 30	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-134	21607 JUAN AVE NO 32	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-136	21607 JUAN AVE 13	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-137	21607 JUAN AVE 23	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-139	NO SITUS AVAILABLE	0109	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-143	NO SITUS AVAILABLE	0109	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-144	11915 CARSON ST	2700	0	0.0	2.5	14.93	1.00	44.02	58.94
7065-007-145	21607 JUAN AVE 24	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7065-007-147	21607 JUAN AVE NO 21	010E	1	0.0	1.0	5.97	0.50	22.01	27.98

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7065-014-021	21612 JUAN AVE	0100	1	8,760.0	1.0	5.97	0.50	22.01	27.98
7065-014-022	21608 JUAN AVE	0101	1	8,760.0	1.0	5.97	0.50	22.01	27.98
7065-014-023	21532 JUAN AVE	0100	1	8,760.0	1.0	5.97	0.50	22.01	27.98
7065-014-024	21531 HORST AVE	0200	2	8,760.0	1.75	10.45	1.00	44.02	64.46
7065-014-025	21603 HORST AVE	0300	3	8,760.0	2.5	14.93	1.50	66.03	80.95
7065-014-026	21609 HORST AVE	0300	3	8,760.0	2.5	14.93	1.50	66.03	80.95
7065-014-027	21615 HORST AVE	0100	1	8,760.0	1.0	5.97	0.50	22.01	27.98
7065-014-028	21621 HORST AVE	0200	2	7,300.0	1.75	10.45	1.00	44.02	54.46
7065-014-029	21627 HORST AVE	0100	1	13,000.0	1.0	5.97	0.50	22.01	27.98
7065-014-035	21630 JUAN AVE	010V			1.0	5.97	0.50	22.01	27.98
7065-014-036	12029 CARSON ST	2110		39,350.0	5.0	29.85	3.00	132.06	161.91
7065-015-047	12155 CARSON ST	1100		0.0	4.0	23.88	2.00	88.04	111.92
7065-015-048	12171 CARSON ST	1100	0	0.0	4.0	23.88	2.00	88.04	111.92
7065-015-050	12109 CARSON ST	1100	0	0.0	4.0	23.88	2.00	88.04	111.92
7065-015-051	12161 CARSON ST	1100		0.0	4.0	23.88	2.00	88.04	111.92
7065-015-052	12157 CARSON ST	1100	0	0.0	4.0	23.88	2.00	88.04	111.92
7065-015-053	12101 CARSON ST	1100	0	0.0	4.0	23.88	2.00	88.04	111.92
7065-016-001	12103 TILBURY ST	0200	2	5,197.0	1.75	10.45	1.00	44.02	54.46
7065-016-002	12106 TILBURY ST	0100	1	7,800.0	1.0	5.97	0.50	22.01	27.98
7065-016-003	12113 TILBURY ST	0100	1	5,200.0	1.0	5.97	0.50	22.01	27.98
7065-016-004	12117 TILBURY ST	0200	2	5,197.0	1.75	10.45	1.00	44.02	54.46
7065-016-005	12123 TILBURY ST	0100	1	5,200.0	1.0	5.97	0.50	22.01	27.98
7065-016-006	12127 TILBURY ST	0100	1	5,200.0	1.0	5.97	0.50	22.01	27.98
7065-016-007	12131 TILBURY ST	0100	1	5,200.0	1.0	5.97	0.50	22.01	27.98
7065-016-008	12133 TILBURY ST	0200	2	5,197.0	1.75	10.45	1.00	44.02	54.46
7065-016-009	12139 TILBURY ST	0300	3	7,797.0	2.5	14.93	1.50	66.03	80.95
7065-016-010	12147 TILBURY ST	0300	3	7,798.0	2.5	14.93	1.50	66.03	80.95
7065-016-021	12146 216TH ST	0400	4	4,530.0	3.25	19.40	2.00	88.04	107.44
7065-016-022	12140 216TH ST	0300	3	7,797.0	2.5	14.93	1.50	66.03	80.95
7065-016-027	12126 216TH ST	0100	1	5,200.0	1.0	5.97	0.50	22.01	27.98
7065-016-030	12116 216TH ST	0200	2	5,197.0	1.75	10.45	1.00	44.02	54.46
7065-016-031	12112 216TH ST	0100	1	5,200.0	1.0	5.97	0.50	22.01	27.98
7065-016-032	12108 216TH ST	0100	1	5,200.0	1.0	5.97	0.50	22.01	27.98
7065-016-033	12104 216TH ST	0200	2	5,197.0	1.75	10.45	1.00	44.02	54.46
7065-016-034	12100 216TH ST	0200	2	5,197.0	1.75	10.45	1.00	44.02	54.46
7065-016-035	12134 216TH ST	0100	1	5,200.0	1.0	5.97	0.50	22.01	27.98
7065-016-036	12120 216TH ST	0200	2	7,797.0	1.75	10.45	1.00	44.02	54.46
7065-016-037	12130 216TH ST	0200	2	5,197.0	1.75	10.45	1.00	44.02	54.46
7065-016-038	21619 NORWALK BLVD	3100		9,853.0	5.0	29.85	2.00	88.04	117.89
7065-016-039	21611 NORWALK BLVD	1100	#N/A	11,700.0	4.0	23.88	2.00	88.04	111.92
7065-017-001	12101 216TH ST	0100	1	5,200.0	1.0	5.97	0.50	22.01	27.98
7065-017-002	12107 216TH ST	0100	1	5,200.0	1.0	5.97	0.50	22.01	27.98
7065-017-003	12109 216TH ST	0200	2	5,197.0	1.75	10.45	1.00	44.02	54.46
7065-017-004	12115 216TH ST	0200	2	5,197.0	1.75	10.45	1.00	44.02	54.46
7065-017-005	12117 216TH ST	0100	1	5,200.0	1.0	5.97	0.50	22.01	27.98

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7085-018-029	12114 214TH ST	0201	2	5,197.0	1.75	10.45	1.00	44.02	54.48
7085-018-030	12108 214TH ST	0100	1	5,420.0	1.0	5.97	0.50	22.01	27.98
7085-018-031	21401 NORWALK BLVD	1100	0	14,998.0	4.0	23.88	2.00	88.04	111.92
7085-018-032	21421 NORWALK BLVD	1100	0	12,500.0	4.0	23.88	2.00	88.04	111.92
7088-002-013	21600 BLOOMFIELD AVE	0500	77	59,242.0	28.0	167.16	26.75	1,177.54	1,344.69
7088-012-025	21516 CLARETTA AVE	0200	2	7,871.0	1.75	10.45	1.00	44.02	54.46
7088-012-028	12416 FARLOW ST	0100	1	6,400.0	1.0	5.97	0.50	22.01	27.98
7088-012-029	12419 FARLOW ST	0100	1	6,400.0	1.0	5.97	0.50	22.01	27.98
7088-012-030	12425 FARLOW ST	0100	1	6,400.0	1.0	5.97	0.50	22.01	27.98
7088-012-031	12429 FARLOW ST	0100	1	6,400.0	1.0	5.97	0.50	22.01	27.98
7088-012-032	12409 FARLOW ST	0100	1	6,400.0	1.0	5.97	0.50	22.01	27.98
7088-013-020	12441 FARLOW ST	6400	0	46,174.0	4.0	23.88	2.00	88.04	111.92
7088-013-045	12441 CARSON ST	1814	0		8.0	47.76	4.00	176.08	223.84
7088-013-046	12451 CARSON ST	0300	3	28,858.0	2.5	14.93	1.50	66.03	80.95
7088-013-054	12403 CARSON ST	1100	0	14,488.0	6.0	35.82	2.00	88.04	123.86
7088-013-055	12421 CARSON ST	2820	0	71,028.0	6.0	35.82	2.00	88.04	123.86
7088-013-057	12507 CARSON ST	64T0	0	73,181.0	4.0	23.88	2.00	88.04	111.92
7088-013-058	12527 CARSON ST	1500	0	60,716.0	8.77	52.38	5.40	237.71	290.06
7088-013-059	12529 CARSON ST	1500	0	17,894.0	3.0	17.91	2.00	88.04	105.95
7088-013-080	12541 CARSON ST	1500	0	120,200.0	17.37	103.70	10.69	470.57	574.27
7088-013-081	NO SITUS AVAILABLE	1500	0	24,089.0	3.48	20.76	3.00	132.06	152.83
7088-013-082	NO SITUS AVAILABLE	1500	0	14,810.0	3.0	17.91	3.00	132.06	149.97
7088-013-083	12581 CARSON ST UNIT F	1500	0	28,900.0	3.88678	23.20	2.39	105.29	128.49
7088-013-084	NO SITUS AVAILABLE	1500	0	51,822.0	7.46	44.72	4.61	202.93	247.64
7088-013-085	12527 CARSON ST	2110	0	0.0	5.0	29.85	3.00	132.06	161.91
7088-015-001	12334 214TH ST	0100	1	5,750.0	1.0	5.97	0.50	22.01	27.98
7088-015-002	12338 214TH ST	0100	1	5,750.0	1.0	5.97	0.50	22.01	27.98
7088-015-003	12344 214TH ST	0101	1	5,750.0	1.0	5.97	0.50	22.01	27.98
7088-015-004	12348 214TH ST	0100	1	5,750.0	1.0	5.97	0.50	22.01	27.98
7088-015-005	12362 214TH ST	0100	1	5,750.0	1.0	5.97	0.50	22.01	27.98
7088-015-006	12368 214TH ST	0100	1	7,250.0	1.0	5.97	0.50	22.01	27.98
7088-016-003	21408 BELSHIRE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7088-016-004	21412 BELSHIRE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7088-016-005	21416 BELSHIRE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7088-016-008	21420 BELSHIRE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7088-016-009	21428 BELSHIRE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7088-016-009	21432 BELSHIRE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7088-016-012	12310 215TH ST	0100	1	5,510.0	1.0	5.97	0.50	22.01	27.98
7088-016-013	21620 BELSHIRE AVE	0100	1	7,980.0	1.0	5.97	0.50	22.01	27.98
7088-016-015	12314 215TH ST	0100	1	5,520.0	1.0	5.97	0.50	22.01	27.98
7088-016-016	12320 215TH ST	0100	1	10,020.0	1.0	5.97	0.50	22.01	27.98
7088-016-017	12330 215TH ST	0100	1	15,030.0	1.0	5.97	0.50	22.01	27.98
7088-016-020	12318 214TH ST	0100	1	8,160.0	1.0	5.97	0.50	22.01	27.98
7088-016-021	12324 214TH ST	0100	1	8,160.0	1.0	5.97	0.50	22.01	27.98
7088-016-022	12330 214TH ST	0100	1	8,160.0	1.0	5.97	0.50	22.01	27.98

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APN	Situs Address	Use Code	Units	Lot Sq. Feet	Lighting Units	Lighting Assessment	Landscaping Units	Landscaping Assessment	Total Assessment
7066-017-063	21606 BELSHIRE AVE UNIT 18	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-064	21606 BELSHIRE AVE UNIT 3	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-065	21606 BELSHIRE AVE UNIT 16	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-066	21606 BELSHIRE AVE UNIT 4	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-067	21606 BELSHIRE AVE UNIT 15	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-068	21606 BELSHIRE AVE UNIT 5	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-069	21606 BELSHIRE AVE UNIT 14	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-070	21606 BELSHIRE AVE UNIT 6	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-071	21606 BELSHIRE AVE UNIT 13	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-072	21604 BELSHIRE AVE UNIT 3	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-073	21604 BELSHIRE AVE UNIT 4	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-074	21606 BELSHIRE AVE UNIT 9	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-075	21606 BELSHIRE AVE UNIT 10	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-076	21606 BELSHIRE AVE UNIT 8	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-077	21606 BELSHIRE AVE UNIT 11	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-078	21606 BELSHIRE AVE UNIT 7	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-079	21606 BELSHIRE AVE UNIT 12	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-080	21600 BELSHIRE AVE UNIT 1	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-081	21600 BELSHIRE AVE UNIT 2	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-082	21602 BELSHIRE AVE UNIT 2	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-083	21602 BELSHIRE AVE UNIT 5	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-084	21602 BELSHIRE AVE UNIT 1	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-085	21602 BELSHIRE AVE UNIT 6	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-085	21600 BELSHIRE AVE UNIT 3	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-087	21600 BELSHIRE AVE UNIT 4	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-088	21602 BELSHIRE AVE UNIT 3	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-089	21602 BELSHIRE AVE UNIT 4	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-090	21604 BELSHIRE AVE UNIT 1	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-091	21604 BELSHIRE AVE UNIT 6	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-092	21604 BELSHIRE AVE UNIT 2	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-093	21604 BELSHIRE AVE NO 5	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-095	21634 BELSHIRE AVE UNIT A	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-096	21634 BELSHIRE AVE UNIT B	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-097	21634 BELSHIRE AVE UNIT C	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-098	21634 BELSHIRE AVE UNIT D	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-099	21634 BELSHIRE AVE UNIT E	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-100	21634 BELSHIRE AVE UNIT F	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-101	21636 BELSHIRE AVE UNIT A	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-102	21636 BELSHIRE AVE UNIT B	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-103	21638 BELSHIRE AVE UNIT A	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-104	21638 BELSHIRE AVE UNIT B	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-105	21638 BELSHIRE AVE UNIT C	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-106	21638 BELSHIRE AVE UNIT D	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-107	21638 BELSHIRE AVE UNIT E	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-017-108	21638 BELSHIRE AVE UNIT F	010C	1	0.0	1.0	5.97	0.50	22.01	27.98

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7066-020-013	12218 215TH ST	0100	1	6,720.0	1.0	5.97	0.50	22.01	27.98
7066-020-014	12222 215TH ST	0200	2	6,720.0	1.75	10.45	1.00	44.02	54.46
7066-020-015	12228 215TH ST	0100	1	6,440.0	1.0	5.97	0.50	22.01	27.98
7066-020-017	12232 215TH ST	0101	1	6,720.0	1.0	5.97	0.50	22.01	27.98
7066-020-018	12236 215TH ST	0100	1	6,720.0	1.0	5.97	0.50	22.01	27.98
7066-020-019	12242 215TH ST	0100	1	6,720.0	1.0	5.97	0.50	22.01	27.98
7066-020-020	12248 215TH ST	0100	1	6,720.0	1.0	5.97	0.50	22.01	27.98
7066-020-021	12254 215TH ST	0400	4	13,321.0	3.25	19.40	2.00	88.04	107.44
7066-020-024	12247 216TH ST	0200	2	6,847.0	1.75	10.45	1.00	44.02	54.46
7066-020-026	12236 216TH ST	0100	1	12,600.0	1.0	5.97	0.50	22.01	27.98
7066-020-026	12233 216TH ST	0200	2	9,940.0	1.75	10.45	1.00	44.02	54.46
7066-020-032	21512 NORWALK BLVD	1100	0	7,167.0	4.0	23.88	2.00	88.04	111.92
7066-020-033	12215 216TH ST	0500	8	9,971.0	5.25	31.34	4.00	176.08	207.42
7066-020-034	21524 NORWALK BLVD	1910	0	7,497.0	3.0	17.91	1.00	44.02	61.93
7066-020-035	12225 216TH ST	0100	1	13,300.0	1.0	5.97	0.50	22.01	27.98
7066-020-036	21518 NORWALK BLVD	1100	0	2,498.0	4.0	23.88	2.00	88.04	111.92
7066-020-037	21500 NORWALK BLVD	2100	0	0.0	5.0	26.85	3.00	132.06	161.91
7066-020-038	12251 216TH ST	0500	8	0.0	5.25	31.34	4.00	176.08	207.42
7066-021-008	12219 215TH ST	0100	1	6,720.0	1.0	5.97	0.50	22.01	27.98
7066-021-009	12225 215TH ST	0200	2	6,720.0	1.75	10.45	1.00	44.02	54.46
7066-021-010	12229 215TH ST	0200	2	6,534.0	1.75	10.45	1.00	44.02	54.46
7066-021-011	12233 215TH ST	0200	2	6,534.0	1.75	10.45	1.00	44.02	54.46
7066-021-012	12236 215TH ST	0100	1	6,720.0	1.0	5.97	0.50	22.01	27.98
7066-021-013	12243 215TH ST	0100	1	6,720.0	1.0	5.97	0.50	22.01	27.98
7066-021-014	12249 215TH ST	0100	1	6,720.0	1.0	5.97	0.50	22.01	27.98
7066-021-015	12253 215TH ST	0101	1	6,720.0	1.0	5.97	0.50	22.01	27.98
7066-021-016	12259 215TH ST	0300	3	6,534.0	2.5	14.93	1.50	66.03	80.95
7066-021-017	12258 214TH ST	0200	2	6,534.0	1.75	10.45	1.00	44.02	54.46
7066-021-018	12252 214TH ST	0100	1	6,624.0	1.0	5.97	0.50	22.01	27.98
7066-021-019	12248 214TH ST	0100	1	6,624.0	1.0	5.97	0.50	22.01	27.98
7066-021-020	12244 214TH ST	0100	1	6,624.0	1.0	5.97	0.50	22.01	27.98
7066-021-021	12236 214TH ST	0100	1	6,624.0	1.0	5.97	0.50	22.01	27.98
7066-021-022	12228 214TH ST	0400	4	13,177.0	3.25	19.40	2.00	88.04	107.44
7066-021-023	12224 214TH ST	0100	1	6,672.0	1.0	5.97	0.50	22.01	27.98
7066-021-024	12218 214TH ST	0100	1	6,624.0	1.0	5.97	0.50	22.01	27.98
7066-021-026	21418 NORWALK BLVD	1100	0	0.0	4.0	23.88	2.00	88.04	111.92
7066-022-001	12238 213TH ST	0100	1	13,125.0	1.0	5.97	0.50	22.01	27.98
7066-022-002	12248 213TH ST	0101	1	13,125.0	1.0	5.97	0.50	22.01	27.98
7066-022-003	12254 213TH ST	0100	1	13,125.0	1.0	5.97	0.50	22.01	27.98
7066-022-004	12262 213TH ST	0100	1	13,125.0	1.0	5.97	0.50	22.01	27.98
7066-022-009	12265 214TH ST	0500	6	0.0	4.25	26.37	3.00	132.06	157.43
7066-022-010	12263 214TH ST	0100	1	13,275.0	1.0	5.97	0.50	22.01	27.98
7066-022-011	12232 213TH ST	0100	1	7,000.0	1.0	5.97	0.50	22.01	27.98
7066-022-012	12226 213TH ST	0100	1	7,000.0	1.0	5.97	0.50	22.01	27.98
7066-022-013	12218 213TH ST	0100	1	3,480.0	1.0	5.97	0.50	22.01	27.98

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APN	Situs Address	Use Code	Units	Lot Sq. Feet	Lighting Units	Lighting Assessment	Landscaping Units	Landscaping Assessment	Total Assessment
7066-024-014	12320 212TH ST	0101	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7066-024-016	12328 212TH ST	0100	1	7,950.0	1.0	5.97	0.50	22.01	27.98
7066-024-017	12334 212TH ST	0100	1	2,650.0	1.0	5.97	0.50	22.01	27.98
7066-024-018	12336 212TH ST	0100	1	2,650.0	1.0	5.97	0.50	22.01	27.98
7066-024-019	12338 212TH ST	0100	1	2,650.0	1.0	5.97	0.50	22.01	27.98
7066-024-020	12340 212TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7066-024-029	21209 CLARETTA AVE	7100	0	4,930.0	2.0	11.94	1.00	44.02	55.98
7066-024-030	21209 CLARETTA AVE	7100	0	15,000.0	2.0	11.94	1.00	44.02	55.98
7066-025-001	21212 NORWALK BLVD	0100	1	7,828.0	1.0	5.97	0.50	22.01	27.98
7066-025-002	21218 NORWALK BLVD	0100	1	7,971.0	1.0	5.97	0.50	22.01	27.98
7066-025-003	21222 NORWALK BLVD	0100	1	7,971.0	1.0	5.97	0.50	22.01	27.98
7066-025-004	21228 NORWALK BLVD	1100	0	7,214.0	4.0	23.88	2.00	88.04	111.92
7066-025-005	12219 213TH ST	0400	4	15,037.0	3.25	19.40	2.00	88.04	107.44
7066-025-006	12227 213TH ST	0100	1	15,050.0	1.0	5.97	0.50	22.01	27.98
7066-025-007	12233 213TH ST	0100	1	15,050.0	1.0	5.97	0.50	22.01	27.98
7066-025-008	12239 213TH ST	0100	1	15,050.0	1.0	5.97	0.50	22.01	27.98
7066-025-009	12248 213TH ST	0100	1	15,125.0	1.0	5.97	0.50	22.01	27.98
7066-025-010	12255 213TH ST	0100	1	15,125.0	1.0	5.97	0.50	22.01	27.98
7066-025-011	12261 213TH ST	0100	1	15,125.0	1.0	5.97	0.50	22.01	27.98
7066-025-016	12224 212TH ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7066-025-016	12230 212TH ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7066-025-017	12232 212TH ST	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7066-025-018	12234 212TH ST	0100	1	2,650.0	1.0	5.97	0.50	22.01	27.98
7066-025-037	12238 212TH ST	0100	1	4,028.0	1.0	5.97	0.50	22.01	27.98
7066-025-038	12242 212TH ST	0100	1	4,028.0	1.0	5.97	0.50	22.01	27.98
7066-025-039	12244 212TH ST	0100	1	4,028.0	1.0	5.97	0.50	22.01	27.98
7066-025-040	12248 212TH ST	0100	1	4,028.0	1.0	5.97	0.50	22.01	27.98
7066-025-041	12252 212TH ST	0100	1	4,028.0	1.0	5.97	0.50	22.01	27.98
7066-025-042	12258 212TH ST	0100	1	4,028.0	1.0	5.97	0.50	22.01	27.98
7066-025-043	12260 212TH ST	0100	1	4,028.0	1.0	5.97	0.50	22.01	27.98
7066-025-044	12262 212TH ST	0100	1	4,028.0	1.0	5.97	0.50	22.01	27.98
7066-025-045	21208 NORWALK BLVD	7100	0	12,236.0	2.0	11.94	1.00	44.02	55.98
7066-026-007	12226 211TH ST	0100	1	2,625.0	1.0	5.97	0.50	22.01	27.98
7066-026-008	12228 211TH ST	0100	1	2,625.0	1.0	5.97	0.50	22.01	27.98
7066-026-009	12230 211TH ST	0100	1	5,250.0	1.0	5.97	0.50	22.01	27.98
7066-026-010	12234 211TH ST	0100	1	5,250.0	1.0	5.97	0.50	22.01	27.98
7066-026-011	12240 211TH ST	0100	1	2,625.0	1.0	5.97	0.50	22.01	27.98
7066-026-012	12242 211TH ST	0100	1	2,625.0	1.0	5.97	0.50	22.01	27.98
7066-026-013	12244 211TH ST	0100	1	5,250.0	1.0	5.97	0.50	22.01	27.98
7066-026-014	12250 211TH ST	0100	1	5,250.0	1.0	5.97	0.50	22.01	27.98
7066-026-015	12258 211TH ST	0100	1	5,250.0	1.0	5.97	0.50	22.01	27.98
7066-026-016	12260 211TH ST	0100	1	5,250.0	1.0	5.97	0.50	22.01	27.98
7066-026-017	12302 211TH ST	0100	1	5,250.0	1.0	5.97	0.50	22.01	27.98
7066-026-018	12303 212TH ST	0100	1	5,250.0	1.0	5.97	0.50	22.01	27.98
7066-026-019	12261 212TH ST	0100	1	5,250.0	1.0	5.97	0.50	22.01	27.98

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7068-031-002	12424 FARLOW ST	0100	1	8,350.0	1.0	5.97	0.50	22.01	27.98
7068-031-003	12418 FARLOW ST	0100	1	8,350.0	1.0	5.97	0.50	22.01	27.98
7068-031-004	12414 FARLOW ST	0101	1	8,350.0	1.0	5.97	0.50	22.01	27.98
7068-031-009	12408 FARLOW ST	0100	1	8,350.0	1.0	5.97	0.50	22.01	27.98
7068-031-010	12402 FARLOW ST	0100	1	7,874.0	1.0	5.97	0.50	22.01	27.98
7068-001-006	21722 PIONEER BLVD	0100	1	6,250.0	1.0	5.97	0.50	22.01	27.98
7068-001-007	21726 PIONEER BLVD	0200	2	6,251.0	1.75	10.45	1.00	44.02	54.46
7068-001-008	21802 PIONEER BLVD	0100	1	6,250.0	1.0	5.97	0.50	22.01	27.98
7068-001-011	21816 PIONEER BLVD	0100	1	6,250.0	1.0	5.97	0.50	22.01	27.98
7068-001-012	21820 PIONEER BLVD	0200	2	6,250.0	1.75	10.45	1.00	44.02	54.46
7068-001-027	11817 CIVIC CENTER DR	0200	1	2,700.0	1.75	10.45	1.00	44.02	54.46
7068-001-029	11819 CIVIC CENTER DR	0100	1	2,250.0	1.0	5.97	0.50	22.01	27.98
7068-001-033	21803 ARLINE AVE	0300	3	8,255.0	2.5	14.93	1.50	68.03	80.95
7068-001-034	21731 ARLINE AVE	0100	1	5,500.0	1.0	5.97	0.50	22.01	27.98
7068-001-035	21725 ARLINE AVE	0200	2	5,506.0	1.75	10.45	1.00	44.02	54.46
7068-001-036	21721 ARLINE AVE	0100	1	5,500.0	1.0	5.97	0.50	22.01	27.98
7068-001-037	21717 ARLINE AVE	0100	1	6,600.0	1.0	5.97	0.50	22.01	27.98
7068-001-045	11808 CARSON ST	2500	0	14,070.0	4.0	23.88	2.00	88.04	111.02
7068-001-046	21809 ARLINE AVE	0100	1	5,500.0	1.0	5.97	0.50	22.01	27.98
7068-001-047	21813 ARLINE AVE	0100	1	5,500.0	1.0	5.97	0.50	22.01	27.98
7068-001-050	21826 PIONEER BLVD	0200	2	8,750.0	1.75	10.45	1.00	44.02	54.46
7068-001-051	21714 PIONEER BLVD	1100	0	12,510.0	4.0	23.88	2.00	88.04	111.02
7068-001-052	21808 PIONEER BLVD	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7068-001-053	21810 PIONEER BLVD	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7068-002-026	21718 ARLINE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-002-027	21722 ARLINE AVE	0200	1	5,400.0	1.75	10.45	1.00	44.02	54.46
7068-002-028	21726 ARLINE AVE	0200	2	6,650.0	1.75	10.45	1.00	44.02	54.46
7068-002-029	21732 ARLINE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-002-030	21804 ARLINE AVE	0100	1	6,650.0	1.0	5.97	0.50	22.01	27.98
7068-002-031	21808 ARLINE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-002-032	21814 ARLINE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-002-033	21816 ARLINE AVE	0200	2	5,380.0	1.75	10.45	1.00	44.02	54.46
7068-002-034	21824 ARLINE AVE	0200	2	5,380.0	1.75	10.45	1.00	44.02	54.46
7068-002-035	21828 ARLINE AVE	0101	1	4,905.0	1.0	5.97	0.50	22.01	27.98
7068-002-037	21717 CLARKDALE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-002-038	21721 CLARKDALE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-002-039	21727 CLARKDALE AVE	0100	1	6,650.0	1.0	5.97	0.50	22.01	27.98
7068-002-040	21731 CLARKDALE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-002-041	21803 CLARKDALE AVE	0200	2	5,400.0	1.75	10.45	1.00	44.02	54.46
7068-002-042	21807 CLARKDALE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-002-043	21813 CLARKDALE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-002-044	21817 CLARKDALE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-002-045	21823 CLARKDALE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-002-046	21827 CLARKDALE AVE	0100	1	4,880.0	1.0	5.97	0.50	22.01	27.98
7068-002-047	11832 CARSON ST	2100	0	17,725.0	5.0	29.85	3.00	132.00	161.81

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7068-005-038	21822 SEINE AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-005-039	21826 SEINE AVE	0100	1	4,905.0	1.0	5.97	0.50	22.01	27.98
7068-005-042	21721 DEVLIN AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-005-043	21725 DEVLIN AVE	0100	1	6,700.0	1.0	5.97	0.50	22.01	27.98
7068-005-044	21731 DEVLIN AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-005-045	21803 DEVLIN AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-005-046	21809 DEVLIN AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-005-047	21813 DEVLIN AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-005-048	21817 DEVLIN AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-005-049	21823 DEVLIN AVE #B	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-005-050	21827 DEVLIN AVE	0200	2	4,835.0	1.75	10.45	1.00	44.02	54.46
7068-005-052	21816 SEINE AVE	0100	1	8,175.0	1.0	5.97	0.50	22.01	27.98
7068-006-003	NO SITUS AVAILABLE	2700	0	0.0	2.5	14.99	1.00	44.02	58.94
7068-006-032	11954 CARSON ST	1100	0	5,175.0	4.0	23.58	2.00	88.04	111.02
7068-006-033	21714 DEVLIN AVE	0300	3	8,116.0	2.5	14.93	1.50	66.03	80.95
7068-006-034	21720 DEVLIN AVE	0100	1	6,150.0	1.0	5.97	0.50	22.01	27.98
7068-006-035	21724 DEVLIN AVE	0100	1	7,400.0	1.0	5.97	0.50	22.01	27.98
7068-006-036	21730 DEVLIN AVE	0200	2	6,125.0	1.75	10.45	1.00	44.02	54.46
7068-006-037	21802 DEVLIN AVE	0100	1	6,100.0	1.0	5.97	0.50	22.01	27.98
7068-006-038	21808 DEVLIN AVE	0200	2	8,273.0	1.75	10.45	1.00	44.02	54.46
7068-006-039	21814 DEVLIN AVE	0100	1	6,150.0	1.0	5.97	0.50	22.01	27.98
7068-006-040	21819 DEVLIN AVE	0100	1	6,100.0	1.0	5.97	0.50	22.01	27.98
7068-006-041	21822 DEVLIN AVE	0100	1	6,150.0	1.0	5.97	0.50	22.01	27.98
7068-006-042	21826 DEVLIN AVE	0200	2	5,462.0	1.75	10.45	1.00	44.02	54.46
7068-006-044	21711 ELAINE AVE	0200	#N/A	0.0	1.75	10.45	1.00	44.02	54.46
7068-006-045	21719 ELAINE AVE	0200	2	6,281.0	1.75	10.45	1.00	44.02	54.46
7068-006-046	21725 ELAINE AVE	0100	1	6,272.0	1.0	5.97	0.50	22.01	27.98
7068-006-047	21731 ELAINE AVE	0100	1	6,261.0	1.0	5.97	0.50	22.01	27.98
7068-006-048	21803 ELAINE AVE	0200	2	6,232.0	1.75	10.45	1.00	44.02	54.46
7068-006-049	21807 ELAINE AVE	0200	2	6,233.0	1.75	10.45	1.00	44.02	54.46
7068-006-050	21813 ELAINE AVE	0100	1	6,250.0	1.0	5.97	0.50	22.01	27.98
7068-006-052	11982 CARSON ST	2100	0	5,497.0	5.0	29.85	3.00	132.06	161.91
7068-006-053	11976 CARSON ST	2100	0	5,602.0	5.0	29.85	3.00	132.06	161.91
7068-006-054	11966 CARSON ST	2600	0	5,493.0	6.0	35.82	2.00	88.04	123.86
7068-006-055	21817 ELAINE AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7068-006-056	21825 ELAINE AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7068-006-057	21821 ELAINE AVE	0100	1	4,201.0	1.0	5.97	0.50	22.01	27.98
7068-006-058	21829 ELAINE AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7068-007-027	21726 ELAINE AVE	0100	1	4,597.0	1.0	5.97	0.50	22.01	27.98
7068-007-028	21730 ELAINE AVE	0100	1	4,608.0	1.0	5.97	0.50	22.01	27.98
7068-007-029	21802 ELAINE AVE	0100	1	4,618.0	1.0	5.97	0.50	22.01	27.98
7068-007-030	21806 ELAINE AVE	0100	1	6,150.0	1.0	5.97	0.50	22.01	27.98
7068-007-031	21812 ELAINE AVE	0100	1	4,640.0	1.0	5.97	0.50	22.01	27.98
7068-007-032	21816 ELAINE AVE	0100	1	4,650.0	1.0	5.97	0.50	22.01	27.98
7068-007-033	21820 ELAINE AVE	0200	2	4,661.0	1.75	10.45	1.00	44.02	54.46

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7068-012-027	21921 ARLINE AVE	0100	1	5,500.0	1.0	5.97	0.50	22.01	27.98
7068-012-028	21925 ARLINE AVE	0100	1	6,750.0	1.0	5.97	0.50	22.01	27.98
7068-012-029	21931 ARLINE AVE	0100	1	5,500.0	1.0	5.97	0.50	22.01	27.98
7068-012-030	22005 ARLINE AVE	0100	1	5,500.0	1.0	5.97	0.50	22.01	27.98
7068-012-031	22009 ARLINE AVE	0100	1	5,500.0	1.0	5.97	0.50	22.01	27.98
7068-012-032	22013 ARLINE AVE	0100	1	5,500.0	1.0	5.97	0.50	22.01	27.98
7068-012-033	22017 ARLINE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7068-012-034	22021 ARLINE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7068-012-035	22025 ARLINE AVE	0100	1	4,950.0	1.0	5.97	0.50	22.01	27.98
7068-012-037	22020 PIONEER BLVD	0101	1	9,375.0	1.0	6.97	0.50	22.01	27.98
7068-012-041	22016 PIONEER BLVD	0100	1	6,250.0	1.0	5.97	0.50	22.01	27.98
7068-012-043	21918 PIONEER BLVD	0200	2	9,375.0	1.75	10.45	1.00	44.02	54.46
7068-012-044	22008 PIONEER BLVD	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7068-012-045	21912 PIONEER BLVD	0100	1	0.0	1.0	6.97	0.50	22.01	27.98
7068-012-046	21902 PIONEER BLVD	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7068-015-014	21905 NORWALK BLVD	1100	0	3,067.0	4.0	23.88	2.00	88.04	111.92
7068-015-018	21915 NORWALK BLVD	1210	0	8,512.0	4.0	23.88	2.00	88.04	111.92
7068-015-034	21975 NORWALK BLVD	2600	0	6,277.0	6.0	35.82	2.00	88.04	123.86
7068-015-038	21910 IBEX AVE	0100	1	5,550.0	1.0	5.97	0.50	22.01	27.98
7068-015-039	21914 IBEX AVE	0100	2	5,050.0	1.0	5.97	0.50	22.01	27.98
7068-015-040	21920 IBEX AVE	0100	1	5,550.0	1.0	5.97	0.50	22.01	27.98
7068-015-041	21924 IBEX AVE	0100	1	5,550.0	1.0	5.97	0.50	22.01	27.98
7068-015-042	21928 IBEX AVE	0400	4	5,554.0	3.25	19.40	2.00	88.04	107.44
7068-015-043	22004 IBEX AVE	0400	4	5,554.0	3.25	19.40	2.00	88.04	107.44
7068-015-044	22008 IBEX AVE	0400	4	5,554.0	3.25	19.40	2.00	88.04	107.44
7068-015-045	22012 IBEX AVE	0100	1	5,550.0	1.0	5.97	0.50	22.01	27.98
7068-015-046	22016 IBEX AVE	0100	1	5,550.0	1.0	5.97	0.50	22.01	27.98
7068-015-047	22022 IBEX AVE	0100	1	6,800.0	1.0	5.97	0.50	22.01	27.98
7068-015-048	12135 221ST ST	0200	0	6,215.0	1.75	10.45	1.00	44.02	54.46
7068-015-051	21925 NORWALK BLVD	2600	0	2,862.0	6.0	35.82	2.00	88.04	123.86
7068-015-052	22017 NORWALK BLVD	1920	0	3,275.0	3.0	17.91	1.00	44.02	61.93
7068-015-054	22005 NORWALK BLVD	2600	0	0.0	6.0	35.82	2.00	88.04	123.86
7068-015-055	21929 NORWALK BLVD	2600	0	0.0	6.0	35.82	2.00	88.04	123.86
7068-015-056	21906 IBEX AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7068-015-057	21902 IBEX AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7068-015-058	22011 NORWALK BLVD	2600	0	2,500.0	6.0	35.82	2.00	88.04	123.86
7068-016-027	21900 HORST AVE	0100	1	3,379.0	1.0	5.97	0.50	22.01	27.98
7068-016-028	21904 HORST AVE	0200	2	5,428.0	1.75	10.45	1.00	44.02	54.46
7068-016-029	21908 HORST AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-016-030	21914 HORST AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-016-031	21920 HORST AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-016-032	21924 HORST AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-016-033	21930 HORST AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-016-034	22002 HORST AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-016-036	22006 HORST AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98

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7068-018-025	21914 JUAN AVE	0200	2	2,714.0	1.75	10.45	1.00	44.02	54.46
7068-018-026	21918 JUAN AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-018-027	21924 JUAN AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-018-029	22002 JUAN AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-018-031	22026 JUAN AVE	0100	1	5,777.0	1.0	5.97	0.50	22.01	27.98
7068-018-039	21930 JUAN AVE	0100	0	0.0	1.0	5.97	0.50	22.01	27.98
7068-018-042	22008 JUAN AVE	0100	0	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-018-046	22018 JUAN AVE	0100	1		1.0	5.97	0.50	22.01	27.98
7068-019-028	21900 ELAINE AVE	0100	1	2,930.0	1.0	5.97	0.50	22.01	27.98
7068-019-029	21906 ELAINE AVE	0100	1	4,700.0	1.0	5.97	0.50	22.01	27.98
7068-019-030	21910 ELAINE AVE	0100	1	4,711.0	1.0	5.97	0.50	22.01	27.98
7068-019-031	21916 ELAINE AVE	0100	1	4,721.0	1.0	5.97	0.50	22.01	27.98
7068-019-032	21918 ELAINE AVE	0100	1	4,732.0	1.0	5.97	0.50	22.01	27.98
7068-019-033	21924 ELAINE AVE	0100	1	4,742.0	1.0	5.97	0.50	22.01	27.98
7068-019-034	21930 ELAINE AVE	0100	1	4,753.0	1.0	5.97	0.50	22.01	27.98
7068-019-035	22002 ELAINE AVE	0100	1	4,764.0	1.0	5.97	0.50	22.01	27.98
7068-019-036	22008 ELAINE AVE	0100	1	4,774.0	1.0	5.97	0.50	22.01	27.98
7068-019-037	22010 ELAINE AVE	0100	1	4,785.0	1.0	5.97	0.50	22.01	27.98
7068-019-038	22016 ELAINE AVE	0100	1	4,795.0	1.0	5.97	0.50	22.01	27.98
7068-019-039	22020 ELAINE AVE	0100	1	4,812.0	1.0	5.97	0.50	22.01	27.98
7068-019-041	12012 CIVIC CENTER DR	0100	1	3,040.0	1.0	5.97	0.50	22.01	27.98
7068-019-042	21905 JUAN AVE	0100	1	4,750.0	1.0	5.97	0.50	22.01	27.98
7068-019-044	21915 JUAN AVE	0100	1	4,750.0	1.0	5.97	0.50	22.01	27.98
7068-019-045	21921 JUAN AVE	0100	1	6,250.0	1.0	5.97	0.50	22.01	27.98
7068-019-046	21925 JUAN AVE	0100	1	6,250.0	1.0	5.97	0.50	22.01	27.98
7068-019-047	21931 JUAN AVE	0100	1	6,250.0	1.0	5.97	0.50	22.01	27.98
7068-019-048	22003 JUAN AVE	0100	1	6,300.0	1.0	5.97	0.50	22.01	27.98
7068-019-049	22007 JUAN AVE	0100	2	4,722.0	1.0	5.97	0.50	22.01	27.98
7068-019-050	22013 JUAN AVE	0100	1	4,750.0	1.0	5.97	0.50	22.01	27.98
7068-019-051	22019 JUAN AVE	0101	1	4,750.0	1.0	5.97	0.50	22.01	27.98
7068-019-052	22023 JUAN AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7068-019-053	22027 JUAN AVE	0100	1	6,552.0	1.0	5.97	0.50	22.01	27.98
7068-019-054	21911 JUAN AVE	0100	1	4,700.0	1.0	5.97	0.50	22.01	27.98
7068-019-055	22026 ELAINE AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7068-020-024	11959 CIVIC CENTER DR	0200	2	10,008.0	1.75	10.45	1.00	44.02	54.46
7068-020-025	21910 DEVLIN AVE	0100	1	12,000.0	1.0	5.97	0.50	22.01	27.98
7068-020-026	21920 DEVLIN AVE	0100	1	6,150.0	1.0	5.97	0.50	22.01	27.98
7068-020-027	21922 DEVLIN AVE	0100	1	6,150.0	1.0	5.97	0.50	22.01	27.98
7068-020-028	21928 DEVLIN AVE	0100	1	6,150.0	1.0	5.97	0.50	22.01	27.98
7068-020-029	22002 DEVLIN AVE	0200	1	6,000.0	1.75	10.45	1.00	44.02	54.46
7068-020-030	22008 DEVLIN AVE	0100	1	6,150.0	1.0	5.97	0.50	22.01	27.98
7068-020-031	22012 DEVLIN AVE	0200	2	6,150.0	1.75	10.45	1.00	44.02	54.46
7068-020-032	22016 DEVLIN AVE	0200	2	6,125.0	1.75	10.45	1.00	44.02	54.46
7068-020-033	22022 DEVLIN AVE	0100	1	6,000.0	1.0	5.97	0.50	22.01	27.98
7068-020-034	22026 DEVLIN AVE	0200	1	6,000.0	1.75	10.45	1.00	44.02	54.46

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APN	Site Address	Use Code	Units	Lot Sq. Feet	Lighting Units	Lighting Assessment	Landscaping Units	Landscaping Assessment	Total Assessment
7068-022-038	22012 VIOLETA AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-022-037	22016 VIOLETA AVE	0100	1	5,450.0	1.0	6.97	0.50	22.01	27.98
7068-022-038	22022 VIOLETA AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-022-039	22028 VIOLETA AVE	0100	1	5,232.0	1.0	5.97	0.50	22.01	27.98
7068-022-040	11919 CIVIC CENTER DR	0100	1	3,488.0	1.0	5.97	0.50	22.01	27.98
7068-022-041	21805 SEINE AVE	0200	2	5,460.0	1.75	10.45	1.00	44.02	54.46
7068-022-042	21808 SEINE AVE	0200	2	5,428.0	1.75	10.45	1.00	44.02	54.46
7068-022-043	21815 SEINE AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-022-044	21818 SEINE AVE	0200	2	5,428.0	1.75	10.45	1.00	44.02	54.46
7068-022-045	21825 SEINE AVE	0200	2	5,428.0	1.75	10.45	1.00	44.02	54.46
7068-022-046	21829 SEINE AVE	0200	2	5,450.0	1.75	10.45	1.00	44.02	54.46
7068-022-047	22003 SEINE AVE	0200	2	5,428.0	1.75	10.45	1.00	44.02	54.46
7068-022-048	22007 SEINE AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-022-049	22013 SEINE AVE	0100	1	5,450.0	1.0	6.97	0.50	22.01	27.98
7068-022-050	22017 SEINE AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-022-051	22023 SEINE AVE	0100	1	5,232.0	1.0	5.97	0.50	22.01	27.98
7068-022-052	22029 SEINE AVE	0100	1	5,341.0	1.0	5.97	0.50	22.01	27.98
7068-022-053	21904 VIOLETA AVE	0300	3	8,889.0	2.5	14.93	1.50	66.09	80.65
7068-023-028	21910 CLARKDALE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-023-029	21914 CLARKDALE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-023-030	21920 CLARKDALE AVE	0200	2	5,400.0	1.75	10.45	1.00	44.02	54.46
7068-023-031	21924 CLARKDALE AVE	0200	2	5,380.0	1.75	10.45	1.00	44.02	54.46
7068-023-032	21930 CLARKDALE AVE	0200	2	5,380.0	1.75	10.45	1.00	44.02	54.46
7068-023-039	21901 VIOLETA AVE	0100	1	4,251.0	1.0	5.97	0.50	22.01	27.98
7068-023-040	21905 VIOLETA AVE	0100	1	4,897.0	1.0	5.97	0.50	22.01	27.98
7068-023-041	21911 VIOLETA AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-023-042	21915 VIOLETA AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-023-043	21921 VIOLETA AVE	0100	1	5,450.0	1.0	6.97	0.50	22.01	27.98
7068-023-044	21925 VIOLETA AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-023-045	21931 VIOLETA AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-023-046	22003 VIOLETA AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-023-047	22007 VIOLETA AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-023-048	22013 VIOLETA AVE	0100	1	6,450.0	1.0	5.97	0.50	22.01	27.98
7068-023-049	22017 VIOLETA AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-023-050	22023 VIOLETA AVE	0100	1	5,450.0	1.0	5.97	0.50	22.01	27.98
7068-023-051	11871 221ST ST	0100	1	5,232.0	1.0	5.97	0.50	22.01	27.98
7068-023-054	11882 CIVIC CENTER DR	0100	1	3,200.0	1.0	5.97	0.50	22.01	27.98
7068-023-055	11858 CIVIC CENTER DR	0100	1	5,166.0	1.0	5.97	0.50	22.01	27.98
7068-024-026	11832 CIVIC CENTER DR	0100	1	8,886.0	1.0	5.97	0.50	22.01	27.98
7068-024-027	21910 ARLINE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-024-028	21914 ARLINE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-024-029	21920 ARLINE AVE	0200	2	5,380.0	1.75	10.45	1.00	44.02	54.46
7068-024-030	21924 ARLINE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-024-031	21930 ARLINE AVE	0100	1	5,400.0	1.0	5.97	0.50	22.01	27.98
7068-024-032	22002 ARLINE AVE	0100	1	6,400.0	1.0	5.97	0.50	22.01	27.98

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APN	Situs Address	Use Code	Units	Lot Sq. Feet	Lighting Units	Lighting Assessment	Landscaping Units	Landscaping Assessment	Total Assessment
7069-003-023	22205 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-003-024	22209 CLARKDALE AVE	0200	2	4,998.0	1.75	10.45	1.00	44.02	54.46
7069-003-025	22215 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-003-026	22219 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-003-028	22102 ARLINE AVE	0100	1	4,000.0	1.0	5.97	0.50	22.01	27.98
7069-003-029	22101 CLARKDALE AVE	0100	1	4,000.0	1.0	5.97	0.50	22.01	27.98
7069-003-030	11833 223RD ST	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-003-031	22225 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-003-032	22117 CLARKDALE AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-003-033	22119 CLARKDALE AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-003-035	22127 CLARKDALE AVE	0100	1	3,600.0	1.0	5.97	0.50	22.01	27.98
7069-003-038	22201 CLARKDALE AVE	0100	1	3,900.0	1.0	5.97	0.50	22.01	27.98
7069-003-037	22219 ARLINE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-003-038	22112 ARLINE AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7069-003-039	22118 ARLINE AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7069-003-041	22108 ARLINE AVE	0100	0	0.0	1.0	5.97	0.50	22.01	27.98
7069-003-042	22110 ARLINE AVE	0100	0	0.0	1.0	5.97	0.50	22.01	27.98
7069-003-043	22128 ARLINE AVE	0300	3		2.5	14.93	1.50	66.03	80.95
7069-004-002	22109 CLARKDALE AVE	0100	1	3,600.0	1.0	5.97	0.50	22.01	27.98
7069-004-000	22118 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-007	22120 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-010	22200 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-011	22208 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-014	22218 CLARKDALE AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-004-015	22220 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-021	22119 VIOLETA AVE	0100	1	2,496.0	1.0	5.97	0.50	22.01	27.98
7069-004-022	22121 VIOLETA AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-023	22127 VIOLETA AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-024	22201 VIOLETA AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-029	22221 VIOLETA AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-033	22110 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-034	22124 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-035	11852 221ST ST	0100	1	4,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-036	22224 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-037	22227 VIOLETA AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-004-038	22115 VIOLETA AVE	0200	2	7,497.0	1.75	10.45	1.00	44.02	54.46
7069-004-039	11858 221ST ST	0500	5	9,448.0	3.75	22.36	2.50	110.05	132.43
7069-004-040	22200 VIOLETA AVE	0500	6	12,497.0	4.25	25.37	3.00	132.06	157.43
7069-004-041	22210 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-005-004	22112 VIOLETA AVE # A & B	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-005-005	22118 VIOLETA AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-005-008	22122 VIOLETA AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-005-009	22128 VIOLETA AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-005-012	22208 VIOLETA AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-006-013	22208 VIOLETA AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46

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7069-009-041	22202 ELAINE AVE	0100	1	4,200.0	1.0	5.97	0.50	22.01	27.98
7069-009-042	22206 ELAINE AVE	0100	1	6,700.0	1.0	5.97	0.50	22.01	27.98
7069-009-049	22101 JUAN AVE	0100	1	4,320.0	1.0	5.97	0.50	22.01	27.98
7069-009-050	22225 JUAN AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-009-051	22127 JUAN AVE	0100	1	3,900.0	1.0	5.97	0.50	22.01	27.98
7069-009-052	22201 JUAN AVE	0100	1	3,700.0	1.0	5.97	0.50	22.01	27.98
7069-009-053	22120 ELAINE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-009-054	22118 ELAINE AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-009-055	22116 ELAINE AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-009-056	22112 ELAINE AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-009-057	22207 JUAN AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-009-059	22214 ELAINE AVE	0100	1	7,500.0	1.0	5.97	0.50	22.01	27.98
7069-009-060	22220 ELAINE AVE	0100	1	6,000.0	1.0	5.97	0.50	22.01	27.98
7069-009-061	12007 223RD ST	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-010-004	22109 JOLIET AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-010-007	22119 JOLIET AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-010-008	22121 JOLIET AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-010-009	22125 JOLIET AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-010-011	22203 JOLIET AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-010-012	22207 JOLIET AVE	0100	1	3,800.0	1.0	5.97	0.50	22.01	27.98
7069-010-014	22215 JOLIET AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-010-017	22223 JOLIET AVE	0200	2	4,966.0	1.75	10.45	1.00	44.02	54.46
7069-010-018	22115 JOLIET AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-010-023	22219 JOLIET AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-010-024	22221 JOLIET AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-010-025	22101 JOLIET AVE	0200	2	3,276.0	1.75	10.45	1.00	44.02	54.46
7069-010-026	22103 JOLIET AVE	0200	2	3,254.0	1.75	10.45	1.00	44.02	54.46
7069-010-027	22211 JOLIET AVE	0100	1	3,800.0	1.0	5.97	0.50	22.01	27.98
7069-011-006	22116 JOLIET AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-011-007	22118 JOLIET AVE	0100	1	6,000.0	1.0	5.97	0.50	22.01	27.98
7069-011-008	22122 JOLIET AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-011-009	22128 JOLIET AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-011-010	22208 JOLIET AVE	0100	2	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-011-015	22222 JOLIET AVE	0100	0	0.0	1.0	5.97	0.50	22.01	27.98
7069-011-016	22224 JOLIET AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-011-018	22105 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-011-019	22109 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-011-022	22117 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-011-023	22119 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-011-026	22205 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-011-027	22207 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-011-028	22209 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-011-029	22211 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-011-030	22215 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-011-031	22217 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98

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7069-013-039	22118 IBEX AVE	0100	1	4,998.0	1.0	5.97	0.50	22.01	27.98
7069-013-043	22124 NORWALK BLVD	1100	0	4,269.0	4.0	23.88	2.00	88.04	111.92
7069-013-044	NO SITUS AVAILABLE	2700	0	0.0	2.5	14.93	1.00	44.02	58.94
7069-013-045	22125 NORWALK BLVD	2700	0	4,035.0	2.5	14.93	1.00	44.02	58.94
7069-013-046	NO SITUS AVAILABLE	2700	0	0.0	2.5	14.93	1.00	44.02	58.94
7069-013-047	22203 NORWALK BLVD	1420	0	4,356.0	4.0	23.88	2.00	88.04	111.92
7069-013-052	22101 NORWALK BLVD	1200	0	0.0	4.0	23.88	2.00	88.04	111.92
7069-013-053	NO SITUS AVAILABLE	2700	0	0.0	2.5	14.93	1.00	44.02	58.94
7069-013-054	22219 NORWALK BLVD	1200	0	27,442.8	4.0	23.88	2.00	88.04	111.92
7069-019-003	22316 IBEX AVE	0100	1	6,000.0	1.0	5.97	0.50	22.01	27.98
7069-019-006	22400 IBEX AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-019-008	22408 IBEX AVE	0100	1	3,800.0	1.0	5.97	0.50	22.01	27.98
7069-019-037	22302 IBEX AVE	0200	2	7,998.0	1.75	10.45	1.00	44.02	54.46
7069-019-038	22310 IBEX AVE	0100	1	4,500.0	1.0	5.97	0.50	22.01	27.98
7069-019-039	22307 NORWALK BLVD	1100	0	4,238.0	4.0	23.88	2.00	88.04	111.92
7069-019-040	22313 NORWALK BLVD	0100	1	6,443.0	1.0	5.97	0.50	22.01	27.98
7069-019-041	22320 IBEX AVE	0200	2	8,459.0	1.75	10.45	1.00	44.02	54.46
7069-019-042	22326 IBEX AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-019-051	22419 NORWALK BLVD	1200	0	29,913.0	4.0	23.88	2.00	88.04	111.92
7069-019-052	22437 NORWALK BLVD	1910	0	2.0	3.0	17.91	1.00	44.02	61.93
7069-020-007	22316 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-020-008	22316 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-020-009	22320 HORST AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-020-011	22328 HORST AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-020-013	22332 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-020-016	22408 HORST AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-020-017	22410 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-020-018	22414 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-020-019	22418 HORST AVE	0200	1	5,000.0	1.75	10.45	1.00	44.02	54.46
7069-020-020	22420 HORST AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-020-021	22424 HORST AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-020-022	22426 HORST AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-020-023	22428 HORST AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-020-024	22430 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-020-026	22307 IBEX AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-020-027	22309 IBEX AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-020-033	22327 IBEX AVE	0200	2	4,998.0	1.75	10.45	1.00	44.02	54.46
7069-020-034	22333 IBEX AVE	0200	2	4,998.0	1.75	10.45	1.00	44.02	54.46
7069-020-037	22407 IBEX AVE	0100	1	2,800.0	1.0	5.97	0.50	22.01	27.98
7069-020-038	22411 IBEX AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-020-043	22429 IBEX AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-020-044	22431 IBEX AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-020-047	22321 IBEX AVE	0200	2	4,154.0	1.75	10.45	1.00	44.02	54.46
7069-020-048	22314 HORST AVE	0100	1	3,000.0	1.0	5.97	0.50	22.01	27.98
7069-020-049	22306 HORST AVE	0100	1	3,000.0	1.0	5.97	0.50	22.01	27.98

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APN	Site Address	Use Code	Units	Lot Sq. Feet	Lighting Units	Lighting Assessment	Landscaping Units	Landscaping Assessment	Total Assessment
7069-021-050	22429 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-021-051	22431 HORST AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-021-052	22324 JOLIET AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-021-053	22326 JOLIET AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-021-054	22425 HORST AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-022-003	22309 JOLIET AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-022-004	22311 JOLIET AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-022-005	22315 JOLIET AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-022-006	22317 JOLIET AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-022-011	22331 JOLIET AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-022-012	22333 JOLIET AVE	0200	2	4,966.0	1.75	10.45	1.00	44.02	54.46
7069-022-017	22417 JOLIET AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-022-018	22419 JOLIET AVE	0200	2	2,466.0	1.75	10.45	1.00	44.02	54.46
7069-022-019	22421 JOLIET AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-022-020	22425 JOLIET AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-022-025	22407 JOLIET AVE	0100	1	3,300.0	1.0	5.97	0.50	22.01	27.98
7069-022-026	22409 JOLIET AVE	0100	1	3,200.0	1.0	5.97	0.50	22.01	27.98
7069-022-027	22405 JOLIET AVE	0100	#N/A	0.0	1.0	5.97	0.50	22.01	27.98
7069-022-032	22429 JOLIET AVE	0100	1	3,800.0	1.0	5.97	0.50	22.01	27.98
7069-022-033	22431 JOLIET AVE	0100	1	3,800.0	1.0	5.97	0.50	22.01	27.98
7069-022-034	22415 JOLIET AVE	0100	1	3,300.0	1.0	5.97	0.50	22.01	27.98
7069-022-035	22321 JOLIET AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7069-022-036	22301 JOLIET AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7069-022-039	22305 JOLIET AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7069-022-040	22326 JOLIET AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7069-023-002	22308 ELAINE AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-023-024	22307 JUAN AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-023-025	22309 JUAN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-023-026	22311 JUAN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-023-027	22315 JUAN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-023-033	22401 JUAN AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-023-034	22405 JUAN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-023-035	22407 JUAN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-023-036	22409 JUAN AVE	0100	1	2,600.0	1.0	5.97	0.50	22.01	27.98
7069-023-037	22411 JUAN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-023-038	22415 JUAN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-023-039	22417 JUAN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-023-040	22419 JUAN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-023-041	22421 JUAN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-023-042	22425 JUAN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-023-043	22427 JUAN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-023-048	22321 JUAN AVE	0100	1	3,800.0	1.0	5.97	0.50	22.01	27.98
7069-023-049	22325 JUAN AVE	0100	1	3,800.0	1.0	5.97	0.50	22.01	27.98
7069-023-052	22428 ELAINE AVE	0200	2	4,996.0	1.75	10.45	1.00	44.02	54.46
7069-023-053	22302 ELAINE AVE	0100	1	3,800.0	1.0	5.97	0.50	22.01	27.98

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APN	Situs Address	Use Code	Units	Lot Sq. Feet	Lighting Units	Lighting Assessment	Landscaping Units	Landscaping Assessment	Total Assessment
7069-024-053	22317 ELAINE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-024-054	22327 ELAINE AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-024-055	22331 ELAINE AVE	0200	2	4,998.0	1.75	10.45	1.00	44.02	54.45
7069-024-056	22407 ELAINE AVE	0100	1	3,800.0	1.0	5.97	0.50	22.01	27.98
7069-024-057	22408 ELAINE AVE	0100	1	3,746.0	1.0	5.97	0.50	22.01	27.98
7069-024-058	22415 ELAINE AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-024-060	22419 ELAINE AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-024-081	22421 ELAINE AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-024-082	22425 ELAINE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-024-085	22431 ELAINE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-024-065	22404 FUNSTON AVE	0100	1	3,800.0	1.0	5.97	0.50	22.01	27.98
7069-024-087	22408 FUNSTON AVE	0100	1	3,800.0	1.0	5.97	0.50	22.01	27.98
7069-024-088	22424 FUNSTON AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-024-069	22326 FUNSTON AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-024-070	11960 223RD ST	0300	3	4,998.0	2.5	14.93	1.50	66.03	80.95
7069-025-009	22326 DEVLIN AVE	0200	2	4,998.0	1.75	10.45	1.00	44.02	54.45
7069-025-012	22402 DEVLIN AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-015	22414 DEVLIN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-025-016	22416 DEVLIN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-025-017	22418 DEVLIN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-025-019	22424 DEVLIN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-025-020	22426 DEVLIN AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-025-026	22315 FUNSTON AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-027	22317 FUNSTON AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-028	22325 FUNSTON AVE	0101	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-031	22333 FUNSTON AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-036	22411 FUNSTON AVE	0100	1	3,800.0	1.0	5.97	0.50	22.01	27.98
7069-025-037	22415 FUNSTON AVE	0100	1	3,700.0	1.0	5.97	0.50	22.01	27.98
7069-025-042	22420 FUNSTON AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-043	22419 FUNSTON AVE	0200	2	4,998.0	1.75	10.45	1.00	44.02	54.45
7069-025-044	22425 FUNSTON AVE	0200	2	4,998.0	1.75	10.45	1.00	44.02	54.45
7069-025-047	22327 FUNSTON AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-048	22304 DEVLIN AVE	0100	1	4,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-049	11966 223RD ST	0100	1	4,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-050	11980 223RD ST	0200	2	4,998.0	1.75	10.45	1.00	44.02	54.45
7069-025-051	22428 DEVLIN AVE	0200	2	4,998.0	1.75	10.45	1.00	44.02	54.45
7069-025-052	22403 FUNSTON AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-053	22407 FUNSTON AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-056	22330 DEVLIN AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-056	22310 DEVLIN AVE	0100	1	7,000.0	1.0	5.97	0.50	22.01	27.98
7069-025-057	22316 DEVLIN AVE	0200	#N/A	0.0	1.75	10.45	1.00	44.02	54.45
7069-025-058	22320 DEVLIN AVE	0200	2	5,000.0	1.75	10.45	1.00	44.02	54.45
7069-025-059	22410 DEVLIN AVE A	0300	3	0.0	2.5	14.93	1.50	66.03	80.95
7069-025-060	22307 FUNSTON AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-026-008	22306 SEINE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98

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7069-027-037	22307 SEINE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-027-044	22402 VIOLETA AVE	0100	0	0.0	1.0	5.97	0.50	22.01	27.98
7069-027-045	22406 VIOLETA AVE	0100	0		1.0	5.97	0.50	22.01	27.98
7069-027-046	22417 SEINE AVE	0100	0	0.0	1.0	5.97	0.50	22.01	27.98
7069-027-049	22306 VIOLETA AVE	0100		0.0	1.0	5.97	0.50	22.01	27.98
7069-028-003	22304 CLARKDALE AVE	0200	2	3,746.0	1.75	10.45	1.00	44.02	54.46
7069-028-004	22308 CLARKDALE AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-028-011	22326 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-028-027	22321 VIOLETA AVE	0200	2		1.75	10.45	1.00	44.02	54.46
7069-028-028	22327 VIOLETA AVE	0200	2	4,996.0	1.75	10.45	1.00	44.02	54.46
7069-028-031	22401 VIOLETA AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-028-032	22405 VIOLETA AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-028-039	22317 VIOLETA AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-028-043	22310 CLARKDALE AVE	0200	2	7,467.0	1.75	10.45	1.00	44.02	54.46
7069-028-046	22318 CLARKDALE AVE	0100	2	3,746.0	1.0	5.97	0.50	22.01	27.98
7069-028-047	22320 CLARKDALE AVE	0100	1	3,746.0	1.0	5.97	0.50	22.01	27.98
7069-028-048	22303 VIOLETA AVE	0200	2	3,468.0	1.75	10.45	1.00	44.02	54.46
7069-028-049	22307 VIOLETA AVE	0100	1	4,000.0	1.0	5.97	0.50	22.01	27.98
7069-028-050	22333 VIOLETA AVE	0200	2	4,996.0	1.75	10.45	1.00	44.02	54.46
7069-028-051	22309 VIOLETA AVE	0100	1	3,600.0	1.0	5.97	0.50	22.01	27.98
7069-028-052	22311 VIOLETA AVE	0100	1	3,600.0	1.0	5.97	0.50	22.01	27.98
7069-028-053	22330 CLARKDALE AVE	0200	2	4,996.0	1.75	10.45	1.00	44.02	54.46
7069-028-054	11852 223RD ST	0200	2	3,746.0	1.75	10.45	1.00	44.02	54.46
7069-028-056	22408 VIOLETA AVE	0100	#N/A	0.0	1.0	5.97	0.50	22.01	27.98
7069-029-004	22316 ARLINE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-029-005	22320 ARLINE AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-029-006	22324 ARLINE AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-029-007	22328 ARLINE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-029-012	22309 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-029-013	22315 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-029-016	22327 CLARKDALE AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-029-017	22329 CLARKDALE AVE	0200	2	2,496.0	1.75	10.45	1.00	44.02	54.46
7069-029-018	22331 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-029-023	22335 CLARKDALE AVE	0100	1	2,500.0	1.0	5.97	0.50	22.01	27.98
7069-029-025	11826 223RD ST	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-029-026	22305 CLARKDALE AVE	0100	1	7,500.0	1.0	5.97	0.50	22.01	27.98
7069-029-027	22319 CLARKDALE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-029-028	22306 ARLINE AVE	0200	2	7,467.0	1.75	10.45	1.00	44.02	54.46
7069-030-031	22307 ARLINE AVE	0200	2	12,859.0	1.75	10.45	1.00	44.02	54.46
7069-030-032	22311 ARLINE AVE	0400	4	5,750.0	3.25	19.40	2.00	88.04	107.44
7069-030-035	22323 ARLINE AVE	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7069-030-038	NO SITUS AVAILABLE	0200	0	6,000.0	1.75	10.45	1.00	44.02	54.46
7075-019-044	11940 226TH ST UNIT 1	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-045	11940 226TH ST UNIT B	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-046	11940 226TH ST UNIT 3	010C	1	0.0	1.0	5.97	0.50	22.01	27.98

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7075-019-101	12030 226TH ST UNIT 54	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-102	12030 226TH ST UNIT 56	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-111	12020 226TH ST UNIT 60	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-112	12020 226TH ST UNIT 61	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-113	12050 226TH ST UNIT 36	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-114	12010 226TH ST UNIT 16	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-115	12010 226TH ST UNIT 17	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-116	12040 226TH ST UNIT 40	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-117	12040 226TH ST UNIT D	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-118	12020 226TH ST UNIT 56	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-119	12020 226TH ST UNIT 57	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-120	12020 226TH ST UNIT 58	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-019-121	12020 226TH ST UNIT 59	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7075-020-007	22627 NORWALK BLVD	7100	0	19,166.0	2.0	11.94	1.00	44.02	55.96
7075-020-010	22601 NORWALK BLVD	2700	0	0.0	2.5	14.93	1.00	44.02	58.94
7075-020-011	12100 226TH ST	0500	101	0.0	33.95	202.68	32.70	1,439.45	1,642.13
7076-001-004	12300 CARSON ST	2600	0	19,450.0	6.0	35.82	2.00	88.04	123.86
7076-001-012	12360 CARSON ST	3100	0	23,710.0	5.0	29.85	2.00	88.04	117.89
7076-001-015	12408 CARSON ST	3100	0	9,178.0	5.0	29.85	2.00	88.04	117.89
7076-001-018	12414 CARSON ST	2100	0	4,060.0	5.0	29.85	3.00	132.06	161.91
7076-001-017	21709 VERNE AVE	0100	1	4,957.0	1.0	5.97	0.50	22.01	27.98
7076-001-018	21729 VERNE AVE	0100	1	9,723.0	1.0	5.97	0.50	22.01	27.98
7076-001-019	21737 VERNE AVE	0100	1	9,735.0	1.0	5.97	0.50	22.01	27.98
7076-001-021	21816 VERNE AVE	0200	2	9,583.0	1.75	10.45	1.00	44.02	54.46
7076-001-022	21821 VERNE AVE	0100	1	9,735.0	1.0	5.97	0.50	22.01	27.98
7076-001-024	21803 VERNE AVE	0100	1	9,735.0	1.0	5.97	0.50	22.01	27.98
7076-001-025	21809 VERNE AVE	0500	5	9,583.0	3.75	22.39	2.50	110.05	132.43
7076-001-026	12404 CARSON ST	2670	0	9,117.0	6.0	35.82	2.00	88.04	123.86
7076-001-028	12328 CARSON ST	2600	0	37,567.0	6.0	35.82	2.00	88.04	123.86
7076-001-029	12318 CARSON ST	3300	0	19,338.0	5.0	29.85	2.00	88.04	117.89
7076-001-030	NO SITUS AVAILABLE	3900	0	9,148.0	1.36673	8.18	0.78	34.45	42.83
7076-001-031	21804 BELSHIRE AVE	2600	0	40,628.0	6.0	35.82	2.00	88.04	123.86
7076-001-033	21721 VERNE AVE	3100	0	0.0	5.0	29.85	2.00	88.04	117.89
7076-001-034	21820 BELSHIRE AVE NO 1	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-001-035	21820 BELSHIRE AVE NO 2	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-001-036	21820 BELSHIRE AVE NO 3	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-001-037	21820 BELSHIRE AVE NO 4	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-001-038	21820 BELSHIRE AVE NO 5	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-001-039	21820 BELSHIRE AVE NO 6	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-001-040	21818 BELSHIRE AVE NO 1	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-001-041	21818 BELSHIRE AVE NO 2	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-001-042	21816 BELSHIRE AVE NO 4	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-001-043	21816 BELSHIRE AVE NO 3	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-001-044	21816 BELSHIRE AVE NO 2	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-001-045	21816 BELSHIRE AVE NO 1	010D	1	0.0	1.0	5.97	0.50	22.01	27.98

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7076-002-055	21834 BELSHIRE AVE APT 0007	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-056	21834 BELSHIRE AVE APT 0008	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-057	21834 BELSHIRE AVE APT 0009	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-058	21834 BELSHIRE AVE APT 10	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-059	21834 BELSHIRE AVE APT 0011	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-060	21834 BELSHIRE AVE APT 0012	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-061	21834 BELSHIRE AVE APT 0013	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-062	21834 BELSHIRE AVE UNIT 14	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-063	21834 BELSHIRE AVE APT 0015	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-064	21834 BELSHIRE AVE APT 0018	010E	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-065	22012 BELSHIRE AVE APT 0001	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-066	22012 BELSHIRE AVE APT 0002	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-067	22012 BELSHIRE AVE APT 0003	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-068	22012 BELSHIRE AVE APT 0004	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-069	22012 BELSHIRE AVE APT 0005	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-070	22012 BELSHIRE AVE APT 0006	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-071	22012 BELSHIRE AVE APT 0007	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-072	22012 BELSHIRE AVE APT 0008	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-073	22012 BELSHIRE AVE APT 0009	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-074	22012 BELSHIRE AVE APT 0010	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-075	22012 BELSHIRE AVE APT 0011	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-076	22012 BELSHIRE AVE APT 0012	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-077	22012 BELSHIRE AVE APT 0013	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-078	22012 BELSHIRE AVE APT 0014	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-079	22012 BELSHIRE AVE APT 0015	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-080	22012 BELSHIRE AVE APT 0016	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-081	22012 BELSHIRE AVE APT 0017	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-082	22012 BELSHIRE AVE APT 0018	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-083	22012 BELSHIRE AVE APT 0019	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-084	22012 BELSHIRE AVE APT 0020	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-086	21990 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-087	21994 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-088	21996 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-089	21998 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-090	22000 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-091	22004 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-092	22008 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-093	22010 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-094	21964 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-095	21968 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-096	21970 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-097	21974 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-098	21978 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-099	21980 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-002-100	21984 BELSHIRE AVE	010D	1	0.0	1.0	5.97	0.50	22.01	27.98

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7076-003-020	22019 VERNE AVE	0100	1	5,015.0	1.0	5.97	0.50	22.01	27.98
7076-003-023	22023 VERNE AVE	0500	5	9,583.0	3.75	22.39	2.50	110.05	132.43
7076-003-026	12401 221ST ST	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-003-027	12407 221ST ST	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-003-028	12411 221ST ST	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-003-029	12413 221ST ST	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-003-030	21928 CLARETTA AVE	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-004-001	21830 VERNE AVE	0200	2	9,582.0	1.75	10.45	1.00	44.02	54.46
7076-004-002	21902 VERNE AVE	0500	7	9,583.0	4.75	28.38	3.50	154.07	182.42
7076-004-004	21914 VERNE AVE	0200	2	9,583.0	1.75	10.45	1.00	44.02	54.46
7076-004-005	21920 VERNE AVE	0200	2	9,735.0	1.75	10.45	1.00	44.02	54.46
7076-004-006	21928 VERNE AVE	0200	2	9,583.0	1.75	10.45	1.00	44.02	54.46
7076-004-007	22000 VERNE AVE	0500	5	9,583.0	3.75	22.39	2.50	110.05	132.43
7076-004-008	22010 VERNE AVE	0500	5	9,735.0	3.75	22.39	2.50	110.05	132.43
7076-004-009	22014 VERNE AVE	0100	1	9,735.0	1.0	5.97	0.50	22.01	27.98
7076-004-010	22020 VERNE AVE	0100	1	9,735.0	1.0	5.97	0.50	22.01	27.98
7076-004-011	22024 VERNE AVE	0200	1	5,720.0	1.75	10.45	1.00	44.02	54.46
7076-004-013	12433 221ST ST	0100	1	4,400.0	1.0	5.97	0.50	22.01	27.98
7076-004-016	21931 HAWAIIAN AVE	0200	2	9,735.0	1.75	10.45	1.00	44.02	54.46
7076-004-019	21921 HAWAIIAN AVE	7100	0	10,706.0	2.0	11.04	1.00	44.02	55.06
7076-004-024	21905 HAWAIIAN AVE	0500	8	14,553.0	5.25	31.34	4.00	176.08	207.42
7076-004-025	21906 VERNE AVE	0400	4	0.0	3.25	19.40	2.00	88.04	107.44
7076-004-026	22001 HAWAIIAN AVE	0500	6	0.0	4.25	25.37	3.00	132.06	157.43
7076-004-032	22027 HAWAIIAN AVE NO A	010C	1		1.0	5.97	0.50	22.01	27.98
7076-004-033	22027 HAWAIIAN AVE NO B	010C	1		1.0	5.97	0.50	22.01	27.98
7076-004-034	22027 HAWAIIAN AVE NO C	010C	1		1.0	5.97	0.50	22.01	27.98
7076-004-035	22027 HAWAIIAN AVE NO D	010C	1		1.0	5.97	0.50	22.01	27.98
7076-004-036	22027 HAWAIIAN AVE NO E	010C	1		1.0	5.97	0.50	22.01	27.98
7076-004-037	22023 HAWAIIAN AVE NO A	010C	1		1.0	5.97	0.50	22.01	27.98
7076-004-038	22023 HAWAIIAN AVE NO B	010C	1		1.0	5.97	0.50	22.01	27.98
7076-004-039	22023 HAWAIIAN AVE NO C	010C	1		1.0	5.97	0.50	22.01	27.98
7076-004-040	22023 HAWAIIAN AVE NO D	010C	1		1.0	5.97	0.50	22.01	27.98
7076-004-041	22023 HAWAIIAN AVE NO E	010C	1		1.0	5.97	0.50	22.01	27.98
7076-004-043	22019 HAWAIIAN AVE UNIT A	010C	0		1.0	5.97	0.50	22.01	27.98
7076-004-044	22019 HAWAIIAN AVE UNIT B	010C	0		1.0	5.97	0.50	22.01	27.98
7076-004-045	22019 HAWAIIAN AVE UNIT C	010C	0		1.0	5.97	0.50	22.01	27.98
7076-004-046	22019 HAWAIIAN AVE UNIT D	010C	0		1.0	5.97	0.50	22.01	27.98
7076-004-047	22019 HAWAIIAN AVE UNIT E	010C	0		1.0	5.97	0.50	22.01	27.98
7076-004-048	22015 HAWAIIAN AVE UNIT A	010C	0		1.0	5.97	0.50	22.01	27.98
7076-004-049	22015 HAWAIIAN AVE UNIT B	010C	0		1.0	5.97	0.50	22.01	27.98
7076-004-050	22015 HAWAIIAN AVE UNIT C	010C	1		1.0	5.97	0.50	22.01	27.98
7076-004-051	22015 HAWAIIAN AVE UNIT D	010C	0		1.0	5.97	0.50	22.01	27.98
7076-004-052	22015 HAWAIIAN AVE UNIT E	010C	0		1.0	5.97	0.50	22.01	27.98
7076-004-053	21915 HAWAIIAN AVENUE APT A	010C	1		1.0	5.97	0.50	22.01	27.98
7076-004-054	21915 HAWAIIAN AVENUE APT B	010C	0		1.0	5.97	0.50	22.01	27.98

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7076-007-004	22426 BLOOMFIELD AVE	0903	0	167,706.0	8.0	47.76	4.00	176.08	223.84
7076-007-007	NO SITUS AVAILABLE	0900	0	0.0	8.0	47.76	4.00	176.08	223.84
7076-008-001	22432 CLARETTA AVE	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-008-002	12406 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-008-003	12412 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-008-004	12418 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-008-005	12422 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-008-006	12428 BRITAIN ST	0100	1	5,900.0	1.0	5.97	0.50	22.01	27.98
7076-008-007	12432 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-008-009	12442 BRITAIN ST	0100	1	6,300.0	1.0	5.97	0.50	22.01	27.98
7076-008-010	12446 BRITAIN ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-008-012	22438 CLARETTA AVE	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-008-013	12409 226TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-008-014	12411 226TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-008-015	12419 226TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-008-016	12423 226TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-008-017	12429 226TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-008-020	12443 226TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-008-024	12447 226TH ST	0200	2	6,666.0	1.75	10.45	1.00	44.02	54.46
7076-008-025	12433 226TH ST	0100	1	5,255.0	1.0	5.97	0.50	22.01	27.98
7076-008-026	12437 226TH ST	0100	1	4,793.0	1.0	5.97	0.50	22.01	27.98
7076-008-027	12435 BRITAIN ST	0100	1	5,850.0	1.0	5.97	0.50	22.01	27.98
7076-008-028	12454 BRITAIN ST	0100	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-009-001	12404 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-009-002	12406 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-009-003	12412 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-009-004	12416 224TH ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-009-005	12422 224TH ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-009-006	12426 224TH ST	0300	3	5,227.0	2.5	14.03	1.50	66.03	80.95
7076-009-007	12432 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-009-008	12436 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-009-009	12440 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-009-010	12446 224TH ST	0200	2	5,300.0	1.75	10.45	1.00	44.02	54.46
7076-009-011	12452 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-009-012	12458 224TH ST	0100	1	4,754.0	1.0	5.97	0.50	22.01	27.98
7076-009-013	12403 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-009-014	12407 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-009-016	12421 BRITAIN ST	0100	1	10,600.0	1.0	5.97	0.50	22.01	27.98
7076-009-017	12427 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-009-018	12439 BRITAIN ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-009-019	12435 BRITAIN ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-009-020	12443 BRITAIN ST	0100	1	4,770.0	1.0	5.97	0.50	22.01	27.98
7076-009-021	12447 BRITAIN ST	0100	1	5,930.0	1.0	5.97	0.50	22.01	27.98
7076-009-022	12453 BRITAIN ST	0100	1	3,980.0	1.0	5.97	0.50	22.01	27.98
7076-009-024	12415 BRITAIN ST	0100	1	0.0	1.0	5.97	0.50	22.01	27.98

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7076-011-023	12451 223RD ST	0100	1	3,734.0	1.0	5.97	0.50	22.01	27.98
7076-011-026	12453 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-011-027	12467 223RD ST	0100	1	6,866.0	1.0	5.97	0.50	22.01	27.98
7076-011-029	12429 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-011-030	12436 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-011-031	22209 WARDHAM AVE	0300	3	0.0	2.5	14.93	1.50	66.03	80.95
7076-011-033	12448 222ND ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-011-034	12444 222ND ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-011-035	12459 223RD ST	0200	2		1.75	10.45	1.00	44.02	54.46
7076-012-001	12404 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7076-012-002	12406 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7076-012-003	12412 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7076-012-004	12418 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7076-012-005	12422 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7076-012-006	12428 221ST ST	0200	1	5,350.0	1.75	10.45	1.00	44.02	54.46
7076-012-007	12432 221ST ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-012-008	12438 221ST ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-012-009	12442 221ST ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-012-010	12448 221ST ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-012-011	12452 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7076-012-012	12502 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7076-012-013	12506 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7076-012-014	12512 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7076-012-015	12516 221ST ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-012-017	22112 CLARETTA AVE	0100	1	5,500.0	1.0	5.97	0.50	22.01	27.98
7076-012-018	12407 222ND ST	0100	1	5,000.0	1.0	5.97	0.50	22.01	27.98
7076-012-019	12413 222ND ST	0200	2	5,300.0	1.75	10.45	1.00	44.02	54.46
7076-012-020	12419 222ND ST	0200	2	5,300.0	1.75	10.45	1.00	44.02	54.46
7076-012-021	12423 222ND ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-012-022	12429 222ND ST	0200	2	5,300.0	1.75	10.45	1.00	44.02	54.46
7076-012-023	12433 222ND ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-012-026	12447 222ND ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-012-027	12453 222ND ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-012-028	12457 222ND ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-012-029	12483 222ND ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-012-030	12467 222ND ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-012-031	12473 222ND ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-012-032	22119 WARDHAM AVE	0100	1	5,172.0	1.0	5.97	0.50	22.01	27.98
7076-012-033	12439 222ND ST	0400	4	10,454.0	3.25	19.40	2.00	88.04	107.44
7076-013-002	12306 221ST ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-013-003	12312 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7076-013-004	12316 221ST ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-013-005	12322 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7076-013-006	12326 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98
7076-013-007	12330 221ST ST	0100	1	5,350.0	1.0	5.97	0.50	22.01	27.98

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APN	Site Address	Use Code	Units	Lot Sq. Feet	Lighting Units	Lighting Assessment	Landscaping Units	Landscaping Assessment	Total Assessment
7076-015-007	12336 223RD ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-015-008	12342 223RD ST	0200	2	5,300.0	1.75	10.45	1.00	44.02	54.46
7076-015-009	12346 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-010	12352 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-011	12358 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-015-012	12303 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-015-013	12309 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-015-014	12313 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-015-015	12319 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-015-016	12323 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-015-017	12327 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-015-018	12333 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-015-019	12339 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-015-020	12343 224TH ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-015-021	12347 224TH ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-015-022	12353 224TH ST	0300	3	9,970.0	2.5	14.99	1.50	88.08	80.95
7076-015-023	22311 CLARETTA AVE	0100	1	3,710.0	1.0	5.97	0.50	22.01	27.98
7076-015-024	12300 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-015-025	12306 223RD ST	0100	1	3,498.0	1.0	5.97	0.50	22.01	27.98
7076-016-001	12302 224TH ST	0101	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-002	12306 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-004	12318 224TH ST	0200	2	5,300.0	1.75	10.45	1.00	44.02	54.46
7076-016-005	12322 224TH ST	0200	2	5,300.0	1.75	10.45	1.00	44.02	54.46
7076-016-006	12329 224TH ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-016-007	12332 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-008	12336 224TH ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-016-009	12342 224TH ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-016-010	12346 224TH ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-016-011	12352 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-012	12356 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-013	22414 BELSHIRE AVE	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-016-014	12309 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-015	12315 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-016	12317 BRITAIN ST	0200	2	5,300.0	1.75	10.45	1.00	44.02	54.46
7076-016-017	12323 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-018	12327 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-019	12333 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-020	12337 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-021	12343 BRITAIN ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-016-022	12347 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-023	12353 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-024	12357 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-016-025	12312 224TH ST	0200	2	5,300.0	1.75	10.45	1.00	44.02	54.46
7076-017-001	12302 BRITAIN ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-017-002	12308 BRITAIN ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46

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7076-034-017	12239 BRITTAI ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-034-018	12243 BRITTAI ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-034-019	12246 BRITTAI ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-034-020	12253 BRITTAI ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-034-023	22410 NORWALK BLVD	1100	0	0.0	4.0	23.88	2.00	88.04	111.02
7076-035-001	22300 NORWALK BLVD	1100	0	7,841.0	4.0	23.88	2.00	88.04	111.02
7076-035-002	22318 NORWALK BLVD	2600	0	13,088.0	6.0	35.82	2.00	88.04	123.86
7076-035-003	12212 223RD ST	0100	1	5,194.0	1.0	5.97	0.50	22.01	27.98
7076-035-004	12218 223RD ST	0100	1	5,194.0	1.0	5.97	0.50	22.01	27.98
7076-035-005	12222 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-035-007	12232 223RD ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-035-008	12238 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-035-009	12242 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-035-010	12248 223RD ST	0100	1	5,227.0	1.0	5.97	0.50	22.01	27.98
7076-035-011	12254 223RD ST	0100	1	5,512.0	1.0	5.97	0.50	22.01	27.98
7076-035-012	12213 224TH ST	0500	8	5,227.0	4.25	25.37	3.00	132.06	157.43
7076-035-013	12219 224TH ST	0100	1	5,194.0	1.0	5.97	0.50	22.01	27.98
7076-035-014	12223 224TH ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-035-015	12229 224TH ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-035-016	12233 224TH ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-035-017	12241 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-035-018	12245 224TH ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-035-019	12247 224TH ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-035-020	22313 BELSHIRE AVE	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-035-021	12226 223RD ST	0100	1	5,297.0	1.0	5.97	0.50	22.01	27.98
7076-036-001	22200 NORWALK BLVD	1100	0	3,046.0	4.0	23.88	2.00	88.04	111.02
7076-036-005	22216 NORWALK BLVD	2600	0	5,663.0	6.0	35.82	2.00	88.04	123.86
7076-036-006	12214 222ND ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-036-007	12218 222ND STREET	0200	2	5,300.0	1.75	10.45	1.00	44.02	54.46
7076-036-008	12224 222ND ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-036-009	12230 222ND ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-036-010	12234 222ND ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-036-011	12240 222ND ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-036-012	12244 222ND ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-036-013	12248 222ND ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-036-014	12254 222ND ST	0200	2	5,297.0	1.75	10.45	1.00	44.02	54.46
7076-036-015	12216 223RD ST	0500	5	5,227.0	3.75	22.36	2.50	110.05	132.43
7076-036-016	12219 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-036-017	12223 223RD ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-036-018	12229 223RD ST	0200	2	5,300.0	1.75	10.45	1.00	44.02	54.46
7076-036-019	12233 223RD ST	0200	2	5,227.0	1.75	10.45	1.00	44.02	54.46
7076-036-020	12236 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-036-021	12245 223RD ST	0100	1	5,300.0	1.0	5.97	0.50	22.01	27.98
7076-036-022	12250 223RD ST	0100	1	10,600.0	1.0	5.97	0.50	22.01	27.98
7076-036-028	22208 NORWALK BLVD	2600	0		6.0	35.82	2.00	88.04	123.86

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7076-038-038	21913 BELSHIRE AVE UNIT 16	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-038-040	22003 BELSHIRE AVE UNIT 1	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-038-041	22003 BELSHIRE AVE UNIT 2	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-038-042	22003 BELSHIRE AVE UNIT 3	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-038-043	22003 BELSHIRE AVE UNIT 4	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-038-044	22003 BELSHIRE AVE UNIT 5	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-038-045	22003 BELSHIRE AVE UNIT 6	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-038-046	22003 BELSHIRE AVE UNIT 7	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-038-047	22003 BELSHIRE AVE NO 8	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-038-048	22003 BELSHIRE AVE NO 9	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-038-049	22003 BELSHIRE AVE UNIT 10	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-038-050	22003 BELSHIRE AVE NO 11	010D	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-038-060	21900 NORWALK BLVD	6402	0	251,858.0	4.0	23.88	2.00	88.04	111.92
7076-038-062	21925 BELSHIRE AVE UNIT 1	010C	1	22,457.04	1.0	5.97	0.50	22.01	27.98
7076-038-063	21925 BELSHIRE AVE UNIT 2	010C	1	22,457.04	1.0	5.97	0.50	22.01	27.98
7076-038-064	21925 BELSHIRE AVE UNIT 3	010C	1	22,457.04	1.0	5.97	0.50	22.01	27.98
7076-038-065	21925 BELSHIRE AVE UNIT 4	010C	1	22,457.04	1.0	5.97	0.50	22.01	27.98
7076-038-066	21925 BELSHIRE AVE UNIT 5	010C	1	22,457.04	1.0	5.97	0.50	22.01	27.98
7076-038-067	21925 BELSHIRE AVE UNIT 6	010C	1	22,457.04	1.0	5.97	0.50	22.01	27.98
7076-038-068	21925 BELSHIRE AVE UNIT 7	010C	1	22,457.04	1.0	5.97	0.50	22.01	27.98
7076-038-069	21925 BELSHIRE AVE UNIT 8	010C	1	22,457.04	1.0	5.97	0.50	22.01	27.98
7076-038-070	21925 BELSHIRE AVE UNIT 9	010C	1	22,457.04	1.0	5.97	0.50	22.01	27.98
7076-038-071	21925 BELSHIRE AVE UNIT 10	010C	1	22,457.04	1.0	5.97	0.50	22.01	27.98
7076-039-001	12200 CARSON ST	1100	0	18,553.0	4.0	23.88	2.00	88.04	111.92
7076-039-014	21819 BELSHIRE AVE	0560	8	15,336.0	5.25	31.34	4.00	176.06	207.42
7076-039-018	21811 BELSHIRE AVE	3100	0	21,789.0	5.0	29.85	2.00	88.04	117.89
7076-039-020	21825 BELSHIRE AVE NO 1	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-021	21825 BELSHIRE AVE UNIT 2	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-022	21825 BELSHIRE AVE UNIT 3	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-023	21825 BELSHIRE AVE UNIT 4	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-024	21825 BELSHIRE AVE UNIT 5	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-025	21825 BELSHIRE AVE UNIT 6	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-026	21825 BELSHIRE AVE UNIT 7	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-027	21825 BELSHIRE AVE UNIT 8	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-028	21825 BELSHIRE AVE UNIT 9	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-029	21825 BELSHIRE AVE UNIT 10	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-030	21825 BELSHIRE AVE UNIT 11	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-031	21825 BELSHIRE AVE UNIT 12	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-032	21825 BELSHIRE AVE UNIT 13	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-033	21825 BELSHIRE AVE UNIT 14	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-034	21825 BELSHIRE AVE UNIT 15	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-035	21825 BELSHIRE AVE UNIT 16	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-037	21841 BELSHIRE AVE NO 101	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-038	21841 BELSHIRE AVE NO 102	010C	1	0.0	1.0	5.97	0.50	22.01	27.98
7076-039-039	21841 BELSHIRE AVE 202	010C	1	0.0	1.0	5.97	0.50	22.01	27.98



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

Agenda Item No.:

348
P. 330
G-16

City Manager:

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Linda Hollinsworth, Finance Director/Treasurer

SUBJECT: RESOLUTION 043-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF HAWAIIAN GARDENS AND THE SOUTHEAST LOS ANGELES COUNTY WORKFORCE INVESTMENT BOARD TO MODIFY THE 2019-2020 "EARN AND LEARN" WORK EXPERIENCE PROGRAM AND TO AMEND THE 2019-2021 CITYWIDE BUDGET TO INCLUDE THESE FUNDS

SUMMARY

The Southeast Los Angeles County (SELACO) board had previously approved the allocation of 77 slots for the "Earn and Learn" program with \$176,330 of funding to be dedicated to the City of Hawaiian Gardens for the 2019-2020 program year. The City's use of this funding has been successful in both program and fiscal operations and SELACO offered the City the option to add an additional four (4) slots under the Probation funding stream. This allocates an additional \$9,160 for total funding of \$185,490. Under the guidelines of this program staff had identified 4 eligible youth prior to the current COVID related shut down orders. While the option to do work experience has been affected by the stay at home orders, these youth have been able to participate in the recommended training via computer and phone so they will be ready to participate in work experience when that is available.

FISCAL IMPACT

The program provides funding to support the participant wages, training materials and the administration of the program. This amendment provides a total of \$185,490 available for the 2019-2020 program period.

RECOMMENDATION

Adopt Resolution No. 043-2020

ATTACHMENTS

- A. Amendment to Agreement 106008
- B. Resolution 043-2020

Amendment II, Contract NO. 106008 (FY 2019-2020) (Phase I)

City of Hawaiian Gardens

Earn and Learn Program

**AMENDMENT TO AGREEMENT NO. 106008
BETWEEN
SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD
AND
CITY OF HAWAIIAN GARDENS**

THIS UNILATERAL AMENDMENT is made and entered this 2nd day of March, 2020 by and between the Southeast Los Angeles County Workforce Development Board (SELACO WDB) hereinafter referred to as the SELACO WDB, and the City of Hawaiian Gardens, hereinafter referred to as the CITY.

WHEREAS, the parties hereto have previously entered into an Agreement, approved by the SELACO WDB Board of Directors to provide Work Experience services and personal enrichment activities under the Los Angeles County Earn and Learn program regulations; and,

WHEREAS, the SELACO WDB Board of Directors approved a one (1) year contract extension on July 25, 2019 to the CITY for the implementation of Earn and Learn Youth Program for FY 2019-2020.

WHEREAS, the SELACO WDB received additional funding to serve probation youth; and

WHEREAS, the CITY agrees to serve probation youth;

WHEREAS, the CITY has been allotted four (4) slots under JJCPA.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations provided herein, the parties hereto agrees as follows;

Amendment II, Contract NO. 106008 (FY 2019-2020) (Phase I)
City of Hawaiian Gardens
Earn and Learn Program

1. **SECTION 5. – PAYMENTS, FISCAL LIMITATIONS AND REQUIREMENTS:** is amended to read “The SELACO WDB agrees to pay the CITY an amount not to exceed \$185,490 for Fiscal Year 2019-2020 for reasonable and allowable expenses incurred during the conduct of the Earn and Learn youth program, as delineated in the approved program budget, incorporated herein and designated “Attachment A”.”

2. **SECTION 6. – PROGRESS BILLING:** is amended to read “Billings must be in the format supplied by the WDB and in accordance with Los Angeles County directive. Per the county, billings must be submitted by funding stream (Foster, CalWORKS, NCC, Other Underserved Youth, System Involved Youth and Juvenile Justice Crime Prevention).”

Except as otherwise specifically amended herein, all terms and conditions contained in the original Agreement as amended shall remain in full force and effect.

Attachment A, 6/26/2019

City of Hawaiian Gardens; Contract No. 106008

Earn and Learn Program FY 19-20

Approved Program Budget

<i>Budget Breakdown Per Participant</i>	<i>Amount</i>
Wages (120 hours @ \$14.25.00 per hour)	\$1,710.00
Social Security/Medicare/Worker's Comp	\$170.00
Program Supervision	\$310.00
Supportive Services/Transportation/Financial Literacy/Other	\$100.00
Maximum Total per Participant	\$2,290.00

*Other must be pre-approved by the SELACO WDB; Supportive services must be considered necessary and reasonable.

**CITY OF HAWAIIAN GARDENS
RESOLUTION 043-2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF HAWAIIAN GARDENS AND THE SOUTHEAST LOS ANGELES COUNTY WORKFORCE INVESTMENT BOARD MODIFYING THE 2019-2020 "EARN AND LEARN" WORK EXPERIENCE PROGRAM AND TO AMEND THE 2019-2021 CITYWIDE BUDGET TO INCLUDE THESE FUNDS

WHEREAS, The City Council of the City of Hawaiian Gardens supports youth employment and work experiences for its youth in our community; and

WHEREAS, it is in the best interest of the City of Hawaiian Gardens to collaborate with the Southeast Los Angeles County Workforce Investment Board to conduct an "Earn and Learn" Work Experience Program; and

WHEREAS, the Southeast Los Angeles County Workforce Investment Board will provide additional funding of \$9,160 to pay wages (\$14.25 per hour), social security, Medicare, workers compensation, program supervision, supportive services and supplies for four (4) program participants; and

WHEREAS, the City of Hawaiian Gardens will provide all participants with a minimum of 100 hours of work experience and 20 hours of personal enrichment training.

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

Section 1. The City Council hereby approves Resolution No. 043-2020, authorizing the City Manager to sign the agreements to accept this funding and to amend the Citywide 2019-2021 budget to include these funds for the FY 2019-2020 phase of the Earn and Learn Program under Contract 106008 with the Southeast Los Angeles County Workforce Investment Board.

Section 2. The City Council hereby directs the City Clerk to sign Resolution No. 043-2020 attesting its passage by the City Council.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS ON THIS 26th DAY OF MAY 2020.

JESSE ALVARADO, MAYOR

ATTEST:

Lucie Colombo, CMC, CMPC
City Clerk



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

Agenda Item No.:

353
G-17^P. 335

City Manager:

[Signature]

DATE: May 26, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Ernie Hernandez, City Manager
BY: Councilmembers Myra Maravilla and Victor Farfan
SUBJECT: GRADUATION PARADE

SUMMARY

Councilmember Myra Maravilla and Councilmember Victor Farfan request that the City Council approve a graduation parade to celebrate the achievements of the graduating class of 2020. The parade would include high school and college graduates.

Approving the planning and execution of a graduation parade is consistent with the Council's values of supporting higher education initiatives. The City currently supports students in their educational journey through school grants, and youth and adult scholarships. With the closure of schools, the long-awaited commencement ceremonies have been cancelled, depriving graduates and their families from celebrating.

The graduation parade would invite high school principals, representatives from local community colleges and universities, elected officials, and most importantly, graduates to participate. The recommended start location is the Furgeson Elementary field where. Members of the Fire Department and the Sheriff's Department would also be invited.

Potential dates to hold the graduation parade are June 6, 13, or 27. There is minimal cost associated with planning and executing the parade. Recommended safety measures would be enforced, and families would remain in their own cars.

RECOMMENDATION

Staff recommends that City Council approves the request.

FISCAL IMPACT

None

ATTACHMENT

Draft map of the graduation parade route.



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

DATE: May 26, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Ernie Hernandez, City Manager

**SUBJECT: SUPPORT OF COMMUNICATION TO GOVERNOR NEWSOM
ASKING GOVERNOR TO SUPPORT GARDEN'S CASINO
HEALTH AND SANITATION PROGRAM**

DISCUSSION

The City has been in communication with the Garden's Casino about their efforts to open operations in the safest manner possible with consideration to COVID-19 restrictions. The Garden's Casino along with all the other Los Angeles County card clubs have worked together to develop a medically reviewed and approved Health and Sanitation Program that will allow them to open operations in a limited capacity while complying with State policies and Center for Disease Control guidelines.

The Garden's Casino is asking for the City Council's support in their efforts and asks to communicate as such to the Governor's Office.

FISCAL IMPACT

None.

RECOMMENDATION

City Council discuss and approve signing of the attached communication to Governor Newsome advocating for his support of the Garden's Casino and other Los Angeles County card clubs.

ATTACHMENT

Sample Letter to Governor Newsom

May 21, 2020

Governor Gavin Newsom
1303 10th Street, Suite 1173
Sacramento, CA 95814

DRAFT

Dear Governor Newsom:

The City of Hawaiian Gardens, California -- like the State and the rest of the world -- is responding to the COVID-19 epidemic to the best of our ability. Thank you for your leadership during these extraordinary times and for the impact you have made in California and across the nation. As you are well aware, circumstances are changing by the hour and we appreciate your communication efforts to help Californians understand what the State is doing to combat the spread of COVID-19.

As California moves to safely re-opening the state, I implore you to partner with The City of Hawaiian Gardens on the re-opening of the *Gardens Casino* and all area card clubs where the local city has deemed it safe to do so. This is of particular urgency given that the tribal casinos have opened or will open for business in short order.

The *Gardens Casino's* response to the COVID-19 epidemic was swift and responsible. The well being of their employees and guests is their number one priority, which is why they have collaboratively worked with health care professionals and other local cardrooms to develop a Health and Sanitation Program that outlines guidelines for employees and guests to follow in order to comply with state policies and with the Center for Disease Control (CDC) guidelines.

According to the Los Angeles Times, "*The governor said he understands that partial reopening of casinos is crucial to tribes raising government revenue to take care of their communities.*" Please know that the same holds true for Cities like Hawaiian Gardens as well as, Bell Gardens, Commerce, Inglewood, Gardena, Compton and many others in California. The residents of these cities are primarily people of color, many of whom are essential workers, who rely upon the services provided by their Cities. Like these cities and especially in Hawaiian Gardens where the City's ability to provide essential services depends heavily on revenues from the *Gardens Casino*. With the over 70% of the City's revenues derived from this source the City could not staff youth programs, feed seniors and ensure that public safety needs are met for all citizens. The City's ability to operate at all levels is jeopardized without your assistance.

On behalf of the Hawaiian Gardens residential and business community, including 8,000 hard-working Los Angeles county cardroom employees, I again respectfully urge you to partner with us on the re-opening plans of the *Gardens Casino* and other local cardrooms in accordance to the Health and Sanitation Program they have developed.

Thank you for your leadership during these unprecedented times. Thank you for your time and consideration of this request that will allow our City to provide the essential and quality of life programs and services our residents need, now more than ever.

Sincerely,

Jesse Alvarado
Mayor, City of Hawaiian Gardens

Luis Roa
Mayor Pro Tem

Victor Farfan
Councilmember

Myra Maravilla
Councilmember

Hank Trimble
Councilmember

cc: Honorable Anthony Rendon, California Assembly Speaker