

City of Hawaiian Gardens  
Community Development Department  
**Beautification Program  
Guidelines**



Last Updated: August 2022

**CITY OF HAWAIIAN GARDENS  
COMMUNITY DEVELOPMENT DEPARTMENT  
BEAUTIFICATION PROGRAM GUIDELINES**

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**ATTACHMENT A (LIST OF ELIGIBLE AND INELIGIBLE EXTERIOR AND INTERIOR WORK)**

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# I. PROGRAM OVERVIEW

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The City of Hawaiian Gardens shall provide housing rehabilitation and/or repair assistance for applicants within city limits through the Beautification Program. The Program offers interior and exterior enhancements that will bring properties into compliance with the City of Hawaiian Gardens Municipal Code. It is designed to preserve existing housing and enhance the quality of the neighborhood by providing decent, safe, and sanitary housing to Hawaiian Gardens residents. The Program's objective is to improve the overall appearance of the City's neighborhoods, increase property values, and boost community pride.

## *A. PURPOSE*

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The City of Hawaiian Gardens will provide housing rehabilitation assistance to the following residential properties:

- ✓ Single-Family Properties
  - ✓ Duplex Properties<sup>iii</sup>
  - ✓ Condominium Properties
  - ✓ Mobile Home Properties
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- Single-Family Properties and Duplex Properties are eligible for exterior improvements, including but not limited to landscaping, irrigation, roofing, exterior painting, windows, garage door replacement, property maintenance, walkways, driveways, removal, and removal installation of fences, and other improvements. The improvements must be deemed beneficial to the property's overall exterior and address deteriorated and unsightly conditions visible from the street.
  - Assistance for Condominium Properties is limited to interior improvements, including but not limited to painting, lighting, flooring, doors, kitchen, bathroom, windows, plumbing, and electrical repairs. Exterior items or common areas are not eligible.
  - Mobile Home Properties are eligible for exterior and interior improvements.
  - Properties must comply with the City of Hawaiian Gardens Municipal Code before being assisted. Program funds may not be used to pay for property code violation fines or legalize unpermitted structures; however, they can rectify code violations and demolish unpermitted structures. Applicants who withdraw from the Program because of code violations will be referred to Code Enforcement to ensure compliance.

## ***B. FUNDING***

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The City of Hawaiian Gardens determines the Program budget for each fiscal year. The City's general fund provides funding for the Program. The Program's funding limits and availability vary depending on the annual funds allocated to the City.

- Projects will be funded on a first-come-first-served basis. The City Hawaiian Gardens Staff<sup>v</sup> may reduce the amount of funding or scope of work for the project depending on its ability to meet program goals and priorities. City Staff may also recommend repairing items rather than replacing them.
- Property Owners will be required to sign a Restrictive Covenant in which they will agree to pay a prorated amount of the grant they receive if they sell, transfer title, or "cash-out" refinance their home within five (5) years from the project completion date. After five (5) years, the Restrictive Covenant will dissolve, and Property Owners will not have to pay back any funds. Additionally, if the property is cited for the same code violations once rehabilitation work is completed, the Property Owner(s) will be required to pay the funds back.
- In addition to the direct construction costs, grant funds will be used to pay recording fees as necessary. These fees will be deducted from the project's maximum grant amount.

## II. PROGRAM ELIGIBILITY

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Financial assistance for the City of Hawaiian Gardens Beautification Program is available for both owner-occupied and tenant-occupied Single-Family Properties, Duplex Properties, Condominium Properties, and Mobile Home Properties. Property Owners receiving assistance through an Emergency Grant will also be screened for eligibility; however, the eligibility process may vary on a case-by-case basis depending on the severity of the emergency.

### *A. CITY OF HAWAIIAN GARDENS EMPLOYEE ELIGIBILITY*

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In the public interest, employees, officials, or consultants of the City of Hawaiian Gardens who exercise any decision-making function or responsibility in connection with the administration of the Rehabilitation Program are ineligible for assistance under the Beautification Program. Employees otherwise eligible and not directly involved in the operational responsibility of the Beautification Program may be a grandfather in the rules and regulations of the Program. Financial assistance will be limited to one city employee per fiscal year.

### *B. OWNER-OCCUPIED PROPERTY ELIGIBILITY*

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The following provisions pertain to owner-occupied properties. Grant amounts, eligible improvements, and limitations vary depending on the property type. Applicants will not qualify if they do not meet the provisions that pertain to their property type.

#### **1. OWNER-OCCUPIED SINGLE-FAMILY PROPERTIES**

Owner-occupied Single-Family Properties must meet the following criteria to be eligible for a grant:

<b>GRANT AMOUNT</b>	<b>\$10,000 Maximum OR</b> \$25,000 Maximum for substandard properties with severe building and structural issues. Only two (2) substandard properties will be funded per fiscal year.
<b>ELIGIBLE IMPROVEMENTS</b>	Exterior improvements only (Please refer to the list of the eligible items in Attachment A)
<b>LIMITATIONS</b>	The home must be at least ten (10) years old and not currently for sale or under construction.

The Property Owner will not qualify if they own more than three (3) residential properties within the City of Hawaiian Gardens, including their primary residence and/or any rental properties.

The Applicant must reside on the property as their primary residence.

Applicants will not qualify if any other City program previously assisted except an Emergency Grant, which is only available to owner-occupied Single-Family Properties, Condominium Properties, and Mobile Home Properties. The emergency grant amount will be deducted from any subsequent assistance. Duplex Properties are not subject to this exception.

Before a Property Owner may receive assistance from the Beautification Program, they must sign a Restrictive Covenant, in which they will agree not to sell, transfer title, or "cash-out" refinance their property for five (5) years from the date the project is finalized. Staff will have the Restrictive Covenant recorded at the Los Angeles County Registrar-Recorder/County Clerk Main Office. All recording fees will be deducted from the Applicant's maximum grant amount. If they break this agreement, they must pay a pro-rated amount of the grant they received. The Restrictive Covenant will dissolve after a five (5) year wh. At that, the property owner will o no longer have to pay back any funds to the City of Hawaiian Gardens. Emergency Grant assistance is not subject to this Restrictive Covenant.

## 2. OWNER-OCCUPIED DUPLEX PROPERTIES

Duplex Properties with no more than two dwelling units, either attached or detached, must meet the following criteria to be eligible for a grant:

**GRANT AMOUNT** \$10,000 Maximum for the entire Duplex Property (all dwelling units combined).

**ELIGIBLE IMPROVEMENTS** Exterior improvements only (Please refer to the list of eligible items in Attachment A).

**RENT STIPULATION** Landlords/Property Owners must sign a Grant Agreement stipulating a 4-year restriction on rent increases for the assisted property. If the Landlord/Property Owner increases rent during the 4-year rule they w, they will be required to pay a pro-rated amount of the grant they received to the City of Hawaiian Gardens.

**LIMITATIONS** The home must be at least ten (10) years old and not currently for sale or under construction.

The owner of the Duplex Property must reside on the property as their primary residence, OR the Tenant who lives on the property must receive the Property Owner's written approval for grant assistance.

The Property Owner will not qualify if they own more than three (3) residential properties within the City of Hawaiian Gardens, including their primary residence and/or any rental properties.

Applicants will not qualify if any other City program previously assisted them.

This property type is not eligible for an Emergency Grant.

Before a Property Owner may receive assistance from the Beautification Program, they must sign a Restrictive Covenant, in which they will agree not to sell, transfer title, or "cash-out" refinance their property for five (5) years from the date the project is finalized. Staff will have the Restrictive Covenant recorded at the Los Angeles County Registrar-Recorder/County Clerk Main Office. All recording fees will be deducted from the Applicant's maximum grant amount. If they break this

agreement, they must pay a pro-rated amount of the grant they received. The Restrictive Covenant will dissolve after five (5) years. At that time, the property Owner will no longer have to pay back any funds to the City of Hawaiian Gardens. Emergency Grant assistance is not subject to this Restrictive Covenant.



### 3. OWNER-OCCUPIED CONDOMINIUM PROPERTIES

Dwelling units located within a condominium development in the City of Hawaiian Gardens must meet the following criteria to be eligible for a grant:

**GRANT AMOUNT** \$5,000 Maximum

**ELIGIBLE IMPROVEMENTS** Interior improvements only. No exterior or common area improvements (Please refer to the eligible items listed in Attachment A).

**LIMITATIONS** The home must be at least ten (10) years old and not currently for sale or under construction.

The Property Owner will not qualify if they own more than three (3) residential properties within the City of Hawaiian Gardens, including their primary residence and/or any rental properties.

The Applicant must reside on the property as their primary residence.

Applicants will not qualify if any other City program previously assisted them, except for an Emergency Grant, which is only available to owner-occupied Single-Family Properties, Condominium Properties, and Mobile Home Properties. The emergency grant amount will be deducted from any subsequent assistance. Duplex Properties are not subject to this exception.

Before a Property Owner may receive assistance from the Beautification Program, they must sign a Restrictive Covenant, in which they will agree not to sell, transfer title, or “cash-out” refinance their property for five (5) years from the date the project is finalized. Staff will have the Restrictive Covenant recorded at the Los Angeles County Registrar-Recorder/County Clerk Main Office. All recording fees will be deducted from the Applicant’s maximum grant amount. If they break this agreement, they must pay a pro-rated grant amount. The Restrictive Covenant will dissolve after a five (5) year period. At that time, the property owner will no longer have to pay back any funds to the City of Hawaiian Gardens. Emergency

Grant assistance is not subject to this Restrictive Covenant.

#### 4. OWNER-OCCUPIED MOBILE HOME PROPERTIES

This grant is available to Mobile Home Properties in the City's two Mobile Home Parks. Mobile Homes are eligible for assistance every five (5) years for interior and exterior improvements every five (5) years. Homes must meet the following criteria to qualify for a grant:

**GRANT AMOUNT** \$3,000 Maximum

**ELIGIBLE IMPROVEMENTS** Exterior and interior improvements (Please refer to the eligible items list on Attachment A).

**LIMITATIONS** The home must be at least ten (10) years old and not currently for sale or under construction.

The Property Owner will not qualify if they own more than three (3) residential properties within the City of Hawaiian Gardens, including their primary residence and/or any rental properties.

The Applicant must reside on the property as their primary residence.

Applicants will not qualify if any other City program previously assisted them except for an Emergency Grant, which is only available to owner-occupied Single-Family Properties, Condominium Properties, and Mobile Home Properties. The emergency grant amount will be deducted from any subsequent assistance. Duplex Properties are not subject to this exception.

Before a Property Owner may receive assistance from the Beautification Program, they must sign a Restrictive Covenant. They will agree not to sell, transfer title, or "cash-out" refinance their property for five (5) years from the date the project is finalized. Staff will have the Restrictive Covenant recorded at the Los Angeles County Registrar-Recorder/County Clerk Main Office. All recording fees will be deducted from the Applicant's maximum grant amount. If they break this agreement, they must pay a pro-rated grant amount. The Restrictive Covenant will dissolve after a five (5) year period. The Property Owner will

no longer have to pay back any funds to the City of Hawaiian Gardens. Emergency Grant assistance is not subject to this Restrictive Covenant.

***D. ABSENTEE LANDLORD PROPERTY ELIGIBILITY***

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Single-Family Properties, Duplex properties, Mobile Home Properties, and Condominium Properties owned by Absentee Landlords and inhabited by Tenants are eligible for this grant. The City Hawaiian Gardens provides grants for up to 70% of the total project cost. The grant is not to exceed \$10,000. Property Owners will be responsible for 30% of the total project cost or any amount above the grant being offered.

**EXAMPLES OF PROJECT FINANCING**

Total Project Cost	City Pays	Owner Pays
\$18,000	\$10,000	\$8,000
\$17,000	\$10,000	\$7,000
\$12,000	\$7,600	\$4,400

Absentee Landlord Properties must meet the following criteria to be eligible for this grant:

- GRANT AMOUNT**
- \$10,000 Maximum for Single-Family Properties
  - \$10,000 Maximum for the entire Duplex Property, including all dwelling units (both units tenant-occupied).
  - \$5,000 Maximum for Condominium Properties
  - \$3,000 Maximum for Mobile Home Properties

**ELIGIBLE IMPROVEMENTS** Single-Family Properties and Duplex Properties may only receive exterior improvements. Condominium Properties may only receive interior enhancements. Mobile Home Properties may receive interior and exterior improvements. (Please refer to the list of the eligible items in Attachment A)

**RENT STIPULATION** Landlords/Property Owners must sign a Grant Agreement stipulating a 4-year restriction on rent increases for the assisted property. If the Landlord/Property Owner increases rent during the 4-year limitation, they will be required to pay a pro-rated amount of the grant they received to the City of Hawaiian Gardens.

**RESTRICTIVE COVENANT** Before a Property Owner may receive assistance from the Beautification Program, they must sign a Restrictive Covenant, in which they will agree not to sell, transfer title, or “cash-out” refinance their property for five (5) years from the date the project is finalized. Staff will have the Restrictive Covenant recorded at the Los Angeles County Registrar-Recorder/County Clerk Main Office. All recording fees will be deducted from the Applicant’s maximum grant amount. If they break this agreement, they must pay a pro-rated amount of the grant they received. The Restrictive Covenant shall be removed after the five (5) year period when the Property Owner will no longer have to pay back any funds to the City of Hawaiian Gardens.

**LIMITATIONS** The home must be at least ten years old and not currently for sale or under construction.

The Property Owners will not qualify if they own more than three (3) residential properties within the City of Hawaiian Gardens, including their primary residence and/or any rental properties.

Absentee Landlords may receive assistance for up to three (3) tenant-occupied rental properties. If they receive assistance for their residence, they will not be eligible to receive assistance for any rental property and vice versa.

Tenants living in the Duplex Property must receive the Property Owner’s written approval to apply for this grant.

Rental properties are not eligible for Emergency Grants.

## III. EMERGENCY GRANTS

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Emergency Grants are provided to rehabilitate property-related situations that may be a threat to life, safety, or health. The condition must pose a serious and immediate threat to the health or safety of the occupants and/or cause a detriment to surround properties or structures as defined by the Building and Safety Codes for the City of Hawaiian Gardens. In an emergency, when time is of the essence, Staff will forgo the waiting list process for the Applicant with the Community Development Director's approval. The procured Contractor will then be asked to provide a responsible bid for the work performed if the situation is deemed worthy of an Emergency Grant. Emerge The City of Hawaiian Gardens Building Inspector and Community Development Director will determine emergencies on a case-by-case basis.

The following items may be eligible for an Emergency Grant as determined by the City of Hawaiian Gardens Building Inspector and the Community Development Director:

- No hot water
- Sewer failure
- Severe water leak
- Gas leak
- Deteriorated or collapsed drainage systems
- Major electrical problems

Any situation, including those not listed above, may be approved or denied for an Emergency Grant under the discretion of the Building Inspector and Community Development Director.

### *GRANT ELIGIBILITY*

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This grant is available to Property Owners when they cannot use their resources (i.e., checking account, savings account, etc.) to remedy an immediate property-related emergency or when other sources are unavailable. To qualify for assistance, Applicants and their property must fall within the following criteria:

**GRANT AMOUNT**                      \$2,500 Maximum

**ELIGIBLE IMPROVEMENTS** Repairs that are only cosmetic in nature are not eligible. Cosmetic repairs may be carried out under

the Program in small areas only when necessary to repair the immediate area to match the surrounding area as much as possible. For example, this Program will not provide replacement floor covering to a complete room when the repair disturbs a small flooring section; however, patching the bottom to match the existing surrounding flooring as closely as possible.

Repairs to a duplicate item when one is working may not be eligible except to prevent additional deterioration. For example, in a house with two bathrooms where one has a working toilet, and the other has a leaking toilet, if turning off the water supply to the bathroom can stop the leak, no repair is allowed since a working toilet is available. However, if the leak is at or before the cutoff, a repair may be made to fix the leak or replace the cutoff to prevent further structural damage.

Roof leaks and routine preventative maintenance are not considered emergencies. An emergency condition shall be determined by the Building Inspector and at the sole discretion of the Community Development Director. If assistance is denied, applicants may appeal in writing within five (5) business days to the City of Hawaiian Gardens City Manager.

## **LIMITATIONS**

The home must be at least ten (10) years old and not currently for sale or under construction.

Upon filing a complete application, financial assistance will be disbursed on a first-come-first-served basis. The Applicant will be responsible for costs exceeding the maximum grant amount of \$2,500.

Assistance is only available to owner-occupied Single-Family Properties, Condominium Properties, and Mobile Home Properties. Duplex Properties and tenant-occupied properties are not eligible.

Emergency assistance for Single Family Properties is available to the owner occupant of a single-family unit only once per Applicant.

Emergency assistance for Condominium Properties is available to the owner occupant of a

condominium property only once per Applicant. Service is limited to interior repairs.

Emergency assistance for Mobile Home Properties is available to the owner occupant of a mobile home once every five (5) years. Service is provided for both the interior and exterior of the property.

This emergency grant cannot be combined with any other financial assistance from the City of Hawaiian Gardens. If an applicant receives an emergency grant, the amount will later be deducted from any subsequent service.

## IV. HOW TO PARTICIPATE

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Participation in this Program is a process that includes completing a program application to be placed on the waiting list and establishing an eligible scope of work. The City of Hawaiian Gardens Staff will liaise between the Applicant, Contractor, and City to facilitate each stage of the participation process.

### *A. WAITING LIST*

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All persons who apply for financial assistance under the Program will be placed on the program waiting list based on their application's time and date. Applicants will be selected from the waiting list on a first-come-first-served basis or any established preferences or priorities for assisting. Projects are subject to funding availability once the Applicant's name reaches the top of the list. Property owners applying for an Emergency Grant will forgo the waiting list process with Staff approval.

#### **WAITING LIST PROVISIONS**

1. Submitting a program application does not guarantee assistance under the Beautification Program.
2. Applicants/Property Owners being offered assistance may not request to swap said assistance for another property regardless of its waiting list status. The Applicant/Property Owner must apply their turn on the waiting list to receive assistance for any property they wish to rehabilitate.
3. If there is a change of Property Owner(s) or Tenant(s) while on the program waiting list, the new residents must reapply for assistance.
4. Applicants whose properties are in serious violation of the City of Hawaiian Gardens Municipal Code will be placed on a separate waiting list and receive preference as determined by the Community Development Department Staff.
5. The Hawaiian Gardens Staff will notify applicants of their status on the waiting list per request.

#### **OPENING THE WAITING LIST**

1. The City Hawaiian Gardens will provide public notice via publication in local newspapers/newsletters, the City's website, and other suitable media when opening the waiting list to accept new applications.
2. All public notices will include the following statement:



*Applicants whose property violates the City of Hawaiian Gardens Municipal Code must bring their property into compliance before being considered for financial assistance from the City of Hawaiian Gardens.*

## **CLOSING THE WAITING LIST**

1. The City of Hawaiian Gardens may stop accepting applications at any time under the discretion of the Community Development Director.
2. Suppose the waiting list's wait period is deemed excessive or the applications received exceed the Program's funding capabilities for current or future fiscal years. In that case, staff may stop accepting new applications until further notice.

## **WAITING LIST NOTICES**

1. Due to the large volume of applicants on the waiting list, two (2) Notices, and one Final Notice will be given for any non-compliance or lack of response in a prompt manner to the following:
  - a. The Applicant/Property Owner does not respond to the invitation to get off the waiting list.
  - b. The Applicant/Property Owner does not have the required documents available for completion of their application.
  - c. The Applicant/Property Owner's dwelling unit is not brought up to and/or maintained at a level of readiness and accessibility to allow the project to proceed.
  - d. If the Applicant/Property Owner is non-compliant or non-responsive, the Property Owner will be notified in writing that they are being removed from the waiting list and will not receive assistance. Subsequently, the next Applicant/Property Owner on the waiting list will be contacted.

## ***C. YOU ARE APPROVED; WHAT'S NEXT?***

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After determining eligibility, Staff will coordinate with the Applicant or Property Owner to inspect the subject property. City Staff will take photographs of the front yard setback area and other eligible items to document the existing property existing conditions before a work write-Up can be created. The Work Write-Up shall include the Applicant/Property Owner's eligible requests and Staff's property observations to be sent to the Contractor for bid proposals. Staff will review the Work Write-Up with the Property Owner and may recommend adding or deleting items depending on the proposed project's

ability to meet program goals and priorities. The Applicant must review and approve the finalized Work Write-Up before it can be sent out to bid.

## V. PROJECT PROCEDURES

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Once the Applicant's property eligibility is determined as qualifying and the scope of work is established, the project process may begin. This process includes sending the project out to bid, signing contracts, starting construction, and finalizing the project. The City of Hawaiian Gardens Staff will liaise between the Applicant, Contractor, and City to facilitate each stage of the project process.

### *A. PROJECT BIDS*

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Staff will prepare a Work Write-Up containing the detailed scope of work and send it to the procured Contractor. This Contractor will be required to submit a completed bid packet for City Staff to review before any project may commence.

- The Contractor will coordinate with the Applicant to inspect the home before submitting their bid.
- The Contractor will provide their complete bid in the Work Write-Up provided by City Staff, with all pricing as requested by the deadline.
- If a project bid exceeds the Program's maximum grant amount, City Staff may recommend deleting items from the Work Write-Up to fit the project budget. In these cases, City Staff may establish a priority list of repair items that effectively meet program goals to help eliminate low-priority items from the Work-Write Up. The Applicant may take the recommendations or keep the items listed in the Work Write-Up and pay the difference out of pocket before construction begins.
- Bids submitted after the deadline will not be accepted unless a minimum number of bids are not received, in which case a time extension may be given.
- The City of Hawaiian Gardens will not accept bids from contractors related to the Property Owner or Tenant.

Using the completed bids, the Staff will create a Recommendation Approval Form for the Property Owner and Community Development Director's approval. The Recommendation Approval Form will briefly describe the scope of work, the cost of each item, and the total project cost. Only the items included in the Recommendation Approval Form and approved by the Director may be included in the contract between the Property Owner and the Contractor.

## ***B. CONTRACTS & CONSTRUCTION***

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The City of Hawaiian Gardens Staff will prepare contract documents to be executed by the Property Owner and the Contractor during a pre-construction meeting. The Property Owner and the Contractor will agree to work conditions, use of facilities, and other construction-related matters during the pre-construction meeting. Such documents must be fully executed before beginning the rehabilitation work. The City of Hawaiian Gardens will not be part of the contract but will approve the scope of work and monitor construction. These contract documents shall state a specific date for commencement of the work, a specific date for completion of work, and a copy of the rehabilitation work write-up. An executed copy of the contract shall be furnished to the Property Owner, and Contractor and retained by the City of Hawaiian Gardens Staff.

### **CONTRACTS**

All rehabilitation contracts must be executed between the Property Owner and the Contractor before the Notice to Proceed can be issued. Upon execution of the contract documents by the Property Owner and the Contractor, the Notice to Proceed will be given by Staff. The following conditions pertain to the construction work time frame documented on the Notice to Proceed:

1. The Contractor must begin work within ten (10) calendar days from the date given on the Notice to Proceed and will have 30 calendar days to complete the work.
2. Any contractor who does not begin or complete the work within the time frame specified in the contract may be assessed liquidated damages of \$100.00 per day for each day they run over the established completion date.
3. The Contractor may submit a written request for an extension due to extenuating circumstances beyond their control. The City of Hawaiian Gardens Community Development Director will deny or grant an extension in writing for enough time to complete the performance. If approved by the Community Development Director, the newly approved completion date must be approved by the Property Owner and documented in the application file.
4. Contractors may not request more than two (2) time extensions unless extraordinary circumstances, as determined by Staff, justify a further request.

5. The Community Development Director and City Staff are not required to approve a time extension. If it is determined that the Contractor cannot complete the rehab work promptly, a new contractor may be hired to complete the project.

## CONSTRUCTION

Staff will ensure high-quality rehabilitation work is completed in a professional, skillful manner, administration of the Program is effective and efficient, and customer satisfaction is to the greatest extent possible. Staff will periodically conduct site inspections during construction to monitor progress and efficiency. The City of Hawaiian Gardens Building Inspector will perform the necessary plumbing, electrical, structural, and mechanical inspections. The Contractor (or relevant sub-contractor) is responsible for scheduling all required inspections with the Property Owner, Tenant, and Building Inspector. The Contractor shall guarantee the work as stipulated in the contract agreement. In addition, the Contractor shall furnish the owner with all manufacturer and suppliers' written guarantees and warranties covering materials and equipment provided under the contract.

In no instance should any outside agreement exist between the Property Owner, Contractor, or any other agency during the construction period regarding repair, remodel, or modification of the home? Failure to comply with this provision will result in the termination of the contract and require immediate payback of the funds expended by the City of Hawaiian Gardens. If the procured Contractor performs repairs, remodels, or modifications outside the scope of work detailed in the contract, all funding due to that Contractor will be forfeited.

### *C. FINALIZING THE PROJECT*

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Upon completion of the work, Staff and the Property Owner will conduct a final inspection. The Contractor's presence is recommended but not required for the final examination. Staff will take photographs of the work completed, verify that all permits have been appropriately processed, and ensure all work is up to the Property Owner and Beautification Program's standards.

- The Contractor will submit the final invoice directly to the City of Hawaiian Gardens. A copy will be provided to the participant.
- Payment for the work completed will not be issued until Staff verifies completion of all designated work and the applicant signs a Notice of Satisfaction, certifying that all work is completed to satisfaction.
- The City Hawaiian Gardens will pay the Contractor directly for the work performed. Any expenses included in the contract that exceed the grant amount will be the responsibility of the Property Owner; a cashier check or

money order will be payable to the Contractor and kept by the City until the project is completed.

- When the Property Owner refuses to approve the completed work, they must file a written complaint to the City of Hawaiian Gardens Staff within ten (10) business days of the Notice of Satisfaction. Failure to file a written complaint within the specified timeframe shall indicate acceptance of the work, and the Contractor will be paid in full.

## **VI. CONTRACTOR REQUIREMENTS**

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This section sets forth requirements and procedures concerning contractor qualifications. The City of Hawaiian Gardens, as a public entity, must award projects to the lowest responsible bidder. The City of Hawaiian Gardens PHA will circulate a Request for Proposals (RFP) and make a single contractor available under contract with the City for one (1) year.

In cases where the procured Contractor cannot perform their contractual duties, the City Hawaiian Gardens will bid to obtain estimates from other qualified contractors. The Property Owner may choose to accept bids from the list of skilled contractors provided by City staff or from any contractor that meets the Program's contractor requirements. The City Hawaiian Gardens will encourage the selection of the lowest responsible bidder; however, if the Property Owner chooses not to accept the lowest bid, they will be responsible for funding any amount that exceeds the lowest bid grant amount before construction begins.

To qualify as a procured contractor for the Beautification Program, the Contractor must have:

1. Public liability and property damage insurance
2. A City of Hawaiian Gardens Business License
3. Clearance with the State License Board and County Contract Compliance Office as required
4. Verify with Planning and/or Building and Safety Departments regarding which rehabilitation work requires permits and/or inspections. Proper permits will be required before the commencement of work. Contractors who do not obtain all required permits before starting a job will be barred from bidding on future projects.

### ***A. LEAD-BASED PAINT AND ASBESTOS NOTICE***

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Federal regulations require that agencies performing rehabilitation on housing built before 1978, which may contain lead-based paint, and housing built prior to 1980, which may contain asbestos, have procedures in place to:

1. Provide appropriate lead-based paint and asbestos notices
2. Identify lead-based paint and asbestos hazards
3. Perform lead and asbestos hazard reduction, using safe work practices and achieve clearance
4. Implement ongoing maintenance where required
5. Respond to lead and asbestos poisoning children.

The procured Contractor will determine what Lead-Based Paint and Asbestos testing/screening is required for any project. The Contractor shall follow procedures necessary to ensure safe rehabilitation practices concerning these hazards. The Contractor will be responsible for sub-contracting companies to test, abate, and clear lead and asbestos contamination when needed. It is also the Contractor's responsibility to ensure that their sub-contractors have all the necessary licenses and insurance policies to perform such work under this Program.

## ***B. INSURANCE REQUIREMENTS FOR CONTRACTORS***

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To execute a contract in connection with the City of Hawaiian Gardens Beautification Program, a general contractor must submit a Certificate of Insurance on ACCORD Form 25 from a good insurer stating that such general contractor carries the types and amounts of coverage required for this Program. Contractual liability coverage shall apply to all contracts between the Contractor, the City of Hawaiian Gardens, and the Property Owner(s), who are beneficiaries of the City of Hawaiian Gardens Beautification Program.

- The City of Hawaiian Gardens shall be named as additional insured under the Contractor's protective coverage. General contractors or agents participating in the Beautification Program must furnish the City of Hawaiian Gardens Staff notice of any change and/or cancellation of the required coverage no less than thirty (30) days before any such modification is effective. Staff will verify coverage before contract execution.

## ***C. CONTRACTOR TERMINATION***

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Suppose the Contractor fails to complete the project skillfully within the prescribed timeframe or violates any contract provisions between them and the Property Owner or them and the City. In that case, they may be declared in default and may be subject to loss of eligibility to participate as the procured Contractor. The City shall have the right to terminate the Contractor's agreement, without cause, by giving thirty (30) days written notice of termination for failure to comply with their contractual obligations. Notices to be provided by the City of Hawaiian Gardens to the Contractor shall be considered given if mailed by regular mail to the Contractor at the address on the

Contractor's application (unless the Contractor has provided a written address change).

## **VII. ADDITIONAL INFORMATION**

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### ***A. APPEAL PROCEDURES***

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1. At a problem arises between Staff and an applicant, and it cannot be resolved to the satisfaction of the Applicant, then the f. The process shall be available to resolve such problems:
  - a. The Applicant may appeal in writing to the City of Hawaiian Gardens within ten days following written notification from Staff that a problem that will materially affect the Applicant's rehabilitation application has been identified. A filing fee will be required per the established Commission resolution.
  - b. Applicant shall be allowed to present all pertinent facts to the City of Hawaiian Gardens that may have a bearing on the issue to be resolved.
  - c. The decision of the City of Hawaiian Gardens public shall be final.

### ***B. PROGRAM MONITORING AND EVALUATION***

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1. All elements of the Beautification Program will be monitored and evaluated statistically and programmatically.
2. To provide the members of the City Hawaiian Gardens public with information on the progress of the Program, primary data will be maintained on the number of applications received, activities undertaken, applications approved, payments made, and any other relevant data required by d the Board. A regular monthly report will be provided, including financial balances and disposition of all applications.
3. At the Board member's request, the City Manager of the City of Hawaiian Gardens will evaluate with written findings presented to the Board. Applicants and Contractors will be interviewed to determine the following:

- a. Has the Program benefited Property Owners, Tenants, and the neighborhood, and has it met the established goals and objectives?
- b. What problem areas exist, if any, and how should the program be modified to address identified problems?
- c. Have funding levels or other financial restrictions impeded the realization of the program goals and objectives?

### ***C. PROGRAM AMENDMENTS***

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The Beautification Program guidelines are developed to promote consistency and precision in implementing the Program. The City Manager is authorized to make minor modifications to the Program guidelines if such changes usually achieve the same results. The City of Hawaiian shall be notified in writing of any program changes within fifteen (15) days. Any member of the Board may request a review of any changes.

### ***D. EQUAL OPPORTUNITY***

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Applicants will not be discriminated against based on race, color, religion, sex, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, handicap or disability, or any other arbitrary basis. In addition, applicants may not discriminate in the use, occupancy, and awarding of contracts concerning the property to be rehabilitated with the assistance of this grant.



## VIII. GLOSSARY

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- i. **Property Owner:** Property Owner refers to an Individual or entity possessing the title of the landlord, building, or another item. The owner must be on title and may be responsible for paying taxes in relation to the property.
- ii. **Tenant:** A tenant is a person who occupies land or property rented from a landlord.
- iii. **Duplex Properties:** A house with separate but complete facilities to accommodate two families as either adjacent units or one on top of the other.
- iv. **Fines:** Fines are a sum of money exacted as a penalty by the City of Hawaiian Gardens Community Development Department Code Enforcement Division. Fines may be given for unsightly conditions in the property's exterior and/or unpermitted structures. A property may not be assisted if it has any outstanding fines.
- v. **Staff:** Staff means all the people employed by a particular organization. The City of Hawaiian Gardens Staff includes:
  - Executive Director/ City Manager
  - Community Development Director
  - Housing Rehabilitation Supervisor
  - Administrative Technician
  - Housing Coordinator
- vi. **Restrictive Covenant:** A Restrictive Covenant is a covenant restricting the use of land so that the value and enjoyment of adjoining land will be preserved.

**ATTACHMENT "A"**  
**LIST OF ELIGIBLE AND INELIGIBLE WORK**  
**CITY OF HAWAIIAN GARDENS**  
**COMMUNITY DEVELOPMENT DEPARTMENT**  
**CITY BEAUTIFICATION PROGRAM**

**Eligible Exterior Items**

- Roofing Repairs
- Painting & Lead Paint Abatement<sup>ii</sup>
- Stucco<sup>iii</sup>
- Decorative Trim (foam treatments, moldings, bands, etc.)
- Fascia Boards
- Windows<sup>iv</sup>
- Basic Entry Door
- Security Door Replacement
- Garage Doors with Automatic Garage Door Openers
- Entry Porch Repairs, Including Steps, Railings, Landing, etc.
- Basic Exterior Security Lighting
- Planters
- Front Yard Landscaping and Irrigation System<sup>v</sup>
- Front Yard Fencing<sup>vi</sup>
- Manual Gates
- Awnings
- Termite or Pest Control<sup>vii</sup>
- Address Numbers
- Mailbox Replacement
- Basic Driveway and Walkway
- Building Permit Fees
- Garbage and Debris Removal
- Tree Removal
- Tree (one)<sup>viii</sup>
- Basic Window Shutters
- Rain Gutter Installation/Repair
- Carport Repairs
- Removal of Code Violations
- Other Items Determined Eligible by Staff

**Ineligible Exterior Items**

- Electrical
- Plumbing
- Burglar Alarms
- Window Security Bars
- Room Additions
- Fireplaces
- Patio Covers
- Furniture
- Water Fountains
- Roofing—Decorative
- Side Yard Walkway
- Tree Surgery
- Central Air and Heating Units
- Carports
- Legalization of Unpermitted Structures
- Items Not Visible From the Street
- Any Items Considered to be a Luxury
- Other Items Determined Ineligible by Agency Staff

**ATTACHMENT "A"**  
**LIST OF ELIGIBLE AND INELIGIBLE WORK**  
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**Eligible Interior Items**

- Battery Operated Smoke Detector/Carbon Monoxide Alarm
- Crown Molding

**PAINTING**

- Rooms Kitchen, or Bathrooms Staircase Handrail
- Remove Popcorn Ceiling – Smooth Finish Patch and Paint
- Lead Paint or Asbestos Testing

**LIGHTING**

- Ceiling Fan Replacement or New Installation w/ Electrical Power, and Switch as necessary
- New Light Fixture – LED Fixture Builder Grade
- New Light Switch/Wall Outlet – w/Plate Cover
- Recessed Can Lighting – New LED w/Power Hookup

**FLOORING**

- Flooring – Carpet with Padding, Ceramic Tile, Laminate Plank, or Vinyl Plank
- Stairs – Tile, Laminate Plank, Vinyl Plank, or Carpet
- Baseboard – New Builder Grade Pre-Primed MDF

**DOORS**

- Exterior Front Door – Pre-hung Insulated Metal or Fiberglass OR Solid Core Slab – With Knob Lock Set and Deadbolt
- Exterior Vinyl Sliding Glass Door
- Closet Door
- Sliding Closet Door
- Laundry Bi-Fold Doors
- New Security Screen Door Interior Door

- Door Knob Set – Passage Door Knob Set Or Privacy Knob Set
- Door Lockset Exterior – Kitset With Deadbolt or Equal

**KITCHEN**

- New Kitchen Cabinets – Upper and Lower Replacing Existing Layout
- Cabinet Veneer Reface – With New Door Fronts, Stain Grade
- Formica, Ceramic Tile, or Solid Surface Corian Countertop
- New Kitchen Sink w/ Single Lever Faucet and Matching Drain Set
- Replace Range Hood – Medium Builder Grade Broan or Equal

**BATHROOM**

- Bathroom Exhaust Fan Replacement or New Installation – Broan or Equal with Electric Connection and Wall Switch as necessary
- Bathroom Single/Double Sink Vanity w/Faucet
- New Water Saving Toilet – Kohler or Equal
- Shower Stall Ceramic Tile
- Shower Stall Vinyl Walls
- Shower and Tub Stall
- Shower/Tub Door – Double
- New Pedestal Sink w/ Washerless Faucet
- Existing Faucet Repair
- New Faucet – Washerless Model
- Wall Mount Mirrored Vanity
- Replace Bathroom Medicine Cabinet

**WINDOWS**

- Windows – Retrofit or Drop-In – Vinyl
- Glass Pane – Replace Broken or Cracked Window Glass Pane
- New Window Screens

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**PLUMBING**

- Under Sink Plumbing
- Garbage Disposal Repair/New Installation – Kohler or Equal
- Shower Leak Diagnosis and Repair Estimate
- Water Heater Replacement

**ELECTRICAL**

- GFCI – Replace Outlet and Cover Plate
- GFCI – New Outlet, Cover Plate and Electrical Hookup
- Electrical Outlet/Light Switch – Replace Parts
- Electrical Outlet – New w/ Electrical Hookup
- Other Items Determined Eligible by Agency Staff

**ATTACHMENT "A"**  
**LIST OF ELIGIBLE AND INELIGIBLE WORK**  
**CITY OF HAWAIIAN GARDENS**  
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**CITY BEAUTIFICATION PROGRAM**

- i. Roof must show evidence of damage in order to have it repaired or must show evidence that it is beyond repair in order to have it replaced. Roof leaks shall only be repaired if roof appears to be in good condition. City Building Inspector shall evaluate and confirm roof repair/replacement.
- ii. Painting shall be applied to all sides of structure for an even and consistent look. Lead based paint practices for homes constructed prior to 1978 will be utilized.
- iii. Stucco shall be applied to all sides of structure for an even and consistent look.
- iv. Only Windows visible from the street shall be repaired or replaced.
- v. Front yard landscaping and irrigation shall include sod, flowers, shrubs, plants, etc., and addressing drainage.
- vi. Fencing including manual gates will be allowed in the front yard.
- vii. Termite or pest control shall only be completed in conjunction with other repair work.
- viii. One (1) tree not to exceed a twenty-four (24) inch box may be planted in the front yard.