

Alex Vargas, Mayor  
Alex Monteiro, Mayor Pro Tem  
Angie Reyes English, Councilmember  
Katrina Manning, Councilmember  
Faye Johnson, Councilmember



Dayna S. Williams-Hunter, City Clerk  
Marie Poindexter-Hornback, City Treasurer

**CITY OF HAWTHORNE  
CITY COUNCIL REGULAR MEETING  
AGENDA FOR JANUARY 27, 2026 6:00 PM  
COUNCIL CHAMBER AT CITY HALL  
4455 W. 126th STREET, HAWTHORNE, CALIFORNIA**

## MEETING INFORMATION

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY AND NEED REASONABLE ACCOMMODATION OR MODIFICATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT (ADA) PLEASE CONTACT THE CITY CLERK DEPARTMENT AT CITYCLERK@CITYOFHAWTHORNE.ORG OR CALL (310) 349-2915 PRIOR TO THE MEETING FOR ASSISTANCE.

THE MEETING IS SHOWN LIVE ON CABLE CHANNEL 22, AND WILL BE REBROADCAST AS PART OF THE REGULAR CITY COUNCIL, SUCCESSOR AGENCY, AND RELATED MEETINGS ACCORDING TO THE PUBLISHED CABLE SCHEDULE OF PROGRAMS. IT SHALL ALSO BE BROADCAST LIVE AND BE MADE AVAILABLE THEREAFTER ON THE CITY OF HAWTHORNE'S WEBSITE:

### [MEETING VIDEO](#)

Or online on YouTube by searching for Hawthorne Community Television

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THE AGENDA, STAFF REPORTS AND ATTACHMENTS ARE AVAILABLE ONLINE AT [AGENDA, STAFF REPORTS, ATTACHMENTS](#) AND THEN SELECTING THE DESIRED MEETING. MEMBERS OF THE PUBLIC MAY INSPECT (AT NO COST) AND/OR OBTAIN COPIES (UPON PAYMENT OF THE CITY'S CURRENT COPYING FEE) OF ANY REGULAR SESSION ITEM BY CONTACTING THE CITY CLERK DEPARTMENT AT CITY HALL VIA TELEPHONE (310) 349-2915 OR EMAIL CITYCLERK@CITYOFHAWTHORNE.ORG

## CALL TO ORDER

## INVOCATION

## PLEDGE OF ALLEGIANCE

## ROLL CALL

## PROCLAMATIONS/CERTIFICATES/PRESENTATIONS

1. Presentation by a representative of the South Bay Cities Council of Governments (SBCCOG) on the formation of the South Bay Regional Housing Trust -- Administrative Services
2. California Penal Code - 171b - Prohibited Weapons - Hawthorne Police Department

## PUBLIC COMMENTS

### PUBLIC COMMENTS INSTRUCTIONS

ANY PERSON DESIRING TO ADDRESS THE CITY COUNCIL AND PARKING AUTHORITY SHOULD COMPLETE A SPEAKER REQUEST CARD AND SUBMIT THE CARD TO THE CITY CLERK/SECRETARY PRIOR TO THE COMMENCEMENT OF THE CITY COUNCIL, PARKING AUTHORITY AND HOUSING AUTHORITY MEETING. AFTER OBTAINING PERMISSION TO PROCEED BY THE PRESIDING OFFICER SPEAKERS SHOULD FIRST STATE THEIR FULL NAME AND ADDRESS FOR THE RECORD. THEY THEN SHALL STATE THEIR BUSINESS FOR ALL GOVERNING BODIES BRIEFLY AND COMPLETELY AND UNLESS GRANTED FURTHER TIME BY A GOVERNING BODY SHALL LIMIT THEIR ADDRESS TO THREE MINUTES. THE THREE-MINUTE LIMIT SHALL INCLUDE GOVERNING BODY OR STAFF RESPONSES, IF ANY, TO QUERIES POSED BY SPEAKERS. HOWEVER, THE STATE OPEN MEETINGS LAW (GOVERNMENT CODE SECTION 54950 ET SEQ.) PROHIBITS THE CITY COUNCIL FROM PROVIDING A DETAILED RESPONSE OR ACTING UPON ANY ITEM NOT CONTAINED ON THE AGENDA POSTED 72 HOURS BEFORE A REGULAR MEETING AND 24 HOURS BEFORE A SPECIAL MEETING. ALL REMARKS SHALL BE ADDRESSED TO THE GOVERNING BODIES AS A BODY AND NOT TO ANY PARTICULAR MEMBER THEREOF. THE GOVERNING BODY MAY EITHER DISPOSE OF THE COMMUNICATION AT THE CLOSE THEREOF OR MAY REFER IT TO AN APPROPRIATE ADMINISTRATIVE OFFICER FOR STUDY, INVESTIGATION, REPORT, AND/OR RECOMMENDATION. DISCUSSION, IF ANY, SHALL BE BY MEMBERS OF A GOVERNING BODY ONLY. (H.M.C. 2.06.180, RESO. NO. 6443)

## CITY CLERK'S CONSENT CALENDAR

3. The Finance Department requests approval of the warrants. Motion to approve the warrants.

### **RECOMMENDED MOTION:**

Staff Recommends that the City Council approve the warrants issued for the period of 01/14/25 to 01/27/2026 for a total of \$5,723,360.08.

4. Approval of waiver of full readings of resolutions and ordinances on Tuesday, January 27, 2026's agenda. Motion to waive full readings.

## RESOLUTIONS

5. RESOLUTION NO. 8577 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE BALDWIN HILLS CONSERVANCY FOR PROPOSITION 1 FUNDING FOR CITY YARD PROJECT.

### **RECOMMENDED MOTION:**

Staff recommends that the City Council approve Resolution No. 8577.

6. RESOLUTION NO. 8582 - AUTHORIZING THE DESTRUCTION OF RECORDS FROM THE HAWTHORNE HOUSING AUTHORITY PURSUANT TO THE FEDERAL RECORD RETENTION SCHEDULE PROVIDED IN 24 CFR §908.101.

### **RECOMMENDED MOTION:**

Adopt Resolution No. 8582

7. RESOLUTION NO. 8583 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, APPOINTING DAVID L. CACERES AS THE CITY ATTORNEY, APPROVING AN EMPLOYMENT AGREEMENT, AND ADOPTING THE SALARY SCHEDULE FOR THE POSITION OF INTERIM CITY ATTORNEY AND CITY ATTORNEY

### **RECOMMENDED MOTION:**

Adopt Resolution 8583 appointing David L. Caceres as the City Attorney, approving an Employment Agreement, and adopting the salary schedule for the position of Interim City Attorney and City Attorney.

8. RESOLUTION NO. 8584 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA AMENDING THE CITY'S SALARY SCHEDULE TO INCLUDE THE SALARIES OF THE CITY ATTORNEY AND POLICE CHIEF.

### **RECOMMENDED MOTION:**

Staff recommends that the City Council adopt Resolution No. 8584, amending the City's Salary Schedule to include the salaries of the positions of City Attorney and Police Chief.

9. RESOLUTION NO. 8585 - AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A DISPOSITION, DEVELOPMENT, AND LOAN AGREEMENT ("DDLA") WITH ABODE COMMUNITIES, A CALIFORNIA NONPROFIT ORGANIZATION, FOR THE DEVELOPMENT AND OPERATION OF AFFORDABLE HOUSING ON REAL PROPERTY IMMEDIATELY SOUTH OF 14115 CORDARY AVENUE (ASSESSOR PARCEL NUMBER 4051-030-902).

**RECOMMENDED MOTION:**

Adopt Resolution No. 8585 authorizing the City Manager to negotiate and execute a DDLA, including all related documents and amendments, with Abode Communities for the development and operation of affordable housing on City-owned property, and finding the project statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code section 21080.66 (enacted by SB 130).

**ORDINANCES**

(None at this time)

**BIDS: OPENINGS & RESULTS**

(None at this time)

**PUBLIC HEARINGS**

(None at this time)

**GENERAL MATTERS**

(None at this time)

**CITY MANAGER'S CONSENT CALENDAR**

10. Joint Powers Agreement (JPA) to participate in the South Bay Regional Housing Trust (SBRHT).

**RECOMMENDED MOTION:**

That the City Council approve joining the SBRHT and authorize the Mayor to execute the JPA, which will help fund the development and construction of affordable housing in the South Bay.

11. General Services Agreement between the County of Los Angeles and the City of Hawthorne.

**RECOMMENDED MOTION:**

Staff recommends that the City Council approve the General Services Agreement between the County of Los Angeles and the City of Hawthorne.

12. Final Acceptance of the First Contract Term and award of the Park Maintenance Services Contract extension to Martinez Landscape Co. Inc of Sylmar, CA.

**RECOMMENDED MOTION:**

Staff recommends that the City Council approve the final acceptance if the first street tree trimming contract term and exercise the option pursuant to section 6.1 of the contract agreement to ratify and authorize the first extension from December 2025 through December 2026, the second contract extension from December 2026 to December 2027, and the third extension from December 2027 through December 2028, with a 4% CPI Increase to Martinez Landscape Co. of Sylmar, CA.

13. Progress Payment #6 in the amount of \$1,393,758.04 due to Martinez Landscape Co., Inc of Sylmar, CA for the City of Hawthorne New City Yard (Project #24-02).

**RECOMMENDED MOTION:**

Staff recommends that the City Council approve this Progress Payment #6 to Martinez Landscape Co. Inc of Sylmar, CA.

14. Amendment of Measure A Memorandum

**RECOMMENDED MOTION:**

Approve the Memorandum of Understanding (MOU) between the City of Hawthorne and the South Bay Cities Council of Governments (SBCCOG) regarding the use of Los Angeles County Measure A funds for homelessness-related services; authorize the Mayor to execute the MOU; and authorize the City Manager or designee to execute future amendments, exhibits, or administrative modifications to the MOU, subject to non-substantive changes and funding availability.

**CITY ATTORNEY'S CONSENT CALENDAR**

(None at this time)

**DISCUSSION ITEMS**

15. C Line Extension - Supervisor Holly Mitchel Proposal - A. Monteiro
16. Hawthorne Municipal Pool - Group Rental Use During Public Recreation Swim - A. Reyes English
17. Protocols for Requests for Recognitions and Proclamations - K. Manning
18. Review and Revision of Requirements for City-Sponsored and Council-Hosted Events - K. Manning
19. Proposed Leafletting Ordinance - S. Lask
20. Request for Study Session - Code of Conduct for Elected Officials - F. Johnson

**ELECTED OFFICIALS REPORTS**

**COUNCIL DIRECTIVES / ACTION ITEMS**

21. Black History Month Recognition -- Proclamation(s) for the February 24, 2026, Council Meeting -- A. Monteiro
22. Annual Autism Walk -- April 26, 2026 - A. Monteiro

**CLOSED SESSION**

23. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
(Pursuant to Gov. Code Section 54956.9(d)(1))

Name of Case: *Jesus Ruan v. City of Hawthorne, et al.*  
LASC Case No. 25TRCV00438

**ADJOURNMENT**

**CERTIFICATION**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS  
CITY OF HAWTHORNE )

I, **DIANA CUCALON**, Deputy City Clerk for the City of Hawthorne, certify that a true and correct copy of the foregoing City Council Meeting Agenda was posted not less than 72 hours before the City Council Meeting to be held on Tuesday, January 27, 2026.



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**DIANA CUCALON**  
**HAWTHORNE DEPUTY CITY CLERK**



**AGENDA ITEM NO. 1.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: Planning

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**SUBJECT:**

Presentation by a representative of the South Bay Cities Council of Governments (SBCCOG) on the formation of the South Bay Regional Housing Trust -- Administrative Services

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**AGENDA ITEM NO. 2.**

**CITY OF HAWTHORNE**

**City Council**

**AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: Police Department

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**SUBJECT:**

California Penal Code - 171b - Prohibited Weapons - Hawthorne Police Department

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**AGENDA ITEM NO. 3.**

**CITY OF HAWTHORNE**

**City Council**

**AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: Licensing

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**City Manager: Department Head:**

**SUBJECT:**

The Finance Department requests approval of the warrants. Motion to approve the warrants.

**RECOMMENDED MOTION:**

Staff Recommends that the City Council approve the warrants issued for the period of 01/14/25 to 01/27/2026 for a total of \$5,723,360.08.

**DISCUSSION:**

Staff intends to issue checks to the City's vendors that provide goods and services to it.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

Develop and implement clear, business-friendly methods of communicating useful and helpful information to the City's vendors.

**FISCAL IMPACT:**

None. Funds for these payments of the amount of \$5,723,360.08 are available in the adopted Fiscal Year 2025-2026 budget.

<b>Description of Warrants</b>	<b>Amount</b>
Payroll City Warrants	\$ 2,016,794.52
General City Warrants	\$ 2,581,882.73
Housing Warrants	\$ 981,271.42
Asset Forfeiture Warrants	\$ 143,411.41
<b>Grand Total</b>	<b>\$ 5,723,360.08</b>

**NOTICING PROCEDURE:**

72 hours posted notice pursuant to the Ralph M. Brown Act.

**ATTACHMENTS**

Council Warrants 01/27/26

# CITY OF HAWTHORNE

FOR THE MEETING OF JANUARY 27, 2026

ORIGINATING DEPARTMENT: FINANCE

The City Treasurer submits the following Payroll City Warrants for your approval:

<u>Date</u>	<u>Warrant #s</u>		<u>Warrant type</u>	<u>Total \$</u>
	<u>Start</u>	<u>Ending</u>		
1/15/26	40397	40709	PAYROLL	1,111,662.94
1/15/26	196816	196819	PAYROLL	4,540.16
<b>* Emergency Issue - for ratification only</b>				<u>1,116,203.10</u>

State of California, County of Los Angeles SS:

The foregoing claims/demands/warrants have been filed with me; each one bearing an endorsement of the officer or employee of the department, requiring same, that the price is correct.

\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
City Clerk

# CITY OF HAWTHORNE

FOR THE MEETING OF JANUARY 27, 2026

ORIGINATING DEPARTMENT: FINANCE

The City Treasurer submits the following General City Warrants for your approval:

<u>Date</u>	<u>Warrant #s</u>		<u>Warrant type</u>	<u>Total \$</u>
	<u>Start</u>	<u>Ending</u>		
1/6/26	493464	493464	DEBT LEVIES	5,842.28
1/15/26	493465	493483	DEBT LEVIES	24,843.05
1/20/26	493484	493484	DEBT LEVIES	17,067.01
1/27/26	493485	493494	UTILITIES	158,458.54
1/27/26	493495	493652	CITY	2,374,618.85
1/21/26	493653	493655	CITY - SPECIAL	1,053.00
				<u>2,581,882.73</u>

**\* Emergency Issue - for ratification only**

State of California, County of Los Angeles SS:

The foregoing claims/demands/warrants have been filed with me; each one bearing an endorsement of the officer or employee of the department, requiring same, that the price is correct.

\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
City Clerk

**PAID INVOICES REPORT**

CHECK: DL010626

TO FISCAL 2026/07 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
113121	TOTAL ADMINISTRATION SVCS CORP								
	115274	01/01/26		493464	P	01/06/26	960 21640	ADDITIONAL INS LIABILITY	1,067.30
	INVOICE: 2026-2A								
	115276	01/01/26		493464	P	01/06/26	960 21640	ADDITIONAL INS LIABILITY	4,774.98
	INVOICE: 2026-2B								
VENDOR TOTALS			58,245.72	YTD INVOICED			153,227.42	YTD PAID	5,842.28
								REPORT TOTALS	5,842.28

TOTAL PRINTED CHECKS	COUNT	AMOUNT
	1	5,842.28

\*\* END OF REPORT - Generated by Shunte'll Dixon \*\*

PAID INVOICES REPORT

CHECK: DL011526

TO FISCAL 2026/07 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
123239 CA DISBURSEMENT UNIT	115668	01/15/26		493465	P	01/15/26	960 21630	GARNISHMENTS LIABILITY	704.30
	INVOICE: 2026-3								
VENDOR TOTALS			10,564.50	YTD INVOICED			28,876.30	YTD PAID	704.30
119637 CA SDU, STATE DISBURSEMENT UNIT	115665	01/15/26		493466	P	01/15/26	960 21630	GARNISHMENTS LIABILITY	258.46
	INVOICE: 2026-3								
VENDOR TOTALS			3,876.90	YTD INVOICED			10,596.86	YTD PAID	258.46
119685 CA SDU, STATE DISBURSEMENT UNIT	115666	01/15/26		493467	P	01/15/26	960 21630	GARNISHMENTS LIABILITY	142.15
	INVOICE: 2026-3								
VENDOR TOTALS			2,132.25	YTD INVOICED			6,325.71	YTD PAID	142.15
124677 CA. STATE DISBURSEMENT UNIT	115675	01/15/26		493468	P	01/15/26	960 21630	GARNISHMENTS LIABILITY	256.73
	INVOICE: 2026-3								
VENDOR TOTALS			256.73	YTD INVOICED			256.73	YTD PAID	256.73
124678 CA. STATE DISBURSEMENT UNIT	115676	01/15/26		493469	P	01/15/26	960 21630	GARNISHMENTS LIABILITY	200.30
	INVOICE: 2026-3								
VENDOR TOTALS			200.30	YTD INVOICED			200.30	YTD PAID	200.30
124099 CALIFORNIA STATE DISBURSEMENT UNIT	115667	01/15/26		493471	P	01/15/26	960 21630	GARNISHMENTS LIABILITY	533.53
	INVOICE: 2026-3								
VENDOR TOTALS			8,002.95	YTD INVOICED			20,807.67	YTD PAID	533.53
123708 CALIFORNIA STATE DISBURSEMENT UNIT	115671	01/15/26		493470	P	01/15/26	960 21630	GARNISHMENTS LIABILITY	126.00
	INVOICE: 2026-3								
VENDOR TOTALS			1,890.00	YTD INVOICED			5,166.00	YTD PAID	126.00
124612 FRANCHISE TAX BOARD	115672	01/15/26		493474	P	01/15/26	960 21630	GARNISHMENTS LIABILITY	110.82
	INVOICE: 2026-3								
VENDOR TOTALS			664.92	YTD INVOICED			664.92	YTD PAID	110.82
121291 FRANCHISE TAX BOARD	115673	01/15/26		493472	P	01/15/26	960 21630	GARNISHMENTS LIABILITY	200.00
	INVOICE: 2026-3								

PAID INVOICES REPORT

CHECK: DL011526

TO FISCAL 2026/07 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS			600.00	YTD INVOICED			1,888.75	YTD PAID	200.00
123629	FRANCHISE TAX BOARD								
	115674	01/15/26		493473	P	01/15/26	960 21630	GARNISHMENTS LIABILITY	100.00
	INVOICE: 2026-3								
VENDOR TOTALS			499.43	YTD INVOICED			4,399.43	YTD PAID	100.00
124676	FRANCHISE TAX BOARD								
	115677	01/15/26		493475	P	01/15/26	960 21630	GARNISHMENTS LIABILITY	557.30
	INVOICE: 2026-3								
VENDOR TOTALS			557.30	YTD INVOICED			557.30	YTD PAID	557.30
4	H.M.E.A.								
	115659	01/15/26		493476	P	01/15/26	960 21600	ACCRUED WAGES PAYABLE	1,660.00
	INVOICE: 2026-3								
VENDOR TOTALS			24,060.00	YTD INVOICED			78,160.00	YTD PAID	1,660.00
99379	HAWTHORNE EXECUTIVE GROUP								
	115658	01/15/26		493477	P	01/15/26	960 21600	ACCRUED WAGES PAYABLE	520.00
	INVOICE: 2026-3								
VENDOR TOTALS			7,000.00	YTD INVOICED			17,640.00	YTD PAID	520.00
124425	HAWTHORNE POLICE CIVILIAN ASSOCIATION (HPCA)								
	115663	01/15/26		493478	P	01/15/26	960 21600	ACCRUED WAGES PAYABLE	1,360.00
	INVOICE: 2026-3								
VENDOR TOTALS			20,320.00	YTD INVOICED			24,280.00	YTD PAID	1,360.00
3	HAWTHORNE POLICE OFFICERS ASSN								
	115660	01/15/26		493479	P	01/15/26	960 21600	ACCRUED WAGES PAYABLE	6,299.50
	INVOICE: 2026-3A								
	115661	01/15/26		493479	P	01/15/26	960 21600	ACCRUED WAGES PAYABLE	680.00
	INVOICE: 2026-3B								
	115662	01/15/26		493479	P	01/15/26	960 21640	ADDITIONAL INS LIABILITY	3,813.29
	INVOICE: 2026-3C								
VENDOR TOTALS			155,359.59	YTD INVOICED			386,039.74	YTD PAID	10,792.79
115178	PRE PAID LEGAL SERVICES, INC.								
	115664	01/15/26		493480	P	01/15/26	960 21640	ADDITIONAL INS LIABILITY	167.85
	INVOICE: 2026-3								
VENDOR TOTALS			2,514.53	YTD INVOICED			6,920.53	YTD PAID	167.85
113121	TOTAL ADMINISTRATION SVCS CORP								
	115679	01/15/26		493481	P	01/15/26	960 21640	ADDITIONAL INS LIABILITY	1,067.30

PAID INVOICES REPORT

CHECK: DL011526

TO FISCAL 2026/07 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	AMOUNT
	INVOICE: 2026-3A	2026-3A							
	115680	01/15/26		493481	P	01/15/26	960 21640	ADDITIONAL INS LIABILITY	4,774.98
	INVOICE: 2026-3B	2026-3B							
VENDOR TOTALS			64,399.66	YTD INVOICED			159,069.70	YTD PAID	5,842.28
103511	U.S. BANK PARS 6746022400, L.A. LOCKBOX 511649								
	115681	01/15/26		493482	P	01/15/26	960 20270	PARS LIABILITY	956.11
	INVOICE: 2026-3A	2026-3A							
	115682	01/15/26		493482	P	01/15/26	960 20270	PARS LIABILITY	239.05
	INVOICE: 2026-3B	2026-3B							
VENDOR TOTALS			33,001.14	YTD INVOICED			79,478.20	YTD PAID	1,195.16
123240	VILLEGAS, ALBA								
	115669	01/15/26		493483	P	01/15/26	960 21630	GARNISHMENTS LIABILITY	115.38
	INVOICE: 2026-3	2026-3							
VENDOR TOTALS			1,730.70	YTD INVOICED			4,730.58	YTD PAID	115.38
								REPORT TOTALS	24,843.05

TOTAL PRINTED CHECKS	COUNT	AMOUNT
	19	24,843.05

\*\* END OF REPORT - Generated by Shuntell Dixon \*\*

**PAID INVOICES REPORT**

CHECK: DL012026

TO FISCAL 2026/07 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
110516 KIM, ROBERT	115678	01/15/26		493484	T	01/20/26	960 20250	MEDICARE LIABILITY	12,226.45
	INVOICE: 2026-3								
	115678	01/15/26		493484	T	01/20/26	10011500 40034	SALARIES - SPECIAL PAYOUT	4,840.56
	INVOICE: 2026-3								
VENDOR TOTALS			17,067.01	YTD INVOICED			17,067.01	YTD PAID	17,067.01
								REPORT TOTALS	17,067.01

TOTAL EFT TRANSFERS	COUNT	AMOUNT
	1	17,067.01

\*\* END OF REPORT - Generated by Shuntell Dixon \*\*

PAID INVOICES REPORT

CHECK: UT012726

TO FISCAL 2026/07 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
115390 A T & T MOBILITY	115692	12/23/25		493485	P	01/27/26	10001221 43054	TELEPHONE	252.24
	INVOICE:	DC287311965804							
VENDOR TOTALS			1,168.02	YTD INVOICED			4,792.65	YTD PAID	252.24
15960 AT&T	115168	12/07/25		493486	P	01/27/26	10041050 43054	TELEPHONE	31.83
	INVOICE:	DC3348410060							
VENDOR TOTALS			1,226.53	YTD INVOICED			3,695.59	YTD PAID	31.83
115783 AT&T	115563	12/20/25		493487	P	01/27/26	10001222 43054	TELEPHONE	65.62
	INVOICE:	DC9391031544							
	115564	12/20/25		493487	P	01/27/26	10001222 43054	TELEPHONE	65.62
	INVOICE:	DC9391031546							
	115565	12/20/25		493487	P	01/27/26	10001222 43054	TELEPHONE	139.73
	INVOICE:	DC9391031543							
	115566	12/20/25		493487	P	01/27/26	10001222 43054	TELEPHONE	511.31
	INVOICE:	DC9391026341							
	115567	12/27/25		493487	P	01/27/26	10001222 43054	TELEPHONE	101.05
	INVOICE:	DC9391026316							
	115568	12/01/25		493487	P	01/27/26	52035030 43054	TELEPHONE	62.74
	INVOICE:	DC9391026287							
	115685	12/27/25		493487	P	01/27/26	10001222 43054	TELEPHONE	465.34
	INVOICE:	DC9391057056							
	115687	01/01/26		493487	P	01/27/26	10001222 43054	TELEPHONE	31.88
	INVOICE:	JA9391026278							
	115688	01/01/26		493487	P	01/27/26	52035030 43054	TELEPHONE	62.21
	INVOICE:	JA9391026287							
	115689	01/01/26		493487	P	01/27/26	10001222 43054	TELEPHONE	253.84
	INVOICE:	JA9391026291							
	115690	01/01/26		493487	P	01/27/26	10001222 43054	TELEPHONE	85.65
	INVOICE:	JA9391026293							
	115691	01/01/26		493487	P	01/27/26	10001222 43054	TELEPHONE	104.94
	INVOICE:	JA9391026345							
VENDOR TOTALS			19,068.60	YTD INVOICED			136,834.66	YTD PAID	1,949.93
15960 AT&T	115712	01/07/26		493486	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	31.84
	INVOICE:	JA3348410058							
	115713	01/07/26		493486	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	62.34
	INVOICE:	JA3348410059							
VENDOR TOTALS			1,226.53	YTD INVOICED			3,695.59	YTD PAID	94.18
103177 CALIFORNIA WATER SERVICE	115544	12/15/25		493488	P	01/27/26	22041060 45444	UTILITIES	2,971.89
	INVOICE:	DC3089311111							

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	115545	12/15/25		493488	P	01/27/26	10061100 45444	UTILITIES	106.50
	INVOICE: DC6395574084								
	115546	12/15/25		493488	P	01/27/26	22041060 45444	UTILITIES	524.91
	INVOICE: DC2207311111								
	115548	12/15/25		493488	P	01/27/26	10061100 45444	UTILITIES	48.47
	INVOICE: DC1072582226								
	115550	12/15/25		493488	P	01/27/26	10061100 45444	UTILITIES	53.57
	INVOICE: DC4031446452								
	115552	12/15/25		493488	P	01/27/26	10061100 45444	UTILITIES	136.85
	INVOICE: DC8717030744								
	115553	12/15/25		493488	P	01/27/26	22041060 45444	UTILITIES	289.37
	INVOICE: DC9379311111								
	115554	12/17/25		493488	P	01/27/26	22041060 45444	UTILITIES	41.67
	INVOICE: DC3357207262								
	115555	12/17/25		493488	P	01/27/26	10011500 45154	GENERAL EXPENSE	26.32
	INVOICE: DC9004264798								
	115556	12/17/25		493488	P	01/27/26	46847150 45444	UTILITIES	109.87
	INVOICE: DC8816940090								
	115557	12/16/25		493488	P	01/27/26	46715732 45444	UTILITIES	206.39
	INVOICE: DC4046764921								
	115558	12/16/25		493488	P	01/27/26	10061100 45444	UTILITIES	1,232.52
	INVOICE: DC9056440300								
	115559	12/22/25		493488	P	01/27/26	22041060 45444	UTILITIES	153.32
	INVOICE: DC0866316861								
	115560	12/18/25		493488	P	01/27/26	10061100 45444	UTILITIES	336.00
	INVOICE: DC5297758587								
	115562	12/26/25		493488	P	01/27/26	22041060 45444	UTILITIES	51.02
	INVOICE: DC3124149340								
	115572	12/02/25		493488	P	01/27/26	10001221 45444	UTILITIES	359.00
	INVOICE: DC5612411111								
	115572	12/02/25		493488	P	01/27/26	10041050 45444	UTILITIES	864.70
	INVOICE: DC5612411111								
	115572	12/02/25		493488	P	01/27/26	10061100 45444	UTILITIES	13,314.31
	INVOICE: DC5612411111								
	115572	12/02/25		493488	P	01/27/26	22041060 45444	UTILITIES	283.42
	INVOICE: DC5612411111								
	115572	12/02/25		493488	P	01/27/26	52035030 45444	UTILITIES	203.73
	INVOICE: DC5612411111								
	115572	12/02/25		493488	P	01/27/26	60031030 45444	UTILITIES	94.47
	INVOICE: DC5612411111								
	115572	12/02/25		493488	P	01/27/26	46447150 45444	UTILITIES	590.13
	INVOICE: DC5612411111								
	115699	12/30/25		493488	P	01/27/26	22041060 45444	UTILITIES	313.57
	INVOICE: DC8639925174								
VENDOR TOTALS			129,797.75	YTD INVOICED			520,164.60	YTD PAID	22,312.00
18100 GOLDEN STATE WATER CO.									
	115569	12/12/25		493489	P	01/27/26	10061100 45444	UTILITIES	429.25
	INVOICE: DC87617300006								
	115700	01/07/26		493489	P	01/27/26	22041060 45444	UTILITIES	213.88

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE:	JA53542320113							
	115701	01/05/26		493489	P	01/27/26	10061100 45444	UTILITIES	406.51
	INVOICE:	JA3148000007							
VENDOR TOTALS			80,318.12	YTD INVOICED			257,775.21	YTD PAID	1,049.64
17953	SO CALIF EDISON CO								
	115307	12/18/25		493490	P	01/27/26	22041060 45444	UTILITIES	289.66
	INVOICE:	DC700654091757							
	115308	12/31/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	114.11
	INVOICE:	DC700413964116							
	115309	12/17/25		493490	P	01/27/26	22041060 45444	UTILITIES	86.75
	INVOICE:	DC700415337573							
	115310	12/17/25		493490	P	01/27/26	10041050 45444	UTILITIES	235.71
	INVOICE:	DC700415350812							
	115311	12/17/25		493490	P	01/27/26	10061010 45444	UTILITIES	219.40
	INVOICE:	DC700415512274							
	115312	12/17/25		493491	P	01/27/26	10061010 45444	UTILITIES	40.79
	INVOICE:	DC700415539253							
	115313	12/30/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	102.01
	INVOICE:	DC700414005138							
	115314	12/17/25		493490	P	01/27/26	60031030 45444	UTILITIES	1,779.33
	INVOICE:	DC700415521772							
	115315	12/17/25		493491	P	01/27/26	20025000 45444	UTILITIES	41.96
	INVOICE:	DC700474481507							
	115316	12/17/25		493490	P	01/27/26	20025000 45444	UTILITIES	117.30
	INVOICE:	DC700474337421							
	115317	12/17/25		493490	P	01/27/26	20025000 45444	UTILITIES	90.58
	INVOICE:	DC700475567297							
	115318	12/17/25		493490	P	01/27/26	10061090 45444	UTILITIES	620.52
	INVOICE:	DC700573925503							
	115319	12/17/25		493490	P	01/27/26	10061010 45444	UTILITIES	5,024.57
	INVOICE:	DC700416586752							
	115320	12/15/25		493490	P	01/27/26	22041060 45444	UTILITIES	149.77
	INVOICE:	DC700415247344							
	115321	12/15/25		493491	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	33.45
	INVOICE:	DC700415270885							
	115322	12/15/25		493490	P	01/27/26	20025000 45444	UTILITIES	206.64
	INVOICE:	DC700390586409							
	115323	12/15/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	95.76
	INVOICE:	DC700415420833							
	115324	12/15/25		493490	P	01/27/26	22541060 45444	UTILITIES	146.77
	INVOICE:	DC700877321897							
	115326	12/15/25		493490	P	01/27/26	10041050 45444	UTILITIES	198.79
	INVOICE:	DC700441426331							
	115327	12/15/25		493491	P	01/27/26	10041050 45444	UTILITIES	17.57
	INVOICE:	DC700382595225							
	115328	12/18/25		493490	P	01/27/26	46515730 45444	UTILITIES	116.44
	INVOICE:	DC700427237251							
	115328	12/18/25		493490	P	01/27/26	46615731 45444	UTILITIES	119.63
	INVOICE:	DC700427237251							

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
115330		12/18/25		493491	P	01/27/26	46515730 45444	UTILITIES	70.63
	INVOICE:	DC700441451690							
115331		12/18/25		493490	P	01/27/26	52035030 45444	UTILITIES	1,864.02
	INVOICE:	DC700362433975							
115332		12/17/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	78.30
	INVOICE:	DC700024150620							
115333		12/17/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	191.55
	INVOICE:	DC700414014232							
115334		12/17/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	134.40
	INVOICE:	DC700170837555							
115335		12/17/25		493490	P	01/27/26	10041050 45444	UTILITIES	112.30
	INVOICE:	DC700415178636							
115336		12/17/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	202.61
	INVOICE:	DC700415481861							
115337		12/17/25		493490	P	01/27/26	32420030 41144	PHLA PROJECT	1,377.11
	INVOICE:	DC700781445279							
115339		12/17/25		493490	P	01/27/26	10061090 45444	UTILITIES	138.44
	INVOICE:	DC700015713034							
115341		12/17/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	82.69
	INVOICE:	DC700028571901							
115342		12/17/25		493490	P	01/27/26	20025000 45444	UTILITIES	82.98
	INVOICE:	DC700133933301							
115343		12/17/25		493491	P	01/27/26	46715732 45444	UTILITIES	37.54
	INVOICE:	DC700053252034							
115344		12/17/25		493490	P	01/27/26	22041060 45444	UTILITIES	153.72
	INVOICE:	DC700663728305							
115345		12/17/25		493490	P	01/27/26	20025000 45444	UTILITIES	283.49
	INVOICE:	DC700819800190							
115346		12/15/25		493490	P	01/27/26	22041060 45444	UTILITIES	83.99
	INVOICE:	DC700412390995							
115347		12/19/25		493490	P	01/27/26	10061010 45444	UTILITIES	604.45
	INVOICE:	DC700415238048							
115348		12/23/25		493490	P	01/27/26	22041060 45444	UTILITIES	84.82
	INVOICE:	DC700415434270							
115349		12/18/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	192.85
	INVOICE:	DC700415456195							
115350		12/18/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	79.50
	INVOICE:	DC700415229055							
115351		12/18/25		493490	P	01/27/26	20025000 45444	UTILITIES	1,232.73
	INVOICE:	DC700525278787							
115352		12/18/25		493490	P	01/27/26	20025000 45444	UTILITIES	103.53
	INVOICE:	DC700602968212							
115353		12/17/25		493491	P	01/27/26	46615731 45444	UTILITIES	28.05
	INVOICE:	DC700441364188							
115379		01/02/26		493490	P	01/27/26	20025000 45444	UTILITIES	8,801.78
	INVOICE:	JA700364926774							
115380		01/02/26		493490	P	01/27/26	20025000 45444	UTILITIES	187.82
	INVOICE:	JA700616837087							
115381		01/02/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	89.57
	INVOICE:	JA700385074482							
115382		01/02/26		493491	P	01/27/26	10061100 45444	UTILITIES	75.73

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	JA700413762234								
115383		01/02/26		493491	P	01/27/26	10061100 45444	UTILITIES	15.55
INVOICE:	JA700413787088								
115384		01/02/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	77.09
INVOICE:	JA700415322318								
115385		01/02/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	75.91
INVOICE:	JA700415310392								
115386		01/02/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	133.35
INVOICE:	JA700412466979								
115387		01/02/26		493491	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	35.80
INVOICE:	JA700413948857								
115388		12/26/25		493490	P	01/27/26	10041050 45444	UTILITIES	79.72
INVOICE:	DC700412535081								
115389		12/26/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	80.33
INVOICE:	DC700023530426								
115390		12/29/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	101.63
INVOICE:	DC700238897708								
115391		12/26/25		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	265.46
INVOICE:	DC700413899448								
115392		12/26/25		493490	P	01/27/26	10061010 45444	UTILITIES	79.77
INVOICE:	DC700415041523								
115393		12/26/25		493491	P	01/27/26	20025000 45444	UTILITIES	58.98
INVOICE:	DC700370247933								
115394		12/26/25		493491	P	01/27/26	10061010 45444	UTILITIES	50.71
INVOICE:	DC700414028780								
115395		12/26/25		493490	P	01/27/26	10061010 45444	UTILITIES	614.04
INVOICE:	DC700123368078								
115459		01/05/26		493490	P	01/27/26	20025000 45444	UTILITIES	261.38
INVOICE:	JA700382576734								
115460		01/05/26		493491	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	70.37
INVOICE:	JA700413775974								
115461		01/05/26		493490	P	01/27/26	22041060 45444	UTILITIES	86.28
INVOICE:	JA700455547107								
115462		01/05/26		493490	P	01/27/26	20025000 45444	UTILITIES	239.65
INVOICE:	JA700028707802								
115463		01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	77.64
INVOICE:	JA700415119022								
115464		01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	97.51
INVOICE:	JA700878401833								
115465		01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	101.37
INVOICE:	JA700415157418								
115466		01/05/26		493490	P	01/27/26	22041060 45444	UTILITIES	117.25
INVOICE:	JA700415444374								
115467		01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	105.94
INVOICE:	JA700415394157								
115468		01/05/26		493490	P	01/27/26	10061010 45444	UTILITIES	272.63
INVOICE:	JA700413829831								
115469		01/05/26		493490	P	01/27/26	10061010 45444	UTILITIES	286.49
INVOICE:	JA700412405547								
115470		01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	120.51
INVOICE:	JA700029139046								

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	115471	01/05/26		493490	P	01/27/26	10061010 45444	UTILITIES	146.46
	INVOICE:	JA700196589136							
	115472	01/05/26		493491	P	01/27/26	20025000 45444	UTILITIES	32.02
	INVOICE:	JA700201940809							
	115473	01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	124.81
	INVOICE:	JA700413801034							
	115474	01/05/26		493491	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	.97
	INVOICE:	JA700415407897							
	115475	01/05/26		493490	P	01/27/26	20025000 45444	UTILITIES	230.89
	INVOICE:	JA700203184631							
	115476	01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	122.10
	INVOICE:	JA700196576305							
	115477	01/05/26		493490	P	01/27/26	20025000 45444	UTILITIES	1,053.25
	INVOICE:	JA700610655258							
	115478	01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	87.30
	INVOICE:	JA700413639568							
	115479	01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	141.20
	INVOICE:	JA700415168330							
	115480	01/05/26		493490	P	01/27/26	10061010 45444	UTILITIES	161.51
	INVOICE:	JA700413750211							
	115481	01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	129.92
	INVOICE:	JA700413657352							
	115482	01/05/26		493491	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	68.11
	INVOICE:	JA700413595112							
	115483	01/05/26		493491	P	01/27/26	20025000 45444	UTILITIES	45.47
	INVOICE:	JA700591200088							
	115484	01/05/26		493490	P	01/27/26	20025000 45444	UTILITIES	135.96
	INVOICE:	JA700534679101							
	115485	01/05/26		493490	P	01/27/26	22041060 45444	UTILITIES	138.00
	INVOICE:	JA700413545497							
	115486	01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	196.72
	INVOICE:	JA700415109322							
	115487	01/05/26		493490	P	01/27/26	20025000 45444	UTILITIES	449.78
	INVOICE:	JA700017571996							
	115488	01/05/26		493490	P	01/27/26	10061050 45444	UTILITIES	1,993.26
	INVOICE:	JA700250316527							
	115489	01/05/26		493490	P	01/27/26	22541060 45444	UTILITIES	152.22
	INVOICE:	JA700212888873							
	115490	01/05/26		493491	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	64.54
	INVOICE:	JA700541838004							
	115491	01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	102.46
	INVOICE:	JA700413671395							
	115492	01/05/26		493490	P	01/27/26	22041060 42104	SIGNAL MAINTENANCE	170.72
	INVOICE:	JA700415101844							
	115493	01/05/26		493491	P	01/27/26	20025000 45444	UTILITIES	61.58
	INVOICE:	JA700272148294							
	115591	01/06/26		493490	P	01/27/26	20025000 45444	UTILITIES	59,857.20
	INVOICE:	JA700364879789							
	115592	01/06/26		493490	P	01/27/26	20025000 45444	UTILITIES	409.31
	INVOICE:	JA700599510261							
	115594	01/06/26		493491	P	01/27/26	46515730 45444	UTILITIES	69.85

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	JA700441451690								
115595		01/06/26		493490	P	01/27/26	10041050 45444	UTILITIES	175.85
INVOICE:	JA700413563584								
115597		01/06/26		493490	P	01/27/26	10061100 45444	UTILITIES	650.03
INVOICE:	JA700415364047								
115598		01/06/26		493490	P	01/27/26	20025000 45444	UTILITIES	208.73
INVOICE:	JA700413856406								
115599		01/06/26		493490	P	01/27/26	10061100 45444	UTILITIES	411.70
INVOICE:	JA700413581065								
115600		01/06/26		493490	P	01/27/26	10041050 45444	UTILITIES	998.79
INVOICE:	JA700412486177								
115602		01/06/26		493490	P	01/27/26	20025000 45444	UTILITIES	1,150.75
INVOICE:	JA700415468525								
115603		01/06/26		493490	P	01/27/26	20025000 45444	UTILITIES	362.72
INVOICE:	JA700415497120								
115696		01/05/26		493491	P	01/27/26	52035030 45444	UTILITIES	2.90
INVOICE:	JA700169896049								
VENDOR TOTALS				1,065,788.85	YTD INVOICED		2,998,911.31	YTD PAID	99,834.55
18000	SO CALIF GAS CO								
115570		01/05/26		493492	P	01/27/26	10061010 45444	UTILITIES	95.53
INVOICE:	09730449007								
115571		06/04/25		493492	P	01/27/26	60031030 45444	UTILITIES	17.88
INVOICE:	13890410007								
115693		01/06/26		493492	P	01/27/26	10061010 45444	UTILITIES	16.16
INVOICE:	07510463859								
115694		01/06/26		493492	P	01/27/26	10061100 45444	UTILITIES	64.67
INVOICE:	16330470002								
115695		01/06/26		493492	P	01/27/26	10061010 45444	UTILITIES	69.38
INVOICE:	08140463004								
115702		01/07/26		493492	P	01/27/26	10061100 45444	UTILITIES	12,955.06
INVOICE:	11580407002								
115704		01/07/26		493492	P	01/27/26	10001221 43054	TELEPHONE	4,740.52
INVOICE:	18936983107								
115705		01/07/26		493492	P	01/27/26	46615731 42024	BUILDING MAINTENANCE	730.91
INVOICE:	09680396372								
115706		01/07/26		493492	P	01/27/26	60031030 45444	UTILITIES	133.58
INVOICE:	13890410007								
115707		01/07/26		493492	P	01/27/26	46447150 45444	UTILITIES	15.20
INVOICE:	08220415015								
115708		01/07/26		493492	P	01/27/26	46515730 42024	BUILDING MAINTENANCE	148.55
INVOICE:	14720396127								
115709		01/07/26		493492	P	01/27/26	46615731 45444	UTILITIES	7.59
INVOICE:	12200396963								
115710		01/07/26		493492	P	01/27/26	46615731 45444	UTILITIES	66.64
INVOICE:	11780396591								
VENDOR TOTALS				68,762.06	YTD INVOICED		225,653.76	YTD PAID	19,061.67

112237 T-MOBILE

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	115170	11/21/25		493493	P	01/27/26	10001221 43054	TELEPHONE	7,226.22
	INVOICE: NV960336852								
VENDOR TOTALS			66,156.04	YTD INVOICED			241,667.45	YTD PAID	7,226.22
113605	VERIZON WIRELESS								
	115181	11/23/25		493494	P	01/27/26	10001221 43054	TELEPHONE	6,646.28
	INVOICE: NV470985090-1								
VENDOR TOTALS			27,346.20	YTD INVOICED			98,845.40	YTD PAID	6,646.28
								REPORT TOTALS	158,458.54

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	10	158,458.54

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
122920	4283929 DELAWARE LLC.								
	115254	12/31/25		493512	T	01/27/26	10001230 40514	CONTRACT SERVICES	129.80
	INVOICE: WC11536-I-0058								
	VENDOR TOTALS		1,493.51	YTD INVOICED			3,132.31	YTD PAID	129.80
123058	ACCESS INFORMATION INTERMEDIATE HOLDINGS I, LLC.								
	115329	12/31/25		493513	T	01/27/26	10013010 41514	OPERATING SUPPLIES	104.89
	INVOICE: 11981799								
	115329	12/31/25		493513	T	01/27/26	10015010 41514	OPERATING SUPPLIES	104.89
	INVOICE: 11981799								
	115329	12/31/25		493513	T	01/27/26	10016010 41514	OPERATING SUPPLIES	104.89
	INVOICE: 11981799								
	115329	12/31/25		493513	T	01/27/26	10016020 41514	OPERATING SUPPLIES	104.89
	INVOICE: 11981799								
	115329	12/31/25		493513	T	01/27/26	10017010 41514	OPERATING SUPPLIES	104.89
	INVOICE: 11981799								
	115329	12/31/25		493513	T	01/27/26	10043010 41514	OPERATING SUPPLIES	104.89
	INVOICE: 11981799								
	115504	12/31/25		493513	T	01/27/26	10002215 41514	OPERATING SUPPLIES	1,740.70
	INVOICE: 11981801								
	VENDOR TOTALS		13,669.28	YTD INVOICED			32,494.73	YTD PAID	2,370.04
124327	ACTION TARGET INC.								
	115619	10/31/25	2436	493514	T	01/27/26	10001225 40514	CONTRACT SERVICES	77,500.00
	INVOICE: Application 1								
	VENDOR TOTALS		77,500.00	YTD INVOICED			77,500.00	YTD PAID	77,500.00
114804	PROFESSIONAL POLICE SUPPLY								
	115242	12/19/25		493515	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	2,126.13
	INVOICE: INV444850								
	VENDOR TOTALS		6,605.59	YTD INVOICED			34,437.40	YTD PAID	2,126.13
117802	ADVANCED BATTERY SYSTEMS, INC.								
	115376	12/23/25		493516	T	01/27/26	60031030 42014	REPAIR & MAINTENANCE SUPP	322.95
	INVOICE: 0203079-IN								
	VENDOR TOTALS		7,418.99	YTD INVOICED			21,310.66	YTD PAID	322.95
116315	AFLAC								
	115523	01/12/26		493517	T	01/27/26	990 20900	INSURANCE BENEFITS	6,888.08
	INVOICE: 637944								
	VENDOR TOTALS		41,266.32	YTD INVOICED			108,280.45	YTD PAID	6,888.08
119085	AGUILAR, ROLANDO								
	115423	12/15/25		493518	T	01/27/26	60031030 42014	REPAIR & MAINTENANCE SUPP	1,230.84
	INVOICE: 004327								

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VENDOR TOTALS		9,403.67 YTD INVOICED		22,561.26 YTD PAID		1,230.84			
111720 AMAZING BALLOONS BY GEE, LLC.	115236	12/18/25		493519	T	01/27/26	10061020 41514	OPERATING SUPPLIES	32.05
	INVOICE: 2021-3654								
VENDOR TOTALS		2,758.21 YTD INVOICED		11,723.27 YTD PAID		32.05			
123570 ANIMAL PEST MANAGMENT SERVICES, INC.	115426	12/31/25		493520	T	01/27/26	10061100 41514	OPERATING SUPPLIES	375.00
	INVOICE: 716616								
VENDOR TOTALS		2,625.00 YTD INVOICED		7,500.00 YTD PAID		375.00			
122780 ARAMSCO, INC.	115652	07/08/25		493521	T	01/27/26	10061120 42014	REPAIR & MAINTENANCE SUPP	48.27
	INVOICE: S7153018.002								
	115653	07/02/25		493521	T	01/27/26	10061120 42014	REPAIR & MAINTENANCE SUPP	958.86
	INVOICE: S7153018.001								
	115655	03/25/25		493521	T	01/27/26	10061120 42014	REPAIR & MAINTENANCE SUPP	360.45
	INVOICE: S6978199.001								
	115656	07/08/25		493521	T	01/27/26	10061120 42014	REPAIR & MAINTENANCE SUPP	48.27
	INVOICE: S7153018.002								
VENDOR TOTALS		3,705.76 YTD INVOICED		10,322.78 YTD PAID		1,415.85			
122699 ARC DOCUMENT SOLUTIONS, LLC.	115373	10/30/25		493522	T	01/27/26	10043010 40674	MICROFILMING FEES	141.73
	INVOICE: B79385								
	115374	11/30/25		493522	T	01/27/26	10043010 40674	MICROFILMING FEES	166.29
	INVOICE: B80806								
	115375	12/31/25		493522	T	01/27/26	10043010 40674	MICROFILMING FEES	141.73
	INVOICE: B82153								
VENDOR TOTALS		1,296.47 YTD INVOICED		2,645.52 YTD PAID		449.75			
124213 ARMAN'S JANITORIAL SUPPLIES & REPAIR CENTER INC.	115424	12/17/25		493523	T	01/27/26	10061120 42014	REPAIR & MAINTENANCE SUPP	108.60
	INVOICE: 2512000224								
	115637	01/07/26		493523	T	01/27/26	10061120 42024	BUILDING MAINTENANCE	341.04
	INVOICE: 2601000039								
	115641	12/19/25		493523	T	01/27/26	10061120 42024	BUILDING MAINTENANCE	1,355.34
	INVOICE: 2512000257								
VENDOR TOTALS		2,957.63 YTD INVOICED		6,448.65 YTD PAID		1,804.98			
119713 ARTHUR J. GALLAGHER & CO.	115325	10/08/25	2903	493524	T	01/27/26	25190010 46244	AUTO PHYS DAM/CE/EARTH MO	300.00
	INVOICE: 5811734								

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS			79,701.14	YTD INVOICED			367,652.13	YTD PAID		300.00
111399	ASSI SECURITY									
	115354	12/16/25		493525	T	01/27/26	52035030 40514	CONTRACT SERVICES		925.44
	INVOICE: P04395									
VENDOR TOTALS			9,491.44	YTD INVOICED			29,404.78	YTD PAID		925.44
108908	AXON ENTERPRISE, INC.									
	115608	07/16/25	2953	493526	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME		7,392.45
	INVOICE: INUS362226									
	115609	12/15/25	3074	493526	T	01/27/26	10021010 40514	CONTRACT SERVICES		258,655.86
	INVOICE: INUS404507									
	115610	12/16/24		493526	T	01/27/26	10021010 40514	CONTRACT SERVICES		-1,632.04
	INVOICE: CNUS023680									
	115611	08/20/24		493526	T	01/27/26	10021010 40514	CONTRACT SERVICES		-33,342.00
	INVOICE: CNUS020871									
	115612	07/14/25		493526	T	01/27/26	10021010 40514	CONTRACT SERVICES		-3,264.07
	INVOICE: CNUS028730									
VENDOR TOTALS			234,367.92	YTD INVOICED			486,360.47	YTD PAID		227,810.20
113306	BALBOA, MANUEL									
	115582	01/13/26		493527	T	01/27/26	10017010 40504	COMMISSIONER STIPENDS		150.00
	INVOICE: 1701-113246									
VENDOR TOTALS			200.00	YTD INVOICED			1,275.00	YTD PAID		150.00
120909	BARLIN, ANTHONY									
	115507	12/17/25		493528	T	01/27/26	10001224 45124	EDUCATIONAL REIMBURSEMENT		2,025.00
	INVOICE: EDUC. BCJ 563									
VENDOR TOTALS			6,228.78	YTD INVOICED			17,217.07	YTD PAID		2,025.00
113874	BELL, LAMEKA D.									
	115616	01/12/26		493529	T	01/27/26	10001206 41514	OPERATING SUPPLIES		243.84
	INVOICE: REIMB. 11/26/25									
VENDOR TOTALS			1,187.64	YTD INVOICED			3,495.17	YTD PAID		243.84
106126	SANDAN PLUMBING CO INC									
	115503	12/31/25		493530	T	01/27/26	10001221 42024	BUILDING MAINTENANCE		720.81
	INVOICE: S-115889									
VENDOR TOTALS			26,188.81	YTD INVOICED			49,283.15	YTD PAID		720.81
123802	BRANDED BY BLOOM									
	115280	10/27/25		493531	T	01/27/26	10041050 41614	UNIFORMS & SAFETY EQUIPME		2,744.82
	INVOICE: 10118									

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS			6,569.73	YTD INVOICED			29,794.86	YTD PAID		2,744.82
124295	CANINE DEPLOYMENT STRATEGIES, LLC.									
	115247	12/22/25		493532	T	01/27/26	10002205 45594	K-9 EXPENSES		799.98
	INVOICE: 276									
VENDOR TOTALS			6,300.17	YTD INVOICED			19,100.17	YTD PAID		799.98
122558	CARASOFT TECHNOLOGY CORP.									
	115220	12/24/25		493533	T	01/27/26	81044010 40514	CONTRACT SERVICES		139.99
	INVOICE: IN2166837									
VENDOR TOTALS			169.97	YTD INVOICED			394.82	YTD PAID		139.99
122325	CHAFEH GLOBAL MEDIA LLC.									
	115516	01/08/26		493534	T	01/27/26	10021010 41514	OPERATING SUPPLIES		265.20
	INVOICE: PC-556									
	115547	01/08/26		493495	P	01/27/26	10016020 42054	OFFICE EQUIPMENT MAINTENA		1,348.10
	INVOICE: PC-557									
VENDOR TOTALS			7,585.18	YTD INVOICED			17,651.49	YTD PAID		1,613.30
124656	CHAPPLE JR., BENJAMIN R.									
	115278	12/03/25		493535	T	01/27/26	10061090 40314	PERS RETIREMENT&PICK-UP (		163.26
	INVOICE: 1701-113239									
VENDOR TOTALS			163.26	YTD INVOICED			163.26	YTD PAID		163.26
123668	CITIGUARD, INC.									
	115359	01/02/26	3019	493536	T	01/27/26	78480020 44824	SUPPORTIVE SERVICES		19,314.24
	INVOICE: 77004									
	115683	12/01/25	3019	493536	T	01/27/26	78480020 44824	SUPPORTIVE SERVICES		18,691.20
	INVOICE: 76067									
VENDOR TOTALS			114,950.88	YTD INVOICED			370,366.56	YTD PAID		38,005.44
121875	CITY OF TORRANCE									
	115515	01/05/26	3073	493496	P	01/27/26	24402258 40514	CONTRACT SERVICES		3,309.09
	INVOICE: 2026-00151199									
VENDOR TOTALS			196,146.67	YTD INVOICED			406,631.91	YTD PAID		3,309.09
123567	CIVICA LAW GROUP, APC									
	115494	01/02/26	3043	493537	T	01/27/26	10015010 40744	RECEIVERSHIPS		219.00
	INVOICE: 18558									
	115495	01/02/26	3043	493537	T	01/27/26	10015010 40744	RECEIVERSHIPS		175.00
	INVOICE: 18559									
	115496	01/02/26	3043	493537	T	01/27/26	10015010 40744	RECEIVERSHIPS		728.00
	INVOICE: 18560									

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS			97,520.81	YTD INVOICED			417,511.99	YTD PAID	1,122.00
115849 COLANTUONO,HIGHSMITH & WHATLEY, PC	115635	01/07/26		493538	T	01/27/26	10015020 40514	CONTRACT SERVICES	1,235.00
	INVOICE: 68667								
VENDOR TOTALS			1,332.50	YTD INVOICED			13,793.50	YTD PAID	1,235.00
106811 COLONIAL LIFE & ACCIDENT INS.	115223	01/01/26		493539	T	01/27/26	990 20900	INSURANCE BENEFITS	2,007.00
	INVOICE: 75010180101653								
VENDOR TOTALS			13,362.93	YTD INVOICED			36,795.47	YTD PAID	2,007.00
114897 COMMUNITY VETERINARY HOSPITAL, INC.	115282	12/23/25		493497	P	01/27/26	10002205 45594	K-9 EXPENSES	57.00
	INVOICE: 778674458								
	115283	01/03/26		493497	P	01/27/26	10002205 45594	K-9 EXPENSES	169.25
	INVOICE: 778632916								
VENDOR TOTALS			4,854.50	YTD INVOICED			21,313.15	YTD PAID	226.25
122428 CONSTANT & ASSOCIATES, INC.	115573	01/01/26	3159	493498	P	01/27/26	12810020 40514	CONTRACT SERVICES	15,283.93
	INVOICE: CA2024-1974								
VENDOR TOTALS			19,970.10	YTD INVOICED			19,970.10	YTD PAID	15,283.93
106275 CONTINENTAL COMPUTERS	115628	01/09/26	2987	493540	T	01/27/26	10001222 47404	MACHINERY & EQUIPMENT	608.73
	INVOICE: 209525								
VENDOR TOTALS			76,059.66	YTD INVOICED			293,439.69	YTD PAID	608.73
122446 CONTRERAS, FRANKIE	115499	01/12/26		493541	T	01/27/26	29054010 45604	FINANCIAL INCENTIVES	30.00
	INVOICE: 2900-111762								
VENDOR TOTALS			180.00	YTD INVOICED			1,070.00	YTD PAID	30.00
121267 CREATIVE WIRELESS, INC.	115439	12/29/25		493542	T	01/27/26	33610040 40514	CONTRACT SERVICES	1,518.75
	INVOICE: C1709551								
VENDOR TOTALS			102,661.59	YTD INVOICED			209,837.25	YTD PAID	1,518.75
103355 CRENSHAW WHOLESALE ELECTRIC	115644	01/07/26		493543	T	01/27/26	10061100 42514	SMALL TOOLS & MINOR EQUIP	36.61
	INVOICE: 874583								
	115645	01/05/26		493543	T	01/27/26	10061100 42034	EQUIPMENT MAINTENANCE	278.24

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 874475									
VENDOR TOTALS		13,436.41 YTD INVOICED		26,863.74 YTD PAID		314.85			
123015	DAYNA WILLIAMS-HUNTER 115458	01/09/26		493544	T	01/27/26	10012010 45184	TRAINING	236.00
INVOICE: 20260121									
VENDOR TOTALS		809.13 YTD INVOICED		2,467.70 YTD PAID		236.00			
124660	DE LA TORRE, IVONNE 115241	12/03/25		493545	T	01/27/26	10001206 41514	OPERATING SUPPLIES	260.00
INVOICE: 006									
VENDOR TOTALS		260.00 YTD INVOICED		260.00 YTD PAID		260.00			
104971	DELL MARKETING LP 115302	12/22/25	2964	493546	T	01/27/26	10001222 40514	CONTRACT SERVICES	10,239.68
INVOICE: 10854541565									
	115303	11/30/25	2964	493546	T	01/27/26	60810010 47404	MACHINERY & EQUIPMENT	5,651.47
INVOICE: 10849699874									
	115403	12/26/25	2964	493546	T	01/27/26	60810010 47404	MACHINERY & EQUIPMENT	135,136.56
INVOICE: 10855099306									
VENDOR TOTALS		413,776.33 YTD INVOICED		790,191.12 YTD PAID		151,027.71			
123597	DELTA DENTAL INSURANCE COMPANY 115230	01/01/26		493547	T	01/27/26	990 20900	INSURANCE BENEFITS	968.92
INVOICE: BE006864110									
VENDOR TOTALS		7,411.22 YTD INVOICED		21,003.18 YTD PAID		968.92			
91894	DELTA DENTAL OF CALIFORNIA 115277	01/01/26		493548	T	01/27/26	990 20900	INSURANCE BENEFITS	15,680.26
INVOICE: BE006865131									
VENDOR TOTALS		105,570.09 YTD INVOICED		282,485.42 YTD PAID		15,680.26			
119294	DIVISION OF THE ST. ARCHITECT 115450	12/31/25		493499	P	01/27/26	10000106 51631	SB 1186 \$4 STATE SURCHAR	297.60
INVOICE: QE12/2025									
VENDOR TOTALS		517.60 YTD INVOICED		2,613.40 YTD PAID		297.60			
124230	DOERSCHEL & ASSOCIATES, LLC. 115437	11/13/25		493500	P	01/27/26	10610010 40514	CONTRACT SERVICES	810.00
INVOICE: 197460									
VENDOR TOTALS		810.00 YTD INVOICED		3,870.00 YTD PAID		810.00			
122402	DRC ENGINEERING, INC.								

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	115456	12/06/25		493549	T	01/27/26	18110050 44924	CIVIC CENTER PARK	4,800.00
	INVOICE: 24-011-7								
	115711	12/06/25		493549	T	01/27/26	10041020 40514	CONTRACT SERVICES	2,000.00
	INVOICE: 19-366-29								
VENDOR TOTALS			73,988.91	YTD INVOICED			109,644.97	YTD PAID	6,800.00
6550 EDDINGS BROTHERS INC.									
	115204	07/24/25		493550	T	01/27/26	60031030 42064	PARTS	-69.60
	INVOICE: 950102								
	115629	12/02/25	2957	493550	T	01/27/26	60031030 42064	PARTS	13.80
	INVOICE: 957227								
	115632	12/02/25	2957	493550	T	01/27/26	60031030 42064	PARTS	34.70
	INVOICE: 957187								
	115634	12/03/25	2957	493550	T	01/27/26	60031030 42064	PARTS	22.08
	INVOICE: 957326								
VENDOR TOTALS			7,048.80	YTD INVOICED			41,664.61	YTD PAID	.98
114557 ENVIRONMENTAL SYSTEMS RESEARCH, INSTITUTE, (ESRI,									
	115399	01/05/26	2963	493551	T	01/27/26	10001222 40514	CONTRACT SERVICES	20,165.96
	INVOICE: 900169338								
VENDOR TOTALS			24,565.96	YTD INVOICED			49,011.58	YTD PAID	20,165.96
118491 FARROKH-SIAR, STEPHEN									
	115541	01/08/26		493552	T	01/27/26	60031030 42514	SMALL TOOLS & MINOR EQUIP	627.58
	INVOICE: 010826100565								
VENDOR TOTALS			1,730.10	YTD INVOICED			28,576.91	YTD PAID	627.58
94292 FEDERAL EXPRESS CORPORATION									
	115214	12/18/25		493501	P	01/27/26	10015010 43044	POSTAGE	11.62
	INVOICE: 9-108-09132								
VENDOR TOTALS			686.50	YTD INVOICED			3,021.09	YTD PAID	11.62
124164 FINE LINE AUTO BODY INC									
	115202	12/19/25	2966	493553	T	01/27/26	60031030 42004	COLLISION REPAIR	7,012.63
	INVOICE: 17154								
	115441	12/08/25	2966	493553	T	01/27/26	60031030 42004	COLLISION REPAIR	644.54
	INVOICE: 17149								
	115442	12/15/25	2966	493553	T	01/27/26	60031030 42004	COLLISION REPAIR	150.00
	INVOICE: 17152								
	115444	12/30/25	2966	493553	T	01/27/26	60031030 42004	COLLISION REPAIR	11,668.56
	INVOICE: 17155								
	115445	12/18/25	2966	493553	T	01/27/26	60031030 42004	COLLISION REPAIR	5,469.60
	INVOICE: 17153								
VENDOR TOTALS			144,246.86	YTD INVOICED			336,007.91	YTD PAID	24,945.33

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124165 FLOR JORGE	115498	01/12/26		493554	T	01/27/26	29054010 45604	FINANCIAL INCENTIVES	50.00
	INVOICE: 2900-111764								
VENDOR TOTALS			50.00	YTD INVOICED			550.00	YTD PAID	50.00
120493 CORPAY, INC./CORPAY TECHNOLOGIES OPERATING CO. LLC	115287	01/05/26		493555	T	01/27/26	60031030 45144	GASOLINE & OIL	2,724.79
	INVOICE: NP69785569								
VENDOR TOTALS			19,830.06	YTD INVOICED			67,476.03	YTD PAID	2,724.79
123450 FUN EXPRESS, LLC.	115229	12/03/25		493556	T	01/27/26	10061020 41514	OPERATING SUPPLIES	1,132.06
	INVOICE: 74028706101								
VENDOR TOTALS			2,433.12	YTD INVOICED			5,706.88	YTD PAID	1,132.06
98543 G & S PRINTING	115640	12/09/25		493557	T	01/27/26	10061010 41154	COPIER PRINT SERVICES	424.46
	INVOICE: 8894								
VENDOR TOTALS			4,223.28	YTD INVOICED			7,948.84	YTD PAID	424.46
124124 GARCIA, ALEJANDRA YANEZ	115531	01/06/26		493558	T	01/27/26	10061020 40264	CONTRACT LABOR SALARIES	197.40
	INVOICE: Fall 2025 Zumba								
VENDOR TOTALS			6,206.20	YTD INVOICED			18,970.00	YTD PAID	197.40
123436 GENERAL TECHNOLOGIES AND SOLUTIONS (GTS) LLC.	115457	12/15/25	3114	493559	T	01/27/26	22006272 40514	CONTRACT SERVICES	35,465.00
	INVOICE: 220402-08								
VENDOR TOTALS			73,430.00	YTD INVOICED			80,830.00	YTD PAID	35,465.00
116618 GOLDEN STATE ELEVATOR	115536	01/02/26		493560	T	01/27/26	52035030 40514	CONTRACT SERVICES	125.70
	INVOICE: 00202535								
VENDOR TOTALS			748.21	YTD INVOICED			4,395.24	YTD PAID	125.70
120011 GONZALEZ, STEVEN	115497	01/12/26		493561	T	01/27/26	29054010 45604	FINANCIAL INCENTIVES	50.00
	INVOICE: 2900-111763								
VENDOR TOTALS			200.00	YTD INVOICED			850.00	YTD PAID	50.00
124675 GOVERNMENT CONSULTING PARTNERS, INC.	115409	01/05/26	3155	493562	T	01/27/26	10000106 51639	STATE MANDATED COSTS	5,400.00
	INVOICE: 166								

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VENDOR TOTALS			5,400.00	YTD INVOICED			5,400.00	YTD PAID		5,400.00
97578	GRAINGER INDUSTRIAL SUPPLY									
	115285	12/10/25		493563	T	01/27/26	10001221 41514	OPERATING SUPPLIES		6.84
	INVOICE: 9738428656									
	115286	12/15/25		493563	T	01/27/26	10002215 41514	OPERATING SUPPLIES		297.95
	INVOICE: 9743581648									
	115418	12/09/25		493563	T	01/27/26	10061100 42034	EQUIPMENT MAINTENANCE		221.51
	INVOICE: 9736440646									
	115419	12/10/25		493563	T	01/27/26	10061100 42034	EQUIPMENT MAINTENANCE		110.76
	INVOICE: 9737622713									
VENDOR TOTALS			7,377.91	YTD INVOICED			31,769.55	YTD PAID		637.06
124644	GREENBERG TRAURIG, LLP									
	115520	01/06/26	3156	493564	T	01/27/26	25019020 45064	SETTLEMENTS / JUDGEMENTS		7,039.80
	INVOICE: 1001254334									
VENDOR TOTALS			25,726.05	YTD INVOICED			25,726.05	YTD PAID		7,039.80
107549	HAAKER EQUIPMENT COMPANY									
	115621	12/22/25	3150	493565	T	01/27/26	60031030 42064	PARTS		8,743.95
	INVOICE: INV25364									
VENDOR TOTALS			8,743.95	YTD INVOICED			12,694.59	YTD PAID		8,743.95
123216	HARBOR VIEW TOURS, INC.									
	115233	12/30/25		493566	T	01/27/26	10061070 41514	OPERATING SUPPLIES		1,073.00
	INVOICE: 310									
VENDOR TOTALS			4,200.00	YTD INVOICED			14,825.00	YTD PAID		1,073.00
120536	HARRIS & ASSOCIATES, INC.									
	116431	01/14/26	3050	493567	T	01/27/26	47846010 40514	CONTRACT SERVICES		3,000.00
	INVOICE: 70660									
	116432	01/14/26	3050	493567	T	01/27/26	47746010 40514	CONTRACT SERVICES		3,000.00
	INVOICE: 70673									
	116433	01/14/26	3051	493567	T	01/27/26	46101112 40514	CONTRACT SERVICES		3,000.00
	INVOICE: 70659									
	116438	01/14/26	2902	493567	T	01/27/26	46101112 40514	CONTRACT SERVICES		3,750.00
	INVOICE: 70674									
VENDOR TOTALS			144,818.50	YTD INVOICED			486,055.08	YTD PAID		12,750.00
122146	HARRIS, DONALD H.									
	115583	01/13/26		493568	T	01/27/26	10017010 40504	COMMISSIONER STIPENDS		150.00
	INVOICE: 1701-113247									
VENDOR TOTALS			200.00	YTD INVOICED			1,375.00	YTD PAID		150.00

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124204 HARRIS, KATHLEEN T.	115584	01/13/26		493569	T	01/27/26	10017010 40504	COMMISSIONER STIPENDS	150.00
	INVOICE: 1701-113248								
VENDOR TOTALS			250.00	YTD INVOICED			950.00	YTD PAID	150.00
111035 HAWTHORNE ELECTRIC SUPPLY	115420	12/09/25		493570	T	01/27/26	10061100 42034	EQUIPMENT MAINTENANCE	303.88
	INVOICE: 408680								
VENDOR TOTALS			1,395.92	YTD INVOICED			2,994.66	YTD PAID	303.88
8950 HAWTHORNE HARDWARE	115430	12/22/25		493571	T	01/27/26	10061100 42514	SMALL TOOLS & MINOR EQUIP	1.71
	INVOICE: 452037								
VENDOR TOTALS			219.32	YTD INVOICED			817.49	YTD PAID	1.71
105919 HERALD PUBLICATIONS	115370	12/18/25		493572	T	01/27/26	10042010 43024	LEGAL ADVERTISING	90.00
	INVOICE: 63105								
	115371	12/18/25		493572	T	01/27/26	10042010 43024	LEGAL ADVERTISING	135.00
	INVOICE: 63104								
	115415	12/29/25		493572	T	01/27/26	56091010 40514	CONTRACT SERVICES	1,350.00
	INVOICE: 63111								
	115581	01/08/26		493572	T	01/27/26	72748010 43024	LEGAL ADVERTISING	825.00
	INVOICE: 63137								
VENDOR TOTALS			7,830.00	YTD INVOICED			38,690.00	YTD PAID	2,400.00
122750 JLEE ENGINEERING, INC.	114884	10/19/25	3007	493573	T	01/27/26	10043020 40514	CONTRACT SERVICES	2,437.50
	INVOICE: 20250906								
VENDOR TOTALS			382,743.18	YTD INVOICED			1,128,691.55	YTD PAID	2,437.50
122781 JOHNSON 225 INVESTIGATIONS	115289	01/05/26		493574	T	01/27/26	10021010 40514	CONTRACT SERVICES	1,330.00
	INVOICE: 1122								
	115607	01/06/26	3157	493574	T	01/27/26	10021010 40514	CONTRACT SERVICES	6,000.00
	INVOICE: 1123								
VENDOR TOTALS			61,670.00	YTD INVOICED			96,905.00	YTD PAID	7,330.00
119236 JWA URBAN CONSULTANTS, INC.	115368	12/18/25		493575	T	01/27/26	10042010 40514	CONTRACT SERVICES	2,125.00
	INVOICE: Pro-Housing #4								
VENDOR TOTALS			6,375.00	YTD INVOICED			8,500.00	YTD PAID	2,125.00
123456 KIMLEY-HORN AND ASSOCIATES, INC.									

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	115447	11/30/25	2725	493577	T	01/27/26	28534000 40514	CONTRACT SERVICES	30,879.08
	INVOICE: 34063823								
	115454	11/30/25	2430	493576	T	01/27/26	29550060 40514	CONTRACT SERVICES	4,186.62
	INVOICE: 34260238-105								
	115455	11/30/25	2430	493576	T	01/27/26	29102460 40514	CONTRACT SERVICES	1,066.92
	INVOICE: 34260238-108								
VENDOR TOTALS			418,817.10	YTD INVOICED			978,023.13	YTD PAID	36,132.62
106255 L A C P C A									
	115617	12/18/25		493502	P	01/27/26	10001224 45184	TRAINING	300.00
	INVOICE: REG. E. Lane 4/14/26								
VENDOR TOTALS			300.00	YTD INVOICED			300.00	YTD PAID	300.00
102360 L A COUNTY FIRE DEPARTMENT									
	115211	01/02/26	2918	493503	P	01/27/26	10050121 40774	COUNTY FIRE SERVICES	1,263,671.52
	INVOICE: C0013857								
VENDOR TOTALS			9,867,996.48	YTD INVOICED			24,348,318.05	YTD PAID	1,263,671.52
105446 L A COUNTY SHERIFF'S DEPT									
	115246	12/11/25	2928	493578	T	01/27/26	10002220 45314	PRISONER EXPENSE	2,890.98
	INVOICE: 261283BL								
VENDOR TOTALS			11,379.11	YTD INVOICED			45,114.97	YTD PAID	2,890.98
121776 LA UNIFORMS & TAILORING, INC.									
	115259	12/05/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	127.02
	INVOICE: 30355								
	115261	12/05/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	19.83
	INVOICE: 30360								
	115262	12/05/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	19.83
	INVOICE: 30361								
	115264	12/05/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	113.70
	INVOICE: 30363								
	115265	12/05/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	80.55
	INVOICE: 30364								
	115266	12/08/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	24.00
	INVOICE: 30400								
	115267	12/08/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	10.00
	INVOICE: 30411								
	115268	12/10/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	386.53
	INVOICE: 30435								
	115269	12/10/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	240.83
	INVOICE: 30441								
	115270	12/10/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	145.86
	INVOICE: 30442								
	115272	12/15/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	138.07
	INVOICE: 30499								
	115273	12/22/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	2,210.00

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	INVOICE:	30598							
	115275	12/24/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	695.93
	INVOICE:	30616							
	115279	12/30/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	171.22
	INVOICE:	30658							
	115281	12/30/25	2929	493579	T	01/27/26	10001224 41614	UNIFORMS & SAFETY EQUIPME	426.31
	INVOICE:	30667							
	VENDOR TOTALS		25,989.28	YTD INVOICED			99,783.88	YTD PAID	4,809.68
116247	LAMB, THEODORE								
	115213	12/31/25		493580	T	01/27/26	10015020 40514	CONTRACT SERVICES	2,040.00
	INVOICE:	12/31/2025							
	VENDOR TOTALS		11,520.00	YTD INVOICED			46,080.00	YTD PAID	2,040.00
105204	LANDS' END BUSINESS OUTFITTERS								
	115372	01/05/26		493581	T	01/27/26	10042040 41614	UNIFORMS & SAFETY EQUIPME	27.57
	INVOICE:	SIN13735636							
	VENDOR TOTALS		574.30	YTD INVOICED			1,833.12	YTD PAID	27.57
123756	LAZATIN, MARIA								
	115288	01/05/26		493582	T	01/27/26	29054010 45604	FINANCIAL INCENTIVES	30.00
	INVOICE:	2900-111761							
	VENDOR TOTALS		716.78	YTD INVOICED			2,374.13	YTD PAID	30.00
94489	LIEBERT CASSIDY WHITMORE								
	115238	11/30/25		493583	T	01/27/26	10021010 40514	CONTRACT SERVICES	190.00
	INVOICE:	311620							
	115240	11/30/25		493583	T	01/27/26	10021010 40514	CONTRACT SERVICES	190.00
	INVOICE:	311619							
	VENDOR TOTALS		6,333.50	YTD INVOICED			26,147.30	YTD PAID	380.00
101286	SCP DISTRIBUTORS LLC								
	115646	10/27/25		493584	T	01/27/26	10061090 45754	SWIM POOL CHEMICALS	1,893.44
	INVOICE:	37236953							
	VENDOR TOTALS		27,800.28	YTD INVOICED			99,787.24	YTD PAID	1,893.44
121652	LOBBY TRAFFIC SYSTEMS, INC.								
	115205	11/07/25		493504	P	01/27/26	52035030 40514	CONTRACT SERVICES	945.05
	INVOICE:	915912							
	115250	11/25/25		493504	P	01/27/26	10001221 42024	BUILDING MAINTENANCE	595.00
	INVOICE:	915938							
	115251	12/05/25		493504	P	01/27/26	10001221 42024	BUILDING MAINTENANCE	595.00
	INVOICE:	915940							
	115501	08/26/25		493504	P	01/27/26	10001221 42024	BUILDING MAINTENANCE	883.42
	INVOICE:	915825							

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	115502	07/28/25		493504	P	01/27/26	10001221 42024	BUILDING MAINTENANCE	1,396.40
	INVOICE: 915807								
VENDOR TOTALS			5,154.87	YTD INVOICED			50,672.54	YTD PAID	4,414.87
123417	LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE								
	115207	12/10/25	3011	493585	T	01/27/26	78480020 44824	SUPPORTIVE SERVICES	63,646.31
	INVOICE: #31 (November 2025)								
	116436	10/31/25	3129	493585	T	01/27/26	32610060 40514	CONTRACT SERVICES	16,444.93
	INVOICE: #44 (September 2025)								
	116439	10/24/25	3129	493585	T	01/27/26	32610060 40514	CONTRACT SERVICES	1,563.12
	INVOICE: #43 (Aug'25) Revised								
VENDOR TOTALS			375,331.73	YTD INVOICED			1,484,131.79	YTD PAID	81,654.36
105143	LOS ANGELES COUNTY								
	115500	12/25/25		493505	P	01/27/26	10001230 40514	CONTRACT SERVICES	3,320.84
	INVOICE: November 2025								
VENDOR TOTALS			11,663.54	YTD INVOICED			42,534.17	YTD PAID	3,320.84
123129	L.A. COUNTY METROPOLITAN TRANSPORTATION AUTHORITY								
	115650	12/31/25		493586	T	01/27/26	28034000 44634	BUS SUBSIDY ELDERLY&HANDI	14.40
	INVOICE: 6026488								
VENDOR TOTALS			192.00	YTD INVOICED			849.60	YTD PAID	14.40
123662	LUCERO, DANIEL								
	115601	01/13/26		493587	T	01/27/26	10017010 40504	COMMISSIONER STIPENDS	100.00
	INVOICE: 1701-113251								
VENDOR TOTALS			150.00	YTD INVOICED			750.00	YTD PAID	100.00
120152	MANHATTAN STITCHING COMPANY, INC.								
	115412	12/30/25		493588	T	01/27/26	10013010 41514	OPERATING SUPPLIES	278.40
	INVOICE: 112871								
	115431	12/22/25		493588	T	01/27/26	10061020 41514	OPERATING SUPPLIES	59.26
	INVOICE: 112822								
VENDOR TOTALS			11,174.31	YTD INVOICED			19,050.64	YTD PAID	337.66
123225	MCGEE, EBONY J.								
	115410	12/30/25	2945	493589	T	01/27/26	10013010 40514	CONTRACT SERVICES	13,708.33
	INVOICE: 0000238								
	115549	09/12/25	2945	493589	T	01/27/26	10013010 40514	CONTRACT SERVICES	12,250.00
	INVOICE: 00002301								
VENDOR TOTALS			130,521.58	YTD INVOICED			375,235.08	YTD PAID	25,958.33
122208	MCKESSON MEDICAL-SURGICAL								
	115508	01/07/26		493590	T	01/27/26	10002219 41514	OPERATING SUPPLIES	183.72

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	INVOICE: 24868868	24868868							
	115509	01/07/26		493590	T	01/27/26	10002219 41514	OPERATING SUPPLIES	760.87
	INVOICE: 24868818	24868818							
	VENDOR TOTALS		5,476.29	YTD INVOICED			8,610.03	YTD PAID	944.59
100108	MERRIMAC PETROLEUM, INC.								
	115618	01/07/26	2965	493591	T	01/27/26	60031030 45144	GASOLINE & OIL	11,676.62
	INVOICE: 2244527	2244527							
	VENDOR TOTALS		231,589.12	YTD INVOICED			712,555.56	YTD PAID	11,676.62
122262	MIHM, INC.								
	115518	01/06/26		493592	T	01/27/26	10001221 42024	BUILDING MAINTENANCE	700.00
	INVOICE: T2026-105	T2026-105							
	VENDOR TOTALS		1,275.00	YTD INVOICED			1,850.00	YTD PAID	700.00
123575	MISSION LINEN SUPPLY								
	115222	12/29/25		493593	T	01/27/26	10061070 41514	OPERATING SUPPLIES	69.83
	INVOICE: 525232097	525232097							
	115228	12/22/25		493593	T	01/27/26	10061070 41514	OPERATING SUPPLIES	86.58
	INVOICE: 525190587	525190587							
	115416	01/05/26		493593	T	01/27/26	10061070 41514	OPERATING SUPPLIES	76.23
	INVOICE: 525272019	525272019							
	115643	01/12/26		493593	T	01/27/26	10061070 41514	OPERATING SUPPLIES	92.78
	INVOICE: 525308038	525308038							
	VENDOR TOTALS		2,004.32	YTD INVOICED			6,269.41	YTD PAID	325.42
115113	MITSUBISHI ELECTRIC &								
	115284	01/01/26		493594	T	01/27/26	10001221 42024	BUILDING MAINTENANCE	741.26
	INVOICE: 552083	552083							
	VENDOR TOTALS		2,436.97	YTD INVOICED			10,691.18	YTD PAID	741.26
113432	MOTOROLA SOLUTIONS INC.								
	115401	12/19/25	2993	493595	T	01/27/26	10001222 40514	CONTRACT SERVICES	5,000.00
	INVOICE: 11411224824	11411224824							
	115405	10/30/24	2993	493595	T	01/27/26	10001222 40514	CONTRACT SERVICES	5,200.00
	INVOICE: 1187147167	1187147167							
	VENDOR TOTALS		16,228.20	YTD INVOICED			74,547.42	YTD PAID	10,200.00
107937	MUTUAL PROPANE								
	115620	01/01/26		493596	T	01/27/26	60031030 45144	GASOLINE & OIL	30.00
	INVOICE: 25774	25774							
	VENDOR TOTALS		1,726.53	YTD INVOICED			4,468.89	YTD PAID	30.00
123509	N.J.P. SPORTS INC.								

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	115642	11/06/25		493597	T	01/27/26	10061100 41514	OPERATING SUPPLIES	1,150.00
	INVOICE: 153493								
VENDOR TOTALS			2,715.00	YTD INVOICED			5,043.30	YTD PAID	1,150.00
98395 NAN MCKAY & ASSOCIATES, INC.	115529	12/15/25		493598	T	01/27/26	81044010 40514	CONTRACT SERVICES	239.00
	INVOICE: INV306464								
VENDOR TOTALS			239.00	YTD INVOICED			1,375.00	YTD PAID	239.00
124251 PUSKAS, CURT & VANESSA	115249	12/25/25		493599	T	01/27/26	10001221 41514	OPERATING SUPPLIES	195.00
	INVOICE: NFS20252939QB								
VENDOR TOTALS			1,005.00	YTD INVOICED			2,010.00	YTD PAID	195.00
123480 NELLMAN, STEPHEN	115596	01/13/26		493600	T	01/27/26	10017010 40504	COMMISSIONER STIPENDS	50.00
	INVOICE: 1701-113252								
VENDOR TOTALS			200.00	YTD INVOICED			925.00	YTD PAID	50.00
120965 NEW LOOK AUTO DETAIL	115378	09/01/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	455.00
	INVOICE: 4195								
	115396	09/04/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	470.00
	INVOICE: 4196								
	115397	09/29/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	505.00
	INVOICE: 4210								
	115398	09/08/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	530.00
	INVOICE: 4197								
	115400	09/15/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	490.00
	INVOICE: 4200								
	115402	09/09/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	415.00
	INVOICE: 4198								
	115404	09/11/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	560.00
	INVOICE: 4199								
	115533	10/16/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	435.00
	INVOICE: 4226								
	115535	10/27/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	550.00
	INVOICE: 4230								
	115537	10/30/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	520.00
	INVOICE: 4231								
	115538	10/20/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	525.00
	INVOICE: 4227								
	115539	10/21/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	410.00
	INVOICE: 4228								
	115540	10/23/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	490.00
	INVOICE: 4229								
	115622	10/09/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	540.00

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 4224								
	115623	10/07/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	485.00
	INVOICE: 4223								
	115624	10/13/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	520.00
	INVOICE: 4225								
	115625	10/02/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	495.00
	INVOICE: 4221								
	115626	10/06/25		493601	T	01/27/26	60031030 40514	CONTRACT SERVICES	595.00
	INVOICE: 4222								
VENDOR TOTALS			33,705.00	YTD INVOICED			95,740.00	YTD PAID	8,990.00
123833	NVB EQUIPMENT, INC.								
	115361	01/05/26		493602	T	01/27/26	60031030 42064	PARTS	3,404.20
	INVOICE: SQ20910								
	115438	11/18/25		493602	T	01/27/26	60031030 42064	PARTS	1,198.41
	INVOICE: SQ20797								
	115440	11/18/25		493602	T	01/27/26	60031030 42064	PARTS	4,590.00
	INVOICE: SQ20665								
VENDOR TOTALS			12,013.73	YTD INVOICED			12,013.73	YTD PAID	9,192.61
123279	ODP BUSINESS SOLUTIONS, LLC								
	115212	12/19/25		493603	T	01/27/26	10015010 41514	OPERATING SUPPLIES	20.85
	INVOICE: 452626264001								
	115243	12/18/25		493603	T	01/27/26	10002215 41514	OPERATING SUPPLIES	95.23
	INVOICE: 452640386001								
	115244	12/19/25		493603	T	01/27/26	10002215 41514	OPERATING SUPPLIES	213.66
	INVOICE: 452624055001								
	115245	12/20/25		493603	T	01/27/26	10002215 41514	OPERATING SUPPLIES	62.47
	INVOICE: 452640382002								
	115511	01/06/26		493603	T	01/27/26	10015010 41514	OPERATING SUPPLIES	173.60
	INVOICE: 452678460001								
	115513	01/06/26		493603	T	01/27/26	10015010 41514	OPERATING SUPPLIES	127.74
	INVOICE: 452633118001								
	115517	01/07/26		493603	T	01/27/26	10002215 41514	OPERATING SUPPLIES	235.55
	INVOICE: 454593037001								
	115574	01/06/26		493603	T	01/27/26	10015010 41514	OPERATING SUPPLIES	50.81
	INVOICE: 452728257001								
	115575	01/07/26		493603	T	01/27/26	10015010 41514	OPERATING SUPPLIES	45.85
	INVOICE: 452629380001								
	115576	01/07/26		493603	T	01/27/26	10015010 41514	OPERATING SUPPLIES	13.25
	INVOICE: 452678460002								
	116446	01/08/26		493603	T	01/27/26	81044010 40514	CONTRACT SERVICES	76.95
	INVOICE: 454669761001								
VENDOR TOTALS			21,900.46	YTD INVOICED			61,822.80	YTD PAID	1,115.96
123098	ORKIN SERVICES OF CALIFORNIA, INC								
	115234	12/18/25		493604	T	01/27/26	10061120 40514	CONTRACT SERVICES	276.00
	INVOICE: 288979150								

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	115248	12/23/25		493605	T	01/27/26	10001221 41514	OPERATING SUPPLIES	139.99
	INVOICE: 288979145								
	VENDOR TOTALS		6,040.94	YTD INVOICED			18,745.54	YTD PAID	415.99
121362	ORLEMANN, KYLE								
	115593	01/13/26		493606	T	01/27/26	10017010 40504	COMMISSIONER STIPENDS	100.00
	INVOICE: 1701-113253								
	VENDOR TOTALS		200.00	YTD INVOICED			850.00	YTD PAID	100.00
121141	PAPE MATERIAL HANDLING, INC.								
	115216	12/22/25		493506	P	01/27/26	60031030 42064	PARTS	70.84
	INVOICE: 9425806								
	VENDOR TOTALS		774.56	YTD INVOICED			774.56	YTD PAID	70.84
123300	PARTY PRONTO, INC.								
	115428	12/19/25		493607	T	01/27/26	10061020 41514	OPERATING SUPPLIES	759.00
	INVOICE: 045828								
	VENDOR TOTALS		7,205.00	YTD INVOICED			15,954.00	YTD PAID	759.00
124657	PET ASSURE CORP								
	115506	01/05/26		493608	T	01/27/26	990 20900	INSURANCE BENEFITS	18.50
	INVOICE: 236334								
	VENDOR TOTALS		37.00	YTD INVOICED			37.00	YTD PAID	18.50
107523	PITNEY BOWES								
	115232	12/13/25		493609	T	01/27/26	10016020 47404	MACHINERY & EQUIPMENT	951.48
	INVOICE: 3107561142								
	VENDOR TOTALS		1,902.96	YTD INVOICED			7,603.74	YTD PAID	951.48
124350	POST, JOY								
	115452	01/08/26		493610	T	01/27/26	10012010 45584	HEALTH AND WELLNESS	79.01
	INVOICE: 20260002								
	VENDOR TOTALS		500.00	YTD INVOICED			1,483.98	YTD PAID	79.01
16650	PRUDENTIAL OVERALL SUPPLY								
	115542	01/08/26		493611	T	01/27/26	60031030 40514	CONTRACT SERVICES	82.65
	INVOICE: 43087554								
	VENDOR TOTALS		3,258.88	YTD INVOICED			9,772.49	YTD PAID	82.65
118908	PSYCHOLOGICAL CONSULTING ASSOC, INC.								
	115255	11/18/25	994	493612	T	01/27/26	10021010 40514	CONTRACT SERVICES	450.00
	INVOICE: 901079								
	115256	12/16/25	994	493612	T	01/27/26	10021010 40514	CONTRACT SERVICES	433.50

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INVOICE: 90036_therapy									
VENDOR TOTALS		2,261.50 YTD INVOICED		12,480.50 YTD PAID		883.50			
118988	QUADIANT FINANCE USA, INC. 115443	12/28/25	2912	493613	T	01/27/26	10011500 43044	POSTAGE	7,500.00
INVOICE: 122825									
VENDOR TOTALS		19,948.08 YTD INVOICED		62,291.76 YTD PAID		7,500.00			
124673	QUANTUM CORPORATION 115633	01/08/26	3153	493614	T	01/27/26	10001222 40514	CONTRACT SERVICES	13,248.75
INVOICE: INV10025035									
VENDOR TOTALS		13,248.75 YTD INVOICED		13,248.75 YTD PAID		13,248.75			
123097	QUICKSTART LEARNING, INC. 115408	12/04/25	3117	493615	T	01/27/26	10001222 45184	TRAINING	11,994.00
INVOICE: ORD-38187									
VENDOR TOTALS		11,994.00 YTD INVOICED		23,188.00 YTD PAID		11,994.00			
120618	RCA FLOORING, INC. 115201	06/09/25		493616	T	01/27/26	52035030 40514	CONTRACT SERVICES	1,975.00
INVOICE: 57069									
VENDOR TOTALS		2,154.21 YTD INVOICED		7,909.21 YTD PAID		1,975.00			
115978	RED WING 115647	08/15/25		493617	T	01/27/26	10061120 41614	UNIFORMS & SAFETY EQUIPME	193.93
INVOICE: 233TR2-1357473									
115649	115649	08/15/25		493617	T	01/27/26	10061120 41614	UNIFORMS & SAFETY EQUIPME	200.00
INVOICE: 233TR2-1357313									
VENDOR TOTALS		2,104.23 YTD INVOICED		5,113.30 YTD PAID		393.93			
112503	REFLEX TRAFFIC SYSTEMS, INC. 115561	12/31/25	2947	493618	T	01/27/26	10000104 51431	VEHICLE CODE FINES	22,407.60
INVOICE: INV0114189									
VENDOR TOTALS		156,996.59 YTD INVOICED		447,668.67 YTD PAID		22,407.60			
121903	RELIANCE STANDARD LIFE INS. CO 115304	01/01/26		493619	T	01/27/26	990 20900	INSURANCE BENEFITS	9,260.01
INVOICE: 1/1/2026_MISC_LTD									
115305	115305	01/01/26		493619	T	01/27/26	990 20900	INSURANCE BENEFITS	2,715.88
INVOICE: 1/1/26_Safety_LT/ST									
VENDOR TOTALS		81,551.37 YTD INVOICED		214,980.71 YTD PAID		11,975.89			
115776 REPUBLIC SERVICES									

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	115362	12/25/25		493620	T	01/27/26	46847150 45444	UTILITIES	305.52
	INVOICE: 0902-013803342								
	115577	12/31/25		493620	T	01/27/26	46515730 45444	UTILITIES	558.50
	INVOICE: 0902-013859478								
	115578	12/31/25		493620	T	01/27/26	46715732 45444	UTILITIES	425.57
	INVOICE: 0902-013860764								
	115579	12/31/25		493620	T	01/27/26	46447150 45444	UTILITIES	272.11
	INVOICE: 0902-013870540								
	115580	12/31/25		493620	T	01/27/26	46615731 45444	UTILITIES	714.18
	INVOICE: 0902-013859479								
VENDOR TOTALS			113,541.85	YTD INVOICED			143,378.44	YTD PAID	2,275.88
98822 RICHARDS, WATSON & GERSHON									
	114691	11/21/25		493621	T	01/27/26	52035030 40574	LEGAL SERVICE	2,390.20
	INVOICE: 255874								
	115449	12/09/25	3152	493621	T	01/27/26	52035030 40574	LEGAL SERVICE	26,077.85
	INVOICE: 256254								
	116434	01/14/26	3044	493621	T	01/27/26	10015010 40514	CONTRACT SERVICES	2,282.14
	INVOICE: 256725								
	116435	01/14/25	3044	493621	T	01/27/26	10015010 40514	CONTRACT SERVICES	486.20
	INVOICE: 256726								
	116437	01/14/25	3044	493621	T	01/27/26	10015010 40514	CONTRACT SERVICES	133.00
	INVOICE: 256727								
	116440	01/14/25	3044	493621	T	01/27/26	10015010 40514	CONTRACT SERVICES	3,111.00
	INVOICE: 256728								
	116442	01/14/25	3044	493621	T	01/27/26	10015010 40514	CONTRACT SERVICES	2,988.75
	INVOICE: 256729								
	116443	01/14/25	3044	493621	T	01/27/26	10015010 40514	CONTRACT SERVICES	4,307.06
	INVOICE: 256730								
	116445	01/14/26	3044	493621	T	01/27/26	10015010 40514	CONTRACT SERVICES	2,730.20
	INVOICE: 256733								
VENDOR TOTALS			178,199.91	YTD INVOICED			631,063.37	YTD PAID	44,506.40
112919 RICOH USA, INC.									
	115407	01/06/26	2981	493622	T	01/27/26	10001222 40614	CITY PRINT SERVICES	3,467.39
	INVOICE: 9033484633								
	115407	01/06/26		493622	T	01/27/26	81044010 41154	COPIER PRINT SERVICES	110.43
	INVOICE: 9033484633								
VENDOR TOTALS			114,816.78	YTD INVOICED			427,981.46	YTD PAID	3,577.82
124323 ROBERT HALF, INC.									
	115301	12/22/25		493623	T	01/27/26	10001222 40514	CONTRACT SERVICES	2,619.87
	INVOICE: 65732825								
VENDOR TOTALS			78,541.87	YTD INVOICED			175,029.87	YTD PAID	2,619.87
123949 RODRIQUEZ, CARMEN LUZ									
	115585	01/13/26		493624	T	01/27/26	10017010 40504	COMMISSIONER STIPENDS	100.00

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INVOICE: 1701-113249										
VENDOR TOTALS			150.00	YTD INVOICED		1,175.00		YTD PAID		100.00
118704	RSG, INC. 115657	12/31/25	3089	493625	T	01/27/26	10016010 40514	CONTRACT SERVICES	4,092.50	
INVOICE: 14712										
VENDOR TOTALS			15,281.25	YTD INVOICED		15,281.25		YTD PAID		4,092.50
116672	SAM'S ALIGNMENT TIRE CENTER, INC. 115446	12/29/25	3001	493626	T	01/27/26	60031030 42554	TIRES	143.65	
INVOICE: 34840										
	115448	12/29/25	3001	493626	T	01/27/26	60031030 42554	TIRES	85.00	
INVOICE: 34837										
	115451	12/23/25	3001	493626	T	01/27/26	60031030 42554	TIRES	85.00	
INVOICE: 34816										
VENDOR TOTALS			5,820.23	YTD INVOICED		24,757.88		YTD PAID		313.65
108274	SANTA MONICA-UCLA 115235	12/19/25		493627	T	01/27/26	10002215 45024	FORENSIC TESTING	1,029.00	
INVOICE: 27638335										
	115237	12/19/25		493627	T	01/27/26	10002215 45024	FORENSIC TESTING	1,029.00	
INVOICE: 27857398										
VENDOR TOTALS			4,116.00	YTD INVOICED		31,526.00		YTD PAID		2,058.00
118382	FITCH, ROBERT A. 115638	01/12/26		493628	T	01/27/26	10061020 40264	CONTRACT LABOR SALARIES	1,416.80	
INVOICE: Fall 2025										
VENDOR TOTALS			10,477.60	YTD INVOICED		33,784.80		YTD PAID		1,416.80
123856	SECTRAN SECURITY INC. 115231	12/15/25		493629	T	01/27/26	10016020 40514	CONTRACT SERVICES	336.74	
INVOICE: 25120622										
VENDOR TOTALS			2,019.09	YTD INVOICED		6,151.36		YTD PAID		336.74
124568	GCP WW HOLDCO LLC. 115434	11/03/25		493630	T	01/27/26	10061100 41614	UNIFORMS & SAFETY EQUIPME	200.00	
INVOICE: INV5000000760										
VENDOR TOTALS			1,854.88	YTD INVOICED		1,854.88		YTD PAID		200.00
116914	SIRCHIE ACQUISITION CO., LLC. 115253	12/31/25		493631	T	01/27/26	10002215 41514	OPERATING SUPPLIES	36.41	
INVOICE: 0725509-IN										

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS			1,276.94	YTD INVOICED			3,500.12	YTD PAID		36.41
17651	SMARDAN SUPPLY CO.									
	115422	12/15/25		493632	T	01/27/26	10061090 41514	OPERATING SUPPLIES		1,232.54
	INVOICE: S4313732.001									
VENDOR TOTALS			1,443.11	YTD INVOICED			7,414.15	YTD PAID		1,232.54
123933	SOKOL, GEOFFREY RYAN									
	115587	01/13/26		493633	T	01/27/26	10017010 40504	COMMISSIONER STIPENDS		50.00
	INVOICE: 1701-113250									
VENDOR TOTALS			150.00	YTD INVOICED			1,803.60	YTD PAID		50.00
120162	SONSRAY MACHINERY LLC.									
	115435	11/21/25		493634	T	01/27/26	60031030 42014	REPAIR & MAINTENANCE SUPP		2,422.96
	INVOICE: PSO206565-1									
VENDOR TOTALS			3,307.46	YTD INVOICED			5,902.11	YTD PAID		2,422.96
95972	SOUTH COAST A.Q.M.D.									
	115534	01/12/26		493507	P	01/27/26	10017010 45524	AQMD MITIGATION PROG		1,203.11
	INVOICE: 1701-113245									
VENDOR TOTALS			2,860.64	YTD INVOICED			7,125.56	YTD PAID		1,203.11
123166	CHARTER COMMUNICATIONS HOLDINGS, LLC									
	115258	01/01/26		493636	T	01/27/26	10001221 40514	CONTRACT SERVICES		1,196.56
	INVOICE: 235268301010126									
	115631	01/07/26	2977	493635	T	01/27/26	10001222 43054	TELEPHONE		3,080.00
	INVOICE: 188392501010726									
VENDOR TOTALS			33,480.55	YTD INVOICED			114,284.15	YTD PAID		4,276.56
120915	STEINHAUER, CAROL V.									
	115604	01/13/26		493637	T	01/27/26	10017010 40504	COMMISSIONER STIPENDS		100.00
	INVOICE: 1701-113254									
VENDOR TOTALS			250.00	YTD INVOICED			975.00	YTD PAID		100.00
122477	STELLA GRAFX DESIGN & PRINTING									
	115225	12/05/25		493638	T	01/27/26	10061020 41514	OPERATING SUPPLIES		137.81
	INVOICE: 7938									
VENDOR TOTALS			1,142.03	YTD INVOICED			4,528.13	YTD PAID		137.81
122782	SUPERHUMAN PLATFORM INC.									
	115406	12/01/25		493639	T	01/27/26	10001222 40514	CONTRACT SERVICES		4,140.00
	INVOICE: 39712									

PAID INVOICES REPORT

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TO FISCAL 2026/07 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS			4,140.00	YTD INVOICED			7,740.00	YTD PAID	4,140.00
123130 TELEHEALTH VAN LLC	115413	12/30/25	2910	493640	T	01/27/26	10110040 48724	MENTAL HEALTH & WELLNESS	8,448.00
	INVOICE: 1109								
VENDOR TOTALS			92,928.00	YTD INVOICED			460,800.00	YTD PAID	8,448.00
124007 THE FELDHAKA LAW FIRM, APC	115358	01/05/26	3042	493641	T	01/27/26	25019020 40514	CONTRACT SERVICES	5,012.50
	INVOICE: 57220								
VENDOR TOTALS			27,522.54	YTD INVOICED			129,932.90	YTD PAID	5,012.50
123284 THE HILLER COMPANIES, LLC.	115306	12/06/25		493642	T	01/27/26	52035030 40514	CONTRACT SERVICES	740.00
	INVOICE: 709202								
	115340	01/06/26		493642	T	01/27/26	52035030 40514	CONTRACT SERVICES	165.00
	INVOICE: 740498								
VENDOR TOTALS			4,985.00	YTD INVOICED			15,783.59	YTD PAID	905.00
112363 THE STANDARD INSURANCE COMPANY, ATTN: EMPLOYEE BE	115300	12/15/25		493643	T	01/27/26	990 20900	INSURANCE BENEFITS	2,564.38
	INVOICE: 1/1/2026_DIV1								
VENDOR TOTALS			18,136.27	YTD INVOICED			48,915.67	YTD PAID	2,564.38
115132 THE STANDARD INSURANCE CO.	115551	12/15/25		493644	T	01/27/26	990 20900	INSURANCE BENEFITS	2,529.25
	INVOICE: 1/1/2026_DIV2								
VENDOR TOTALS			14,283.00	YTD INVOICED			42,304.00	YTD PAID	2,529.25
123477 THE TEC NETWORK	115627	01/13/26	2978	493645	T	01/27/26	10001222 47404	MACHINERY & EQUIPMENT	13,942.24
	INVOICE: 2957								
VENDOR TOTALS			21,597.37	YTD INVOICED			86,817.65	YTD PAID	13,942.24
123612 TORRANCE MEMORIAL MEDICAL CENTER	115299	11/20/25		493508	P	01/27/26	25019010 45684	WORKERS COMPENSATION ADMI	848.28
	INVOICE: 700803222								
VENDOR TOTALS			848.28	YTD INVOICED			848.28	YTD PAID	848.28
113121 TOTAL ADMINISTRATION SVCS CORP	115215	12/23/25		493509	P	01/27/26	10017010 40514	CONTRACT SERVICES	311.66
	INVOICE: IN3637187								

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TO FISCAL 2026/07 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS			64,399.66	YTD INVOICED			159,381.36	YTD PAID		311.66
121873	TRANS UNION LLC.									
	115615	12/25/25		493510	P	01/27/26	10021010 40514	CONTRACT SERVICES		112.39
	INVOICE: 12508812									
VENDOR TOTALS			993.64	YTD INVOICED			2,024.95	YTD PAID		112.39
123815	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC									
	115257	01/01/26		493511	P	01/27/26	10002215 40514	CONTRACT SERVICES		332.00
	INVOICE: 777625-202512-1									
VENDOR TOTALS			1,851.00	YTD INVOICED			5,551.00	YTD PAID		332.00
123415	TRIPEPI, SMITH AND ASSOCIATES, INC.									
	115411	12/31/25	2914	493646	T	01/27/26	10011500 40514	CONTRACT SERVICES		280.00
	INVOICE: 16302									
VENDOR TOTALS			18,176.25	YTD INVOICED			84,679.39	YTD PAID		280.00
122814	TRIPLE SEVEN GROUP INC									
	115357	12/12/25		493647	T	01/27/26	10061020 41514	OPERATING SUPPLIES		1,217.25
	INVOICE: 1259									
VENDOR TOTALS			2,644.13	YTD INVOICED			3,210.13	YTD PAID		1,217.25
105489	TYLER TECHNOLOGIES									
	115590	04/30/25		493648	T	01/27/26	10043010 48994	SOFTWARE LICENSES & MAINT		15.00
	INVOICE: 045-518069									
	115630	10/31/25		493648	T	01/27/26	10043010 48994	SOFTWARE LICENSES & MAINT		15.00
	INVOICE: 045-542455									
	115636	11/12/25		493648	T	01/27/26	10043010 48994	SOFTWARE LICENSES & MAINT		5.00
	INVOICE: 045-543980									
VENDOR TOTALS			7,657.97	YTD INVOICED			512,471.10	YTD PAID		35.00
112885	ULINE SHIPPING SUPPLY									
	115510	12/26/25		493649	T	01/27/26	10001221 41514	OPERATING SUPPLIES		585.98
	INVOICE: 202201685									
VENDOR TOTALS			17,667.91	YTD INVOICED			32,287.43	YTD PAID		585.98
124337	VIKTOR STONE SERVICES									
	115505	01/06/26		493650	T	01/27/26	10001221 42024	BUILDING MAINTENANCE		890.00
	INVOICE: INV0127									
VENDOR TOTALS			2,690.00	YTD INVOICED			2,690.00	YTD PAID		890.00
95851	VISION SERVICE PLAN - (CA)									
	115224	12/19/25		493651	T	01/27/26	990 20900	INSURANCE BENEFITS		1,924.48

**PAID INVOICES REPORT**

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TO FISCAL 2026/07 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 824281199								
	115226	12/19/25		493651	T	01/27/26	990 20900	INSURANCE BENEFITS	138.88
	INVOICE: 824285406								
	115227	12/19/25		493651	T	01/27/26	990 20900	INSURANCE BENEFITS	2,447.22
	INVOICE: 824281202								
VENDOR TOTALS			31,049.93	YTD INVOICED			85,459.28	YTD PAID	4,510.58
121110 VITAL MEDICAL SERVICES, LLC									
	115512	12/31/25	3072	493652	T	01/27/26	10002220 40724	MEDICAL & AMBULANCE	736.00
	INVOICE: 4793								
	115514	12/31/25		493652	T	01/27/26	24402257 40514	CONTRACT SERVICES	1,392.00
	INVOICE: 4792								
VENDOR TOTALS			34,538.00	YTD INVOICED			129,204.00	YTD PAID	2,128.00
REPORT TOTALS									2,374,618.85

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	17	1,295,872.10
TOTAL EFT TRANSFERS	141	1,078,746.75

\*\* END OF REPORT - Generated by Shuntell Dixon \*\*

**PAID INVOICES REPORT**

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TO FISCAL 2026/07 07/01/2025 TO 06/30/2026

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
123042	COMMUNITY MUSIC PROGRAM								
	116474	01/25/26		493653	P	01/21/26	990 23052	HAWTHORNE EATS	250.00
	INVOICE: 20250126								
	VENDOR TOTALS		875.00	YTD INVOICED			875.00	YTD PAID	250.00
124688	HO, BAO								
	116471	01/15/26		493654	P	01/21/26	990 23052	HAWTHORNE EATS	250.00
	INVOICE: 1152026								
	VENDOR TOTALS		250.00	YTD INVOICED			250.00	YTD PAID	250.00
123300	PARTY PRONTO, INC.								
	116475	01/15/26		493655	P	01/21/26	990 23052	HAWTHORNE EATS	553.00
	INVOICE: 045920								
	VENDOR TOTALS		7,758.00	YTD INVOICED			7,758.00	YTD PAID	553.00
REPORT TOTALS									1,053.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	1,053.00

\*\* END OF REPORT - Generated by Shunte11 Dixon \*\*

# CITY OF HAWTHORNE

FOR THE MEETING OF JANUARY 27, 2026

ORIGINATING DEPARTMENT: FINANCE

The City Treasurer submits the following Housing Authority Warrants for your approval:

<u>Date</u>	<u>Warrant #s</u>		<u>Warrant type</u>	<u>Total \$</u>
	<u>Start</u>	<u>Ending</u>		
2/1/26	81088	81409	HOUSING	944,631.53
2/1/26	81410	81426	HOUSING	36,639.89
<b>* Emergency Issue - for ratification only</b>				<u>981,271.42</u>

State of California, County of Los Angeles SS:

The foregoing claims/demands/warrants have been filed with me; each one bearing an endorsement of the officer or employee of the department, requiring same, that the price is correct.

\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
City Clerk

PAID INVOICES REPORT

CHECK: H020126

TO FISCAL 2026/08 07/01/2025 TO 06/30/2026

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
123883	11430 CEDAR AVE APARTMENTS LLC								
	116352	02/01/26		81088	T	02/01/26	81544100 45904	HOUSING VOUCHER	942.00
	INVOICE: 10780								
	VENDOR TOTALS		7,536.00	YTD INVOICED			7,536.00	YTD PAID	942.00
123039	11725 YORK, LLC								
	115730	02/01/26		81089	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,116.00
	INVOICE: 8596								
	VENDOR TOTALS		16,023.00	YTD INVOICED			16,023.00	YTD PAID	2,116.00
123247	11841 GALE CROSS LLC								
	116204	02/01/26		81090	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,021.00
	INVOICE: 9136								
	VENDOR TOTALS		7,740.00	YTD INVOICED			7,740.00	YTD PAID	1,021.00
122747	12304 GREVILLEA LLC.								
	116329	02/01/26		81091	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,116.00
	INVOICE: 10622								
	116330	02/01/26		81091	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,259.00
	INVOICE: 10633								
	VENDOR TOTALS		21,924.00	YTD INVOICED			21,924.00	YTD PAID	3,375.00
121806	12915 ROSELLE AVENUE, LLC.								
	116205	02/01/26		81092	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE: 10438								
	116206	02/01/26		81092	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE: 10561								
	116207	02/01/26		81092	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,719.00
	INVOICE: 10743								
	VENDOR TOTALS		40,205.00	YTD INVOICED			40,205.00	YTD PAID	5,027.00
123702	13526 KORNBLUM LLC								
	116307	02/01/26		81093	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,459.00
	INVOICE: 10016								
	116309	02/01/26		81093	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,293.00
	INVOICE: 10083								
	116316	02/01/26		81093	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,253.00
	INVOICE: 10266								
	116324	02/01/26		81093	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,103.00
	INVOICE: 10532								
	116380	02/01/26		81093	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,111.00
	INVOICE: 8319								
	116389	02/01/26		81093	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,302.00
	INVOICE: 9155								

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TO FISCAL 2026/08 07/01/2025 TO 06/30/2026

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		59,286.00 YTD INVOICED		59,286.00 YTD PAID				7,521.00	
123706	13533 LEMOLI LLC								
	116315	02/01/26		81094	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,087.00
	INVOICE: 10227								
	116332	02/01/26		81094	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,590.00
	INVOICE: 10679								
VENDOR TOTALS		21,416.00 YTD INVOICED		21,416.00 YTD PAID				2,677.00	
123705	13600 CHADRON LLC								
	116311	02/01/26		81095	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,359.00
	INVOICE: 10125								
	116320	02/01/26		81095	T	02/01/26	81544100 45904	HOUSING VOUCHER	640.00
	INVOICE: 10319								
	116326	02/01/26		81095	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,472.00
	INVOICE: 10582								
	116331	02/01/26		81095	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,675.00
	INVOICE: 10644								
	116369	02/01/26		81095	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,273.00
	INVOICE: 10874								
	116385	02/01/26		81095	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,438.00
	INVOICE: 8794								
	116393	02/01/26		81095	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,204.00
	INVOICE: 9561								
VENDOR TOTALS		72,522.00 YTD INVOICED		72,522.00 YTD PAID				9,061.00	
123462	13601 KORNBLUM AVENUE LLC								
	116208	02/01/26		81096	T	02/01/26	81544100 45904	HOUSING VOUCHER	502.00
	INVOICE: 10130								
	116209	02/01/26		81096	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,338.00
	INVOICE: 10250								
	116210	02/01/26		81096	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,466.00
	INVOICE: 10604								
	116211	02/01/26		81096	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,308.00
	INVOICE: 8270								
	116212	02/01/26		81096	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,407.00
	INVOICE: 9723								
	116213	02/01/26		81096	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,600.00
	INVOICE: 9842								
VENDOR TOTALS		61,011.00 YTD INVOICED		61,011.00 YTD PAID				7,621.00	
105745	13615 CERISE AVENUE L.P.								
	115731	02/01/26		81097	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,359.00
	INVOICE: 10405								
	115732	02/01/26		81097	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,636.00
	INVOICE: 10588								
	115733	02/01/26		81097	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,915.00

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TO FISCAL 2026/08 07/01/2025 TO 06/30/2026

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	10595								
115734		02/01/26		81097	T	02/01/26	84440010 45904	HOUSING VOUCHER	1,462.00
INVOICE:	10678								
115735		02/01/26		81097	T	02/01/26	81544100 45904	HOUSING VOUCHER	995.00
INVOICE:	8010								
VENDOR TOTALS			64,043.00	YTD INVOICED			64,043.00	YTD PAID	7,367.00
120429 13802 CERISE AVE LLC.									
115736		02/01/26		81098	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,581.00
INVOICE:	10108								
115737		02/01/26		81098	T	02/01/26	81544100 45904	HOUSING VOUCHER	915.00
INVOICE:	10219								
115738		02/01/26		81098	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,262.00
INVOICE:	9855								
VENDOR TOTALS			31,386.00	YTD INVOICED			31,386.00	YTD PAID	3,758.00
123716 13921 YUKON AVE									
116339		02/01/26		81099	T	02/01/26	84440010 45904	HOUSING VOUCHER	1,398.00
INVOICE:	10713								
116346		02/01/26		81099	T	02/01/26	84440010 45904	HOUSING VOUCHER	1,729.00
INVOICE:	10759								
VENDOR TOTALS			27,643.00	YTD INVOICED			27,643.00	YTD PAID	3,127.00
101895 139TH STREET ASSOCIATES									
115739		02/01/26		81100	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,851.00
INVOICE:	7024								
VENDOR TOTALS			13,639.00	YTD INVOICED			13,639.00	YTD PAID	1,851.00
117074 2300 W. EL SEGUNDO LP									
116214		02/01/26		81101	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,076.00
INVOICE:	10572								
116215		02/01/26		81101	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,133.00
INVOICE:	10585								
116216		02/01/26		81101	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,485.00
INVOICE:	10597								
116217		02/01/26		81101	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,061.00
INVOICE:	10783								
VENDOR TOTALS			46,315.00	YTD INVOICED			46,315.00	YTD PAID	5,755.00
122702 3 PEACOCKS LP.									
115740		02/01/26		81102	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,461.00
INVOICE:	10617								
115741		02/01/26		81102	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,801.00
INVOICE:	9389								

PAID INVOICES REPORT

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TO FISCAL 2026/08 07/01/2025 TO 06/30/2026

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS			25,775.00	YTD INVOICED			25,775.00	YTD PAID		3,262.00
121121	360PARTNERSHIP LP									
	115742	02/01/26		81103	T	02/01/26	81544100 45904	HOUSING VOUCHER		887.00
	INVOICE: 10343									
VENDOR TOTALS			7,101.00	YTD INVOICED			7,101.00	YTD PAID		887.00
121007	4037 W 142ND STREET PROPERTY, INC.									
	116220	02/01/26		81104	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,889.00
	INVOICE: 10782									
VENDOR TOTALS			15,112.00	YTD INVOICED			15,112.00	YTD PAID		1,889.00
105695	4431 W. 118TH ST. LLC									
	115743	02/01/26		81105	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,114.00
	INVOICE: 10220									
	115744	02/01/26		81105	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,164.00
	INVOICE: 10326									
	115745	02/01/26		81105	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,204.00
	INVOICE: 10393									
	115746	02/01/26		81105	T	02/01/26	81544100 45904	HOUSING VOUCHER		948.00
	INVOICE: 10440									
	115747	02/01/26		81105	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,402.00
	INVOICE: 10598									
	115748	02/01/26		81105	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,314.00
	INVOICE: 8324									
	115749	02/01/26		81105	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,584.00
	INVOICE: 8887									
	115750	02/01/26		81105	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,083.00
	INVOICE: 9425									
VENDOR TOTALS			77,900.00	YTD INVOICED			77,900.00	YTD PAID		9,813.00
124512	4436 137TH ST. LLC.									
	115816	02/01/26		81106	T	02/01/26	83440010 45904	HOUSING VOUCHER		781.00
	INVOICE: 10693									
VENDOR TOTALS			6,248.00	YTD INVOICED			6,248.00	YTD PAID		781.00
123978	ABOLGHASSEM, ALI									
	116383	02/01/26		81107	T	02/01/26	81544100 45904	HOUSING VOUCHER		2,119.00
	INVOICE: 8522									
VENDOR TOTALS			18,852.00	YTD INVOICED			18,852.00	YTD PAID		2,119.00
121510	AC. MAZZEO LLC.									
	115751	02/01/26		81108	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,394.00
	INVOICE: 9525									

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VENDOR TOTALS		11,152.00 YTD INVOICED			11,152.00 YTD PAID			1,394.00	
110532	ACCESS COMMUNITY HOUSING								
	115752	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,380.00
	INVOICE: 10003								
	115753	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,323.00
	INVOICE: 10170								
	115754	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	635.00
	INVOICE: 10316								
	115755	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,720.00
	INVOICE: 10333								
	115756	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,562.00
	INVOICE: 10384								
	115757	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,470.00
	INVOICE: 10409								
	115758	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,739.00
	INVOICE: 10457								
	115759	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,351.00
	INVOICE: 10472								
	115760	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,324.00
	INVOICE: 10525								
	115761	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,135.00
	INVOICE: 10662								
	115762	02/01/26		81109	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,900.00
	INVOICE: 10677								
	115763	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	299.00
	INVOICE: 4304								
	115764	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,599.00
	INVOICE: 4387								
	115765	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,532.00
	INVOICE: 6073								
	115766	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,329.00
	INVOICE: 7057								
	115767	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,433.00
	INVOICE: 8827								
	115768	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	581.00
	INVOICE: 9422								
	115769	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,798.00
	INVOICE: 9438								
	115770	02/01/26		81109	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,277.00
	INVOICE: 9736								
VENDOR TOTALS		216,991.00 YTD INVOICED			216,991.00 YTD PAID			26,387.00	
123058	ACCESS INFORMATION INTERMEDIATE HOLDINGS I, LLC.								
	115338	12/31/25		81110	T	02/01/26	81044010 41514	OPERATING SUPPLIES	104.89
	INVOICE: 11981799								
VENDOR TOTALS		13,669.28 YTD INVOICED			15,306.67 YTD PAID			104.89	

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123224	ACHATZ, RICHARD								
	116334	02/01/26		81111	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,408.00
	INVOICE: 10688								
	116335	02/01/26		81111	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,503.00
	INVOICE: 10690								
	VENDOR TOTALS		23,288.00	YTD INVOICED			23,288.00	YTD PAID	2,911.00
121196	AESM, L.P.								
	115771	02/01/26		81112	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,690.00
	INVOICE: 10573								
	115772	02/01/26		81112	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,012.00
	INVOICE: 7043								
	115773	02/01/26		81112	T	02/01/26	81544100 45904	HOUSING VOUCHER	842.00
	INVOICE: 9902								
	VENDOR TOTALS		27,980.00	YTD INVOICED			27,980.00	YTD PAID	3,544.00
121406	AGRA ASSET MGMT., L.P.								
	116222	02/01/26		81113	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,750.00
	INVOICE: 10827								
	116223	02/01/26		81113	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,203.00
	INVOICE: 10849								
	VENDOR TOTALS		23,624.00	YTD INVOICED			23,624.00	YTD PAID	2,953.00
124387	AJIE, IJEOMA								
	115774	02/01/26		81114	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,304.00
	INVOICE: 10240								
	VENDOR TOTALS		18,617.00	YTD INVOICED			18,617.00	YTD PAID	2,304.00
122546	AJITO, EMI								
	115775	02/01/26		81115	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,384.00
	INVOICE: 9760								
	VENDOR TOTALS		19,072.00	YTD INVOICED			19,072.00	YTD PAID	2,384.00
123266	AMERICAN NATIONAL REAL ESTATE								
	116224	02/01/26		81116	T	02/01/26	81544100 45904	HOUSING VOUCHER	833.00
	INVOICE: 10111								
	116225	02/01/26		81116	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,524.00
	INVOICE: 10524								
	116226	02/01/26		81116	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,307.00
	INVOICE: 10777								
	116227	02/01/26		81116	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,359.00
	INVOICE: 8674								
	116228	02/01/26		81116	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,250.00
	INVOICE: 9344								
	116229	02/01/26		81116	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,147.00
	INVOICE: 9593								

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	116230	02/01/26		81116	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,400.00
	INVOICE: 9976								
VENDOR TOTALS			67,764.00	YTD INVOICED			67,764.00	YTD PAID	8,820.00
117676 AMINI, MORTEZA									
	115778	02/01/26		81117	T	02/01/26	81544100 45904	HOUSING VOUCHER	642.00
	INVOICE: 10649								
	115779	02/01/26		81117	T	02/01/26	82044100 45904	HOUSING VOUCHER	2,320.00
	INVOICE: 10840								
	115780	02/01/26		81117	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,117.00
	INVOICE: 7035								
VENDOR TOTALS			30,229.00	YTD INVOICED			30,229.00	YTD PAID	4,079.00
124097 AMS PROPERTIES									
	116374	02/01/26		81118	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,044.00
	INVOICE: 4200								
VENDOR TOTALS			7,961.00	YTD INVOICED			7,961.00	YTD PAID	1,044.00
97386 ANASTASI CONSTRUCTION COMPANY, INC.									
	115781	02/01/26		81119	T	02/01/26	81544100 45904	HOUSING VOUCHER	876.00
	INVOICE: 10026								
	115782	02/01/26		81119	T	02/01/26	81544100 45904	HOUSING VOUCHER	299.00
	INVOICE: 10161								
	115783	02/01/26		81119	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,268.00
	INVOICE: 10185								
	115784	02/01/26		81119	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,435.00
	INVOICE: 10653								
	115785	02/01/26		81119	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,688.00
	INVOICE: 10848								
	115786	02/01/26		81119	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,371.00
	INVOICE: 8615								
	115787	02/01/26		81119	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,264.00
	INVOICE: 8743								
	115788	02/01/26		81119	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,244.00
	INVOICE: 8914								
	115789	02/01/26		81119	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,169.00
	INVOICE: 9245								
VENDOR TOTALS			83,584.00	YTD INVOICED			83,584.00	YTD PAID	10,614.00
105935 ANDELIN, EVELYN									
	115790	02/01/26		81120	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE: 10091								
	115791	02/01/26		81120	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,648.00
	INVOICE: 10142								
	115792	02/01/26		81120	T	02/01/26	83440010 45904	HOUSING VOUCHER	975.00
	INVOICE: 10699								
	115793	02/01/26		81120	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,607.00

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	INVOICE: 4693								
	115794	02/01/26		81120	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,648.00
	INVOICE: 8954								
	115795	02/01/26		81120	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE: 9151								
	115796	02/01/26		81120	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,198.00
	INVOICE: 9508								
	VENDOR TOTALS		90,839.00	YTD INVOICED			90,839.00	YTD PAID	11,384.00
105854	ANDELIN, RICHARD								
	116014	02/01/26		81121	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,519.00
	INVOICE: 9713								
	VENDOR TOTALS		12,264.00	YTD INVOICED			12,264.00	YTD PAID	1,519.00
114626	ARANA SR., EDUARDO								
	115928	02/01/26		81122	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,124.00
	INVOICE: 6061								
	VENDOR TOTALS		6,929.00	YTD INVOICED			6,929.00	YTD PAID	1,124.00
121043	BARNES, GINA R.								
	115799	02/01/26		81123	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,648.00
	INVOICE: 10328								
	VENDOR TOTALS		12,901.00	YTD INVOICED			12,901.00	YTD PAID	1,648.00
120507	BARSOUM, MAKARIOS								
	116027	02/01/26		81124	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,100.00
	INVOICE: 10485								
	116028	02/01/26		81124	T	02/01/26	81544100 45904	HOUSING VOUCHER	924.00
	INVOICE: 8504								
	VENDOR TOTALS		17,227.00	YTD INVOICED			17,227.00	YTD PAID	2,024.00
117697	BASKARON, EDWARD								
	115929	02/01/26		81125	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,095.00
	INVOICE: 8910								
	VENDOR TOTALS		9,498.00	YTD INVOICED			9,498.00	YTD PAID	1,095.00
123463	BEACH FRONT CLASSIC, LLC.								
	116221	02/01/26		81126	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,391.00
	INVOICE: 10733								
	VENDOR TOTALS		11,092.00	YTD INVOICED			11,092.00	YTD PAID	1,391.00
101241	BENNETT, MARY E.								
	115800	02/01/26		81127	T	02/01/26	82044100 45904	HOUSING VOUCHER	2,770.00
	INVOICE: 10490								

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	115801	02/01/26		81127	T	02/01/26	82044100 45904	HOUSING VOUCHER	2,004.00
	INVOICE: 10517								
	115802	02/01/26		81127	T	02/01/26	83440010 45904	HOUSING VOUCHER	872.00
	INVOICE: 10727								
VENDOR TOTALS			52,072.00	YTD INVOICED			52,072.00	YTD PAID	5,646.00
124121 BENTON, BENNIE	116355	02/01/26		81128	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,574.00
	INVOICE: 10798								
VENDOR TOTALS			12,603.00	YTD INVOICED			12,603.00	YTD PAID	1,574.00
121941 BENTON, DARNICE R.	116233	02/01/26		81129	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,355.00
	INVOICE: 10474								
VENDOR TOTALS			10,840.00	YTD INVOICED			10,840.00	YTD PAID	1,355.00
124115 BF PROPERTIES 1 LLC.	116356	02/01/26		81130	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,542.00
	INVOICE: 10802								
VENDOR TOTALS			12,314.00	YTD INVOICED			12,314.00	YTD PAID	1,542.00
121741 BH INVESTMENT GROUP LLC.	116234	02/01/26		81131	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,317.00
	INVOICE: 9754								
VENDOR TOTALS			10,536.00	YTD INVOICED			10,536.00	YTD PAID	1,317.00
123208 BJ PROPERTY MANAGEMENT INC.	115803	02/01/26		81132	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,573.00
	INVOICE: 10723								
VENDOR TOTALS			12,427.00	YTD INVOICED			12,427.00	YTD PAID	1,573.00
122728 BK HOLDINGS II LLLP	116235	02/01/26		81133	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,977.00
	INVOICE: 10776								
	116236	02/01/26		81133	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,467.00
	INVOICE: 9493								
VENDOR TOTALS			28,396.00	YTD INVOICED			28,396.00	YTD PAID	3,444.00
121648 BLUE WATER ASSET MANAGEMENT, LP	115804	02/01/26		81134	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,162.00
	INVOICE: 10426								
	115805	02/01/26		81134	T	02/01/26	81544100 45904	HOUSING VOUCHER	893.00
	INVOICE: 10442								
	115806	02/01/26		81134	T	02/01/26	81544100 45904	HOUSING VOUCHER	529.00

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	INVOICE: 10454								
	115807	02/01/26		81134	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,110.00
	INVOICE: 10471								
	VENDOR TOTALS		33,133.00	YTD INVOICED			33,133.00	YTD PAID	3,694.00
123324	BOLL, ERIKA								
	116282	02/01/26		81135	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,873.00
	INVOICE: 10685								
	VENDOR TOTALS		14,570.00	YTD INVOICED			14,570.00	YTD PAID	1,873.00
100388	BOLL, LARRY F.								
	115992	02/01/26		81136	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,276.00
	INVOICE: 2340								
	VENDOR TOTALS		9,676.00	YTD INVOICED			9,676.00	YTD PAID	1,276.00
123938	BOLL, MICHAEL								
	116353	02/01/26		81137	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,034.00
	INVOICE: 10796								
	VENDOR TOTALS		10,133.00	YTD INVOICED			10,133.00	YTD PAID	1,034.00
121069	BORGES, ARMANDO								
	115808	02/01/26		81138	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,492.00
	INVOICE: 9419								
	VENDOR TOTALS		11,936.00	YTD INVOICED			11,936.00	YTD PAID	1,492.00
108539	BOTACH MANAGEMENT LLC								
	115809	02/01/26		81139	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,023.00
	INVOICE: 10626								
	VENDOR TOTALS		11,291.00	YTD INVOICED			11,291.00	YTD PAID	1,023.00
121731	BRADLEY, ROBERT								
	115810	02/01/26		81140	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,990.00
	INVOICE: 10458								
	115811	02/01/26		81140	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,643.00
	INVOICE: 10790								
	VENDOR TOTALS		27,964.00	YTD INVOICED			27,964.00	YTD PAID	3,633.00
101545	BROWN JR, FLOYD								
	115938	02/01/26		81141	T	02/01/26	81544100 45904	HOUSING VOUCHER	265.00
	INVOICE: 3385								
	VENDOR TOTALS		2,379.00	YTD INVOICED			2,379.00	YTD PAID	265.00
120727	BTS, LLP								

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	115812	02/01/26		81142	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,843.00
	INVOICE: 10674								
	115813	02/01/26		81142	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,791.00
	INVOICE: 10737								
	VENDOR TOTALS		24,154.00	YTD INVOICED			24,154.00	YTD PAID	3,634.00
122011	BURKE, SUSAN								
	115814	02/01/26		81143	T	02/01/26	81544100 45904	HOUSING VOUCHER	727.00
	INVOICE: 9977								
	VENDOR TOTALS		5,798.00	YTD INVOICED			5,798.00	YTD PAID	727.00
103810	BURNETT, DONALD OR DEBORAH								
	115815	02/01/26		81144	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,314.00
	INVOICE: 6046								
	VENDOR TOTALS		10,379.00	YTD INVOICED			10,379.00	YTD PAID	1,314.00
124330	BURNETT, VINQUISHA TORRIEA								
	116189	02/01/26		81145	T	02/01/26	81544100 45904	HOUSING VOUCHER	153.00
	INVOICE: 10827-U								
	VENDOR TOTALS		1,421.00	YTD INVOICED			1,421.00	YTD PAID	153.00
122911	BYRNE, MICHAEL L.								
	116308	02/01/26		81146	T	02/01/26	81544100 45904	HOUSING VOUCHER	401.00
	INVOICE: 10063								
	VENDOR TOTALS		3,808.00	YTD INVOICED			3,808.00	YTD PAID	401.00
119295	CABEZAS, KELLY EUGENE								
	115817	02/01/26		81147	T	02/01/26	81544100 45904	HOUSING VOUCHER	939.00
	INVOICE: 10023								
	VENDOR TOTALS		13,539.00	YTD INVOICED			13,539.00	YTD PAID	939.00
123889	CADMAN GROUP								
	116336	02/01/26		81148	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,015.00
	INVOICE: 10694								
	VENDOR TOTALS		8,120.00	YTD INVOICED			8,120.00	YTD PAID	1,015.00
117199	CALDERON, RICARDO								
	115818	02/01/26		81149	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,187.00
	INVOICE: 10020								
	VENDOR TOTALS		9,496.00	YTD INVOICED			9,496.00	YTD PAID	1,187.00
110721	CAMINO, CRISTINA								
	116238	02/01/26		81150	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,150.00

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INVOICE: 9099									
VENDOR TOTALS		8,773.00 YTD INVOICED			8,773.00 YTD PAID			1,150.00	
121902	CANOES, LLC.								
	115819	02/01/26		81151	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,503.00
	INVOICE: 8543								
	115820	02/01/26		81151	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,762.00
	INVOICE: 9280								
VENDOR TOTALS		25,515.00 YTD INVOICED			25,515.00 YTD PAID			3,265.00	
102354	CARTER, RONALD L.								
	116412	02/01/26		81152	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,628.00
	INVOICE: 10799								
VENDOR TOTALS		13,258.00 YTD INVOICED			13,258.00 YTD PAID			1,628.00	
121048	CERISE INVESTMENT CO., LLC.								
	115821	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,717.00
	INVOICE: 10131								
	115822	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,509.00
	INVOICE: 10149								
	115823	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,929.00
	INVOICE: 10234								
	115824	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,625.00
	INVOICE: 10262								
	115825	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,727.00
	INVOICE: 10287								
	115826	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,944.00
	INVOICE: 10290								
	115827	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,435.00
	INVOICE: 10322								
	115828	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,752.00
	INVOICE: 10329								
	115829	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	720.00
	INVOICE: 10330								
	115830	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,101.00
	INVOICE: 10372								
	115831	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,680.00
	INVOICE: 10564								
	115832	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	932.00
	INVOICE: 10591								
	115833	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,617.00
	INVOICE: 10618								
	115834	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,829.00
	INVOICE: 10647								
	115835	02/01/26		81153	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,255.00
	INVOICE: 10845								
	115836	02/01/26		81153	T	02/01/26	82044100 45904	HOUSING VOUCHER	162.00
	INVOICE: 10862								

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	115837	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,453.00
	INVOICE:	4892							
	115838	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	932.00
	INVOICE:	5031							
	115839	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,586.00
	INVOICE:	5060							
	115840	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,716.00
	INVOICE:	5099							
	115841	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,542.00
	INVOICE:	7095							
	115842	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE:	8058							
	115843	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,357.00
	INVOICE:	8348							
	115844	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,536.00
	INVOICE:	8545							
	115845	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,732.00
	INVOICE:	8940							
	115846	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	934.00
	INVOICE:	9302							
	115847	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	749.00
	INVOICE:	9637							
	115848	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,502.00
	INVOICE:	9642							
	115849	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,656.00
	INVOICE:	9650							
	115850	02/01/26		81153	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,079.00
	INVOICE:	9985							
VENDOR TOTALS				362,706.00	YTD INVOICED		362,706.00	YTD PAID	46,362.00
121492	CHADRON TERRACE, LLC.								
	115851	02/01/26		81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,393.00
	INVOICE:	10128							
	115852	02/01/26		81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,382.00
	INVOICE:	10226							
	115853	02/01/26		81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,168.00
	INVOICE:	10230							
	115854	02/01/26		81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	526.00
	INVOICE:	10280							
	115855	02/01/26		81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,300.00
	INVOICE:	10310							
	115856	02/01/26		81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,776.00
	INVOICE:	10423							
	115857	02/01/26		81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,365.00
	INVOICE:	10446							
	115858	02/01/26		81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,072.00
	INVOICE:	10499							
	115859	02/01/26		81154	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,446.00
	INVOICE:	10510							
	115860	02/01/26		81154	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,695.00

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	10513								
115861	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,494.00
INVOICE:	10518								
115862	02/01/26			81154	T	02/01/26	82044100 45904	HOUSING VOUCHER	2,526.00
INVOICE:	10520								
115863	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,283.00
INVOICE:	10521								
115864	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	287.00
INVOICE:	10554								
115865	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,200.00
INVOICE:	10558								
115866	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,253.00
INVOICE:	10560								
115867	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,256.00
INVOICE:	10562								
115868	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,327.00
INVOICE:	10570								
115869	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,797.00
INVOICE:	10576								
115870	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,578.00
INVOICE:	10578								
115871	02/01/26			81154	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,194.00
INVOICE:	10583								
115872	02/01/26			81154	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,638.00
INVOICE:	10601								
115873	02/01/26			81154	T	02/01/26	82044100 45904	HOUSING VOUCHER	972.00
INVOICE:	10628								
115874	02/01/26			81154	T	02/01/26	82044100 45904	HOUSING VOUCHER	2,794.00
INVOICE:	10638								
115875	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,754.00
INVOICE:	10841								
115876	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,840.00
INVOICE:	5019								
115877	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,836.00
INVOICE:	8599								
115878	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,149.00
INVOICE:	9545								
115879	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	435.00
INVOICE:	9608								
115880	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,584.00
INVOICE:	9619								
115881	02/01/26			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,829.00
INVOICE:	9773								
116428	12/01/25			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	-709.00
INVOICE:	10646-D								
116429	12/01/25			81154	T	02/01/26	81544100 45904	HOUSING VOUCHER	-1,661.00
INVOICE:	9564-D								
VENDOR TOTALS				396,491.00	YTD INVOICED		396,491.00	YTD PAID	43,779.00

110283 CHATEAU SOMERA

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	115882	02/01/26		81155	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,194.00
	INVOICE: 10544								
	115883	02/01/26		81155	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,133.00
	INVOICE: 8715								
	115884	02/01/26		81155	T	02/01/26	81544100 45904	HOUSING VOUCHER	946.00
	INVOICE: 9447								
VENDOR TOTALS			26,010.00	YTD INVOICED			26,010.00	YTD PAID	3,273.00
122413 CHEN, TERRENCE									
	115885	02/01/26		81156	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,294.00
	INVOICE: 8773								
VENDOR TOTALS			17,674.00	YTD INVOICED			17,674.00	YTD PAID	2,294.00
107554 CHIKWENDU, KIERAN									
	115987	02/01/26		81157	T	02/01/26	82044100 45904	HOUSING VOUCHER	2,598.00
	INVOICE: 10611								
	115988	02/01/26		81157	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE: 4966								
VENDOR TOTALS			34,016.00	YTD INVOICED			34,016.00	YTD PAID	4,252.00
113024 CITY OF HAWTHORNE/REDEVELOP.									
	115887	02/01/26		81158	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,166.00
	INVOICE: 10145								
	115888	02/01/26		81158	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,078.00
	INVOICE: 10444								
	115889	02/01/26		81158	T	02/01/26	81544100 45904	HOUSING VOUCHER	832.00
	INVOICE: 10470								
	115890	02/01/26		81158	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,645.00
	INVOICE: 10479								
	115891	02/01/26		81158	T	02/01/26	81544100 45904	HOUSING VOUCHER	838.00
	INVOICE: 10489								
	115892	02/01/26		81158	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,354.00
	INVOICE: 10526								
	115893	02/01/26		81158	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,419.00
	INVOICE: 9412								
	115894	02/01/26		81158	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,494.00
	INVOICE: 9521								
	115895	02/01/26		81158	T	02/01/26	81544100 45904	HOUSING VOUCHER	632.00
	INVOICE: 9614								
VENDOR TOTALS			79,285.00	YTD INVOICED			79,285.00	YTD PAID	10,458.00
103417 CITY OF INGLEWOOD									
	115716	02/01/26		81159	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
	INVOICE: 10412								
	115717	02/01/26		81159	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
	INVOICE: 10448								
	115718	02/01/26		81159	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	3518								
115719		02/01/26		81159	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
INVOICE:	8095								
115720		02/01/26		81159	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
INVOICE:	9359								
115896		02/01/26		81159	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,012.00
INVOICE:	10412								
115897		02/01/26		81159	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,216.00
INVOICE:	10448								
115898		02/01/26		81159	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,658.00
INVOICE:	3518								
115899		02/01/26		81159	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,479.00
INVOICE:	8095								
115900		02/01/26		81159	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,692.00
INVOICE:	9359								
116490		02/01/26		81159	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,843.00
INVOICE:	10762								
116490		02/01/26		81159	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
INVOICE:	10762								
VENDOR TOTALS			118,941.76	YTD INVOICED			118,941.76	YTD PAID	10,555.26
124635 CLEAR PROPERTIES L.A. LLC.									
115901		02/01/26		81160	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,712.00
INVOICE:	10210								
VENDOR TOTALS			3,424.00	YTD INVOICED			3,424.00	YTD PAID	1,712.00
120953 COCKE, LAWRENCE AND DONNA									
116397		02/01/26		81161	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,865.00
INVOICE:	10103								
116398		02/01/26		81161	T	02/01/26	81544100 45904	HOUSING VOUCHER	563.00
INVOICE:	10831								
116399		02/01/26		81161	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,481.00
INVOICE:	9299								
VENDOR TOTALS			33,673.00	YTD INVOICED			33,673.00	YTD PAID	3,909.00
113465 COELLO, ENRIQUE									
115933		02/01/26		81162	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,268.00
INVOICE:	9021								
VENDOR TOTALS			10,122.00	YTD INVOICED			10,122.00	YTD PAID	1,268.00
122466 COLE, ANTHONY									
115902		02/01/26		81163	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,371.00
INVOICE:	10581								
VENDOR TOTALS			10,752.00	YTD INVOICED			10,752.00	YTD PAID	1,371.00
108869 COMPTON HOUSING AUTHORITY									

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	116489	02/01/26		81164	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,735.00
	INVOICE: 10550								
	116489	02/01/26		81164	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	110.42
	INVOICE: 10550								
VENDOR TOTALS			14,114.90	YTD INVOICED			14,114.90	YTD PAID	1,845.42
120237	CORRALES, ANNA CHRISTINA								
	115903	02/01/26		81165	T	02/01/26	81544100 45904	HOUSING VOUCHER	291.00
	INVOICE: 4772								
VENDOR TOTALS			2,594.00	YTD INVOICED			2,594.00	YTD PAID	291.00
119168	COSTA, FRANCO								
	115904	02/01/26		81166	T	02/01/26	81544100 45904	HOUSING VOUCHER	718.00
	INVOICE: 9234								
	115905	02/01/26		81166	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,050.00
	INVOICE: 9286								
VENDOR TOTALS			18,372.00	YTD INVOICED			18,372.00	YTD PAID	1,768.00
102245	CRC MANAGEMENT INC.								
	115943	02/01/26		81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,072.00
	INVOICE: 4766								
	116240	02/01/26		81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,690.00
	INVOICE: 74								
	116241	02/01/26		81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,601.00
	INVOICE: 10160								
	116242	02/01/26		81167	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,162.00
	INVOICE: 10164								
	116243	02/01/26		81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE: 10180								
	116244	02/01/26		81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,399.00
	INVOICE: 10201								
	116245	02/01/26		81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,743.00
	INVOICE: 10370								
	116246	02/01/26		81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,725.00
	INVOICE: 10377								
	116247	02/01/26		81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,613.00
	INVOICE: 10441								
	116248	02/01/26		81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,648.00
	INVOICE: 10623								
	116249	02/01/26		81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,690.00
	INVOICE: 10652								
	116250	02/01/26		81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,539.00
	INVOICE: 10661								
	116251	02/01/26		81167	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,715.00
	INVOICE: 10670								
	116252	02/01/26		81167	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,242.00
	INVOICE: 10673								
	116253	02/01/26		81167	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,679.00

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	10720								
116254	02/01/26			81167	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,980.00
INVOICE:	10785								
116255	02/01/26			81167	T	02/01/26	84440010 45904	HOUSING VOUCHER	1,476.00
INVOICE:	10793								
116256	02/01/26			81167	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,647.00
INVOICE:	10801								
116257	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	996.00
INVOICE:	10823								
116258	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	566.00
INVOICE:	5052								
116259	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,370.00
INVOICE:	8325								
116260	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,607.00
INVOICE:	8328								
116261	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
INVOICE:	8470								
116262	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,692.00
INVOICE:	8508								
116263	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,449.00
INVOICE:	8587								
116264	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,590.00
INVOICE:	8727								
116265	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,512.00
INVOICE:	9143								
116266	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,431.00
INVOICE:	9388								
116267	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
INVOICE:	9396								
116268	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,622.00
INVOICE:	9450								
116269	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,209.00
INVOICE:	9465								
116270	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,679.00
INVOICE:	9675								
116271	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,648.00
INVOICE:	9686								
116272	02/01/26			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,362.00
INVOICE:	9789								
116427	11/01/25			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	-1,581.00
INVOICE:	7007-D								
116430	12/01/25			81167	T	02/01/26	81544100 45904	HOUSING VOUCHER	-1,581.00
INVOICE:	7007-D								
VENDOR TOTALS				411,465.00	YTD INVOICED		411,465.00	YTD PAID	48,154.00
113819 CRESCENT APTS, LLC.									
115906	02/01/26			81168	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,052.00
INVOICE:	9612								

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VENDOR TOTALS			8,416.00	YTD INVOICED			8,416.00	YTD PAID		1,052.00
113818	CRESTMOOR APTS, LLC.									
	115907	02/01/26		81169	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,465.00
	INVOICE: 10451									
VENDOR TOTALS			11,186.00	YTD INVOICED			11,186.00	YTD PAID		1,465.00
99701	DALY, JOHN									
	116300	02/01/26		81170	T	02/01/26	81544100 45904	HOUSING VOUCHER		457.00
	INVOICE: 10286									
	116301	02/01/26		81170	T	02/01/26	81544100 45904	HOUSING VOUCHER		711.00
	INVOICE: 5011									
	116302	02/01/26		81170	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,456.00
	INVOICE: 6096									
	116303	02/01/26		81170	T	02/01/26	81544100 45904	HOUSING VOUCHER		2,117.00
	INVOICE: 8559									
VENDOR TOTALS			36,160.00	YTD INVOICED			36,160.00	YTD PAID		4,741.00
112946	DANTZLER, SAMUEL L									
	116273	02/01/26		81171	T	02/01/26	81544100 45904	HOUSING VOUCHER		790.00
	INVOICE: 10650									
	116274	02/01/26		81171	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,337.00
	INVOICE: 10784									
VENDOR TOTALS			17,331.00	YTD INVOICED			17,331.00	YTD PAID		2,127.00
124504	DAUGHERTY, NICOLA									
	116190	02/01/26		81172	T	02/01/26	81544100 45904	HOUSING VOUCHER		32.00
	INVOICE: 10636-U									
VENDOR TOTALS			908.00	YTD INVOICED			908.00	YTD PAID		32.00
110168	DAVES-HOLMES, LULA									
	115909	02/01/26		81173	T	02/01/26	81544100 45904	HOUSING VOUCHER		906.00
	INVOICE: 10224									
	115910	02/01/26		81173	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,900.00
	INVOICE: 10587									
	115911	02/01/26		81173	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,374.00
	INVOICE: 10658									
	115912	02/01/26		81173	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,625.00
	INVOICE: 10714									
	115913	02/01/26		81173	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,754.00
	INVOICE: 3966									
	115914	02/01/26		81173	T	02/01/26	81544100 45904	HOUSING VOUCHER		502.00
	INVOICE: 9262									
	115915	02/01/26		81173	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,477.00
	INVOICE: 9529									

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VENDOR TOTALS			74,872.00	YTD INVOICED			74,872.00	YTD PAID		9,538.00
114033	DAVIS, CLARK AND KAREN 116239 INVOICE: 3555	02/01/26		81174	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,844.00
VENDOR TOTALS			15,292.00	YTD INVOICED			15,292.00	YTD PAID		1,844.00
124507	DAVIS, KIWANNA R. 116191 INVOICE: 10840-U	02/01/26		81175	T	02/01/26	82044100 45904	HOUSING VOUCHER		50.00
VENDOR TOTALS			434.00	YTD INVOICED			434.00	YTD PAID		50.00
124141	DAVIS, TAMEL 116323 INVOICE: 10455	02/01/26		81176	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,419.00
VENDOR TOTALS			12,332.00	YTD INVOICED			12,332.00	YTD PAID		1,419.00
123375	DHIMAN, JAIPAL 116299 INVOICE: 10718	02/01/26		81177	T	02/01/26	84440010 45904	HOUSING VOUCHER		1,303.00
VENDOR TOTALS			10,437.00	YTD INVOICED			10,437.00	YTD PAID		1,303.00
123331	DI PASQUALE, FRANK 116338 INVOICE: 10711	02/01/26		81178	T	02/01/26	83440010 45904	HOUSING VOUCHER		1,557.00
VENDOR TOTALS			12,858.00	YTD INVOICED			12,858.00	YTD PAID		1,557.00
123052	DIAMOND 1, LP. 115916 INVOICE: 10593 115917 INVOICE: 10736 115918 INVOICE: 9909	02/01/26		81179	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,368.00
VENDOR TOTALS			48,300.00	YTD INVOICED			48,300.00	YTD PAID		5,828.00
123496	DICKERSON, GAYLE YVONNE MORTON 116333 INVOICE: 10681	02/01/26		81180	T	02/01/26	84440010 45904	HOUSING VOUCHER		1,791.00
VENDOR TOTALS			14,328.00	YTD INVOICED			14,328.00	YTD PAID		1,791.00
122907	DICRISCI APARTMENTS 115919	02/01/26		81181	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,368.00

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	INVOICE: 4939								
	115920	02/01/26		81181	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,668.00
	INVOICE: 9712								
	VENDOR TOTALS		22,592.00	YTD INVOICED			22,592.00	YTD PAID	3,036.00
122786	DILRUBA MOHAMMED								
	115996	02/01/26		81182	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,310.00
	INVOICE: 10109								
	VENDOR TOTALS		18,870.00	YTD INVOICED			18,870.00	YTD PAID	2,310.00
118260	DOMINGUEZ, ELOY								
	115932	02/01/26		81183	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,451.00
	INVOICE: 8200								
	VENDOR TOTALS		11,636.00	YTD INVOICED			11,636.00	YTD PAID	1,451.00
123921	DONDI CHERRY REVOCABLE TRUST								
	116394	02/01/26		81184	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,896.00
	INVOICE: 9646								
	VENDOR TOTALS		12,667.00	YTD INVOICED			12,667.00	YTD PAID	1,896.00
117343	DOTY RENTALS, LLC.								
	115923	02/01/26		81185	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,683.00
	INVOICE: 10619								
	115924	02/01/26		81185	T	02/01/26	83440010 45904	HOUSING VOUCHER	2,781.00
	INVOICE: 10833								
	VENDOR TOTALS		35,759.00	YTD INVOICED			35,759.00	YTD PAID	4,464.00
116373	DUHE, URSULA								
	115925	02/01/26		81186	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,504.00
	INVOICE: 4735								
	VENDOR TOTALS		12,032.00	YTD INVOICED			12,032.00	YTD PAID	1,504.00
108655	DUNLAP, PAUL LOUIS								
	115926	02/01/26		81187	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,340.00
	INVOICE: 10203								
	VENDOR TOTALS		13,760.00	YTD INVOICED			13,760.00	YTD PAID	1,340.00
118661	E. J. PARTNERS								
	115927	02/01/26		81188	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,053.00
	INVOICE: 9331								
	VENDOR TOTALS		23,355.00	YTD INVOICED			23,355.00	YTD PAID	1,053.00
123163	EAM PROPERTIES, LLC.								

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	116276	02/01/26		81189	T	02/01/26	82044100 45904	HOUSING VOUCHER	150.00
	INVOICE: 10665								
VENDOR TOTALS			1,500.00	YTD INVOICED			1,500.00	YTD PAID	150.00
108700 ECHEVERRY, JOSE E. & MARIA E.	115973	02/01/26		81190	T	02/01/26	81544100 45904	HOUSING VOUCHER	567.00
	INVOICE: 9765								
	115974	02/01/26		81190	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,421.00
	INVOICE: 9922								
VENDOR TOTALS			15,573.00	YTD INVOICED			15,573.00	YTD PAID	1,988.00
123755 EDGAR, LAWRENCE G.	116349	02/01/26		81191	T	02/01/26	81544100 45904	HOUSING VOUCHER	888.00
	INVOICE: 10769								
	116363	02/01/26		81191	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,934.00
	INVOICE: 10850								
VENDOR TOTALS			22,588.00	YTD INVOICED			22,588.00	YTD PAID	2,822.00
122125 EDWARD J. JENKINS TRUST	115930	02/01/26		81192	T	02/01/26	81544100 45904	HOUSING VOUCHER	774.00
	INVOICE: 8781								
VENDOR TOTALS			6,172.00	YTD INVOICED			6,172.00	YTD PAID	774.00
121491 EL PORTO LLC.	115931	02/01/26		81193	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,184.00
	INVOICE: 10750								
VENDOR TOTALS			17,472.00	YTD INVOICED			17,472.00	YTD PAID	2,184.00
120416 ELAMIN, IBTISAM	116192	02/01/26		81194	T	02/01/26	81544100 45904	HOUSING VOUCHER	19.00
	INVOICE: 7050-U								
VENDOR TOTALS			152.00	YTD INVOICED			152.00	YTD PAID	19.00
111173 ELLIS, STEPHANIE	116359	02/01/26		81195	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,368.00
	INVOICE: 10813								
VENDOR TOTALS			17,189.00	YTD INVOICED			17,189.00	YTD PAID	2,368.00
119601 EQUITY HOLDINGS, LLC.	116277	02/01/26		81196	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,681.00
	INVOICE: 10186								
	116278	02/01/26		81196	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,351.00
	INVOICE: 10663								
	116279	02/01/26		81196	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,456.00

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	INVOICE: 10680								
	116280	02/01/26		81196	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,258.00
	INVOICE: 10710								
	116281	02/01/26		81196	T	02/01/26	81544100 45904	HOUSING VOUCHER	852.00
	INVOICE: 9225								
	VENDOR TOTALS		50,434.00	YTD INVOICED			50,434.00	YTD PAID	6,598.00
104455	ESHO, NOEL T.								
	115936	02/01/26		81197	T	02/01/26	81544100 45904	HOUSING VOUCHER	579.00
	INVOICE: 10351								
	VENDOR TOTALS		6,331.00	YTD INVOICED			6,331.00	YTD PAID	579.00
124278	EXILES LLC.								
	116004	02/01/26		81198	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,653.00
	INVOICE: 10820								
	VENDOR TOTALS		11,655.00	YTD INVOICED			11,655.00	YTD PAID	1,653.00
121827	FIGGE, ANDREW								
	115797	02/01/26		81199	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,229.00
	INVOICE: 9770								
	VENDOR TOTALS		17,832.00	YTD INVOICED			17,832.00	YTD PAID	2,229.00
123265	FITZGERALD, WESLEY								
	116001	02/01/26		81200	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,917.00
	INVOICE: 10692								
	VENDOR TOTALS		14,160.00	YTD INVOICED			14,160.00	YTD PAID	1,917.00
124193	FLORES, MARIA								
	115937	02/01/26		81201	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,850.00
	INVOICE: 10812								
	VENDOR TOTALS		15,870.00	YTD INVOICED			15,870.00	YTD PAID	1,850.00
122420	FLOYD JR., KING S.								
	115939	02/01/26		81202	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,888.00
	INVOICE: 10555								
	VENDOR TOTALS		11,168.00	YTD INVOICED			11,168.00	YTD PAID	1,888.00
120780	FRANCO, SILVANO								
	116375	02/01/26		81203	T	02/01/26	81544100 45904	HOUSING VOUCHER	887.00
	INVOICE: 4617								
	VENDOR TOTALS		7,095.00	YTD INVOICED			7,095.00	YTD PAID	887.00
105403	FRANCO, WALTER & SANDRA								

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	116283	02/01/26		81204	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,511.00
	INVOICE: 8033								
VENDOR TOTALS			12,088.00	YTD INVOICED			12,088.00	YTD PAID	1,511.00
122987	FRANKLIN DENNIS CASE, TRUSTEE OF DENNIS CASE TRUST								
	116284	02/01/26		81205	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,181.00
	INVOICE: 10612								
VENDOR TOTALS			9,448.00	YTD INVOICED			9,448.00	YTD PAID	1,181.00
93783	FREDERIKSEN, PETER								
	115940	02/01/26		81206	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,448.00
	INVOICE: 10062								
VENDOR TOTALS			25,096.00	YTD INVOICED			25,096.00	YTD PAID	1,448.00
108406	FURBERT, REGINALD								
	115941	02/01/26		81207	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,311.00
	INVOICE: 8573								
	115942	02/01/26		81207	T	02/01/26	81544100 45904	HOUSING VOUCHER	292.00
	INVOICE: 9792								
VENDOR TOTALS			21,841.00	YTD INVOICED			21,841.00	YTD PAID	1,603.00
103655	GAMBOA, LUIS								
	116025	02/01/26		81208	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,501.00
	INVOICE: 10531								
VENDOR TOTALS			13,351.00	YTD INVOICED			13,351.00	YTD PAID	1,501.00
118612	GARG, ANU								
	116286	02/01/26		81209	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,242.00
	INVOICE: 10756								
VENDOR TOTALS			17,936.00	YTD INVOICED			17,936.00	YTD PAID	2,242.00
124539	GARG, URMILLA K.								
	115944	02/01/26		81210	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,634.00
	INVOICE: 10088								
	115945	02/01/26		81210	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,528.00
	INVOICE: 10402								
	115946	02/01/26		81210	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,577.00
	INVOICE: 10416								
	115947	02/01/26		81210	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,511.00
	INVOICE: 10806								
	115948	02/01/26		81210	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,066.00
	INVOICE: 10811								
	115949	02/01/26		81210	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,605.00
	INVOICE: 8286								
	115950	02/01/26		81210	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,165.00

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 8551								
	115951	02/01/26		81210	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,716.00
	INVOICE: 9693								
	115952	02/01/26		81210	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,479.00
	INVOICE: 9700								
	VENDOR TOTALS		76,937.00	YTD INVOICED			76,937.00	YTD PAID	13,281.00
124339	GIACONI, MIRKO								
	115953	02/01/26		81211	T	02/01/26	81544100 45904	HOUSING VOUCHER	923.00
	INVOICE: 2229								
	VENDOR TOTALS		11,444.00	YTD INVOICED			11,444.00	YTD PAID	923.00
119132	GLADNEY, BEVERLY								
	115954	02/01/26		81212	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,433.00
	INVOICE: 9879								
	VENDOR TOTALS		11,464.00	YTD INVOICED			11,464.00	YTD PAID	1,433.00
111586	GOFF, MARK								
	115955	02/01/26		81213	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,303.00
	INVOICE: 10641								
	VENDOR TOTALS		10,424.00	YTD INVOICED			10,424.00	YTD PAID	1,303.00
105399	GOLBAZ-HAGH, MASOUD								
	116035	02/01/26		81214	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,624.00
	INVOICE: 4601								
	VENDOR TOTALS		13,072.00	YTD INVOICED			13,072.00	YTD PAID	1,624.00
124503	GOLDSMITH, CHRISTIAN								
	116193	02/01/26		81215	T	02/01/26	83440010 45904	HOUSING VOUCHER	60.00
	INVOICE: 10685-U								
	VENDOR TOTALS		1,524.00	YTD INVOICED			1,524.00	YTD PAID	60.00
124564	GULL VIEW LLC.								
	116175	02/01/26		81216	T	02/01/26	82044100 45904	HOUSING VOUCHER	720.00
	INVOICE: 10870								
	VENDOR TOTALS		4,224.00	YTD INVOICED			4,224.00	YTD PAID	720.00
120993	H&JR DEVELOPMENT LLC.								
	115956	02/01/26		81217	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,712.00
	INVOICE: 10556								
	115957	02/01/26		81217	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,415.00
	INVOICE: 10805								
	115958	02/01/26		81217	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,780.00
	INVOICE: 9817								

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VENDOR TOTALS			53,554.00	YTD INVOICED			53,554.00	YTD PAID	5,907.00
100966 HANAFI, MOHAMMAD	116237	02/01/26		81218	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,659.00
	INVOICE: 4738								
VENDOR TOTALS			13,276.00	YTD INVOICED			13,276.00	YTD PAID	1,659.00
119116 HANNA, JOSEPH	115977	02/01/26		81219	T	02/01/26	81544100 45904	HOUSING VOUCHER	974.00
	INVOICE: 5082								
VENDOR TOTALS			7,757.00	YTD INVOICED			7,757.00	YTD PAID	974.00
124332 HARRIS, LILLIAN	116194	02/01/26		81220	T	02/01/26	82044100 45904	HOUSING VOUCHER	33.00
	INVOICE: 10133-U								
VENDOR TOTALS			194.00	YTD INVOICED			194.00	YTD PAID	33.00
122151 HAWK MGMT, INC.	115959	02/01/26		81221	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,082.00
	INVOICE: 8641								
	115960	02/01/26		81221	T	02/01/26	81544100 45904	HOUSING VOUCHER	975.00
	INVOICE: 9028								
VENDOR TOTALS			15,994.00	YTD INVOICED			15,994.00	YTD PAID	2,057.00
122211 HAWTHORNE CHATEAU APTS., LTD	115961	02/01/26		81222	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,517.00
	INVOICE: 9620								
VENDOR TOTALS			12,136.00	YTD INVOICED			12,136.00	YTD PAID	1,517.00
121644 HAWTHORNE PACIFIC ASSOCIATES, LP	116287	02/01/26		81223	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,275.00
	INVOICE: 10779								
	116288	02/01/26		81223	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,404.00
	INVOICE: 10832								
VENDOR TOTALS			19,465.00	YTD INVOICED			19,465.00	YTD PAID	2,679.00
115163 HAYWOOD, LARON	115991	02/01/26		81224	T	02/01/26	82044100 45904	HOUSING VOUCHER	2,387.00
	INVOICE: 10795								
VENDOR TOTALS			25,042.00	YTD INVOICED			25,042.00	YTD PAID	2,387.00
101156 HEMPHILL, RUBY	116414	02/01/26		81225	T	02/01/26	83440010 45904	HOUSING VOUCHER	764.00

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INVOICE: 10774									
VENDOR TOTALS		8,323.00 YTD INVOICED			8,323.00 YTD PAID			764.00	
110755	HENRY, JAMES R. 115969	02/01/26		81226	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,203.00
	INVOICE: 7021								
	115970	02/01/26		81226	T	02/01/26	81544100 45904	HOUSING VOUCHER	953.00
	INVOICE: 9153								
VENDOR TOTALS		20,010.00 YTD INVOICED			20,010.00 YTD PAID			2,156.00	
123723	HICKS, KELVIN 116321	02/01/26		81227	T	02/01/26	81544100 45904	HOUSING VOUCHER	910.00
	INVOICE: 10340								
VENDOR TOTALS		6,904.00 YTD INVOICED			6,904.00 YTD PAID			910.00	
113153	HINKLE, M. SIMONNE 115962	02/01/26		81228	T	02/01/26	81544100 45904	HOUSING VOUCHER	611.00
	INVOICE: 10534								
	115963	02/01/26		81228	T	02/01/26	81544100 45904	HOUSING VOUCHER	619.00
	INVOICE: 9656								
VENDOR TOTALS		8,488.00 YTD INVOICED			8,488.00 YTD PAID			1,230.00	
123622	HIRATA PROPERTIES, LLC. 116289	02/01/26		81229	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,800.00
	INVOICE: 10133								
	116290	02/01/26		81229	T	02/01/26	81544100 45904	HOUSING VOUCHER	905.00
	INVOICE: 10390								
	116291	02/01/26		81229	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,249.00
	INVOICE: 10659								
	116292	02/01/26		81229	T	02/01/26	81544100 45904	HOUSING VOUCHER	624.00
	INVOICE: 8096								
	116293	02/01/26		81229	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,140.00
	INVOICE: 8997								
	116294	02/01/26		81229	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,383.00
	INVOICE: 9456								
	116295	02/01/26		81229	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,530.00
	INVOICE: 9520								
VENDOR TOTALS		82,911.00 YTD INVOICED			82,911.00 YTD PAID			9,631.00	
112248	HOANG, NGUYET 116067	02/01/26		81230	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,138.00
	INVOICE: 8788								
VENDOR TOTALS		9,118.00 YTD INVOICED			9,118.00 YTD PAID			1,138.00	
101176	HOLLADAY, MARSHALL								

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	116033	02/01/26		81231	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,110.00
	INVOICE: 2600								
VENDOR TOTALS			9,006.00	YTD INVOICED			9,006.00	YTD PAID	1,110.00
123982 HOUSING AUTHORITY OF THE COUNTY OF KING, WASHINGTON	115721	02/01/26		81233	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	93.03
	INVOICE: 10542								
VENDOR TOTALS			18,680.14	YTD INVOICED			18,680.14	YTD PAID	93.03
110936 HOUSING AUTHORITY OF THE, COUNTY OF SAN BERNARDIN	115725	02/01/26		81232	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	104.54
	INVOICE: 10074								
	115726	02/01/26		81232	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	110.11
	INVOICE: 10719								
	115727	02/01/26		81232	T	02/01/26	83440020 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 10740								
	115728	02/01/26		81232	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 4961								
VENDOR TOTALS			89,520.95	YTD INVOICED			89,520.95	YTD PAID	415.21
123982 HOUSING AUTHORITY OF THE COUNTY OF KING, WASHINGTON	115964	02/01/26		81233	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,345.00
	INVOICE: 10542								
VENDOR TOTALS			18,680.14	YTD INVOICED			18,680.14	YTD PAID	1,345.00
110936 HOUSING AUTHORITY OF THE, COUNTY OF SAN BERNARDIN	116119	02/01/26		81232	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,022.00
	INVOICE: 10074								
	116120	02/01/26		81232	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,902.00
	INVOICE: 10719								
	116121	02/01/26		81232	T	02/01/26	83440010 45904	HOUSING VOUCHER	2,324.00
	INVOICE: 10740								
	116122	02/01/26		81232	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,233.00
	INVOICE: 4961								
VENDOR TOTALS			89,520.95	YTD INVOICED			89,520.95	YTD PAID	8,481.00
124614 HOUSTON HOUSING AUTHORITY	115722	02/01/26		81234	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	80.54
	INVOICE: 9004								
	115965	02/01/26		81234	T	02/01/26	81544100 45904	HOUSING VOUCHER	252.00
	INVOICE: 9004								
VENDOR TOTALS			1,906.70	YTD INVOICED			1,906.70	YTD PAID	332.54
96638 HOUSTON, ROBERT AND/OR ROBBIE	116108	02/01/26		81235	T	02/01/26	81544100 45904	HOUSING VOUCHER	895.00

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INVOICE: 9039									
VENDOR TOTALS		7,166.00 YTD INVOICED			7,166.00 YTD PAID			895.00	
116670	HOWARD, CHRISTINE								
	115966	02/01/26		81236	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,857.00
	INVOICE: 10509								
	115967	02/01/26		81236	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,239.00
	INVOICE: 10566								
VENDOR TOTALS		23,122.00 YTD INVOICED			23,122.00 YTD PAID			3,096.00	
123879	HRW 13700 KORNBLUM LLC								
	116351	02/01/26		81237	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,459.00
	INVOICE: 10778								
VENDOR TOTALS		11,203.00 YTD INVOICED			11,203.00 YTD PAID			1,459.00	
122522	HUNT ENTERPRISES, INC.								
	115968	02/01/26		81238	T	02/01/26	81544100 45904	HOUSING VOUCHER	319.00
	INVOICE: 10600								
VENDOR TOTALS		2,832.00 YTD INVOICED			2,832.00 YTD PAID			319.00	
123479	INFINITY PROPERTY MANAGEMENT INC.								
	116296	02/01/26		81239	T	02/01/26	83440010 45904	HOUSING VOUCHER	681.00
	INVOICE: 10716								
	116297	02/01/26		81239	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,466.00
	INVOICE: 10722								
VENDOR TOTALS		17,454.00 YTD INVOICED			17,454.00 YTD PAID			2,147.00	
123217	IRD, LP								
	116298	02/01/26		81240	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,182.00
	INVOICE: 10755								
VENDOR TOTALS		9,276.00 YTD INVOICED			9,276.00 YTD PAID			1,182.00	
114933	JEFFERIES, JOYCE E.								
	115981	02/01/26		81241	T	02/01/26	81544100 45904	HOUSING VOUCHER	351.00
	INVOICE: 9319								
VENDOR TOTALS		2,714.00 YTD INVOICED			2,714.00 YTD PAID			351.00	
122956	JENNIFER PAZZIA								
	115798	02/01/26		81242	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,051.00
	INVOICE: 4652								
VENDOR TOTALS		16,408.00 YTD INVOICED			16,408.00 YTD PAID			2,051.00	
123367	JODELE, TOMAS								

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	116416	02/01/26		81243	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,440.00
	INVOICE: 1708								
	VENDOR TOTALS		11,520.00	YTD INVOICED			11,520.00	YTD PAID	1,440.00
119730	JOHNSON, NORIKO								
	115972	02/01/26		81244	T	02/01/26	81544100 45904	HOUSING VOUCHER	843.00
	INVOICE: 10106								
	VENDOR TOTALS		6,704.00	YTD INVOICED			6,704.00	YTD PAID	843.00
108271	JOHNSON, STEVE A.								
	116141	02/01/26		81245	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,310.00
	INVOICE: 4728								
	116142	02/01/26		81245	T	02/01/26	81544100 45904	HOUSING VOUCHER	872.00
	INVOICE: 8398								
	VENDOR TOTALS		11,979.00	YTD INVOICED			11,979.00	YTD PAID	2,182.00
101465	JOHNSON, TERRY								
	116147	02/01/26		81246	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE: 10568								
	116148	02/01/26		81246	T	02/01/26	81544100 45904	HOUSING VOUCHER	924.00
	INVOICE: 9752								
	VENDOR TOTALS		23,364.00	YTD INVOICED			23,364.00	YTD PAID	2,578.00
123425	JR AJ, LLC.								
	116361	02/01/26		81247	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,028.00
	INVOICE: 10826								
	116364	02/01/26		81247	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,224.00
	INVOICE: 10857								
	116381	02/01/26		81247	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,495.00
	INVOICE: 8412								
	VENDOR TOTALS		37,889.00	YTD INVOICED			37,889.00	YTD PAID	3,747.00
123887	JRAB PROPERTIES, LLC								
	116319	02/01/26		81248	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,997.00
	INVOICE: 10305								
	VENDOR TOTALS		15,976.00	YTD INVOICED			15,976.00	YTD PAID	1,997.00
118833	KANNIKE-MARTINS, JOSEPHINE								
	115979	02/01/26		81249	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,648.00
	INVOICE: 10559								
	VENDOR TOTALS		22,253.00	YTD INVOICED			22,253.00	YTD PAID	1,648.00
124222	KELLY DAVID FRENCH TRUST								
	116011	02/01/26		81250	T	02/01/26	81544100 45904	HOUSING VOUCHER	726.00

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 8649									
VENDOR TOTALS		5,412.00 YTD INVOICED		5,412.00 YTD PAID		726.00			
121877	KGM LLC.								
	115986	02/01/26		81251	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,213.00
	INVOICE: 10467								
VENDOR TOTALS		6,774.00 YTD INVOICED		6,774.00 YTD PAID		1,213.00			
117978	KOBAYASHI, DAVID								
	116275	02/01/26		81252	T	02/01/26	81544100 45904	HOUSING VOUCHER	130.00
	INVOICE: 10060								
VENDOR TOTALS		2,840.00 YTD INVOICED		2,840.00 YTD PAID		130.00			
123939	KOUTEK, NORMAN								
	116404	02/01/26		81253	T	02/01/26	81544100 45904	HOUSING VOUCHER	531.00
	INVOICE: 10775								
	116405	02/01/26		81253	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,677.00
	INVOICE: 9774								
VENDOR TOTALS		17,664.00 YTD INVOICED		17,664.00 YTD PAID		2,208.00			
123700	KSR HAWTHORNE 1 LLC								
	116366	02/01/26		81254	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,581.00
	INVOICE: 10861								
	116367	02/01/26		81254	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,195.00
	INVOICE: 10869								
	116373	02/01/26		81254	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,563.00
	INVOICE: 4101								
VENDOR TOTALS		29,015.00 YTD INVOICED		29,015.00 YTD PAID		4,339.00			
123701	KSR HAWTHORNE 2 LLC								
	116312	02/01/26		81255	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,389.00
	INVOICE: 10126								
	116318	02/01/26		81255	T	02/01/26	81544100 45904	HOUSING VOUCHER	800.00
	INVOICE: 10277								
	116391	02/01/26		81255	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,393.00
	INVOICE: 9540								
VENDOR TOTALS		32,762.00 YTD INVOICED		32,762.00 YTD PAID		3,582.00			
123855	KSR SAN BERNARDINO LLC								
	116015	02/01/26		81256	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,258.00
	INVOICE: 9764								
VENDOR TOTALS		9,802.00 YTD INVOICED		9,802.00 YTD PAID		1,258.00			
108846	KUHR ENTERPRISES								

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	115989	02/01/26		81257	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,181.00
	INVOICE: 9648								
	VENDOR TOTALS		9,353.00	YTD INVOICED			9,353.00	YTD PAID	1,181.00
121862	KUMAMOTO, BRIAN A.								
	115998	02/01/26		81258	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,548.00
	INVOICE: 10459								
	VENDOR TOTALS		11,884.00	YTD INVOICED			11,884.00	YTD PAID	1,548.00
120290	LAM, DIEP								
	115921	02/01/26		81259	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,900.00
	INVOICE: 7050								
	VENDOR TOTALS		15,200.00	YTD INVOICED			15,200.00	YTD PAID	1,900.00
113862	LANEY, GARY								
	115990	02/01/26		81260	T	02/01/26	81544100 45904	HOUSING VOUCHER	617.00
	INVOICE: 9654								
	VENDOR TOTALS		5,964.00	YTD INVOICED			5,964.00	YTD PAID	617.00
121310	LARSON, KIRBY								
	115993	02/01/26		81261	T	02/01/26	81544100 45904	HOUSING VOUCHER	944.00
	INVOICE: 4128								
	115994	02/01/26		81261	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,390.00
	INVOICE: 9167								
	VENDOR TOTALS		25,637.00	YTD INVOICED			25,637.00	YTD PAID	2,334.00
124021	LAWRENCE AND DONNA COCKE FAMILY TRUST								
	116310	02/01/26		81262	T	02/01/26	82044100 45904	HOUSING VOUCHER	877.00
	INVOICE: 10121								
	116354	02/01/26		81262	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,420.00
	INVOICE: 10797								
	116357	02/01/26		81262	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,786.00
	INVOICE: 10807								
	116368	02/01/26		81262	T	02/01/26	82044100 45904	HOUSING VOUCHER	898.00
	INVOICE: 10873								
	VENDOR TOTALS		32,678.00	YTD INVOICED			32,678.00	YTD PAID	4,981.00
108097	LE, TIEN								
	115997	02/01/26		81263	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,247.00
	INVOICE: 10225								
	115999	02/01/26		81263	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,797.00
	INVOICE: 10610								
	VENDOR TOTALS		24,352.00	YTD INVOICED			24,352.00	YTD PAID	3,044.00

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101260 LEE, JUXIN (BOB)	115985	02/01/26		81264	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,736.00
	INVOICE: 2638								
VENDOR TOTALS			13,888.00	YTD INVOICED			13,888.00	YTD PAID	1,736.00
123397 LEMOLI PARTNERS-93, A CALIFORNIA PARTNERSHIP	116400	02/01/26		81265	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,220.00
	INVOICE: 10834								
VENDOR TOTALS			7,243.00	YTD INVOICED			7,243.00	YTD PAID	1,220.00
122038 LEONARD, JOHN	116017	02/01/26		81266	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,735.00
	INVOICE: 10408								
VENDOR TOTALS			13,180.00	YTD INVOICED			13,180.00	YTD PAID	1,735.00
123113 LESTER & JENNIFER CANO	116016	02/01/26		81267	T	02/01/26	81544100 45904	HOUSING VOUCHER	139.00
	INVOICE: 9971								
VENDOR TOTALS			1,112.00	YTD INVOICED			1,112.00	YTD PAID	139.00
124277 LFD LEMOLI LLC.	116113	02/01/26		81268	T	02/01/26	81544100 45904	HOUSING VOUCHER	889.00
	INVOICE: 10803								
	116114	02/01/26		81268	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,646.00
	INVOICE: 10818								
	116115	02/01/26		81268	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,800.00
	INVOICE: 10838								
VENDOR TOTALS			34,556.00	YTD INVOICED			34,556.00	YTD PAID	4,335.00
117147 LIMRA, LLC.	116018	02/01/26		81269	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,596.00
	INVOICE: 8900								
VENDOR TOTALS			12,768.00	YTD INVOICED			12,768.00	YTD PAID	1,596.00
94084 LINCIR, TOM	116157	02/01/26		81270	T	02/01/26	81544100 45904	HOUSING VOUCHER	772.00
	INVOICE: 8500								
VENDOR TOTALS			6,128.00	YTD INVOICED			6,128.00	YTD PAID	772.00
123316 LING, PAUL SIONG KUONG	116218	02/01/26		81271	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,114.00
	INVOICE: 10231								
	116219	02/01/26		81271	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,275.00
	INVOICE: 4974								

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VENDOR TOTALS			26,245.00	YTD INVOICED			26,245.00	YTD PAID		3,389.00
123419	LING, PAUL SIONG KUONG									
	116341	02/01/26		81272	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,602.00
	INVOICE: 10725									
VENDOR TOTALS			12,557.00	YTD INVOICED			12,557.00	YTD PAID		1,602.00
122235	LLS GRP #3, LLC									
	116019	02/01/26		81273	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,006.00
	INVOICE: 10008									
	116020	02/01/26		81273	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,642.00
	INVOICE: 3883									
VENDOR TOTALS			22,408.00	YTD INVOICED			22,408.00	YTD PAID		2,648.00
124235	LO, CHING PING									
	115886	02/01/26		81274	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,575.00
	INVOICE: 10819									
VENDOR TOTALS			12,636.00	YTD INVOICED			12,636.00	YTD PAID		1,575.00
121100	LOMBARDO, JEANINE									
	116376	02/01/26		81275	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,673.00
	INVOICE: 4729									
VENDOR TOTALS			13,384.00	YTD INVOICED			13,384.00	YTD PAID		1,673.00
111766	LOS ANGELES COUNTY									
	115723	02/01/26		81276	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER		109.21
	INVOICE: 10469									
	115724	02/01/26		81276	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER		109.21
	INVOICE: 10830									
	116021	02/01/26		81276	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,834.00
	INVOICE: 10469									
	116022	02/01/26		81276	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,452.00
	INVOICE: 10830									
VENDOR TOTALS			32,644.97	YTD INVOICED			32,644.97	YTD PAID		3,504.42
124126	LOUIS HAHNE REVOCABLE TRUST									
	116013	02/01/26		81277	T	02/01/26	81544100 45904	HOUSING VOUCHER		572.00
	INVOICE: 9139									
VENDOR TOTALS			4,933.00	YTD INVOICED			4,933.00	YTD PAID		572.00
103811	LOZANO, JESUS AND NATALIA									
	116023	02/01/26		81278	T	02/01/26	81544100 45904	HOUSING VOUCHER		955.00
	INVOICE: 9407									

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VENDOR TOTALS			6,384.00	YTD INVOICED			6,384.00	YTD PAID	955.00
112319 LUCHA, ENRIQUE	115934	02/01/26		81279	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,220.00
	INVOICE: 10545								
VENDOR TOTALS			9,742.00	YTD INVOICED			9,742.00	YTD PAID	1,220.00
100503 LY, ANDY QUOC	116000	02/01/26		81280	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,365.00
	INVOICE: 10651								
VENDOR TOTALS			10,802.00	YTD INVOICED			10,802.00	YTD PAID	1,365.00
119952 MALEK, FARSHID	116010	02/01/26		81281	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,573.00
	INVOICE: 8488								
VENDOR TOTALS			12,578.00	YTD INVOICED			12,578.00	YTD PAID	1,573.00
101822 MALONEY, KEVIN	116305	02/01/26		81282	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,070.00
	INVOICE: 10117								
	116306	02/01/26		81282	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,247.00
	INVOICE: 9435								
VENDOR TOTALS			18,416.00	YTD INVOICED			18,416.00	YTD PAID	2,317.00
124569 MANVIK REAL ESTATE LLC.	116203	02/01/26		81283	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,872.00
	INVOICE: 10815								
VENDOR TOTALS			7,488.00	YTD INVOICED			7,488.00	YTD PAID	1,872.00
120949 MAOR, NOAM	116009	02/01/26		81284	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,102.00
	INVOICE: 8323								
VENDOR TOTALS			8,816.00	YTD INVOICED			8,816.00	YTD PAID	1,102.00
115853 MARSELA DEVELOPMENT CORP.	116031	02/01/26		81285	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,525.00
	INVOICE: 9500								
VENDOR TOTALS			12,070.00	YTD INVOICED			12,070.00	YTD PAID	1,525.00
107637 MARSH, JAMES	116032	02/01/26		81286	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,935.00
	INVOICE: 9184								

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VENDOR TOTALS			15,380.00	YTD INVOICED			15,380.00	YTD PAID		1,935.00
124280	MASSIMO, DONALD									
	115922	02/01/26		81287	T	02/01/26	81544100 45904	HOUSING VOUCHER		2,458.00
	INVOICE: 10817									
VENDOR TOTALS			19,336.00	YTD INVOICED			19,336.00	YTD PAID		2,458.00
122935	MATTHEWS FAMILY LIVING TRUST									
	116036	02/01/26		81288	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,500.00
	INVOICE: 10636									
VENDOR TOTALS			12,000.00	YTD INVOICED			12,000.00	YTD PAID		1,500.00
121781	MEA PROPERTIES, LLC.									
	116401	02/01/26		81289	T	02/01/26	81544100 45904	HOUSING VOUCHER		822.00
	INVOICE: 8417									
VENDOR TOTALS			7,354.00	YTD INVOICED			7,354.00	YTD PAID		822.00
124375	MERINO, ALICIA MONIQUE									
	116195	02/01/26		81290	T	02/01/26	83440010 45904	HOUSING VOUCHER		23.00
	INVOICE: 10677-U									
VENDOR TOTALS			163.00	YTD INVOICED			163.00	YTD PAID		23.00
120580	MESA PARK SOUTH, LLC.									
	116037	02/01/26		81291	T	02/01/26	81544100 45904	HOUSING VOUCHER		631.00
	INVOICE: 9563									
	116038	02/01/26		81291	T	02/01/26	81544100 45904	HOUSING VOUCHER		877.00
	INVOICE: 9571									
VENDOR TOTALS			13,288.00	YTD INVOICED			13,288.00	YTD PAID		1,508.00
115116	MICHAEL, SAMIR									
	116039	02/01/26		81292	T	02/01/26	81544100 45904	HOUSING VOUCHER		2,494.00
	INVOICE: 10089									
	116040	02/01/26		81292	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,730.00
	INVOICE: 10300									
	116041	02/01/26		81292	T	02/01/26	81544100 45904	HOUSING VOUCHER		2,494.00
	INVOICE: 8632									
VENDOR TOTALS			53,435.00	YTD INVOICED			53,435.00	YTD PAID		6,718.00
104002	MINGO, WILLIAM & RUBY									
	116042	02/01/26		81293	T	02/01/26	81544100 45904	HOUSING VOUCHER		474.00
	INVOICE: 9771									
VENDOR TOTALS			11,781.00	YTD INVOICED			11,781.00	YTD PAID		474.00

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123677	MITTAL ASSETS, LP.								
	116362	02/01/26		81294	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,714.00
	INVOICE: 10839								
	116365	02/01/26		81294	T	02/01/26	82044100 45904	HOUSING VOUCHER	967.00
	INVOICE: 10859								
	116378	02/01/26		81294	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,371.00
	INVOICE: 4834								
	VENDOR TOTALS		31,326.00	YTD INVOICED			31,326.00	YTD PAID	4,052.00
123465	MITTAL LEGACY, LP.								
	116328	02/01/26		81295	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,316.00
	INVOICE: 10603								
	116358	02/01/26		81295	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,912.00
	INVOICE: 10808								
	VENDOR TOTALS		26,784.00	YTD INVOICED			26,784.00	YTD PAID	3,228.00
123111	ML-12020 GREVILLEA LLC								
	116043	02/01/26		81296	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,279.00
	INVOICE: 10039								
	VENDOR TOTALS		5,766.00	YTD INVOICED			5,766.00	YTD PAID	1,279.00
111620	MOBRICI, ALBERTO								
	115776	02/01/26		81297	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,196.00
	INVOICE: 10449								
	115777	02/01/26		81297	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,011.00
	INVOICE: 4684								
	VENDOR TOTALS		17,525.00	YTD INVOICED			17,525.00	YTD PAID	2,207.00
105400	MOGEL, JOSEPH								
	115978	02/01/26		81298	T	02/01/26	81544100 45904	HOUSING VOUCHER	972.00
	INVOICE: 9534								
	VENDOR TOTALS		7,800.00	YTD INVOICED			7,800.00	YTD PAID	972.00
112018	MONARK, LP								
	116044	02/01/26		81299	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,228.00
	INVOICE: 10732								
	116045	02/01/26		81299	T	02/01/26	84440010 45904	HOUSING VOUCHER	1,851.00
	INVOICE: 10752								
	VENDOR TOTALS		24,465.00	YTD INVOICED			24,465.00	YTD PAID	3,079.00
99468	MONGELLI, RICK								
	116106	02/01/26		81300	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE: 8707								

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VENDOR TOTALS			13,246.00	YTD INVOICED			13,246.00	YTD PAID		1,654.00
107461	MONICA WUERTH DAVIS									
	116402	02/01/26		81301	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,452.00
	INVOICE: 10043									
	116403	02/01/26		81301	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,190.00
	INVOICE: 10634									
VENDOR TOTALS			25,700.00	YTD INVOICED			25,700.00	YTD PAID		2,642.00
30143	MONUS, BELA C									
	116046	02/01/26		81302	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,941.00
	INVOICE: 10281									
	116047	02/01/26		81302	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,940.00
	INVOICE: 10493									
	116048	02/01/26		81302	T	02/01/26	81544100 45904	HOUSING VOUCHER		622.00
	INVOICE: 8113									
	116049	02/01/26		81302	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,536.00
	INVOICE: 8807									
	116050	02/01/26		81302	T	02/01/26	81544100 45904	HOUSING VOUCHER		2,464.00
	INVOICE: 9420									
VENDOR TOTALS			69,229.00	YTD INVOICED			69,229.00	YTD PAID		8,503.00
124510	MOODY, REGINA									
	116196	02/01/26		81303	T	02/01/26	81544100 45904	HOUSING VOUCHER		120.00
	INVOICE: 10518-U									
VENDOR TOTALS			4,320.00	YTD INVOICED			4,320.00	YTD PAID		120.00
124511	MOODY, ROZALIND									
	116197	02/01/26		81304	T	02/01/26	82044100 45904	HOUSING VOUCHER		79.00
	INVOICE: 10601-U									
VENDOR TOTALS			4,039.00	YTD INVOICED			4,039.00	YTD PAID		79.00
111172	MORA, RUBEN									
	116051	02/01/26		81305	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,726.00
	INVOICE: 4943									
VENDOR TOTALS			13,808.00	YTD INVOICED			13,808.00	YTD PAID		1,726.00
123963	MORAN, ALEX MILTON									
	116198	02/01/26		81306	T	02/01/26	82044100 45904	HOUSING VOUCHER		9.00
	INVOICE: 10785-U									
VENDOR TOTALS			72.00	YTD INVOICED			72.00	YTD PAID		9.00
123495	MOSCOL, JOANA MARIBEL									
	116343	02/01/26		81307	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,504.00

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INVOICE: 10741									
VENDOR TOTALS		12,188.00 YTD INVOICED		12,188.00 YTD PAID		1,504.00			
119610	MUNOZ, ERNESTO								
	115935	02/01/26		81308	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,519.00
INVOICE: 10102									
VENDOR TOTALS		11,882.00 YTD INVOICED		11,882.00 YTD PAID		1,519.00			
110239	NAGER, JAY								
	116052	02/01/26		81309	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,010.00
INVOICE: 9397									
VENDOR TOTALS		4,104.00 YTD INVOICED		4,104.00 YTD PAID		2,010.00			
116979	NATIONAL COMMUNITY RENAISSANCE								
	116053	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	641.00
INVOICE: 10259									
	116054	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,583.00
INVOICE: 10348									
	116055	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,700.00
INVOICE: 10816									
	116056	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,737.00
INVOICE: 4099									
	116057	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,475.00
INVOICE: 4247									
	116058	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,512.00
INVOICE: 8531									
	116059	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,628.00
INVOICE: 8563									
	116060	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	873.00
INVOICE: 8687									
	116061	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,643.00
INVOICE: 9312									
	116062	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	661.00
INVOICE: 9327									
	116063	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	393.00
INVOICE: 9337									
	116064	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	789.00
INVOICE: 9590									
	116065	02/01/26		81310	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,385.00
INVOICE: 9688									
VENDOR TOTALS		148,737.00 YTD INVOICED		148,737.00 YTD PAID		16,020.00			
124311	NEO STEPNEY LLC								
	116066	02/01/26		81311	T	02/01/26	81544100 45904	HOUSING VOUCHER	956.00
INVOICE: 10676									

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS			11,729.00	YTD INVOICED			11,729.00	YTD PAID		956.00
109774	NEVAREZ, JOSE									
	115975	02/01/26		81312	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,465.00
	INVOICE: 10696									
	115976	02/01/26		81312	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,091.00
	INVOICE: 10843									
VENDOR TOTALS			16,853.00	YTD INVOICED			16,853.00	YTD PAID		2,556.00
121197	NGUYEN, MAI									
	116026	02/01/26		81313	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,391.00
	INVOICE: 10375									
VENDOR TOTALS			13,468.00	YTD INVOICED			13,468.00	YTD PAID		1,391.00
120381	NGUYEN, STEVE									
	116143	02/01/26		81314	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,257.00
	INVOICE: 9047									
VENDOR TOTALS			10,028.00	YTD INVOICED			10,028.00	YTD PAID		1,257.00
109058	NOUH, JOSEPHINE									
	115980	02/01/26		81315	T	02/01/26	81544100 45904	HOUSING VOUCHER		278.00
	INVOICE: 8484									
VENDOR TOTALS			2,088.00	YTD INVOICED			2,088.00	YTD PAID		278.00
106411	NWOKO, JOHN									
	115971	02/01/26		81316	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,019.00
	INVOICE: 8869									
VENDOR TOTALS			8,152.00	YTD INVOICED			8,152.00	YTD PAID		1,019.00
121322	OKOBOH, SYLVANUS									
	116068	02/01/26		81317	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,374.00
	INVOICE: 10120									
	116069	02/01/26		81317	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,402.00
	INVOICE: 10809									
	116070	02/01/26		81317	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,131.00
	INVOICE: 9625									
VENDOR TOTALS			35,121.00	YTD INVOICED			35,121.00	YTD PAID		3,907.00
122967	OLIVARES, SAL									
	116007	02/01/26		81318	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,065.00
	INVOICE: 4755									
	116008	02/01/26		81318	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,616.00
	INVOICE: 4777									

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS			22,012.00	YTD INVOICED			22,012.00	YTD PAID		2,681.00
100096	ORANGE COUNTY HOUSING									
	116491	02/01/26		81319	T	02/01/26	81544100 45904	HOUSING VOUCHER		2,318.00
	INVOICE: 5048									
	116491	02/01/26		81319	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER		109.21
	INVOICE: 5048									
VENDOR TOTALS			2,427.21	YTD INVOICED			2,427.21	YTD PAID		2,427.21
120180	PARSLEY, LLC.									
	116406	02/01/26		81320	T	02/01/26	81544100 45904	HOUSING VOUCHER		926.00
	INVOICE: 10208									
	116407	02/01/26		81320	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,700.00
	INVOICE: 10608									
	116408	02/01/26		81320	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,413.00
	INVOICE: 9496									
	116409	02/01/26		81320	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,431.00
	INVOICE: 9987									
VENDOR TOTALS			45,022.00	YTD INVOICED			45,022.00	YTD PAID		5,470.00
123502	PAZZIA, JENNIFER									
	116231	02/01/26		81321	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,481.00
	INVOICE: 8976									
	116232	02/01/26		81321	T	02/01/26	81544100 45904	HOUSING VOUCHER		2,774.00
	INVOICE: 9258									
VENDOR TOTALS			32,380.00	YTD INVOICED			32,380.00	YTD PAID		4,255.00
102871	PETTWAY, VERRIE O.									
	116174	02/01/26		81322	T	02/01/26	81544100 45904	HOUSING VOUCHER		707.00
	INVOICE: 9583									
VENDOR TOTALS			4,594.00	YTD INVOICED			4,594.00	YTD PAID		707.00
114815	PINNACLE ACACIA LLC									
	116075	02/01/26		81323	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,594.00
	INVOICE: 5023									
	116076	02/01/26		81323	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,678.00
	INVOICE: 9180									
VENDOR TOTALS			26,017.00	YTD INVOICED			26,017.00	YTD PAID		3,272.00
120583	PINNACLE DOTY LLC.									
	116077	02/01/26		81324	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,683.00
	INVOICE: 10395									
	116078	02/01/26		81324	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,700.00
	INVOICE: 10399									
	116079	02/01/26		81324	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,648.00

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 9926									
VENDOR TOTALS		39,611.00 YTD INVOICED			39,611.00 YTD PAID			5,031.00	
118916	PINNACLE LEMOLI LLC.								
	116080	02/01/26		81325	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,598.00
INVOICE: 10367									
	116081	02/01/26		81325	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,670.00
INVOICE: 10431									
	116082	02/01/26		81325	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,192.00
INVOICE: 10473									
	116083	02/01/26		81325	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,627.00
INVOICE: 10476									
VENDOR TOTALS		48,586.00 YTD INVOICED			48,586.00 YTD PAID			6,087.00	
113548	POWELLS, TAURENCE KEVIN								
	116372	02/01/26		81326	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,670.00
INVOICE: 3304									
VENDOR TOTALS		13,060.00 YTD INVOICED			13,060.00 YTD PAID			1,670.00	
120470	POZZOULI FAMILY LLC.								
	116084	02/01/26		81327	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,174.00
INVOICE: 10238									
	116085	02/01/26		81327	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,007.00
INVOICE: 10278									
	116086	02/01/26		81327	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,077.00
INVOICE: 10303									
	116087	02/01/26		81327	T	02/01/26	81544100 45904	HOUSING VOUCHER	413.00
INVOICE: 10345									
	116088	02/01/26		81327	T	02/01/26	83440010 45904	HOUSING VOUCHER	787.00
INVOICE: 10742									
	116089	02/01/26		81327	T	02/01/26	81544100 45904	HOUSING VOUCHER	963.00
INVOICE: 4952									
	116090	02/01/26		81327	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,371.00
INVOICE: 6084									
	116091	02/01/26		81327	T	02/01/26	81544100 45904	HOUSING VOUCHER	865.00
INVOICE: 8878									
	116092	02/01/26		81327	T	02/01/26	81544100 45904	HOUSING VOUCHER	800.00
INVOICE: 9831									
	116093	02/01/26		81327	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,742.00
INVOICE: 9996									
VENDOR TOTALS		82,008.00 YTD INVOICED			82,008.00 YTD PAID			10,199.00	
121650	PRAIRIE RENTALS, LLC								
	116094	02/01/26		81328	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,440.00
INVOICE: 10398									

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
<b>VENDOR TOTALS</b>		11,942.00 YTD INVOICED		11,942.00 YTD PAID				1,440.00	
122042	PROFESSIONAL PROPERTY MANAGERS, INC.								
	116095	02/01/26		81329	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,290.00
	INVOICE: 10249								
	116096	02/01/26		81329	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,004.00
	INVOICE: 10602								
	116097	02/01/26		81329	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,546.00
	INVOICE: 10700								
	116098	02/01/26		81329	T	02/01/26	84440010 45904	HOUSING VOUCHER	1,989.00
	INVOICE: 10705								
	116099	02/01/26		81329	T	02/01/26	84440010 45904	HOUSING VOUCHER	1,362.00
	INVOICE: 10729								
	116100	02/01/26		81329	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,600.00
	INVOICE: 10738								
	116101	02/01/26		81329	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,548.00
	INVOICE: 10829								
	116102	02/01/26		81329	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,304.00
	INVOICE: 2525								
	116103	02/01/26		81329	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,234.00
	INVOICE: 6018								
<b>VENDOR TOTALS</b>		106,391.00 YTD INVOICED		106,391.00 YTD PAID				12,877.00	
123313	QUALITY DEVELOPMENT CORP.								
	115983	02/01/26		81330	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,037.00
	INVOICE: 2719								
	115984	02/01/26		81330	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,142.00
	INVOICE: 8955								
<b>VENDOR TOTALS</b>		16,808.00 YTD INVOICED		16,808.00 YTD PAID				2,179.00	
109045	QUERUBIN, JAMES & MYLENE								
	116104	02/01/26		81331	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,138.00
	INVOICE: 5037								
<b>VENDOR TOTALS</b>		8,351.00 YTD INVOICED		8,351.00 YTD PAID				1,138.00	
123704	R3 PROPERTIES 1 LLC								
	116313	02/01/26		81332	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,268.00
	INVOICE: 10181								
	116314	02/01/26		81332	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,223.00
	INVOICE: 10215								
	116322	02/01/26		81332	T	02/01/26	81544100 45904	HOUSING VOUCHER	304.00
	INVOICE: 10386								
	116337	02/01/26		81332	T	02/01/26	83440010 45904	HOUSING VOUCHER	1,025.00
	INVOICE: 10703								
	116342	02/01/26		81332	T	02/01/26	84440010 45904	HOUSING VOUCHER	1,320.00
	INVOICE: 10734								
	116370	02/01/26		81332	T	02/01/26	84440010 45904	HOUSING VOUCHER	855.00

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	INVOICE: 10878								
	116396	02/01/26		81332	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,418.00
	INVOICE: 9921								
VENDOR TOTALS			67,443.00	YTD INVOICED			67,443.00	YTD PAID	8,413.00
121412 RABNUB, LLC.									
	116105	02/01/26		81333	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,291.00
	INVOICE: 9251								
VENDOR TOTALS			10,216.00	YTD INVOICED			10,216.00	YTD PAID	1,291.00
123212 REAL PROPERTY MANAGEMENT INC.									
	116411	02/01/26		81334	T	02/01/26	83440010 45904	HOUSING VOUCHER	923.00
	INVOICE: 10682								
VENDOR TOTALS			7,384.00	YTD INVOICED			7,384.00	YTD PAID	923.00
114801 REAL, JOHN									
	116304	02/01/26		81335	T	02/01/26	81544100 45904	HOUSING VOUCHER	152.00
	INVOICE: 9939								
VENDOR TOTALS			1,216.00	YTD INVOICED			1,216.00	YTD PAID	152.00
123731 REED, LANCE									
	116348	02/01/26		81336	T	02/01/26	81544100 45904	HOUSING VOUCHER	515.00
	INVOICE: 10767								
VENDOR TOTALS			4,180.00	YTD INVOICED			4,180.00	YTD PAID	515.00
120283 RICKS, PATRICIA									
	116071	02/01/26		81337	T	02/01/26	81544100 45904	HOUSING VOUCHER	881.00
	INVOICE: 10552								
	116072	02/01/26		81337	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,042.00
	INVOICE: 10853								
	116073	02/01/26		81337	T	02/01/26	81544100 45904	HOUSING VOUCHER	815.00
	INVOICE: 5036								
	116074	02/01/26		81337	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,009.00
	INVOICE: 9451								
VENDOR TOTALS			31,252.00	YTD INVOICED			31,252.00	YTD PAID	3,747.00
120616 RIDGWAY, JR., WILLIAM									
	116345	02/01/26		81338	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,718.00
	INVOICE: 10754								
	116384	02/01/26		81338	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,603.00
	INVOICE: 8700								
	116395	02/01/26		81338	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,617.00
	INVOICE: 9823								

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VENDOR TOTALS			39,068.00	YTD INVOICED			39,068.00	YTD PAID		4,938.00
121872	RIVAS, JR., JOSE N. 115982 INVOICE: 10523	02/01/26		81339	T	02/01/26	81544100 45904	HOUSING VOUCHER		878.00
VENDOR TOTALS			7,024.00	YTD INVOICED			7,024.00	YTD PAID		878.00
119641	RIVERA, YOLY 116107 INVOICE: 10478	02/01/26		81340	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,301.00
VENDOR TOTALS			10,408.00	YTD INVOICED			10,408.00	YTD PAID		1,301.00
124267	ROPERIA, JITENDER S. 116111 INVOICE: 4701	02/01/26		81341	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,460.00
VENDOR TOTALS			10,903.00	YTD INVOICED			10,903.00	YTD PAID		1,460.00
121526	ROSALES PROPERTY INVESTMENTS INC. 116112 INVOICE: 8695	02/01/26		81342	T	02/01/26	81544100 45904	HOUSING VOUCHER		844.00
VENDOR TOTALS			6,800.00	YTD INVOICED			6,800.00	YTD PAID		844.00
104881	ROSENBERG, BARBARA 116340 INVOICE: 10717	02/01/26		81343	T	02/01/26	83440010 45904	HOUSING VOUCHER		1,550.00
VENDOR TOTALS			12,400.00	YTD INVOICED			12,400.00	YTD PAID		1,550.00
122999	ROSS MOORE REALTY INC 116413 INVOICE: 10708	02/01/26		81344	T	02/01/26	83440010 45904	HOUSING VOUCHER		1,424.00
VENDOR TOTALS			11,539.00	YTD INVOICED			11,539.00	YTD PAID		1,424.00
123211	ROULETTE, GAIL R. 116285 INVOICE: 4265	02/01/26		81345	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,208.00
VENDOR TOTALS			9,205.00	YTD INVOICED			9,205.00	YTD PAID		1,208.00
121988	ROUSSEVE, DARVI 116012 INVOICE: 8691	02/01/26		81346	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,649.00
VENDOR TOTALS			13,682.00	YTD INVOICED			13,682.00	YTD PAID		1,649.00

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123578 RT 2, LLC	116317	02/01/26		81347	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE: 10273								
VENDOR TOTALS			13,253.00	YTD INVOICED			13,253.00	YTD PAID	1,654.00
123903 SAINT DANIEL BUILDING LLC.	116377	02/01/26		81348	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,092.00
	INVOICE: 4798								
VENDOR TOTALS			8,736.00	YTD INVOICED			8,736.00	YTD PAID	1,092.00
123904 SAINT DAVID BUILDING LLC.	116388	02/01/26		81349	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE: 8980								
VENDOR TOTALS			13,625.00	YTD INVOICED			13,625.00	YTD PAID	1,654.00
119012 SAINT MARK PROPERTY LLC.	116117	02/01/26		81350	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,099.00
	INVOICE: 8265								
VENDOR TOTALS			9,060.00	YTD INVOICED			9,060.00	YTD PAID	1,099.00
109912 SALMERON, FAUSTINO & ARACELY	116118	02/01/26		81351	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,947.00
	INVOICE: 9666								
VENDOR TOTALS			15,576.00	YTD INVOICED			15,576.00	YTD PAID	1,947.00
102029 SAMIA, IMELDA	116006	02/01/26		81352	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,198.00
	INVOICE: 4133								
VENDOR TOTALS			9,370.00	YTD INVOICED			9,370.00	YTD PAID	1,198.00
115679 SAMMUT, TOM	116158	02/01/26		81353	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,012.00
	INVOICE: 9436								
VENDOR TOTALS			8,096.00	YTD INVOICED			8,096.00	YTD PAID	1,012.00
117370 SANCHEZ, MANUEL	116029	02/01/26		81354	T	02/01/26	81544100 45904	HOUSING VOUCHER	643.00
	INVOICE: 10379								
VENDOR TOTALS			5,008.00	YTD INVOICED			5,008.00	YTD PAID	643.00
111243 SANFORD, TERESA	116325	02/01/26		81355	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,858.00
	INVOICE: 10557								

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	116379	02/01/26		81355	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,162.00
	INVOICE: 8017								
	116392	02/01/26		81355	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,561.00
	INVOICE: 9551								
	VENDOR TOTALS		46,379.00	YTD INVOICED			46,379.00	YTD PAID	5,581.00
121206	SCOTT, FRED								
	116123	02/01/26		81356	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,378.00
	INVOICE: 10258								
	116124	02/01/26		81356	T	02/01/26	81544100 45904	HOUSING VOUCHER	627.00
	INVOICE: 10770								
	116125	02/01/26		81356	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,214.00
	INVOICE: 9998								
	VENDOR TOTALS		25,985.00	YTD INVOICED			25,985.00	YTD PAID	3,219.00
106104	SCOTT, FRED A. & EMMA L.								
	116126	02/01/26		81357	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,083.00
	INVOICE: 8030								
	VENDOR TOTALS		9,140.00	YTD INVOICED			9,140.00	YTD PAID	1,083.00
122385	SCROGGINS, FRANK								
	116127	02/01/26		81358	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,632.00
	INVOICE: 10546								
	VENDOR TOTALS		13,038.00	YTD INVOICED			13,038.00	YTD PAID	1,632.00
120252	SF KINGS TOWER PROPERTIES LLC.								
	116128	02/01/26		81359	T	02/01/26	82044100 45904	HOUSING VOUCHER	3,213.00
	INVOICE: 10763								
	116129	02/01/26		81359	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,226.00
	INVOICE: 7088								
	116130	02/01/26		81359	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,402.00
	INVOICE: 9453								
	VENDOR TOTALS		45,487.00	YTD INVOICED			45,487.00	YTD PAID	5,841.00
109678	SHEPHERD, DEREK								
	116024	02/01/26		81360	T	02/01/26	82044100 45904	HOUSING VOUCHER	2,289.00
	INVOICE: 10624								
	VENDOR TOTALS		18,312.00	YTD INVOICED			18,312.00	YTD PAID	2,289.00
121972	SHORE WEST PROPERTIES, LLC.								
	116131	02/01/26		81361	T	02/01/26	81544100 45904	HOUSING VOUCHER	544.00
	INVOICE: 10421								
	116132	02/01/26		81361	T	02/01/26	81544100 45904	HOUSING VOUCHER	947.00
	INVOICE: 8721								

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VENDOR TOTALS			26,540.00	YTD INVOICED			26,540.00	YTD PAID	1,491.00
119834 SHORTER, JEFFREY A.	116133	02/01/26		81362	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,552.00
	INVOICE: 4596								
VENDOR TOTALS			12,416.00	YTD INVOICED			12,416.00	YTD PAID	1,552.00
117711 SIMERAL, STEVE	116134	02/01/26		81363	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,443.00
	INVOICE: 10657								
	116135	02/01/26		81363	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,037.00
	INVOICE: 9533								
VENDOR TOTALS			27,868.00	YTD INVOICED			27,868.00	YTD PAID	3,480.00
124541 SINGLETON, EARNEST	116136	02/01/26		81364	T	02/01/26	81544100 45904	HOUSING VOUCHER	982.00
	INVOICE: 10439								
VENDOR TOTALS			5,688.00	YTD INVOICED			5,688.00	YTD PAID	982.00
111337 SMITH, VIOLA M.	116415	02/01/26		81365	T	02/01/26	84440010 45904	HOUSING VOUCHER	1,392.00
	INVOICE: 10721								
VENDOR TOTALS			11,040.00	YTD INVOICED			11,040.00	YTD PAID	1,392.00
123703 SMR 1 LLC	116327	02/01/26		81366	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,327.00
	INVOICE: 10594								
VENDOR TOTALS			10,634.00	YTD INVOICED			10,634.00	YTD PAID	1,327.00
104618 SOTO, RUTH	116116	02/01/26		81367	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE: 8978								
VENDOR TOTALS			13,253.00	YTD INVOICED			13,253.00	YTD PAID	1,654.00
93156 SOUTH BAY SENIOR HOUSING CORP.	116137	02/01/26		81368	T	02/01/26	81544100 45904	HOUSING VOUCHER	869.00
	INVOICE: 10445								
VENDOR TOTALS			6,937.00	YTD INVOICED			6,937.00	YTD PAID	869.00
117710 SOUTHERN NEVADA REGIONAL	115729	02/01/26		81369	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	97.55
	INVOICE: 10768								
	116138	02/01/26		81369	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,016.00

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 10768									
VENDOR TOTALS		25,116.60 YTD INVOICED		25,116.60 YTD PAID		2,113.55			
123779	STANDIFER SR, DELBERT								
	116350	02/01/26		81370	T	02/01/26	82044100 45904	HOUSING VOUCHER	2,155.00
INVOICE: 10773									
	116360	02/01/26		81370	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,371.00
INVOICE: 10814									
VENDOR TOTALS		28,200.00 YTD INVOICED		28,200.00 YTD PAID		3,526.00			
103194	STEPHENSON, RUDDIE L.								
	116139	02/01/26		81371	T	02/01/26	81544100 45904	HOUSING VOUCHER	890.00
INVOICE: 10359									
	116140	02/01/26		81371	T	02/01/26	81544100 45904	HOUSING VOUCHER	521.00
INVOICE: 3480									
VENDOR TOTALS		14,118.00 YTD INVOICED		14,118.00 YTD PAID		1,411.00			
116817	SUKARTO, NANY								
	116144	02/01/26		81372	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,153.00
INVOICE: 8867									
	116145	02/01/26		81372	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,152.00
INVOICE: 8939									
VENDOR TOTALS		44,954.00 YTD INVOICED		44,954.00 YTD PAID		4,305.00			
124386	SULLIVAN, TERENCE								
	116146	02/01/26		81373	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,250.00
INVOICE: 9482									
VENDOR TOTALS		17,801.00 YTD INVOICED		17,801.00 YTD PAID		2,250.00			
123758	TAYLOR, CLAUDETTE L.								
	116347	02/01/26		81374	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,642.00
INVOICE: 10766									
VENDOR TOTALS		13,061.00 YTD INVOICED		13,061.00 YTD PAID		1,642.00			
105118	TED KOLBY REVOCABLE TRUST DATED JULY 9, 2020								
	116410	02/01/26		81375	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,103.00
INVOICE: 9342									
VENDOR TOTALS		10,224.00 YTD INVOICED		10,224.00 YTD PAID		1,103.00			
119666	THE MONTECITO APTS. INVESTMENT, LP								
	116149	02/01/26		81376	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,542.00
INVOICE: 4754									
	116150	02/01/26		81376	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,648.00
INVOICE: 5024									

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS			25,562.00	YTD INVOICED			25,562.00	YTD PAID		3,190.00
124274	THE PALMS AT 120TH STREET LP									
	116151	02/01/26		81377	T	02/01/26	81544100 45904	HOUSING VOUCHER		891.00
	INVOICE: 10858									
VENDOR TOTALS			7,128.00	YTD INVOICED			7,128.00	YTD PAID		891.00
119883	TARLOW, MARVIN									
	116152	02/01/26		81378	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,107.00
	INVOICE: 10099									
VENDOR TOTALS			8,891.00	YTD INVOICED			8,891.00	YTD PAID		1,107.00
124500	THIERRY, ALBERT									
	116153	02/01/26		81379	T	02/01/26	81544100 45904	HOUSING VOUCHER		770.00
	INVOICE: 9954									
VENDOR TOTALS			5,440.00	YTD INVOICED			5,440.00	YTD PAID		770.00
122416	THREE RAINBOWS LLC.									
	114155	01/01/26		81380	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,596.00
	INVOICE: 10547									
	114156	01/01/26		81380	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,626.00
	INVOICE: 9038									
	114662	11/01/25		81380	T	02/01/26	81544100 45904	HOUSING VOUCHER		-2,060.00
	INVOICE: 10830-D									
	114668	12/01/25		81380	T	02/01/26	81544100 45904	HOUSING VOUCHER		-2,060.00
	INVOICE: 10830-D									
	116154	02/01/26		81380	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,596.00
	INVOICE: 10547									
	116155	02/01/26		81380	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,626.00
	INVOICE: 9038									
VENDOR TOTALS			34,668.00	YTD INVOICED			34,668.00	YTD PAID		2,324.00
113165	TOBAR, LUIS									
	116156	02/01/26		81381	T	02/01/26	81544100 45904	HOUSING VOUCHER		548.00
	INVOICE: 10596									
VENDOR TOTALS			3,920.00	YTD INVOICED			3,920.00	YTD PAID		548.00
122711	TOMI LYNN KATZ FAMILY TRUST									
	116159	02/01/26		81382	T	02/01/26	81544100 45904	HOUSING VOUCHER		1,303.00
	INVOICE: 10512									
	116160	02/01/26		81382	T	02/01/26	82044100 45904	HOUSING VOUCHER		2,976.00
	INVOICE: 10664									
VENDOR TOTALS			33,300.00	YTD INVOICED			33,300.00	YTD PAID		4,279.00

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
115015 TOWNSEND, LATANYA	116161	02/01/26		81383	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,389.00
	INVOICE: 10079								
	116162	02/01/26		81383	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,164.00
	INVOICE: 9332								
VENDOR TOTALS			21,059.00	YTD INVOICED			21,059.00	YTD PAID	2,553.00
119386 TRAN, TRINH	116166	02/01/26		81384	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,210.00
	INVOICE: 10368								
	116167	02/01/26		81384	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,445.00
	INVOICE: 8934								
VENDOR TOTALS			21,240.00	YTD INVOICED			21,240.00	YTD PAID	2,655.00
124310 TRIFECTA CALIFORNIA PROPERTIES, LLC.	116163	02/01/26		81385	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,826.00
	INVOICE: 10739								
	116164	02/01/26		81385	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,004.00
	INVOICE: 8855								
	116165	02/01/26		81385	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,568.00
	INVOICE: 9610								
VENDOR TOTALS			44,285.00	YTD INVOICED			44,285.00	YTD PAID	4,398.00
124294 TRINITY MANAGEMENT INC.	116168	02/01/26		81386	T	02/01/26	81544100 45904	HOUSING VOUCHER	446.00
	INVOICE: 10362								
	116169	02/01/26		81386	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,357.00
	INVOICE: 3849								
	116170	02/01/26		81386	T	02/01/26	81544100 45904	HOUSING VOUCHER	623.00
	INVOICE: 4786								
	116171	02/01/26		81386	T	02/01/26	81544100 45904	HOUSING VOUCHER	388.00
	INVOICE: 4885								
VENDOR TOTALS			18,923.00	YTD INVOICED			18,923.00	YTD PAID	2,814.00
109127 TRUJILLO, DANIEL	115908	02/01/26		81387	T	02/01/26	81544100 45904	HOUSING VOUCHER	195.00
	INVOICE: 8460								
VENDOR TOTALS			1,112.00	YTD INVOICED			1,112.00	YTD PAID	195.00
123667 TRUONG, NICOLE	116390	02/01/26		81388	T	02/01/26	81544100 45904	HOUSING VOUCHER	155.00
	INVOICE: 9338								
VENDOR TOTALS			4,523.00	YTD INVOICED			4,523.00	YTD PAID	155.00
103619 TUCKER, LENVILLE H.									

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	116172	02/01/26		81389	T	02/01/26	82044100 45904	HOUSING VOUCHER	2,317.00
	INVOICE: 10536								
	116173	02/01/26		81389	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,654.00
	INVOICE: 7040								
VENDOR TOTALS			30,263.00	YTD INVOICED			30,263.00	YTD PAID	3,971.00
107689	UMUKORO, JAMES								
	116417	02/01/26		81390	T	02/01/26	82044100 45904	HOUSING VOUCHER	949.00
	INVOICE: 10450								
	116418	02/01/26		81390	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,797.00
	INVOICE: 10590								
	116419	02/01/26		81390	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,912.00
	INVOICE: 10800								
	116420	02/01/26		81390	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,555.00
	INVOICE: 10810								
	116421	02/01/26		81390	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,289.00
	INVOICE: 10821								
	116422	02/01/26		81390	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,733.00
	INVOICE: 8462								
VENDOR TOTALS			88,325.00	YTD INVOICED			88,325.00	YTD PAID	10,235.00
123449	VELASQUEZ, ROBERTO								
	116371	02/01/26		81391	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,189.00
	INVOICE: 3157								
VENDOR TOTALS			9,512.00	YTD INVOICED			9,512.00	YTD PAID	1,189.00
123143	VIDJAK, FRANK V.								
	116386	02/01/26		81392	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,385.00
	INVOICE: 8812								
VENDOR TOTALS			10,184.00	YTD INVOICED			10,184.00	YTD PAID	1,385.00
116891	VISCOT VENTURES, LLC								
	116423	02/01/26		81393	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,158.00
	INVOICE: 9681								
VENDOR TOTALS			9,054.00	YTD INVOICED			9,054.00	YTD PAID	1,158.00
123979	WALKER, JENNIFER LEIGH								
	116200	02/01/26		81394	T	02/01/26	81544100 45904	HOUSING VOUCHER	241.00
	INVOICE: 10756U								
VENDOR TOTALS			1,928.00	YTD INVOICED			1,928.00	YTD PAID	241.00
110341	WALTER, MELVIN E.								
	116176	02/01/26		81395	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,486.00
	INVOICE: 10233								
	116177	02/01/26		81395	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,775.00

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 10400								
	116178	02/01/26		81395	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,190.00
	INVOICE: 10855								
	VENDOR TOTALS		39,326.00	YTD INVOICED			39,326.00	YTD PAID	5,451.00
107712	WARD, JULIUS								
	116002	02/01/26		81396	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,585.00
	INVOICE: 10771								
	116003	02/01/26		81396	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,642.00
	INVOICE: 10772								
	VENDOR TOTALS		24,742.00	YTD INVOICED			24,742.00	YTD PAID	3,227.00
100596	WATSON, HUBERT								
	116179	02/01/26		81397	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,239.00
	INVOICE: 10358								
	116180	02/01/26		81397	T	02/01/26	81544100 45904	HOUSING VOUCHER	707.00
	INVOICE: 10462								
	116181	02/01/26		81397	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,454.00
	INVOICE: 10648								
	116182	02/01/26		81397	T	02/01/26	83440010 45904	HOUSING VOUCHER	834.00
	INVOICE: 10728								
	116183	02/01/26		81397	T	02/01/26	84440010 45904	HOUSING VOUCHER	1,759.00
	INVOICE: 10757								
	116184	02/01/26		81397	T	02/01/26	82044100 45904	HOUSING VOUCHER	2,248.00
	INVOICE: 10761								
	116185	02/01/26		81397	T	02/01/26	82044100 45904	HOUSING VOUCHER	941.00
	INVOICE: 9106								
	VENDOR TOTALS		72,085.00	YTD INVOICED			72,085.00	YTD PAID	9,182.00
123246	WEIR, JONATHAN								
	116387	02/01/26		81398	T	02/01/26	81544100 45904	HOUSING VOUCHER	638.00
	INVOICE: 8824								
	VENDOR TOTALS		5,104.00	YTD INVOICED			5,104.00	YTD PAID	638.00
121311	WHITE, FREDDIE								
	116186	02/01/26		81399	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,061.00
	INVOICE: 5094								
	VENDOR TOTALS		8,488.00	YTD INVOICED			8,488.00	YTD PAID	1,061.00
107451	WIJESIRIWARDENA, LASANTHA								
	115995	02/01/26		81400	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,319.00
	INVOICE: 8899								
	VENDOR TOTALS		10,156.00	YTD INVOICED			10,156.00	YTD PAID	1,319.00
121801	WILLIAMS, MARSHALL								

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	116034	02/01/26		81401	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,399.00
	INVOICE: 9067								
VENDOR TOTALS			11,101.00	YTD INVOICED			11,101.00	YTD PAID	1,399.00
124526 WILLIAMS, TY'QUWISHA	116202	02/01/26		81402	T	02/01/26	81544100 45904	HOUSING VOUCHER	25.00
	INVOICE: 10644-U								
VENDOR TOTALS			322.00	YTD INVOICED			322.00	YTD PAID	25.00
111459 WILSON, TERI	116424	02/01/26		81403	T	02/01/26	81544100 45904	HOUSING VOUCHER	780.00
	INVOICE: 10475								
	116425	02/01/26		81403	T	02/01/26	82044100 45904	HOUSING VOUCHER	1,495.00
	INVOICE: 4541								
VENDOR TOTALS			21,071.00	YTD INVOICED			21,071.00	YTD PAID	2,275.00
108377 WRIGHT, PAMELA D.	116187	02/01/26		81404	T	02/01/26	84440010 45904	HOUSING VOUCHER	1,396.00
	INVOICE: 10746								
	116188	02/01/26		81404	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,049.00
	INVOICE: 8234								
VENDOR TOTALS			19,560.00	YTD INVOICED			19,560.00	YTD PAID	2,445.00
110909 WYNNE, MARJORIE	116030	02/01/26		81405	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,749.00
	INVOICE: 8332								
VENDOR TOTALS			22,762.00	YTD INVOICED			22,762.00	YTD PAID	1,749.00
124279 11651 - 11652 YORK AVENUE, LLC.	116005	02/01/26		81406	T	02/01/26	81544100 45904	HOUSING VOUCHER	956.00
	INVOICE: 10822								
VENDOR TOTALS			6,988.00	YTD INVOICED			6,988.00	YTD PAID	956.00
123707 YORK ROSE LLC	116344	02/01/26		81407	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,351.00
	INVOICE: 10745								
	116382	02/01/26		81407	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,924.00
	INVOICE: 8422								
VENDOR TOTALS			25,045.00	YTD INVOICED			25,045.00	YTD PAID	3,275.00
91877 ZAPF (12318 BIRCH AVE), RODNEY	116109	02/01/26		81408	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,532.00
	INVOICE: 10656								

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VENDOR NAME DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		12,628.00	YTD INVOICED		12,628.00	YTD PAID		1,532.00
115662 ZAPF (12726 TRURO), ROD 116110 02/01/26 INVOICE: 9963			81409	T	02/01/26	81544100 45904	HOUSING VOUCHER	950.00
VENDOR TOTALS		7,600.00	YTD INVOICED		7,600.00	YTD PAID		950.00
REPORT TOTALS								944,631.53

	COUNT	AMOUNT
TOTAL EFT TRANSFERS	322	944,631.53

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
97386 ANASTASI CONSTRUCTION COMPANY, INC.	116522	01/01/26		81410	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,264.00
	INVOICE:	8743-1							
VENDOR TOTALS			84,848.00	YTD INVOICED			84,848.00	YTD PAID	1,264.00
121048 CERISE INVESTMENT CO., LLC.	116512	12/01/25		81411	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,066.00
	INVOICE:	9642-1							
VENDOR TOTALS			363,772.00	YTD INVOICED			363,772.00	YTD PAID	1,066.00
121492 CHADRON TERRACE, LLC.	116523	01/01/26		81412	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,033.00
	INVOICE:	10570-1							
VENDOR TOTALS			397,524.00	YTD INVOICED			397,524.00	YTD PAID	1,033.00
103417 CITY OF INGLEWOOD	116426	09/01/25		81413	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,410.00
	INVOICE:	9359-1							
116426	09/01/25			81413	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	110.42
	INVOICE:	9359-1							
116504	10/01/25			81413	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,843.00
	INVOICE:	10762-1							
116504	10/01/25			81413	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
	INVOICE:	10762-1							
116506	10/01/25			81413	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,700.00
	INVOICE:	9359-1							
116506	10/01/25			81413	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
	INVOICE:	9359-1							
116508	11/01/25			81413	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,843.00
	INVOICE:	10762-1							
116508	11/01/25			81413	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
	INVOICE:	10762-1							
116509	11/01/25			81413	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,700.00
	INVOICE:	9359-1							
116509	11/01/25			81413	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
	INVOICE:	9359-1							
116516	12/01/25			81413	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,843.00
	INVOICE:	10762-1							
116516	12/01/25			81413	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
	INVOICE:	10762-1							
116517	12/01/25			81413	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,700.00
	INVOICE:	9359-1							
116517	12/01/25			81413	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
	INVOICE:	9359-1							
116524	01/01/26			81413	T	02/01/26	81544100 45904	HOUSING VOUCHER	849.00
	INVOICE:	10762-1							

PAID INVOICES REPORT

CHECK: H020126X

TO FISCAL 2026/08 07/01/2025 TO 06/30/2026

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS			132,595.44	YTD INVOICED			132,595.44	YTD PAID		13,653.68
108869	COMPTON HOUSING AUTHORITY									
	116507	11/01/25		81414	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER		5.58
	INVOICE: 10550-1									
	116525	01/01/26		81414	T	02/01/26	81544100 45904	HOUSING VOUCHER		24.00
	INVOICE: 10550-1									
VENDOR TOTALS			14,144.48	YTD INVOICED			14,144.48	YTD PAID		29.58
99701	DALY, JOHN									
	116533	01/01/26		81415	T	02/01/26	81544100 45904	HOUSING VOUCHER		2,117.00
	INVOICE: 8559-1									
VENDOR TOTALS			38,277.00	YTD INVOICED			38,277.00	YTD PAID		2,117.00
110168	DAVES-HOLMES, LULA									
	116526	01/01/26		81416	T	02/01/26	81544100 45904	HOUSING VOUCHER		833.00
	INVOICE: 3966-1									
VENDOR TOTALS			75,705.00	YTD INVOICED			75,705.00	YTD PAID		833.00
119601	EQUITY HOLDINGS, LLC.									
	116532	01/01/26		81417	T	02/01/26	83440010 45904	HOUSING VOUCHER		12.00
	INVOICE: 10710-1									
VENDOR TOTALS			50,446.00	YTD INVOICED			50,446.00	YTD PAID		12.00
124278	EXILES LLC.									
	116510	11/01/25		81418	T	02/01/26	81544100 45904	HOUSING VOUCHER		308.00
	INVOICE: 10820-1									
VENDOR TOTALS			11,963.00	YTD INVOICED			11,963.00	YTD PAID		308.00
122420	FLOYD JR., KING S.									
	116513	12/01/25		81419	T	02/01/26	82044100 45904	HOUSING VOUCHER		1,888.00
	INVOICE: 10555-1									
	116527	01/01/26		81419	T	02/01/26	82044100 45904	HOUSING VOUCHER		1,888.00
	INVOICE: 10555-1									
VENDOR TOTALS			14,944.00	YTD INVOICED			14,944.00	YTD PAID		3,776.00
123316	LING, PAUL SIONG KUONG									
	116531	01/01/26		81420	T	02/01/26	81544100 45904	HOUSING VOUCHER		121.00
	INVOICE: 4974-1									
VENDOR TOTALS			26,366.00	YTD INVOICED			26,366.00	YTD PAID		121.00
107461	MONICA WUERTH DAVIS									
	116515	12/01/25		81421	T	02/01/26	84440010 45904	HOUSING VOUCHER		1,132.00

PAID INVOICES REPORT

CHECK: H020126X

TO FISCAL 2026/08 07/01/2025 TO 06/30/2026

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 10747-1								
	116534	01/01/26		81421	T	02/01/26	84440010 45904	HOUSING VOUCHER	1,207.00
	INVOICE: 10747-1								
	VENDOR TOTALS		28,039.00	YTD INVOICED			28,039.00	YTD PAID	2,339.00
110239	NAGER, JAY								
	116528	01/01/26		81422	T	02/01/26	81544100 45904	HOUSING VOUCHER	1,716.00
	INVOICE: 9397-1								
	VENDOR TOTALS		5,820.00	YTD INVOICED			5,820.00	YTD PAID	1,716.00
100096	ORANGE COUNTY HOUSING								
	116503	10/01/25		81423	T	02/01/26	81544100 45904	HOUSING VOUCHER	150.00
	INVOICE: 5048-1								
	116511	11/01/25		81423	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,312.00
	INVOICE: 5048-1								
	116511	11/01/25		81423	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
	INVOICE: 5048-1								
	116518	12/01/25		81423	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,312.00
	INVOICE: 5048-1								
	116518	12/01/25		81423	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
	INVOICE: 5048-1								
	116535	01/01/26		81423	T	02/01/26	81544100 45904	HOUSING VOUCHER	2,312.00
	INVOICE: 5048-1								
	116535	01/01/26		81423	T	02/01/26	81044010 45944	ADMIN FEES PAID - VOUCHER	109.21
	INVOICE: 5048-1								
	VENDOR TOTALS		9,840.84	YTD INVOICED			9,840.84	YTD PAID	7,413.63
121206	SCOTT, FRED								
	116514	12/01/25		81424	T	02/01/26	81544100 45904	HOUSING VOUCHER	56.00
	INVOICE: 10770-1								
	116529	01/01/26		81424	T	02/01/26	81544100 45904	HOUSING VOUCHER	56.00
	INVOICE: 10770-1								
	VENDOR TOTALS		26,097.00	YTD INVOICED			26,097.00	YTD PAID	112.00
123779	STANDIFER SR, DELBERT								
	116505	10/01/25		81425	T	02/01/26	81544100 45904	HOUSING VOUCHER	298.00
	INVOICE: 10814-1								
	VENDOR TOTALS		28,498.00	YTD INVOICED			28,498.00	YTD PAID	298.00
113165	TOBAR, LUIS								
	116530	01/01/26		81426	T	02/01/26	81544100 45904	HOUSING VOUCHER	548.00
	INVOICE: 10596-1								
	VENDOR TOTALS		4,468.00	YTD INVOICED			4,468.00	YTD PAID	548.00
								REPORT TOTALS	36,639.89

PAID INVOICES REPORT

CHECK: H020126X

TO FISCAL 2026/08 07/01/2025 TO 06/30/2026

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION
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TOTAL EFT TRANSFERS	COUNT	AMOUNT
	17	36,639.89

\*\* END OF REPORT - Generated by Shuntell Dixon \*\*

# CITY OF HAWTHORNE

FOR THE MEETING OF JANUARY 27, 2026

ORIGINATING DEPARTMENT: FINANCE

The City Treasurer submits the following Asset Forfeiture Warrants for your approval:

<u>Date</u>	<u>Warrant #s</u>		<u>Warrant type</u>	<u>Total \$</u>
	<u>Start</u>	<u>Ending</u>		
1/27/25	11110	11115	ASSET FORFEITURE	71,840.50
1/27/26	11116	11118	ASSET FORFEITURE	71,570.91
<b>* Emergency Issue - for ratification only</b>				<u>143,411.41</u>

State of California, County of Los Angeles SS:

The foregoing claims/demands/warrants have been filed with me; each one bearing an endorsement of the officer or employee of the department, requiring same, that the price is correct.

\_\_\_\_\_

City Treasurer

\_\_\_\_\_

City Clerk

**PAID INVOICES REPORT**

CHECK: AJ012726

TO FISCAL 2026/07 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
124659 3SI SECURITY SYSTEMS, INC.	115293	12/09/25		11110	T	01/27/26	22210010 47404	MACHINERY & EQUIPMENT	745.88
	INVOICE: INV1351830								
VENDOR TOTALS			745.88	YTD INVOICED			745.88	YTD PAID	745.88
123797 AMBERBOX, INC.	115522	12/17/25	3151	11111	T	01/27/26	22210010 40514	CONTRACT SERVICES	24,999.00
	INVOICE: INV-2858								
VENDOR TOTALS			37,279.00	YTD INVOICED			73,442.00	YTD PAID	24,999.00
108908 AXON ENTERPRISE, INC.	115605	11/20/25	3111	11112	T	01/27/26	22210010 40514	CONTRACT SERVICES	6,557.72
	INVOICE: INUS398086								
VENDOR TOTALS			234,367.92	YTD INVOICED			492,918.19	YTD PAID	6,557.72
124016 EGM FLYING SERVICES	115291	01/01/26		11113	T	01/27/26	22210010 40514	CONTRACT SERVICES	3,500.00
	INVOICE: 0020								
VENDOR TOTALS			21,245.00	YTD INVOICED			45,850.00	YTD PAID	3,500.00
124328 ENTERPRISE FLEET MANAGEMENT INC.	115294	12/03/25	2721	11114	T	01/27/26	22210010 47404	MACHINERY & EQUIPMENT	5,913.40
	INVOICE: 464335-120325								
	115521	01/06/26	2721	11114	T	01/27/26	22210010 47404	MACHINERY & EQUIPMENT	5,374.50
	INVOICE: 464335-010626								
VENDOR TOTALS			50,865.82	YTD INVOICED			66,389.54	YTD PAID	11,287.90
124654 PROALIGN LLC	115543	01/08/26	3140	11115	T	01/27/26	22210010 40514	CONTRACT SERVICES	24,750.00
	INVOICE: 24194								
VENDOR TOTALS			24,750.00	YTD INVOICED			24,750.00	YTD PAID	24,750.00
REPORT TOTALS									71,840.50

	COUNT	AMOUNT
TOTAL EFT TRANSFERS	6	71,840.50

\*\* END OF REPORT - Generated by Shuntell Dixon \*\*

**PAID INVOICES REPORT**

CHECK: AT012726

TO FISCAL 2026/07 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
117149 ADVANCED AIR, LLC.	115528	01/08/26	2937	11116	T	01/27/26	23002244 45144	GASOLINE & OIL	3,108.33
	INVOICE: December 2026								
VENDOR TOTALS			19,425.33	YTD INVOICED			44,976.85	YTD PAID	3,108.33
124321 US BANK NATIONAL ASSOCIATION	115525	12/19/25		11117	T	01/27/26	23002244 45144	GASOLINE & OIL	96.95
	INVOICE: 551156411								
	115526	01/09/26		11117	T	01/27/26	23002244 45144	GASOLINE & OIL	494.30
	INVOICE: 60274280								
VENDOR TOTALS			3,227.78	YTD INVOICED			4,137.80	YTD PAID	591.25
123899 M & S AIR SUPPLY, INC.	115297	12/31/25	2933	11118	T	01/27/26	23002244 42014	REPAIR & MAINTENANCE SUPP	2,496.33
	INVOICE: 19783								
	115527	12/09/25	2933	11118	T	01/27/26	23002244 42014	REPAIR & MAINTENANCE SUPP	65,375.00
	INVOICE: 19751								
VENDOR TOTALS			106,395.07	YTD INVOICED			122,018.73	YTD PAID	67,871.33
								REPORT TOTALS	71,570.91

	COUNT	AMOUNT
TOTAL EFT TRANSFERS	3	71,570.91

\*\* END OF REPORT - Generated by Shunte11 Dixon \*\*



## AGENDA ITEM NO. 5.

### CITY OF HAWTHORNE

#### City Council

#### AGENDA BILL

For the meeting of 01/27/2026

Originating Department: Public Works

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#### **City Manager: Department Head:**

#### **SUBJECT:**

RESOLUTION NO. 8577 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE BALDWIN HILLS CONSERVANCY FOR PROPOSITION 1 FUNDING FOR CITY YARD PROJECT.

#### **RECOMMENDED MOTION:**

Staff recommends that the City Council approve Resolution No. 8577.

#### **DISCUSSION:**

The Baldwin Hills & Urban Watersheds Conservancy is an independent State agency within the Natural Resources Agency of the State of California. State law established the Conservancy in 2000.

The Water Quality, Supply, and Infrastructure Improvement Act of 2014 ("Proposition 1") was approved by voters in November 2014. Proposition 1 is codified as Division 26.7 of the California Water Code. The purposes of Proposition 1 include generating funding to address water quality, water supply, and watershed protection and restoration. Chapter 6 of Proposition 1 allocates \$10 million to the Conservancy for competitive grants for multi-benefit ecosystem and watershed protection and restoration projects, per Water Code Section 79731(a).

As part of the grant application process, the City must obtain authorization from the City Council in the form of a signed resolution. The authorizing resolution certifies the City will abide by the terms and conditions of the grant funds and delegates authority to the Public Works Manager to conduct all negotiations and execute and submit all documents.

This project involves the treatment of stormwater from the new City Yard. As required by the State of California, the first flush of stormwater will be treated using a nature-based treatment system to remove pollutants prior to discharge into the storm drain system. The total cost of the project, including a 5% contingency, is estimated to be \$525,000. The City is requesting \$375,000 from Proposition 1 funds and the City will be paying the balance of \$150,000. The proposed start date for the project is April 2026, and it will end by June 30, 2026.

#### **ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

If awarded, the grant will be used to aid in treatment of stormwater from the new City Yard.

#### **FISCAL IMPACT:**

None.

#### **NOTICING PROCEDURE:**

72 hours posted notice pursuant to the Ralph M. Brown Act

**ATTACHMENTS**

Resolution 8577

Grant Application

**RESOLUTION NO. 8577**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE BALDWIN HILLS CONSERVANCY FOR PROPOSITION 1 FUNDING FOR CITY YARD PROJECT**

**WHEREAS**, voters of California passed the California Water Quality, Supply, and Infrastructure Improvement Act of 2014. The State Legislature has appropriated funds to the BHC for capital outlay and local assistance projects within the territory. Funds are to be awarded for reduction of pollution or contamination of rivers, lakes, streams, or coastal waters, and protection or restoration of natural system functions that contribute to water supply, water quality, or flood management consistent with the statute creating the Baldwin Hills Conservancy (BHC); and

**WHEREAS**, the Baldwin Hills Conservancy has set forth the necessary procedures governing application for grant funds under the Proposition; and

**WHEREAS**, the Conservancy's procedures require City of Hawthorne to certify, by resolution, the approval of the application before submission of said application(s) to the Conservancy; and

**WHEREAS**, said application contains assurances that City of Hawthorne must comply with; and

**WHEREAS**, City of Hawthorne will enter into an Agreement with the Conservancy to provide funds for acquisition and development projects.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWTHORNE HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

**SECTION 1.** Approves the filing of an application with the Baldwin Hills Conservancy for Proposition 1 Funds for the above project.

**SECTION 2.** Certifies that City of Hawthorne understands the assurances and certification in the application form.

**SECTION 3.** Certifies that City of Hawthorne will be responsible for the operation and maintenance of the project in perpetuity; including, but not limited to land acquisitions, capital improvement projects, and intellectual property-related deliverables (i.e. web-based content).

**SECTION 4.** Certifies that City of Hawthorne has, or will have, sufficient funds to operate and maintain the project in perpetuity; or has the right to assign maintenance to another agency.

**SECTION 5.** Appoints the City of Hawthorne City Manager or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Hawthorne, State of California this 27<sup>th</sup> day of January, 2026.

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**ALEX VARGAS, Mayor**  
**City of Hawthorne, California**

**ATTEST:**

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**DAYNA WILLIAMS-HUNTER, City Clerk**  
**City of Hawthorne, California**

**APPROVED AS TO FORM:**

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**DAVID CACERES, Interim City Attorney**  
**City of Hawthorne, California**



**Proposition 1 GRANT APPLICATION**

**CONTACT INFO**

<b>Organization</b>	City of Hawthorne		
<b>Contact Person</b>	David Esfandi	<b>Email</b>	mesfandi@cityof Hawthorne.org
<b>Phone</b>	(310) 349-2984	<b>Fax</b>	(310) 978-9862
<b>Address</b>	4455 W. 126 <sup>th</sup> Street, Hawthorne, CA 90250		

**PROJECT INFO**

<b>Project Name</b>	City of Hawthorne City Yard Low Impact Development (LID) (24-02)		
<b>Summary</b>	1 <sup>st</sup> Flush of stormwater is treated using Nature Based Treatment system to remove all the pollutants before discharge of the stormwater into the Storm Drain System		
<b>Total Project Cost</b>	\$525,0000.00	<b>Amount Requested</b>	\$375,000.00
<b>Start Date</b>	April 2026	<b>End Date</b>	June 2026
<b>Acres</b>		<b>Trail Miles</b>	
		<b>APNs (Acquisition Only)</b>	

**LOCATION INFO**

<b>County</b>	Los Angeles	<b>Specific Location</b>	12613 Doty Ave, Hawthorne, CA 90250
<b>Latitude</b>	33.917694	<b>Longitude</b>	-118.339912

**ELECTED OFFICIALS**

Districts	Number(s)	Name(s)
State Senate	35	Senator Laura Richardson
State Assembly	61	Assembly Member Tina Mckinnor
Congressional	43	Maxine Waters

## GRANT APPLICATION – PROJECT DESCRIPTION

Complete each of the elements of the project description below with clear, but detailed answers. Limit your response to Questions 1-7 should not exceed four pages. All applications must be provided in 12-point type.

1. **Need for the project.** Describe the specific problems, issues, or un-served needs the project will address. The project treats the 1<sup>st</sup> flush of storm water over the city yard. Treatment will be removing pollutants from the storm water prior to run off leaving the site
2. **Goals and objectives.** The goals and objectives should clearly define the expected outcomes and benefits of the project. Goal of project to remove pollutants from storm water LID) prior to water leaving the site.
3. **Site Description.** Describe the project site or area, including site characteristics that are tied to your project objectives (i.e.: for acquisition of habitat, describe current vegetation assemblages, condition of habitats, known wildlife migration corridors, etc.). When relevant, include ownership and management information.
4. **Specific Tasks.** Identify the specific tasks that will be undertaken and the work that will be accomplished for each task. Tasks include measuring the amount of storm water needed to be treated and design of bio filtration system to remove the pollutants and installation of the system.
5. **Work Products.** List the specific work products or other deliverables that the project will result in. Work product is cleaner run off leaving the project site. Removal of pollutants from storm water and improving the quality of run off from the project site. Assisting the city to meet water quality goals
6. **Measuring Success.** For projects involving restoration, construction or land acquisition, describe the plan for monitoring, evaluating and reporting project effectiveness, and implementing adaptive management strategies if necessary. Who will be responsible for funding and implementing ongoing management and monitoring? This project does not involve land acquisition. It merely is intended to improve the storm water quality in the city.
7. **Project Maps and Graphics.** Provide the following project graphics with your application. Project maps and design plans should be combined into one pdf file with a maximum size of 5 MB. Project photos should be provided in jpg format. Please see attached
  - Regional Map – Clearly identify the project’s location in relation to prominent area features and significant natural and recreational resources, including regional trails and protected lands.
  - Site-scale map – Show the location of project elements in relation to natural and man-made features on-site or nearby. Any key features discussed in project description should be shown.
  - Design Plan – Construction projects should include one or more design drawings or graphics indicating the intended site improvements.
  - Site Photos – One or more clear photos of the project site.

## **Attachment 1 – Project Budget and Schedule Template**

Please use only the Budget-Schedule Template to submit the project Budget and Schedule.

Matching funds are required for Proposition 1 funding. The requirement is 25% of the total grant amount requested.

Funders. Applicants must insert a separate column for the matching funds and/or each funder on the project. Budget categories with sub line-items should be included in the project budget.

Please note: Other State Grant Funds are not applicable as matching funds for a BHUWC-funded project.

## GRANT APPLICATION – ADDITIONAL INFORMATION

Provide clear, concise answer to each question below. Unless otherwise specified, please limit your answer to one concise paragraph. See grant application instructions for more information. For question #4, limit your answer to 1-3 sentences per relevant plan. Most questions should be answered by all applicants, enter “not applicable” if a question does not pertain to your project.

**1. Proposition 1 Goals.** Which of the following purposes of Chapter 6 of Proposition 1 are achieved by the project (check all that apply):

- Protect and increase the economic benefits arising from healthy watersheds, fishery resources and in-stream flow
- Implement watershed adaptation projects for which Grantee has consulted with the state and local conservation corps and included their services if feasible (for restoration and ecosystem protection projects only). Grantees must submit a completed Corps Consultation Review Document. The process for obtaining this required consultation is described in Appendix D.
- Restore river parkways throughout the state, including but not limited to projects pursuant to the California River Parkway Act of 2004 and urban river greenways.
- Protect and restore aquatic, wetland and migratory bird ecosystems including fish and wildlife corridors and the acquisition of water rights for in-stream flow.
- Fulfill the obligations of the state of California in complying with the terms of multiparty settlement agreements related to water resources.
- Remove barriers to fish passage.
- Collaborate with federal agencies in the protection of fish native to California and wetlands in the central valley of California.
- Implement fuel treatment projects to reduce wildfire risks, protect watersheds tributary to water storage facilities and promote watershed health.
- Protect and restore rural and urban watershed health to improve watershed storage capacity, forest health, protection of life and property, storm water resource management, and greenhouse gas reduction. This project proposes to treat the 1<sup>st</sup> flush of stormwater over the city yard where pollutants may be washed by the storm into the storm drain system. The proposed treatment will significantly reduce and may even eliminate any pollutants from finding its way into our storm drain system and underground water resources.
- Protect and restore coastal watersheds including but not limited to, bays, marine estuaries, and near shore ecosystems.
- Reduce pollution or contamination of rivers, lakes, streams, or coastal waters, prevent and remediate mercury contamination from legacy mines, and protect or restore natural system functions that contribute to water supply, water quality, or flood management.
- Assist in the recovery of endangered, threatened, or migratory species by improving watershed health, in stream flows, fish passage, coastal or inland wetland restoration, or

other means, such as natural community conservation plan and habitat conservation plan implementation.

Assist in water-related agricultural sustainability projects.

**2. Conservation Corps.** For restoration and ecosystem protection projects, Grantee to include each signed and completed Corps Consultation Review Document as evidence that applicant has consulted with the state and local conservation corps and included their services if feasible. The process for obtaining this required consultation is described in Attachment 1 to this application.

**3. Consistency with other State Plans:** If the proposed project will help to implement or promote the goals of any of the State Plans listed below, check that plan and specify which goals, objectives, priority actions, etc. will be furthered by the project. Limit your answers to 1-3 sentences per plan.

California @ 50 Million: The Environmental Goals and Policy Report

Proposed LID system, will significantly reduce/eliminate pollutants from entering the Storm Drains, Streams and our underground water resources. Promotes nature-based treatment of stormwater.

CA Climate Adaptation Strategy/Safeguarding California: Reducing Climate Risk Plan

California Water Action Plan

LID system promotes and preserves storm water quality and improves environment health by use of nature based treatment system

CA Wildlife Action Plan

California Essential Habitat Connectivity Strategy for Conserving a Connected California Wildlife).

Habitat Conservation Plans/Natural Community Conservation Plans (specify the plan)

Other relevant state or regional plan(s) (specify the plan, refer to Appendix C)

**4. California Water Action Plan.**

- a. Identify which goals of the California Water Action plan the project will promote or implement.

Make conservation a California way of life: Project will demonstrate extensive plantings of California Friendly plantings and include interpretation of those plantings and their relationship to the watershed's health to promote California friendly plantings to the public.

Increase regional self-reliance and integrated water management across all levels of government: Project includes roles for LA County and the California Conservation Corps demonstrating inter-agency cooperation. The project intends both to improve the water quality in Ballona Creek by reducing pollutant loads, to create a native habitat patch, and to divert small amounts of stormwater to the groundwater: this is a multi-objective action.

Expand water storage capacity and improve groundwater management: The subject project is a distributed groundwater project and increases groundwater recharge by a small increment.

- b. Identify the Integrated Watershed Management Plan(s) and any other regional or watershed plans that apply to the specific project area. For each, list those goals, objectives, priority actions, etc. that the project will promote or implement.

N/A

**5. Best Scientific Practices.** Describe how the project is consistent with best scientific practices where achievable and appropriate.

Proposed LID system is Filtera unit it is a nature-based treatment system which was approved by the State of California Water Resources Board which uses Bio-Filtration where infiltration is not feasible.

**6. New Technology.** Does the project employ new or innovative technology or practices? If yes, describe those technologies and/or practices.

Yes. Nature-Based treatment of pollutants is a relatively new technology that uses nature to treat the pollutants

**7. Sustainability.** Described how the project will deliver sustainable outcomes in the long-term.

Filtera, is a system that has been in use for several years with good track records from all the users

**8. Project and Applicant History:** Provide a history of the project, and any background information not provided in the project description. Is the project related to any previous or proposed Baldwin Hills Conservancy projects? If so, which ones and how are they related?

The project is the City of Hawthorne new city yard. City yard maintains all the vehicles and heavy machinery used by the city (i.e. city vehicles, Police Department vehicles, Road Maintenance trucks etc. and storage of construction materials used in day to day use of the city's maintenance crews. Tis operation will result in introduction of some pollutants into the eco-system/storm water run-off. This project is not related to any other BHCP.

**9. Environmental Review:** Projects funded by the Coastal Conservancy must be reviewed in accordance with the California Environmental Quality Act (“CEQA”). CEQA does not apply to projects that will not have either a direct or indirect effect on the environment. For all other projects, if the project is statutorily or categorically exempt under CEQA, no further review is necessary. If the proposed project is not exempt, it must be evaluated by a public agency that is issuing a permit, providing funding, or approving the project, to determine whether the activities may have a significant effect on the environment. The evaluation results in a “Negative Declaration (Neg. Dec),” “Mitigated Negative Declaration (MND),” or “Environmental Impact Report.”

The proposed project.... (select the appropriate answer):

Is not a project under CEQA. Briefly specify why.

Is exempt under CEQA. Provide the CEQA exemption number and specify how the project meets the terms of the exemption.

Notice of intent was filled for the project (please see attached)

Requires Negative Declaration, MND, or EIR. Specify the lead CEQA agency (the agency preparing the document) and the (expected) completion date. Please note that the Conservancy will need to review and approve any CEQA document and cannot present a project to the Conservancy Board for funding consideration without a completed CEQA document.

**10. Support:** List the public agencies, non-profit organizations, elected officials, and other entities and individuals that support the project.

Mayer, City Manager, and Director of Public Works

**11. Regional Significance:** Describe the regional significance of the project with respect to recreation (regional trails and parks, staging areas, environmental education facilities, etc.), agricultural resources, and natural resources (including listed species, identified high priority habitat, wildlife corridors, watersheds, and agricultural soils).

N/A

**12. Disadvantaged Communities.** Does the project benefit a disadvantaged community?

Proposition 1 defines a disadvantaged community as “a community with an annual median household income that is less than 80 percent of the statewide annual median household income.” (CA Water Code Section 79505.5.) You can find the tool to determine if your project is in a disadvantaged community <https://oehha.ca.gov/calenviroscreen/sb535>.

**If yes, specify which community and how it will benefit by the project.**

Having a new City Yard, provides better ability to the city staff to better maintain all the areas within the City’s jurisdiction.

**13. Need for Conservancy Funds:** What would happen to the project if no funds were available from the Conservancy? What project opportunities or benefits could be lost and why if the project is not implemented in the near future?

Without the Conservancy funds construction of LID may be significantly delayed (if not completely stopped). All the environmental benefits of having the LID system will be lost.

**14. Vulnerability from Climate Change Impacts Other than Sea Level Rise:** Using the latest regional scenarios, predictions and trends, describe how the project objectives or project may be vulnerable to impacts (fire, drought, species and habitat loss, etc.) from climate change, other than sea level

N/A

**15. Greenhouse Gas Emissions/Climate Change:** If the proposed project will result in production of greenhouse gas emissions (including construction impacts and vehicle miles travelled as part of a public access component), describe the measures your project includes to reduce, minimize or avoid greenhouse gas emissions through project design, implementation construction, or maintenance. What, if any, are the possible sources or sinks of greenhouse gases for your project, such as carbon sequestration from habitats at the site? If one of the project goals is to sequester carbon (reduce greenhouse gas concentrations), how do you intend to ensure continued long-term sequestration while achieving project objectives? Do you have any plans to seek carbon credits for the carbon sequestration activities on the project site? N/A

**16.**

Improves the quality of storm water runoff

**17. Willing Seller:** Projects that involve acquisition of property must involve a willing seller. If your project includes property acquisition, please describe the status and expected conclusion of landowner negotiations.

NA

### GRANT APPLICATION CHECKLIST

A complete application will consist of the following files:

- Cover Letter (option) – no more than one page.
- Grant application form (in Microsoft Word or PDF format) includes cover page, project description, preliminary budget and schedule, and additional questions.
- Project maps and design plans (in one pdf file, 10 MB maximum size)
- Project photos (in jpg format)
- Conservation Corps Consultation Review Document (Part C. above) signed off by the Conservation Corps

**Applications should be emailed to [gail.krippner@bhc.ca.gov](mailto:gail.krippner@bhc.ca.gov) and [info@bhc.ca.gov](mailto:info@bhc.ca.gov).**



**Attachment 2 – Conservation Corps Consultation**

Please submit the completed Corps Consultation Review Document.



**AGENDA ITEM NO. 6.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026  
Originating Department: Housing

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**City Manager: Department Head:**

**SUBJECT:**

RESOLUTION NO. 8582 - AUTHORIZING THE DESTRUCTION OF RECORDS FROM THE HAWTHORNE HOUSING AUTHORITY PURSUANT TO THE FEDERAL RECORD RETENTION SCHEDULE PROVIDED IN 24 CFR §908.101.

**RECOMMENDED MOTION:**

Adopt Resolution No. 8582

**DISCUSSION:**

The Director of the Hawthorne Housing Authority seeks authorization to destroy certain Section 8 housing records for the years 2006 through 2023 per the records list attached to Resolution No. 8582. 24 CFR §908.101 authorizes the destruction of the records three years from the end of the housing beneficiary's participation in the program.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

None.

**FISCAL IMPACT:**

None.

**NOTICING PROCEDURE:**

72 hours posted notice pursuant to the Ralph M. Brown Act.

**ATTACHMENTS**

Resolution No. 8582

**RESOLUTION NO. 8582**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA AUTHORIZING THE DESTRUCTION OF SECTION 8 HOUSING RECORDS OVER THREE YEARS OLD, FROM March 31, 2006 THROUGH AUGUST 23, 2023, PURSUANT TO RESOLUTION NO. 8582 ( CITY OF HAWTHORNE HOUSING AUTHORITY RECORDS RETENTION SCHEDULE ) AND PURSUANT TO GOVERNMENT CODE SECTION 34090 AND 24 CFR § 908.101**

**WHEREAS**, the retention of numerous records is unnecessary after a certain period of time for the effective and efficient operation of the government of the City of Hawthorne.

**WHEREAS**, Government Code Section 34090 provides for the destruction of certain City records and documents with the approval of the legislative body by Resolution and the written consent of the City Attorney; and

**WHEREAS**, 25 CFR §908.101 governs the retention of Section 8 Housing Choice Voucher Program records, which records are sought to be destroyed pursuant to Resolution No. 8582, and

**WHEREAS**, the City Council of the City of Hawthorne adopted Resolution No. 8582 (Retention Schedule for the Maintenance and Disposition of Records) on or about January 27, 2026;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hawthorne as follows:

**Section 1.** The records identified in Exhibit "A" are hereby ordered destroyed pursuant to Resolution No. 8582.

**Section 2.** The Hawthorne Housing Authority Director is hereby authorized and directed to destroy those items listed in Exhibit "A" attached. Access Secure Paper Shredding Services, the bonded and insured document destruction services is hereby authorized to shred the items listed in Exhibit "A".

**Section 3.** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be entered in the Book of Resolutions of the Council of the City.

**Section 4.** This resolution shall be in full force and effect immediately upon its passage and adoption thereof.

PASSED, APPROVED, and ADOPTED this 27 day of January, 2026.

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Alex Vargas, Mayor  
City of Hawthorne, California

ATTEST:

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Dayna Williams Hunter, City Clerk  
City of Hawthorne, California

APPROVED AS TO FORM:

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David Caceres,  
Interim City Attorney  
City of Hawthorne, California

END OF PARTICIPATION LOG 2026  
City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	EOP Date	Reason for EOP	Filed in Box #	Housing Assistant Initials
8697	3/31/2006	UNREPORTED INCOME	24	RS
6005	3/31/2006	Violation of Family Obligations	27	RS
5070	4/30/2006	UNREPORTED INCOME	24	RS
8859	6/30/2006	Violation of Family Obligations	24	RS
9000	6/30/2006	Violation of Family Obligations	27	RS
8402	6/30/2006	Violation of family obligations	33	LG
9078	7/31/2006	UNREPORTED INCOME	26	RS
8972	10/31/2006	fraud (renting from parent)	33	LG
8486	12/31/2006	Violation of family obligations	33	LG
9118	7/31/2007	Violation of Family Obligations	26	RS
8646	7/31/2007	Violation of family obligations	36	LG
8713	10/31/2007	Fraud	3	RS
2883	10/31/2007	Voluntary Leave	3	RS
9296	10/31/2007	Violent Criminal Activity	3	RS
8694	10/31/2007	Violation of Family Obligations	26	RS
9240	10/31/2007	UNREPORTED INCOME	26	RS
4896	10/31/2007	Violation of Family Obligations	26	RS
4712	10/31/2007	Violation of Family Obligations	26	RS
4514	10/31/2007	Fraud	26	RS
2685	10/31/2007	Violation of lease - moved out of unit without proper notice	9	NT
9045	11/30/2007	UNREPORTED INCOME	26	RS
8882	11/30/2007	Violation of Family Obligations	26	RS
8538	11/30/2007	UNREPORTED INCOME	26	RS
4699	11/30/2007	Fraud	26	RS
8730	11/30/2007	Violation of lease - moved out of unit without proper notice	9	NT

END OF PARTICIPATION LOG 2026  
City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	EOP Date	Reason for EOP	Filed in Box #	Housing Assistant Initials
9256	12/1/2007	UNREPORTED INCOME	26	RS
8554	12/31/2007	Violation of Family Obligations	26	RS
9033	12/31/2007	Violation of Family Obligations	26	RS
9157	12/31/2007	UNREPORTED INCOME	26	RS
9298	12/31/2007	Violation of Family Obligations	26	RS
8658	12/31/2007	FRAUD	26	RS
4980	12/31/2007	FRAUD	26	RS
4636	12/31/2007	Violation of Family Obligations	26	RS
8430	12/31/2007	Fraud	26	RS
9263	1/31/2008	UNREPORTED INCOME	14	RS
4818	1/31/2008	Violation of Family Obligations - Unreported Income	25	NT
9385	2/29/2008	Violation of Family Obligations	24	RS
4695	2/29/2008	Violation of Family Obligations - Unreported Income	29	NT
9259	2/29/2008	Violation of Family Obligations - Unreported Income	29	NT
4070	3/31/2008	FRAUD	24	RS
8069	3/31/2008	Criminal Activity	27	RS
8052	3/31/2008	Violation of Family Obligations - Unreported Income	29	NT
8744	3/31/2008	Violation of Family Obligations - Unreported Income	29	NT
4633	4/30/2008	UNREPORTED INCOME	14	RS
4560	4/30/2008	Criminal Activity	27	RS
10008	5/31/2008	Violation of family obligations	36	LG
8784	6/30/2008	Violation of Family Obligations	24	RS
4393	6/30/2008	Violation of Family Obligations	24	RS
4559	6/30/2008	Violation of Family Obligations	27	RS
9110	6/30/2008	Violation of family obligations	33	LG
8290	6/30/2008	Violation of family obligations	33	LG
9432	7/31/2008	Violation of family obligations	36	LG
10013	7/31/2008	ZERO HAP	35	LG
9631	8/31/2008	Violation of Family Obligations	27	RS
9314	10/31/2008	Violation of Family Obligations	27	RS
4756	10/31/2008	Violation of Family Obligations - Unreported Income	29	NT

END OF PARTICIPATION LOG 2026  
City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	EOP Date	Reason for EOP	Filed in Box #	Housing Assistant Initials
8233	11/30/2008	Violation of family obligations	33	LG
9284	12/31/2008	Violation of Family Obligations	24	RS
9588	1/31/2009	Unreported Income	8	RS
9589	1/31/2009	Unauthorized Person	8	RS
8959	1/31/2009	UNREPORTED INCOME	26	RS
9596	2/28/2009	Violation of family obligations	36	LG
3012	2/28/2009	Violation of family obligations	36	LG
8170	3/31/2009	FRAUD	24	RS
8164	3/31/2009	Violation of Family Obligations	24	RS
5008	3/31/2009	Violation of family obligations	36	LG
8043	3/31/2009	Violation of family obligations	36	LG
8610	3/31/2009	Violation of family obligations	36	LG
4982	3/31/2009	Violation of Family Obligations	36	LG
8339	3/31/2009	Violation of family obligations	36	LG
8105	4/30/2009	ZERO HAP	36	LG
9481	4/30/2009	Violation of family obligations	36	LG
7794	4/30/2009	Violation of family obligations	36	LG
1316	5/31/2009	Unreported Income (V.O.F.O.)	1	RS
8406	5/31/2009	Unreported Income (V.O.F.O.)	1	RS
9585	5/31/2009	Violation of family obligation - Missed Inspections	5	NT
8662	5/31/2009	CRIMINAL ACTIVITY	24	RS
8391	5/31/2009	Missed Annual	27	RS
8567	5/31/2009	Fraud	27	RS
9372	5/31/2009	Violation of family obligations	36	LG
9565	5/31/2009	Violation of family obligations	36	LG
4840	6/1/2009	Violation of Family Obligations - Unreported Income	5	NT
7405	6/30/2009	Violation of Lease (unpaid rent)	1	RS
8624	7/15/2009	Violation of family obligations	36	LG
8684	7/31/2009	EVICTED	24	RS
9457	8/31/2009	Unreported Income (V.O.F.O.)	1	RS
7089	8/31/2009	UNREPORTED INCOME	13	RS

END OF PARTICIPATION LOG 2026  
City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	EOP Date	Reason for EOP	Filed in Box #	Housing Assistant Initials
4690	8/31/2009	Fraud	26	RS
4813	8/31/2009	Violation of family obligations	36	LG
8459	8/31/2009	Violation of family obligations	36	LG
9295	8/31/2009	Violation of family obligations	36	LG
9075	9/30/2009	CRIMINAL ACTIVITY	13	RS
9621	9/30/2009	CRIMINAL ACTIVITY	24	RS
9163	9/30/2009	Violation of family obligations	36	LG
9227	9/30/2009	Violation of family obligations	36	LG
8375	10/31/2009	Unreported Income (V.O.F.O.)	1	RS
8397	10/31/2009	Violation of Family Obligations	27	RS
9679	10/31/2009	Violation of family obligations	36	LG
8552	10/31/2009	Violation of family obligations	36	LG
9336	10/31/2009	Violation of repayment agreement	5	NT
9798	11/30/2009	Violation of family obligations	36	LG
857	11/30/2009	Violation of family obligations	36	LG
2654	11/30/2009	Violation of family obligations	36	LG
9219	11/30/2009	Violation of family obligations	36	LG
9335	11/30/2009	Violation of Family obligation - Failure to report income	5	NT
8956	12/31/2009	Violation of Family Obligations	24	RS
9158	12/31/2009	Violation of family obligations	36	LG
8918	12/31/2009	Violation of family obligations	36	LG
9237	12/31/2009	Violation of family obligations	36	LG
9732	12/31/2009	Unauthorized individual and violation of lease	5	NT
8415	1/31/2010	UNREPORTED INCOME	26	RS
4503	1/31/2010	UNREPORTED INCOME	26	RS
8912	2/4/2010	FAILED BACKGROUND	24	RS
9252	2/28/2010	Fraud	3	RS
9166	2/28/2010	Unreported Income (V.O.F.O.)	3	RS
4535	2/28/2010	Unreported Income (V.O.F.O.)	3	RS
4801	2/28/2010	Violation of Family Obligations	24	RS
4368	2/28/2010	Violation of Family Obligations	24	RS

END OF PARTICIPATION LOG 2026  
City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	EOP Date	Reason for EOP	Filed in Box #	Housing Assistant Initials
4153	2/28/2010	ZERO HAP	24	RS
2632	2/28/2010	FRAUD	26	RS
8854	3/31/2010	Unreported Income (V.O.F.O.)	4	RS
8216	3/31/2010	CRIMINAL ACTIVITY	24	RS
9275	3/31/2010	FRAUD	24	RS
8983	4/30/2010	UNREPORTED INCOME	24	RS
4906	4/30/2010	UNREPORTED INCOME	24	RS
9519	4/30/2010	Violation of Family Obligations	24	RS
9145	5/31/2010	Fraud (V.O.F.O.)	4	RS
4634	5/31/2010	Violation of Family Obligations	24	RS
9830	5/31/2010	Violation of Family Obligations	24	RS
8702	5/31/2010	FRAUD	24	RS
4884	6/7/2010	Violation of Family Obligations	24	RS
8626	6/30/2010	Violation of family obligations	3	RS
4047	6/30/2010	Violation of Family Obligations	24	RS
8833	6/30/2010	UNAUTHORIZED PERSON	24	RS
9630	6/30/2010	Violation of Family Obligations	24	RS
9524	7/31/2010	Voluntary Leave	1	RS
4440	7/31/2010	Violation of Family Obligations	24	RS
9787	8/24/2010	UNAUTHORIZED PERSON	24	RS
4881	8/31/2010	Criminal Act (V.O.F.O.)	4	RS
9373	8/31/2010	Voluntary Termination of Assistance	5	NT
4022	8/31/2010	Violation of Family Obligations	8	RS
9382	8/31/2010	Unreported Income	8	RS
9645	8/31/2010	Violation of Family Obligations	24	RS
9285	9/30/2010	Violation of Family Obligations	24	RS
9812	9/30/2010	CRIMINAL ACTIVITY	24	RS
9835	9/30/2010	MISSED ANNUAL	24	RS
9469	10/31/2010	Violation of Family Obligations	24	RS
9838	10/31/2010	MISSED ANNUAL	24	RS
4207	10/31/2010	FRAUD	24	RS

END OF PARTICIPATION LOG 2026  
City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	EOP Date	Reason for EOP	Filed in Box #	Housing Assistant Initials
9248	10/31/2010	Violation of Family Obligations	24	RS
8597	11/30/2010	CRIMINAL ACTIVITY	24	RS
8511	11/30/2010	Violation of Family Obligations	24	RS
9626	2/29/2012	UNREPORTED INCOME	16	RS
9272	4/30/2012	Violation of Family Obligations	13	RS
9597	4/30/2012	Violation of Family Obligations - Unreported Income	21	NT
9720	4/30/2012	Violation of Family Obligations	23	NT
TBRA704	4/30/2012	Violtaed Family Obligations	15	NT
8718	5/31/2012	UNREPORTED INCOME	14	RS
10549	6/30/2012	PASSED AWAY	14	RS
8670	9/30/2012	Violation of Family Obligations - Unreported Income	21	NT
9726	12/31/2012	Violation of Family Obligations	12	RS
4944	3/31/2013	FRAUD	26	RS
8780	4/30/2013	UNREPORTED INCOME	16	RS
9071	4/30/2013	Violation of Family Obligations - Unreported Income	18	NT
8732	10/31/2013	UNREPORTED INCOME	19	RS
4845	10/31/2013	UNREPORTED INCOME	19	RS
10019	4/30/2014	Violation of Family Obligations	14	RS
8490	4/30/2014	Violation of Family Obligations	23	NT
9983	5/31/2014	Violation of Family Obligations - Fraud - Criminal Activity	41	NT
9599	3/31/2015	Delinquent Repayment Agreement	10	RS
4291	5/31/2015	Zero HAP - income over the limit	25	NT
9665	7/31/2015	Violation of family obligations	35	LG
9959	11/30/2015	Violation of Family Obligations - Unreported Income	29	NT
9886	1/31/2016	Voucher expired	40	NT
8767	3/31/2016	UNREPORTED INCOME	17	RS
10066	4/30/2016	Violation of family obligations	37	LG
10055	7/31/2016	Violation of Family Obligations - Unreported Income	21	NT
9934	3/31/2017	EVICTED	20	RS
10272	3/31/2017	Abandoned unit	25	NT
10163	5/31/2017	ABANDONED UNIT	17	RS

END OF PARTICIPATION LOG 2026  
City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	EOP Date	Reason for EOP	Filed in Box #	Housing Assistant Initials
7010	5/31/2017	Voucher expired	25	NT
9670	6/30/2017	Zero HAP - income over the limit	25	NT
9547	7/31/2017	VOLUNTARY WITHDREW FROM PROGRAM	20	RS
10335	7/31/2017	Violation of family obligations	35	LG
10243	8/31/2017	Eviction	10	RS
4904	8/31/2017	Voucher expired	22	NT
10173	8/31/2017	Voluntary Termination of Assistance	22	NT
9463	8/31/2017	Deceased	22	NT
9925	8/31/2017	Death	35	LG
5095	9/30/2017	Violation of family obligations	34	LG
9829	9/30/2017	ZERO HAO	39	LG
10188	10/31/2017	UNREPORTED INCOME	16	RS
10374	10/31/2017	Violation of family obligations	36	LG
10332	10/31/2017	Violation of Family Obligations - Unreported Income	21	NT
10141	11/30/2017	Violation of family obligations	39	LG
8560	12/31/2017	UNREPORTED INCOME	16	RS
9935	12/31/2017	Unreported income	9	NT
8399	12/31/2017	Deceased	42	NT
9528	1/4/2018	Port Out to HACLA (Absorbed by HACLA)	41	NT
8492	1/31/2018	Deceased	44	NT
10168	2/28/2018	Voucher expired	31	NT
4773	2/28/2018	Violation of family obligations	39	LG
9210	2/28/2018	Voluntary Termination of Assistance	44	NT
10178	2/28/2018	Deceased	44	NT
10317	3/31/2018	UNREPORTED INCOME	14	RS
2551	3/31/2018	Voluntary Termination of Assistance	31	NT
9871	3/31/2018	Violation of Family Obligations - Unreported Income	31	NT
3766	3/31/2018	Deceased	44	NT
9982	4/30/2018	ZERO HAP	27	RS
9982	4/30/2018	Zero HAP - income over the limit	41	NT
8720	10/31/2018	ZERO HAP	30	RS

END OF PARTICIPATION LOG 2026  
City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	EOP Date	Reason for EOP	Filed in Box #	Housing Assistant Initials
9398	10/31/2018	Unknown - letters, notes do not clarify	21	NT
8851	10/31/2018	Voucher expired	29	NT
3057	11/7/2018	VOUCHER EXPIRED	30	RS
9896	11/30/2018	Violation of Family Obligations - Unreported Income	15	NT
8160	11/30/2018	Voucher expired	31	NT
10032	12/31/2018	Violation of Family Obligations	27	RS
10196	3/6/2019	UNREPORTED INCOME	17	RS
10228	4/30/2019	Voluntary Termination of Assistance	31	NT
4839	5/23/2019	VOUCHER EXPIRED	19	RS
9150	5/31/2019	Zero HAP - income over the limit	29	NT
9869	6/1/2019	UNREPORTED INCOME	13	RS
9869	6/1/2019	Unreported income	27	RS
9173	6/22/2019	Voucher Expired	27	RS
9607	6/30/2019	NON CITIZEN	12	RS
10057	6/30/2019	VOLUNTARY WITHDREW FROM PROGRAM	16	RS
9735	6/30/2019	Violation of Family Obligations	19	RS
7090	6/30/2019	TENANT PASSED	27	RS
9697	6/30/2019	WITHDREW VOLUNTARILY	30	RS
9531	6/30/2019	Deceased	31	NT
9744	6/30/2019	Violation of Family Obligation - Unreported Income	42	NT
10107	7/17/2019	VOUCHER EXPIRED	30	RS
9647	7/31/2019	Voluntary Termination of Assistance	18	NT
10104	7/31/2019	Violation of Family Obligations	30	RS
10263	8/31/2019	Voluntary Termination of Assistance	40	NT
8942	10/31/2019	Deceased	32	NT
4637	11/20/2019	Unknown - letters, notes do not clarify	22	NT
9018	11/30/2019	Voucher expired	40	NT
8805	12/31/2019	Voluntary Termination of Assistance	32	NT
10363	12/31/2019	Voluntary Termination of Assistance	32	NT
8800	12/31/2019	Deceased	40	NT
4019	1/31/2020	Death	35	LG

END OF PARTICIPATION LOG 2026  
City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	EOP Date	Reason for EOP	Filed in Box #	Housing Assistant Initials
10599	2/26/2020	EXPIRED VOUCHER - Code 11 in HAPPY (Never leased up)	40	NT
9202	2/28/2020	ZERO HAP	12	RS
10275	2/29/2020	ABANDONED UNIT	12	RS
9455	3/31/2020	VOLUNTARY WITHDREW FROM PROGRAM	20	RS
8377	3/31/2020	PASSED AWAY	28	RS
9833	4/30/2020	VOLUNTARY WITHDREW FROM PROGRAM	12	RS
8356	5/12/2020	Voucher Expired	6	RS
4875	5/31/2020	TENANT PASSED	28	RS
10543	5/31/2020	Deceased	29	NT
9772	5/31/2020	VOLUNTARILY WITHDEW	37	LG
9569	6/30/2020	ZERO HAP	28	RS
8771	6/30/2020	Deceased	42	NT
8452	7/31/2020	Abandoned unit	42	NT
10486	7/31/2020	Violation of family obligations	39	LG
4669	8/31/2020	TENANT PASSED	28	RS
3787	8/31/2020	Deceased	32	NT
10484	9/30/2020	VOLUNTARY WITHDREW FROM PROGRAM	16	RS
10017	9/30/2020	Violation of Family Obligations	33	LG
9023	9/30/2020	Deceased	42	NT
10001	10/28/2020	VOUCHER EXPIRED	20	RS
10315	10/31/2020	Voluntary Termination of Assistance	46	NT
9676	11/30/2020	Voluntary Termination of Assistance	43	NT
9002	11/30/2020	Voluntary Termination of Assistance	47	NT
10037	1/31/2021	Passed Away	7	RS
9840	1/31/2021	Tenant passed away	8	RS
10261	1/31/2021	Voluntary Termination of Assistance	18	NT
10456	1/31/2021	Deceased	22	NT
2103	1/31/2021	PASSED AWAY	26	RS
9135	1/31/2021	Violation of Family Obligations - Insufficient info provided to obtain v	47	NT
10085	2/28/2021	Violation of Family Obligations	7	RS
10090	3/31/2021	Voluntary Leave	7	RS

END OF PARTICIPATION LOG 2026  
City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	EOP Date	Reason for EOP	Filed in Box #	Housing Assistant Initials
10134	3/31/2021	Tenant passed away	8	RS
9701	3/31/2021	Violation of Family Obligations - Unreported Income	23	NT
10515	3/31/2021	Violation of Family Obligations - Failed to provide info for Annual	46	NT
10465	3/31/2021	Violation of Family Obligations - Failed to provide info for Annual	46	NT
10213	4/30/2021	UNAUTHORIZED PERSON	20	RS
9690	5/30/2021	Zero HAP - income over the limit	11	NT
10044	5/31/2021	VOLUNTARILY WITHDEW	39	LG
10428	5/31/2021	Voluntary Termination of Assistance	46	NT
8924	6/30/2021	Failed to turn in annual	10	RS
9943	6/30/2021	Unreported income	9	NT
4461	6/30/2021	Voluntary Termination of Assistance	9	NT
4676	7/31/2021	Voluntary Termination of Assistance	11	NT
8040	7/31/2021	PASSED AWAY	13	RS
9507	7/31/2021	Violation of Family Obligations	24	RS
10491	7/31/2021	Deceased	46	NT
8047	8/3/2021	Unauthorized Move	6	RS
9785	8/19/2021	EXPIRED VOUCHER	34	LG
10492	8/31/2021	Tenant passed away	6	RS
9466	8/31/2021	Voluntary Leave	10	RS
8521	8/31/2021	Deceased	43	NT
8796	9/30/2021	Passed Away	7	RS
10487	9/30/2021	MISSED INSPECTIONS	13	RS
10577	9/30/2021	Violation of family obligations	33	LG
5038	9/30/2021	VOLUNTARILY WITHDEW	37	LG
10586	9/30/2021	DEATH	38	LG
10579	10/31/2021	DEATH	38	LG
8816	10/31/2021	Voluntary Termination of Assistance	9	NT
9440	10/31/2021	Voluntary Termination of Assistance	11	NT
9990	11/30/2021	Unreported Income (V.O.F.O.)	2	RS
10364	11/30/2021	Zero HAP - income over the limit	25	NT
9880	11/30/2021	Death	33	LG

END OF PARTICIPATION LOG 2026  
City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	EOP Date	Reason for EOP	Filed in Box #	Housing Assistant Initials
10496	12/31/2021	Unreported Income (V.O.F.O.)	4	RS
9467	12/31/2021	Deceased	18	NT
10443	12/31/2021	Violation of Family Obligations	33	LG
9897	1/31/2022	Zero HAP	2	RS
10460	1/31/2022	Deceased	44	NT
10307	2/1/2022	VOUCHER EXPIRED	37	LG
10381	2/28/2022	Voluntary Leave	2	RS
4662	2/28/2022	Voluntary Leave	6	RS
1962	2/28/2022	Deceased	32	NT
10388	2/28/2022	Violation of Family Obligations - Missed Inspections	15	NT
9270	3/31/2022	Violation of Family Obligations	23	NT
4739	3/31/2022	Violation of family obligations	38	LG
10047	3/31/2022	VOLUNTARILY WITHDEW	38	LG
10385	5/10/2022	VOUCHER EXPIRED	17	RS
10407	5/31/2022	Voluntary Termination of Assistance	11	NT
10314	5/31/2022	VOLUNTARY WITHDREW FROM PROGRAM	19	RS
8774	6/30/2022	Deceased	15	NT
10468	7/4/2022	Voucher expired	43	NT
10299	7/31/2022	ZERO HAP	34	LG
4807	8/23/2022	VOUCHER EXPIRED	14	RS
10198	11/30/2022	Violation of family obligations	38	LG
10615	7/22/2023	Voucher Expired	7	RS

END OF PARTICIPATION LOG 2026 - PORTABILITY  
City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	Port Out Date	Reason for EOP	Filed in #	Box	Housing Assistant Initials
9745	5/31/2010	Ported out and did not return to PHA, no longer active in HA HCV Program	7		AR
3812	7/31/2010	Ported out and did not return to PHA, no longer active in HA HCV Program	9		AR
3599	3/31/2017	Ported out and did not return to PHA, no longer active in HA HCV Program	8		AR
8274	4/3/2017	Ported out and did not return to PHA, no longer active in HA HCV Program	6		AR
10156	5/31/2017	Ported out and did not return to PHA, no longer active in HA HCV Program	7		AR
9898	6/30/2017	Ported out and did not return to PHA, no longer active in HA HCV Program	2		AR
8988	6/30/2017	Ported out and did not return to PHA, no longer active in HA HCV Program	7		AR
9918	6/30/2017	Ported out and did not return to PHA, no longer active in HA HCV Program	8		AR
9981	8/31/2017	Ported out and did not return to PHA, no longer active in HA HCV Program	6		AR
9929	8/31/2017	Ported out and did not return to PHA, no longer active in HA HCV Program	8		AR
10017	10/11/2017	Port Back	1		AR
10113	10/31/2017	Ported out and did not return to PHA, no longer active in HA HCV Program	9		AR
9755	2/28/2018	Ported out and did not return to PHA, no longer active in HA HCV Program	5		AR
9176	2/28/2018	Ported out and did not return to PHA, no longer active in HA HCV Program	9		AR
9982	4/30/2018	Ported out and did not return to PHA, no longer active in HA HCV Program	8		CB
10498	8/21/2018	Ported out and did not return to PHA, no longer active in HA HCV Program	6		CB
10162	9/30/2018	Ported out and did not return to PHA, no longer active in HA HCV Program	3		AR
10324	10/8/2018	Ported out and did not return to PHA, no longer active in HA HCV Program	8		AR
10195	12/31/2018	Ported out and did not return to PHA, no longer active in HA HCV Program	4		AR
10245	1/11/2019	Ported out and did not return to PHA, no longer active in HA HCV Program	5		AR
9019	1/31/2019	Ported out and did not return to PHA, no longer active in HA HCV Program	2		AR
10144	1/31/2019	Ported out and did not return to PHA, no longer active in HA HCV Program	5		CB
4970	6/1/2019	Ported out and did not return to PHA, no longer active in HA HCV Program	7		AR
9882	8/1/2019	Ported out and did not return to PHA, no longer active in HA HCV Program	11		AR
9553	10/18/2019	Ported out and did not return to PHA, no longer active in HA HCV Program	9		AR
10511	11/30/2019	Ported out and did not return to PHA, no longer active in HA HCV Program	6		AR
10059	11/30/2019	Ported out and did not return to PHA, no longer active in HA HCV Program	6		AR
10430	12/31/2019	Ported out and did not return to PHA, no longer active in HA HCV Program	2		AR
9901	12/31/2019	Ported out and did not return to PHA, no longer active in HA HCV Program	7		AR
10257	12/31/2019	Ported out and did not return to PHA, no longer active in HA HCV Program	11		AR
10392	2/29/2020	Ported out and did not return to PHA, no longer active in HA HCV Program	10		CB

END OF PARTICIPATION LOG 2026 - PORTABILITY  
 City of Hawthorne Housing Authority

EXHIBIT A

Tenant ID	Port Out Date	Reason for EOP	Filed in #	Box	Housing Assistant Initials
9575	4/15/2020	Ported out and did not return to PHA, no longer active in HA HCV Program	2		AR
4656	8/13/2020	Ported out and did not return to PHA, no longer active in HA HCV Program	5		CB
9291	9/30/2020	Ported out and did not return to PHA, no longer active in HA HCV Program	2		AR
8003	9/30/2020	Ported out and did not return to PHA, no longer active in HA HCV Program	3		AR
4891	11/30/2020	Ported out and did not return to PHA, no longer active in HA HCV Program	11		AR
5067	2/28/2021	Ported out and did not return to PHA, no longer active in HA HCV Program	1		AR
10621	8/12/2021	Ported out and did not return to PHA, no longer active in HA HCV Program	3		CB
9673	9/13/2021	Ported out and did not return to PHA, no longer active in HA HCV Program	11		AR
9979	10/3/2021	Ported out and did not return to PHA, no longer active in HA HCV Program	1		AR
9849	11/23/2021	Ported out and did not return to PHA, no longer active in HA HCV Program	10		AR
9767	1/31/2022	Ported out and did not return to PHA, no longer active in HA HCV Program	4		AR
9850	4/1/2022	Ported out and did not return to PHA, no longer active in HA HCV Program	9		CB
10354	7/17/2022	Ported out and did not return to PHA, no longer active in HA HCV Program	3		AR
10589	12/4/2022	Ported out and did not return to PHA, no longer active in HA HCV Program	10		AR
10235	12/15/2022	Ported out and did not return to PHA, no longer active in HA HCV Program	1		AR
9554	12/28/2022	Portback	4		CB
10507	1/13/2023	Ported out and did not return to PHA, no longer active in HA HCV Program	6		CB
9359	8/23/2023	Ported out and did not return to PHA, no longer active in HA HCV Program	7		AR

## EXHIBIT B

### DESTRUCTION LIST APPROVAL

Attached is a Request for Destruction of Records submitted by the Hawthorne Housing Authority dated January 27, 2026, requesting authorization to destroy the records described in the detailed list which is included with the (attached) request.

Pursuant to Hawthorne City Council Resolution No.8582, the types of records listed in the City of Hawthorne Housing Authority's current records retention schedule are authorized for disposition as outlined in that schedule upon the written consent of the City Clerk and the City Attorney and approval by the City Council. The review by the City Clerk and the City Attorney must include the determination that the records requested for destruction no longer have any administrative value, legal value, evidential value, fiscal value, or research and historical value. The resolution also provides that the destruction of any record shall be by disposal, recycling, shredding or other effective method of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature must be shredded, under the direct supervision of the City Clerk.

I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with the established retention requirements in specified in Resolution No. 8579. I have also determined that the subject records no longer have any administrative, legal, evidential, fiscal, or research and historical value. I hereby consent to their destruction and to the department-proposed method of destruction unless otherwise noted below.

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City Clerk

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Date

I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with the established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidential, fiscal, or research and historical value. I hereby consent to their destruction.

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City Attorney

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Date

## EXHIBIT C

### CERTIFICATE OF DESTRUCTION

I hereby certify that the destruction of the records described in the attached list was approved by the Hawthorne City Clerk on (date) \_\_\_\_\_ and by the City Attorney on (date) \_\_\_\_\_ pursuant to the authority provided by Hawthorne City Council Resolution No. 8582. These records were destroyed in my presence by placing providing these documents to Access Secure Paper Shredding Services for shredding at their place of business.

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

I hereby certify that, pursuant to the foregoing authority, the records described in the attached list as requested by Hawthorne Housing Authority were picked-up by Access Secure Paper Shredding Services on (date) \_\_\_\_\_. I further certify that the method of destruction used was shredding by Access Secure Paper Shredding Services and that I or the Deputy City Clerk or the designated representative of the Chief of Police supervised the destruction of said records by personally providing said records to the bonded Access Secure Paper Shredding Services employee to be shredded at their facility.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

This certification must be completed and signed by the person supervising the destruction of records and the original form must be filed with the City Clerk to be maintained as a permanent record attached to the original Request for Destruction of Records and Destruction List Approval forms.



**AGENDA ITEM NO. 7.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: Human Resources

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**City Manager: Department Head:**

**SUBJECT:**

RESOLUTION NO. 8583 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, APPOINTING DAVID L. CACERES AS THE CITY ATTORNEY, APPROVING AN EMPLOYMENT AGREEMENT, AND ADOPTING THE SALARY SCHEDULE FOR THE POSITION OF INTERIM CITY ATTORNEY AND CITY ATTORNEY

**RECOMMENDED MOTION:**

**RECOMMENDED MOTION:**

Adopt Resolution 8583 appointing David L. Caceres as the City Attorney, approving an Employment Agreement, and adopting the salary schedule for the position of Interim City Attorney and City Attorney.

**DISCUSSION:**

David Caceres has been employed with the City since July 2024 as an Assistant City Attorney and was promoted to Senior Assistant City Attorney in July 2025. At the regular city council meeting held on November 12, 2025, Mr. Caceres was appointed as Interim City Attorney until a permanent City Attorney is appointed. The City Council now desires to appoint Mr. Caceres as the permanent City Attorney.

Mr. Caceres' annual salary as City Attorney will continue to be \$285,000 (the same as the Interim City Attorney's salary) plus fringe benefits specified in the Employment Agreement attached to the Resolution. The City will also contribute \$750 to Mr. Caceres' deferred compensation plan. With respect to other compensation and fringe benefits, such benefits are commensurate with those provided to the former City Attorney. For example, Mr. Caceres will accrue vacation leave at the rate of 8.7 hours per pay period, sick leave at the rate of 5.06 hours for each bi-weekly pay period, and will be provided with administrative leave. Mr. Caceres also agreed to waive the use of a city-owned vehicle and a vehicle allowance. In addition, the Employment Agreement includes an indemnity provision, as under the California Government Code, a public entity is required to provide for the defense of an employee or former employee in a civil action brought against that employee on account of an act or omission in the scope of their employment. Should the City request the City Attorney's advice or cooperation on City matters after the Employment Agreement expires, the City agrees to pay the City Attorney reasonable consulting fees and costs, but only should the City request such services.

The proposed Resolution also approves the salary schedule for the position of both the Interim City Attorney and City Attorney, which is a requirement of the California Public Employees Retirement System's ("PERS") rules and regulations. The salary schedule is required to be formally adopted by the City Council and be made publicly available consistent with PERS regulations.

Lastly, under Government Code Section 54953(c)(3), an oral summary report must be made during an open public meeting of a recommendation for a final action on the salary, salary schedule or compensation paid in the form of fringe benefits to a "local agency executive" as defined in Government Code 3511.1. The position of City Attorney falls under this provision. Such an oral report shall be provided at the time this item is called for discussion and action.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

Not applicable.

**FISCAL IMPACT:**

Mr. Caceres' former position as Senior Assistant City Attorney is currently unfilled. The City is currently recruiting for the lower classification position of Deputy City Attorney. Thus, it is anticipated that there will be cost savings.

**NOTICING PROCEDURE:**

72 hours posted notice pursuant to the Ralph M. Brown Act.

**ATTACHMENTS**

Reso 8583

**RESOLUTION NO. 8583**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA APPOINTING DAVID L. CACERES AS THE CITY ATTORNEY, APPROVING AN EMPLOYMENT AGREEMENT AND ADOPTING THE SALARY SCHEDULE FOR THE POSITION OF INTERIM CITY ATTORNEY AND CITY ATTORNEY**

**WHEREAS**, since November 3, 2025, David L. Caceres has been serving as the Interim City Attorney;

**WHEREAS**, the City Council desires to appoint David L Caceres as the City Attorney for the City of Hawthorne by the adoption of this Resolution and approve an employment agreement as set forth herein;

**WHEREAS**, the California Public Employees' Retirement System requires that public employees' pay rate be adopted by the City Council at a public meeting and set forth in a publicly available salary schedule;

**WHEREAS**, the Interim City Attorney's annual salary was established by an employment agreement between the City and the Interim City Attorney; and

**WHEREAS**, the City Attorney's annual salary is established by an employment agreement between the City and the City Attorney; and

**WHEREAS**, the City Council desires to adopt the salary schedule for the Interim City Attorney and now the City Attorney in light of the new employment agreement.

The City Council of Hawthorne, California, hereby resolves as follows:

**Section 1.** All facts set forth in the recitals of this Resolution are true and correct and incorporated herein as if set forth in full.

**Section 2.** David L. Caceres is hereby appointed as the City Attorney for the City of Hawthorne effective January 27, 2026.

**Section 3.** The "Employment Agreement Between the City of Hawthorne and David L. Caceres" attached hereto as Exhibit A, is hereby approved ("Employment Agreement").

**Section 4.** The City Council hereby establishes, approves and adopts the salary schedule as set forth in Exhibit B to this Resolution, which incorporates the salary range for the position of Interim City Attorney, effective as of November 3, 2025 through January 26, 2026.

**Section 5.** The City Council hereby establishes, approves and adopts the salary schedule as set forth in Exhibit C to this Resolution, which incorporates the salary range for the position of City Attorney, effective as of January 27, 2026

**Section 6.** The Director of Human Resources is hereby directed to make the salary schedules publicly available by posting the schedules at the office of the City's Human Resources Department or ensure that the salary schedules are immediately accessible and available for public review from the City during normal business hours or posted on the City's website.

**Section 7.** The City Clerk shall certify the adoption of this Resolution and shall cause this Resolution and the certification to be entered in the book of resolutions of the Council of the City of Hawthorne.

**Section 8.** This Resolution shall be in full force and effect immediately upon its passage and adoption thereof.

**PASSED, APPROVED, and ADOPTED** this 27th day of January, 2026.

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**ALEX VARGAS, Mayor**  
**City of Hawthorne, California**

**ATTEST:**

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**DAYNA WILLIAMS-HUNTER, City Clerk**  
**City of Hawthorne, California**

**APPROVED AS TO FORM:**

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**Special Counsel to the City Council  
City of Hawthorne**

**EXHIBIT A**  
**EMPLOYMENT AGREEMENT**

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HAWTHORNE  
AND DAVID L. CACERES**

This Employment Agreement (Agreement) is entered into by and between the City of Hawthorne (“City”) and David L. Caceres (“DLC”), with reference to the following facts and circumstances:

**RECITALS**

**WHEREAS**, DLC has been a county and municipal law attorney for nearly thirty (30) years, with experience advising legislative and advisory bodies at the Cities of Riverside, Torrance, Simi Valley, Hawthorne, and the County of Santa Barbara; and

**WHEREAS**, the City Council voted to approve DLC as the City Attorney on January 27, 2026, at the regularly scheduled City Council meeting; and

**WHEREAS**, the City Council now finds that DLC possess the specialized skills necessary and required for a City Attorney and wishes to approve DLC’s employment contract as the City Attorney; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and DLC agree as follows:

**AGREEMENT TO EMPLOY**

1. The City agrees to employ the services of DLC as the City Attorney upon the effective date of this Agreement.
2. DLC agrees to accept employment as the City Attorney pursuant to the terms of this employment Agreement.
3. DLC agrees to remain in the exclusive employ of the City during the term of this agreement and neither to accept other employment nor to become employed by any other employer unless his employment with the City is terminated.

**EFFECTIVE DATE AND TERM**

4. The date of this Agreement shall be January 27, 2026. Unless earlier terminated, this Agreement shall expire on January 27, 2029.
5. DLC agrees to perform the duties of City Attorney as set forth in Sections

2.08.020 and 2.08.030 of the Hawthorne Municipal Code.

6. The term of the Agreement shall be three (3) years.

### **COMPENSATION**

7. City shall compensate DLC at the base salary of \$285,000 annually, to be paid on a bi-weekly basis during the term of this Agreement. For purposes of California public employee compensation law, DLC's compensation is considered indefinite with respect to the time period prior to any specific adjustment that may be approved by action of the City Council.

8. DLC is an exempt employee and is not entitled to overtime. DLC's salary shall be subject to withholding and other applicable taxes and shall be payable to DLC on a pro rata basis at the same time as other employees of the City are paid. DLC shall not be a member of the Hawthorne Executive Group (HEG), and the provisions of the HEG MOU shall not apply to DLC unless specifically so provided in this Agreement.

### **FRINGE BENEFITS**

9. DLC shall receive the following fringe benefits:

- A. DLC **waives** the utilization of a City owned vehicle or its fiscal allowance.

- B. DLC shall accrue vacation leave at the rate of 8.7 hours per pay period through the term of this Agreement as the City Attorney. Vacation leave shall accrue on an unlimited basis.

- C. Upon the effective date of this Agreement, DLC shall accrue sick leave at the rate of 5.06 hours for each bi-weekly pay period in which DLC actually worked, or was on paid leave. DLC will be entitled to receive the value of accumulated sick leave upon separation from employment, whether that be from voluntary resignation, retirement or termination.

- D. DLC shall be entitled to one hundred (100) hours of administrative leave per calendar year. Administrative leave shall accrue at the rate of 3.85 hours per bi-weekly pay period and shall accrue on an unlimited basis. DLC will be entitled to receive the value of accumulated administrative leave upon separation from employment, whether that be from voluntary resignation, retirement or termination.

- E. If DLC is involved in an industrial accident resulting in loss or inability of work for 10 days, he shall receive full pay for the first seven (7) days of resulting absence from work without loss of accumulated sick leave.

- F. Bereavement Leave. In the event of death of a member of DLC's immediate family, defined as spouse, child, step-child, mother, mother-in-law, stepmother, father, father-in-law, stepfather, grandparent, sister, brother, or registered domestic partner with the State of California, DLC shall be entitled to five (5) consecutive working days without loss

of pay, and not charged to sick leave, in order to arrange for and attend the funeral, take care of post-death tasks, and grieve.

G. Deferred Compensation. The City will contribute \$750 per month to DLC toward his 457(b) Deferred Compensation Plan. In addition, the City will match DLC's contribution to the City's 457 Deferred Compensation Plan up to \$400/month.

H. DLC shall be entitled to forty-eight (48) hours of personal holidays per year.

I. DLC may cash out up to 140 hours of sick leave annually.

J. DLC may cash out up to 140 hours of vacation time annually.

K. DLC shall be entitled to nine (9) hours of paid leave for those holidays observed on a Monday through Thursday and eight (8) hours for holidays that are observed on Fridays. The following days shall be considered fixed holidays: 1) New Year's Day, 2) Martin Luther King's Day, 3) Presidents' Day, 4) Cesar Chavez' Day, 5) Memorial Day, 6) Juneteenth, 7) Independence Day, 8) Labor Day, 9) Veterans day, 10) Thanksgiving Day, 1) Day after Thanksgiving, 12) Christmas Eve and 13) Christmas Day. If any City recognized holiday falls on an otherwise scheduled closed Friday, DLC shall be entitled to an additional 8 hours of floating holiday time for each such day.

L. DLC shall be paid his regular salary if he is summoned to serve as trial juror, for a period not exceeding ten (10) days, pursuant to City Council Resolution No. 5342.

M. DLC shall be entitled to medical, dental and vision insurance with the full premiums, employee plus one dependent, paid by the City. If DLC enrolls in insurance plans that include coverage for additional dependents or family members, he will be responsible for paying the remainder of the premium after the "employee plus one dependent" portions has been subtracted.

N. DLC shall continue with his life insurance and accidental death and dismemberment, the City's Employee Assistance Program, and long-term disability program in the same or similar manner as HEG MOU, paid by the City.

O. DLC may enroll in the Flexible Spending Account Plan pursuant to the provisions of Sections 125 and 129 of the Internal Revenue Code which allow employees to allocate a designated portion of their salaries to a Flexible Spending account used to pay (1) health and dental insurance premiums, (2) medical expenses not paid by a health insurance carrier and/or (3) child care expenses. Any amounts so allocated but not expended for those purposes shall be forfeited by the employee. Participation in this benefit is voluntary.

P. CalPERS Pick-Up. The City shall pay to CalPERS an amount equal to 8% of the member's normal contribution as EPMC and shall report the same percent (value) of compensation earnable to CalPERS as additional compensation. Pursuant to the provisions of

section 414(h)(2) of the Internal Revenue Code, the 8% contribution will be paid on a pre-tax basis.

Q. DLC shall work on a 9/80 schedule that coincides with all other City employees working in City Hall. As an exempt employee, DLC may sometimes have to work outside or in excess of regular 9/80 schedule, and shall not be eligible for any overtime payment for such work.

R. The City shall budget for and pay DLC's travel and subsistence expenses for the annual League of California Cities Conference for City Attorneys.

S. The City shall budget for and pay for DLC's annual California Bar Dues.

T. Technology. DLC shall be supplied with both a City-owned smart phone (iPhone or equivalent) and laptop.

### **PERFORMANCE REVIEW**

10. The City may periodically review DLC's performance as delineated under Hawthorne Municipal Code Section 2.08. Additionally, there shall be a Closed Session for Performance Evaluation of the City Attorney to be added to the City Council Meeting Agenda annually on a regularly scheduled City Council meeting date that is closest to the effective date of this Agreement. For each year, if DLC's contract is not terminated after his Performance Evaluation, he shall be entitled to an increase in pay by five percent (5%) of his then base salary.

### **RETIREMENT**

11. As a "miscellaneous employee," DLC is enrolled and shall continue to be enrolled in the City's CalPERS retirement system at the 3% @ 60 retirement formula. As a Classic Member, his retirement formula will be based upon his one year of highest compensation per the California Government Code.

12. DLC shall be granted the option of selecting medical insurance coverage from a list of carriers that exist as choices for other current retirees of HEG, except as limited by law. Such insurance coverage shall be provided at no cost to DLC. If DLC is receiving health care insurance at the time of his retirement, he shall be entitled to maintain enrollment in the City's health plan, as per the established guidelines and rules of CalPERS. The City shall pay an amount equal to employee plus one dependent coverage for the health plan in which DLC is enrolled, less any administrative fees required by the Plan. If DLC is not enrolled in a health plan at the time of retirement, he shall not be eligible for this retirement benefit.

### **TERMINATION OF AGREEMENT**

13. The City Council may terminate this Agreement pursuant to the provisions of Chapter 2.08 of the Hawthorne Municipal Code. If the City Council terminates this agreement pursuant to Chapter 2.08, DLC shall be paid his entire unused vacation, sick, floating holiday,

and administrative leave time at the base salary rate at the time of termination. DLC shall be employed “at-will” and shall have no property right to City employment. DLC may also request a public hearing pursuant to the requirements of Hawthorne Municipal Code Sec. 2.08.060.

14. **Severance.** Upon early termination of this Agreement by the City Council, DLC shall be entitled to receive a severance package from the City, which shall be equivalent to the lesser of: (a) twelve (12) months salary, or (b) the number of months left on the unexpired contract multiplied by DLC’s then-current monthly rate. This provision shall be interpreted to comply with the requirements of Government Code Section 53260 DLC shall have the option of receiving the severance payment in equal monthly payments or in a lump sum amount. This paragraph 14 shall not apply if the Agreement expires naturally.

15. It is anticipated that, before voluntarily resigning his position, DLC shall give the City at least 30 days prior notice in writing of his intention to resign or retire. If DLC terminates this Agreement and thereby terminating his employment with the City, DLC shall not be entitled to any severance.

16. If City terminates this Agreement for cause, DLC shall not be entitled to any severance. As used in this Agreement, cause shall mean any of the following:

- A. Conviction of a felony.
- B. Conviction of a misdemeanor arising out of DLC’s duties under this Agreement and involving a willful or intentional violation of law.
- C. Continued willful abandonment of duties following a ten (10) day written notice to cure from the City Council when employed as City Attorney.

#### **ASSEMBLY BILL 1344 COMPLIANCE**

17. To the extent City provides (i) paid leave to DLC pending an investigation; (ii) funds for the legal criminal defense of DLC; and/or (iii) a cash settlement to related to the termination of DLC pursuant to this Agreement and Government Code Section 53243, et seq., DLC shall fully reimburse the City for any and all amounts paid by the City, which fall within subsection (i) through (iii) of this section in the event that DLC is convicted of a crime involving the abuse of his office or position.

#### **INDEMNIFICATION**

18. City will defend and indemnify DLC, using legal counsel of City’s choosing, against any tort, professional liability claim or demand or other legal action or claim arising out of an alleged act or omission occurring in the course and scope of DLC’s employment with the City, in accordance with California Government Code Sections 825, 995 et. seq., and other applicable provisions of California law, subject to the limitations and qualifications contained in said statutes. In the event independent counsel is required for DLC, City may select and will pay the reasonable fees of such independent counsel, subject to the provisions of Section 17 of this

Agreement. The obligation to defend and indemnify DLC shall survive the termination or expiration of this Agreement as to liability during the term of DLC's employment.

19. After termination or separation from employment from the City, should City request DLC's cooperation and advisement on any legal, administrative or business matter, including claims or litigation where DLC is not a named party, City agrees to pay DLC reasonable consulting fees and out of pocket expenses related to DLC's cooperation and advisement.

**OTHER TERMS & CONDITIONS**

20. This is the entire Agreement between City and DLC and supersedes any previous agreements, writings, notes or oral understandings.

21. This Agreement may be amended by both parties provided such amendments are approved in a duly convened Brown Act meeting by the City Council.

22. This Agreement shall be binding on the City and DLC as well as their respective heirs, agents, assigns, executors, representatives and successors in interest.

23. If any provision of this Agreement shall be held invalid by a final decision of a court of law, the remainder shall, nevertheless, be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated to separately in the event one or more of such provisions should be held invalid.

CITY OF HAWTHORNE

DATE:

By: \_\_\_\_\_  
ALEX VARGAS,  
MAYOR

DATE:

By: \_\_\_\_\_  
DAVID L. CACERES

APPROVED AS TO FORM:

DATE:

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

ROXANNE M. DIAZ  
Special Counsel to the City Council  
City of Hawthorne

**EXHIBIT B**  
**SALARY SCHEDULE**  
**(Effective November 3, 2025 through January 26, 2026)**

The following annual salary range for the listed full-time exempt position is hereby approved and shall remain in effect until modified by the City Council.

<b>Position (Job Title) - Full Time</b>	<b>Salary Schedule and Range</b>
Interim City Attorney	Annual Salary of \$285,000

**EXHIBIT C**  
**SALARY SCHEDULE**  
**(Effective January 27, 2026)**

The following annual salary range for the listed full-time exempt position is hereby approved and shall remain in effect until modified by the City Council.

<b>Position (Job Title) - Full Time</b>	<b>Salary Schedule and Range</b>
City Attorney	Annual Salary of \$285,000



**AGENDA ITEM NO. 8.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: Human Resources

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**City Manager: Department Head:**

**SUBJECT:**

RESOLUTION NO. 8584 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA AMENDING THE CITY'S SALARY SCHEDULE TO INCLUDE THE SALARIES OF THE CITY ATTORNEY AND POLICE CHIEF.

**RECOMMENDED MOTION:**

Staff recommends that the City Council adopt Resolution No. 8584, amending the City's Salary Schedule to include the salaries of the positions of City Attorney and Police Chief.

**DISCUSSION:**

As a contributing member of the California Public Employees' Retirement System (CalPERS), the City of Hawthorne is subject to statutory and regulatory requirements for public agencies. The Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act of 2013 (PEPRA), and the California Code of Regulations (CCR) require that public agencies contracting with CalPERS adopt a publicly available pay schedule to provide the base information for determining pensionable compensation. CalPERS has also provided guidance through the issuance of Circular Letter 200-003-20, which outlines the required elements under Title 2 CCR section 570.5 to be included. "Publicly available" is defined as "posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's website." The publicly available pay schedule is required to be duly approved and adopted by the governing body and made available to the public.

CalPERS requires that only compensation earned as defined in Government Code Section 20636 and corresponding regulations can be reported to CalPERS and considered in calculating retirement benefits. In order to determine the amount of "compensation earnable," a member's pay rate is limited to the amount identified on a publicly available pay schedule. 2 CCR 570.5 requires that a pay schedule must have the following:

- Be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
- Identifies the position title for every employee position;
- Shows the pay rate as a single amount or multiple amounts within a range for each identified position;

- Indicates the time base, including but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Be posted at the office of the employer or be immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years;
- Not reference another document in lieu of disclosing the pay rate.

Anytime new MOU agreements are negotiated, new or amended employment agreements are approved, or when wage rate/range adjustments or classification title changes are approved, staff will prepare amendments to the City's Salary Schedule for City Council's consideration and approval.

As recently as June 2025, the City Council adopted resolutions pertaining to changes to job classifications and pay ranges as approved in and adopted by the 2025-26 Budget. However, the positions of City Attorney and Police Chief were inadvertently omitted from the City's adopted Salary Schedule over the last several years because the terms of employment for those officials are provided in separate employment agreements. However, for CalPERS purposes, the salary information for those positions must be included in a publicly accessible Salary Schedule.

Because the Salary Schedule had not been updated to include the positions of City Attorney and Police Chief, and persons in those positions have retired, the Salary Schedule for those positions are being updated retroactively for the City Attorney position commencing May 11, 2021, and concluding on October 31, 2025, and for the position of Police Chief for the period commencing on April 8, 2023, and concluding on December 12, 2025. This will bring the City's Salary Schedule into alignment and consistency with the salary provisions provided by the City in their respective employment agreements for those retired employees through their last day and year of service as an employee of the City, so as to ensure that the CalPERS retirement benefits are provided as provided by their employment agreements.

For these reasons, the salary ranges for the City Attorney as shown on Exhibit A are intended to be effective retroactively and for the period May 11, 2021, through October 31, 2025. The salary ranges for the Police Chief, as shown in Exhibit B, are hereby made retroactively effective from April 8, 2023, through December 12, 2025.

Nothing in the proposed action or Resolution will affect the salary of persons currently holding the position of Interim City Attorney or City Attorney and Police Chief as of November 1, 2025, and December 13, 2025, respectively, which salaries shall be set by a separate Resolution and further updated Salary Schedule.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

Not applicable.

**FISCAL IMPACT:**

No impact because the terms of the former Interim City Attorney, former City Attorney, and former Police Chief were already established in their employment agreements.

**NOTICING PROCEDURE:**

72 hours posted notice pursuant to the Ralph M, Brown Act.

**ATTACHMENTS**



**RESOLUTION NO. 8584**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA AMENDING THE CITY'S SALARY SCHEDULE TO INCLUDE THE SALARIES OF THE CITY ATTORNEY AND POLICE CHIEF**

**WHEREAS**, the California Public Employees' Retirement System ("CalPERS") requires that public employees' pay rate be set forth in a publicly available salary schedule;

**WHEREAS**, the former City Attorney's and former Police Chief's annual salary were established by employment agreements between the City and those former City officials but the salaries provided to those officials in their employment agreements were inadvertently not included in the City's adopted Salary Schedule; and

**WHEREAS**, the City Council desires to update the City's salary schedules for the position of City Attorney for the period commencing May 11, 2021 and concluding on October 31, 2025, and for the position of Police Chief for the period commencing on April 8, 2023 and concluding on December 12, 2025 as provided in their respective employment agreements as of the date of their last year or service as an employee of the City so as to ensure that the CalPERS retirement benefits are provided to each of the affected former employees who held those positions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWTHORNE DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

**Section 1.** All facts set forth in the recitals of this Resolution are true and correct and incorporated herein as if set forth in full.

**Section 2.** The City Council hereby adopts the Salary Schedules set forth in Exhibits A and B to this Resolution, which incorporates the salary range for the positions of City Attorney and Police Chief. The salary ranges for the City Attorney as shown on Exhibit A are hereby effective retroactively and for the period May 11, 2021 through October 31, 2025. The salary ranges for the Police Chief as shown on Exhibit B are hereby effective retroactively for the period April 8, 2023 through December 12, 2025. Nothing in this Resolution or the Exhibits thereto, are intended to affect the salary of persons holding the position of City Attorney or Police Chief as of November 1, 2025 and December 13, 2025, respectively, which salaries shall be set by separate Resolution and further updated Salary Schedule.

**Section 3.** The Director of Human Resources is hereby directed to make the salary schedule publicly available by posting the schedule at the office of Human Resources Department or ensure that the salary schedule is immediately accessible and available for public review by members of the public during normal business hours or posted on the City's website.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**Section 5.** The City Clerk shall certify to the adoption of this resolution.

**PASSED, APPROVED, and ADOPTED** this 27th day of January, 2026.

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**ALEX VARGAS, Mayor**  
**City of Hawthorne, California**

**ATTEST:**

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**DAYNA WILLIAMS-HUNTER, City Clerk**  
**City of Hawthorne, California**

**APPROVED AS TO FORM:**

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**KEVIN ENNIS**  
**Special Council to the City Council**  
**City of Hawthorne**

**EXHIBIT A**

**SALARY SCHEDULE FOR CITY ATTORNEY**

**CITY OF HAWTHORNE  
SALARY SCHEDULE  
INTERIM CITY ATTORNEY / CITY ATTORNEY**

POSITION	EFFECTIVE DATE	BASE SALARY / MONTHLY
<b>INTERIM CITY ATTORNEY - ROBERT KIM</b>		
EMPLOYMENT CONTRACT	11-May-21	16,000.00
<b>CITY ATTORNEY - ROBERT KIM</b>		
EMPLOYMENT CONTRACT	27-Oct-21	18,750.00
WITH 3% INCREASE PER EMPLOYMENT AGREEMENT 10/27/2021	25-Oct-22	19,312.50
WITH 3% INCREASE PER EMPLOYMENT AGREEMENT 10/27/2021	10-Oct-23	19,891.87
WITH 5% INCREASE PER FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT 12/23/2023	12-Dec-24	20,886.46

**EXHIBIT B**

**SALARY SCHEDULE FOR POLICE CHIEF**

**Monthly & Monthly with Special Compensation**

**CITY OF HAWTHORNE  
SALARY SCHEDULE  
CHIEF OF POLICE**

<b>POSITION</b>	<b>EFFECTIVE DATE</b>	<b>BASE SALARY / MONTHLY</b>
<b>CHIEF OF POLICE - GARY TOMATANI</b>		
<b>EMPLOYMENT CONTRACT 28-MAR-2023</b> (Note: Base salary is effective 8-Apr-2023, beginning of the pay period following the contract's effective date)	8-Apr-23	\$ 15,000.00
<b>5% INCREASE PER EMPLOYMENT CONTRACT 28-MAR-2023</b>	8-Apr-24	\$ 15,750.00
<b>SALARY INCREASE/ADJUSTMENT PER SIDE LETTER AGREEMENT 27-JUL-2024</b>	27-Jul-24	\$ 16,355.77
<b>10% SALARY INCREASE/ADJUSTMENT PER HPMSG MOU OF 2024-2027</b>	27-Jul-24	\$ 17,991.35
<b>SALARY INCREASE/ADJUSTMENT PER SIDE LETTER AGREEMENT 27-JUL-2024</b>	1-Jan-25	\$ 19,375.25
<b>5% SALARY INCREASE/ADJUSTMENT PER HPMSG MOU OF 2024-2027</b>	1-Jul-25	\$ 20,344.05

**CITY OF HAWTHORNE  
SALARY SCHEDULE  
CHIEF OF POLICE**

<b>POSITION</b>	<b>EFFECTIVE DATE</b>	<b>BASE SALARY / MONTHLY</b>	<b>SPECIAL COMPENSATION</b>	<b>TOTAL MONTHLY SALARY</b>
<b>CHIEF OF POLICE - GARY TOMATANI</b>				
EMPLOYMENT CONTRACT 28-MAR-2023 (Note: Base salary is effective 8-Apr-2023, beginning of the pay period following the contract's effective date)	8-Apr-23	\$ 15,000.00	\$ 6,314.54	\$ 21,314.54
5% INCREASE PER EMPLOYMENT CONTRACT 28-MAR-2023	8-Apr-24	\$ 15,750.00	\$ 6,629.54	\$ 22,379.54
SALARY INCREASE/ADJUSTMENT PER SIDE LETTER AGREEMENT 27-JUL-2024	27-Jul-24	\$ 16,355.77	\$ 6,883.96	\$ 23,239.73
10% SALARY INCREASE/ADJUSTMENT PER HPMSG MOU OF 2024-2027	27-Jul-24	\$ 17,991.35	\$ 8,650.39	\$ 26,641.74
SALARY INCREASE/ADJUSTMENT PER SIDE LETTER AGREEMENT 27-JUL-2024	1-Jan-25	\$ 19,375.25	\$ 9,314.72	\$ 28,689.97
5% SALARY INCREASE/ADJUSTMENT PER HPMSG MOU OF 2024-2027	1-Jul-25	\$ 20,344.05	\$ 9,779.68	\$ 30,123.73



**AGENDA ITEM NO. 9.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026  
Originating Department: Planning

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**City Manager: Department Head:**

**SUBJECT:**

RESOLUTION NO. 8585 - AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A DISPOSITION, DEVELOPMENT, AND LOAN AGREEMENT ("DDLA") WITH ABODE COMMUNITIES, A CALIFORNIA NONPROFIT ORGANIZATION, FOR THE DEVELOPMENT AND OPERATION OF AFFORDABLE HOUSING ON REAL PROPERTY IMMEDIATELY SOUTH OF 14115 CORDARY AVENUE (ASSESSOR PARCEL NUMBER 4051-030-902).

**RECOMMENDED MOTION:**

Adopt Resolution No. 8585 authorizing the City Manager to negotiate and execute a DDLA, including all related documents and amendments, with Abode Communities for the development and operation of affordable housing on City-owned property, and finding the project statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code section 21080.66 (enacted by SB 130).

**DISCUSSION:**

Background:

The property immediately south of 14115 Cordary Avenue ("Property") was acquired by the former Hawthorne Community Redevelopment Agency in 2011 and remained with the City in its role as the Housing Successor Agency. The Property is identified in the City's certified Housing Element as an entitled or proposed residential development site suitable for housing development during the current planning period. On August 1, 2024, the City issued a Notice of Funding Availability and Request for Affordable Housing Proposals ("NOFA/RFP") seeking a qualified developer to construct and operate affordable housing on the Property. Following evaluation of submitted proposals, the City selected Abode Communities ("Developer"), a California nonprofit organization with experience developing and operating affordable housing, and entered into an Exclusive Negotiating Agreement ("ENA") on June 24, 2025 to negotiate the terms of a future Disposition, Development, and Loan Agreement ("DDLA").

Draft DDLA:

Since the execution of the ENA, City staff and the Developer have engaged in good faith negotiations and have arrived at a draft DDLA. The DDLA establishes the general terms and conditions under which the Property would be leased to the Developer for the development and long-term operation of an affordable housing project. Key elements of the draft DDLA include:

- A 55-year ground lease of the Property for affordable housing purposes;
- Development of 93 affordable residential units, affordable to households earning 30%-70% Area Median Income ("AMI");

- A City funding commitment of \$7,000,000 from City sources, including the Low- and Moderate-Income Housing Asset Fund and Permanent Local Housing Allocation ("PLHA") funds; and
- Ongoing affordability and operational covenants to ensure compliance with City and funding source requirements.

The resolution before the City Council does not approve the DDLA in its current, draft form. Rather, it authorizes the City Manager to continue negotiations and to execute the final DDLA and related documents once all parties are satisfied with the agreement in the best interests of the City. The Developer is applying for funding offered by the Los Angeles County Affordable Housing Solutions Agency as part of its competitive Production and Preservation Notice of Funding Availability ("PPO NOFA"). City staff and the Developer expect that approval of this resolution would help the Developer's application to meet all requirements and to make the application more competitive for the PPO NOFA.

Environmental Review:

Public Resources Code section 21080.66, enacted by Senate Bill 130 (SB 130), provides a statutory exemption from the California Environmental Quality Act ("CEQA") for qualifying urban infill housing development projects that meet specified objective criteria. The Property qualifies for this statutory exemption based on its location, zoning, and identification in the City's Housing Element. Adoption of the proposed resolution includes a finding that the project qualifies for this CEQA exemption.

Consistency with City Goals:

Approval of the resolution supports the City Council's adopted housing policies and Housing Element goals by facilitating the development of new affordable housing on City-owned land. The project advances the City's objectives related to housing production, affordability, and use of publicly owned property to address local and regional housing needs.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

Not Applicable

**FISCAL IMPACT:**

Approval of the resolution authorizes the City Manager to negotiate and execute a DDLA that includes a City funding commitment of up to \$7,000,000, subject to the final terms of the agreement. Funding is anticipated to be provided from the City's Low- and Moderate-Income Housing Asset Fund and Permanent Local Housing Allocation (PLHA) funds.

The timing of expenditures, repayment terms, and long-term fiscal impacts will be governed by the final DDLA. No immediate General Fund impact is anticipated as a result of this action.

**NOTICING PROCEDURE:**

72 hours posted notice pursuant to the Ralph M. Brown Act.

**ATTACHMENTS**

Reso No 8585

Draft DDLA

Notice of Exemption

**RESOLUTION NO. 8585**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A DISPOSITION, DEVELOPMENT, AND LOAN AGREEMENT (“DDLA”) WITH ABODE COMMUNITIES, A CALIFORNIA NONPROFIT ORGANIZATION, FOR THE DEVELOPMENT AND OPERATION OF AFFORDABLE HOUSING ON REAL PROPERTY IMMEDIATELY SOUTH OF 14115 CORDARY AVENUE (ASSESSOR PARCEL NUMBER 4051-030-902) AS DEFINED HEREIN.**

**WHEREAS**, the City of Hawthorne (“City”), in its capacity as the Housing Successor Agency to the Hawthorne Community Redevelopment Agency, owns certain real property immediately south of 14115 Cordary Avenue, Assessor Parcel Number 4051-030-902 (“Property”), totaling approximately 40,260 square feet of land; and

**WHEREAS**, the City selected Abode Communities (“Developer”) through a Notice of Funding Availability and Request for Affordable Housing Proposals (“NOFA/RFP”) process and entered into an Exclusive Negotiating Agreement (“ENA”) with the Developer on June 24, 2025 with the intent negotiate and enter into a future Disposition, Development, and Loan Agreement (“DDLA”); and

**WHEREAS**, the City and the Developer have engaged in good faith negotiations as outlined in the ENA, and have come to a draft form of the DDLA; and

**WHEREAS**, the draft DDLA includes a Form of Ground Lease of the Property for the development and operation of affordable housing; and

**WHEREAS**, the draft DDLA includes a funding commitment of seven million dollars (\$7,000,000) from City funding sources, including the City’s Low- and Moderate-Income Housing Asset Fund and Permanent Local Housing Action funds; and

**WHEREAS**, Public Resources Code section 21080.66, enacted by Senate Bill 130 (“SB 130”), provides a statutory exemption from the California Environmental Quality Act (“CEQA”) for qualifying urban infill housing development projects that meet specified objective criteria; and

**WHEREAS**, the Property is identified in the City’s certified Housing Element as an Entitled/Proposed residential development site suitable for housing development during the planning period; and

**WHEREAS**, this Resolution is not an approval of the DDLA in its draft form, but rather authorizes the City Manager to continue negotiations and execute a final DDLA once all parties are satisfied with its contents, in the best interest of the City.

**NOW, THEREFORE**, the City Council of the City of Hawthorne does hereby resolve as follows:

**Section 1.** The above recitals are true and correct and are a substantive part of this Resolution, incorporated herein by this reference.

**Section 2.** The City Council authorizes the City Manager to continue negotiations and to execute in the name of the City Council the DDLA, its attachments, and any subsequent amendments or modifications thereto.

**Section 3.** The Property qualifies for the statutory exemption from CEQA set forth in Public Resources Code section 21080.66, as enacted by Senate Bill 130.

**Section 4.** Within thirty (30) days of the DDLA being fully executed by all parties, the Planning Department shall provide the final contract to the City Clerk for inclusion into the official file.

**PASSED AND ADOPTED** by the City Council of the City of Hawthorne at a meeting held on the 27th day of January, 2026.

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ALEX VARGAS, Mayor  
City of Hawthorne, California

ATTEST:

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DAYNA S. WILLIAMS-HUNTER, City Clerk  
City of Hawthorne, California

APPROVED AS TO FORM:

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DAVID CACERES, Interim City Attorney  
City of Hawthorne, California

**DISPOSITION, DEVELOPMENT, AND LOAN AGREEMENT**

by and between the

**CITY OF HAWTHORNE**

and

**CORDARY AVENUE, L.P**

DRAFT

\_\_\_\_\_, 2026

THIS DISPOSITION, DEVELOPMENT, AND LOAN AGREEMENT (this “**Agreement**”) is dated as of \_\_\_\_\_, 2026 (“**Effective Date**”) and is entered into by and between the CITY OF HAWTHORNE, a California municipal corporation (“**City**”), and CORDARY AVENUE, L.P., a California limited partnership (“**Developer**”). The City and the Developer are collectively referred to herein as the “**Parties**.”

## RECITALS

A. The City is the owner of property which does not yet have an assigned address and is located immediately south of 14115 Cordary Avenue (APN 4051-030-902) [ORDERED UPDATED PTR; NEED TO RESOLVE VESTING] described in Exhibit “A” attached hereto (the “**Property**”). City intends to ground lease the Property to Developer and make a secured loan to Developer, and Developer intends to ground lease the Property from City and accept such loan, upon and subject to the terms and conditions hereinafter set forth.

B. The Property was acquired by the former Hawthorne Community Redevelopment Agency using its housing set aside funds, and some of the funds for the City loan are also derived from such housing set aside funds. The City is the successor to the housing assets of the former Hawthorne Community Redevelopment Agency, including the Property and such funds.

C. Developer has proposed the development of a 93-unit multifamily rental housing development on the Property that will be affordable to extremely low, very low, and low income households and one manager’s unit, and other amenities as more particularly described in the form of Ground Lease attached hereto as Exhibit G. The developer has also proposed other improvements and offsite improvements required by the City’s governmental conditions of approval of entitlements/permits, as more particularly described in the form of Ground Lease attached hereto as Exhibit G and the form of Affordable Housing Covenant attached hereto as Exhibit F (the “**Project**”). [GROUND LEASE DEADLINE TO MATERIALLY COMMENCE WILL BE WITHIN 30 DAYS AFTER CLOSING UNDER THIS DDLA OR CLOSE OF CONSTRUCTION FINANCING; DEADLINE TO COMPLETE WILL BE DATE THAT IS 30 MONTHS AFTER COMMENCEMENT, SUBJECT TO FORCE MAJEURE DELAYS]

D. Upon satisfaction of the conditions precedent to closing set forth in this Agreement and subject to the terms and conditions set forth herein, the City will lease the Property to Developer for 55 years after the issuance of a certificate of occupancy for the Project pursuant to such Ground Lease and will provide a secured construction and permanent loan of \$7,000,000 (“**City Loan**”) to assist in financing the Project. The Ground Lease shall provide, among other things, that a default under the recorded Affordable Housing Covenant or the City Loan shall be a default under the Ground Lease.

E. As conditions to the closing, Developer will execute and deliver to the escrow for the closing for recording (and in the case of the promissory note for the loan, directly to City), among other documents, a deed of trust that will provide City with a security interest in Developer’s leasehold interest in the Property to secure the City loan, an assignment of contracts and plans that will provide City with a security interest in architect’s and engineer’s contracts and plans and specifications to secure the City loan, and the Affordable Housing Covenant.

F. A material inducement to City to enter into this Agreement and close the transactions described herein is the agreement by Developer to comply with the Ground Lease and the Affordable Housing Covenant, including the obligation to develop the Project in accordance with and within the time periods specified in the Ground Lease, and the City would be unwilling to close this transaction in the absence of an enforceable commitment by Developer to take such actions and complete such work in accordance with such provisions and within such time periods.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

## ARTICLE I

### DEFINITIONS; EXHIBITS

1.1 Incorporation of Recitals. The Parties acknowledge the truth of the foregoing recitals which are hereby incorporated into this Agreement by this reference.

1.2 Definitions. The following terms shall have the meanings set forth below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

“**Affordable Housing Covenant**” is described in Recital C, and the form of it is attached as part of Exhibit F.

“**Assignment Agreement**” means a collateral assignment of architect and engineer contracts and plans in the form attached as Exhibit E.

“**Authorized Representative**” means the City Manager of the City of Hawthorne or his or her designee.

“**City**” means the City of Hawthorne, a municipal corporation.

“**City Council**” means the City Council of the City of Hawthorne, California.

“**City Documents**” means collectively, this Agreement, the City Loan Note, the Deed of Trust, the Affordable Housing Covenant, the Notice, the Assignment Agreement, and the Ground Lease.

“**City Loan**” is defined in Recital D and further described in Section 4.1.

“**City Loan Note**” means a secured promissory note in the form attached hereto as Exhibit C.

“**Closing**,” “**Closing Date**” or “**Close of Escrow**” shall be the date that escrow closes for the City Loan and shall be the date upon which the term of the Ground Lease commences and the Memorandum of Lease is recorded.

“**Commencement Date**” means the date that the term of the Ground Lease commences, which shall be the Closing Date.

“**Conditions of Approval**” means all governmental conditions imposed on any governmental approvals or permits required for the Project.

“**Construction Plans**” is defined in Section 5.4.

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

“**CTCAC**” means the California Tax Credit Allocation Committee.

“**Deed of Trust**” means the deed of trust substantially in the form attached hereto as Exhibit to be executed by Developer as trustor for the benefit of City and recorded against Developer’s leasehold interest in the Property to secure repayment of the City Loan.

“**Developer**” means Cordary Avenue, L.P., a California limited partnership and its successors and permitted assigns.

“**Developer Parties**” means Developer and Developer’s agents, employees, consultants, contractors, and subcontractors, and any person acting on behalf of, or as the invitee of, any of the foregoing.

“**Developer’s Permitted Exceptions**” is defined in Section 3.1.

“**Effective Date**” is the date specified in the preamble to this Agreement.

“**Environmental Laws**” is defined in Section 6.11.2.

“**Escrow Agent**” is defined in Section 3.4.

“**Ground Lease**” is defined in Recital C, and the form of it is attached as Exhibit.

“**Hazardous Material**” is defined in Section 6.11.1.

“**Improvements**” or “**Project**” means the improvements to be developed on the Property pursuant to this Agreement and the Ground Lease.

“**Investor Limited Partner**” means the entity admitted to the Developer as a limited partner and that will provide equity contributions to fund development of the Project.

“**Lender’s Title Policy**” is defined in Section 3.8(e).

“**Loan Proceeds**” means the proceeds of the City Loan.

“**Memorandum of Lease**” is defined in Section 3.8(d), and the form of it is attached as an Exhibit to the Ground Lease (the form of the Ground Lease is attached hereto as Exhibit ).

“**Notice**” means the Notice of Affordability Restrictions on Transfer of Property attached hereto as part of Exhibit .

“**Official Records**” means the Official Records of Los Angeles County.

“**Owner’s Title Policy**” is defined in Section 3.9(c).

“**Project**” is defined in Recital B and more particularly described in the form of Ground Lease.

“**Property**” is defined in Recital A and described in Exhibit A-2.

“**Property Management Plan**” is defined in Section 5.7.

“**Residential Marketing Plan**” is defined in Section 5.8.

“**Transfer**” shall mean any (i) voluntary or involuntary sale, transfer, assignment or conveyance of the this Agreement, the Project or the Property, any portion thereof or interest therein, or any agreement to do so, (ii) any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to any ownership interest in Developer or any contract or agreement to do any of the same, (iii) any merger, consolidation, sale or lease of all or substantially all of the assets of the Developer, and/or (iv) the leasing of part or all of the Project thereon (except as leasing is expressly permitted in Section 7.1).

“**Title Company**” is defined in Section 3.4.

“**Title Report**” is defined in Section 3.1.

“**Updated Financing Plan**” is defined in Section 2.5.2.

1.3 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement by this reference:

- A Legal Description of the Property
- B Pre-Closing Schedule [INTENTIONALLY OMITTED]
- C Form of City Loan Note
- D Form of Leasehold Deed of Trust (which includes the post-closing schedule and Memorandum of Lease)

- E Form of Assignment
- F Forms of Affordable Housing Covenant and Notice of Affordability Restrictions
- G Form of Ground Lease
- H Preliminary Financing Plan (Project Budget; Sources and Uses of Funds; Pro-forma/projected Operating Income/Expense Statement)

## ARTICLE II

### REPRESENTATIONS; EFFECTIVE DATE; PROJECT SCOPE; FINANCING PLAN

2.1 Representations. Developer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 to be untrue, Developer shall promptly give written notice of such fact or condition to City. Developer acknowledges that City shall rely upon Developer's representations made herein notwithstanding any investigation made by or on behalf of City. Developer hereby represents, warrants, and covenants that the following are true and correct as of the Effective Date, and shall be true and correct as of the Closing Date.

(a) Organization. Developer is a limited partnership, duly organized and in good standing under the laws of the State of California.

(b) Authority of Developer. Developer has full power and authority to execute and deliver this Agreement, the other City Documents, and all other documents or instruments that have been or that will be executed and delivered by Developer pursuant to or in connection with this Agreement, and to perform and observe the terms and provisions of all of the foregoing.

(c) Authority of Persons Executing Documents. This Agreement, the other City Documents, and all other documents or instruments that have been or that will be executed and delivered by Developer pursuant to or in connection with to this Agreement, have been executed and delivered, or will be executed and delivered, by persons who are duly authorized to execute and deliver the same for and on behalf of Developer, and all actions required under Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement, the other City Documents, and all other documents or instruments that have been or that will be executed and delivered by Developer pursuant to or in connection with this Agreement, have been duly taken or will have been duly taken (to the extent such actions are required) as of the date of execution and delivery of such documents.

(d) Valid and Binding Agreements. This Agreement, the other City documents, and all other documents or instruments that have been or that will be executed and delivered by Developer pursuant to or in connection with this Agreement constitute, or if not yet executed or delivered, will when so executed and delivered, constitute, legal, valid and binding obligations of Developer, enforceable in accordance with their respective terms, subject to laws affecting creditors' rights and principles of equity.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement, the other City Documents, or any other documents or instruments that have been or that will be executed and delivered by Developer pursuant to or in connection with this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency binding on Developer, or any provision of the organizational documents of Developer, or will conflict with or constitute a breach of or a default under any agreement to which Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of Developer, other than liens established pursuant hereto.

(f) Pending Proceedings. Except as disclosed in writing to the City prior to execution of this Agreement, Developer is not in default under or in violation of any law or regulation or under any order of any court, board, commission or agency whatsoever, and, to the best knowledge of the principals of Developer's general partners, there are no claims, actions, suits or proceedings pending or threatened against or affecting Developer, at law or in equity, before or by any court, board, commission or agency. Neither Developer nor any of its general partners are the subject of a bankruptcy or insolvency proceeding, and no general assignment or general arrangement for the benefit of creditors or the appointment of a trustee or receiver to take possession of all or substantially all of Developer's or any general partner's assets has been made.

2.3 Project Scope.; Design and Development Standards. The contemplated Project is described in Recital C hereto and more particularly described in Exhibit \_\_\_ to the Ground Lease (the form of which is attached as Exhibit \_\_\_ hereto).

2.4 Financing Plan; Project Schedule.

2.4.1 Preliminary Financing Plan. As set forth in the Preliminary Financing Plan attached hereto as Exhibit \_\_\_, Developer has preliminarily proposed financing the Project with a combination of a conventional construction loan that will convert to a permanent loan upon completion of construction, equity contributions from the Investor Limited Partner, the City Loan from the City, a loan from \_\_\_\_\_, a loan from \_\_\_\_\_.

2.5.2 Updated Financing Plan. Developer shall submit for City approval Developer's updated plans for construction and permanent financing of the Project (the "**Updated Financing Plan**") and such submission and approval shall be a condition to Closing. The Updated Financing Plan shall indicate all sources of funds necessary to pay, when due, the estimated costs of the Project, including without limitation the hard and soft construction costs, and shall be accompanied by evidence that all such funds are subject to binding commitments, from Developer, equity investors, and lenders, subject only to commercially reasonable conditions. The Updated Financing Plan shall include development and operating pro-formas which set out in detail Developer's plan for financing the costs of leasing the Property, and constructing and operating the Project. In addition, if applicable, the Updated Financing Plan shall be accompanied by an updated Project Schedule for approval by the City Manager in writing, and if approved, the post-closing construction schedule attached to the form of Ground Lease shall be revised accordingly.

2.5.3 City Review/Approval of Updated Financing Plan. City shall use good faith efforts to review the proposed Updated Financing Plan as soon as reasonably possible. If the City does not approve the Updated Financing Plan, the City shall set forth its objections in writing and notify Developer of the reasons for its disapproval. If City disapproves the Updated Financing Plan, Developer shall submit revisions that address the reasons for disapproval.

If Developer proposes to modify the Updated Financing Plan after it has been approved by City, Developer shall submit proposed modifications to the City for review and approval. The same review and notice and amendment provisions set forth in the preceding paragraph shall apply to City's review of proposed modifications.

2.5.4 Tax Credit Funds and Other Financing Sources; Timing. Developer will submit an initial application for tax credits by December 31, 2026 in order to secure allocations of low-income housing tax credits, and other financing for the Project to enable construction to commence by the date that is thirty (30) days after the Closing. Upon award of tax credits, Developer shall exercise diligent good faith efforts to obtain a funding commitment from a reputable equity investor(s). Developer's procurement of tax credits and receipt of commitments from an equity investor(s), and the actual closing of loans (in addition to the City Loan) from construction and permanent lenders sufficient to fully finance development of the Project are conditions precedent to the Closing (including City's obligation to lease the Property to Developer and provide the City Loan).

Developer shall submit a complete and competitive application to TCAC for tax credits in the next four (4) consecutive available funding rounds following the Effective Date. If Developer is unsuccessful after four rounds, the City may, at its sole discretion, grant an extension pursuant to and limited by Section 3.6 hereof.

### ARTICLE III

#### LEASE OF THE PROPERTY; CONDITIONS PRECEDENT TO CLOSING

3.1 Lease of Property; Review of Title. Developer acknowledges receipt of a preliminary title report for the Property issued for the City Site by Commonwealth Land Title Company under Order No. 09174701-917-CG8 dated \_\_\_\_\_, 2025 [UPDATE ORDERED] (the "**Title Report**"). [DISCUSS: DEVELOPER TO REVIEW AND APPROVE/DISAPPROVE PRIOR TO APPROVAL OF THIS DDLA, CORRECT?] Provided that all conditions precedent to Closing set forth in this Agreement have been satisfied or waived, City shall lease to Developer, and Developer shall lease from City, the Property in accordance with and subject to the terms, covenants and conditions of this Agreement and the Ground Lease, subject to: (a) the provisions and effects of the City Documents, (b) applicable building and zoning laws and regulations, (c) any lien for current taxes and assessments or taxes and assessments accruing for periods subsequent to recordation of the Memorandum of Lease, (d) the exceptions shown on the Title Report [confirm there are no exceptions that we expect to be deleted], (e) liens and encumbrances created or permitted by Developer or Developer's affiliates, employees or agents, and (f) such other conditions, liens, encumbrances, restrictions, easements and exceptions as Developer may approve in writing, which approval shall not be unreasonably

withheld. All of the foregoing are collectively hereinafter referred to as “**Developer’s Permitted Exceptions.**”

3.1.1 Supplemental Title Review. Developer may obtain from the Title Company an updated preliminary title report with hyperlinks to new title exception documents (“**Supplemental Report**”), and if Developer does so, Developer shall promptly deliver such Supplemental Report to City. Following delivery to Developer of the Supplemental Report, Developer shall have ten (10) business days to provide to City Developer’s written objections to the Supplemental Report. If Developer fails to provide written objections within such period, Developer shall be deemed to have accepted the Supplemental Report and all new exceptions listed therein and the same shall be included in Developer’s Permitted Exceptions. If Developer provides written notice of objections to new exceptions listed in the Supplemental Report, City shall have ten (10) business days to notify Developer of whether City will undertake to remove the exceptions to which Developer has objected. If City fails to respond, City shall be deemed to have elected not to cure any of the exceptions, and in such case, Developer may elect to proceed to Close of Escrow or terminate this Agreement by written notice to City. Notwithstanding anything to the contrary in this Section 3.1.1: (a) Developer shall be deemed to have accepted any new exceptions that pertain to liens and encumbrances created or permitted by Developer or Developer’s affiliates, employees or agents, and (b) City shall take action to remove any new monetary liens affecting title to the Property that are created or permitted by City.

3.2 Ground Lease/Possession at Closing. On the Closing Date, the City shall deliver possession of the Property to the Developer pursuant to the Ground Lease.

3.3 Ground Lease; [Prepayment of Rent]. [At the Closing, Developer shall pay (through escrow or outside of escrow) the sum of \$\_\_\_\_\_ to City as prepaid rent] [IF RENT IS LESS THAN FAIR MARKET RENT BY MORE THAN \$100,000, THAT TRIGGERS ECON SUBSIDY HEARING/REPORT] [AND WE HAVE ASSUMED DEVELOPER WILL PAY PREVAILING WAGES] .

3.4 Escrow. City and Developer shall open escrow at the office of Commonwealth Land Title Company (“**Escrow Agent**” or “**Title Company**”) at \_\_\_\_\_ in order to consummate the lease of the Property to Developer and the closing of escrow for the transactions contemplated hereby.

3.5 Costs of Closing and Escrow; [City Loan Fee]; Legal Fees. [At the Close of Escrow, Developer shall pay an origination fee for the City Loan of \$70,000 to the City through escrow.] Developer shall pay all title insurance premiums for title policies Developer elects to purchase in connection with the lease of the Property and the financing of the Project, and Developer shall pay all recording fees, transfer taxes, escrow fees and closing costs incurred in connection with the lease of the Property and the financing of the Project. Developer shall pay for the cost of the lender’s policy of title insurance that must be issued to City insuring the City’s deed of trust which secures the City Loan. Property taxes and assessments shall be prorated as of the Closing Date. City and Developer shall provide Escrow Agent with a copy of this Agreement, which together with such supplemental instructions as City or Developer may

provide and which are consistent with this Agreement or which are otherwise mutually agreed upon by City and Developer, shall serve as escrow instructions for the Close of Escrow.

3.6 Closing Deadline. The Closing Date shall occur on or before \_\_\_\_\_, which shall not be subject to extension for Force Majeure subject to the satisfaction or waiver of all conditions precedent to the Close of Escrow as set forth in Sections 3.8 and 3.9; however, the City Manager may extend such deadline in his or her sole and absolute discretion provided that such extension(s) are in writing, and do not exceed \_\_\_\_\_].

If the Closing does not occur by the Closing deadline, either the Developer or City shall have the right, by delivery of written notice to the other party, to terminate this Agreement, subject to any provisions and obligations herein which state that they survive termination.

3.7 Closing Deliveries; Recording. Prior to the Close of Escrow, Developer shall deliver the executed City Loan Note and the Assignment to City, and shall deposit into escrow the City Documents to which Developer is a party, executed and acknowledged as applicable, Developer's share of closing costs, [and funds in the amount required to pay all rent to be prepaid under the Ground Lease (i.e., \$ \_\_\_\_\_)], and all other costs and expenses payable by Developer pursuant to this Agreement and the City Documents. Provided that all conditions precedent to Close of Escrow have been satisfied or waived, City shall deposit into escrow executed copies of the City Documents to which City is a party. On the Closing Date, the Escrow Agent shall cause the Memorandum of Lease, the Affordable Housing Covenant, the Notice, and then the Deed of Trust, in that order to be recorded in the Official Records (it being understood that any subordination of the City's Deed of Trust to the deed of trust securing the primary construction loan must be evidenced by a reasonable, recorded subordination agreement approved and signed by the City Manager).

3.8 City's Conditions to Closing. City's obligations to lease the Property to Developer and close the City Loan (i.e., the "Closing") are conditioned upon the satisfaction of the terms and conditions set forth in this Section 3.8, unless any such condition is waived in writing by the City acting in the discretion of its Authorized Representative.

(a) No Default. There shall exist no condition, event or act which would constitute a breach or default by Developer under this Agreement or any other City Document, or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default.

(b) Representations. All representations and warranties of Developer contained herein or in any other City Document or certificate delivered in connection with the transactions contemplated by this Agreement shall be true and correct in all material respects as of the Close of Escrow.

(c) Due Authorization and Good Standing; Organizational Documents. Developer shall have delivered to City copies of all of the following, including updated versions of any of the following that have been amended or modified since the date of any prior delivery of such documents to City: (i) the {Partnership Agreement} for Developer; (ii) copies of

Developer's [LP-1], and good standing certificate, each certified by the Secretary of State; (iii) for each general partner of the Developer and for the manager/sole member of each general partner (a) a good standing certificate and articles of incorporation/LLC-1, each certified by the Secretary of State, and (b) the entity's bylaws/operating agreement, and resolutions authorizing Developer's execution of and performance under this Agreement and the other City Documents, each certified by an officer or other authorized party as accurate, complete, and in full force and effect. [REVISE ONCE KNOW DEVELOPER AND PARTNERS/MEMBERS IDENTITIES]

(d) Execution, Delivery and Recordation of Documents. Developer shall have executed, acknowledged as applicable, and delivered all documents required in connection with the transactions contemplated hereby, including without limitation the City Note, the Deed of Trust, the Assignment, the Affordable Housing Covenant, the Notice, the Ground Lease, and a Memorandum of Lease substantially in the form attached as an exhibit to the Ground Lease ("**Memorandum of Lease**").

(e) Lender's Title Policy. The Title Company shall, upon payment of the premium therefor, be ready to issue an ALTA Lender's Policy of Title Insurance for the benefit and protection of City ("**Lender's Title Policy**") in the amount of the City Loan, insuring that the Deed of Trust is recorded against Developer's leasehold interest in the Property, subject only to title exceptions and such other defects, liens, conditions, encumbrances, restrictions, easements and exceptions as City may approve in writing (collectively, "**City's Permitted Exceptions**") and containing such endorsements as City may reasonably require, with the cost of such Lender's Title Policy to be paid by Developer.

(f) Financing Plan. City shall have approved the Updated Financing Plan, including without limitation, the sources of construction and permanent financing, and the construction and operating budgets for the Project.

(g) Commitment/Closing of all Other Loans and Equity Funds. All loans and commitments of equity for the construction of the Project shall have closed or shall close concurrently with the closing of the City Loan and the leasing of the Property (i.e., the delivery of Ground Lease and recording of Memorandum of Lease), and Developer shall have provided City with reasonable evidence of committed equity funds necessary for the Project.

(h) Construction Contract, Plans. City shall have approved the final Construction Plans and specifications for the Project. Developer shall have delivered an executed copy of the construction contract for the Project to the City, which must be a GMAX contract consistent with the Updated Project Budget approved by the City.

(i) Insurance; Payment and Performance Bonds. Developer shall have provided to City copies of payment bonds and performance bonds in form approved by City pursuant to Section 5.6.

(j) Settlement Statement. City shall have approved the final settlement statement for the Close of Escrow;

(k) Insurance. Developer shall have provided to City the evidence of the insurance required of Developer under the Ground Lease.

(n) Marketing and Management Plans. The City Manager shall have approved in writing the Residential Marketing Plan and the Property Management Plan [confirm that these will be available at construction loan closing].

(o) Other Documents. Developer's delivery to City, and City approval of such other documents related to the development and financing of the Project as City may reasonably request.

3.9 Developer's Conditions to Closing. Developer's obligation to proceed with the leasing of the Property is subject to the satisfaction or Developer's waiver of the following conditions:

(a) No Default. City shall not be in default under the terms of this Agreement, and all representations and warranties of City contained herein shall be true and correct;

(b) Execution of Documents. City shall have executed and acknowledged the Memorandum of Lease, the Affordable Housing Covenant, the Notice, and all other City Documents to which the City is a party, and shall have delivered such documents into escrow; and

(c) Leasehold Owner's Title Policy. The Title Company shall, upon payment of the premium therefor, be ready to issue a Leasehold Owner's Title Insurance Policy for the benefit and protection of Developer ("**Owner's Title Policy**") showing a leasehold interest in the Property vested in Developer, subject only to Developer's Permitted Exceptions and containing such endorsements as Developer may reasonably require, with the cost of such Owner's Title Policy to be paid by Developer.

(d) Financing Plan. Developer shall have approved the Updated Financing Plan (intended to be the final financing plan, current as of closing), including without limitation, the sources of construction and permanent financing, and the construction and operating budgets for the Project.

(e) Permits and Land Use Approvals. Developer shall have obtained all zoning and other land use approvals and all permits (or permit ready letters) required to construct the Project. With respect to permits, permit ready letters must from City must provide that permits will be subject only to payment of fees that will be paid through escrow at the Close of Escrow.

(f) Developer shall have approved the physical condition of the Property pursuant to its inspection rights in Section 6.1 hereof, such approval not to be withheld unless a material deterioration in the physical condition of the property has occurred after the Effective Date and prior to the Closing Date.

## ARTICLE IV

### CITY LOAN

4.1 City Loan. Upon satisfaction of the conditions precedent set forth in Sections 3.8 and 3.9, City agrees to provide to Developer a construction and permanent loan in the amount of \$7,000,000 (the “**City Loan**”) upon the terms and conditions and for the purposes set forth in this Agreement. Developer’s obligation to repay the City Loan shall be evidenced by a secured promissory note executed by Developer in the form attached hereto as Exhibit (the “**City Loan Note**”). Repayment of the City Loan Note shall be secured by the Deed of Trust and the Assignment.

4.2 Loan Terms.

4.2.1 Disbursements; Use of Proceeds. Proceeds of the City Loan shall be used for construction of the Project. The City shall disburse the City Loan in increments no more often than monthly after receipt of reasonable written draw requests, indicating the amount requested, and the costs (by budget line item) to be paid with such amount, and subject to other reasonable construction loan disbursement conditions, including that Developer not be in default.

4.2.2 Determination of Interest Rate. The principal balance of the City Loan outstanding from time to time will bear interest at the rate of three percent (3%) simple annual interest, except during such periods that the default rate of interest specified in the City Note applies.

4.2.3 Other Terms of City Loan. The other terms of the City Loan are set forth in the City Note (and the Deed of Trust and Assignment Agreement).

4.3 Security; Subordination Agreement. Repayment of the City Note shall be secured by the Deed of Trust which shall be executed by Developer for the benefit of City substantially in the form attached hereto as Exhibit and recorded against Developer’s leasehold interest in the Property at the Close of Escrow, and also the Assignment which shall be executed by Developer substantially in the form attached hereto as Exhibit and delivered directly to City as a condition to Closing. The City Manager may execute and deliver a reasonable recordable subordination agreement with respect to the City Deed of Trust and the Assignment Agreement required by the primary construction and conventional permanent lender described in the City approved Updated Financing Plan as a condition to its loan.

4.4 No Obligation to Close Escrow After Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to authorize the Close of Escrow or the disbursement of Loan Proceeds following:

(i) the failure of any of Developer’s representations and warranties made in this Agreement or in connection with this Agreement to be true and correct in all material respects;

(ii) the termination of this Agreement; or

(iii) the occurrence of a default by Developer under any City Document which remains uncured beyond any applicable cure period, or the existence of any condition, event or act which upon the giving of notice or the passage of time or both would constitute a default under any City Document.

## ARTICLE V

### DEVELOPMENT AND USE OF THE PROPERTY

5.1 Development Schedule; Development/Construction. The terms of the Ground Lease shall govern the Developer's post-Closing construction of the Project. The schedule for construction of the Project is set forth as an exhibit to the Ground Lease.

5.2 Costs of Leasing and Construction; Prevailing Wages. Subject to the City Loan, Developer shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the construction and development of the Project, the acquisition of its ground leasehold interest and space leasing of the Property, including without limitation appraisal fees, title reports and any environmental assessments, and compliance with the Conditions of Approval, including without limitation all off-site and on-site improvements required by City in connection therewith, and all such costs shall be borne solely by Developer and shall not be an obligation of the City. Developer shall pay prevailing wages for the costs of construction of the Project [Abode to confirm], and shall otherwise comply with California Labor Code 1720 et seq. (as also provided in the Ground Lease).

5.3 Permits and Approvals; Payment of Fees. Developer acknowledges that the execution of this Agreement by the City does not constitute City approval for the purpose of the issuance of building permits, does not limit in any manner the discretion of City in such approval process, and does not relieve Developer from the obligation to apply for and to obtain from the City and all other agencies with jurisdiction over the Property, all necessary approvals, entitlements, and permits for the construction of the Project (including without limitation the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the development of the Property (if any), and the approval of the Project in compliance with CEQA if applicable, and if applicable, NEPA), nor does it limit in any manner the discretion of the City or any other agency in the approval process. Prior to the Close of Escrow, Developer shall have obtained all entitlements, permits, licenses and approvals required for the construction of the Project, including without limitation, fire department permits, building permits, and use permits or shall provide evidence satisfactory to City that receipt of such permits and approvals is subject only to such conditions as City may approve. Developer shall pay when due all customary and usual fees and charges in connection with the processing of all applicable permits and approvals, but in any event all such fees and charges must be paid as a condition to the Closing (though they may be paid through escrow upon the Closing). Developer shall not commence construction work on the Project prior to issuance of building permits required for such work. [Abode to confirm]

5.4 Construction Plans. Developer shall submit to City's Building Department a complete Building Permit Application, including detailed construction plans for the Project (the "**Construction Plans**"). As used herein "**Construction Plans**" means all construction

documents upon which Developer and Developer's contractors shall rely in constructing the Project (including but not limited to, the landscaping, parking, and common areas) and shall include, without limitation, the on-site development plan, the construction management plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, building plans and specifications, plans for all off-site improvements necessary to develop and operate the Project as required by the Conditions of Approval, including, without limitation, utilities, curbs, gutters, sidewalks, and driveways along the Project frontages, and all items the City requires to be submitted in connection with applications for building permits. The Construction Plans shall be based upon the scope of development and development standards set forth herein and upon the approvals issued by the City for the Project, and shall not materially deviate therefrom without the express written consent of City.

5.5 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and Developer shall direct its contractors and subcontractors to refrain from discrimination on such basis.

5.6 Performance and Payment Bonds. Prior to Closing, Developer shall cause its general contractor to deliver to the City copies of payment bond(s) and performance bond(s) issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction of the Project. The City may require separate payment and performance bonds to ensure completion of any public improvements required pursuant to the Conditions of Approval. All bonds shall name the City as co-obligee.

5.7 City Approval of Residential Marketing Plan. Developer shall submit to City Manager for review and approval an initial residential marketing plan, in a form acceptable to City and consistent with the provisions of the Affordable Housing Covenant (the "**Residential Marketing Plan**") [confirm timing for when this needs to be submitted]. The City Manager's Approval shall not be unreasonably withheld, conditioned or delayed. If the City Manager disapproves the Residential Marketing Plan, the City Manager shall do so by written notice to Developer stating the reasons for such disapproval. The City Manager shall have the right to approve or disapprove any newly submitted Residential Marketing Plan.

5.8 City Approval of Property Management Plan. Developer shall submit to the City Manager for review and approval an initial property management plan that provides for management of the Property, including maintenance, inspection, and repair of the Improvements and landscaping on the Property ("**Property Management Plan**") [confirm timing for when this needs to be submitted]. The City Manager's approval shall not be unreasonably withheld, conditioned or delayed. If the City Manager disapproves the Property Management Plan, the City Manager shall do so by written notice to Developer stating the reasons for such disapproval. The City Manager shall approve or disapprove any newly submitted Property Management Plan.

**ARTICLE VI**  
**CONDITION OF THE SITE; ENVIRONMENTAL MATTERS**

6.1 Access to Site; Inspections. Prior to the Close of Escrow, Developer and Developer's authorized representatives ("Developer Parties") may enter upon and conduct reviews and assessments of the physical and environmental condition of the Property and the condition of the existing improvements, and perform an ALTA survey. Developer shall provide City with the names of such authorized representatives, and proof of liability insurance acceptable to City, naming City as additional insured, prior to any such entry. Developer's inspection, examination, survey and review of the Property shall be at Developer's sole expense. Developer shall provide City, without representation or warranty, copies of all reports and test results promptly following completion of such reports and testing. Developer hereby agrees to notify the City twenty-four (24) hours in advance of its intention to enter the Property and will provide workplans, drawings, and descriptions of any intrusive sampling it intends to do. Developer must keep the Property in a safe condition during its entry. Developer shall repair, restore and return the Property to its condition immediately preceding Developer's entry thereon at Developer's sole expense. Developer will not permit any mechanics liens, stop notices, or other liens or encumbrances to be placed against the Property prior to Close of Escrow. Without limiting any other indemnity provisions set forth in this Agreement, Developer shall indemnify, defend (with counsel approved by City) and hold the City and its councilmembers, officers, and employees harmless from and against all liabilities, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation), claims, demands, actions, suits, judicial or administrative proceedings, penalties, deficiencies, fines, orders, and damages resulting from or arising in connection with entry upon the Property pursuant to this Section 6.1 except to the extent arising from the gross negligence or willful misconduct of the indemnitees. Developer's indemnification obligations set forth in this Section 6.1 shall not apply to Claims relating to the diminution in value of the Property solely resulting from Developer's mere discovery of Hazardous Materials or other conditions of the Property that existed prior to Developer's entry onto the Property, provided that no such condition is exacerbated due to the activities of any Developer Parties. Developer's indemnification obligations set forth in this Section 6.1 shall survive the Close of Escrow and the termination of this Agreement and shall be subject to the provisions of Section 10.2.

6.2 [Reserved]

6.3 No Limitation. Developer hereby acknowledges and agrees that Developer's duties, obligations and liabilities under this Agreement are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Material, whether the City obtained such information from the Developer or from its own investigations.

6.4 Definitions.

6.11.1 "**Hazardous Material**" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise

classified pursuant to any Environmental Laws (defined below) as a “hazardous substance”, “hazardous material”, “hazardous waste”, “extremely hazardous waste”, infectious waste”, toxic substance”, toxic pollutant”, or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term “hazardous material” shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable as fuel, perchlorate, and methyl tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

6.11.2 "**Environmental Laws**" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Material, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 *et seq.*), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 *et seq.*), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq.*), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 *et seq.*), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 *et seq.*).

## ARTICLE VII

### LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER

7.1 Identity of Developer; Changes Only Pursuant to this Agreement. Developer and its principals have represented that they possess the necessary expertise, skill and ability to carry out the development of the Project pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Developer and its principals are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Developer. No voluntary or involuntary successor, assignee or transferee of Developer shall acquire any rights or powers under this Agreement, except as expressly provided herein. (a) Notwithstanding the foregoing, the following Transfers shall be permitted and are hereby approved by the City:

- (i) Any Transfer creating a security financing interest permitted pursuant to this Agreement or the Ground Lease (a “Security Financing Interest”) or any Transfer directly resulting from the foreclosure of a Security Financing Interest or the granting of a deed in lieu of foreclosure of a Security Financing Interest.
- (ii) The leasing of residential units within the Project in accordance with the Affordable Housing Covenant.
- (iii) The granting of easements or permits to facilitate the development of the Project.
- (iv) a Transfer of a limited partnership interest in the Developer, or
- (v) the removal of the general partner of Developer pursuant to the terms of the Partnership Agreement of Developer.

7.2 Effect of Transfer without City Consent.

7.2.1 In the absence of specific written agreement by the City, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

7.2.2 It shall be an Event of Developer Default hereunder entitling City to pursue remedies including without limitation, termination of this Agreement if Developer violates this Article 7.

7.3 Recovery of City Costs. Within ten (10) days following City’s delivery to Developer of an invoice detailing such costs, Developer shall reimburse City for all reasonable City costs, including but not limited to reasonable attorneys’ fees, incurred in reviewing instruments, transferee/assignee organizational documents and other legal documents proposed to effect a Transfer of this Agreement.

**ARTICLE VIII**

**FINANCING, AND SUBORDINATION OF CITY DEED OF TRUST**

8.1 Mortgages and Deeds of Trust for Development. Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Improvements and Developer’s leasehold interest in the Property only for the purpose of securing loans for the purpose of financing the design and construction of the Improvements, permanent financing, and other expenditures reasonably necessary for the development and operation of the Project pursuant to this Agreement. No such instruments shall be recorded against City’s fee interest in the Property. Developer shall not enter into any conveyance for such financing that is not contemplated in the applicable Financing Plan as it may be updated with City approval, without the prior written approval of the City Manager or his or her designee. As used herein, the terms “mortgage” and “deed of trust” shall mean any security instrument used in financing real estate acquisition, construction or land development.

8.2 Subordination. The City agrees that City will not withhold consent to reasonable requests for reasonable subordination of the City's Deed of Trust, Assignment [Affordable Housing Covenant] to the deed of trust securing the primary construction and/or permanent financing for the Project identified in the approved final Financing Plan as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, the provisions set forth in this Section. The Deed of Trust may only be subordinated to deeds of trust recorded to secure repayment of financing provided by state or federally chartered financial institutions, public agencies, and nonprofit corporations or other entities that are unaffiliated with Developer or any of its partners or their affiliated entities. Any subordination agreement must provide the following: (i) City shall be provided with a copy of any notice of default concurrently with the lender's provision of such notice to Developer, (ii) the City shall have the right to cure any default of Developer, (iii) the City shall be provided a sixty (60) day or longer period to cure any default, (iv) the subordination will be effective only during the original term of the senior loan and any extension of the term approved by City in writing, (v) absent City's prior written consent, the senior loan documents will not be amended to increase the amount, extend the maturity date, increase the interest rate, or increase the payment amounts due under the senior loan documents, (vi) the subordination shall not limit the effect of the Deed of Trust prior to a senior lender's foreclosure, nor require the City to obtain the senior lender's consent prior to the City's exercise of remedies under the City loan documents or the Ground Lease (but the Ground Lease itself shall have reasonable mortgagability provisions, including lender cure rights).

8.3 Holder Not Obligated to Construct. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated to complete construction of the Project (except that if such holder succeeds to the lessee's interest under the Ground Lease, the failure to timely cure a default under the terms of the Ground Lease relating to construction of the Project shall entitle City, as landlord, to terminate the Ground Lease), or to guarantee such completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

8.4 Modifications to Ground Lease. City shall not unreasonably withhold its consent to modifications of the Ground Lease form requested by Project lenders or the Investor Limited Partner provided such modifications do not adversely affect City's substantive rights or increase City's obligations under this Agreement or the form of Ground Lease attached hereto.

8.5 Estoppel Certificates. Either Party shall, at any time, and from time to time, within fifteen (15) days after delivery of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

## ARTICLE IX

### DEFAULTS, REMEDIES AND TERMINATION

9.1 Event of Developer Default. The following events shall constitute an event of default on the part of Developer hereunder (“**Developer Event of Default**”):

- (a) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VII;
- (b) Developer breaches any obligation of Developer herein, and fails to cure such obligation within thirty (30) days after written notice from City.
- (c) Developer fails to timely close the transaction described in this Agreement for any reason other than a default by City; [if Developer does not secure financing or there is a failure of a condition precedent, this should not be an event of default]
- (d) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement proves to have been incorrect in any material respect;
- (e) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (“**Bankruptcy Law**”), Developer or any general partner thereof: (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Developer or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;
- (f) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer, in each case if such decree, order, petition, or appointment is not removed or rescinded within sixty (60) days;
- (g) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure pursuant to paragraphs (h) or (i) above or pursuant to any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(h) The Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated.

9.2 City Default. An event of default on the part of City (“**City Event of Default**”) shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of thirty (30) days after written notice thereof from Developer to City, or if longer than thirty days is required to cure, then City shall not be in default unless City fails to commence the cure within the thirty days after notice, or thereafter fails to prosecute the cure with reasonable diligence.

9.3 City’s Right to Terminate Agreement. If a Developer Event of Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Developer specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement, shall expire and terminate.

9.4 City’s Remedies and Rights Upon an Event of Developer Default. Upon the occurrence of a Developer Event Default, City shall have all remedies available to it under this Agreement or under law or equity.

9.5 Developer’s Remedies Upon a City Event of Default. Upon the occurrence of a City Event of Default, Developer shall have all remedies available to it under this Agreement or under law or equity..

9.6 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding any contrary provision of this Agreement, a Party’s right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

9.7 Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

9.8 Construction Plans. If this Agreement is terminated by mutual agreement of the Parties or by City as a result of a Developer Event of Default, pursuant to, and in accordance with the Assignment Agreement, subject to the rights of any senior lenders, the Developer, at no cost to the City, shall deliver to the City copies of all construction plans and studies in the Developer's possession or in the possession of the Developer's consultants related to development of the Project on the Property, including without limitation, the Construction Plans.

9.9 Rights of Limited Partners. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to the Investor Limited Partner in accordance with Section 11.3. The Investor Limited Partner shall have the same right as Developer to cure or remedy any default hereunder within the cure period provided to Developer; provided however, if the default is of such nature that the Investor Limited Partner reasonably determines that it is necessary to replace the general partner of Developer in order to cure such default, then the cure period shall be extended by an additional sixty (60) days after the removal and replacement of such general partner, provided that the Investor Limited Partner has promptly commenced and diligently proceeded with all requisite actions to effect such removal and replacement.

## ARTICLE X

### INDEMNITY AND INSURANCE

10.1 Indemnity. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against any and all Claims (including without limitation, Claims arising from any injury, death, illness, property damage, or loss of property) arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's performance or failure to perform under this Agreement, including without limitation, Claims arising or alleged to have arisen in connection with any violation of Applicable Laws or approval of this Agreement, and claims for prevailing wages. Developer's indemnification obligations under this Section 10.1 shall not extend to Claims to the extent arising from the gross negligence or willful misconduct of Indemnitees. Developer's obligations under this Section 10.1 shall survive the expiration or earlier termination of this Agreement and are subject to the provisions of Section 10.2.

10.2 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 10.2 shall apply to all provisions of this Agreement that pertain to Developer's obligations to indemnify City and the other Indemnitees, including without limitation, Sections 5.11, 5.14, 5.15, 6.1, 6.7, 10.1, 10.2, and 11.1. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Developer that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

(b) Developer's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the City Loan, or limiting the personal liability of Developer, or any other party for payment of all or any part of the City Loan; (iv) the accuracy or inaccuracy of any representation and warranty made by Developer under this Agreement or by Developer or any other party under any City Document, (v) the release of Developer or any other person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole

or in part of any security for repayment of the City Loan; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the City Loan.

(c) The obligation of Developer to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the City Note, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, any release of record of the lien of the Deed of Trust, and the expiration or earlier termination of this Agreement and the Ground Lease.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

11.1 No Brokers. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the close of escrow and the expiration or earlier termination of this Agreement.

11.2 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (ii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of Hawthorne  
4455 W. 126th St.  
Hawthorne, CA 90250  
Attention: City Manager

With a required copy to:

City of Hawthorne  
4455 W. 126th St.  
Hawthorne, CA 90250  
Attention: City Attorney

**Developer:**

Cordary Avenue, L.P.  
c/o Abode Communities  
2420 E. Cesar Chavez Ave., Unit #101  
Los Angeles, CA 90033

11.3 Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder.

11.4 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

11.5 Binding on Successors. Subject to the restrictions on Transfers set forth in Article VII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

11.6 Survival. All representations made by Developer hereunder, Developer's indemnity and defense obligations hereunder, and all other provisions that expressly so state, shall survive the expiration or termination of this Agreement.

11.7 Headings; Interpretation; Statutory References. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it. All references in the City Documents to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Hawthorne shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.8 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

11.9 Entire Agreement. This Agreement, including Exhibits A through \_\_ attached hereto and incorporated herein by this reference, together with the other City Documents, contain the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof. If the Exhibits to this Agreement are inconsistent with this Agreement, the more restrictive requirements shall control, as determined by the City Manager. In the event of a conflict between this Agreement and the other City Documents, the more restrictive requirements shall control, as determined by the City Manager.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

11.12 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

11.11 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

11.12 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Developer and City is and shall remain solely that of a debtor and a creditor (or landlord and tenant, under the Ground Lease), and shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project or the City financing described herein. Developer and its employees are not employees of City but rather are, and shall always be, considered independent contractors. Furthermore, Developer and its employees shall at no time hold themselves out as employees or agents of City. Developer shall not have any authority to act as an agent of City or to bind City to any obligation.

11.13 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a

“business day” means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of the State of California.

11.14 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Los Angeles County, California or in the Federal District Court for the Southern District of California.

11.15 Political Activity. None of the funds, materials, property or services contributed by City to Developer under this Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

11.16 Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount which may become due to the Developer or its successor or on any obligation under the terms of this Agreement.

11.17 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person’s tenure. The Developer shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) In accordance with Government Code Section 1090 and the Political Reform Act, Government Code Section 87100 *et seq.*, no person who is a director, officer, partner, trustee or employee or consultant of the Developer, or immediate family member of any of the preceding, shall make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or the Developer. Interpretation of this Section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code Section 87100 *et seq.*, its implementing regulations manual and codes, and Government Code Section 1090.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

**CITY:**

CITY OF HAWTHORNE,  
a municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David Caceres, City Attorney

**DEVELOPER:**

CORDARY AVENUE, L.P., a California limited partnership

By: Cordary Avenue GP, LLC, a California limited liability company, its general partner

By: Abode Communities, a California nonprofit public benefit corporation, its sole member

By: \_\_\_\_\_  
Lara Regus, its Senior Vice President, Development

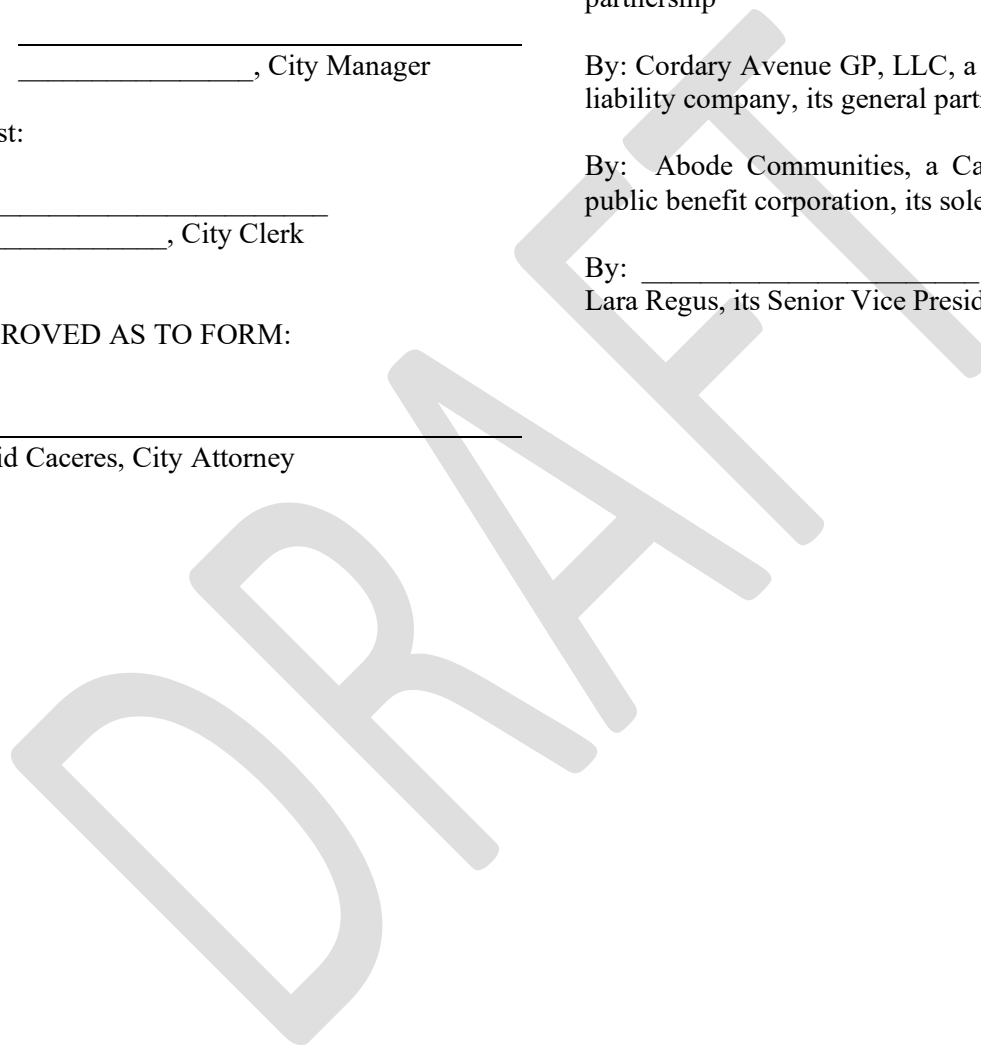


Exhibit A

**LEGAL DESCRIPTION OF THE PROPERTY**

The land in the County of Los Angeles, State of California, described as follows:

THE SOUTHERLY 24 FEET OF LOT 308 OF DIVISION "B" AND LOT 309 OF DIVISION "B", EXCEPT THE SOUTHERLY 20 FEET OF SAID LOT 309, BOTH OF TRACT NO. 874, IN THE CITY OF HAWTHORNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 17 PAGES 110 AND 111](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT/CERTIFICATE OF COMPLIANCE RECORDED MAY 5, 2010 AS [INSTRUMENT NO. 20100643861 OF OFFICIAL RECORDS](#).

[Assessor's Parcel Number: 4051-030-902](#)

DRAFT

Exhibit B

**PRE-CLOSING SCHEDULE**

[INTENTIONALLY OMITTED]

DRAFT

Exhibit C

**FORM OF CITY PROMISSORY NOTE**

(Attached.)

DRAFT

## SECURED PROMISSORY NOTE

(City Loan)

\$7,000,000.00 \_\_\_\_\_, 2026  
Hawthorne, California

FOR VALUE RECEIVED, \_\_\_\_\_, a California [limited partnership] (the “**Maker**”), having an address of \_\_\_\_\_, promises to pay the CITY OF \_\_\_\_\_, or order (“**Holder**”), the initial principal sum of SEVEN MILLION AND NO/100 DOLLARS (\$7,000,000.00), or so much thereof as shall have been disbursed to or as directed by Maker, with simple interest at the rate of **Three Percent (3%)** per annum on all principal from and after the date it is disbursed. [As of the date of this Note, the outstanding principal balance hereof is \$ \_\_\_\_\_ .00.][ANY CLOSING DISBURSEMENTS/REIMBURSEMENT?]

1. DDLA; Construction Loan; Disbursements of Principal. This Note is made pursuant to Section 4.1 of that Disposition, Development and Loan Agreement dated as of \_\_\_\_\_, 2026 (the “**DDLA**”) between \_\_\_\_\_ and City of Hawthorne (“**City**”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the DDLA.

Disbursements of the principal of this Note shall be made in accordance with and subject to Section 4 of the DDLA.

Pursuant to the DDLA, Maker and Holder have entered into a ground lease (“**Ground Lease**”) under which Maker has acquired a ground leasehold that certain real property defined in the DDLA as the “**Site**”, and will construct on the Site a multi-family residential project (the “**Project**”) consisting of 93 residential units, including a manager’s unit (the “**Units**”), as described in the Ground Lease.

2. Security for Note. The obligations of Maker under this Note to pay principal and interest are secured by a leasehold deed of trust, assignment of rents, security agreement and fixture filing (the “**Deed of Trust**”) from Maker to Holder encumbering Maker’s interest under the Ground Lease and, among other things, Maker’s interest in the improvements and fixtures now existing or hereafter constructed upon the Site. Payment of this Note is also secured by an Assignment of Architects/Engineers Agreements and Plans and Specifications, with Consents executed by Maker in favor of Holder (“**Assignment**”).

3. Payments; Mandatory Prepayment; Maturity Date. Payment shall be made in lawful money of the United States to Holder at 4455 W. 126th Street, Hawthorne, CA 90250, Attention: \_\_\_\_\_. The place of payment may be changed from time to time as the Holder may from time to time designate in writing.

Within ten (10) business days after Maker’s limited partner pays its capital contribution following issuance of the IRS Form 8609 for the Project, Maker shall pay to Holder as a prepayment and reduction of the outstanding principal balance of this Note, a one-time payment in the amount of fifty percent (50%) of the Excess Proceeds; [provided, however, that if other public agency construction lenders require payment of Excess Proceeds, then Excess Proceeds

shall be payable to City and such other public agencies pro rata in proportion to their initial maximum loan amounts for the Project.][WHEN THIS NOTE IS FINALIZED, DETERMINE WHETHER SUCH OTHER LENDERS EXIST AND WHETHER THEY ARE TO BE PAID EXCESS PROCEEDS] .

As used in the preceding paragraph, the term “**Excess Proceeds**” shall mean the sum of all sources of funding received by Maker to finance the operation of the Property or the construction of the Project, less the sum of actual uses of such funding for the Project, as shown by reasonable evidence delivered to Holder. For the purpose of calculating Excess Proceeds, Project sources of funding shall include any net rental income received prior to the date that the Project’s conventional construction loan (excluding the City Loan) converts to a permanent loan, and any deferred developer fee, and shall take into consideration any reduction or increase in equity contributions by the limited partner.

Additionally, periodic payments of interest and principal shall be made to Holder from “**Holder’s Pro-Rata Share**” of “**Surplus Cash**”, defined in Section 4 below, except as otherwise provided in the last two paragraphs of Section 4 below with respect to “Excess Proceeds”.

To the extent there is Surplus Cash available from the Project, Maker shall pay to Holder, on an annual basis, payments of Holder’s Pro-Rata Share of all such Surplus Cash (as defined below). The first payment under this Note shall be due on the first May 1 after the earlier of (i) six (6) months after the issuance of a certificate of occupancy for any portion of the Project or (ii) closing of permanent financing for the Project as determined in good faith by Holder. Each subsequent payment shall be due on May 1 of each calendar year thereafter.

Any unpaid principal amount owing from year to year shall continue to accrue interest. All payments made hereunder shall be credited first to any accrued but unpaid interest, then to current interest due and owing and lastly to principal. Interest not paid current shall accrue and shall not be compounded.

Notwithstanding the foregoing, the entire outstanding balance of principal and interest owing under this Note shall be due and payable on the date that is fifty-five (55) years from the date hereof.

4. Definitions of Holder’s Pro-Rata Share; Surplus Cash; and Excess Refinancing Proceeds. The term “**Holder’s Pro-Rata Share**” shall mean \_\_\_\_\_ percent (\_\_\_%).

[This percentage is fifty percent (50%), divided by (ii) a fraction, the numerator of which is the maximum principal amount of the loan evidenced by this Note, and the denominator of which is the sum of the maximum principal amounts of all loans to Maker by governmental entities that are secured by Maker’s interest in the Project and which are construction loans for the Project, and on which are to be made payments from a percentage of “Surplus Cash” (calculated the same way as the percentage payable to Holder)].

The term “**Surplus Cash**” shall mean the sum of money computed on a 12-month basis based on the calendar year (January 1 through December 31) as follows:

All rents, revenues, consideration or income (of any form) derived by Maker in connection with or relating to the ownership or operation of the Project, including any Excess Refinancing Proceeds (hereinafter defined) derived from any refinancing of the Project but excluding initial loan proceeds, insurance proceeds and partner capital contributions and less all of the following: (i) all customary and reasonable costs and expenses in connection with the operation and maintenance of the Project; (ii) a reasonable, fair market property management fee, as approved by Holder; (iii) principal and interest paid by Maker on account of any loan(s) or other obligations approved by Holder (but not payments based on Surplus Cash, residual receipts, net cash flow or similar payments on loans); (iv) amounts (previously approved by Holder) expended to restore the Project after a casualty loss or condemnation; (v) reasonable and customary cost for accounting and auditing the books and records of the Project; (vi) an administrative or asset management fee charged by a tax credit investment partner (“**Investor Asset Management Fee**”) not to exceed \$5,000.00 adjusted annually by up to 3%; (vii) any deferred developer fee payment (where such deferred developer fee was previously approved by Holder); (viii) a management fee (“**Partnership Management Fee**”) not to exceed the lesser of (i) \$20,000 (which amount may be adjusted annually by three percent (3%), beginning on the first anniversary date of this Note and on each anniversary thereafter) or (ii) a fair market partnership management fee (as determined in good faith by Holder); such Partnership Management Fee is paid to the general partner for performing its general partnership duties, including but not limited to reviewing the monthly operating budget; overseeing the performance of the property manager; meetings, coordination and conflict resolution with the adjacent property owner; reviewing and approving the annual operating budget; preparing, reviewing, and approving annual partnership reports; reviewing and approving tax returns; coordination with the investor limited partner; and resolution of miscellaneous issues normally associated with the ownership and operation of multi-family housing; (ix) amounts reserved by Maker as a replacement reserve account (limited to \$300.00 per unit per year and deposited in an account approved by Holder) and other reserves required by the tax credit investment partner or other senior financing secured for the Project, or included in the annual operating budget approved by Holder.

The following shall not be deductions in the calculation of Surplus Cash, and will be payable from Maker’s share of residual receipts: (i) any incentive management fee, (ii) any amount in excess of the permitted partnership management fee and asset management fee, including any unpaid and accrued portion of such fees, (iii) developer fees and interest on any deferred developer fee in excess of the amount set forth above, (iv) contributions to reserve accounts in excess of the amounts specified above, (v) expenses paid with withdrawals from reserve accounts, (vi) distributions to partners, (vii) debt service or repayment of sponsor or general partner construction loans, and (viii) depreciation, amortization, depletion, and other non-cash expenses.

The term “**Excess Refinancing Proceeds**” used in the definition of Surplus Cash above shall mean refinancing proceeds less (a) the amount of the repayment of the refinanced debt, (b) all reasonable out-of-pocket costs and expenses paid by Borrower to third parties in obtaining such refinancing, (c) all costs and expenses paid by Borrower for all capital improvements to the

completed Project completed by Borrower in accordance with the terms of the loan documents or consented to in writing by Holder for which Borrower's funds and not loan or grant funds are used (and for purposes of this clause (c), such costs may include, without limitation, reasonable architects' and engineers' fees and other reasonable "soft" costs relating to the making of such permitted capital improvements), and (d) the amount by which the Borrower's increases its reserves for the Project as a condition imposed by the refinancing lender.

Notwithstanding anything herein to the contrary, in recognition of the below-market rent provided under the Ground Lease, Holder shall have the right, exercisable in its sole and reasonable discretion, to require that all or any portion of Maker's share of Excess Refinancing Proceeds otherwise distributable to Maker be applied, as directed by Holder, to one or more of the following: (i) funding of capital improvements, deferred maintenance, or rehabilitation of the Project that Holder determines will preserve or enhance the long-term physical condition, habitability, or affordability of the Project; (ii) prepayment of principal and accrued interest under this Note (in whole or in part, without penalty); or (iii) such combination of the foregoing as Holder may approve in writing. Any Excess Refinancing Proceeds not directed by Holder pursuant to this paragraph may be distributed in accordance with the Project loan documents.

5. Reporting; Annual Statements; Annual Budget; Audit Rights. Maker shall deliver annual income/expense statements showing all revenues and expenses of the Project, on a line item basis. An audited income statement shall be delivered within ninety (90) days of the end of each calendar year along with payment of the Surplus Cash. Holder shall have the right to inspect and audit Maker's books and records concerning the calculation of Surplus Cash. If Holder does object, Holder shall specify the reasons for disapproval. Maker shall have thirty (30) days to reconcile any disapproved item. If Maker and Holder cannot agree on the amount of the Surplus Cash, an independent auditor selected by Holder and reasonably approved by Maker shall resolve any disputed items, and Maker shall specify in writing all reasons for any disapproval, and shall not unreasonably delay its response to a request from Maker for approval. The cost of the auditor shall be shared equally by Maker and Holder.

Maker shall prepare and submit to Holder a proposed annual operating budget for the management and operation of the Project for the following calendar year by no later than November 1 of each year until this Note is paid in full. The proposed budget shall include a line item showing the projected Surplus Cash from the Project for the year. Holder will review the proposed budget and, if acceptable, approve it in writing, which approval shall not be unreasonably withheld. If the budget is not acceptable, Holder shall specify the reasons for disapproval. The intent of this paragraph is to provide Holder an opportunity to disapprove any unreasonable expenses which would diminish the Surplus Cash from the Project. Once approved, any changes to any budget line item relating to discretionary items which exceed ten percent (10%) Of the line item shall require Holder's prior written consent, which consent shall not be unreasonably withheld.

6. Holder Rights to Accelerate Maturity Date. Notwithstanding anything to the contrary provided herein, Holder may elect that the entire unpaid principal of this Note and accrued interest thereon shall be due and payable if: (i) an Event of Default (as defined in the Ground Lease) by the tenant occurs under the Ground Lease; or (ii) Maker or any successor-in-interest or assignee is in default under this Note, or the Deed of Trust securing this Note, or

under the Affordable Housing Covenant, and such default is not cured within five (5) business days after written notice from Holder to Maker in the case of a monetary default, or thirty (30) days after written notice from Holder to Maker in the case of a non-monetary default (provided that if Maker promptly commences the cure of a non-monetary default, then Maker shall not be in default so long as Maker diligently prosecutes it to completion and promptly provides reasonable evidence of its diligent efforts upon written request of City).

7. Limited Partner Cure Rights. Holder shall also deliver a copy of all default notices under this Note to Maker's limited partner \_\_\_\_\_ at \_\_\_\_\_. Any partner of Maker shall have the right to cure any default within the applicable cure periods set forth above, whether in its own capacity or on behalf of Maker, and Holder shall accept such cure as if tendered by Maker. However, failure by Holder to deliver such notice to Maker's limited partner shall not be a default by Holder.

8. Maker Covenants to Comply with Affordable Housing Covenant and Ground Lease. Maker hereby covenants and agrees that it shall comply with the Ground Lease and the Affordable Housing Covenant, including the provisions of the ground lease relating to maintenance and repair of the Project, subject to any applicable notice of default and any applicable cure period thereunder.

9. No Waiver by Holder; Remedies Cumulative. Holder's failure or delay in the exercise of any right or remedy hereunder or under any the Deed of Trust, Assignment, Ground Lease or Affordable Housing Covenant shall not waive or otherwise affect any right or remedy, and all remedies shall be cumulative to the extent permitted by law.

10. Default Interest Rate. At all times when Maker is in default hereunder by reason of Maker's failure to pay principal due under this Note or any amounts due under any loan documents securing this Note, the interest rate on the sums as to which Maker is in default (including principal, if Holder has elected to declare it immediately due and payable), shall be the lower of: (i) the highest rate then allowed by law or (ii) two percent (2%) over the prime interest rate announced by Wells Fargo Bank, N.A., as of the date of the default.

11. Borrower Waivers. Maker and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

12. Holder Costs, Expenses. Maker agrees to pay immediately upon demand all costs and expenses of Holder including reasonable attorneys' fees, (i) if after default this Note be placed in the hands of an attorney or attorneys for collection, (ii) if after a default hereunder or under the Deed of Trust, the Assignment, the Ground Lease, or the Affordable Housing Covenant, Holder finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefor or to the protection of its rights under this Note, the Deed of Trust, Assignment, the Ground Lease or other loan document, or (iii) if Holder seeks to have the Site abandoned by

or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

If Holder shall be made a party to or shall intervene in good faith in any action or proceeding, whether in court or before any governmental City, affecting the property or the title thereto or the interest of the Holder under the Deed of Trust, including, without limitation, any form of condemnation or eminent domain proceeding, Holder shall be reimbursed by Maker immediately upon demand for all costs, charges and attorneys' fees incurred by Holder in any such case, and the same shall be secured by the Deed of Trust as a further charge and lien upon the Site.

13. Notices. Any notices provided for in this Note shall be given in accordance with the notices provision of the Ground Lease.

14. Applicable Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

15. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

16. Nonrecourse. Except for any misrepresentation or willful misconduct by Maker or its members, officers, partners or employees, this Note is nonrecourse, and neither Maker nor any member, officer, partner or employee of Maker shall have any personal liability for repayment of the sums evidenced hereby.

**MAKER:**

Exhibit D

**FORM OF DEED OF TRUST**

(Attached.)

DRAFT

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Hawthorne  
4455 W. 126th Street,  
Hawthorne, CA 90250  
Attention: City Manager

With a copy to: \_\_\_\_\_

No fee required for recording pursuant  
to Government Code §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

(CITY LOAN)

This LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, together with the Addendum to Leasehold Deed of Trust attached hereto as Exhibit "B" and made a part hereof (the "**Leasehold Deed of Trust**"), is dated as of \_\_\_\_\_, 2026, and is executed and delivered by \_\_\_\_\_, L.P., a California limited partnership, whose address is \_\_\_\_\_ ("**Trustor**"), to and in favor of the CITY OF HAWTHORNE, whose address is first set forth above ("**Trustee**") and for the benefit of CITY OF HAWTHORNE ("**Beneficiary**").

Trustor, as tenant, and Beneficiary, as landlord, have entered into a Ground Lease dated substantially concurrently herewith (including any future amendments, the "**Ground Lease**") evidenced by a Memorandum of Ground Lease recorded in the Official Records of Los Angeles County, California, substantially concurrently herewith, under which Trustor has acquired a leasehold estate in real property on which Trustor is constructing a low income affordable housing development. The loan from Beneficiary to Trustor secured by this Deed of Trust is a construction and development loan (which in effect becomes a long term permanent loan upon completion of the improvements). Other lenders may obtain security interests (by virtue of leasehold deeds of trust) in the Trustor's interest under the Ground Lease, and this Deed of Trust may be subordinated to one or more of such other deeds of trust by virtue of recorded subordination agreements executed by Beneficiary and such other lender(s).

Trustor irrevocably grants, conveys, transfers and assigns to Trustee in trust, with power of sale and right of entry and possession, all of Trustor's estate, right, title and interest in, to and under the Ground Lease, following property (collectively, the "**Property**"): (a) the land in Los Angeles County, California described on Exhibit "A" attached hereto, together with all existing and future easements and rights affording access to it (the "**Land**"), (b) together with all buildings, structures and improvements now existing or hereafter constructed thereon (the "**Improvements**"), (c) together with all articles of personal property now or hereafter attached

to, placed upon for an indefinite term, or used in connection with the Land and/or Improvements, together with all goods and other property, including such personal property that is, or at any time becomes, so related to or installed on or attached to the Property that an interest in them arises under real estate law, or they are otherwise adjudged to be a “fixture” under applicable law (each a “**Fixture**,” collectively “**Fixtures**”), (d) together with all other property and interests of any kind or character which may be reasonably necessary or desirable to promote the present and future beneficial use and enjoyment of such real property and improvements.

**1. Secured Obligations.** Trustor makes the grant, conveyance, transfer and assignment herein for the purpose of securing the following obligations (the “**Secured Obligations**”): (a) payment of the sum of \$7,000,000.00, which is evidenced by a promissory note (the “**Note**”) of substantially even date herewith in such amount, executed by Trustor in favor of Beneficiary or order and any extension or other modifications thereof; (b) payment of such further sums as the then record owner of the Property may borrow from Beneficiary, when evidenced by a promissory note or notes reciting that they are secured by this Leasehold Deed of Trust; and (c) performance by Trustor of the terms of this Leasehold Deed of Trust.

**2. Maintenance and Repair.** Trustor shall maintain and repair the Property in accordance with the terms of the Ground Lease.

**3. Insurance.** Trustor shall maintain the insurance required by Ground Lease.

**4. Defense of Security.** Trustor shall appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee. Trustor shall pay all costs and expenses, including costs of evidence of title and attorneys’ fees, in any such action or proceeding in which Trustee or Beneficiary may appear, and in any suit brought by Beneficiary to foreclose this Leasehold Deed of Trust.

**5. Payment of Taxes and Liens.** Trustor shall pay all property taxes (including possessory interest taxes) and assessments affecting the Property in accordance with the Ground Lease. Trustor shall pay, when due, all encumbrances, charges and liens, with interest, on the Property, which are or appear to be prior or superior to this Leasehold Deed of Trust, and upon demand all costs, fees and expenses of this Leasehold Deed of Trust. If Trustor fails to make any payment or to do any act provided for in this Leasehold Deed of Trust, then Beneficiary or Trustee may, without obligation to do so, and with or without notice to or demand upon Trustor, and without releasing Trustor from any obligation under this Leasehold Deed of Trust: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (b) appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest or settle any encumbrance, charge or lien which in the judgment of either appears to be senior to this Leasehold Deed of Trust; and (d) in exercising any such powers, pay allowable expenses, including attorneys’ fees.

**6. Reimbursement of Costs.** Trustor shall pay upon demand all sums expended by Beneficiary or Trustee provided for in this Leasehold Deed of Trust or allowed by law, with interest from date of expenditure at the default interest rate provided in the Note.

7. **No Waiver.** By accepting payment of any sum after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums or declare a default for failure to pay.

8. **Reconveyance.** That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Leasehold Deed of Trust and said note or notes to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as “the person or persons legally entitled thereto.”

9. **Assignment of Rents.** Trustor hereby absolutely and unconditionally assigns to Beneficiary all of the rents, issues, profits, royalties, revenues, income and other benefits (collectively, the “**Rents**”) derived from the Property, whether now due, past due or to become due, and hereby gives to and confers upon Beneficiary, either directly or through a receiver, the right, power and authority, but not the obligation, to collect the Rents, and to sue, either in the name of Trustor or Beneficiary, for all such Rents and to apply the same to the indebtedness secured hereby in such order as Beneficiary may determine in its sole discretion. This assignment of Rents is intended to create and shall be construed to create an absolute assignment to Beneficiary of all of Trustor’s right, title and interest in the Rents, the foregoing, so long as no default exists by Trustor in the payment of any indebtedness secured hereby, or in any other covenant contained herein, or in said note or notes or in any other document evidencing or securing such indebtedness, Trustor shall have the right to collect all Rents from the Property and to retain, use and enjoy the same. Upon the occurrence of such a default, without the necessity of demand or other notice to Trustor or any other act to enforce Beneficiary’s interest pursuant to this assignment, Trustor shall have no interest whatsoever in the Rents that are received by Trustor after a default, and all such Rents shall be received and held by Trustor in constructive trust for Beneficiary and delivered promptly to Beneficiary, or to a court appointed receiver for the Property, without the necessity for further notice to, or demand upon, Trustor. Upon the occurrence of such a default and at any time thereafter during the continuance thereof, Beneficiary may, at its option, send any tenant of the Property a notice to the effect that: (a) a default has occurred; (b) Beneficiary has elected to exercise its rights under this assignment; and (c) such tenant is thereby directed to thereafter make all payments of Rents to or for the benefit of Beneficiary or as Beneficiary shall direct. Any such tenant shall be entitled to rely upon any notice from Beneficiary and shall be protected with respect to any payment of Rents made pursuant to such notice, irrespective of whether a dispute exists between Trustor and Beneficiary with respect to the existence of a default or the rights of Beneficiary hereunder. Any such tenant shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this assignment. Trustor hereby agrees to indemnify, defend and hold any such tenant harmless from and against any and all losses, claims, damages or liabilities arising from or related to any payment of Rents by such tenant made in reliance on and pursuant to such notice.

10. **Default and Foreclosure.** Upon default by Trustor in payment or performance of any Secured Obligation, subject to any applicable cure period, Beneficiary may declare all sums secured immediately due and payable by delivery to Trustee of a declaration of default and

demand for sale and of a notice of default and of a notice of sale, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Leasehold Deed of Trust, said note or notes and all documents evidencing expenditures secured by this Leasehold Deed of Trust. Upon default of any obligation secured by this Leasehold Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the Property under the power of sale granted in this Leasehold Deed of Trust, noticed and held in accordance with California Civil Code Sections 2924, et seq., as such statutes may be amended from time to time. Trustor waives all rights it may have to require marshaling of assets or to require sales of assets in any particular order, including any rights under California Civil Code Sections 2899 and 3455.

11. **Substitution of Trustee.** Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Leasehold Deed of Trust is recorded and the name and address of the new Trustee.

12. **Successors and Assigns.** This Leasehold Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the secured note or notes, whether or not named as Beneficiary herein.

13. **Trustee Acceptance.** Trustee accepts this trust when this Leasehold Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Leasehold Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

14. **Further Assurances.** Trustor shall, at its own cost and expense, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Beneficiary shall from time to time require, for better assuring, conveying, assigning, transferring, and confirming unto Trustee the Property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Trustee, or for carrying out the intention or facilitating the performance of the terms of this Leasehold Deed of Trust, or for filing, registering, or recording this Leasehold Deed of Trust. Trustor shall, on demand, execute and deliver, and hereby authorizes Trustee and Beneficiary, or either of them, to execute in the name of Trustor, to the extent it may lawfully do so, one or more financing statements, chattel mortgages, or comparable security instruments, to evidence more effectively the lien hereof. Immediately upon the execution and delivery of this Leasehold Deed of Trust, and thereafter from time to time, Trustor shall cause this Leasehold Deed of Trust, and any security instruments creating a lien or evidencing the lien hereof upon any personal property and each instrument of further assurance, to be filed, registered, or recorded in such manner and

in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Property encumbered hereby.

15. **Condemnation and Insurance Proceeds.** Trustor shall comply with the Ground Lease with respect to condemnation and insurance proceeds.

16. **Severability.** If any one or more of the provisions contained in this Leasehold Deed of Trust shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Leasehold Deed of Trust, but this Leasehold Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, but only to the extent of such invalidity.

17. **Estoppel Certificates.** Trustor shall, within 10 days of a written request from Beneficiary from time to time, furnish Beneficiary with a written statement, duly acknowledged, setting forth the sums secured by this Leasehold Deed of Trust and any right of set off, counterclaim or other defense which exists against such sums and the obligations of this Leasehold Deed of Trust.

18. **California Uniform Commercial Code Security Agreement; Fixture Filing.** Trustor hereby grants Beneficiary a security interest in all personal property of Trustor located on the Property and wherever located and used in any way in connection with or in any way relating to the Property, and whether now owned or hereafter in existence, acquired or created (including equipment, inventory, goods, documents, instruments, general intangibles, chattel paper, accounts, accounts receivable, deposit accounts and contract rights), and all fixtures of Trustor now owned or hereafter in existence, acquired or created on, of or relating to the Property, and all substitutions, replacements, additions, accessions and proceeds (including insurance proceeds) of all of the foregoing (collectively, the **"Personal Property"**). Beneficiary may file this Leasehold Deed of Trust, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for the Personal Property. Any reproduction of this Leasehold Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Trustor shall execute and deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Leasehold Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to the Personal Property. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Uniform Commercial Code any other security interest in the Personal Property. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Leasehold Deed of Trust, including the covenants to pay when due all sums secured by this Leasehold Deed of Trust, Beneficiary shall have the remedies of a secured party under the California Uniform Commercial Code and, at Beneficiary's option, may also invoke any remedies provided in this Leasehold Deed of Trust as to the Personal Property. In exercising any of such remedies, Beneficiary may proceed against the Property and any of the Personal Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under

the California Uniform Commercial Code or the remedies provided in the Leasehold Deed of Trust. This Leasehold Deed of Trust also covers goods which are or which are to become fixtures on the Property and constitutes and is filed as a fixture filing under the California Uniform Commercial Code.

19. **Due On Sale or Encumbrance.** If all or any part of the Property, or any interest therein, or any interest in Trustor (if Trustor is not a natural person or persons but is a corporation, partnership, trust, limited liability company or other legal entity), is sold, transferred, mortgaged, assigned, pledged, or further encumbered, whether directly or indirectly, whether voluntarily or involuntarily or by operation of law, except as expressly permitted by the Ground Lease, Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Leasehold Deed of Trust to be immediately due and payable, and Beneficiary may invoke any remedies permitted by this Leasehold Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth.

**TRUSTOR:**

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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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"

### LEGAL DESCRIPTION

The land in the County of Los Angeles, State of California, described as follows:

THE SOUTHERLY 24 FEET OF LOT 308 OF DIVISION "B" AND LOT 309 OF DIVISION "B", EXCEPT THE SOUTHERLY 20 FEET OF SAID LOT 309, BOTH OF TRACT NO. 874, IN THE CITY OF HAWTHORNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 17 PAGES 110 AND 111 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT/CERTIFICATE OF COMPLIANCE RECORDED MAY 5, 2010 AS [INSTRUMENT NO. 20100643861 OF OFFICIAL RECORDS](#).

[Assessor's Parcel Number: 4051-030-902](#)

DRAFT

## EXHIBIT B

### ADDENDUM TO LEASEHOLD DEED OF TRUST

This ADDENDUM TO THE LEASEHOLD DEED OF TRUST is part of the Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (“**Leasehold Deed of Trust**”) dated as of \_\_\_\_\_, 2026, between \_\_\_\_\_, as Trustor, and the CITY OF HAWTHORNE, as Beneficiary. The following provisions are made a part of the Leasehold Deed of Trust:

1. No Discrimination. The Trustor covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.

All deeds, leases or contracts made relative to the Property, the improvements thereon or any part thereof, shall contain or be subject to the nondiscrimination/nonsegregation clauses set forth in California Health and Safety Code Section 33436.

2. Hazardous Substances.

(a) As used in this Section, the following terms shall have the following meanings:

(i) “**Environmental Laws**” means all statutes, ordinances, orders, rules, regulations, plans, policies or decrees and the like now or hereafter in effect relating to (A) Hazardous Substance Activity or Hazardous Substances; (B) the generation, use, storage, transportation or disposal of Hazardous Substances, or solid waste; or (C) occupational safety and health, industrial hygiene, land use or the protection of human, plant or animal health, safety or welfare, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) (“**CERCLA**”); the Hazardous Material Transportation Act (49 U.S.C. Section 180 et seq.); the Federal Insecticide,

Fungicide, and Rodenticide Act (7 U.S.C. Section 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); the Clean Air Act (42 U.S.C. Section 740 et seq.); the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.); the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.); the Safe Drinking Water Act (42 U.S.C. Section 300f et seq.); the Porter-Cologne Water Quality Control Act (California Water Code Section 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health & Safety Code Section 25249.5 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.); the Hazardous Waste Control Act (California Health & Safety Code Section 25100 et seq.); The California Environmental Quality Act (California Public Resources Code Section 2100 et seq.); and the rules, regulations and ordinances of the City of Mill Valley or any applicable federal, state and local agencies or bureaus, as amended from time to time.

(ii) **“Foreclosure Transfer”** means the transfer of title to all or any part of the Property or the Trust Estate at a foreclosure sale under the Leasehold Deed of Trust, either pursuant to judicial decree or the power of sale contained in the Leasehold Deed of Trust, or by deed in lieu of such foreclosure.

(iii) **“Hazardous Substances”** means (A) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “acutely hazardous waste,” “radioactive waste,” “infectious waste,” “biohazardous waste,” “toxic substance,” “pollutant,” “toxic pollutant,” “contaminant” as well as any other formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, “EP toxicity” or “TCLP toxicity”; (B) petroleum, natural gas, natural gas liquids, liquified natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (C) “hazardous substance” as defined in Section 2782.6(d) of the California Civil Code; (D) “waste” as defined in Section 13050(d) of the California Water Code; (E) asbestos in any form; (F) urea formaldehyde foam insulation; (G) polychlorinated biphenyls (PCBs); (H) radon; and (I) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is limited or regulated for health and safety reasons by any governmental authority, or which poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment.

(iv) **“Hazardous Substance Activity”** means any actual, proposed, or threatened use, storage, holding, existence, location, release (including, without limitation, any spilling, leaking, leaching, pumping, pouring, emitting, emptying, dumping, disposing into the environment, and the continuing migration into or through soil, surface water, groundwater or any body of water or the air), discharge, deposit, placement, generation, processing, construction, treatment, abatement, removal, disposal, disposition, handling, or transportation of any Hazardous Substance from, under, in, into, or on the Property, including without limitation, the movement or migration of any Hazardous Substances from surrounding property, surface water,

groundwater or any body of water, or the air under, in, into or onto the Property and any residual Hazardous Substances contamination in, on, or under the Property.

(v) “**Losses**” means all charges, losses, liabilities, damages (whether actual, consequential, punitive, or otherwise denominated), costs, fees, demands, claims, actions, administrative proceedings (including informal proceedings), judgments, causes of action, assessments, fines, penalties, costs, and expenses of any kind or character, foreseeable and unforeseeable, liquidated and contingent, proximate and remote, including, without limitation, the following: (A) the reasonable fees and expenses of outside legal counsel; (B) the reasonable fees and expenses of accountants, third-party consultants, and other independent contractors retained by an Beneficiary; (C) costs, including capital, operating and maintenance costs, incurred in connection with any investigation or monitoring of site conditions or any clean-up, remedial, removal or restoration work required or performed by any federal, state or local governmental agency or political subdivision or performed by any non-governmental entity or person that is required by Environmental Laws or administrative ruling or directive because of the presence, suspected presence, release or suspected release of Hazardous Substances in violation of Environmental Laws in the air, soil, surface water or groundwater at the Property; (D) any and all diminution in value of the Property, loss of use or damage to the Property, or loss of profits or loss of business opportunity; and (E) reasonable costs and expenses of enforcing this Section.

(vi) “**Environmental Losses**” means Losses arising out of or occurring as a result of: (A) the occurrence of any Hazardous Substance Activity; (B) any violation of any applicable Environmental laws relating to the Property or to the ownership, use, occupancy or operation thereof; (C) any investigation, inquiry, order, hearing, action, or other proceeding by or before any governmental agency in connection with any Hazardous Substance Activity; or (D) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (A), (B), or (C), or any allegation of any such matters.

(b) Trustor represents and warrants to Beneficiary that Trustor has conducted as appropriate inquiry and investigation, and, to the best of Trustor’s knowledge and except as previously expressly disclosed in writing by Trustor to Beneficiary, based on such inquiry and investigation, no portion of the Property is being used or has ever been used at any previous time, for the disposal, storage, treatment, processing or other handling of Hazardous Substances, nor have any Hazardous Substances migrated onto or from the Property. Neither the Property nor Trustor is in violation of or subject to any existing, pending or threatened investigation by any governmental authority under any Environmental Law. Trustor’s prior and intended use of the Property will not result in the disposal or release of any Hazardous Substances on, under, about or to the Property or the migration of any Hazardous Substances from the Property. The foregoing representations and warranties shall be continuing and shall be true and correct for the period from the date hereof to the release of this Leasehold Deed of Trust (whether by payment of the indebtedness secured hereby or foreclosure or action in lieu thereof), and these representations and warranties shall survive such release.

(c) Trustor represents and warrants to Beneficiary that Trustor has complied with all recommendations by any engineers retained by Trustor and all requirements of any applicable department of environmental resources, environmental protection agency or similar governmental agency, and there are no recommendations by said engineers or requirements ordered by said agency or any other governmental body for environmental investigation or cleanup with respect to the Property.

(d) On and after the date hereof, Trustor shall not (a) allow any Hazardous Substances to be installed, used, introduced, stored, treated, disposed of, generated, manufactured, discharged, dumped, transported or brought in, upon or over the Property in violation of applicable law; (b) allow any soil or ground water contamination or pollution with any Hazardous Substances on the Property in violation of applicable law; (c) allow any Hazardous Substances to migrate from the Property in violation of applicable law; (d) allow any Hazardous Substances to migrate onto the Property from any adjacent properties in violation of applicable law; or (e) allow or cause the Property to be in violation of, or to trigger a duly initiated and prosecuted investigation of the Property by any governmental authority under applicable limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules or timetables contained in any local, state and/or federal laws, regulations, codes, ordinances, plans, administrative or judicial orders, decrees, judgments, notices or demand letters issued, entered, promulgated or approved thereunder relating to the environment, land use, water and air quality and Hazardous Substances (“**Environmental Requirements**”).

(e) If the presence of any Hazardous Substances on the Property caused or permitted by Trustor results in any contamination of the Property, Trustor shall promptly take all actions, at its sole expense, as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Substances to the Property; provided that Beneficiary’s approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Property.

(f) At any time after the occurrence and during the continuance of any default under this Section (subject to any applicable notice and cure provisions in Ground Lease), Beneficiary shall have the following rights and remedies, in addition to any other rights and remedies Beneficiary has under this Leasehold Deed of Trust:

(i) As provided in California Code of Civil Procedure Section 564, Beneficiary or its employees, acting by themselves or through a court appointed receiver may do any of the following: (i) enter upon, possess, manage, operate, dispose of, and contract to dispose of the Property or any part thereof; (ii) take custody of all accounts; (iii) negotiate with governmental authorities with respect to the Property’s environmental compliance and remedial measures; (iv) take any action necessary to enforce compliance with environmental provisions, including spending Rent Payments to abate any environmental problem; (v) make, terminate, enforce or modify leases of part or all of the Property; (vi) contract for goods and services, hire agents, employees, and counsel, make repairs, alterations, and improvements to the Property necessary in Beneficiary’s judgment to protect or enhance the security hereof; and/or (vii) take any and all other actions which may be necessary or desirable to comply with Trustor’s obligations hereunder and under the Loan Documents. All sums realized by the receiver or

Beneficiary under this subparagraph, less all costs and expenses incurred by either of them under this subparagraph, including attorneys' fees, and less such sums as Beneficiary or the receiver deems appropriate as a reserve to meet future expenses under this subparagraph, shall be applied on any indebtedness secured hereby in such order as Beneficiary shall determine. Neither application of said sums to said indebtedness, nor any other action taken by Beneficiary or the receiver under this subparagraph shall cure or waive any default or notice of default hereunder, or nullify the effect of any such notice of default. Beneficiary, or any employee or agent of Beneficiary, or a receiver appointed by a court, may take any action or proceeding hereunder without regard to the adequacy of the security for the indebtedness secured hereunder, the existence of a declaration that the indebtedness secured hereby has been declared immediately due and payable, or the filing of a notice of default.

(ii) With or without notice, and without releasing Trustor from any obligation hereunder, to cure any default of Trustor or in connection with any such default, Beneficiary or its agents, acting by themselves or through a court-appointed receiver, may enter upon the Property or any part thereof and perform such acts and things as Beneficiary deems necessary or desirable to inspect, investigate, assess, and protect the security hereof, including of any of Beneficiary's other rights: (i) to obtain a court order to enforce Beneficiary's right to enter and inspect the Property under California Civil Code Section 2929.5 (in respect of which the decision of Beneficiary as to whether there exists a release or threatened release of hazardous substance, as defined therein, onto the Property shall be deemed reasonable and conclusive as between the parties hereto); and (ii) to have a receiver appointed under California Code of Civil Procedure Section 564 to enforce Beneficiary's right to enter and inspect the Property for hazardous substances as defined therein. All costs and expenses incurred by Beneficiary with respect to the audits, tests, inspections, and examinations which Beneficiary or its agents or employees may conduct, including the fees of engineers, laboratories, contractors, consultants, and attorneys, shall be paid by Trustor. All costs and expenses incurred by Trustee and Beneficiary pursuant to this subparagraph (including court costs, consultant fees and attorney fees, whether incurred in litigation or not and whether before or after judgment) shall bear interest at the Note Rate, from the date they are incurred until said sums have been paid.

(iii) Beneficiary may seek a judgment that Trustor has breached its covenants, representations and/or warranties with respect to the environmental matters set forth above in this Section, by commencing and maintaining an action or actions in any court of competent jurisdiction for breach of contract pursuant to California Code of Civil Procedure Section 736, whether commenced prior to foreclosure of the Property or after foreclosure of the Property, and to seek the recovery of any and all costs, damages, expenses, fees, penalties, fines, judgments, indemnification payments to third parties, and other out-of-pocket costs or expenses actually incurred by Beneficiary or advanced by Beneficiary (collectively, the "Environmental Costs") relating to the cleanup, remediation or other response action required by applicable law or which Beneficiary believes necessary to protect the Property, it being conclusively presumed between Beneficiary and Trustor that all such Environmental Costs incurred or advanced by Beneficiary relating to the cleanup, remediation, or other response action respecting the Property were made by Beneficiary in good faith. All Environmental Costs incurred by Beneficiary under this subparagraph (including court costs, consultant fees and attorney fees, whether incurred in litigation or not and whether before or after judgment) shall bear interest at the Note Rate, from the date of expenditure until said sums have been paid. Beneficiary shall be entitled to bid, at

any sale of the Property held hereunder, the amount of said costs, expenses and interest in addition to the amount of the other obligations hereby secured as a credit bid, the equivalent of cash.

(iv) As provided in California Code of Civil Procedure Section 726.5, Beneficiary may waive its lien against the Property or any portion thereof, to the extent such property is found to be environmentally impaired as defined therein, and to exercise any and all rights and remedies of an unsecured creditor against Trustor and all of Trustor's assets and property for the recovery of any deficiency and Environmental Costs, including seeking an attachment order under California Code of Civil Procedure Section 483.010. Beneficiary and Trustor each represents and warrants for itself that it has no actual knowledge of any release of any Hazardous Substance (as defined in Section 726.5) on, to or under the Property. As between Beneficiary and Trustor, for purposes of California Code of Civil Procedure Section 726.5, Trustor shall have the burden of proving that Trustor or any related party (or any affiliate or agent of Trustor or any related party) did not cause or contribute to, and was not in any way negligent in permitting, any release or threatened release of the Hazardous Substance.

(v) Trustor acknowledges and agrees that notwithstanding any term or provision contained herein or in any promissory note or other loan documents, the Environmental Costs and all judgments and awards entered against Trustor pursuant to Section 6(f)(iv) above shall be exceptions to any nonrecourse or exculpatory provision of the loan documents, and Trustor shall be fully and personally liable for the Environmental Costs and such judgments and awards and such liability shall not be limited to the original principal amount of the obligations secured by this Leasehold Deed of Trust, and Trustor's obligations shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance, or any other transfer of the Property or this Leasehold Deed of Trust.

(g) Trustor hereby agrees to indemnify, defend and hold harmless Beneficiary from and against any and all Environmental Losses.

**TRUSTOR:**

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

STATE OF CALIFORNIA            )  
  )        SS.  
COUNTY OF                            )

On \_\_\_\_\_, 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 of Notary Public

[SEAL]

Exhibit E

**FORM OF ASSIGNMENT**

(Attached.)

DRAFT

**ASSIGNMENT OF ARCHITECT'S/ENGINEER'S CONTRACTS AND PLANS**  
(CITY LOAN)

[NOTE: IF CITY LOAN IS DISBURSED FIRST, PROCEEDS WILL PRESUMABLY BE APPLIED TO COSTS OF PLANS OR TO REIMBURSE DEVELOPER FOR COSTS OF PLANS]

THIS ASSIGNMENT OF ARCHITECT'S/ENGINEER'S CONTRACTS AND PLANS (this "**Assignment**") is made as of \_\_\_\_\_, 2026, and is executed by \_\_\_\_\_ ("**Assignor**"), in favor of the CITY OF HAWTHORNE ("**Assignee**"), pursuant to that certain Disposition, Development and Loan Agreement dated \_\_\_\_\_, 2026 by and between Assignor and Assignee (the "**DDA**").

**RECITALS**

A. As contemplated by the DDA, Assignee made a construction and permanent loan in the amount of \$7,000,000 to Assignor for construction costs for a low income housing project on property at 14115 Cordary in Hawthorne, California ("**Project**"). The loan is evidenced by a secured promissory note (including any modifications thereof, the "**City Loan Note**").

C. Pursuant to the DDA, \_\_\_\_\_, as tenant, and Assignee, as landlord, entered into a Ground Lease which provides, among other things, that upon termination of the Ground Lease after an Event of Default thereunder by the tenant, Assignee shall be entitled to enforce the architects and engineers agreement relating to the project, and shall be entitled to ownership and use of plans and specifications for the project.

D. Additionally, the DDA also requires Assignor to assign to Assignee, as security for the City Loan, all of Assignor's right, title and interest in and to all architects and engineers ("**Engineers/Architects**") contracts, plans and specifications for the Project, which include: (i) that certain \_\_\_\_\_ dated \_\_\_\_\_, executed by \_\_\_\_\_ and \_\_\_\_\_ [which has been assigned by \_\_\_\_\_ to \_\_\_\_\_, L.P.][?]; (ii) that certain \_\_\_\_\_ dated \_\_\_\_\_, executed by \_\_\_\_\_ and \_\_\_\_\_ [which have been assigned by \_\_\_\_\_ to \_\_\_\_\_, L.P.][?]; and (iii) all plans and specifications created under or pursuant to such contracts [, which have been assigned by \_\_\_\_\_ to \_\_\_\_\_, L.P.][?] (collectively, the "**Contracts**").

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, effective upon the occurrence of a default under the Note, all of Assignor's right, title and interest in and to the Contracts for the purposes of securing payment of the principal and interest evidenced by the Note, proceeds of which have been used by Assignor to pay costs payable by Assignor under the Contracts, **and** for purposes of enforcement, ownership and use upon a termination of the Ground Lease prior to completion of the Project, based on an Event of Default thereunder by the ground tenant.

Assignor's assignment includes the ability to receive, demand and enforce any and all of Assignor's rights, and receive, demand and enforce the obligations of the Engineers/Architects under the Contracts, and use all plans and specifications (or assign the same to a subsequent developer), and to perform any and all acts in the name of Assignor or at the option of Assignee, in the name of Assignee.

Assignor hereby represents and warrants to Assignee that: (i) no previous assignment of Assignor's interest in and to or rights under the Contract has been made; and (ii) Assignor is not in default under the Contracts as of the date hereof.

Assignor agrees not to amend, assign, sell, pledge or otherwise transfer or encumber in any manner Assignor's interest in and to or rights under the Contracts without the prior written consent of Assignee so long as this Assignment remains in effect.

Upon the completion of the Project in accordance with the Ground Lease, and repayment of all principal and interest under the City Loan, this Assignment shall terminate.

If any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Assignment shall be governed by and construed according to the laws of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

**CONSENT**

The undersigned hereby consents to the assignment described in the Assignment to which this Consent is attached.

The undersigned hereby agrees that upon the Assignee or its assigns giving the undersigned written notice of Assignee's exercise of its rights under the Assignment, the undersigned will recognize and attorn to Assignee (or such assigns) in accordance with the Assignment, and will have no recourse against Assignee for any sums due under the Contract with the undersigned at the time of such notice (but shall have all of its rights and remedies against Assignor for such sums).

The address for notices of the undersigned for such purpose is:

\_\_\_\_\_

Notices may be sent by certified mail or reputable overnight delivery service.

The undersigned represents that:

- (i) The undersigned has not assigned its interest under its Contract to any other person or entity;
- (ii) The Assignor is not in default under the Contract.

The undersigned agrees that no change, modification or amendment to the Contract from and after the date hereof shall be valid without the prior written consent of Assignee.

Dated as of: \_\_\_\_\_, 202\_

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONSENT**

The undersigned hereby consents to the assignment described in the Assignment to which this Consent is attached.

The undersigned hereby agrees that upon the Assignee or its assigns giving the undersigned written notice of Assignee's exercise of its rights under the Assignment, the undersigned will recognize and attorn to Assignee (or such assigns) in accordance with the Assignment, and will have no recourse against Assignee for any sums due under the Contract with the undersigned at the time of such notice (but shall have all of its rights and remedies against Assignor for such sums).

The address for notices of the undersigned for such purpose is:

\_\_\_\_\_

Notices may be sent by certified mail or reputable overnight delivery service.

The undersigned represents that:

- (i) The undersigned has not assigned its interest under its Contract to any other person or entity;
- (ii) The Assignor is not in default under the Contract.

The undersigned agrees that no change, modification or amendment to the Contract from and after the date hereof shall be valid without the prior written consent of Assignee.

Dated as of: \_\_\_\_\_, 202\_\_

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit F

**FORMS OF AFFORDABLE HOUSING COVENANTS AND NOTICE**

(Attached.)

DRAFT

RECORDING REQUESTED BY,  
AND WHEN RECORDED MAIL TO:

City of Hawthorne  
4455 W. 126th St.  
Hawthorne, CA 90250  
Attention: City Clerk

With a copy to:

\_\_\_\_\_

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

**REGULATORY AGREEMENT**  
**(Housing Set Aside Funds)**

THIS REGULATORY AGREEMENT (HOUSING SET ASIDE FUNDS) is entered into as of \_\_\_\_\_, 2026, by and between the CITY OF HAWTHORNE, a municipal corporation, successor to the affordable housing rights and obligations of the Hawthorne Community Redevelopment Agency (the “City”), and \_\_\_\_\_ (the “Developer”).

***RECITALS***

A. Developer has a leasehold interest in the real property legally described on Exhibit “A” (the “Site”) by virtue of a Ground Lease between City, as landlord, and Developer, as tenant. The Ground Lease requires the Developer to construct a 93 unit multifamily residential rental development on the Site (“Project”).

B. The Site is subject to that certain Disposition, Project and Loan Agreement dated \_\_\_\_\_, 2026 between City and \_\_\_\_\_ (the “DDA”) which requires this Regulatory Agreement for the Project.

C. Pursuant to the DDA, the City has agreed to provide financial assistance in the form of a \$7,000,000 loan to Developer, in part from housing set-aside funds (held by City as successor to the housing assets of the former Community Redevelopment Agency), in order to assist with Project of the Project, and in connection therewith, the City has required and the Developer has agreed to restrict 92 of the housing units for rental to extremely low income, very low income and low income households at an affordable rent (the “Affordable Units”) and the additional unit as an on-site manager’s unit.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. Restrictions.** Ninety-two of the Affordable Units shall be rented and made available to Extremely Low Income Households, Very Low Income Households and Low Income Households as set forth in the table below, and at an Affordable Rent as provided and defined in Section 2 hereof. The remaining unit shall be rented to an on-site manager.

AMI	1BR	2BR	TOTAL	AMI Dist
30%	22	7	29	31%
50%	13	4	17	18%
60%	21	4	25	27%
70%	11	4	15	16%
80%	2	4	6	6%
MGR	0	1	1	1%
<b>TOTAL</b>	<b>69</b>	<b>24</b>	<b>93</b>	<b>100%</b>
Unit Size Dist	74%	26%	100%	0%

**a. Income Categories.** For the purposes of this Regulatory Agreement, the following definitions of income categories shall apply:

i. “Extremely Low Income Households” shall mean those households earning not greater than thirty percent (30%) of the Los Angeles County Area Median Income, adjusted for household size appropriate for the unit.

ii. “Very Low Income Households” shall mean those households earning more than thirty percent (30%) but not more than sixty percent (60%) of the Los Angeles County Area Median Income, adjusted for household size appropriate for the unit.

iii. “Low Income Households” shall mean those households earning more than sixty percent (60%) but not more than eighty percent (80%) of the Los Angeles County Area Median Income, adjusted for household size appropriate for the unit.

**b. Household Income Requirements.** Following the initial leasing of any the Affordable Units, and annually thereafter, the Developer shall submit to City a summary of the income, household size and rent payable by each of the tenants of the Affordable Units. At the City’s request, the Developer shall also provide to the City completed income computation and certification forms, in a form reasonably acceptable to the City, for any such tenant or tenants. Developer shall obtain, or shall cause to be obtained by the property manager for the Project (the “Property Manager”), a certification from each household leasing an Affordable Unit demonstrating that such household meets the applicable income requirements established for the Affordable Unit. Developer shall verify the income of each proposed and existing tenant of the Affordable Units by at least one of the following methods as appropriate to the proposed or existing tenant:

i. obtain two (2) paycheck stubs from the person’s two (2) most recent pay periods.

ii. obtain a true copy of an income tax return from the person for the most recent tax year in which a return was filed.

iii. obtain an income verification certification from the employer of the person.

iv. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies.

v. obtain an alternate form of income verification reasonably requested by City, if none of the above forms of verification is available to the Developer.

**c. Over-Income Tenants.** Except in the event of fraud or misrepresentation by the tenant, no tenant shall be denied continued occupancy of a Housing Unit solely because such tenant no longer qualifies because of an increase in household income subsequent to such tenant's initial date of occupancy. Notwithstanding anything else in this Regulatory Agreement, if a tenant's income exceeds the qualifying limits, upon income recertification, the Developer may increase the Monthly Rent payable by such tenant to the lesser of: (a) the fair market rent for such unit, or (b) one-twelfth (1/12) of thirty percent (30%) of such tenant's actual annual income. Upon the vacation of the unit by such tenant, the unit shall be re-rented to a household with an income that qualifies (i.e., the same income level per the table in Section 1 as the former tenant had when it qualified) in order to replace the previously qualifying tenant, as applicable, at the Maximum Monthly Rent as provided in Section 2 hereof, in accordance with the requirements hereof.

**2. Affordable Rent.** Subject to Section 1(c) above, Affordable Rent shall be charged for all Affordable Units for the Affordability Period (defined in Section 3 below). The Affordable Rent chargeable for the Affordable Units shall be no greater than the rent calculated under the methodology established by California Health and Safety Code Section 50053 and applicable regulations, and shall include a reasonable utility allowance.

For purposes of this Regulatory Agreement, except as may be otherwise required under California Health and Safety Code Section 50053 and applicable regulations (which shall govern the calculation of rent), "Monthly Rent" means the total of monthly payments for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service or cable service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer. In the event that all utility charges are paid by the landlord rather than the tenant, no utility allowance shall be deducted from the rent.

For purposes of determining the maximum Monthly Rent payable under this Regulatory Agreement, in the event that the Project receives an allocation of Federal Low Income Housing Tax Credits, "family of a size appropriate to the unit" means one and one-half persons for a one bedroom unit, three persons for a two-bedroom unit, and four and one-half persons for a three-bedroom unit, because the Tax Credit requirements constitute pertinent federal requirements applicable to the Housing Project as described in Health and Safety Code Section 50053(c). In the event that the Project does not receive an allocation of Federal Low Income Housing Tax Credits, "family of a size appropriate to the unit" means two persons for a one-bedroom unit,

three persons for a two-bedroom unit, and four persons for a three-bedroom unit. Even if Federal Law Income Housing Tax Credits are received, the rents for units under this Agreement will not exceed the applicable maximum rent permitted under California Health and Safety Code Section 50053 based on a “family of a size appropriate to the unit”.

**3. Duration of Affordability Requirements.** The Project shall be subject to the requirements of this Regulatory Agreement for fifty-five (55) years from the date that the Project is completed and the City issues a final certificate of occupancy therefor. The duration of this requirement shall be known as the “Affordability Period.”

**4. Selection of Tenants, Marketing Program.** Developer shall be responsible for the selection of tenants for the Affordable Units in compliance with lawful and reasonable criteria, as set forth in this Regulatory Agreement and the Management Plan which is required to be submitted and approved by the City pursuant to the DDA.

**5. Occupancy Limits.** Occupancy of one bedroom Affordable Units shall be limited to three persons. Occupancy of two bedroom Affordable Units shall be limited to four persons.

**6. Maintenance.** The Developer shall maintain or cause to be maintained the interior and exterior of the Affordable Units and Project in a decent, safe and sanitary manner, and in accordance with the standard of maintenance of similar market rate and affordable apartment units within Los Angeles County, California. If at any time Developer fails to maintain the Affordable Units and Project in accordance with this Regulatory Agreement and such condition is not corrected within five days after written notice from the City with respect to graffiti, debris, and waste material (or such longer period as may be reasonably necessary to remedy the condition), or thirty days after written notice from the City with respect to general maintenance, landscaping and building improvements (or such longer period as may be reasonably necessary to remedy the condition), then the City, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Site and perform all acts and work necessary to protect, maintain, and preserve the Project, and to attach a lien upon the Site, or to assess the Project, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, which amount shall be promptly paid by Developer to the City upon demand. Notwithstanding anything to the contrary contained elsewhere in this Regulatory Agreement, each lien created hereunder shall at all times be subject and subordinate to the lien of each deed of trust, mortgage and security agreement now or hereafter encumbering all or any part of the Site (or any interest therein) and to all amendments, modifications, extensions and renewals thereof.

**7. Capital Reserve Requirements.** The Developer shall annually set aside an amount of not less than Three Hundred Dollars (\$300.00) per housing unit, from the gross rents received from the Project, into a separate interest-bearing trust account (the “Capital Replacement Reserve”). Such minimum amount shall be adjusted every five years by the percentage increase in the Los Angeles County median income. Funds in the Capital Replacement Reserve shall be used for capital replacements to the Project fixtures and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the

Developer of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Project in the manner prescribed herein. Not less than once per year, Developer shall submit to the City an accounting for the Capital Replacement Reserve. Capital repairs to and replacement of the Project shall include only those items with a useful life in excess of one year, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement; irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement; common area repainting, and uninsured losses due to casualties such as earthquakes.

**8. Operating Budget and Reserve.** The Developer shall submit to City, on not less than an annual basis, an operating budget for the Project.

**9. Social Services.** At all times during the Affordability Period, Developer shall provide commercially reasonable activities and programs appropriate to the needs of the residents of the Project, subject to the availability of net cash flow therefor from the project. To the extent that insufficient funds are available from the net cash flow (after payment of all debt service and reserves) of the Project for such activities and programs, the Developer shall use good faith efforts to obtain other sources of funds for social service programs, such as funds of entities affiliated with Developer and public programs which are reasonably available to the Developer. The Developer shall submit for the approval of the City's Executive Director or designee, which approval shall not be unreasonably withheld or delayed, a detailed "Resident Services Plan" which sets forth in detail the services, activities and programs to be provided to residents of the Project. The Developer shall annually submit to the City an updated Resident Services Plan, which shall also be subject to the prior written approval of the City Manager or designee, which approval shall not be unreasonably withheld or delayed.

**10. Non- Discrimination Covenants.** Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Project, nor shall 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 tenants, lessees, subtenants, sublessees, or vendees in the Project. The Developer shall refrain from restricting the rental, sale or lease of the Project on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

**a.** In deeds: "The grantee herein covenants by and for and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926,

12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

**b.** In leases: “The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and that this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

**c.** In contracts: “There shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

The covenants established in this Section II shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City and its successors and assigns, and shall remain in effect in perpetuity.

**11. Monitoring and Recordkeeping.** Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in Health and Safety Code Section 33418 and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by or acceptable to the City. Representatives of the City shall be entitled to enter the Project, upon at least forty-eight (48) hours notice, to monitor compliance with this Regulatory Agreement, to inspect the records of the Project, and to conduct an independent audit or inspection of such records. The Developer agrees to cooperate with the City in making the Project available for such inspection or audit. Developer agrees to maintain records in a businesslike manner, and to maintain such records for the term of this Regulatory Agreement.

**12. Compliance With Laws.** The Developer shall carry out the acquisition, design, Project and operation of the Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and Project standards, building, plumbing, mechanical and electrical codes, all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

**13. Duty to Prevent Hazardous Material Contamination.** During the Project and operation of the Project, the Developer shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Site in violation of applicable laws, conditions of governmental approval and permits (“Governmental Requirements”). Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. The Developer shall notify the City, and provide to the City a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Developer shall report to the City, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

For purposes of this Section 14, “Hazardous Materials” means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State

of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §13 17), (xi) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903) or (xii) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq. Notwithstanding the foregoing, “Hazardous Materials” shall not include such products in quantities as are customarily used in the construction, maintenance, Rehabilitation or management of residential Projects or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential Projects, or substances commonly ingested by a significant population living within the Project, including without limitation alcohol, aspirin, tobacco and saccharine.

**14. Successors and Assigns.** This Regulatory Agreement shall run with the land, and all of the terms, covenants and conditions of this Regulatory Agreement shall be binding upon the Developer and the City and the permitted successors and assigns of the Developer and the City. Whenever the term “Developer,” or “City” is used in this Regulatory Agreement, such term shall include any other successors and assigns as herein provided.

**15. Taxes and Assessments.** Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site, subject to the Developer’s right to contest in good faith any such taxes. The Developer may apply for and receive any exemption from the payment of property taxes or assessments on any interest in or to the Site without the prior approval of the City.

**16. Events of Default.** An “Event of Default” shall occur under this Regulatory Agreement when there shall be a breach of any provisions in this Regulatory Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the defaulting party without the defaulting party curing such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, commencing the cure of such breach within such thirty (30) day period and thereafter diligently proceeding to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of this Regulatory Agreement, the specific provision shall control.

**17. Remedies.** The occurrence of any Event of Default shall give the nondefaulting party the right to proceed with any and all remedies available at law or equity, including an action for damages, and an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants hereunder or to enjoin acts or things which may be unlawful or in violation of the provisions of this Regulatory Agreement, and acceleration of the payment of the City's loan.

**18. Attorneys' Fees.** In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit, including without limitation expert witness fees and reasonable attorneys' fees.

**19. Remedies Cumulative.** No right, power, or remedy given to the City by the terms of this Regulatory Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Developer and any other person.

**20. Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Regulatory Agreement must be in writing and may be given either by (i) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (ii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

City: City of Hawthorne  
4455 W. 126th St.  
Hawthorne, CA 90250  
Attention: City Manager

with a required copy to:

City of Hawthorne  
4455 W. 126th St.  
Hawthorne, CA 90250  
Attention: City Attorney

Developer: \_\_\_\_\_

Such addresses may be changed by notice to the other party given in the same manner as provided above.

**21. No Third Party Beneficiaries.** This Regulatory Agreement is made and entered into for the sole protection and benefit of the City and its successors and assigns, and Developer

and its successors and assigns, and no other person or persons shall have any right of action hereon.

**22. Partial Invalidity.** If any provision of this Regulatory Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

**23. Governing Law.** This Regulatory Agreement and the documents and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto.

**24. Amendment.** This Regulatory Agreement may not be changed orally, but only by agreement in writing signed by Developer and the City.

**IN WITNESS WHEREOF,** the parties hereto have executed this Regulatory Agreement effective as of the date and year set forth above.

**DEVELOPER:**

**CITY:**

CITY OF HAWTHORNE,  
a municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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"**

**DESCRIPTION OF LAND**

The land in the County of Los Angeles, State of California, described as follows:

THE SOUTHERLY 24 FEET OF LOT 308 OF DIVISION "B" AND LOT 309 OF DIVISION "B", EXCEPT THE SOUTHERLY 20 FEET OF SAID LOT 309, BOTH OF TRACT NO. 874, IN THE CITY OF HAWTHORNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 17 PAGES 110](#) AND 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT/CERTIFICATE OF COMPLIANCE RECORDED MAY 5, 2010 AS [INSTRUMENT NO. 20100643861 OF OFFICIAL RECORDS](#).

[Assessor's Parcel Number: 4051-030-902](#)

DRAFT

Recording Requested By, and  
When Recorded, Mail To:

City of Hawthorne  
4455 W. 126th St.  
Hawthorne, CA 90250  
Attn: City Clerk

Free Recording Requested Pursuant To Government Code Section 27383

-----Space Above This Line for Recorder's Use-----

**NOTICE OF AFFORDABILITY RESTRICTIONS ON  
TRANSFER OF PROPERTY**

**IMPORTANT NOTICE TO OWNERS, PURCHASERS, TENANTS, LENDERS, BROKERS, ESCROW AND TITLE COMPANIES, AND OTHER PERSONS, REGARDING AFFORDABLE HOUSING RESTRICTIONS ON THE REAL PROPERTY DESCRIBED IN THIS NOTICE:** RESTRICTIONS HAVE BEEN RECORDED WITH RESPECT TO THE PROPERTY DESCRIBED BELOW WHICH RESTRICT THE PRICE AND TERMS AT WHICH THE PROPERTY MAY BE SOLD OR RENTED. THESE RESTRICTIONS MAY LIMIT THE SALES PRICE OR RENTS OF THE PROPERTY TO AN AMOUNT WHICH IS LESS THAN FAIR MARKET VALUE. THESE RESTRICTIONS LIMIT THE INCOME OF PERSONS AND HOUSEHOLDS WHO ARE PERMITTED TO PURCHASE AND RENT THE PROPERTY.

This NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY (the "Notice"), is executed by \_\_\_\_\_ ("Developer"), whose address is \_\_\_\_\_ and by the City of Hawthorne (the "City") in connection with that certain Regulatory Agreement (Housing Set Aside Funds) dated \_\_\_\_\_, 2026 between Developer and the City, as successor to the housing assets of the former Hawthorne Community Redevelopment Agency (the "Regulatory Agreement") between Developer and the City.

**RECITALS**

A. Developer will lease from the City the land described on Exhibit "A" which is certain real property located immediately south of 14115 Cordary Avenue, in the City of Hawthorne, State of California bearing Assessor's Parcel Number 4051-030-902 (the "Land").

B. Developer and Agency are entering into and recording the Regulatory Agreement substantially concurrently herewith.

C. Capitalized terms used herein but not defined shall have the meaning set forth as described in the Regulatory Agreement.

### **TERMS OF NOTICE**

1. Requirement for Recorded Notice. This Notice is being executed and recorded pursuant to California Health and Safety Code Section 33334.3(f)(3)(B).

2. Regulatory Agreement. This Notice is being recorded substantially concurrently with the recordation of the Regulatory Agreement, which is incorporated herein by reference.

3. Recitation of Affordability Restrictions. The Regulatory Agreement restricts the occupancy of 93 multifamily dwelling units on the Land to occupancy by Extremely Low Income Households, Very Low Income Households and Low Income Households (with an income not exceeding 80% of the Los Angeles County AMI) at an Affordable Rent (as defined in the Regulatory Agreement) for a term commencing on the completion of the project (as evidenced by a final Certificate of Occupancy) and ending fifty-five (55) years thereafter.

IN WITNESS WHEREOF, this Notice has been executed and made effective on the day and year first above written.

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF HAWTHORNE

By: \_\_\_\_\_  
\_\_\_\_\_, City  
Manager

Attest:  
\_\_\_\_\_  
\_\_\_\_\_, City Clerk

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 \_\_\_\_\_

On \_\_\_\_\_ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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 of Notary Public

Place Notary Seal Above

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 \_\_\_\_\_

On \_\_\_\_\_ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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 of Notary Public

Place Notary Seal Above

**EXHIBIT "A"**

**Legal Description of the Land**

The land in the County of Los Angeles, State of California, described as follows:

THE SOUTHERLY 24 FEET OF LOT 308 OF DIVISION "B" AND LOT 309 OF DIVISION "B", EXCEPT THE SOUTHERLY 20 FEET OF SAID LOT 309, BOTH OF TRACT NO. 874, IN THE CITY OF HAWTHORNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 17 PAGES 110 AND 111 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT/CERTIFICATE OF COMPLIANCE RECORDED MAY 5, 2010 AS [INSTRUMENT NO. 20100643861 OF OFFICIAL RECORDS](#).

[Assessor's Parcel Number: 4051-030-902](#)

Exhibit G

**FORM OF GROUND LEASE**

(Attached.)

DRAFT

**GROUND LEASE**

by and between

**CITY OF HAWTHORNE**

and

---

THIS GROUND LEASE (this “**Lease**” or this “**Agreement**”), dated as of \_\_\_\_\_, 202\_\_ [CLOSING DATE UNDER DDA] (the “**Effective Date**”), is entered into by and between the CITY OF HAWTHORNE, a municipal corporation (hereafter “**Landlord**”) and \_\_\_\_\_, a California [limited partnership] (hereafter “**Tenant**”). Landlord and Tenant are hereafter collectively referred to as the “**Parties.**”

## RECITALS

- A. Landlord is the owner of the land described on Exhibit “A” ( (the “**Property**”).
- B. Landlord and Tenant entered into that certain Disposition, Development and Loan Agreement dated \_\_\_\_\_, 2026 (hereafter, the “**DDA**”) which provides for the ground lease of the Property by Landlord to Tenant for the development of the project described in Recital C, below. Capitalized terms used but not defined herein shall have the meaning set forth in the DDA.
- C. Tenant has agreed to construct a 93-unit multifamily rental housing development on the Property consisting of 92 apartments that will be affordable to extremely low-income, very low income and low households at affordable rent, and one manager’s unit, and other amenities, and improvements required pursuant to the City’s governmental conditions of approval for entitlements and/or permits (the “**Project**”).
- D. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord the Property, upon and subject to the terms and conditions hereinafter set forth.
- E. The DDA contemplates that this Lease shall be executed and delivered, and a Memorandum of Lease, a deed of trust in favor of Landlord, and an Affordable Housing Covenant, executed, acknowledged and recorded, at the Closing under the DDA.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

## ARTICLE I

### DEFINITIONS

1. Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

“**Applicable Laws**” is defined in Section 6.3.

“**City**” means the City of Hawthorne, a municipal corporation, in its regulatory capacity as opposed to its proprietary interest in the Property as Landlord hereunder.

“**City Council**” means the City Council of the City of Hawthorne

“**Claims**” is defined in Article X.

“**Conditions of Approval**” is defined in Section 6.12.

“**Construction Plans**” is defined in Section 6.14.

“**Environmental Laws**” is defined in Section 7.9.4.2.

“**Hazardous Material**” is defined in Section 7.9.4.1.

“**Improvements**” means all buildings, structures, fixtures, fences, walls, paving, parking improvements, driveways, walkways, plazas, landscaping, permanently affixed utility systems and equipment, and other improvements located on the Property, including, without limitation, the Project and all replacements of the foregoing.

“**Indemnites**” is defined in Article X.

“**Lease Termination**” is defined in Section 8.2.1.

“**Leasehold Mortgage**” means a deed of trust on the leasehold estate created by this Lease and held by a Leasehold Mortgagee.

“**Leasehold Mortgagee**” means the mortgagee or beneficiary of any Leasehold Mortgage and in the event of a transfer of such Leasehold Mortgage, the successor Leasehold Mortgagee, upon delivery of written notice of the transfer to Landlord.

“**Official Records**” means the Official Records of Los Angeles County, California.

“**Prevailing Wage Laws**” is defined in Section 6.3.

“**Project**” means the residential rental project and related improvements as described in Recital D, as they may be modified with the consent of Landlord, subject to compliance with applicable law.

“**Property**” is defined in Recital B

“**Term**” is defined in Section 3.1.

“**Transfer**” is defined in Section 16.1.

## ARTICLE II

### DEMISE OF PREMISES

2.1 Demise. Upon the Effective Date (which is the date of this Lease, and the date of the Closing under the DDA), Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property for the Term and on the terms and conditions set forth in this Lease.

2.2 Condition of Title. Landlord leases the Property to Tenant subject to all easements, covenants, conditions, restrictions and other title matters of record existing as of the Effective Date, and all matters that would be apparent from an inspection of the Property on the Effective Date.

2.3 Condition of Property. Tenant specifically acknowledges that the Landlord is leasing the Property to Tenant on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis and that Tenant is not relying on any representations or warranties of any kind whatsoever, express or implied, from Landlord, its employees, board members, agents, or brokers as to any matters concerning the Property. The Landlord makes no representations or warranties as to any matters concerning the Property, including without limitation: (i) matters relating to soils, subsoils, geology, the presence or absence of fill, groundwater, drainage, and flood zone designation, (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iii) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (v) the compliance of the Property with Environmental Laws, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vi) the presence or removal of Hazardous Material, substances or wastes on, under or about the Property or the adjoining or neighboring property; and (vii) the condition of title to the Property.

2.4 Tenant to Rely on Own Experts. Tenant acknowledges that notwithstanding the delivery by Landlord to Tenant of any materials, including, without limitation, third party reports, Tenant will rely entirely on Tenant's own experts and consultants and its own independent investigation and judgment as to all matters relating to the Property.

2.5 Environmental Disclosure. To the extent the Landlord has copies of reports regarding the environmental condition of the Property, it has provided copies to Tenant of those reports known to exist; but the Parties acknowledge that Landlord will not be conducting a public records search of any regulatory agency files—although the Landlord urges Tenant to do so to satisfy itself regarding the environmental condition of the Property. By execution of this Agreement, Tenant: (i) acknowledges its receipt of the foregoing notice respecting the environmental condition of the Property; (ii) acknowledges that it has had an opportunity to conduct its own independent review and investigation of the Property; (iii) agrees to rely solely on its own experts in assessing the environmental condition of the Property and its sufficiency for its intended use; and (iv) waives any and all rights Tenant may have to assert that the Landlord failed to disclose information about the environmental condition of the Property.

2.6 Release by Tenant. Effective upon the Effective Date, Tenant WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES the Indemnitees and any person acting on behalf of the Landlord, from any and all Claims, direct or indirect, known or unknown, foreseen or unforeseen, which Tenant now has or which may arise in the future on account of or in any way arising out of or in connection with the physical condition of the Property, the presence of Hazardous Material in, on, under or about the Property, or any law or regulation applicable thereto including, without limiting the generality of the foregoing, all

Environmental Laws. The provisions of this Section 2.6 shall survive the expiration or earlier termination of this Agreement.

TENANT ACKNOWLEDGES THAT TENANT IS FAMILIAR WITH SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

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

BY INITIALING BELOW, TENANT EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH RESPECT TO THE FOREGOING RELEASE:

Tenant's initials: \_\_\_\_\_

### ARTICLE III

#### TERM OF LEASE

3.1 Term. The term of this Lease (the "**Term**") shall commence on the date hereof (i.e., the Effective Date), and it is intended that the Memorandum of Lease be recorded on such date ("**Commencement Date**"). Unless sooner terminated under the provisions hereof, the Term of this Lease shall expire fifty-five (55) years after the completion of the Project (as evidenced by a final Certificate of Occupancy) (the "**Expiration Date**"). The expiration or sooner termination of the Term shall be referred to as "**Lease Termination**."

3.2 Lease Year. For purposes of this Lease, "**Lease Year**" shall mean each calendar year, or partial calendar year during the Term. If the Commencement Date does not occur on January 1, then any amounts required to be paid under this Lease on a Lease Year basis shall be prorated on a per diem basis for the partial Lease Years that commence with the Commencement Date and end on the Expiration Date.

### ARTICLE IV

#### RENT

4.1 Base Rent During Initial Operating Period. Commencing on the Rent Commencement Date and continuing through the end of the Initial Operating Period (as defined below), Tenant shall pay to Landlord annual base rent in the amount of \$10,000.00 ("Initial Base Rent"), payable annually in arrears on each anniversary of the Rent Commencement Date, with the first such payment due on the first anniversary of the Rent Commencement Date. If this Lease terminates on a date other than the anniversary of the Rent Commencement Date, Base

Rent for the partial Lease Year shall be prorated on a per diem basis through the effective date of termination and shall be payable within thirty (30) days after such date. The Initial Base Rent reflects Landlord's public-purpose objectives, including the provision of affordable housing, and is intentionally below fair market rent.

For purposes of this Lease, the "Initial Operating Period" shall mean the period beginning on the Rent Commencement Date and ending on the earlier of: (a) the date that the Project has achieved Stabilization (as defined in the Loan Documents); or (b) the fifteenth (15th) anniversary of the Rent Commencement Date, unless extended by Landlord in writing.

4.2 Performance Review and Rent Adjustment Eligibility. Upon the expiration of the Initial Operating Period, Landlord shall have the right, but not the obligation, to adjust Base Rent based on the performance of the Project. In determining whether and to what extent an adjustment is appropriate, Landlord may consider, in its sole and reasonable discretion, one or more of the following factors:

(a) the Project's financial performance, including cash flow, debt service coverage, and availability of Surplus Cash;

(b) Tenant's compliance with this Lease, the Loan Documents, and the Affordable Housing Covenant;

(c) the physical condition, maintenance, and long-term capital needs of the Project;

(d) Tenant's satisfaction of reporting, audit, and payment obligations to Landlord; and

(e) the continued need for rent subsidy to preserve affordability.

4.3 Step-Up to Fair Market Rent. If Landlord determines that the Project has performed satisfactorily and that an increase in rent will not impair the ongoing affordability or physical viability of the Project, Landlord may increase Base Rent to Fair Market Rent, as determined pursuant to Section 4.4 below, or to such intermediate rent level as Landlord determines appropriate. Any increase in Base Rent pursuant to this Section shall be effective only upon written notice from Landlord to Tenant and shall not be retroactive.

4.4 Determination of Fair Market Rent. "Fair Market Rent" shall mean the rent that would be payable for the Land under a ground lease for comparable affordable housing projects in the region, taking into account applicable use restrictions, affordability covenants, and leasehold financing conditions, as determined by Landlord in good faith. Landlord may, but shall not be required to, rely on an independent appraisal or market study in making such determination.

4.5 Ongoing Adjustments. Following any adjustment to Fair Market Rent, Landlord may periodically review Base Rent at intervals not more frequent than once every five (5) years and may further adjust rent based on Project performance, continued compliance, and market conditions, provided that Landlord shall not be required to reduce rent once increased.

4.6 No Waiver of Landlord Remedies. The existence of below-market rent during any period shall not limit Landlord's rights or remedies under this Lease or any Loan Document, nor shall Tenant be entitled to continued reduced rent absent Landlord's written agreement.

4.7 Payment of Rent. The Base Rent and Additional Rent shall be collectively referred to as "**Rent**" under this Lease. All Rent shall be paid to Landlord in lawful money of the United States at the place to which notices are to be delivered to Landlord, unless Landlord designates a different address for the payment of Rent in writing to Tenant. Rent shall be payable on each anniversary of the Effective Date during the term hereof.

## ARTICLE V

### TAXES, ASSESSMENTS AND OTHER CHARGES

5.1 Impositions. Tenant covenants and agrees to pay prior to delinquency, all real property taxes, **possessory interest taxes (property tax on Tenant's leasehold interest hereunder)**, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to this Lease, the Property or the Improvements or part thereof, including, but not limited to (i) any assessment, levy, imposition or charge, in lieu of or substitution for real estate taxes, and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon (a) the Property or the Improvements or any part thereof or any personal property, equipment or other facility used in the operation thereof, (b) the rent or income received by Tenant from subtenants or licensees, (c) any use or occupancy of the Property or Improvements or part thereof, or (d) this transaction or, subject to the exclusions specified below, any document to which Tenant is a party creating or transferring an estate or interest in the Property or part thereof. All of the foregoing are hereinafter referred to as "**Impositions.**"

5.1.1 Exclusions. Impositions specifically shall exclude (i) any income, franchise, gross receipts, estate, inheritance, transfer or gift tax imposed on Landlord, and (ii) any transfer tax imposed on any document to which Landlord is a party creating or transferring an estate or interest in the Property.

5.1.2 Installments. If, by law, any Imposition is payable, or may at the option of the taxpayer be paid, in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become due and before any fine or penalty may be added thereto for the nonpayment of any such installment and interest. Any Impositions relating to tax years that are only partially included in the Term shall be prorated between Tenant and Landlord.

5.1.3 Evidence of Payment. Upon request by Landlord, Tenant shall furnish, in form satisfactory to Landlord, evidence of payment prior to delinquency of all Impositions payable by Tenant.

5.2 Tenant Right to Contest. Tenant shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending Tenant's covenant to pay any such Imposition at the time and in the manner required by law. Any such contest shall be conducted in accordance with and subject to the requirements of Applicable Laws and otherwise in a manner that does not subject Landlord's title to the Property to foreclosure or forfeiture. Tenant shall indemnify, defend, protect and hold Landlord harmless from and against all claims, damages, losses, liabilities, costs and expenses (including without limitation attorneys' fees) incurred by Landlord as a result of any such contest brought by Tenant. During any contest of an Imposition, Tenant shall (by payment of disputed sums, if necessary) prevent any advertisement of tax sale, foreclosure of, or any divesting of Landlord's title, reversion or other interest in the Property or the Improvements.

5.3 Tenant Duty to File. Tenant shall have the duty of making or filing any exemption application, declaration, statement or report which may be necessary or advisable in connection with property tax exemption or the determination, equalization, reduction or payment of any Imposition which is or which may become payable by Tenant under the provisions of this Article V, and Landlord shall not be responsible for the contents of any such declaration, statement or report.

5.4 Utilities. Tenant agrees to pay, or cause to be paid, all charges which are incurred by Tenant or which are otherwise a charge or lien against the Property or part thereof during the Term, for gas, water, electricity, light, heat or power, telephone or other communication service use, or other utility use, rendered or supplied upon or in connection with the Property. Tenant shall also obtain, or cause to be obtained, without cost to Landlord, any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the Property of wires, pipes, conduits and other equipment for the supply of utilities to the Project. In no event shall Landlord have any liability to Tenant, and Tenant hereby releases Landlord, from any and all claims, including but not limited to consequential damages, lost profits and similar damages that Tenant may incur as a result of any interruption, curtailment or diminishment of such utilities, other than for the active negligence or willful misconduct of Landlord. Notwithstanding the foregoing, Tenant shall have the right to challenge the amount or validity of the foregoing charges, provided that doing so does not result in the Property being subjected to any lien or other encumbrance that is not itself adequately released, insured over or otherwise satisfied by Tenant after Tenant has exhausted its efforts to contest the same in accordance with all Applicable Laws.

## ARTICLE VI

### DEVELOPMENT OF THE PROPERTY

6.1 Construction of Improvements; Description of Project. Tenant agrees to construct on the Property a 93-unit multi-family residential rental project, together with related improvements in accordance with the plans and specifications, entitlements and permits and approvals issued or approved by the City, including all governmental conditions of approval.

The project must include [ADD TO/EDIT?] fifty (50) parking spaces, a central courtyard and play area, a community room, on site residential services [TOO VAGUE---WHAT IS INTENDED?], an on-site property manager, a laundry room, and secured bicycle parking,

6.2 Construction Schedule/Deadlines. Subject to force majeure delays (meaning delays beyond the control of Tenant that delay the applicable construction, excluding defaults on financing, and insufficiency of funds), Tenant shall materially commence construction of the Project within thirty (30) days following the Effective Date, shall meet an interim deadline for the completion of foundations by \_\_\_\_\_ months following the commencement of construction, and shall diligently prosecute to completion the construction of the Project sufficient to allow City to issue a final certificate of occupancy within thirty (30) months following commencement of construction, subject to any such force majeure delays. Tenant's failure to commence or complete the Project in accordance with the time periods specified in this Section 6.2 shall be an Event of Default hereunder.

6.3 Construction Standards. Tenant shall carry out and shall cause its contractors to carry out the construction of the Project and all subsequent improvements, alterations and replacements, in a high quality and workmanlike fashion in accordance with the City's governmental conditions of approval and the construction plans approved by Landlord and City, and the permits issued by City, and in compliance with all applicable state, federal, and local laws, rules, ordinances, codes, and regulations, **including without limitation California Labor Code Section 1720 et seq. and the regulations adopted pursuant thereto ("Prevailing Wage Laws")**, and all other applicable federal and state labor laws and standards, applicable provisions of the California Public Contracts Code (if any), the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq. (all of the foregoing, collectively "**Applicable Laws**").

6.4 Prevailing Wages. Developer shall comply and shall cause its contractors, subcontractors and agents to comply with California Labor Code Section 1720 et seq. and the regulations adopted pursuant thereto, and if required by applicable law, the federal Davis Bacon Act and implementing regulations (all of the foregoing, collectively, "**Prevailing Wage Laws**"), and shall be responsible for carrying out the requirements of such provisions.

Without limiting the generality of the preceding paragraph, to the extent required by applicable law, Developer shall:

(i) pay, and shall cause all consultants and contractors to pay, prevailing wages in the construction of the Improvements as those wages are determined pursuant to California Labor Code Section 1720 et seq.;

(ii) cause all consultants and contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations ("**DIR**"), and to comply with the other applicable provisions of Prevailing Wage Laws;

(iii) keep and retain, and shall cause all consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed as required by California Labor Code Section 1777.5 et seq.;

(iv) post at the Property, or cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

(v) cause contractors and subcontractors constructing the Improvements to be registered as set forth in California Labor Code Section 1725.5;

(vi) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the construction of the Improvements to specify that:

(a) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the construction of the Improvements unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(b) the construction of the Improvements is subject to compliance monitoring and enforcement by the DIR.

(vii) provide the City all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

(viii) cause its contractors to post job site notices, as prescribed by regulation by the DIR; and

(ix) cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against all Claims arising directly or indirectly, in whole or in part, from the failure or alleged failure by Developer, or any other person, including without limitation, Developer's contractor and subcontractors to comply with all applicable provisions of Prevailing Wage Laws in connection with construction of the Project, including without limitation, all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781, all Claims relating to any failure to pay prevailing wages, employ apprentices, or comply with all applicable State or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws. The provisions of this Section shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion and final Certificate of Occupancy for the Project.

6.5 Easements; Reciprocal Easement/Joint Use Agreement. From time to time at Tenant's request, Landlord shall, in its capacity as fee title owner to the Property, join in the

grant of reasonable easements to public or private utility companies for utility service reasonably required to and for the benefit of the Project. Landlord agrees to join in granting or dedicating such public or private utility or other easements as may be reasonably required for the development, maintenance, use, operation or enjoyment of the Property in accordance with this Lease.

6.6 Protection of Landlord. Nothing in this Lease shall be construed as constituting the consent of the Landlord, express or implied, to the performance of any labor or services, or the furnishing of any materials or any specific improvements, alterations of or repairs to the Property or any part thereof, by any contractor, subcontractor, laborer or materialman such as to give rise to any right of any such contractor, subcontractor, laborer or materialman to file a mechanic's lien or other claim against the fee title to the Property. Landlord shall have the right at all reasonable times to post, and keep posted, on the Property any notices which Landlord may deem necessary for the protection of Landlord and the Property from mechanic's liens or other claims. Tenant shall give Landlord ten (10) days' prior written notice of the commencement of any work to be done on the Property to enable Landlord to post such notices. In addition, Tenant shall make, or cause to be made, timely payment of all monies due and legally owing to all persons doing any work or furnishing any materials or supplies to Tenant or any of its contractors or subcontractors in connection with the Property (subject to Tenant's right to contest the same in accordance with all Applicable Laws).

6.7 Mechanic's Liens and Stop Notices. Tenant shall not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of Tenant. If a claim of a lien or stop notice is given or recorded affecting the Project or the Property, Tenant shall within twenty (20) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to Landlord that the claim of lien or stop notice will be paid or discharged. Tenant shall indemnify, defend and hold Landlord harmless from and against liability, loss, damages, costs and expenses (including reasonable attorneys' fees) incurred by or brought against Landlord for claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to Tenant or persons claiming under it.

6.8 Right of Landlord to Satisfy Liens on the Property. If Tenant fails to satisfy or discharge any lien or stop notice on the Property pursuant to and within the time period set forth in Section 6.7 above, upon not less than ten (10) days' prior written notice to Tenant, the Landlord shall have the right, but not the obligation, to satisfy any such liens or stop notices at Tenant's expense and without further notice to Tenant, and all sums advanced by Landlord for such purpose shall be payable to Landlord as Additional Rent. In such event Tenant shall be liable for and shall immediately reimburse Landlord for such paid lien or stop notice. Alternatively, the Landlord may require Tenant to immediately deposit with Landlord the amount necessary to satisfy such lien or claim pending resolution thereof. The Landlord may use such deposit to satisfy any claim or lien that is adversely determined against Tenant. Tenant shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Property for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property. The Landlord

may (but has no obligation to) record any notices of completion or cessation of labor, or any other notice that the Landlord deems necessary or desirable to protect its interest in the Property.

6.9 Use of Plans. The contracts relating to design and construction of the Improvements executed by and between Tenant ( or an affiliate of Tenant) and any architect, other design professional or any general contractor shall provide in the contracts, or in a consent to assignment, in form and substance reasonably satisfactory to Landlord, for the assignment thereof to Landlord as security to Landlord for Tenant's performance hereunder, and Landlord shall be furnished with any such contract, and Tenant hereby conditionally assigns such contracts and plans and for the Project to Landlord and in connection therewith, agrees that if this Lease is terminated due to Tenant's default, Landlord may, at its election, use any plans and specifications to which Tenant is then entitled pursuant to any such contract upon the payment of any sums due to any party thereto, subject to any prior rights of the Project construction lender.

6.10 Cost of Construction. Tenant shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the development of the Property and the construction of the Improvements. Except as expressly set forth herein, all costs of designing, developing and constructing the Improvements and the Project and compliance with the Project approvals, including without limitation all off-site and on-site improvements required by City in connection therewith, shall be borne solely by Tenant and shall not be an obligation of the Landlord. If any Applicable Laws are hereafter changed so as to require during the Term any alteration of the Improvements, or the reinforcement or any other physical modification of the Improvements, Tenant shall be solely responsible for such cost and expense.

6.11 Project Approvals. Tenant acknowledges and agrees that execution of this Agreement by Landlord does not constitute approval for the purpose of the issuance of building permits for the Project, does not limit in any manner the discretion of City in such approval process, and does not relieve Tenant from the obligation to apply for and obtain all necessary entitlements, approvals, and permits for the development of the Property, including without limitation, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the Project (if any), and the completion of any required environmental review. Tenant covenants that it shall obtain all necessary permits and approvals which may be required by City, or any other governmental agency having jurisdiction over the Property, and shall not commence construction work on the Project prior to issuance of building permits required for such work. Landlord staff shall work cooperatively with Tenant to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for development of the Project on the Property.

6.12 Conditions of Approval. Tenant shall develop the Property in accordance with the terms and conditions of this Agreement and in compliance with the terms and conditions of all approvals, entitlements and permits issued by City or any other governmental body or agency with jurisdiction over the Project or the Property whether already granted or issued as of the date hereof or as may hereafter be granted or issued in connection with development of the Project, including without limitation, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures

and conditions of approval are hereafter collectively referred to as the “**Conditions of Approval**”).

6.13 Fees and Permits. Tenant shall have the sole responsibility for obtaining all necessary governmental permits and approvals for the construction of the Improvements, at Tenant’s sole cost and expense. Landlord shall cooperate with Tenant in connection with obtaining any such governmental permits and approvals. Tenant shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City and all other agencies with jurisdiction over development of the Property in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, architectural review, historic review, and any subsequent approvals for the Project.

6.14 Construction Plans. Tenant has submitted, and as of the Effective Date, City’s Building Department has approved, detailed construction plans for the Project (the “**Construction Plans**”). As used herein “**Construction Plans**” means all construction documents upon which Tenant and Tenant’s contractors shall rely in developing the Project (including the landscaping, parking, and common areas) and shall include, without limitation, the site development plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans may not be altered without the express written consent of Landlord.

6.15 Construction Pursuant to Plans. Tenant shall develop the Project in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by the City pertaining to the Project. Tenant shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental agency having jurisdiction over the Property or the Project. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental agency having jurisdiction. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

6.16 Change in Construction Plans. If Tenant desires to make any change in the approved Construction Plans, Tenant shall submit the proposed change in writing to the Landlord for its written approval. Unless Landlord notifies Tenant in writing that a proposed change is rejected or that Landlord requests a modification to such proposed change within twenty (20) days, it shall be deemed disapproved. If rejected, the previously approved Construction Plans shall continue to remain in full force and effect. However, any change in the Construction Plans required in order to comply with applicable codes shall be deemed approved, so long as such change does not substantially nor materially change the architecture, design, function, use, or amenities of the Project as shown on the latest approved Construction Plans. Nothing in this Section is intended to or shall be deemed to modify the City’s standard plan review procedures.

6.17 Rights of Access. For the purpose of ensuring that the construction of the Project is completed in compliance with this Agreement, Tenant shall permit representatives of the

Landlord and the City to enter upon the Property following 24 hours written notice (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided).

6.18 Landlord Disclaimer. Tenant acknowledges that the Landlord is under no obligation, and Landlord does not undertake or assume any responsibility or duty to Tenant or to any third party, to in any manner review, supervise, or inspect the progress of construction or the operation of the Project. Tenant and all third parties shall rely entirely upon its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating to the construction and operation of the Project. Any review or inspection undertaken by the Landlord is solely for the purpose of determining whether Tenant is properly discharging its obligations under this Agreement, and shall not be relied upon by Tenant or any third party as a warranty or representation by the Landlord as to the quality of the design or construction of the improvements or otherwise.

6.19 Defects in Plans. Landlord shall not be responsible to Tenant or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. Tenant shall indemnify, defend (with counsel approved by Landlord) and hold harmless the Indemnitees from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Tenant's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement. It is further agreed that Landlord does not, and shall not, waive any rights against Tenant which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Landlord, or Tenant's deposit with Landlord of any of the insurance policies described in this Agreement. Tenant's indemnification obligations pursuant to this Section shall not extend to Claims arising due to the gross negligence or willful misconduct of the Indemnitees.

6.20 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, marital status, ancestry, national origin, age or disability in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and Tenant shall direct its contractors and subcontractors to refrain from discrimination on such basis.

6.21 Insurance Requirements. Tenant shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Article IX.

## **ARTICLE VII**

### **USE OF THE PROPERTY**

7.1 Permitted Uses. Tenant may use the Property for the construction and operation of the Project and for no other purpose without the prior written consent of Landlord. Tenant shall not do or permit any activity on or about the Property that constitutes a public or private nuisance. At Tenant's sole expense, Tenant shall procure and maintain all governmental

licenses or permits required for the proper and lawful conduct of Tenant's activities conducted on the Property.

7.2 Affordable Housing Covenant. Tenant shall comply with the Affordable Housing Covenant with the City of Hawthorne, which is recorded against the Property [SHOULD BE RECORDED RIGHT AFTER THE MEMO OF LEASE, PRESUMABLY, AND NOT SUBORDINATE TO ANY DEEDS OF TRUST, CORRECT?]

7.3 No Condominium Conversion. Tenant shall not convert the Project to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project during the Term of this Lease.

7.4 Management and Operation of the Project; Compliance with Laws. Tenant agrees to operate, maintain and manage the Property in high quality manner, subject to incidental wear and tear. Tenant, at its sole cost and expense, shall comply with all Applicable Laws pertaining to the use, operation, occupancy and management of the Property. Tenant shall not itself, and shall not permit any subtenant to use the Property or the Improvements for any unlawful purpose and shall not itself, and shall not permit any subtenant to, perform, permit or suffer any act of omission or commission upon or about the Property or the Improvements which would result in a nuisance or a violation of Applicable Law. Landlord shall have the right to review and approve the qualifications of any management entity proposed by Tenant for the Project. Landlord hereby approves \_\_\_\_\_ as the initial management entity for the Project. Any contracting of management services by Tenant shall not relieve Tenant of its primary responsibility for proper performance of management duties.

7.5 Tenant Right to Contest. Tenant shall have the right to contest by appropriate proceedings, in the name of Tenant, and without cost or expense to Landlord, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge or liability against the Property or Tenant's interest therein, and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding. Tenant shall indemnify, defend, protect and hold Landlord harmless from and against all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees) incurred by Landlord as a result of any such contest brought by Tenant.

7.6 Hazardous Materials.

7.6.1 Obligations of Tenant. Tenant hereby covenants and agrees that:

(1) Tenant shall not cause or permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Material or otherwise knowingly permit the presence or release of Hazardous Material in, on, under, about or from the Property or the Project with the exception of limited amounts of cleaning supplies and other materials customarily used in construction, use or maintenance of residential/mixed-use properties similar in nature to the Project and used, stored and disposed of in compliance with Environmental Laws.

(2) Tenant shall keep and maintain the Property and each portion thereof in compliance with, and shall not cause or permit the Project or the Property or any portion of either to be in violation of, any Environmental Laws.

(3) Upon receiving actual knowledge of the same, Tenant shall immediately advise Landlord in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Tenant, or the Property pursuant to any applicable Laws; (ii) any and all claims made or threatened by any third party against the Tenant or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Material; (iii) the presence or release of any Hazardous Material in, on, under, about or from the Property; or (iv) Tenant's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project that may in any way affect the Property pursuant to any Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "Hazardous Materials Claims". The Landlord shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim.

(4) Tenant shall promptly take all actions at its sole expense as are necessary to remediate the Property as required by law; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld. Without the Landlord's prior written consent, Tenant shall not enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claim.

7.6.2 Environmental Indemnity. From and after the Commencement Date, Tenant shall indemnify, defend and hold Landlord and Indemnitees harmless from and against any demand, lawsuit, liability, obligation, claim, damage, fine, penalty, expense, cost, or cause of action, whether at law or in equity, or any Hazardous Materials Claims resulting from, arising out of, or based upon the release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site in violation, or alleged violation, of any Environmental Laws, no matter when occurred, except that the foregoing indemnity obligation shall not apply to any matters that arise out of the active negligence or willful misconduct of Landlord and Indemnitees. This indemnity shall include any damage, liability, fine, penalty, parallel indemnity, cost or expense arising from or out of any claim, action, suit or proceeding for bodily injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, trespass, contamination, leak, spill, release or other adverse effect on the environment. Tenant's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement.

7.6.3 No Limitation. Tenant hereby acknowledges and agrees that Tenant's duties, obligations and liabilities under this Agreement are in no way limited or otherwise affected by any information the Landlord may have concerning the Property and/or the presence in, on,

under or about the Property of any Hazardous Material, whether the Landlord obtained such information from the Tenant or from its own investigations, unless such information was known to the Landlord at the time of execution of this Agreement but not disclosed to Tenant and not known to Tenant at the time of execution of this Agreement.

#### 7.6.4 Definitions.

7.6.4.1 “**Hazardous Materials**” means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including any material or substance which is: (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under sections 25115, 25117 or 25122.7, or listed pursuant to section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a “hazardous substance” under section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a “hazardous substance” under section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum, or any fraction thereof; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as “hazardous substances” pursuant to section 311 of the Clean Water Act (33 U.S.C. § 1317); (x) defined as a “hazardous waste” pursuant to section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, (42 U.S.C. § 6903); or (xi) defined as “hazardous substances” pursuant to section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., as the foregoing statutes and regulations now exist or may hereafter be amended.

7.6.4.2 “**Environmental Laws**” means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees, of the United States, the State of California, the County of Orange, City, any other political subdivision in which the Site is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over City, Developer, the Site, the Improvements or Hazardous Materials, including all applicable state labor laws and standards (including prevailing wages, as applicable); all applicable public contracts requirements, zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City Municipal Code (including City’s Living Wage Ordinance in section 5-31.01, et seq. thereof, as applicable), and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. section 12101, et seq., Government Code section 4450, et seq., Government Code section 11135, et seq., and the Unruh Civil Rights Act, Civil Code section 51, et seq.

## ARTICLE VIII

### SURRENDER AND RIGHT TO REMOVE

#### 8.1 Ownership During Term.

8.1.1 Improvements. During the Term of this Lease the Improvements shall, subject to the terms of this Lease, be and remain the property of Tenant.

8.1.2 Personal Property. All personal property, furnishings, fixtures and equipment installed by Tenant in, on or around the Property which (i) are not attached to the Property so as to cause substantial damage upon removal, and (ii) are not necessary for the construction or the normal operation and occupancy of the Project, shall be the personal property of Tenant (the "**Personal Property**"). At any time during the Term, Tenant shall have the right to remove the Personal Property provided Tenant shall repair any damage caused by the removal of such Personal Property. Personal Property shall not include any portion or part of building components or fixtures necessary for the completion of the Project or the operation of the basic building systems (such as elevators, escalators, chillers, boilers, plumbing, electrical systems, lighting, sanitary fixtures and HVAC systems) which shall be deemed a part of the Improvements.

#### 8.2 Ownership at Lease Termination.

8.2.1 Improvements. Upon the expiration or earlier termination of the Lease ("**Lease Termination**") the Improvements and all stoves, refrigerators and dishwashers installed in the residential units (the "**Appliances**") shall unconditionally be and become the property solely of Landlord, and no compensation therefor shall be due or paid by Landlord to Tenant for any part thereof, and this Lease shall operate as a conveyance and assignment thereof. Upon Lease Termination, Tenant shall surrender to Landlord the Property, the Improvements and the Appliances in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances other than those matters existing prior to the Effective Date or matters subsequently created or consented to by Landlord. Upon Lease Termination, at Landlord's request Tenant agrees to execute, acknowledge and deliver to Landlord such recordable instruments (including a Termination of Memorandum of Lease) as are necessary or desirable to confirm the termination of the Lease and all Tenant's rights hereunder and to perfect Landlord's right, title and interest in and to the Property, the Improvements and the Appliances.

8.2.2 Personal Property. With the exception of the Appliances, any Personal Property may be removed prior to Lease Termination by Tenant; provided, however, the removal shall be with due diligence, and without expense to Landlord, and any part of the Property damaged by such removal shall be promptly repaired by Tenant. Any Personal Property which remains on the Property for thirty (30) days after the Lease Termination may, at the option of Landlord, be deemed to have been abandoned and either may be retained by Landlord as its property AND TENANT HEREBY WAIVES ANY STATUTES AND OTHER LAWS TO THE CONTRARY. If requested by Landlord within a reasonable time but not less than six months prior to the termination of this Lease, upon Lease Termination Tenant shall, at Tenant's sole cost and expense, remove all Personal Property, or portions thereof designated by Landlord.

8.3 Condition of Improvements at Lease Termination. Landlord has entered this Lease in reliance on the fact that, at Lease Termination, Landlord will receive from Tenant the Improvements and Appliances in good condition and repair, reasonable wear and tear excepted and reflecting the age of the Improvements and Appliances at such time and Landlord's willingness during the Term of this Lease to consent to the encumbrance of Tenant's interest in the Property for construction financing. At any time during the Term, upon reasonable advance notice and during normal business hours, Landlord may inspect the Property and Improvements and Appliances to confirm that they are being properly maintained as required herein. Following its inspection, Landlord may deliver to Tenant written notification of any portions of the Property or Improvements or Appliances which Landlord has determined are not being properly maintained and Tenant shall promptly comply with the provisions of this Lease regarding such items; provided, the failure of Landlord to inspect or to notify Tenant of any default hereunder shall not be a waiver of Landlord's right to enforce Tenant's maintenance and repair obligations hereunder.

8.4 Survival. The provisions of this Article VIII shall survive Lease Termination.

## **ARTICLE IX**

### **INSURANCE**

9.1 Insurance. Tenant, at its sole cost and expense, commencing upon the Effective Date and continuing throughout the Term (except as otherwise specified below) shall keep and maintain in full force and effect policies of insurance pursuant to and in accordance with the requirements set forth in this Article IX. Landlord shall review and update the insurance requirements no more often than every five (5) years during the term of this Lease and shall provide to Tenant written notice of the updated insurance requirements.

(a) Tenant and all contractors working on behalf of Tenant on the Project shall maintain a commercial general liability policy in the amount of One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) annual aggregate, together with Three Million Dollars (\$3,000,000) excess liability coverage, or such other policy limits as Landlord may require in its reasonable discretion, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) Tenant and all contractors working on behalf of Tenant shall maintain a comprehensive automobile liability coverage in the amount of One Million Dollars (\$1,000,000), combined single limit including coverage for owned and non-owned vehicles and shall furnish or cause to be furnished to Landlord evidence satisfactory to Landlord that Tenant and any contractor with whom Tenant has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Upon commencement of construction work and continuing until issuance of the final certificate of occupancy or equivalent for the Project, Tenant and all contractors

working on behalf of Tenant shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming Landlord as loss payee.

(d) Developer and any contractor or subcontractor with whom Developer or the general contractor has contracted for the performance of work on the Property or otherwise pursuant to this Agreement, shall carry statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.

(e) Developer shall require the Project architect, engineer, and general contractor to maintain Professional Liability/Errors and Omissions insurance with limits not less than Two Million Dollars (\$2,000,000) each claim. The City's Risk Manager may consider requests for lower limits for professionals that will provide a limited scope of services for the Project. Certificates evidencing this coverage must reference both the Developer and the Indemnitees. If the professional liability/errors and omissions insurance is written on a claims made form: (i) the retroactive date must be shown and must be before the Effective Date, (ii) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Project construction, and (iii) if coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Developer must purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

(f) Tenant shall maintain property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to Landlord, naming Landlord as loss payee.

(g) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name Landlord as loss payee as its interest may appear pursuant to this Lease.

(h) Tenant is obligated to have previously delivered to Landlord, as a condition to Closing under the DDA reasonable evidence of all such insurance. If Tenant has neglected to so, then prior to commencement of construction work, Tenant shall furnish Landlord with certificates of insurance in form acceptable to Landlord evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify Landlord of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

(i) If any insurance policy or coverage required hereunder is canceled or reduced, Tenant shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction,

file with Landlord a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, Landlord may, without further notice and at its option, procure such insurance coverage at Tenant's expense, and Tenant shall promptly reimburse Landlord for such expense upon receipt of billing from Landlord. Failure to file such certificate shall also constitute an event of default.

(j) Coverage provided by Tenant shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by Landlord, and the policies shall so provide. The Tenant's full insurance limit, including limits that exceed the requirements of this Lease shall be available to cover claims against the Landlord. The insurance policies shall contain a waiver of subrogation for the benefit of the Landlord. Tenant shall furnish the required certificates and endorsements to Landlord prior to the commencement of construction of the Project, and shall provide Landlord with certified copies of the required insurance policies upon request of Landlord.

(k) Tenant shall obtain and deliver to Landlord additional insured endorsements for the general liability coverage, and shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

## ARTICLE X

### INDEMNIFICATION BY TENANT

Tenant shall indemnify, defend (with counsel approved by Landlord), protect and save Landlord and its elected and appointed officials, officers, employees, and agents (all of the foregoing, collectively the "**Indemnitees**") harmless from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, judicial or administrative proceeding, deficiency, order, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "**Claims**") which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to: the construction, renovation, use, operation, or management of, the Property or the Improvements; any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed by Tenant pursuant to this Lease; any negligence of Tenant or any of its agents, contractors, employees, sublessees or licensees; any accident, injury or damage caused to any person in or on the Property or Improvements; the furnishing of labor or materials by Tenant; or the failure to comply with Applicable Laws; whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that Landlord does not and shall not waive any rights against Tenant which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Landlord, or Tenant's deposit with Landlord of any of the insurance policies described in this Agreement. Tenant's indemnification obligations set forth in this Section shall not apply to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees. Tenant's obligations under this Article shall survive the expiration or earlier termination of this Agreement.

## ARTICLE XI

### DAMAGE AND DESTRUCTION

11.1 Damage or Destruction. In the event of any damage to or destruction of the Improvements during the Term for which insurance coverage is required under this Lease, Tenant shall restore and rebuild the Improvements as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in Applicable Law and the availability of insurance proceeds for such purpose. Tenant shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible. Unless Landlord agrees otherwise in writing, Tenant shall commence reconstruction of the Improvements within one hundred and eighty (180) days following the date upon which insurance proceeds are made available for such work. Tenant shall be deemed to have commenced reconstruction when Tenant engages an architect for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by Tenant pursuant to this Lease. The insurance proceeds shall be held in trust by a financial institution agreed upon by Landlord and Tenant (the “**Insurance Trustee**”), with the costs of such trust to be a first charge against the insurance proceeds. After the completion of the restoration and rebuilding of the Improvements, any remaining insurance proceeds shall be paid to Tenant and Tenant shall be entitled to retain the same.

11.1.1 Mortgagee Protection. Notwithstanding the foregoing or any other provision to the contrary in this Article XI, if a Leasehold Mortgagee requires insurance proceeds payable with respect to a casualty to be paid to it or its successors or assigns pursuant to the terms of its Leasehold Mortgage, the insurance proceeds shall be delivered to such Leasehold Mortgagee to be applied by such Leasehold Mortgagee in accordance with such Leasehold Mortgage. No settlement with the issuer of any insurance policy purchased by the Tenant shall be made without the mutual agreement of the Landlord and Tenant and any Leasehold Mortgagee. Landlord and Tenant each agree to execute, acknowledge and deliver to the other any instruments that may be reasonably required to effectuate or facilitate this provision.

11.2 Rebuilding by Tenant. The funds held by the Insurance Trustee shall be held in trust and shall be applied to the cost of rebuilding. Any funds held by the Insurance Trustee following final completion of rebuilding and payment of all costs and expenses thereof and removal of any liens related thereto, shall be paid to Tenant.

11.3 Disbursement of Funds. The Insurance Trustee shall disburse funds only on a periodic basis approved by Landlord and Tenant and only upon receipt of invoices and other documentation, certified as correct by Tenant’s architect, if an architect is required for the repair, evidencing satisfactory completion of the work for which payment is requested (a “**Payment Request**”). Further, the Insurance Trustee shall not disburse any funds unless the payment request is accompanied by (a) an executed conditional lien release in form complying with California law relating to all labor and materials described in the Payment Request and (b) an executed final lien release in form complying with California law releasing all claims for labor and materials described in the immediately preceding Payment Request.

11.4 Notice Required. In the event of material damage to or destruction of the Improvements, or any part thereof, Tenant shall promptly give Landlord and Leasehold Mortgagee notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article XI damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds One Hundred Thousand Dollars (\$100,000).

11.5 Removal of Debris. If this Lease shall terminate following the occurrence of damage to or destruction of the Improvements and at a time when Tenant shall not have restored and rebuilt the Improvements, then Tenant shall, at its cost and expense after the use of any insurance proceeds released for such purpose, remove the debris and damaged portion of Improvements (including without limitation all foundations) and restore the Property and Improvements or the applicable portion thereof to a neat, clean and safe condition.

11.6 Tenant's Right to Terminate. Notwithstanding any contrary provision of this Article XI, Tenant shall have the option to terminate this Lease and be relieved of the obligation to restore the Improvements where all or substantially all of the Improvements are substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by Tenant nor required to be insured against by Tenant under this Lease (an "**Uninsured Loss**"), and where all of the following occur:

(i) No more than one hundred twenty (120) days following the Uninsured Loss, Tenant shall notify Landlord of its election to terminate this Lease. To be effective, such notice must include the written consent of all Leasehold Mortgagees and partners of Tenant to Tenant's exercise of the option to terminate set forth in this Section 11.6. Landlord shall be entitled to rely upon the foregoing notice and certification as conclusive evidence that Tenant has obtained the consent of all Leasehold Mortgagees to Tenant's exercise of its option to terminate this Lease.

(ii) No more than sixty (60) days following the giving of the notice required by the preceding paragraph (i) or such longer time as may be reasonable under the circumstances, Tenant shall, at Tenant's expense after the use of any insurance proceeds released for such purpose, remove all debris and other rubble from the Property, secure the Property against trespassers, and at Landlord's election, remove all remaining Improvements on the Property.

(iii) No more than thirty (30) days following Tenant's termination notice, Tenant shall deliver to Landlord a quitclaim deed to the Property and Improvements in recordable form, in form and content satisfactory to Landlord and/or with such other documentation as may be reasonably requested by Landlord or any title company on behalf of Landlord, terminating Tenant's interest in the Property and Improvements.

## ARTICLE XII

### LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

If Tenant shall at any time fail to pay any Imposition or other charge payable by Tenant to a third party as required by this Lease within the time permitted (which shall be deemed to

include any time to contest the same that is permitted by Applicable Laws), or to pay for or maintain any of the insurance policies required pursuant to Article IX within the time therein permitted, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Lease, then after thirty (30) days' written notice to Tenant and after satisfying all other notice requirements set forth in this Lease respecting Leasehold Mortgagees and partners of Tenant and such parties' failure to timely cure (or as applicable, commence to cure) the same, and without waiving or releasing Tenant from any obligation of Tenant hereunder, Landlord may (but shall not be required to): (i) pay such Imposition or other charge payable by Tenant; (ii) pay for and maintain such insurance policies required pursuant to Article IX; or (iii) make such other payment or perform such other act on Tenant's part to be made or performed under this Lease; and Landlord may enter upon the Property and Improvements for such purpose and take all such action thereon as may be reasonably necessary therefor.

All sums paid by Landlord and all costs and expense incurred by Landlord in connection with the performance of any such act (together with interest thereon at the Default Rate from the respective dates of Landlord's making of each such payment) shall constitute additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. The "**Default Rate**" shall mean interest calculated at an annual rate equal to the rate of interest most recently announced by Bank of America N.A. (or its successor bank) at its San Francisco office as its "reference rate" but in no event more than the maximum rate of interest permitted by law. If Bank of America or its successor no longer issues a "reference rate," the most comparable rate of the largest bank with its corporate headquarters in California shall be used. If there is no such bank or comparable rate, then the Default Rate shall be the highest legal rate of interest that may be charged at that time.

## ARTICLE XIII

### REPAIRS, CHANGES, ALTERATIONS AND NEW CONSTRUCTION

13.1 Repairs and Maintenance. Tenant covenants and agrees, throughout the Term, without cost to Landlord, to take good care of the Property and to keep the same in good order and condition. Tenant shall promptly, at Tenant's own cost and expense, make all necessary repairs, interior and exterior, structural and nonstructural, ordinary as well as extraordinary, whether contemplated or not contemplated at the time of execution of this Lease, and shall keep the Property in a well maintained, safe, clean and sanitary condition. The term "repairs" shall include replacements or renewals when necessary, and all such repairs made by Tenant shall be at least equal in quality and class to the original work. Tenant waives any rights created under any law now or hereafter in force to make repairs to the Improvements at Landlord's expense. Tenant shall keep and maintain all portions of the Property and the sidewalks adjoining the same in a clean and orderly condition, free of accumulation of dirt, rubbish, and graffiti. From time to time during the Term, upon not less than 48 hours prior notice from Landlord, Landlord may enter the Property, or portions thereof, to determine if Tenant is properly maintaining the Property. If, following any such inspection by Landlord, Landlord delivers notice of any deficiency to Tenant, Tenant shall promptly prepare and deliver to Landlord Tenant's proposed plan for remedying the indicated deficiencies. Tenant's failure to deliver a remedial plan and to complete, within a reasonable time, remedial work shall be a default under this Lease (subject to

all applicable notice and cure rights of Tenant, Leasehold Mortgagees, and partners of Tenant). Landlord's failure to deliver, following any Landlord's inspection, any notice of deficiency to Tenant, shall not be a waiver of any default by Tenant under this Article XIII. Tenant shall defend, indemnify and hold Landlord harmless from and against any claim, loss, expense, cost, or liability incurred by Landlord arising out of Tenant's failure to fully and timely fulfill its obligations to maintain and repair the Property as required hereunder.

13.2 Changes and Alterations. Tenant shall not during the Term make any changes or alterations in, to or of the Improvements without the prior written consent of Landlord, which Landlord shall not unreasonably withhold, so long as Tenant complies with all of the following at Tenant's sole cost and expense:

(a) The change or alteration shall be in harmony with neighboring buildings and shall not materially impair the value or structural integrity of the Improvements.

(b) The change or alteration shall be for a use which is permitted hereunder.

(c) No change, alteration or addition shall be undertaken until Tenant shall have obtained and paid for, so far as the same may be required from time to time, all permits and authorizations of any federal, state or municipal government or departments or subdivisions of any of them, having jurisdiction. Landlord shall join in the application for such permits or authorizations whenever such action is necessary; provided, however, that Landlord shall incur no liability or expense in connection therewith.

(d) Any change, alteration or addition shall be made in a good and workmanlike manner and in accordance with all applicable permits and all Applicable Laws.

(e) During the period of initial renovation of, or of construction of any change, alteration or addition in, to or of, the Improvements or of any permitted demolition or new construction or of any restoration, Tenant shall maintain or cause to be maintained property and other applicable insurance described in Article IX, which policy or policies by endorsement thereto, if not then covered, shall also insure any change, alteration or addition or new construction, including all materials and equipment incorporated in, on or about the Improvements (including excavations, foundations and footings) under a broad form all risks builders' risk form or equivalent thereof.

(f) Tenant shall comply with the provisions of Article VI hereof.

(g) At Landlord's request, Tenant shall provide Landlord with a copy of as-built drawings for the Improvements within sixty (60) days following the completion of the Improvements.

13.3 Exceptions to Requirement for Consent. The foregoing notwithstanding, following Landlord's issuance of a Certificate of Completion as provided by the DDA, Tenant shall not be required to obtain Landlord's prior written consent to any changes, alterations or improvements so long as all the following requirements are met:

(a) The change, alteration or improvement is nonstructural;

(b) The change, alteration or improvement is not visible from the exterior of any building on the Land;

(c) The change, alteration or improvement has a cost of less than One Hundred Thousand Dollars (\$100,000); and

(d) The provisions of Article VI are satisfied.

Notwithstanding the foregoing, except in response to emergency situations for which it would not be reasonably practicable or possible to provide such advance notice, Tenant shall deliver to Landlord not later than ten (10) days prior to commencement of any construction, change, alteration or repair, written notice of the proposed work, a general description of the proposed work and sufficient information to permit Landlord to post a notice of non-responsibility on the Property.

13.4 No Right to Demolish. Notwithstanding any other provisions of this Article XIII, Tenant shall have no right to demolish any Improvement, once built, unless Tenant shall have received the prior written consent of Landlord which shall not be unreasonably withheld if the age and condition of the Improvements makes repair or reconstruction impractical or financially infeasible.

## ARTICLE XIV

### EMINENT DOMAIN

#### 14.1 Eminent Domain.

14.1.1 Definitions. The following definitions shall apply in construing the provisions of this Article XIV:

(a) “**Award**” means all compensation, damages or interest, or any combination thereof, paid or awarded for the taking, whether pursuant to judgment, by agreement, or otherwise.

(b) “**Notice of intended taking**” means any notice or notification on which a reasonably prudent person would rely and would interpret as expressing an existing intention of taking as distinguished from a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take.

(c) “**Partial taking**” means any taking that is not a total taking, a substantial taking, or a temporary taking.

(d) “**Substantial taking**” means the taking of so much of the Property that the remaining portion thereof would not be economically and feasibly usable by Tenant for the then existing uses and purposes of the Property, in Tenant’s reasonable judgment, but shall exclude a temporary taking.

(e) “**Taking**” means any taking of or damage, including severance damage, to all or any part of the Property or any interest therein by the exercise of the power of eminent domain, or by inverse condemnation, or a voluntary sale, transfer or conveyance under threat of condemnation in avoidance of the exercise of the power of eminent domain or while condemnation proceedings are pending.

(f) “**Temporary taking**” means the taking of any interest in the Property for a period of less than one (1) year.

(g) “**Total taking**” means the taking of all or substantially all of the Property, but shall exclude a temporary taking.

14.1.2 Notice. The party receiving any notice of the kind specified below shall promptly give the other party and all Leasehold Mortgagees written notice of the receipt, contents and date of the notice received:

- (a) notice of intended taking;
- (b) service of any legal process relating to condemnation of all or any portion of the Property;
- (c) notice in connection with any proceedings or negotiations with respect to such a condemnation; or
- (d) notice of intent or willingness to make or negotiate a private purchase, sale or transfer in lieu of condemnation.

Landlord and Tenant, and any Leasehold Mortgagee, each shall have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of their respective claims. No agreement, settlement, sale or transfer to or with the condemning authority shall be made without the mutual agreement of Landlord and Tenant and any Leasehold Mortgagee. Landlord and Tenant each agree to execute, acknowledge and deliver to the other any instruments that may be reasonably required to effectuate or facilitate the provisions of this Lease relating to condemnation.

14.1.3 Total or Substantial Taking. In the event of a total or substantial taking of fee title to the Property, Tenant’s interest in this Lease and all obligations of Tenant subsequently accruing hereunder shall cease as of the date of the vesting of title in the condemning authority; provided, however, that if actual physical possession of all or part of the Property is taken by the condemning authority prior to such date of vesting of title, Tenant’s obligations to pay Rent and other sums under this Lease shall terminate as of such earlier date. In the event of a total or substantial taking of an interest in the Property other than fee title, at Tenant’s option (exercisable by written notice to Landlord), Tenant’s interest in this Lease and all obligations of Tenant subsequently accruing hereunder shall cease as aforesaid.

14.1.4 Award. In the event of a total or substantial taking, the Award shall be apportioned as follows, in the following order:

(a) To Leasehold Mortgagee in an amount equal to the amount owing on the Leasehold Mortgage.

(b) To Landlord that portion of the Award equal to the fair market value of the Property. Any “bonus value” attributable to this Lease shall be paid to Landlord.

(c) To Tenant, that portion of the Award equal to the fair market value of the Improvements (subject to Landlord’s reversionary interest), less the amount paid to the Leasehold Mortgagee pursuant to (a) above.

(d) The balance, if any, shall be allocated between Landlord and Tenant respectively in that proportion in which (i) the fair market value of the Property bears to (ii) the fair market value of the Improvements, exclusive of Landlord’s reversionary interest.

14.1.5 Temporary Taking. In the event of a temporary taking, Tenant shall be entitled to the whole Award, and this Lease shall remain in full force and effect.

14.1.6 Partial Taking. In the event of a partial taking, this Lease shall remain in full force and effect, covering the remainder of the Property, and Tenant shall repair and restore any damage to the Improvements caused by such partial taking consistent with and subject to the provisions applicable to a restoration in the event of an insured casualty under Article IX, so that after completion of the restoration the Improvements shall be, as nearly as possible, in a condition as good as the condition immediately preceding the partial taking. The Award for any partial taking shall be deposited and disbursed in the same manner as insurance proceeds are disbursed for restoration pursuant to Article IX, and upon completion of the restoration, any remaining portion of the Award shall be allocated as set forth in Section 14.1.6.1.

14.1.6.1 Award on Partial Taking. In the event of a partial taking, after application of the Award for restoration pursuant to Section 14.1.6, any remaining portion of such Award shall be apportioned as follows, in the following order:

(a) To Leasehold Mortgagee in an amount equal to the amount owing on the Leasehold Mortgage.

(b) To Landlord, that portion of the Award attributable to the fair market value of the portion of the Property taken.

(c) To Tenant, that portion of the Award equal to the fair market value of the portion of the Improvements taken (subject to Landlord’s reversionary interest), less the amount paid to the Leasehold Mortgagee pursuant to (a) above, but only to the extent that the proceeds of the Award are not used for restoration of the Improvements.

(d) The balance, if any, shall be allocated between Landlord and Tenant respectively in that proportion in which (i) the fair market value of the Property bears to (ii) the fair market value of the Improvements exclusive of the reversionary interest of Landlord. Any “bonus value” attributable to this Lease shall be paid to Landlord.

(e) Any severance damages awarded or payable because only a portion of the Property is taken by eminent domain shall be (a) paid to Tenant during the first 27.5 years of this Lease and (b) equally divided between Tenant and Landlord during the next 27.5 years of this Lease (except to the extent needed to replace any Improvements taken by eminent domain with equivalent Improvements on the remainder of the Property).

No payments shall be made to Tenant pursuant to this Section if any default by Tenant hereunder has occurred and is continuing unless and until such default is cured.

14.1.6.2 Partial Taking in Last Five Years. If a partial taking occurs during the last five (5) years of Term and the reasonably estimated cost of reconstruction work exceeds ten percent (10%) of the replacement value of the Improvements, Tenant shall have the right and option to treat the same as a substantial taking by giving written notice thereof to Landlord no later than the earlier of: (a) the date of vesting of title in the condemning authority of the portion of the Property taken, or (b) the date upon which the condemning authority takes physical possession of such portion of the Property. If Tenant does give such notice the partial taking shall be considered as a substantial taking and the taking shall be subject to the provisions of Section 14.1.3.

## **ARTICLE XV**

### **MORTGAGES**

15.1 Leasehold Mortgages. Tenant shall have the right, at any time and from time to time during the Term, to encumber its leasehold interest hereunder with a Leasehold Mortgage or Mortgages subject to Landlord's prior written consent (which consent will not be unreasonably withheld) provided that (a) no Leasehold Mortgage shall in any way impair (except as otherwise stated herein or as provided by law) the enforcement of Landlord's right and remedies herein and by law provided, (b) any such Leasehold Mortgage shall at all times be subject and subordinate to, and shall not affect or become a lien upon Landlord's right, title or estate in the Property or in this Lease, and (c) Tenant shall give Landlord prior written notice of any such Leasehold Mortgage, accompanied by a true and correct copy of any such Leasehold Mortgage. Any Leasehold Mortgage shall be subject to the terms and conditions set forth in this Article XV.

#### 15.2 Rights of Leasehold Mortgagee.

15.2.1 Notices. If Tenant shall have provided Landlord with written notice of the address of any Leasehold Mortgagee, Landlord shall mail to such Leasehold Mortgagee a copy of any notice under this Lease at the time of giving such notice to Tenant, and no such notice shall be effective against such Leasehold Mortgagee, and no termination of this Lease or termination of Tenant's right of possession of the Property or reletting of the Property by Landlord predicated on the giving by Landlord of any notice shall be effective, unless Landlord gives to such Leasehold Mortgagee written notice or a copy of its notice to Tenant of such default or termination, as the case may be.

#### 15.2.2 Right to Cure.

(a) In the event of any default by Tenant under the provisions of this Lease, the Leasehold Mortgagee shall have the right, but not the obligation, to remedy or cause to be remedied such default (including the right to enter the Property and to take possession of the Property if necessary to cure the default) within the same cure period as afforded Tenant hereunder, extended by an additional sixty (60) days, which cure period shall commence as against the Leasehold Mortgagee upon the delivery to the Leasehold Mortgagee of the notice of default. Landlord shall accept such performance by the Leasehold Mortgagee as if the same had been done by Tenant.

(b) The term “**incurable default**” as used herein means any default which cannot be reasonably cured by a Leasehold Mortgagee. The term “**curable default**” means any default under this Lease which is not an incurable default. Any failure to pay monetary sums shall at all times be deemed a curable default. Any failure to comply with the requirements of Section 7.2 hereof shall at all times be deemed a curable default, and as to Leasehold Mortgagees or any entity acquiring the interest of Tenant in the Property and in this Lease as a result of the foreclosure of a Leasehold Mortgage (or an assignment or deed in lieu thereof), Landlord shall not terminate this Lease provided such party is diligently and in good faith proceeding to cure any such default. In the event of any curable default under this Lease, and if prior to the expiration of the applicable grace period specified in Section 15.2.2 (a) the Leasehold Mortgagee shall give Landlord written notice that it intends to undertake the curing of such default, or to cause the same to be cured, or to exercise its rights to acquire the leasehold interest of Tenant or possession of the Property by foreclosure or otherwise, and shall promptly commence and then proceed with diligence to do so, whether by performance on behalf of Tenant of its obligations under this Lease, by foreclosure or otherwise, then Landlord will not terminate or take any action to effect a termination of this Lease or re-enter, take possession of or relet the Property, appoint a receiver, exercise any other remedy under this Lease, or similarly enforce performance of this Lease so long as the Leasehold Mortgagee is diligently and in good faith engaged in the curing of such default or effecting such foreclosure, and upon completion of a foreclosure (or assignment or deed in lieu thereof) and obtaining of possession by the Leasehold Mortgagee, the applicable cure period shall be deemed to have been commenced. The foregoing sentence shall not be deemed to extend the time period within which a default in the payment of money must be cured under Section 15.2.2 (a). The Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings. Nothing herein shall preclude Landlord from terminating this Lease with respect to any additional default which shall occur during any period of forbearance and not be remedied within the cure period, if any, applicable to any such additional default, except that Leasehold Mortgagee shall have the same rights specified in this Article XV with respect to any additional defaults.

In the event of any incurable default under this Lease, and if prior to the expiration of the applicable grace period specified in Section 15.2.2 (a) of this Lease, the Leasehold Mortgagee shall give Landlord written notice that it intends to exercise its rights to acquire the leasehold interest of Tenant by foreclosure or otherwise, and shall promptly commence and then proceed with diligence to do so, whether by foreclosure or otherwise, then Landlord will not terminate or take any action to effect a termination of this Lease or re-enter, take possession of or relet the Property or similarly enforce performance of this Lease so long as the Leasehold Mortgagee is diligently and in good faith engaged in effecting such foreclosure and such incurable default

shall be deemed cured upon the foreclosure of the Leasehold Mortgage (or assignment or deed in lieu thereof).

(c) If the default by Tenant pertains to the failure of Tenant to complete construction of the Project within the time period required under Section 6.2 of this Lease, and if prior to the expiration of the applicable grace period specified in Section 15.2.2 (a) of this Lease, the Leasehold Mortgagee shall give Landlord written notice that it intends to undertake to exercise its rights to acquire the leasehold interest of Tenant or possession of the Property by foreclosure or otherwise, and shall promptly commence and then proceed with diligence to do so, whether by foreclosure or otherwise, then Landlord will not terminate or take any action to effect a termination of this Lease or re-enter, take possession of or relet the Property or similarly enforce performance of this Lease so long as the Leasehold Mortgagee is diligently and in good faith engaged in the completion of the construction of the Project or effecting such foreclosure or acquisition of possession; provided, however, Landlord shall not be obligated to forbear from a termination or other enforcement of its rights under the Lease in response to such default beyond the date which is two (2) years following the date of foreclosure of the Leasehold Mortgage (or deed or assignment in lieu of foreclosure).

(d) If a Leasehold Mortgage is prohibited, stayed or enjoined by any bankruptcy, insolvency or other judicial proceedings involving Tenant from commencing or prosecuting foreclosure or other appropriate proceedings, the times specified for commencing or prosecuting such foreclosure or other proceedings for Leasehold Mortgagee shall be extended for the period of such prohibition.

15.2.3 Execution of New Lease. If this Lease is terminated for any reason, including by Tenant's trustee in bankruptcy, receiver, liquidator or other similar person on account of a default or if Tenant's interest under this Lease shall be sold, assigned or transferred pursuant to the exercise of any remedy of the Leasehold Mortgagee, or pursuant to judicial proceedings, and if (i) all monetary defaults of Tenant have been cured, and (ii) the Leasehold Mortgagee shall have arranged to the reasonable satisfaction of Landlord to cure any other curable default of Tenant under this Lease, then Landlord, within thirty (30) days (or such period as may reasonably be necessary to enable Landlord to comply with statutory requirements applicable to Landlord's lease of real property) after receiving a written request therefor, which shall be given within sixty (60) days after such termination or transfer and upon payment to it of all reasonable out-of-pocket expenses, including attorneys' fees, incident thereto, will execute and deliver a new lease of the Property to the Leasehold Mortgagee or its affiliate or other nominee or to the purchaser, assignee or transferee, as the case may be, for the remainder of the Term, containing the same covenants, agreements, terms, provisions, priority, and limitations, as are contained herein. The tenant under such new lease shall be personally obligated only for the performance of obligations under the Lease commencing as of the date of such foreclosure or assumption, and ending as of the date of any assignment of the Lease to a successor tenant.

(a) Upon the execution and delivery of a new lease, the new tenant, in its own name or in the name of Landlord may take all appropriate steps as shall be necessary to remove Tenant from the Property, but Landlord shall not be subject to any liability for the payment of fees, including attorneys' fees, costs or expenses in connection therewith, and the new tenant shall pay all such fees, including attorneys' fees, costs and expenses, on demand, and

shall make reimbursement to Landlord of all such fees, including attorneys' fees, costs and expenses, incurred by Landlord. Tenant acknowledges and agrees that Landlord shall have no liability whatsoever to Tenant in connection with any such action, and hereby releases Landlord from any claim Tenant may have with respect thereto.

(b) Following foreclosure or enforcement of a Leasehold Mortgage, or assignment in lieu thereof, Landlord will recognize the purchaser or assignee of the leasehold estate as the Tenant under the Lease.

(c) After such termination and cancellation of the Lease and prior to the expiration of the period within which the Leasehold Mortgagee may elect to obtain a new lease from Landlord, Landlord shall refrain from terminating any existing sublease or otherwise encumbering the Property or the Improvements without the prior written consent of the Leasehold Mortgagee. Any new lease shall vest in the new lessee all right, title, interest, power and privileges of Tenant hereunder in and to the Property and the Improvements, including, without limitation, the assignment of Tenant's interest in and to all then existing subleases and sublease rentals and the automatic vesting of title to all Improvements, fixtures and personal property of Tenant. Such new lease shall provide, with respect to each and every permitted sublease which immediately prior to the termination of the Lease was superior to the lien of the Leasehold Mortgage that the new lessee shall be deemed to have recognized the sublessee under the sublease, pursuant to the terms of the sublease as though the sublease had never terminated but had continued in full force and effect after the termination of the Lease, and to have assumed all the obligations of the sublessor under the sublease accruing from and after the termination of the Lease, except that the obligation of the new lessee, as sublessor, under any covenant of quiet enjoyment, expressed or implied, contained in any such sublease shall be limited to the acts of such new lessee and those claiming by, under or through such new lessee. If more than one entity claims to be the Leasehold Mortgagee that is entitled to a new lease pursuant to this subsection, Landlord shall enter into such new lease with the lender whose mortgage or deed of trust is prior in lien. Landlord, without liability to Tenant or any lender with an adverse claim, may rely upon a lender title insurance policy issued by a responsible title insurance company doing business in the state of California as the basis for determining the appropriate Leasehold Mortgagee who is entitled to such new lease.

15.2.4 Tenant Default Under Leasehold Mortgage. If Tenant defaults under a Leasehold Mortgage, the Leasehold Mortgagee may exercise with respect to Tenant's interest in the Property and the Improvements any right, power or remedy under the Leasehold Mortgage which is not in conflict with the provisions of this Lease, including without limitation, judicial or nonjudicial foreclosure of the Leasehold Mortgage (or deed or assignment in lieu thereof), appointment of a receiver, and/or revocation of Tenant's license to collect rents.

15.2.5 No Merger. There shall be no merger of this Lease or any interest in this Lease, nor of the leasehold estate created hereby, with the fee estate in the Property, by reason of the fact that this Lease or such interest therein, or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Property, or any interest in such fee estate, nor shall there be such a merger by reason of the fact that all or any part of the leasehold estate created hereby may be conveyed or mortgaged in a Leasehold

Mortgage to a Leasehold Mortgagee who shall hold the fee estate in the Property or any interest of the Landlord under this Lease.

15.2.6 Assumption of Obligations. For the purpose of this Article XV, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or Transfer of this Lease or of the leasehold estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder. The purchaser at any sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease and of the leasehold estate hereby created under any instrument or assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage, in order to be deemed to be an assignee or transferee and before the same shall be binding on Landlord, must assume in writing the performance of all of the terms, covenants, and conditions on the part of Tenant to be performed hereunder during the period such party holds a leasehold interest in the Property by an instrument, in recordable form, reasonably satisfactory to Landlord; provided however, that nothing contained herein shall be construed to require the purchaser, assignee or transferee as described above to be obligated to cure any default by Tenant.

15.2.7 Limitation of Leasehold Mortgagee Liability for Tenant Defaults. Notwithstanding any contrary provision hereof: (i) no Leasehold Mortgagee shall be required to pay any liens or charges that are extinguished by the foreclosure of its Leasehold Mortgage; (ii) any incurable default shall be, and shall be deemed to have been waived by Landlord upon completion of foreclosure proceedings or acquisition of Tenant's interest in this Lease by any purchaser at a foreclosure sale, or any entity who otherwise acquires Tenant's interest from the Leasehold Mortgagee by deed in lieu of foreclosure. Any entity acquiring the interest of Tenant in the Property and in this Lease as a result of the foreclosure of a Leasehold Mortgage (or an assignment or deed in lieu thereof) acquires an interest in the leasehold only, and shall be liable to perform the obligations of Tenant under this Lease only during the period such entity retains ownership of the interest of Tenant in the Property and in this Lease.

15.3 Non-Subordination of Fee. Nothing in this Lease shall be construed as an agreement by Landlord to subordinate its fee interest in the Property or its right to rent payments hereunder or any other right of Landlord herein. Except as expressly set forth in this Article XV, no Leasehold Mortgage shall impair Landlord's ability to enforce its rights and remedies under this Lease or provided by law. Landlord shall have no obligation to encumber or otherwise subordinate its fee interest in the Property or in this Lease to the interest of any Leasehold Mortgagee in this Lease or in Tenant's leasehold estate.

15.4 Subsequent Transfers. In the event any person or entity becomes the lessee under the Lease by means of foreclosure or deed in lieu of foreclosure or pursuant to any new lease obtained under Section 15.2.7, such person or entity may assign or Transfer the Lease or such new lease in compliance with the terms of Article XVI.

15.5 Landlord's Rights Under Leasehold Mortgages.

15.5.1 Notice of Tenant's Default. Tenant shall use best efforts to ensure that every Leasehold Mortgage secured by a deed of trust on Tenant's leasehold estate in the Property shall expressly provide that:

(a) the lender shall give Landlord contemporaneous notice of any default by Tenant thereunder, if the failure to cure such default could reasonably be expected to result in acceleration of the maturity of the debt secured by the Leasehold Mortgage; provided however, that the lender's giving or failure to give notice shall not affect the lender's rights or ability to timely pursue all applicable remedies, including, but not limited to, filing a notice of default or notice of sale, instituting judicial foreclosure proceedings, or seeking the appointment of a receiver. In addition, within three (3) business days following Tenant's receipt of any notice of default under any financing document affecting the Property, Tenant shall provide Landlord with a copy of such notice.

(b) Landlord shall have the right to cure any curable default by Tenant (but without obligation to do so) upon the same terms and conditions and within ninety (90) days measured from the date that Landlord receives notice thereof; and

(c) If Landlord shall tender payment in full of all sums required to be paid under the Leasehold Mortgage or the note secured thereby (disregarding any acceleration of maturity thereunder, but including any costs or expenses arising as a result of such default) on or before ninety (90) calendar days from the date of such notice of default from the lender to Landlord, then the lender shall accept such payment and rescind the acceleration, if any. Any sums paid by Landlord pursuant to this Section 15.5.1 shall become immediately due and payable from Tenant to Landlord as Rent due under this Lease; provided however, that no Leasehold Mortgagee shall be obligated to cure a failure by Tenant to pay such amount pursuant to the rights granted to Leasehold Mortgagees under this Lease and Landlord shall have no right to terminate this Lease as a result of Tenant's failure to pay such amounts.

(d) Landlord shall have the right and option (but not the obligation), during the period described in the last sentence of this paragraph, by notice in writing to the lender, to purchase any Leasehold Mortgage, the note secured thereby, and any other instruments securing or guaranteeing such note or otherwise evidencing any obligation secured by the Leasehold Mortgage. The purchase price therefor shall be the full amount due and owing to the lender thereunder, including any costs, expenses, swap termination fees, and penalties payable in accordance with the terms thereof. The sale and assignment by the lender shall be without recourse or warranty by the lender except that such lender has good title to the note (or is authorized to obtain payment or acceptance on behalf of one who has good title) and has the authority to transfer the loan to the Landlord. The right granted by this paragraph may be exercised by Landlord at any time after the lender has declared the entire sum secured by any Leasehold Mortgage to be due and payable or has commenced proceedings to foreclose any Leasehold Mortgage, and such right shall terminate ninety (90) days following receipt by Landlord of the notice described above.

15.6 No Voluntary Surrender/Modification. Notwithstanding anything to the contrary set forth herein, Landlord will not voluntarily surrender the Lease or accept a voluntary surrender of the Tenant's leasehold estate, and Landlord will not amend or modify the Lease without the

prior written consent of (i) all holders of any Leasehold Mortgage then in effect (which such party may withhold in such party's sole discretion), and (ii) the limited partners of Tenant. Landlord will not enforce against any Leasehold Mortgagee any waiver or election made by Tenant under the Lease which has a material adverse effect on the value of Tenant's leasehold estate or the rights of Tenant under the Lease without the prior written consent of such Leasehold Mortgagee (which may be withheld in its sole discretion).

15.7 Leasehold Mortgagee Right to Pay Landlord Obligations. Leasehold Mortgagees identified by written notice by Tenant to Landlord shall have the right, but not the obligation, upon not less than five (5) business days' prior written notice to Landlord, to pay any taxes payable by Landlord with respect to the Property, and to cure any monetary or nonmonetary default by Landlord under any encumbrance on the Property which has priority over this Lease; and if any Leasehold Mortgagee does so pay or cure any such encumbrance (not including any property taxes or assessments, which are to be paid by Tenant), Landlord agrees that it will reimburse such Leasehold Mortgagee for the amount thereof promptly following Landlord's receipt of Leasehold Mortgagee's written request therefor.

15.8 Amendments for the Benefit of Leasehold Mortgagees. Landlord and Tenant shall cooperate to include in this Lease by reasonable amendment from time to time, reasonable provisions which may reasonably be requested by any proposed Leasehold Mortgagee for the purpose of implementing the mortgagee protection provisions contained in this Lease and allowing such Leasehold Mortgagee reasonable means to protect or preserve the lien of the Leasehold Mortgage upon the occurrence of a default under the Lease. Landlord and Tenant each agree to execute and deliver (and acknowledge, if necessary for recording purposes) any agreement reasonably necessary to effect any such amendment; provided however, that any such amendment shall not in any way affect the Term, the Rent payable hereunder, nor otherwise in any material respect adversely affect any rights or materially increase the obligations of Landlord under this Lease.

## ARTICLE XVI

### ASSIGNMENT, TRANSFER, SUBLETTING

16.1 Restrictions on Transfer or Assignment by Tenant. Prior to the issuance of a Certificate of Completion for the Project as provided by the DDA, any sale, transfer, encumbrance, pledge, assignment, conveyance, sublease or other disposition of all or any portion of Tenant's interest in the Property, the Improvements, or this Lease shall be prohibited. Upon issuance and recordation of the Certificate of Completion for the Project as provided by the DDA, except as permitted pursuant to Article XV and this Article XVI, Tenant shall not sell, transfer, encumber, pledge, assign, convey, sublet or otherwise dispose ("**Transfer**") all or any portion of its interest in the Property, the Improvements or this Lease voluntarily, involuntarily, by operation of law, or otherwise, without Landlord's prior written consent. Each Transfer shall comply with all requirements therefor set forth elsewhere in this Lease and Tenant shall have no right to hypothecate or encumber its interest in this Lease or sublet or assign all or any portion of the Property and/or the Improvements except as expressly provided under the terms of this Lease. No voluntary or involuntary assignee, sublessee, or successor in interest of Tenant shall acquire any rights or powers under this Lease except as expressly set forth herein.

16.1.1 Exceptions. Notwithstanding any contrary provision of this Lease, Landlord's consent shall not be required, and the provisions of Section 16.2 below shall not be applicable, with respect to the following Transfers: (A) the renting or leasing of residential units to tenants in the ordinary course of business in accordance with the Affordable Housing Covenant; (B) the granting of a Leasehold Mortgage in accordance with Section 15.1 or the foreclosure of a Leasehold Mortgage or the acquisition of Tenant's interest in this Lease by an assignment or deed in lieu of foreclosure; and (C) the first Transfer following any event described in clause (B) of this sentence. In addition, Landlord shall not unreasonably withhold consent to any Transfer of Tenant's interest in the Property or any portion thereof, to an entity in which \_\_\_\_\_ ("\_\_\_\_\_"), retains 50% or more of the equity or beneficial interest in said entity and controls such entity, or to a limited partnership in which \_\_\_\_\_ or its affiliate acts as the general partner, provided Landlord is given the applicable entity organizational documents. Neither the transfer of limited partner interests in Tenant, nor the admission of an investor limited partner to Tenant's partnership shall be considered a Transfer for purposes of this Article XVI.

## 16.2 Procedure for Obtaining Landlord's Consent.

(a) Transfer Request. With respect to each Transfer requiring the Landlord's consent under Section 16.1, Tenant shall send to Landlord written request for Landlord's approval of the Transfer (a "**Transfer Consent Request**") specifying the name and address of the proposed transferee and its legal composition (if applicable). Each Transfer Request shall be accompanied by all of the following:

(i) An audited or certified financial statement of the proposed transferee for the three most recent calendar or fiscal years prepared in accordance with generally accepted accounting procedures by a certified public accounting firm sufficiently current and detailed to evaluate the proposed transferee's assets, liabilities and net worth and certified as true and correct by the proposed transferee;

(ii) a description of the nature of the interest proposed to be transferred, the portion or portions of the Property affected by the Transfer, and the proposed effective date of such Transfer;

(iii) a true and complete copy of the proposed assumption agreement described in Section 16.6 and any other documents relating to the assignment and assumption (including any documents that include payment for the assignment);

(iv) a complete history of the proposed transferee describing its background, its current real estate projects and location thereof, and the background of the principals or personnel to be involved in the development or operation of the portion of the Property subject to the Transfer and stating whether the proposed transferee ever filed for bankruptcy or had projects that were foreclosed;

(v) a description of all projects of the proposed transferee which during the past five (5) years have been the subject of substantial litigation; and

(vi) any such other information as reasonably requested by Landlord within fifteen (15) days following the receipt of the above information, in order to make an informed decision whether or not to approve or disapprove the Transfer.

(b) Approval of Landlord. Within sixty (60) days following receipt of all the information referred to in Section 16.3 (a), Landlord shall approve or disapprove a proposed transferee with respect to the information supplied which approval shall not be unreasonably withheld (but may be conditioned upon Landlord receipt of all or a portion of any assignment consideration, it being acknowledged that this long term lease does not include any requirement for payment of periodic rent). If Landlord fails to give Tenant written notice of its disapproval of the transferee or request additional information in writing within such sixty (60) day period, it shall be deemed to have disapproved the transferee.

16.3 Subleases; Nondisturbance and Attornment. Tenant shall not permit its space tenants to sublease their apartment units. Tenant agrees for the benefit of Landlord that each sublease, rental agreement, and any other agreement for occupancy of any part of the Improvements (each an “**Occupancy Agreement**”): (a) shall state that it is subject to the terms and provisions of this Lease, and (b) shall require that the subtenant under the Occupancy Agreement shall attorn to and accept Landlord as the lessor or other party under the Occupancy Agreement in the event this Lease is terminated. Landlord agrees that as long as each Occupancy Agreement complies with the requirements of the preceding clauses (a) and (b), then upon the expiration or termination of this Lease, Landlord shall recognize the subtenant or occupant under the Occupancy Agreement as the direct tenant of Landlord under the terms and conditions contained in the Occupancy Agreement and for a term equal to the then unexpired term of the Occupancy Agreement; provided however, that: (i) at the time of the expiration or termination of this Lease no uncured default shall exist under the Occupancy Agreement which at such time would permit the termination of the Occupancy Agreement or the exercise of any dispossession remedy provided for therein; and (ii) Landlord shall not be (x) liable for any prior act or omission of Tenant under the Occupancy Agreement; (y) liable for the return of any security deposit under the Occupancy Agreement not actually received by Landlord; or (z) subject to any offsets or defenses that the subtenant or occupant may have against Tenant. The provisions of this Section 16.3 shall survive the expiration or termination of this Lease.

#### 16.4 Limitations.

(a) Non-Transfer Period. In no event shall Tenant request Landlord to approve any Transfer prior to the date that all of the following shall have occurred:

(i) the construction of the Improvements shall be complete and a Certificate of Completion as provided by the DDA shall be issued with respect to the Project; and

(ii) all costs and expenses with regard to the construction of the Project and related Improvements shall be paid in full, all lien periods shall have expired and there shall be no liens on the Property, the Improvements, the Landlord’s fee title or any portion thereof.

The provisions of this Section 16.4 (a) shall not be applicable to the granting of a Leasehold Mortgage in accordance with Section 15.1, and shall not be applicable to, or after, the foreclosure of a Leasehold Mortgage or the acquisition of Tenant's interest in this Lease by assignment or deed in lieu of foreclosure.

(b) No Relief from Liability. No Transfer will limit, diminish or otherwise relieve Tenant or a successor in interest/assignee of any liability described herein arising during its ownership of the leasehold estate evidenced by this Lease.

(c) No Consent If Bankruptcy. In no event shall Landlord be required to consent or be deemed to consent to a Transfer to a party then subject to any proceedings under any insolvency, bankruptcy or similar laws.

(d) Criteria for Transfer. Among other valid reasons for withholding consent, Landlord shall be deemed to be reasonable in withholding its consent to a proposed Transfer if, among other requirements, either of the following conditions is unsatisfied:

(i) Tenant delivers to Landlord an audited financial statement of the proposed transferee for the three most recent calendar or fiscal years prepared in accordance with generally accepted accounting principles by a recognized certified accounting firm demonstrating that the proposed transferee (or its principals) is a viable, going concern with sufficient financial ability to own, operate and manage the Property; and

(ii) the proposed transferee shall have demonstrated experience operating and managing affordable residential projects similar to the Project.

16.5 Involuntary and Other Transfers. Without limiting any other restrictions on transfer contained in this Lease, no interest of Tenant in this Lease, the Property or part thereof shall be assignable in the following manner:

(a) under an order of relief filed, or a plan of reorganization confirmed, for or concerning Tenant by a bankruptcy court of competent jurisdiction under the federal bankruptcy act or the laws of the State of California, whereby any interest in this Lease, the Property or part thereof is assigned to any party which does not qualify as an approved transferee pursuant to this Lease unless such order is filed or such plan is confirmed in connection with an involuntary proceeding brought against Tenant and Tenant reacquires such transferred interest within ninety (90) days after the date such order is filed or such plan is confirmed;

(b) if Tenant assigns substantially all of its assets for the benefit of its creditors;  
or

(c) if an order of attachment is issued by a court of competent jurisdiction, whereby any interest in this Lease, the Property or part thereof or substantially all of Tenant's assets are attached by its creditors and such order of attachment is not stayed within ninety (90) days after the date it is issued.

The transfers described in this Section 16.5 shall constitute a breach under this Lease by Tenant and Landlord shall have the right to terminate this Lease as a result of any such transfer taking

place, in which case this Lease shall not be treated as an asset of Tenant. In such event, a Leasehold Mortgagee may request a new lease in accordance with Section 15.2.3.

16.6 Assumption Agreement and Release. No permitted Transfer shall be effective until any curable default hereunder shall have been cured and there shall have been delivered to Landlord an assumption agreement, executed by the transferor and the proposed transferee, whereby such transferee expressly assumes liability for such Lease obligations as arise and/or accrue during the period in which the transferee retains ownership of the interest of Tenant in the Property and in this Lease. The parties agree that as a condition to any Transfer taking place the transferee shall deliver to Landlord representations and warranties confirming the accuracy of the information delivered to Landlord concerning its current financial condition and its outstanding or pending liabilities.

16.7 Change in General Partner of Tenant. In addition to the restrictions on Transfers as set forth in this Article XVI, Landlord shall have the right to approve any change in the identity of the general partner of Tenant, including without limitation, any admission of any new general partner or withdrawal of any existing general partner. Such approval right of Landlord shall also apply to the transfer of a majority of the ownership interest in a general partner of Tenant. Notwithstanding any contrary provision of this Section 16.7, Landlord's approval shall not be required with respect to any change in the identity or ownership of the general partner of Tenant as long as following such change the general partner of Tenant continues to be an entity which controls, is controlled by, or is under common control with

\_\_\_\_\_ . For purposes of this Article XVI, "control" shall mean the right to direct the management and affairs of an entity, whether by virtue of the ownership of ownership interests, by contract, by appointment of directors or by common or overlapping boards. Removal of the general partner of Tenant by the Tenant's Limited Partner for cause in accordance with the Tenant's Partnership Agreement shall not require the consent of the Landlord, provided, that the Limited Partner concurrently with removal of the General Partner replaces the General Partner with an interim replacement General Partner ("Interim General Partner") that is an affiliate of the Limited Partner. The Limited Partner must replace the Interim General Partner with a permanent replacement General Partner ("Permanent Replacement General Partner") within 90 days from the date the General Partner was removed from the Partnership. Upon written request from the Tenant, the Landlord may give the Tenant thirty (30) day extensions at Landlord's sole discretion, up to a total of a ninety (90) day extension, but in all events the Permanent Replacement General Partner must be admitted to the Partnership no later than one hundred eighty days (180) after the date the General Partner was removed from Tenant. The nomination of the Permanent Replacement General Partner shall be subject to City's consent. Failure to replace the General Partner with the Permanent Replacement General Partner within the time set forth above shall constitute an Event of Default under this Lease and Landlord may terminate the Lease immediately upon delivering the Notice of termination. .

16.8 Sale by Landlord. Nothing contained in this Lease shall be deemed in any way to limit, restrict or otherwise affect the right of Landlord to sell, transfer, assign or convey all or any portion of the right, title and estate of Landlord in the Property and in this Lease; provided, however, that in each such instance any such sale, transfer, assignment or conveyance shall be subject to this Lease, and Tenant's other rights arising out of this Lease shall not be affected or disturbed in any way by any such sale, transfer, assignment or conveyance. Any other provision

of this Lease to the contrary notwithstanding, each covenant, agreement or obligation of Landlord under this Lease relating to the ownership or use of the Property is intended to and shall constitute a covenant running with the title to the Property and shall be binding upon the owner from time to time of the Property. At such time as Landlord shall sell, transfer, assign or convey the entire right, title and estate of Landlord in the Property and in this Lease, all obligations and liability on the part of Landlord arising under this Lease after the effective date of such sale, transfer, assignment or conveyance shall terminate as to Landlord, and thereupon all such liabilities and obligations shall be binding upon the transferee.

## ARTICLE XVII

### BREACHES, REMEDIES AND TERMINATION

17.1 Event of Default. Tenant shall be in default under this Lease upon the occurrence of any of the following (“**Events of Default**”):

(a) Monetary Obligation. Tenant at any time is in default hereunder as to any monetary obligation (including without limitation, Tenant’s obligation to pay taxes and assessments due on the Property or part thereof, subject to Tenant’s rights to contest such charges pursuant to Section 5.2), and such default continues for ten (10) days after a notice of default is delivered by Landlord to Tenant;

(b) Insurance. Tenant fails to obtain and maintain any policy of insurance required pursuant to this Lease;

(c) Abandonment. Tenant abandons the Property;

(d) Bankruptcy. Tenant or any general partner of Tenant files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant (or any general partner of Tenant) or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(e) Reorganization. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of ninety (90) days from the first date of entry thereof, or any trustee receiver or liquidator of Tenant of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof is appointed without the consent or acquiescence of Tenant and such appointment remains unvacated and unstayed for an aggregate of ninety (90) days, such ninety (90) day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Tenant;

(f) Attachment. Subject to Tenant's right to contest the following charges pursuant to Sections 5.2 and 6.6, Tenant fails to pay prior to delinquency taxes or assessments due on the Property or the Improvements or fails to pay when due any other charge that may result in a lien on the Property or the Improvements, and Tenant fails to cure such default within ninety (90) days of the date of delinquency, but in all events prior to the date upon which the holder of any lien has the right to pursue foreclosure thereof;

(g) Transfer. Tenant Transfers all or any portion of Tenant's interest in this Lease, the Property, the Improvements or part thereof in violation of the provisions of Article XVI and fails to rescind such Transfer within ten (10) days after written notice from Landlord;

(h) Failure to Comply with Construction Deadlines. Tenant fails to comply with any construction deadlines under Section 6.2 (subject to force majeure delays, as described therein).

(i) Other Obligations. Tenant defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 17.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which Landlord shall have given written notice of the default to Tenant; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Default shall not arise hereunder if Tenant commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion.

## 17.2 Notice and Opportunity to Cure.

17.2.1 Notice of Breach. Unless expressly provided otherwise in this Lease, no breach by a party shall be deemed to have occurred under this Lease unless another party first delivers to the nonperforming party a written request to perform or remedy (the "**Notice of Breach**"), stating clearly the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

17.2.2 Failure to Give Notice of Breach. Failure to give, or delay in giving, Notice of Breach shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. Except as otherwise expressly provided in this Lease, any failure or delay by either party in asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

17.2.3 Limited Partners' Right to Cure. Provided Tenant shall have informed Landlord of the identity and address for notices of the applicable limited partner (which may be accomplished by delivery to Landlord of a copy of Tenant's partnership agreement or amendment thereto with such information), the limited partners of Tenant ("**Limited Partners**") shall have the right to cure any curable default of Tenant hereunder upon the same terms and

conditions afforded to Tenant within the same cure period as afforded Tenant hereunder extended by an additional sixty (60) days; provided however, if the default is of such a nature that the Limited Partners reasonably determine that it is necessary to replace the general partner of Tenant in order to cure such default, then the cure period shall be extended by an additional sixty (60) days after the removal and replacement of such general partner, provided that the Limited Partners have promptly commenced and diligently proceeded with all requisite actions to effect such removal and replacement. Landlord agrees that it shall deliver notice of default to the Limited Partners in accordance with Section 17.2.1 concurrently with delivery of such notice to Tenant provided that Landlord has been given the address for delivery of such notices. Any such cure by a Limited Partner shall be accepted by Landlord as if performed by Tenant or by any Leasehold Mortgagee. If this Lease has been terminated, upon any such cure by a Limited Partner, Landlord shall, upon request by such Limited Partner enter into a new lease with such Limited Partner (or any of its affiliated designees) pursuant to substantially similar terms and conditions as those set forth in this Lease, subject to the rights of Leasehold Mortgagees pursuant to Article XV. Notwithstanding the preceding sentence, the Landlord shall not exercise its rights to terminate this Lease pursuant to Section 17.3 until the expiration of the Limited Partner's cure period. No rights and remedies of Landlord shall be effective as against any Limited Partner unless Landlord has delivered to such Limited Partner all notices required to be so delivered hereunder and such Limited Partner has been afforded the opportunity to cure as provided herein. Landlord agrees not to amend any material provision of this Lease without the prior written consent of the Limited Partners.

### 17.3 Remedies Upon Default.

17.3.1 Landlord's Remedies. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of Landlord hereunder and/or provided by law, but subject in all events to the rights and remedies of Leasehold Mortgagees under Article XV hereof and of any Limited Partner under this Article XVII, Landlord shall have the right to terminate this Lease and/or Tenant's possessory rights hereunder, in accordance with applicable law to re-enter the Property and take possession thereof and of the Improvements, and except as otherwise provided herein, to remove all persons and property therefrom, and to store such property at Tenant's risk and for Tenant's account, and Tenant shall have no further claim thereon or hereunder. In no event shall this Lease be treated as an asset of Tenant after any final adjudication in bankruptcy except at Landlord's option so to treat the same but no trustee, receiver, or liquidator of Tenant shall have any right to disaffirm this Lease.

17.3.2 Remedies Upon Abandonment. If Tenant should breach this Lease and abandon the Property, Landlord may, at its option, but subject in all events to the rights and remedies of Leasehold Mortgagees under Article XV hereof and of any Limited Partner under this Article XVII, enforce all of its rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder. Additionally, Landlord shall be entitled to recover from Tenant all costs of maintenance and preservation of the Property, and all costs, including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Property and Landlord's interest under this Lease.

17.3.3 Landlord Right to Continue Lease. In the event of any default under this Lease by Tenant (and regardless of whether or not Tenant has abandoned the Property), this

Lease shall not terminate (except by an exercise of Landlord's right to terminate under Section 17.3.1) unless Landlord, at Landlord's option, elects to terminate Tenant's right to possession or, at Landlord's further option, by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate Tenant's right to possession. For so long as this Lease continues in effect, Landlord may enforce all of Landlord's rights and remedies under this Lease, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Lease, the following shall not constitute termination of Tenant's right to possession: (a) acts of maintenance or preservation or efforts to relet the Property; or (b) the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease.

17.3.4 Right to Injunction; Specific Performance. In the event of a default by Tenant under this Lease that remains uncured beyond any applicable grace periods permitted hereunder, Landlord shall have the right to commence an action against Tenant for damages, injunction and/or specific performance. Tenant's failure, for any reason, to comply with a court-ordered injunction or order for specific performance shall constitute a breach under this Lease.

17.3.5 Damages Upon Termination. Should Landlord elect to re-enter the Property, or should Landlord take possession pursuant to legal proceedings or to any notice provided by law, this Lease shall thereupon terminate, and Landlord may recover from Tenant all amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things are likely to result therefrom, including all costs (including attorneys' fees) of repossession, removing persons or property from the Property, repairs, reletting and reasonable alterations of the Improvements in connection with reletting, if any.

17.4 Right to Receiver. Following the occurrence of an Event of Default, if Tenant (and all Leasehold Mortgagees and Limited Partners) fails after delivery of a notice of default or Notice of Breach to cure the default within the time period set forth in this Lease, Landlord, at its option, may have a receiver appointed to take possession of Tenant's interest in the Property with power in the receiver (a) to administer Tenant's interest in the Property, (b) to collect all funds available in connection with the operation of the Property, and (c) to perform all other acts consistent with Tenant's obligations under this Lease, as the court deems proper. Landlord's rights under this Section 17.4 shall be subject and subordinate to the rights of all Leasehold Mortgagees and Limited Partners.

17.5 Remedies Cumulative. No remedy in this Article XVII shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations referred to hereinabove.

17.6 No Election of Remedies. The rights given in this Article XVII to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of

any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of Landlord upon the conditions and subject to the provisions in this Lease to terminate Tenant's right of possession because of any default in or breach of any of the covenants, provisions or conditions of this Lease beyond the applicable cure period.

17.7 Survival of Obligations. Nothing herein shall be deemed to affect the right of Landlord to indemnification for liability arising prior to the termination of the Lease for personal injuries or property damage or in connection with any other Claim, nor shall anything herein be deemed to affect the right of Landlord to equitable relief where such relief is appropriate. No expiration or termination of the Lease by operation of law, or otherwise, and no repossession of the Property or any part thereof shall relieve Tenant of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

17.8 No Waiver. Except to the extent that Landlord may have agreed in writing, no waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be deemed a waiver by Landlord of its rights or remedies with respect to such breach.

## ARTICLE XVIII

### GENERAL PROVISIONS

18.1 Estoppel Certificates. At any time and from time to time, Landlord and Tenant, shall for the benefit of any Limited Partner or Leasehold Mortgagee, on at least twenty (20) days' prior written request by the requesting party, deliver to the party requesting same a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent has been paid and stating whether or not, to the best knowledge of the certifying party, the other party is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the certifying party may have knowledge and such other statements or certifications reasonably requested. A prospective purchaser, mortgagee, or Limited Partner shall be entitled to request such a statement and rely on a statement delivered hereunder.

18.2 Quiet Enjoyment. Landlord covenants and agrees that Tenant (and pursuant to the provision of Articles XV and XVII, respectively, any Leasehold Mortgagee and Limited Partner, as applicable), upon paying the Rent and all other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be observed and kept, shall quietly have and enjoy the Property during the Term of this Lease without hindrance or molestation by anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease.

18.3 Landlord's Right to Enter the Property. Landlord and its agents may enter the Property or the Improvements from time to time with reasonable notice (and, upon Tenant's request, when accompanied by representative(s) of Tenant), except for emergencies in which case no notice shall be required, to inspect the same, to post notices of nonresponsibility and similar notices, and to discharge Tenant's obligations hereunder when Tenant has failed to do so within a reasonable time after written notice from Landlord.

18.4 Miscellaneous.

18.4.1 Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

18.4.2 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Lease shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or

(b) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

**Landlord:**

City of Hawthorne  
4455 W. 126th Street,  
Hawthorne, CA 90250  
Attention: City Manager

With a required copy to:

City of Hawthorne  
4455 W. 126th Street,  
Hawthorne, CA 90250  
Attention: City Attorney

**Tenant:**

And with copies to: [TBD Tax Credit Investor]

**Leasehold Mortgagees:** [TBD]

18.4.3 Captions; Construction. The captions used for the sections and articles of this Lease are inserted for convenience only and shall not be used to construe this Lease. The language in all parts of this Lease shall be construed as a whole, according to its fair meaning and not strictly for or against Landlord or Tenant.

18.4.4 Tenant's Rights. Landlord acknowledges that, subject to Tenant's obligations to pay rent pursuant to the terms of this Lease, Tenant shall have the exclusive right to deduct, claim, retain and enjoy any and all income, appreciation gain, depreciation, amortization and tax credits for federal and state tax purposes relating to the Property and Landlord shall treat Tenant as the tax owner of the Property for federal income tax purposes and shall not file any tax returns inconsistent with this treatment.

18.4.5 Binding on Successors. Subject to the restrictions on Transfers set forth in Article XVI, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

18.4.6 Short Form of Lease. A memorandum of lease substantially in the form attached hereto as Exhibit B shall be executed by Landlord and Tenant and recorded in the Office of the Orange County Recorder.

18.4.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court for Orange County, California or in the Federal District Court for the Southern District of California.

18.4.8 Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

18.4.9 Indemnity Includes Defense Costs. In any case where either party is obligated under an express provision of this Lease, to indemnify and to save the other party harmless from any damage or liability, the same shall be deemed to include defense of the indemnitee by the indemnitor, such defense to be through legal counsel reasonably acceptable to the indemnitee.

18.4.10 No Brokers; No Third-Party Beneficiaries. Landlord represents that it has not engaged any broker or agent to represent Landlord in this transaction. Tenant represents

that it has not engaged any broker or agent to represent Tenant in this transaction. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities or expenses, including attorneys' fees and costs, arising out of, or in connection with claims made by any broker or individual for commissions or fees as a result of the acts of the indemnifying party. There shall be no third-party beneficiaries to this Lease other than the Leasehold Mortgagees and Limited Partners.

18.4.11 Disclaimer of Partnership, Lender/Borrower Relationship. The relationship of the parties under this Lease is solely that of landlord and tenant, and it is expressly understood and agreed that Landlord does not as a result of this Lease in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise. This Lease is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, association, or seller and buyer as between Landlord and Tenant. It is further expressly understood and agreed that this Lease is not intended to, and shall not be construed to create the relationship of lender and borrower, and Landlord does not, solely as a result of this Lease, become a lender to Tenant.

18.4.12 Entire Agreement; Amendments. This Lease together with the DDA, the Affordable Housing Covenant and the other documents executed in connection with the DDA contains the entire agreement between the parties relative to the subject matter hereof. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Lease and are of no further force and effect except as expressly provided in this Lease. No amendment or modification hereof shall be effective for any purpose unless in writing signed by Landlord and Tenant.

18.4.13 Time is of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of California.

18.4.14 Survival. The following provisions shall survive the expiration or termination of this Lease: all representations made by Tenant hereunder, Tenant's release of Landlord pursuant to Section 2.6, Tenant's indemnification and defense obligations hereunder and all other provisions of this Lease which state that they shall survive the expiration or termination of this Lease.

18.4.15 Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and

drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

18.4.16 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

18.4.17 Action by the Landlord. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the Landlord is required or permitted under this Lease, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the governing board of the Landlord.

18.5.18 Books and Records; Inspection of Books and Records. Tenant shall keep and maintain at the Project, or elsewhere with City's written consent, full, complete, and accurate books, records, and accounts relating to the Project, including such books, records, and accounts necessary to document Developer's compliance with this Lease and prevailing wage laws. Upon request, Tenant shall permit the Landlord to inspect those books, records and all other documents of Tenant necessary to determine Tenant's compliance with the terms of this Agreement.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease as of the Effective Date.

**LANDLORD:**

CITY OF HAWTHORNE,  
a municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

**TENANT:**

DRAFT

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

The land in the County of Los Angeles, State of California, described as follows:

THE SOUTHERLY 24 FEET OF LOT 308 OF DIVISION "B" AND LOT 309 OF DIVISION "B", EXCEPT THE SOUTHERLY 20 FEET OF SAID LOT 309, BOTH OF TRACT NO. 874, IN THE CITY OF HAWTHORNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 17 PAGES 110 AND 111 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT/CERTIFICATE OF COMPLIANCE RECORDED MAY 5, 2010 AS [INSTRUMENT NO. 20100643861 OF OFFICIAL RECORDS](#).

[Assessor's Parcel Number: 4051-030-902](#)

DRAFT

**EXHIBIT B**

**FORM OF MEMORANDUM OF LEASE**

DRAFT

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
 )  
City of Hawthorne )  
4455 W. 126th Street )  
Hawthorne, CA 90250 )  
Attn: City Clerk )  
 )

With a copy to:

\_\_\_\_\_

---

*The document is exempt from the payment of a recording fee pursuant to Government Code § 27383.*

**MEMORANDUM OF GROUND LEASE**

THE UNDERSIGNED DECLARE:

**Documentary Transfer Tax is \$0.00; City Transfer Tax is \$0.00.**

**[Conveyance for no consideration (long term lease with no rent).][DISCUSS]**

THIS MEMORANDUM OF GROUND LEASE (“**Memorandum**”), dated for identification purposes as of \_\_\_\_\_, 202\_\_, is entered into by and between the CITY OF HAWTHORNE, a municipal corporation (“**City**”), and \_\_\_\_\_, L.P., a California limited partnership (“**Developer**”).

Pursuant to that certain Ground Lease dated \_\_\_\_\_, 202\_\_ (the "Lease"), Landlord hereby leases to Tenant and Tenant leases from Landlord certain real property situated in the City of Hawthorne, California, more specifically described on Exhibit A attached hereto (the "Site").

The term of the Lease commences as of the date of the Lease, and shall continue until the date that is fifty-five (55) years, unless sooner terminated pursuant to the terms of the Lease.

All of the terms of the Lease are hereby incorporated herein by reference.

This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the Lease, of which this is a memorandum.

LANDLORD:

CITY OF HAWTHORNE,  
a municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

TENANT:

*[notary acknowledgments required]*

DRAFT

EXHIBIT A

LEGAL DESCRIPTION

The land in the County of Los Angeles, State of California, described as follows:

THE SOUTHERLY 24 FEET OF LOT 308 OF DIVISION "B" AND LOT 309 OF DIVISION "B", EXCEPT THE SOUTHERLY 20 FEET OF SAID LOT 309, BOTH OF TRACT NO. 874, IN THE CITY OF HAWTHORNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 17 PAGES 110 AND 111 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT/CERTIFICATE OF COMPLIANCE RECORDED MAY 5, 2010 AS [INSTRUMENT NO. 20100643861 OF OFFICIAL RECORDS](#).

[Assessor's Parcel Number: 4051-030-902](#)

DRAFT

Exhibit H

**PRELIMINARY FINANCING PLAN**

(To be added.)

DRAFT

**Notice of Exemption****Appendix E**

**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk

County of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**From:** (Public Agency): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Address)

Project Title: \_\_\_\_\_

Project Applicant: \_\_\_\_\_

Project Location - Specific:

Project Location - City: \_\_\_\_\_ Project Location - County: \_\_\_\_\_

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: \_\_\_\_\_

Name of Person or Agency Carrying Out Project: \_\_\_\_\_

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: \_\_\_\_\_
- Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

Lead Agency

Contact Person: \_\_\_\_\_ Area Code/Telephone/Extension: \_\_\_\_\_

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?    Yes    No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency    Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_



**AGENDA ITEM NO. 10.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: Planning

---

**City Manager: Department Head:**

**SUBJECT:**

Joint Powers Agreement (JPA) to participate in the South Bay Regional Housing Trust (SBRHT).

**RECOMMENDED MOTION:**

That the City Council approve joining the SBRHT and authorize the Mayor to execute the JPA, which will help fund the development and construction of affordable housing in the South Bay.

**DISCUSSION:**

**BACKGROUND**

As part of a REAP 2.0 project funded through SCAG, the South Bay Cities Council of Governments (SBCCOG) is creating a South Bay Regional Housing Trust (SBRHT). If formed, the SBRHT will help fund the development and construction of affordable housing units in cities that are members of the Trust, and only for development projects supported by the City in which it is proposed. Although the SBCCOG is leading the early feasibility work, the SBRHT will be a separate joint powers authority with its own Board of Directors. Four cities must approve the JPA for the SBRHT to form.

Over the past year, the SBCCOG's consultant, CivicHome, has been developing a SBRHT strategic plan, joint powers agreement, staffing plan, budget, and programs for the SBRHT Board to consider adopting when formed. A strategic plan advisory committee consisting of SBCCOG Board members, City staff, housing experts/, and affordable housing developers provided input over a series of four meetings throughout the process. CivicHome presented an update to the SBCCOG Board at its October 2025 meeting and to the South Bay City Managers group on November 19th. At its meeting on November 20, 2025, the SBCCOG Board of Directors voted to recommend member agencies move forward with the formation of the SBRHT.

**DISCUSSION**

Since the SBCCOG began working on the SBRHT, more information about funding coming to the South Bay through Measure A has become available. In particular, the SBCCOG will be receiving approximately \$7.3 million annually through the Los Angeles County Affordable Housing Solutions Agency's (LACAHS) "Production, Preservation, and Ownership (PPO)" program. LACAHS also has agency matching funds that may be available and could increase that amount to around \$14 million. Additionally, these funds, along with other Measure A funding, could be used to offset most or all the SBRHT administrative costs, particularly during the startup period.

The SBCCOG is limited in its use of LACAHS funds in ways that the Housing Trust would not be.

Primarily, the SBCCOG is not allowed to make or develop loans, so all allocations of PPO funds made by the SBCCOG would have to be in the form of grants or subsidies. These funds would be given out to a project and never returned for additional use. The SBRHT will have lending authority and could also provide soft development loans, construction and pre-development loans, preservation and acquisition stakes, master leasing, and direct service or homebuyer assistance programs. These approaches will be revenue generating and allow for these public dollars to come back to the Trust over time and be reprogrammed to maximize their use. The San Gabriel Valley Regional Housing Trust (formed several years ago) is generating over \$230,000 annually in interest and loan fee revenue.

Although there will be administrative costs to operate the SBRHT, SBCCOG staff believes that most or all those costs could be covered through administrative dollars available through LACAHSAs programs. This will allow for the SBRHT to offer low to no membership fees, particularly during the first year or two as the organization gets formed. Orange County and Gateway Cities trusts have also started with little or no membership fees and have been able to offset them through administrative funding received through grants and other funding going into their trusts. It is important to note, however, that whether there will be membership costs for the SBRHT after the first year will be determined by the Trust Board of Directors, not the SBCCOG. For the first year, start-up costs can be covered completely with the LACAHSAs funds that the SBCCOG received with SBCCOG Board approval.

If the SBRHT is not formed and the SBCCOG ultimately provides grants using PPO funds, many administrative costs will still be incurred. For example, the SBCCOG will still be required to hire consultant experts to evaluate and vet the housing developments seeking grant funding. These costs are practically unavoidable but are covered through Measure A funding.

#### Pending Legislation to Modify SBRHT

SBCCOG staff has been working with SBCCOG Legal Counsel and Senator Allen's office to explore amendments to the initial SBRHT formation legislation. Although modeled on legislation for other trusts such as the one in San Gabriel Valley, several items have been re-evaluated since passage of that bill (SB 1444). The amendments being sought include:

- Removing the SBCCOG from involvement in determining the number of SBRHT Board of Directors, their selection, and the responsibility for filling vacancies.
- Adding language to provide flexibility for the SBRHT Board to determine when they choose their Chair and Vice-Chair.
- Addition of the ability to fund the development and construction of moderate-income housing.
- Allowing member agencies to appoint non-elected officials for SBRHT Board alternates

Currently, SB 1444 requires the SBRHT Board (regardless of delegate or alternate status) to be a mayor, council member, or LA County Supervisor of the member agency. Several SBCCOG Board members suggested that non-elected officials be allowed to be alternate SBRHT Board members if the City so designates. This approach is similar to the Clean Power Alliance, which has proven to be very helpful as deliberations among these special boards take a lot of time, and it might be difficult for council members to have the time for the necessary oversight.

When a bill to revise SB 1444 is drafted, the SBCCOG will be soliciting support letters from South Bay cities to encourage the Legislature to approve these changes. Despite these pending changes, the SBCCOG Board of Directors recommends approval of the SBRHT JPA with its current language and would recommend SBRHT members approve an amended JPA in the future after any SB 1444 revisions are enacted. The current JPA is written to follow the current SB 1444 language and was developed by the South Bay City Managers working group and SBCCOG Legal Counsel Michael Jenkins.

#### **ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

Goal 5: Develop a strategy for major developments.

#### **FISCAL IMPACT:**

There is no immediate fiscal impact associated with approving the South Bay Regional Housing Trust Joint Powers Agreement. If determined necessary and approved by its Board of Directors in the future, membership dues may be required.

**NOTICING PROCEDURE:**

72 hours posted notice pursuant to the Ralph M. Brown Act.

**ATTACHMENTS**

JPA summary presentation

COG vs. SBRHT presentation

3\_SBRHT JPA



**SOUTH BAY CITIES**  
COUNCIL OF GOVERNMENTS

SOUTH BAY REGIONAL HOUSING TRUST  
STRATEGIC PLAN OVERVIEW  
&  
JPA SUMMARY

# EXECUTIVE SUMMARY

## Mission Statement

To empower South Bay cities with flexible funding, strategic guidance, and technical assistance that advance local housing priorities, expand housing opportunity, and support the development and preservation of affordable and supportive housing across the region.

## Vision Statement

A South Bay region collaborating to expand housing opportunities through innovation, strategic partnerships, and coordinated Trust resources—supporting access to diverse housing choices that strengthen community stability and economic vitality.



**MISSION**



**VISION**

# GOVERNANCE, TRUST STAFF, AND ADVISORY COMMITTEE

- **Governance Board**

- One Trust Board Director from each member city + Two Trust Board Directors representing housing experts.

- **Trust Staff**

- Option 1: SBCCOG Employees
- Option 2: Contracted Consulting Firm
- Organization Chart

- **Advisory Committee Framework**

- Purpose and Role
- Membership Composition
- Meeting frequency and output
- Benefits to the Trust



## TRUST FORMATION & IMPLEMENTATION GOALS

1. Secure initial capital funding commitments.
2. Establish transparent, accountable, and sustainable governance.
3. Promote regional collaborative and shared solutions.
4. Strengthen local capacity through technical assistance.
5. Establish performance metrics and evaluation tools.
6. Building the Trust's brand and demonstrating early impact.
7. Design and launch housing funding programs



**SOUTH BAY CITIES**  
COUNCIL OF GOVERNMENTS

SOUTH BAY REGIONAL HOUSING TRUST  
DRAFT JOINT EXERCISE OF POWERS  
AGREEMENT

# INTRODUCTION

- 2022 Legislation added to the CA Government Code section 6539.9 authorizing the creation of the South Bay Regional Housing Trust.
- Purpose: Receive and leverage public and private funding for planning and construction of housing of all types and tenures for persons and families of Extremely-Low, Very-Low, and Low-Income.
- Term – The Effective Date of the JPA will be the date of approval by the fourth city to join the Trust.

## LIMITATION ON POWERS

- Regulate land use within the jurisdiction of any of the Parties;
- Levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of a development project;
- Require or incentivize inclusionary zoning requirements;
- Require the Parties to dedicate or assign funding for any SBRHT obligations or programs;
- Fund or approve a housing project or program that is not supported by the governing body of the jurisdiction (a city or the county) in which the proposed project is sited;
- Require the Parties to accept or provide any number of housing units as a prerequisite to joining or remaining a member of SBRHT; and
- Affect the individual power of each Party separately to implement affordable housing projects and programs generated within its jurisdictional boundaries.

## TERMS OF THE JPA

- One elected official from each Trust member City, appointed by that City Council + Two Housing Experts appointed by the City Managers Committee.
- Withdrawal – anytime with written notice and executed copy of city resolution subject to notice received at least 90 days prior to start of fiscal year and payment of any administrative fees.

# Why A South Bay Housing Trust?

- Voters approved Measure A in 2024; legislating ~\$13 million a year for Housing and Prevention funding for SBCCOG
- This presentation will talk about the funds that are dedicated to Production and Preservation, and Ownership of housing as those are the funds we would be considering for the proposed Housing Trust

Table 1. FY 2025-26 Total Funding Allocation by Jurisdiction

AGENCY	TOTAL BY AGENCY
1 LACAHSAs	\$128,229,226
2 Burbank-Glendale-Pasadena Regional Housing Trust	\$6,452,118
3 City of Glendale	\$5,103,191
4 City of Long Beach	\$10,706,466
5 City of Los Angeles	\$133,421,084
6 City of Santa Clarita	\$3,457,981
7 Gateway Cities Council of Governments/Gateway Cities Affordable Housing Trust	\$18,538,195
9 Las Virgenes/Malibu Council of Governments	\$459,405
9 North Los Angeles County Transportation Coalition JPA*	\$5,395,241
10 San Fernando Valley Council of Governments	\$518,005
11 San Gabriel Valley Council of Governments/San Gabriel Valley Regional Housing Trust	\$25,691,324
12 South Bay Cities Council of Governments/South Bay Regional Housing Trust	\$13,002,770
13 Unincorporated Los Angeles County	\$24,782,720
14 Westside Cities Council of Governments	\$7,016,083
<b>TOTAL</b>	<b>\$382,773,809</b>

\*The LACAHSAs Act limits direct allocations to only certain cities; other cities may only receive funding through a COG or Regional Housing Trust. Because Lancaster and Palmdale are the only cities that are not part of a COG, their portion will be allocated and held until an Eligible Jurisdiction option is available to the JPA pending LACAHSAs Board approval and adjustments to the JPA's purpose.

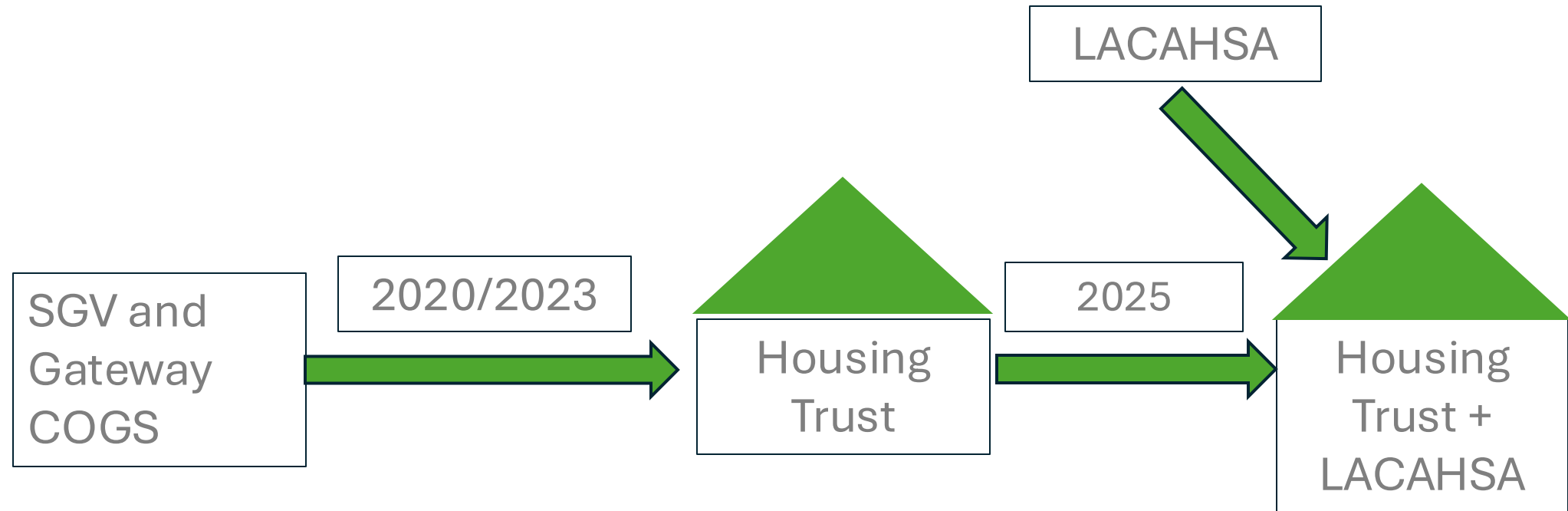
# Production, Preservation, and Ownership (PPO)

- SBCCOG mandated to program \$7.3 million of LACAHSA PPO funds.
  - LACAHSA agency funds can also match our funding – so potentially +/- \$14 million of funding for our cities.

(allocations determined by low income RHNA numbers)

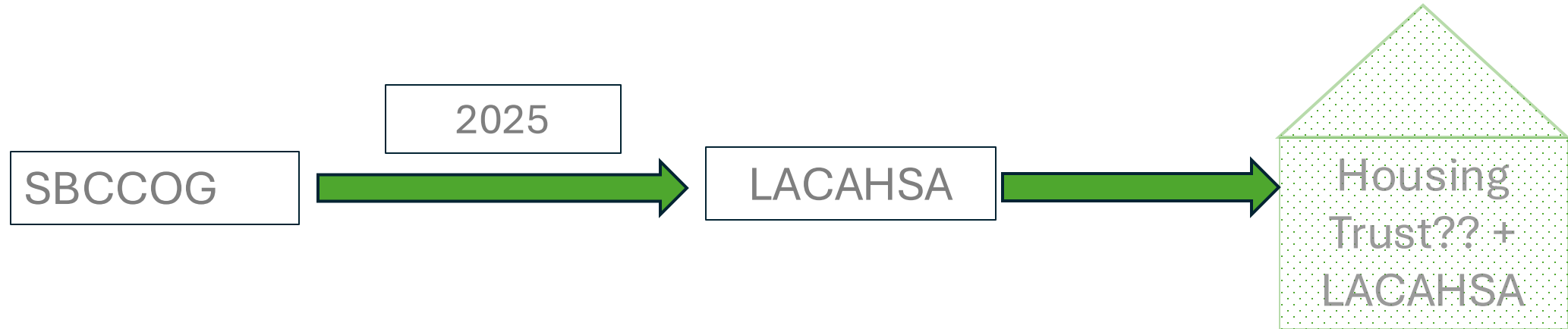
AGENCY	PPO - NEW CONSTRUCTION	PPO - FLEXIBLE	TOTAL
1 LACAHSA (including small cities TA)	\$55,220,624	\$13,678,661	\$68,899,286
2 Burbank-Glendale-Pasadena Regional Housing Trust	\$3,058,288	\$900,661	\$3,958,949
3 City of Glendale	\$2,044,455	\$602,089	\$2,646,544
4 City of Long Beach	\$4,083,071	\$1,202,458	\$5,285,528
5 City of Los Angeles	\$67,414,093	\$19,853,341	\$87,267,434
6 City of Santa Clarita	\$1,872,563	\$551,467	\$2,424,030
7 Gateway Cities Council of Governments/ Gateway Cities Affordable Housing Trust	\$7,018,735	\$2,067,006	\$9,085,742
8 Las Virgenes/Malibu Council of Governments	\$204,737	\$60,295	\$265,032
9 North Los Angeles County Transportation Coalition JPA	\$2,237,149	\$658,837	\$2,895,986
10 San Fernando Valley Council of Governments	\$267,874	\$78,888	\$346,762
11 San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	\$12,480,955	\$3,675,621	\$16,156,577
12 South Bay Cities Council of Governments/ South Bay Regional Housing Trust	\$5,641,046	\$1,661,279	\$7,302,325
13 Unincorporated Los Angeles County	\$14,356,803	\$4,228,055	\$18,584,858
14 Westside Cities Council of Governments	\$3,511,192	\$1,034,041	\$4,545,233
<b>TOTAL</b>	<b>\$179,411,586</b>	<b>\$50,252,699</b>	<b>\$229,664,285</b>

# SGV and Gateway Housing Trust Before LACAHSAs



- SGV and Gateway formed their Housing Trust first, and then incorporated LACAHSAs funds into their Trust

# SBCCOG Received LACAHSAs Funding First



- SBCCOG has received LACAHSAs funding and is contemplating a Housing Trust

# SBCCOG May Need a Trust to Fulfill LACAHSAs Portfolio

## LACAHSAs Product Portfolio:

- Grants
- Soft Development Loans (revenue generating)
- Construction/Pre-Development Loans (revenue generating)
- Preservation Acquisition/Equity stakes (revenue generating)
- Master Leasing
- Rental or Operating Subsidies
- Direct Service - Homebuyer Assistance (revenue generating)

Activities in Red may not be possible under SBCCOG current authority – handicapping our ability to maximize our LACAHSAs funding

However, they would be possible under a Housing Trust

# SGV Housing Trust Generating Revenue


- SGV Housing Trust is generating over \$230,000 a year in Interest and Loan Fee Revenue
- Their Revolving Loan Fund will receive its first loan repayment, allowing their Trust to recycle those funds to another project
- We can achieve similar results with our LACAHSAs funds, but need a Housing Trust in order to do it


## San Gabriel Valley Regional Housing Trust


### Project Financing and Housing Innovation

The SGVRHT funds and finances the development of affordable and homeless housing. The SGVRHT has received and leveraged Federal, State, and local funds including competitive grants and budget earmarks. To date the SGVRHT has funded the development of 830 unduplicated units and expanded the housing choice and supply in the region by supporting multifamily units across income levels and single family affordable homeownership opportunities. With 25 member cities, the SGVRHT supports activities from inception through completion to ensure affordable housing units are delivered to the SGV.

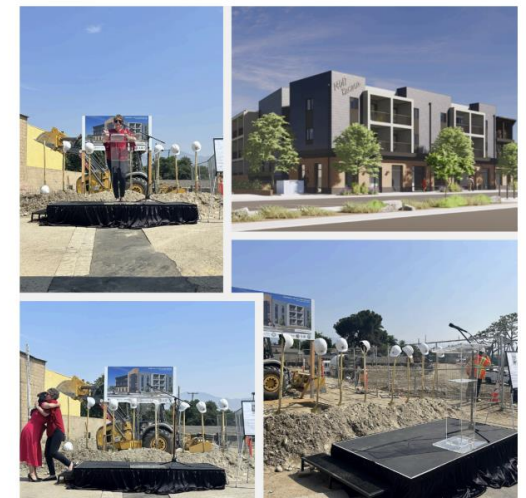
#### In FY 24-25, SGVRHT:

 Celebrated grand opening of funded project Chapel Apartments (Alhambra), providing 44 affordable units.

 Celebrated groundbreaking of funded project Esteban E. Torres Village (Baldwin Park), creating 57 affordable units.

 Joined Enterprise Housing Preservation Public Sector Cohort, a 15 month learning lab which will support the development of the land trust.

#### FY 25-26 Workplan:



# What about cities with no development opportunities?

If cities have no development opportunities, there are other ways to participate in LACAHSAs PPO Funds + Housing Trust

- Preservation of existing affordable housing
- Master Leasing
- Rent or Operating Subsidies
- First Time Homebuyer Assistance

# Evictions

## 2024 Eviction Filings

Carson	294
El Segundo	27
Gardena	295
Hawthorne	567
Hermosa Beach	44
Inglewood	704
Lawndale	79
Lomita	66
Manhattan Beach	19
Rancho Palos Verdes	41
PV, RH, RHE	5
Redondo Beach	106
Torrance	338
<b>Total</b>	<b>2585</b>

- No city is immune to financial stress that constituents face, whether they are renters or homeowners
- Evictions are one pathway into homelessness

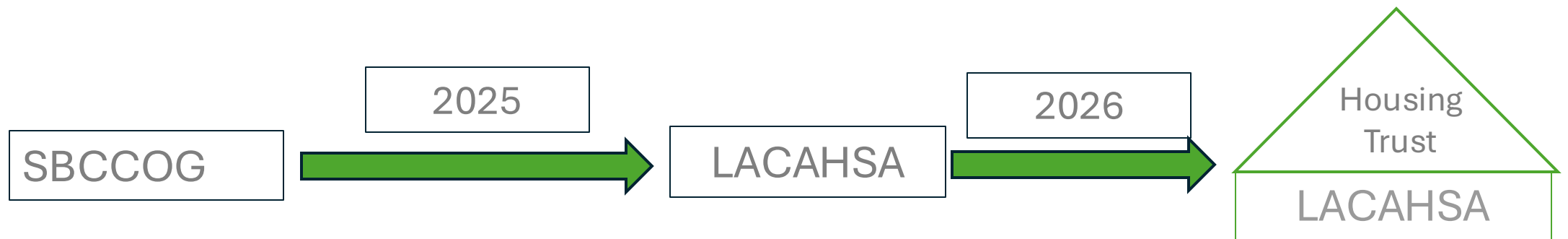
## SBCCOG LACAHSA Activity FY25/26

- SBCCOG issued soft notice of funding availability in September – sent to all cities
- Hawthorne and Inglewood **may have** viable projects – currently being evaluated projects totaling 120 units
- Other cities have reached out to discuss interest in developing opportunities
- SBCCOG will be developing programs, funding criteria, and documentation requirements **for the evaluation**

This activity is similar to a housing trust

# SBCCOG LACAHSAs + Housing Trust Option

- Without a Housing Trust - Hawthorne and Inglewood – may be limited in how we can help them
  - Will encourage those cities to also apply for LACAHSAs agency funds
  - Option to wait for the Trust when a loan or other more complicated arrangement could be done – COG can only grant
  - Recommendation to come back at a future meeting
- In order to maximize our LACAHSAs funding – consider moving all LACAHSAs Production, Preservation, and Ownership activities into the SBCCOG Housing Trust JPA



# LACAHSAs Production, Preservation, and Ownership

- IF HOUSING TRUST
  - Housing Trust could work directly with developers on behalf of cities (pertinent for small cities)
    - Developers would know to come to a Trust
  - Cities must approve all projects funded by the Trust in their city
  - Benefits for all cities on LACAHSAs projects
  - Need to increase staffing and hire consultants
- NO HOUSING TRUST
  - Cannot implement full LACAHSAs Portfolio (Loans, Acquisitions, Ownership..)
  - Work directly with cities, but not work with developers on behalf of cities
  - LACAHSAs would still benefit all cities
  - Would still need to increase staffing and hire consultants

# Information You Need to Know to Decide

**Questions?**

**JOINT EXERCISE OF POWERS AGREEMENT**

**of the**

**SOUTH BAY REGIONAL HOUSING TRUST**

THIS JOINT EXERCISE OF POWERS AGREEMENT (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the public agencies listed in Exhibit A, attached hereto and incorporated herein by reference (each a “Party” and, collectively, the “Parties”).

**RECITALS**

- A. The Parties are authorized to and have a strong interest in promoting the health, safety, and welfare of the residents within their geographic boundaries.
- B. The Parties acknowledge that the State has declared the existence of a shortage of affordable housing.
- C. The Parties find it in their mutual interest to increase the availability of affordable housing, workforce housing and supportive housing and to reduce homelessness in a coordinated manner on a regional level.
- D. An adequate supply of housing throughout the South Bay subregion will provide social and economic benefits to residents and taxpayers of the Parties.
- E. California Government Code section 6500 *et seq.* (“Joint Exercise of Powers Act” or “Act”) permits two or more public agencies to create joint powers authorities for the purposes cited herein and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.
- F. The Parties find that each of them has the individual power to implement the housing projects contemplated by this Agreement making them eligible under the Act to enter into this Agreement.
- G. In 2022, the Act was amended by the addition of California Government Code section 6539.9, which expressly authorizes the creation of a South Bay Regional Housing Trust by way of approval of this Agreement in order to promote public-private partnerships, nonprofit collaborations and otherwise to fund housing to assist the homeless population and persons and families of extremely low, very low, and low income as defined in Section 50093 of the California Health and Safety Code within the South Bay subregion.

- H. This Agreement shall not be interpreted to limit any Party's authority over land use decision making or otherwise limit their respective sovereign powers within their respective jurisdictions.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the Parties agree as follows:

### **Section 1. Creation and Purpose.**

- (a) Creation of SBRHT. Pursuant to the Joint Exercise of Powers Act, including Government Code section 6539.9, there is hereby created a public entity to be known as the "South Bay Regional Housing Trust" ("SBRHT"). Pursuant to Section 6503.5 of the California Government Code, SBRHT shall be a public entity separate and apart from the Parties and shall administer this Agreement.
- (b) Purpose. This Agreement is made pursuant to the Joint Exercise of Powers Act for the purpose of creating the SBRHT as a public entity separate from the Parties to exercise common powers with respect to receiving and leveraging public and private financing and funds for the planning and construction of housing of all types and tenures for persons and families of extremely low-, very low-, and low- income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing. The purpose of this Agreement shall be accomplished, and common powers exercised in the manner set forth in this Agreement. Nothing contained in this Agreement shall preclude any Party from establishing, maintaining, or providing social programs or services to its respective residents as it deems proper and necessary.

### **Section 2. Term and Termination**

- (a) Term. This Agreement shall become effective, and SBRHT shall come into existence, upon the approval of this Agreement by the governing bodies of four eligible parties. The Effective Date will be the date of approval by the fourth party. This Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.
- (b) Termination. This Agreement may be terminated by agreement of a majority vote of the Parties. Upon termination of this Agreement, SBRHT shall be dissolved and, after payment of or provision for payment of all liabilities, the assets of SBRHT shall be distributed to the Parties in proportion to the contributions of each Party to SBRHT and the amounts paid by each Party in connection with SBRHT's activities.

### **Section 3. Powers and Duties of SBRHT.**

- (a) General Powers. SBRHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified, or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in this

Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code section 6539.9, and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of \_\_\_\_\_, a \_\_\_\_\_ city, in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, SBRHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

1. to make and enter into contracts;
2. to hire employees or contract for staff assistance, including but not limited to contracting with other public agencies;
3. to sue and be sued in its own name;
4. to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America, the State of California, Los Angeles County, a Party to this Agreement, or any other agency providing funding related to the purposes of this Agreement;
5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Exercise of Powers Act that is not required for the immediate necessities of SBRHT, as SBRHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
7. to incur and discharge debts, liabilities, and obligations, subject to the limitations set forth in this Agreement and to the extent permitted by law;
8. to assume ownership of affordability covenants governing a property from another entity in order to preserve the units as affordable;
9. to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
10. to employ and compensate legal counsel determined appropriate by SBRHT in carrying out the purposes of this Agreement;
11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by SBRHT in connection with the accomplishment of the purposes of this Agreement;

12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SBRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
13. for the purposes of renting space for SBRHT to operate, to lease to, and to lease from, a Party or any other person or entity, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SBRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
14. to solicit charitable contributions from private sources;
15. to acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and government entities;
16. to partner with Parties on funding solicitations and other opportunities for the purposes set forth in this Agreement, including but not limited to jointly exercising powers with a Party pursuant to the Joint Exercise of Powers Act;
17. to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by the SBRHT.
18. to propose amendments to this Agreement;
19. to the extent not herein specifically provided for, to exercise any and all other powers as may be provided for SBRHT in the Joint Exercise of Powers Act or any other applicable law; and
20. to carry out and enforce all the provisions of this Agreement.

(c) Limitation on Powers. This Agreement does not authorize SBRHT do any of the following:

1. Regulate land use within the jurisdiction of any of the Parties;
2. Levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of a development project;
3. Require or incentivize inclusionary zoning requirements;
4. Require the Parties to dedicate or assign funding for any SBRHT obligations or programs;

5. Fund or approve a housing project or program that is not supported by the governing body of the jurisdiction (a city or the county) in which the proposed project is sited;
6. Require the Parties to accept or provide any number of housing units as a prerequisite to joining or remaining a member of SBRHT; and
7. Affect the individual power of each Party separately to implement affordable housing projects and programs generated within its jurisdictional boundaries.

#### **Section 4. Members**

The members of SBRHT shall be the Parties to this Agreement, and such other public agencies as may join SBRHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Los Angeles and cities within the jurisdiction of the South Bay Cities Council of Governments may be a party to this Agreement and a member of SBRHT. The SBRHT bylaws may provide for affiliate memberships or other categories of membership for eligible entities which do not want to be full members.

#### **Section 5. Board of Directors**

- (a) Selection of Directors. SBRHT shall be governed by a Board of Directors selected as follows:
  1. One elected official from each Party to this Agreement, appointed by that Party's governing body and ratified by the governing board of the South Bay Cities Council of Governments. Each Party may also appoint one of its elected officials as an Alternate Director, who may serve in the absence of the Party's appointed Director.
  2. Two Directors that are experts in homelessness or housing policy appointed by the South Bay Cities Council of Governments City Managers Committee and ratified by the governing board of the South Bay Cities Council of Governments .
- (b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of SBRHT shall be vested in and exercised by, and its property and its affairs administered by, the Board of Directors.
- (c) Advisory Bodies. The Board of Directors may appoint advisory bodies that may include such persons as are designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory bodies should it determine in its discretion to appoint such advisory bodies.
- (d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any SBRHT policies or procedures governing the same.

(e) Term. Members of the Board shall serve for a two-year term. There is no limit to the number of consecutive terms members may serve. In the event of a vacancy, the Party whose appointee has vacated the position shall appoint a replacement within 60 days of the effective date of the vacancy, subject to ratification by the governing board of the South Bay Cities Council of Governments. The replacement will serve out the remainder of the term of the Director that they replaced. The two Directors that are experts in homelessness or housing policy may be removed with or without cause at any time by a majority vote of the Board of Directors.

(f) Meetings of the Board of Directors.

1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*
2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour, unless otherwise determined by the Board. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.
3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notice of special meetings shall be provided to all Parties.
4. Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Unless otherwise provided in this Agreement, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting.
5. Minutes. The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept and presented to the Board for approval at a subsequent meeting.
6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson

shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.

7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations, and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

## **Section 6. Staff and Treasurer**

### **(a) Staff**

1. SBRHT may contract with a Party or the SBCCOG for staff pursuant to Section 6(d), hire its own employees, or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of SBRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SBRHT's budget and are appropriated by SBRHT therefor.
2. None of the officers, agents, or staff, if any, directly contracted by SBRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

(b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.6, the Board of Directors shall appoint an officer or employee of SBRHT, or an officer or employee of a public agency that is a Party, or a certified public accountant to hold the offices of treasurer and auditor for SBRHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SBRHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of SBRHT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting all receipts and disbursements of SBRHT. The treasurer and auditor of SBRHT shall be required to file an official bond with the Board of Directors in an amount which shall be established by the Board. Should the existing bond or bonds or any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SBRHT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to SBRHT who shall perform such duties as may be prescribed by the Board.

### **(d) Administrative Services and Reimbursement of Costs.**

1. The Board of Directors may contract with a Party to provide necessary administrative services to SBRHT, including the services described in Section 6(a), (b) and (c). The amount charged by the Party to provide such services to SBRHT shall be fixed by

agreement between the Board of Directors and the governing body of the Party providing such services. In the absence of an agreement on costs, the Party providing services to SBRHT under this Section 6 may charge SBRHT the amounts necessary to recover the direct and indirect costs of such services.

2. If SBRHT contracts with a Party to provide SBRHT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of SBRHT or any other Party. This Section 6(d)(2) shall not preclude a Party providing administrative services to SBRHT pursuant to a contract with SBRHT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge SBRHT for providing such services.

## **Section 7. Financial Provisions**

(a) Fiscal Year. The Fiscal Year of SBRHT shall, unless and until changed by the Board of Directors, commence on the 1<sup>st</sup> day of July of each year and shall end on the 30<sup>th</sup> day of June of the next succeeding year except that the initial Fiscal Year of SBRHT shall commence on the Effective Date and end on the immediately following 30<sup>th</sup> day of June.

(b) Budget.

1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of the total membership of the Board of Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating SBRHT) and Program costs (i.e., the financing of the programs funded or sponsored by SBRHT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of the total membership of the Board.
2. Expenditures for the Approved Budget. The payment of all SBRHT obligations is limited to the amount of appropriations allowed in SBRHT's approved budget, except as it may be revised with the approval of a majority of the total membership of the Board of Directors.

(c) Contributions by the Parties.

1. Administrative Cost Contributions. In consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions (each a "Fee" and collectively the "Fees") towards the budgeted administrative costs of SBRHT as set forth in a duly adopted Board resolution. The Fees shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for all urban consumers in the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the SBRHT.

The invoice shall indicate how the Fees were calculated. A Party's contribution to SBRHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent.

2. Program Cost Contribution. The particular programs and program budget, funded, sponsored or operated by SBRHT, as well as the level of and mechanisms for the involvement of SBRHT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors.

(d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all SBRHT funds and accounts and report of all SBRHT receipts and disbursements. Without limiting the generality of the foregoing, SBRHT shall establish and maintain such funds and accounts as may be required by good government accounting practice. The books and records of SBRHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.
2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for SBRHT shall cause an annual independent audit of the accounts and records of SBRHT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.
3. Annual Financial Report. Pursuant to section 6539.9(d) of the Government Code, SBRHT shall publish an Annual Financial Report that shall describe the funds received by SBRHT and the use of such funds by SBRHT. The Annual Financial Report shall describe how the funds received by SBRHT have furthered the purposes of SBRHT.

- (e) Funds. Subject to the applicable provisions of any instrument or agreement which SBRHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse SBRHT funds, the person appointed by the Board of Directors to perform the treasurer function for SBRHT shall receive, have the custody of and disburse SBRHT funds as nearly as possible in accordance with generally accepted accounting principles, shall make the disbursements required by this Agreement in order to carry out any of the provisions or purposes of this Agreement.

**Section 8. Amendments.**

- (a) This Agreement may be amended or modified with the approval of two-thirds of all the Parties through formal action approving such an amendment by the Parties' respective governing bodies.
- (b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties as provided in subparagraph (a) of this Section.

**Section 9. Non-Liability for Obligations of SBRHT.**

- (a) The debts, liabilities, and obligations of SBRHT shall not be considered the debts, liabilities and obligations of any of the Parties or their respective officers, employees, agents or volunteers, or the personal debts, liabilities and obligations of the Directors, officers or employees of SBRHT.
  - 1. Indemnification. The SBRHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with SBRHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of SBRHT. The SBRHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The SBRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the SBRHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SBRHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with SBRHT in good faith to negotiate alternative means or mechanisms by which SBRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive SBRHT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless SBRHT for any Unfunded Liability.
  - 2. Assignment. Each Party shall assign to the SBRHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the SBRHT has met its obligations to defend and indemnify such Party pursuant to this Section.

3. Survival. SBRHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

## **Section 10. Admission and Withdrawal of Parties.**

- (a) Admission of New Parties. It is recognized that additional public agencies other than the original Parties, may wish to join SBRHT after the Effective Date. The County of Los Angeles and any city within the SBCCOG may become a Party to SBRHT upon such terms and conditions as are established by the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays a late joining fee. The late joining fee shall be calculated by totaling the annual fee the eligible entity would have paid under this Agreement had it been a Party in all years prior and up until the Effective Date. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from SBRHT.
- (b) Withdrawal from SBRHT. A Party may withdraw from SBRHT at any time upon its governing body's adoption of a resolution stating the Party's intent to withdraw from SBRHT and written notice of withdrawal accompanied by an executed copy of the resolution of intent to the SBRHT. The withdrawal of any Party, unless otherwise provided by the Board of Directors, shall be subject to the following prerequisites and conditions:
  1. The withdrawal shall be effective immediately upon receipt by the SBRHT of the written notice of withdrawal, subject to subsection (2) below.
  2. If the withdrawal notice is received by the SBRHT less than ninety (90) days before the start of a fiscal year or after the commencement of a fiscal year but before payment of that year's Section 7(c) contribution, the withdrawal shall not be effective unless and until the withdrawing Party has fully paid that fiscal year's contribution; otherwise, the notice of withdrawal shall be null and void.
  3. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that Party's rights and claims relating to distribution of property and funds upon termination of SBRHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Fees.
  4. Withdrawal of a Party will not relieve that Party of prior financial obligations of liabilities unless otherwise approved by the Board.

## **Section 11. Notices.**

- (a) Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed at the addresses set forth in Exhibit A, or to such other address as may be designated in writing to SBRHT for formal notice.

**Section 12. Miscellaneous.**

- (a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
- (b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
- (c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
- (d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the Agreement the Parties intended to enter into in the first instance.
- (e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties. No Party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

**Section 13. Sunset Date.**

In the event that a source of funding is not identified and funding not obtained to cover SBRHT's administrative costs on or before December 31, 2026, this Agreement will on that date expire automatically and be null and void without further action of the Parties.

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as follows:

(NAME OF CITY)

**PASSED AND ADOPTED** by the City Council of the City of Hawthorne at a meeting held on the 27th day of January, 2026.

\_\_\_\_\_  
ALEX VARGAS,  
MAYOR, CITY OF HAWTHORNE

ATTEST:

\_\_\_\_\_  
DAYNA S. WILLIAMS-HUNTER,  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
DAVID CACERES,  
INTERIM CITY ATTORNEY

## EXHIBIT A

Parties to this Agreement and their Addresses for notice pursuant to Section 11 are as follows:



**AGENDA ITEM NO. 11.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: Public Works

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**City Manager: Department Head:**

**SUBJECT:**

General Services Agreement between the County of Los Angeles and the City of Hawthorne.

**RECOMMENDED MOTION:**

Staff recommends that the City Council approve the General Services Agreement between the County of Los Angeles and the City of Hawthorne.

**DISCUSSION:**

This renewal will extend the City's current General Service Agreement with Los Angeles County for another five (5) years. This agreement enables the City to contract for general services including minor street repairs, traffic signal repairs and installation, safety lighting and maintenance, catch basin maintenance, emergency crew response, and other general maintenance services on an "as needed" basis.

The existing five-year General Service Agreement between the City and the County of Los Angeles expires on June 2026. Over the last five years, the City has continued to use the County's services provided for in the General Service Agreement. Staff works closely with the County regularly and is satisfied with the services that the City receives from it.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

The City shall continue to work closely with funding and regulatory agencies that support our infrastructure. City departments shall continue to work cooperatively to ensure that improvements to the infrastructure are kept apace of wear and tear as well as technological advances.

**FISCAL IMPACT:**

None. Funds for these services are available in the adopted Fiscal Year 2025-2026 budget and will be paid with approved and allocated funds for each year.

**NOTICING PROCEDURE:**

72 hours posted notice pursuant to the Ralph M. Brown Act.

**ATTACHMENTS**

General Agreement Services

## GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, July 1, 2026, is made by and between the County of Los Angeles, hereinafter referred to as the "County," and the City of Hawthorne, hereinafter referred to as the "City."

### RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

### THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2031, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2031, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2031, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

The City of Hawthorne,

By \_\_\_\_\_  
Mayor

ATTEST:

City Clerk

**THE COUNTY OF LOS ANGELES**

By \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

EDWARD YEN  
Executive Officer/Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Senior Deputy



**AGENDA ITEM NO. 12.**

**CITY OF HAWTHORNE**

**City Council**

**AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: Public Works

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**City Manager: Department Head:**

**SUBJECT:**

Final Acceptance of the First Contract Term and award of the Park Maintenance Services Contract extension to Martinez Landscape Co. Inc of Sylmar, CA.

**RECOMMENDED MOTION:**

Staff recommends that the City Council approve the final acceptance if the first street tree trimming contract term and exercise the option pursuant to section 6.1 of the contract agreement to ratify and authorize the first extension from December 2025 through December 2026, the second contract extension from December 2026 to December 2027, and the third extension from December 2027 through December 2028, with a 4% CPI Increase to Martinez Landscape Co. of Sylmar, CA.

**DISCUSSION:**

In March 2022, the City Council approved a three-year contract agreement between the City of Hawthorne and Martinez Landscape, Inc with 3 annual contract extension options for park maintenance services. The work includes refurbishing and supplying toilets, urinals, sinks, and removing and replacing restroom tile floors, refurbishing and supplying drinking fountains, repainting and repairing picnic tables, benches, and trash cans, refurbishing play areas including sand replacement, removing and replacing walkways, refurbishing baseball fields, basketball courts, and exercise equipment, and trimming and planting trees. Also included for City Facilities is repairing picnic tables, benches, trashcans, and refurbishing the wading pools.

Lastly, incorporated in the scope of work are emergency work crews and a 24/7 Emergency Response Hotline. The City negotiated a 4% increase to pace increasing labor, fuel, and material costs.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

This contract contributes to economic development in the City of Hawthorne by investing in the upkeep and modernization of parks and public facilities, which makes the city more attractive to residents, visitors, and potential investors. Well maintained parks and restrooms support community events, youth sports, and everyday use activities that increase foot traffic nearby local businesses.

**FISCAL IMPACT:**

None. Funds for this project in the estimated amount of \$373,976 are available in the adopted Fiscal Year 2025-26 budget and will be paid for with approved and allocated Measure A funds, Development Impact Fees, and general fund.

**NOTICING PROCEDURE:**

72 hours posted notice pursuant to Ralph M. Brown Act.

## **ATTACHMENTS**

Updated Fees



# MARTINEZ LANDSCAPE CO., INC

12357 SAN FERNANDO RD | SYLMAR, CA 91342 | PH: (818) 364-9188 | FAX: (818) 364-9958

## City Of Hawthorne

### Park Maintenance Services Project #22-01-Updated Price Sheet with 4% CPI Increase

Effective Date \_\_\_\_\_

Item #	Description (Park Area)	Unit	Original Price	4% CPI Price
1	Eucalyptus park	EA	\$ 1,500.00	\$ 1,560.00
2	Holly Glen Park	EA	\$ 1,000.00	\$ 1,040.00
3	Holly Park	EA	\$ 6,000.00	\$ 6,240.00
4	Memorial Park	EA	\$ 3,200.00	\$ 3,328.00
5	Jim Thrope Park	EA	\$ 4,000.00	\$ 4,160.00
6	Ramona Park	EA	\$ 1,000.00	\$ 1,040.00
7	Bicentennial Park	EA	\$ 1,000.00	\$ 1,040.00
8	Zela Davis Park	EA	\$ 1,500.00	\$ 1,560.00
9	Glasow Park	EA	\$ 2,000.00	\$ 2,080.00
10	118th Street and Doty ( pocket Park)	EA	\$ 300.00	\$ 312.00
11	K-9 Park	EA	\$ 500.00	\$ 520.00
12	<i>Betty Ainsworth Sports Center</i>	EA	\$ 1,000.00	\$ 1,040.00
13	<i>Community Gardens</i>	EA	\$ 10.00	\$ 10.40
14	<i>City Hall</i>	EA	\$ 1,000.00	\$ 1,040.00
15	<i>Municipal Pool</i>	EA	\$ 1,000.00	\$ 1,040.00
16	<i>Beach Boys Monument</i>	EA	\$ 100.00	\$ 104.00
<b>Parking and Hardscape areas, Basketball and Tennis Courts, Trash Enclosure, Snack Stand &amp; Restroom Facilities)</b>				
17	Steam Clean/Pressure Wash Hardscape Areas (sidewalks, patios)	LF	\$ 0.50	\$ 0.52
18	Steam Clean/Pressure Wash Litter/Trash Receptacles	EA	\$ 10.00	\$ 10.40
19	Steam Clean/Pressure Wash Picnic Tables	EA	\$ 25.00	\$ 26.00
20	Steam Clean/Pressure Wash Benches	EA	\$ 15.00	\$ 15.60
21	Furnish and install 36" Box Tree-Standard Trunk	EA	\$ 475.00	\$ 494.00



# MARTINEZ LANDSCAPE CO., INC

12357 SAN FERNANDO RD | SYLMAR, CA 91342 | PH: (818) 364-9188 | FAX: (818) 364-9958

22	Furnish and install 24" Box-Tree Standard Trunk	EA	\$ 235.00	\$ 244.40
<b><i>(Maintain Landscape Areas)</i></b>				
23	115th Street *Grevillea Ave. to Hawthorne Blvd.	EA	\$ 400.00	\$ 416.00
24	Intersection of Rosecrans Avenue and Aviation Blvd N/E, S/W, and S/E corners	EA	\$ 800.00	\$ 832.00
25	Rosecrans Avenue from Hindry Ave. to Aviation Blvd landscape on the northside, (behind the returning wall and private property. (± 5 Feet))	EA	\$ 1,200.00	\$ 1,248.00
26	Eucalyptus Avenue (Parking area adjacent to Public Works Yard)	EA	\$ 400.00	\$ 416.00
27	Park Yard (4623 Michu Lane)	EA	\$ 400.00	\$ 416.00
28	Public Works Yard (12501 Truro Avenue)	EA	\$ 800.00	\$ 832.00
29	116th Street *Gale Avenue to Eucalyptus Avenue	EA	\$ 200.00	\$ 208.00
<b><i>24/7 emergency tree service for storm and non-storm events and tree material removal</i></b>				\$ -
30	3 person crew plus equipment	HR	\$ 470.00	\$ 488.80
31	6 person crew plus equipment	HR	\$ 644.00	\$ 669.76
32	9 person and more plus equipment	HR	\$ 818.00	\$ 850.72
33	Emergency On-call Responder (Per worker, per hour)	HR	\$ 150.00	\$ 156.00



**AGENDA ITEM NO. 13.**

**CITY OF HAWTHORNE**

**City Council**

**AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: Public Works

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**City Manager: Department Head:**

**SUBJECT:**

Progress Payment #6 in the amount of \$1,393,758.04 due to Martinez Landscape Co., Inc of Sylmar, CA for the City of Hawthorne New City Yard (Project #24-02).

**RECOMMENDED MOTION:**

Staff recommends that the City Council approve this Progress Payment #6 to Martinez Landscape Co. Inc of Sylmar, CA.

**DISCUSSION:**

The work for the project includes adequate parking spaces for large and regular vehicles, a two-story building, a fuel-pumping station for gas and diesel vehicles, an above-ground propane tank, a mechanic station, wash down bays, hazardous material storage, welding area, general storage, employee restroom, and storage space for large city vehicles. Vehicle parking spaces will have a photovoltaic canopy above, as well as on all building rooftops. The two-story administration building will contain ground level storage, a public-facing entrance/vestibule, elevator, office, restrooms, and elevator equipment room. The second story will include City offices, training rooms, conference rooms, mail intake and sorting, and staff restrooms. The roof of the administration building will also hold a new radio tower and drone pad. Additionally, new sidewalks will be installed that are ADA compliant, along with driveways that provide entrance and exit to the facility. This project also consists of multiple trades, from low voltage electrical work to fueling station design & construction. This requires the awarding contractor to have multiple subcontractors for various works which include, but not limited to: low-voltage electrical work for the communication/security system, elevator construction and installation, mechanical lifts and pressure systems, fueling station design and installation, hazardous material storage construction, fire suppression system, standard plumbing, mechanical and electrical systems, ADA sidewalk construction, landscaping, etc. Any and all other additional, reduced or removed work will be made through negotiated change orders after the projects contract has been awarded in accordance with the bid documents.

The scope of work completed to date is as follows: the CMU perimeter wall erected, Building B2 exterior walls erected, and roof beams welded along with load-supporting vertical metal columns. Building B2 metal roof deck is welded on and inspected, building A1 interior steel beams/grade beams are installed and interior CMU walls are being formed, and building A2 column pads have been trenched, rebar placed and concrete poured to support the steel beams. A1 steel beams have been welded and inspected. Building A1 steel columns' foundation has been poured. Final concrete columns for the light & medium duty bays are being formed and poured this month. The fueling station's underground tanks are installed and the above-ground canopy and concrete pad are being worked on this month.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

This project is a result of the City working closely with funding and regulatory agencies to support and improve our infrastructure.

**FISCAL IMPACT:**

None. Funds for this progress payment in the amount of \$1,393,758.04 will be funded through the issuance of 2024 Lease Revenue Bonds (the "2024 Bonds"), Equipment Funds, Sewer Funds, Proposition A & C, and allocated funds from the 2024-2025 budget.

**NOTICING PROCEDURE:**

72 hours posted notice pursuant to the Ralph M. Brown Act

**ATTACHMENTS**

PP#6 Proj. #24-02

Honorable Mayor and City Council  
 City of Hawthorne  
 Hawthorne, CA 90250

27-January-2026  
 Council Date

RE: PROGRESS PAYMENT NO.6 FOR CITY OF HAWTHORNE NEW CITY YARD PROJECT #24-02

The following is a detailed breakdown of Progress Payment No.6 due to Martinez Landscape Co., Inc Sylmar, CA for work done on the subject through January 2025.

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	QTY OR % PREVIOUS	QTY OR % THIS ESTIMATE	AMOUNT THIS ESTIMATE	TOTAL QTY OR % TO DATE	TOTAL AMOUNT TO DATE
A	Building B2 structural walls erected, shop drawings reviewed and approved, trenching for underground utilities (electrical/plumbing). Building A2 footing excavated, compacted, rebar placed, concrete poured. Underground electrical conduit and plumbing lines excavated and placed/being placed. Building A1 leveling and compaction completed, to commence trenching for underground utility. Purchase of material and equipment include but not limited to electrical conduits, wiring, plumbing pipes, rebar, concrete, sand, steel, electrical box, receptacles, switches, etc.	LS	1	\$ 13,770,087.00	\$ 13,770,087.00	59%	11%	\$ 1,467,113.72	69%	\$ 9,536,239.24
1	Change Order #1: Redesign of the North metal roofed parking structure at the request of the City for the New City Yard Project. Work to be done includes the design & build of a solar panel shaded structure in the North portion of the New City Yard Project, including all needed materials/equipment/installation.	LS	1	\$ 901,050.30	\$ 901,050.30	0%	0%	\$ -	0%	\$ -
TOTAL CONTRACT AMOUNT					\$ 14,671,137.30					

TOTAL:	\$ 1,467,113.72	\$ 9,536,239.24
LESS RETENTION:	\$ 73,355.69	\$ 476,811.96
LESS PREVIOUSLY PAID:	\$ -	\$ 7,665,669.24
TOTAL AMOUNT DUE:	\$ 1,393,758.04	\$ 1,393,758.04

TOTAL AMOUNT DUE THIS 6TH PROGRESS PAYMENT:

ACCOUNT NUMBER:

600-3103-000-0-0-47304 \$ 1,000,000.00  
 600-3103-000-0-0-47404 \$ 393,758.04

*German Franco*

German Franco

Project Engineer



# MARTINEZ LANDSCAPE CO., INC

12357 SAN FERNANDO RD | SYLMAR, CA 91342  
PH: (818) 364-9188 | FAX: (818) 364-9958

## APPLICATION FOR PAYMENT

TO: City Of Hawthorne  
  
FROM: Martinez Landscape Co., Inc  
(Contractor)  
12357 San Fernando Rd. Sylmar, CA 91342  
(Remittance Address)

PROJECT NAME: New City Yard  
PROJECT ADDRESS: 12613 Doty Ave. Hawthorne, CA 90250  
PROJECT NO: #24-02

APPLICATION NO: 6  
APPLICATION DATE: 14-Jan-25  
PERIOD TO: 20-Jan-25  
0 CONTRACT START DATE: 0-Jan-00  
CONTRACT NUMBER: 24-02  
VENDOR ID NO: 0

### CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT AMOUNT .....	\$	<b>13,770,087.00</b>
2. Net Change by Change Orders .....	\$	<b>901,050.30</b>
3. CONTRACT AMOUNT TO DATE (Line 1 + Line 2) .....	\$	<b>14,671,137.30</b>
4. TOTAL COMPLETED & STORED TO DATE .....	\$	<b>9,536,239.25</b>
<small>(Column G on Continuation Sheet)</small>		
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Line 4)		<b>\$ 476,811.96</b>
<hr/>		
TOTAL RETAINAGE .....	\$	<b>476,811.96</b>
6. TOTAL EARNED LESS RETAINAGE .....	\$	<b>9,059,427.28</b>
<small>(Line 4 less Line 5 Total)</small>		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$	<b>7,665,669.24</b>
<small>(Line 6 from prior Application for Payment)</small>		
8. CURRENT PAYMENT DUE (Line 6 less Line 7) .....	\$	<b>1,393,758.04</b>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) .....	\$	<b>5,611,710.02</b>

### CERTIFICATION

Under penalty of perjury under the Laws of California, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all Work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract on this project; that all of the information set forth herein or attached hereto is a true and correct statement of the Contract Amount and the Contract Time up to and including the last day of the period covered by this invoice, and that no part of the "Current Payment Due" has been received.

Contractor: Martinez Landscape Co., Inc  
(Please print name of company)

Paulette Martinez (Name and title)  
(Contractor's Signature)      01/14/2025  
(Date)

### Owner Use Only:

10. TOTAL WITHHOLDS (from Owner Assessment Summary): .....	\$	_____
11. TOTAL RELEASES (from Owner Assessment Summary): .....	\$	_____
12. ADJUSTED PAYMENT AMOUNT: .....	\$	<b>1,393,758.04</b>

### REVIEWED AND APPROVED AS PER TERMS OF CONTRACT

\_\_\_\_\_  
Owner's Authorized Representative      (Signature)      (Date)



**AGENDA ITEM NO. 14.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: City Manager

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**City Manager: Department Head:**

**SUBJECT:**

Amendment of Measure A Memorandum

**RECOMMENDED MOTION:**

Approve the Memorandum of Understanding (MOU) between the City of Hawthorne and the South Bay Cities Council of Governments (SBCCOG) regarding the use of Los Angeles County Measure A funds for homelessness-related services; authorize the Mayor to execute the MOU; and authorize the City Manager or designee to execute future amendments, exhibits, or administrative modifications to the MOU, subject to non-substantive changes and funding availability.

**DISCUSSION:**

Approval of this amendment ensures that the MOU accurately reflects current Measure A funding levels while allowing the City to continue providing homelessness-related services within the revised budget. Program scopes, reporting requirements, and performance metrics will remain consistent with SBCCOG and County requirements, subject to the adjusted funding levels. Since execution of the original MOU, updated funding projections and program needs have resulted in a revised allocation amount for the City of Hawthorne. SBCCOG has adjusted the Measure A distribution to reflect updated regional funding assumptions and program participation levels. As a result, an amendment to the MOU is required to formally reduce the City's allocation and align the agreement with the revised funding amount.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

N/A

**FISCAL IMPACT:**

This Amendment reduces the city's Measure A allocation from \$258,000 to \$246,000

**NOTICING PROCEDURE:**

72 hours' notice pursuant to the Ralph M. Brown Act.

**ATTACHMENTS**

SBCOOG Agreement

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE  
CITY OF HAWTHORNE REGARDING USE OF SBCCOG’S ALLOCATED COUNTY  
OF LOS ANGELES MEASURE A FUNDS.**

This Memorandum of Understanding (“MOU”) created in 2025, is between the South Bay Cities Council of Governments (“SBCCOG”), a joint powers authority, and the City of Hawthorne, a chartered municipal corporation, (collectively, the “Parties”).

**RECITALS**

- A. As a regional administrator, the SBCCOG receives homelessness funding, including the November 5, 2024, Los Angeles County voters approved Measure A half-cent sales tax which repealed and replaced Measure H. Measure A provides continuous funding to address homelessness with housing and services.
- B. On March 25, 2025, the Board of Supervisors adopted the Local Solutions Fund (LSF) funding formula as part of the Measure A requirements, which is based 90% on a region’s Point-in-Time Homeless Count (2-year average) and 10% on a region’s low-income population percentage. Based on this formula, the SBCCOG is projected to receive \$3,048,204 in the first year (FY25/26). Because the SBCCOG has outperformed most other regions in Los Angeles County in resolving instances of homelessness, the SBCCOG anticipates our region’s LSF funding will decrease over time due to the homeless count component of the funding formula.
- C. In addition, to LSF programming, the SBCCOG will receive funding from the Los Angeles County Affordable Housing Solutions Agency (LACAHSAs) as an eligible jurisdiction per SB 679. The SBCCOG anticipates roughly \$11 million annually in funding for (1) housing production, preservation, and ownership; (2) renter protection and homeless prevention; (3) technical assistance. With this programming, the SBCCOG expects to reduce the inflow of households into homelessness and make housing more affordable for vulnerable households.
- D. Due to the modest amount of homeless services funding it receives, the SBCCOG has budgeted the majority of its funds into programs that all of our cities can participate in, including but not limited to:
  - a. Financial and Rental Assistance (application fees, security deposits, time limited subsidies, and other just-in-time funding)
  - b. SHARE! Housing to Employment (group homes)
  - c. Motel and SRO Bed Leasing
  - d. Housing Specialist (landlord engagement)
- E. In addition to these shared services, the SBCCOG Board of Directors will also approve City-specific program allocations using LSF, LACAHSAs, and other funding sources (“Fundings”).

- F. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to program funding allocated solely to the City of Hawthorne.

## **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the SBCCOG and the City hereto agree as follows:

### **I. TERM:**

This MOU shall be effective as of August 13, 2025, and shall remain in full force and effect until June 30, 2031 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the Los Angeles County Contract Number HI-25-018 (Exhibit 1 County Contract) and the LACAHSAs/SBCCOG Contract (Exhibit 2 LACAHSAs Contract). This MOU is contingent upon SBCCOG receiving funding from its Funders, and is subject to review during each funding year of the term. In the event that funding from the Funders is terminated, the termination of this Agreement shall be effective upon notice from SBCCOG.

Note, different Scope of Works (“SOW”) in the Exhibits may have different SOW Start Dates. The SOW’s Start Date will govern the commencement of that SOW’s activity and billing. No activity shall be billed prior to the Start Date.

### **II. CITY RESPONSIBILITIES:**

- A. The City shall use the allocated funding in adherence with the Scope of Work in Exhibit 3, 4, and any subsequent added or amended Scope of Work.
- B. The City shall adhere to the budget specified in Exhibit 3 and 4.
- C. The City shall fulfill performance and reporting requirements to SBCCOG in accordance with Exhibit 3 and 4. Failure to comply with any invoicing and reporting requirements and deadlines may result in forfeiture of reimbursement claims.
- D. The City hereby warrants, represents, and covenants that it will comply with all applicable local, state, or federal guidelines, regulations, requirements, and statutes and/or as required under the laws or regulations relating to the source of the Measure A Funds to be transferred by the County/LACAHSAs to the SBCCOG to the City pursuant to this MOU, and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU. Please see Exhibit 1 and 2 for County/LACAHSAs Measure A requirements.
- E. The City shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU. SBCCOG shall have access to the records upon request.

**III. SBCCOG RESPONSIBILITIES:**

- A. The SBCCOG will make available to the City the budget amount specified in Exhibits 3 and 4.
- B. The SBCCOG shall monitor the City's Programs for adherence to Exhibits 3 and 4.
- C. The SBCCOG shall provide the City with a reporting template format for the submission of monthly reports in accordance with Exhibits 3 and 4.
- D. The SBCCOG shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU.

**IV. FUTURE PROGRAMS:**

- A. The Parties may attach Amendments to this MOU to modify, subtract or add programs, subject to the Parties approval.

**V. THIRD PARTY LIABILITY AND INDEMNIFICATION:**

- A. The Parties agree to indemnify, defend, and hold harmless each other, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each entity arising from or related to this MOU. Neither entity shall indemnify the other entity for that other entity's own negligence or willful misconduct.
- B. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Government Code Section 895), each of the entities parties hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2. To achieve the above stated purpose, each entity indemnifies, defends, and holds harmless each entity for any liability, cost, or expense that may be imposed upon such other entity solely by virtue of Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereof as if incorporated herein.

**VI. MISCELLANEOUS:**

- A. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each entity; provided, however, neither entity may assign its respective rights or obligations under this MOU without prior written consent of the other entity.

- B. This MOU (including for the purpose of clarity, the recitals, to this MOU), contains the entire agreement between the SBCCOG and the City with respect to the matters herein, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein and referred to herein.
- C. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the authorized representative from each entity; no oral understanding or agreement not incorporated herein shall be binding on either of the entities.
- D. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
- E. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given to the individuals identified for each entity. Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received.

**South Bay Cities Council of Governments:**

South Bay Cities Council of Governments  
357 Van Ness Way, Suite 110  
Torrance, CA 90501  
Attn: Jacki Bacharach  
Jacki@southbaycities.org

**City of Hawthorne:**

City of Hawthorne  
4455 W 126<sup>th</sup> St, Hawthorne, CA 90250  
Hawthorne, CA 90250  
Attn: Dulce Medina  
dmedina@cityofHawthorne.org

- F. If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.
- G. The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this MOU. In the event of any legal action to enforce or interpret this MOU, the laws of the State of California shall apply and the Venue shall be Los Angeles County.
- H. Either entity shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other entity, and provided further that such

nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the entity not performing.

- I. The City shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the SBCCOG (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by City, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$1,000,000.00; (4) worker's compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater; and (5) comprehensive crime insurance with a minimum limit of \$1,000,000.00. SBCCOG and participating public agencies, their respective officers, employees, attorneys, staff consultants, and volunteers shall be named as additional insureds on the policy (ies) as to comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the SBCCOG shall be excess insurance only.
- J. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving SBCCOG thirty (30) day's prior written notice thereof. The City agrees that it will not cancel, reduce or otherwise modify the insurance coverage.
- K. All policies of insurance shall cover the obligations of the City pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the SBCCOG; and shall be placed with a current A.M. Best's rating of no less than A VII.
- L. The City shall submit to SBCCOG (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.
- M. Authority and Signatures: The individuals signing this MOU, and its exhibits, which are incorporated herein by reference, have the authority to commit the entity they represent to the terms of this MOU, and do so commit by signing.

**(Signatures on Following Page)**

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

By: \_\_\_\_\_  
Bernadette Suarez, SBCCOG Chair

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

ATTEST:

By: \_\_\_\_\_  
Jacki Bacharach, Executive Director/Board Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael Jenkins, Legal Counsel

**CITY OF HAWTHORNE**

By: \_\_\_\_\_  
Alex Vargas, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Dayna Williams-Hunter, City Clerk

**EXHIBIT 1: COUNTY CONTRACT**

See attached.

**EXHIBIT 2: LACAHSА CONTRACT**

See attached.

# EXHIBIT 3: HAWTHORNE CASE MANAGEMENT AND OUTREACH SERVICES SCOPE OF WORK

## I. BUDGET AND START DATE

The total annual program budget is \$160,000; of which \$18,400 will go towards administrative costs defined as costs necessary to support the City’s case management and outreach program implementation, including meeting supplies, cellphone and internet/communication services, mileage reimbursement, office supplies, furniture, equipment, and office space rent. The Start Date begins August 13, 2025.

Based on current workforce standards, the accepted minimum pay scale for Case Managers under this program is \$55,000 to \$78,000. The SBCCOG is recommending for all its contracts, the following minimum benchmark on pay for these positions:

- Peer support specialist: \$45,000 - \$55,000
- Case manager: \$55,000 - \$72,000
- Intensive case manager (ICMS): \$55,000 - \$78,000
- Program supervisors: \$65,000 - \$80,000
- Program manager: \$75,000 - \$87,000
- Un-Licensed Clinical Social Worker: \$72,000 - \$92,000
- Licensed Clinical Social Worker: \$105,000 - \$150,000

## II. SCOPE OF WORK

**Program Description:** The Hawthorne Case Management and Outreach Services program will hire/contract 2 case managers, who will provide a holistic, client-centered approach as they conduct outreach and assist engaged clients with their health, mental health, and housing stability. Included below is the expected Scope of Work (SOW) for the City as required by this MOU and the County Contract.

*Table 1. Detailed Scope of Work*

Scope of Work	Expected Tasks
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Hawthorne Case Management and Outreach Services

- Outreach people experience homelessness (PEH) in Hawthorne and conduct regular check-ins with clients to monitor progress, address challenges, and help reassess goals and next steps
  - Identify client needs related to substance use, mental health, and housing
  - Enroll clients, as needed in supportive services, such as substance use treatment, mental health services from LA County Department of Mental Health and the Hawthorne Access Center, and social services like General Relief
  - Identify and place PEH in interim housing
  - Support housing-ready clients to complete applications, as applicable, to place them in permanent supportive housing or other permanent housing situations
  - Maintain records of all services provided to PEH
  - Collect, manage, and submit monthly data reports and comply with deadlines specified by the SBCCOG for time-specified submittal and delivery of information
  - Attend regular meetings with the SBCCOG to case conference, problem solve, and identify housing options for clients on caseload
- 

The Provider will ensure that the following staff requirements for Housing Focused Case Managers are met:

1. Criminal Clearances and Background Investigations: Contractor shall ensure that criminal clearances and background investigations have been conducted for all staff working on this contract.
2. Language Ability: Contractor shall ensure that all staff can read, write, speak and understand English in order to conduct business within SPA 8.
3. Service Delivery: Contractor shall ensure that all direct service staff providing supportive services in a manner that effectively responds to differences in cultural beliefs, behaviors, learning, and communication styles within the community where Contractor proposes to provide services.
4. Driver's License and Automobile Insurance: Contractor shall maintain current copies of driver's licenses, including current copies of proof of auto insurance that meets the minimal automobile liability prescribed by law for any and all staff providing transportation to residents.
5. Driving Record: Contractor shall ensure any staff that provides transportation to residents has a safe driving record. They will maintain copies of drivers' Department of Motor Vehicles (DMV) printouts for any and all staff providing transportation to residents. Reports will be available to the SBCCOG upon request.
6. Experience: Contractor shall be responsible for securing and maintaining staff who possess sufficient experience and expertise necessary to provide the services required in this SOW.

### **III. INVOICES AND REPORTING**

The City shall submit monthly invoices and reports by the 10<sup>th</sup> of the month immediately following the month performed in accordance with this Exhibit as follows for each fiscal year this MOU is active. If the 10<sup>th</sup> falls on a weekend, the City shall submit the invoice and monthly report on the Friday before.

Monthly reports will include metrics that are outlined in Sections (A) Key Performance Indicators and (B) Supplemental Monthly Reporting Metrics.

Reports and invoices from the City to the SBCCOG must contain the information set forth in this MOU and applicable portions of the County Scope of Work, project description, and budget. Reports and invoices must describe tasks, deliverables, goods, services, work hours, indirect costs, and/or other work for which payment is claimed.

***A. Key Performance Indicators (KPIs)***

The program will be evaluated on the KPIs as outlined in the County Contract and in Table 2 below. The City will report these metrics monthly for each fiscal year this MOU is active.

***Table 2. Key Performance Indicators***

<b>Key Performance Indicators</b>	<b>Target Outcome</b>	<b>Timeline</b>
Number of PEH placed in IH	24	Annually
Number of PEH placed PH (including reunification)	24	Annually
Number of PEH linked to behavioral health services	24	Annually

Each case manager will have 36 unduplicated cases a year.

***B. Supplemental Monthly Reporting Metrics***

In addition, City’s Monthly Report will include additional metrics and outcomes (Table 3), including progress on behavioral health plans, participants’ housing timeline, including any anticipated housing dates. The report shall include other data including demographic data and service linkages that can be queried in HMIS. This reporting will help the COG monitor the program’s progress and aid the operations where needed to ensure that metrics are met.

***Table 3. Supplemental Monthly Reporting Metrics***

<b>Additional Monthly Reporting Data</b>	<b>Details</b>
Number of PEH on caseload	Unduplicated clients currently on case managers’ active caseload
Year to Date (YTD) number of PEH placed in IH	Cumulative number of individuals placed in available shelter, safe parking, motel and other IH to date (as of reporting)
Year to Date (YTD) number of PEH placed in PH	Cumulative number of individuals placed in a permanent housing situation, including reunification
Number of clients experiencing behavioral health challenges	Unduplicated clients with behavioral health services challenges per month. This includes substance use disorders/mental illness
Number of clients actively receiving behavioral health services	Unduplicated clients with behavioral health services per month. This includes services from DMH, the Hawthorne Access Center, or other services/treatment.

### **C. Additional Data Needs**

As part of SBCCOG's program, the SBCCOG may request additional data points to create reports to advocate for housing, income and shelter resources to our cities. Data points will include, but are not limited to:

- How long the client has been in their city
- Inflow/Outflow of street homeless individuals and families in the service areas
- Demographic characteristics such as:
  - Race/Ethnicity
  - Income Levels
  - Veteran Status
  - Age
- Point of Contact
- Off-Street Housing Attainment
  - Shelters
  - Hotels/Motels
  - Transitional Housing
  - Shared or Bridge Housing
  - Skilled Nursing Homes
  - Problem Solving
- Detox/Substance Use Treatment/Rehabilitation
- Mental Health Service Referrals
- Other additional information that can provide actionable data outcomes

The SBCCOG will work with the City to gather this information in a flexible and not burdensome manner.

## EXHIBIT 4: HAWTHORNE HOUSING NAVIGATION SCOPE OF WORK

### I. BUDGET

The total annual program budget is \$80,000; of which \$9,200 will go towards administrative costs defined as costs necessary to support the City’s case management and outreach program implementation, including meeting supplies, cellphone and internet/communication services, mileage reimbursement, office supplies, furniture, equipment, and office space rent. The Start Date begins August 13, 2025.

Based on current workforce standards, the accepted minimum pay scale for Case Managers under this program is \$55,000 to \$78,000. The SBCCOG is recommending for all its contracts, the following benchmark on pay for these positions:

- Peer support specialist: \$45,000 - \$55,000
- Case manager: \$55,000 - \$72,000
- Intensive case manager (ICMS): \$55,000 - \$78,000
- Program supervisors: \$65,000 - \$80,000
- Program manager: \$75,000 - \$87,000
- Un-Licensed Clinical Social Worker: \$72,000 - \$92,000
- Licensed Clinical Social Worker: \$105,000 - \$150,000

### II. SCOPE OF WORK

**Program Description:** The Hawthorne Housing Navigation program will hire 1 Housing Navigator at the Hawthorne Access Center to provide a holistic, client-centered approach as they complete case management for PEH and individuals or households at risk of homelessness. They will assist with placing people in interim and/or permanent supportive housing. In addition, they will perform other coordination and case management services. Included below in Table 1 is the expected Scope of Work (SOW) for the City as required by this MOU and the County Contract.

*Table 1. Detailed Scope of Work*

Scope of Work	Expected Tasks
Hawthorne Housing Navigation	<ul style="list-style-type: none"><li>- Outreach people experience homelessness (PEH) in Hawthorne and provide services at the Hawthorne Access Center</li><li>- Complete housing and services plans with PEH clients</li><li>- Conduct regular check-ins with clients to monitor progress, address challenges, and help reassess goals and next steps</li><li>- Enroll clients in supportive services, such as General Relief (GR) and Supplemental Security Income (SSI)</li><li>- Identify PEH and households at risk of homelessness to complete applications, as applicable, to place them in permanent supportive housing or other permanent housing situations</li><li>- Connect PEH with interim or permanent housing option that best fits their current needs</li></ul>

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- Support PEH to complete applications, as applicable, to place them in permanent housing situations
  - Maintain records of all services provided to PEH
  - Collect, manage, and submit monthly data reports and comply with deadlines specified by the SBCCOG for time-specified submittal and delivery of information
  - Attend regular meetings with the SBCCOG to case conference, problem solve, and identify housing options for clients
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The Provider will ensure that the following staff requirements for Housing Focused Case Managers are met:

1. Criminal Clearances and Background Investigations: Contractor shall ensure that criminal clearances and background investigations have been conducted for all staff working on this contract.
2. Language Ability: Contractor shall ensure that all staff can read, write, speak and understand English in order to conduct business within SPA 8.
3. Service Delivery: Contractor shall ensure that all direct service staff providing supportive services in a manner that effectively responds to differences in cultural beliefs, behaviors, learning, and communication styles within the community where Contractor proposes to provide services.
4. Driver's License and Automobile Insurance: Contractor shall maintain current copies of driver's licenses, including current copies of proof of auto insurance that meets the minimal automobile liability prescribed by law for any and all staff providing transportation to residents.
5. Driving Record: Contractor shall ensure any staff that provides transportation to residents has a safe driving record. They will maintain copies of drivers' Department of Motor Vehicles (DMV) printouts for any and all staff providing transportation to residents. Reports will be available to the SBCCOG upon request.
6. Experience: Contractor shall be responsible for securing and maintaining staff who possess sufficient experience and expertise necessary to provide the services required in this SOW.

### **III. INVOICES AND REPORTING**

The City shall submit monthly invoices and reports by the 10<sup>th</sup> of the month immediately following the month performed in accordance with this Exhibit as follows for each fiscal year this MOU is active. If the 10<sup>th</sup> falls on a weekend, the City shall submit the invoice and monthly report on the Friday before.

Monthly reports will include metrics that are outlined in Sections (A) Key Performance Indicators and (B) Supplemental Monthly Reporting Metrics.

Reports and invoices from the City to the SBCCOG must contain the information set forth in this MOU and applicable portions of the County Scope of Work, project description, and budget. Reports and invoices must describe tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

**A. Key Performance Indicators (KPIs)**

The program will be evaluated on the KPIs in Table 2, as outlined in the County Contract. The City will report these metrics monthly for each fiscal year this MOU is active.

**Table 2. Key Performance Indicators**

Key Performance Indicators	Target Outcome	Timeline
Number of PEH placed in PH	16	Annually
Number of individuals served that retain housing or transition directly into other PH	12	Annually

Minimum annual case load for this position will be 80 cases.

**B. Supplemental Monthly Reporting Metrics**

In addition, City’s Monthly Report will include additional metrics and outcomes (Table 3), including progress on enrollment in supportive services, participants’ housing timeline, including any anticipated housing dates. The report shall also include other data including demographic data and service linkages that can be queried in HMIS. This reporting will help the COG monitor the program’s progress and aid the operations where needed to ensure that metrics are met.

**Table 3. Supplemental Monthly Reporting Metrics**

Additional Monthly Reporting Data	Details
Year to Date (YTD) number of PEH placed in permanent housing	Cumulative number of unique individuals placed in permanent housing situation to date
Year to Date (YTD) number of Individuals retained housing	Cumulative number of unique individuals retained their housing situation to date
Number of clients on caseload	Unduplicated clients currently on case managers’ active caseload. Include a breakdown of clients who are currently experiencing homelessness and those who are at risk seeking prevention services per month
Number of clients enrolled in supportive services	Unduplicated clients enrolled in supportive services by the Housing Navigator, including but not limited to GR, SSI, and mental and behavioral health services
Notes and success stories	What action steps have you taken to ensure the program’s KPIs are achieved? What is working? What are 3 challenges?

**D. Additional Data Needs**

As part of SBCCOG's program, the SBCCOG may request additional data points to create reports to advocate for housing, income and shelter resources to our cities. Data points will include, but are not limited to:

- How long the client has been in their city
- Inflow/Outflow of street homeless individuals and families in the service areas
- Demographic characteristics such as:
  - Race/Ethnicity
  - Income Levels
  - Veteran Status
  - Age
- Point of Contact
- Off-Street Housing Attainment
  - Shelters
  - Hotels/Motels
  - Transitional Housing
  - Shared or Bridge Housing
  - Skilled Nursing Homes
  - Problem Solving
- Detox/Substance Use Treatment/Rehabilitation
- Mental Health Service Referrals
- Other additional information that can provide actionable data outcomes

The SBCCOG will work with the City to gather this information in a flexible and not burdensome manner.



**AGENDA ITEM NO. 15.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: City Manager

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**SUBJECT:**

C Line Extension - Supervisor Holly Mitchel Proposal - A. Monteiro

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**AGENDA ITEM NO. 16.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: City Manager

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**SUBJECT:**

Hawthorne Municipal Pool - Group Rental Use During Public Recreation Swim - A. Reyes English

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**AGENDA ITEM NO. 17.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: City Manager

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**SUBJECT:**

Protocols for Requests for Recognitions and Proclamations - K. Manning

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**AGENDA ITEM NO. 18.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: City Manager

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**SUBJECT:**

Review and Revision of Requirements for City-Sponsored and Council-Hosted Events - K. Manning

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**AGENDA ITEM NO. 19.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026  
Originating Department: City Attorney

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**SUBJECT:**

Proposed Leafletting Ordinance - S. Lask

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**AGENDA ITEM NO. 20.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: City Manager

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**SUBJECT:**

Request for Study Session - Code of Conduct for Elected Officials - F. Johnson

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**AGENDA ITEM NO. 21.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026

Originating Department: City Manager

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**SUBJECT:**

Black History Month Recognition -- Proclamation(s) for the February 24, 2026, Council Meeting -- A. Monteiro

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**AGENDA ITEM NO. 22.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026  
Originating Department: City Manager

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**SUBJECT:**

Annual Autism Walk -- April 26, 2026 - A. Monteiro

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**AGENDA ITEM NO. 23.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 01/27/2026  
Originating Department: City Attorney

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**SUBJECT:**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
(Pursuant to Gov. Code Section 54956.9(d)(1))

Name of Case: *Jesus Ruan v. City of Hawthorne, et al.*  
LASC Case No. 25TRCV00438

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