



CITY OF HAWAIIAN GARDENS
COMMUNITY DEVELOPMENT DEPARTMENT
WINDOW SECURITY BAR REMOVAL PROGRAM



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I. PROGRAM OVERVIEW

The intent of the Window Security Bar Removal Program is to create a voluntary program intended to improve the aesthetic of homes, increase curb appeal, and enhance the overall appearance of the City's neighborhoods while boosting community pride.

Funding for the Program comes from the City's general fund. There are no income limits for this Program. The Program is available to any City of Hawaiian Gardens resident who has security bars on the windows of their property that are visible from the street. Improvements to the front yard setback area will generally have priority. This is a voluntary Program and is not mandatory for the removal of security bars from windows.

The City of Hawaiian Gardens may provide Program assistance to the following residential properties:

- ✓ Single Family Properties
- ✓ Mobile Home Properties
- ✓ Duplex Properties
- ✓ Condominium Properties

II. PROGRAM SERVICES

The City of Hawaiian Gardens Window Security Bar Removal Program provides financial assistance to residents who wish to remove existing security bars from the windows of their home. Program assistance will be available for single family properties, mobile home properties, duplex properties, and condominium properties.

As an incentive, the Program will provide financial assistance for the installation of security cameras. The applicant may qualify to receive 4-8 cameras installed on their property depending on the configuration of their home. A property inspection of the home will be conducted to determine the number of cameras the property may require. Applicants who choose to have security cameras installed will not be required to have internet service or a home computer. This is a low maintenance Program for which the resident should not anticipate a monthly maintenance fee for the camera(s) installed. The camera installation will be standard residential grade, low maintenance service, and

traditional category 5 wiring, in which wires will be concealed where possible. Program applicants will also receive a monitor and provide shelving where the process of the camera installation can be concealed.

Applicants who choose to have their security bars removed from their windows but decline the installation of security cameras on their property will have the option to receive other Program services including:

- New window(s)
- New security door
- Landscaping
- Any other aesthetic improvement approved by the Community Development Director

A. FINANCIAL ASSISTANCE

The City of Hawaiian Gardens Window Security Bar Program will offer a grant of up to \$4,000 to eligible applicants. The grant will cover the removal of security bars from windows and any other Program services such as installation of security cameras, new windows, security door, landscaping or any other aesthetic improvement approved by the Community Development Director. Applicants will not be required to pay back the financial assistance received.

1. Funds will be made available on a “First Come, First Served” basis according to need. Funding for this program will be allocated from the City of Hawaiian Gardens general fund.
2. Program Staff ⁱ will determine the amount of funding or scope of work for each project depending on its ability to meet Program goals and priorities.
3. Applicants receiving financial assistance under this Program will be required to sign a form acknowledging that they will not be allowed to reinstall the security bars on their window(s) after they have been removed. By signing the mandatory form, the Applicant will also agree to repay the grant if they decide to reinstall the security bars on their windows.
4. Applicants who receive financial assistance under this Program may still be eligible to apply for a Beautification Program Grant to rehabilitate their home. However, the grant amount received through the Window Security Bar Removal Program will later be deducted from any subsequent assistance received from the Beautification Program.

III. PROGRAM ELIGIBILITY

There are no income limits for this Program. All City of Hawaiian Gardens Residents are encouraged to apply. Assistance is available for both owner occupied and tenant occupied properties. City of Hawaiian Gardens employees also qualify under this Program.

A. CITY OF HAWAIIAN GARDENS EMPLOYEE ELIGIBILITY

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

B. OWNER OCCUPIED AND ABSENTEE LANDLORD PROPERTY ELIGIBILITY

The following standard provisions pertain to owner occupied and absentee landlord properties.

1. Tenants in rental properties must receive the Property Owner's written approval to apply for this grant.
2. Before a Property Ownerⁱⁱ may receive assistance from the Program, they must sign a Restrictive Covenantⁱⁱⁱ, in which they will agree not to sell, transfer title, or refinance their property for five (5) years from the date the project is finalized. Program Staff will have the Restrictive Covenant recorded at the Los Angeles County Registrar-Recorder/County Clerk Main Office. All recording fees will be deducted from the Applicant's maximum grant amount. If they break this agreement, they must pay a pro-rated amount of the grant they received. The Restrictive Covenant shall be removed after a five (5) year period, at which time the Property Owner will no longer have to pay back any funds to the City of Hawaiian Gardens.

IV. HOW TO PARTICIPATE IN THE PROGRAM

Participation in this program is a process that includes: completing a program application to be placed on the waiting list, and establishing an eligible scope of work for approval. Program Staff will serve as liaison between the applicant and the Contractor. The City will facilitate each stage of the participation process.

WAITING LIST

All persons who apply for financial assistance under the program will be placed on the program waiting list based on the time and date their application is received. Applicants will be selected from the waiting list on a first-come-first-served basis. Projects are subject to funding availability once the applicant's name reaches the top of the list.

WAITING LIST PROVISIONS

- i. The submission of a program application does not guarantee assistance under the Window Security Bar Removal Program.
- ii. Applicants/Property Owners that are being offered assistance may not request to swap assistance for another property regardless of its waiting list status. The Applicant/Property Owner must submit an application and wait their turn on the waiting list to receive assistance for any property they wish to receive assistance.
- iii. If there is a change of Property Owner(s) or Tenant(s) while on the program waiting list, the new residents must reapply for assistance.
- iv. The City of Hawaiian Gardens Staff will notify applicants of their status on the waiting list per request.

OPENING THE WAITING LIST

- i. The City of Hawaiian Gardens will provide public notice via publication in local newspapers/newsletters, the city's website, and/or other suitable media when opening the waiting list to accept new applications.

CLOSING THE WAITING LIST

- i. The City of Hawaiian Gardens may stop accepting applications at any time under the discretion of the Community Development Director.

- ii. If the waiting list wait period is deemed excessive or the applications received exceed the Program's funding capabilities for current or future fiscal years, Staff may stop accepting new applications until further notice.

WAITING LIST NOTICES

- i. Applicants on the waiting list will receive up to two (2) notices when their name reaches the top of the list. A third or final notice will be given for any non-compliance or lack of response in a prompt manner to the following:
 - a. The Applicant/Property Owner does not have the required documents available for completion of their application.
 - b. The Applicant/Property Owner's dwelling unit is not brought up to and/or maintained at a level of readiness and accessibility to allow the project to proceed.
 - c. If the Applicant/Property Owner is non-compliant or non-responsive, the Property Owner will be notified in writing that they are being removed from the waiting list and will not receive assistance. Subsequently, the next Applicant/Property Owner on the waitlist will be contacted.

V. YOU ARE APPROVED, WHAT'S NEXT?

After determining eligibility, Staff will coordinate with the Applicant or Property Owner to conduct an inspection of the subject property. Staff will take photographs of the front yard setback area and other eligible items to document the existing conditions of the property before a Work Write-Up can be created. The Work Write-Up shall include the Applicant/Property Owner's eligible requests and Staff's property observations. Staff will review the Work Write-Up with the Property Owner and may recommend adding or deleting items depending on the proposed project's ability to meet program goals and priorities. The Applicant must review and approve the finalized Work Write-Up; the Community Development Director will have final approval on the project.

VI. PROJECT PROCEDURES

Once the Work Write-Up has been established and approved by the Community Development Director, the project process may begin. The applicant and contractor will sign contracts and work may commence. Program Staff will serve as liaison between the applicant and the Contractor. The City will facilitate each stage of the project process.

A. PROJECT BIDS

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

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

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

B. CONTRACTS & CONSTRUCTION

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

of the work write-up. An executed copy of the contract shall be furnished to the Property Owner, Contractor, and retained by Program Staff.

1. CONTRACTS

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

- i. The Contractor must begin work within ten (10) calendar days from the date given on the Notice to Proceed and will have 15 calendar days to complete the work.
- ii. Any contractor who does not begin or complete the work within the time frame specified in the contract may be assessed liquidated damages of \$100.00 per day for each day they run over the established completion date.
- iii. The Contractor may submit a written request for an extension due to extenuating circumstances beyond their control. The City of Hawaiian Gardens Community Development Director will deny or grant an extension in writing for a sufficient amount of time to complete the performance. If approved by the Community Development Director, the newly approved completion date must be approved by the Property Owner and documented in the application file.
- iv. Contractors may not request more than two (2) time extensions, unless extraordinary circumstances, as determined by Staff, justify a further request.
- v. If a Contractor requests a time extension, the Community Development Director is not required to approve the time extension; requests will be reviewed on a case by case basis. If it's determined that the Contractor cannot complete the rehab work in a timely manner, a new contractor may be hired to complete the project.

2. CONSTRUCTION

Staff will ensure high quality work is completed in a professional workmanlike manner, administration of the program is effective and efficient, and customer satisfaction is to the highest extent possible. Staff will periodically conduct site inspections during construction to monitor progress

and efficiency. The Contractor (or relevant sub-contractor) is responsible for scheduling all required inspections with the Property Owner or Tenant and/or Building Inspector. The Contractor shall guarantee the work as stipulated in the contract agreement. In addition, the Contractor shall furnish the owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

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

C. FINALIZING THE PROJECT

Upon completion of the work, a final inspection will be conducted by Staff and the Property Owner. The Contractor's presence is recommended but not required for the final inspection. Staff will take photographs of the work completed, verify that all permits have been properly processed, and ensure all work is up to the Property Owner and the Window Security Bar Removal Program's standards.

- The Contractor will submit the final invoice directly to the City of Hawaiian Gardens Staff. A copy will be provided to the participant.
- Payment for the work completed will not be issued until Staff verifies completion of all designated work and the applicant signs a Notice of Satisfaction, certifying that all work is completed to satisfaction.
- The City of Hawaiian Gardens will pay the Contractor directly for the work performed. Any expenses included in the contract that exceed the grant amount will be the responsibility of the Property Owner; a cashier check or money order will be payable to the Contractor and kept by the City until the project is completed.
- In a situation where the Property Owner refuses to approve the completed work, they must file a written complaint to the City of Hawaiian Gardens Staff within ten (10) business days of when the Notice of Satisfaction is issued. Failure to file a written complaint within the specified timeframe shall indicate acceptance of the work and the Contractor will be paid in full.

VII. CONTRACTOR REQUIREMENTS

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

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

To qualify as a procured contractor for the Security Bar Removal Program, the Contractor must have:

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

A. INSURANCE REQUIREMENTS FOR CONTRACTORS

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

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

B. CONTRACTOR TERMINATION

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

VIII. ADDITIONAL INFORMATION

A. APPEAL PROCEDURES

1. In the event that a problem arises between Staff and an applicant, and it cannot be resolved to the satisfaction of the applicant, then the following process shall be available to resolve such problems:
 - i. The applicant may appeal in writing to the City Council within 10 days following written notification from Staff that a problem that will materially affect the applicant's rehabilitation application has been identified. A filing fee will be required per the established Commission resolution.
 - ii. Applicant shall be allowed to present all pertinent facts to the City Council that may have a bearing on the issue to be resolved.
 - iii. The decision of the City Council shall be final.

B. PROGRAM MONITORING AND EVALUATION

1. All elements of the Program will be monitored and evaluated statistically and programmatically.
2. In order to provide the members of the City Council with information of the progress of the program, basic data will be maintained on the number of applications received, activities undertaken, applications approved, payments made, and any other relevant data required by the Board. A regular monthly report will be provided which includes financial balances and disposition of all applications.
3. At the City Council request, the City Manager will conduct an evaluation with written findings presented to the Board. Applicants and Contractors will be interviewed to determine the following:
 - i. Has the program benefited Property Owners, Tenants, and the neighborhood in general, and has it met the established goals and objectives?
 - ii. What problem areas exist, if any, and how the program should be modified to address identified problems?
 - iii. Have funding levels or other financial restrictions impeded the realization of the program goals and objectives?

C. PROGRAM AMENDMENTS

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

D. EQUAL OPPORTUNITY

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

IX. GLOSSARY

- i. **Staff:** Staff means all the people employed by a particular organization. For the City of Hawaiian Gardens Public Housing Authority Staff includes:
 - 1. Executive Director
 - 2. Community Development Director
 - 3. Housing Rehabilitation Supervisor
 - 4. Administrative Technician
 - 5. Housing Coordinator

- ii. **Property Owner:** Property Owner refers to an Individual or entity in possession of title for land, building, or other item. The owner must be on title and may be responsible for paying taxes in relation to the property.

- iii. **Restrictive Covenant:** A Restrictive Covenant is a covenant imposing a restriction on the use of land so that the value and enjoyment of adjoining land will be preserved.