COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CALIFORNIA 90012

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

TELEPHONE
(213) 974-2101

TELECOPIER
(213) 626-1812

May 2, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AGREEMENT TO PURCHASE
"TAX DEFAULTED SUBJECT TO POWER TO SELL" PROPERTY
SUPERVISORIAL DISTRICT 2 - AGREEMENT 2510
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor to sign the Purchase Agreement of "Tax Defaulted Subject to Power to Sell" property being acquired by the City of Hawthorne (public agency) pursuant to the Revenue and Taxation Code, with revenue to be provided to recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcel and any remaining tax balance to be cancelled from the existing tax rolls; and approve publication of the Purchase Agreement of "Tax Defaulted Subject to Power to Sell" property.

PURPOSE OF RECOMMENDED ACTION

The property described in the agreement may be sold in accordance with the provisions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code and with the policy adopted by Board action on November 24, 1970 as indicated on Attachment "A". Exhibit "A", attached to each agreement, indicates the legal description and selling price of the parcel.

Upon approval, the enclosed agreement and copy are to be signed by the Mayor and returned to the Tax Collector for transmittal to the State Controller for further approval. County Counsel has approved the agreement as to form.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of this agreement is in accordance with the Countywide Strategic Plan Goals of Fiscal Responsibility and Collaboration Across Jurisdictional Boundaries. Delinquent property taxes and costs are recovered, and limited-use parcels are identified for appropriate public purposes.

JUSTIFICATION

The Chapter 8 Agreement sale procedure permits eligible public agencies to acquire "Tax Defaulted Subject to Power to Sell" properties without the necessity of a public auction. The property described in this letter will be acquired by one public agency. The agreement is with the City of Hawthorne, which intends to utilize this property for rehabilitation and sale to qualified low and moderate-income household.

FISCAL IMPACT/FINANCING

Revenue will be provided to the County for apportionment among the affected taxing agencies, which will recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcels. Any remaining tax balance will be cancelled from the existing tax roll.

Existing appropriation is available in the current Treasurer and Tax Collector 2005/2006 Budget for publication costs. Publishing, in accordance with Section 3798 of the Revenue and Taxation Code, is the most cost-effective method of giving adequate notification to parties of interest.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Chapter 8 Agreement sale procedure permits eligible public agencies to acquire "Tax Defaulted Subject to Power to Sell" properties pursuant to Section 3791, et seq., of the Revenue and Taxation Code.

Attachment "B" is a summary of the public agency's purchase. This attachment indicates the affected Supervisorial District and the public use for which the property is being acquired. Moreover, we have included copies of the relevant sections of the Revenue and Taxation Code pertaining to the Chapter 8 Agreement sale for your

information. County Counsel has approved the agreement as to form. Attached to the agreement is the Assessor's parcel map showing the dimensions and general location of the affected parcel.

Efforts will be made to contact the owners and parties of interest to inform them of their tax liabilities and the provisions for the redemption of the property pursuant to Section 3799 of the Revenue and Taxation Code.

Section 3798 of the Revenue and Taxation Code mandates notice of agreements to be published once a week for three (3) successive weeks in a newspaper of general circulation published in the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not applicable.

CONCLUSION

Upon approval of the enclosed agreement form, the Department of the Treasurer and Tax Collector will need all original documents returned for submission to the State Controller, as the State Controller's Office has the final approval of this and all Chapter 8 Agreements.

Respectfully submitted,

MARK J. SALADINO
Treasurer and Tax Collector

MJS:DJD
MD:lpg
D: Hawthorne2510-050206

Attachments

c: Assessor
Auditor-Controller
Chief Administrative Officer
County Counsel

ATTACHMENT "A"

COUNTY OF LOS ANGELES
OFFICE OF THE TREASURER AND TAX COLLECTOR
HALL OF ADMINISTRATION
225 NORTH HILL STREET
LOS ANGELES, CALIFORNIA 90012

HAROLD J. ORTLY
TAX COLLECTOR

November 17, 1970

W. T. KIRWEL
CHIEF DEPUTY

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

173 NOV 24 1970

LARRY E. MONTEITH
EXECUTIVE OFFICER

Board of Supervisors
383 Hall of Administration
Los Angeles, California 90012

Gentlemen:

TAX AGREEMENT SALES

RECOMMENDATION:
That the Tax Collector be directed to review all requests for agreement sales pursuant to Chapter 8 of the Revenue and Taxation Code and recommend to the Board whether such requests should be approved in whole, in part, or denied.

That the Tax Collector is further instructed to review and recommend the price to be paid for such sales which price, in the absence of special circumstances, shall not be less than the amount necessary to redeem the property pursuant to Part 7 of Division 1 of the Revenue and Taxation Code.

EXPLANATION:
This office has recently completed a review of the policies currently in use with regard to the acquisi-

tion of tax deeded lands by taxing agencies under the authority of Chapter 6 of the Revenue and Taxation Code. This study showed that while present practices are in technical conformity with various statutory requirements, the $1 per parcel price has remained constant since October 19, 1943.

It is the opinion of this office that the continuation of this nominal price is no longer in the best interest of the County and the other involved taxing agencies. The sale for a minimal fee of properties charged with sizable tax deficiencies results in substantial revenue losses to the County and other agencies.

The nominal fee can also result in requests for acquisition without adequate attention given to actual need by the requesting agency. The result is the removal of additional property from the tax base. If resold later as surplus, the proceeds accrue only to the acquiring agency.

Very truly yours,

HAROLD J. OSTLY
TREASURER & TAX COLLECTOR

HJO:cm

cc: 1 Clerk of the Board
5 One for each Supervisor
1 Chief Administrative Officer
1 County Counsel
6 Communications

Attachment "B"

SUMMARY OF PUBLIC AGENCY'S PURCHASE

SECOND SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2510

AGENCY

City of Hawthorne
Public Agency

Selling price of this parcel
shall be $24,434.00

Public Agency intends to utilize
this property for rehabilitation
for sale to qualified low and
moderate-income household

SUPERVISORIAL DISTRICT	LOCATION	PARCEL NUMBER	MINIMUM BID
2nd	CITY OF HAWTHORNE	4043-003-023	$ 24,434.00

AGREEMENT NUMBER 2510

CITY OF HAWTHORNE

SECOND SUPERVISORIAL DISTRICT

-4

CITY OF HAWTHORNE

Office of City Manager

4455 West 126th Street • Hawthorne, California 90250-4482

(310) 349 2910

DISTRICT # 2
AGREEMENT # 2510

December 12, 2005

Ms. Donna J. Doss, Assistant Treasurer and Tax Collector
County of Los Angeles Treasurer and Tax Collector
225 North Hill Street, Room 130
P. O. Box 512102
Los Angeles, CA 90051-0102

Re: Tax Defaulted Property Sale 2006 A

Dear Ms. Doss:

The City of Hawthorne is interested in acquiring two properties located within the city limits through a Chapter 8 Agreement.

The City of Hawthorne is a municipal corporation of the State of California. As such, the City is an entitlement community receiving Federal Community Development Block Grant and HOME Investment Partnership funds each year. HOME Investment Partnership funding is intended to provide housing assistance for low and moderate income people. Financial assistance can be provided for owner occupied as well as renter occupied housing. The primary objective of the City's program is to widen homeownership opportunities in the City for low and moderate income people.

The City is seeking to purchase:

1. 11542 South Van Ness Avenue
   Hawthorne
   APN 4057 006 020

   The City intends to use the acquire property to increase the supply of housing for sale to low and moderate income people. The City will rehabilitate the property to assure that it meets all building codes as well as Federal Housing Quality Standards. The City will then sell the property to a qualified low and moderate income family to be used as their principal residence. The City will have recapture provisions in place for a period of time to assure that the property remains available to low and moderate income people upon future resale of the property.

2. 4567 West 137th Street
   Hawthorne

RECEIVED
DEC 21 2005
JOHN MCKINNEY
SECURED PROPERTY TAX DIVISION

RECEIVED DEC 2005
S. Pedine

APN 4043 003 023

The City intends to use the acquire property to increase the supply of housing for sale to low and moderate income people. The City will rehabilitate the property to assure that it meets all building codes as well as Federal Housing Quality Standards. The City will then sell the property to a qualified low and moderate income family(s) to be used as their principal residence(s). The City will have recapture provisions in place for a period of time to assure that the property remains available to low and moderate income people upon future resale of the property.

If there are any questions, please contact Harold Roth, Director of Planning and Community Development at (310) 349 2975.

Sincerely,

Richard Prentice

Richard Prentice
City Manager

Application to Purchase Tax-Defaulted Property from County

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: City Of Hawthorne

2. Corporate Structure – check the appropriate box below and provide corresponding information:

   ☐ Nonprofit – provide Articles of Incorporation

   ☒ Public Agency – provide mission statement (If redevelopment agency, also provide agency survey map)

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing entity's corporate structure and the intended use of the parcel:

Category A: Parcel is currently scheduled for a Chapter 7 tax sale

☐ Purchase by tax agency/revenue district to preserve its lien

☒ Purchase by tax agency/revenue district to use parcel(s) for public purpose

☐ Purchase by nonprofit to use parcel(s) for low-income housing or to preserve open space

Category B: Parcel is ***not*** currently scheduled for a Chapter 7 tax sale

☐ Purchase by taxing agency for public purpose

☐ Purchase by State, county, revenue district or redevelopment agency for public purpose

☐ Purchase by nonprofit to use parcel(s) for low-income housing or to preserve open space

C. Property Detail

Provide the following information. If more space is needed for any of the criteria, consolidate the information into a separate document (e.g. Exhibit A) and attach accordingly:

1. County where the parcel(s) is located: County Of Los Angeles

2. List each parcel by Assessor's Parcel Number: APN 4043 003 023

3. State the purpose and intended use for *each* parcel: Rehabilitation of property then sell to low/moderate income household.

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer

Authorizing Signature	Title	Date
Richard Prentice	City Manager	03/08/06

AGREEMENT # 2510

X:Forms:SCO 8-16

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA HELD FEBRUARY 14, 2006.

Mayor/Chairman Guidi called the City Council, Community Redevelopment Agency and Parking Authority meeting to order jointly and concurrently at 6:00 p.m. in the City Council Chambers of the City Hall, 4455 West 126th Street, Hawthorne, California.

ROLL CALL-Present: Councilmembers Catano, Lambert, Parsons, Velez, Mayor Guidi.
Absent: None.

Darlene Love gave the evening's Invocation. Bud Schick led the Pledge of Allegiance.

Olivia Balentine of the Hollypark Homeowner's Association presented awards in acknowledgement to those that assisted their organization in 2005. Awards were based on personal assistance to the organization and were given to the following: Mayor Larry Guidi, Councilman Gary Parsons, Councilwoman Ginny Lambert, Councilman Louis Velez, Councilman Pablo Catano, Captain John Beerling, Lt. Wayne Salmon, Monica McClanahan, Public Work's Director Arnold Shadbehr, Mari Guerrero, City Manager Richard Prentice and City Treasurer Thierry Lubenec.

Mayor Guidi presented a video highlighting City happenings for the year 2005.

1.

Mayor Guidi recessed the City Council meeting to conduct a **closed session** Initiation of Litigation Against H&C Disposal Company pursuant to subdivision (c) of Section 54956.9 (1 potential case) Discussion/Action Item: Compliance with requirements of the Refuse Franchise Agreements. (Lambert)

Mayor Guidi called the City Council meeting back to order following recess with all Councilmembers present. He announced that the closed session was to discuss a closed session Initiation of Litigation Against H&C Disposal Company pursuant to subdivision (c) of Section 54956.9 (1 potential case) Discussion/Action Item: Compliance with requirements of the Refuse Franchise Agreements. (Lambert) It was announced that no action was taken.

After the closed session announcement, Councilmember Lambert requested the following for the record:

Councilmember Lambert: Mr. City Attorney, Mr. Mayor. That item was put on there by myself and it was put on because we discovered over the weekend that the supplier that we were using for picking up trash, H&C, had a suspended permit by the state of California. In other words, they were not allowed to do business in the state of California. So I left this closed session on here to see if anything would change and in fact it appears it has changed. The corporation is now, how do you say that Mr.?

City Manager Prentice: In good standing.

Councilmember Lambert: In good standing. Thank you very much. They are in good standing now. And there was one issue that they have not complied with yet, but there were no agreements in the back and I'm allowed to say that out here now. There was no agreement to take any action even though they have not complied with the requirement to have a bond. They have not complied with that yet. They are in the process of trying to get the bond again, right? Is that correct?

City Attorney Shishido: That is correct. That's the performance bond.

Councilmember Lambert: Performance bond. So at the present time we'll just sit tight and see what we do. And those of you who were here last Thursday, we had a quick meeting, an executive meeting and H&C was given three months to negotiate with us to pay back the balance that they owe us which is, it's over a million, 1.2 million or 1.4 million. I don't know what it is right now, but they do owe us a considerable amount of money. They have three months to find out how they're going to pay us back. And that's the end of the closed session, okay. Thank you.

Under Discussion/Action Items:

Councilmember **Lambert** congratulated Mayor Guidi on the State of City Address.

Councilmember **Lambert** announced that VFW Post #2075 is celebrating their 75th Anniversary on April 1st at 5 pm.

Councilmember **Lambert** announced that Cindy Macha is planning another Air Faire scheduled for August 12th.

Councilmember **Lambert** received a letter from Jackie Sullivan, a Councilwoman in the City of Bakersfield, who is promoting for all city halls across the nation to display the national motto of "In God We Trust". Councilmember Lambert asked for the concurrence of the Council. Councilmember Lambert requested a resolution for the next Council meeting. The City Attorney requested that the City Council would take a vote after Oral communications.

Councilmember **Catano** congratulated Mayor Guidi on the State of the City address and thanked the Chamber of Commerce, city staff and all those who worked to put it together.

Councilmember **Catano** attended the grand opening of Diamond Nails, a state of the art facility at 120th and Crenshaw.

Councilmember **Parsons** announced that Assemblyman Jerome Horton is presenting a tax seminar at the Memorial Center on February 18th from 10 am to 3 pm.

Councilmember **Parsons** announced that Walgreens open their doors on February 21st at Prairie and Rosecrans.

Councilmember **Parsons** announced that the Western Museum of Flight will celebrate Black History Month on Saturday, February 18th from noon to 3 pm.

Councilmember **Parsons** asked if there was any objection on the City auditing all the haulers to make sure they are in full compliance.

Mayor **Guidi** presented petitions to the City Attorney to look into permit parking in the Bodger Park area.

Mayor **Guidi** thanked Sgt. Tomatani and Lt. Ishi for the follow-up work they do regarding trucks and commercial vehicles that park on the boulevard.

Mayor **Guidi** stated that due to State and Federal budget cuts, fees will no longer be waived for organizations.

Councilmember **Velez** congratulated Mayor Guidi on the State of the City address and thanked everyone who participated in making this event possible.

City Treasurer **Lubenec** attended the Diamond Nails grand opening and the State of the City Address.

City Clerk **English** attended the Century Housing luncheon and the State of the City Address..

City Clerk **English** attended the VFW Post #2075 Registration and Information Fair and announced that they are still looking for veterans who have yet to register with the V.A. between the ages of 20 and 29.

Under appointments to serve on Commissions and Boards/Action Discussion Item:

Mayor Guidi moved, seconded by Councilmember Lambert that **Norm Morton** be re-appointed to the Parks and Recreation Commission.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez, Mayor Guidi.
NOES: None. ABSTAIN: None.

Nominations for persons to serve on boards:

Centinela Youth Services

Mayor Guidi moved seconded by Councilmember Velez to keep Mayor Guidi as the Delegate and Darlene Shima as an Alternate to the **Centinela Youth Services**:

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez, Mayor Guidi.
NOES: None. ABSTAIN: None.

City Selection Committee (Ad Hoc of League of California Cities).

Mayor Guidi moved seconded by Councilmember Velez to keep Councilmember Parsons as the Delegate and Councilmember Lambert as the Alternate to the **City Selection Committee** Ad Hoc of League of California Cities.

County Sanitation District No. 5

Delegate: Larry Guidi (must be the Mayor)
Alternate: Ginny Lambert

Independent Cities Association (ICA)

Delegate: Gary Parsons
Larry Guidi

Independent Cities Risk Management Authority (ICRMA)

Delegate: Ginny Lambert
Alternate: Dennis Hernandez

League of California Cities – Los Angeles County Division

Delegate: Gary Parsons
Alternate: Pablo Catano

South Bay Cities Association

Delegate: Ginny Lambert
Alternate: Louis Velez

South Bay Cities Council of Governments – JPA (ad hoc of South Bay Cities Association)

Delegate: Ginny Lambert
Alternate: Louis Velez

South Bay Corridor Steering Committee (ad hoc of South Bay Cities Association)

Alternate: Ginny Lambert
Delegate: Louis Velez

South Bay Regional Public Communications Authority Board of Directors (RCC)

Delegate: Larry Guidi
Alternate: Louis Velez

Southern California Association of Governments (SCAG)
Community, Economic and Human Development Committee

Delegate/Alternate: Pablo Catano

Southern California Association of Governments (SCAG)
Executive Committee

Delegate/Alternate: Pablo Catano

Southern California Association of Governments (SCAG)
Energy & Environment Committee

Delegate/Alternate: Pablo Catano

Southern California Cities Consortium – JPA

Delegate: Larry Guidi
Alternate: Ginny Lambert

Southern California Rapid Transit District

Policy Committee Representative of Corridor B

Delegate: Larry Guidi
Alternate: Gary Parsons

Technical Committee representative of Corridor B

Delegate: Richard Prentice

West Basin Water Association – Board of Directors

Delegate: Larry Guidi
Alternate: Ginny Lambert

Councilmember Catano moved seconded by Councilmember Parsons to ratify the representatives to various organizations/committees and boards and also ratified that Councilmember Catano be the Mayor Pro Tem.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez, Mayor Guidi.
NOES: None. ABSTAIN: None.

3.

Under oral communications, **Claudia Fishler**, 12700 Grevilea, announced that the Hawthorne library will close from February 17 to March 6 due to the county repaving the parking lot. If you receive a notice to pick up requested items at the Hawthorne library, they will be available at the Wiseburn library. **Darlene Love**, 2003 W. 115th St., stated that there is a problem with homeless and transients that have parked their shopping carts up against the church at 2506 W. Imperial Hwy. **Ferris Schick**, 3712 W. 147th St., stated that he fully supports the grounding of the helicopter. Spoke on ordinance 1841 and asked that why not just enforce the 72-hour time limit. **Jackie Clark** objects to the language on agenda item 15 that calls large motor vehicles a blight but on the other hand she lives in Bodger Park and gave thanks because there has been some enforcement of the 72 hour rule. **John Deichsel**, 14762 Bodger Ave., thanked the Council for listening to the RV owners and has noticed the changes. Doesn't like this ordinance as much as the old way of doing things, but it's definitely better than what was originally being contemplated. Also stated that the problem is not just owners that park on the streets but

homeless people who park and live in RVs. **Allen Richards**, 13828 Ramona Ave., wished everyone a Happy Valentines Day and invited Council and staff to attend the Ramona Neighborhood Association meeting on Thursday at 7 pm at Ramona School. Received a call from a polltaker asking such questions as whether the council was doing a good or bad job for the city and whether in favor or against raising the current utility user tax. Speaking for the Ramona Neighborhood Association, stated that now that Air 55 is grounded, there is more graffiti in the neighborhood and more crime along Hawthorne Blvd. and in the Ramona tract. Since street signs were replaced and raised 18 inches, it is harder to read them at night. Concerned about the lack of funding that would normally be received from the state and federal governments in order to balance expenditures for the next fiscal year and asked why have there not been public meetings to better understand the situation and give input on what they feel is needed to be kept. **Shannon Gossett**, 1822 Hauser Blvd., read a letter that was previously sent to the Mayor in December regarding her termination.

John Artz, 12400 Wilshire Blvd., #500,Los Angeles, 90025 (Attorney for S&W Towing Company) I'm addressing the Council tonight on behalf of John Germain and S&W Tow and with respect to the purported termination of his contract for towing and storage. Just by way of background, I've been a practicing attorney 34 years and I've taught at Pepperdine Law School, outside as a judge ProTem. I was the attorney that defended John Germain in the criminal charges. I am intimately aware of the background of what's happened with S&W Tow and as the Mayor has pointed out tonight, this is a very serious issue involving a serious resource that's called money. All right, so we have to look at what's happened and what's happened is that I'm holding a copy of a letter dealing with the termination of the contract to provide those services and the basis as stated in the letter is that S&W tow and its employees did not abide by and comply with all laws affecting S&W tow in connection with... what? In connection with services rendered under the contract. So the city council in trying to either ratify or otherwise deal with this termination of the contract needs to understand there's a valid contract and the contract, the language of the contract controls. We've just seen the city of Anaheim go off on a tangent in which they tried to sue with respect to the ballpark and the naming. And in that language, the language as it will in this case control. The language in that case was can the owners of the ball team call it the Los Angeles Angels of Anaheim and the language said well, the name must include the name Anaheim. So I'm going to direct the city council to what the language is that relates to the termination or purported termination. The language of the contract says as follows and I'm holding a document. It's a city contract. There's an amendment to it, but this is the controlling language in which this termination of contract must be made by if at all. And it says that the contract is for the need of vehicle towing, storage and related services. Those are the key words. And when you get to related services, I point you out to the contract because as stated, it's the services enumerated below. So you can read what they are, but they're basically related service to towing and storage. Okay, maybe it's a jumpstart. Maybe it's a battery. Maybe it's an unlock. Maybe whatever you want to say related storage is, but the contract speaks for itself. The contract does not say that the city of Hawthorne can terminate S&W Tow if John Germain or S&W Tow breaks a law. It doesn't say that. It says that if John Germain doesn't comply with all laws affecting or S&W Tow. All laws affecting in connection with services rendered. So we have to then talk about what is the status of S&W Tow and John Germain legally also. Currently, they've entered a plea of guilty. And by the way, I've read the press and the press paints this terrible picture. The true facts are as to the first paragraph, I'll just give an example. The first paragraph of the letter of the city attorney refers to a penal code 127 subordination of perjury with respect to Sally Krumans. That document that Sally Krumans filled out was a vehicle vessel transfer form. The price paid according to testimony was $300 on a car owned by S&W Tow. The price put down on the form was $100. The difference for DMV taxes is maybe $5 to $10 and quite frankly, the testimony of the people from DMV was that they base their DMV charges on an application 343, which is a different document than the transfer form. I point this out because the law was clear. Chief Port and others, under his direction, came and filed an action. They filed a search warrant. They did so under the theory that auctions are required for lien sale vehicles. The statute doesn't say that. The case law doesn't say that. The DMV lien folks that came and testified at the behalves of the prosecution didn't say that. That's what the evidence is. And the judge stated in chambers, auctions are not necessary. And furthermore, it's compounded when we get into bad faith. If there's going to be litigation, let's talk about it and be frank right now. If the city chooses to terminate this contract and if litigation goes forth, hey that's your choice. But if you do, there's going to be bad faith brought forth with respect to the following issues. The city of Hawthorne, and it's documented in part in this letter I've given today and I'm going to state to the city council, you received the letter and I worked on it over the weekend and yesterday and I delivered it this morning. I have extra copies here today. I'm also going to suggest that the council, city attorney and others table the termination and discuss it because it's a really serious issue. So I suggest, as number one I want to ask any questions that the city

council may have, but I also want to point out the following. All though there's pleas entered, there is no judgement. There is no conviction. I point that out because the city...yes sir?

Mayor Guidi: No, there telling me that it didn't chime or go to yellow. It's not working and we have like a five minute limit, so I'll give you a couple more minutes to finish up so they can figure out what's wrong. I'll give you two more minutes. Is that fair?

Artz: Ah, it is. In any event, my analogy to the city ordinances and I point them out. The city ordinances talk about in the event of a quote conviction. There is no conviction. There's a plea of guilty. There's nine pleas of guilty. And they go through relatively minute conduct such as I point out $300 versus $100 and a vehicle vessel transfer form that has nothing to do with what's paid to DMV and more important to this city council to know. All the conduct - pleas to guilty doe not relate to any towing service or impound service or related service. The law is clear. When these cars go through lien, which they all did. These are the nine pleas I'm talking about. When these cars clear lien, the DMV expert and the evidence is crystal clear. S&W Tow owns those cars by operation of law. They can sell them. If they put the wrong amount on the vehicle form, it has nothing to do with the city. The city wasn't impacted financially. And it has nothing to do more importantly for this breach of contract with towing related services. Or impounding. So, I'd suggest to the city council and to the city attorney to take a look at my letter. I suggest that you stop this unlawful termination. I suggest that you consider the bad faith. The evidence was clear. They had sergeant Heffner and others told S&W Tow don't do auctions. Chief Port had to know that or else he turned his back on it when he decided that auctions were necessary. After S&W Tow for 25 years provided services for the Hawthorne Police Department not to come to S&W Tow and say hey by the way, we've decided that auctions are a good idea the lien sale vehicles also smacks of bad faith. I'm here tonight to suggest to you as I do in my letter, there's a way to resolve this. One, don't unlawfully terminate the contract because it is unlawful, the language controls. Two, if you want any other kinds of resolution such as evidentiary hold vehicles, if you feel that they're compromised, fine. We'll waive or give up those rites as to true evidentiary hold vehicles. As to litigation that is either pending or being threatened, we'll give that up but we want to keep the contract and we're entitled to keep the contract and we're very serious about it. If there are any questions or data that anybody wants, I'm happy to respond.

Mayor Guidi: Thank you, sir.

Attorney Artz: You're welcome.

John Germain: As my counsel stated, we've processed lien sale vehicles the exact same way for 30 years. Nine or ten years prior to contracting with the city and we contracted with the city exclusively since January 1, 1984. We've processed vehicles the exact same way the entire time. The basis for the warrant from the police department was the novel theory that an auction is a requirement of lien sale. It was proven in court in front of a judge to not be the case. An auction is not a requirement. So why wasn't the case over at that point? Very good question. Did anyone ever put us on notice of any of these policies that they wanted us to do? No. That was also stipulated in court. No one notified us verbally or written of any even suggestion of doing an auction. Not that an auction is required. We were never notified the city wanted an auction. The city was clearly aware of this. Many police officers bought these vehicles from us. There was nothing hidden. It was the same exact policy for 30 years and was proven to be legal and in full compliance. What did we do? When a buyer of an abandoned lien sale vehicle, because of financial hardship on their part, asked for a discount on the amount listed on the bill of sale, when they asked for that. We didn't care. It didn't matter to us. It wasn't used for our bookkeeping. They asked for it. They had to go to DVM and fill out an application for registration so we allowed, I allowed my people to do that. And for that I plead to six counts of perjury for signing, for allowing my people to sign a form under penalty of perjury. That's what I did. That was all we did. Were there any victims from anything S&W did? No, not one. There was not one complaint from anyone to cause the initial action of the police department. Not a single complaint. It came out through the course of the trial we have zero complaints for the department of motor vehicles, the governing agency of lien sales. Not a single complaint. During the time of the vehicles in question we processed over 11,000 records through S&W. Not one complaint with DMV. As of today, as we stand here right now, S&W is the highest ranked tow company with the Better Business Bureau. Today, after all of this, we're ranked higher than anyone in the South Bay. Any tow company. S&W has no pending civil suits, no pending actions from any other government agency. We're current on all fees, payments, taxes. We're in complete compliance with everything. Were there victims of this action by the police department? Yes. The city of Hawthorne city budget. As a

result of an intentional reduction in tow volume, my estimate is this intentional reduction in tow volume and the consequent city fees that we pay the city that have been audited for 23 years and to be found to be perfectly accurate at all times, it's cost the city over half a million dollars. Well over half a million dollars. There's been a lot of complaint about Air 55. If the police department had just simply not reduced tow volume, just that, just business as usual would of funded Air 55 and then contributed some to the city budget beyond that. Any other victims of this action by the city? All future customers of whatever new tow company is chosen. S&W had the lowest tow rates in the South Bay. It wasn't because we weren't as you well know we didn't request an increase. We weren't denied one, we never requested one. We were honoring the contract that we had with the city and that provided the lowest tow rates in the South Bay. Any tow company that steps into our place is going to raise the rates. And there is no facility within the city that can handle the city's volume, which means you're going to be contracting with a city with a tow company outside of the city with the inherit tax loss and the inherit loss of employees in the city. The substitute company that works with the city was in Torrance. At least a ½ an hour ride during rush hour to recover your car. The temporary company that they want to city wants to put in, the temporary company that you're looking at planning on with tonight, 45 minute drive during rush hour. It's a forty-five minute hardship for somebody recovering their car that was impounded in the city. There were a number of issues brought up by my counsel in regards to bad faith. I've all the faith in the world in the Hawthorne Police Department. I've worked with them 25 years. Many of them are my friends. To this day, I can call many of them my friends. There are a few that I can't say that about. There's been a lot of bad faith in here but S&W has complied with contract at every step of the way. Everything that we're supposed to do, we've done. Detectives involved with the investigation in this case threatened business associates of ours. If they continue to deal with us, they would be investigated. That's not normal police practice. We've been refused a hearing in regards to the termination by the city manager or the city attorney, I'm sorry. That appears to be in bad faith. No notice of any kind of the intention of the city to request auctions or anything along those lines. That's bad faith. Intentional reduction of tow volume, bad faith. There's no public safety reason to reduce the tow volume. The reason the police department, if you look at the website, the city of Hawthorne website by the police department. The reason they do check points, the reason they pursue unlicensed drivers to limit hit and run accidents. When we had an extremely unfortunate incident, a fatal hit and run recently November of 2005. Captain Beerling was quoted as saying and I'm paraphrasing, that's why we do checkpoints. Unfortunately the public safety division of the city quit doing checkpoints 14 months prior to that. Did that person did that teenager need to become a fatal hit and run statistic by a unlicensed driver? Maybe not. That's all I have to say. **Ronnie Manson** spoke on an incident at Eucalyptus Park two weeks ago involving taggers. **Frances Stiglich**, 11534 Gale Ave., requested a bus and a cafeteria for the senior center. .

No one else indicated a desire to be heard.

Mayor/Chairman Guidi ordered oral communications closed.

4.

Mayor/Chairman Guidi recessed the Community Redevelopment Agency, Parking Authority and Housing Authority meetings to conduct the meeting of the City Council.

5.

Councilmember Lambert moved, seconded by Councilmember Parsons, that the reading of the City Council minutes of the regular meeting of January 24, 2006 be waived and that they be approved and adopted.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez, Mayor Guidi.
NOES: None. ABSTAIN: None.

Councilmember Lambert moved, seconded by Councilmember Parsons, that the reading of the City Council minutes of the special meeting of February 2, 2006 be waived and that they be approved and adopted.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez.

NOES: None. ABSTAIN: Mayor Guidi.

Councilmember Lambert moved, seconded by Councilmember Parsons, that the reading of the City Council minutes of the special meeting of February 9, 2006 be waived and that they be approved and adopted.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez.
NOES: None. ABSTAIN: Mayor Guidi.

6.

Mayor Guidi moved, seconded by Councilmember Lambert, to waive full readings of resolutions and ordinances on February 14, 2006's agenda.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez, Mayor Guidi.
NOES: None. ABSTAIN: None.

7.

The City Clerk, Reyes English announced that this was the time and place to publicly receive, open and declare sealed bids for Rosecrans/Aviation Intersection Widening Program.

Public Works Department submitted declaration of publication, which was ordered filed.

Sealed bids were publicly opened and read from the following firms:

LOS ANGELES ENGINEERING	*$7,942,197.80*
SECURITY PAVING	*$8,665,170.00*
GRIFFITH COMPANY	*$5,987,122.00*
SULLY- MILLER CONTRACTING	*$7,395,717.00*
EXCEL PAVING COMPANY	*$7,033,574.00*

All bids were accompanied by a bidder's bond.

Mayor Guidi moved, seconded by Councilmember Parsons, that the bids be referred to staff for study and recommendation.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez, Mayor Guidi.
NOES: None. ABSTAIN: None.

8.

The City Clerk, Reyes English announced that this was the time and place to publicly receive, open and declare sealed bids for Hawthorne Airport Improvement Project.

Public Work Department submitted declaration of publication, which was ordered filed.

Sealed bids were publicly opened and read from the following firms:

ROYAL ELECTRIC	*$301,020.00*
RURAL ELECTRIC	*$234,946.00*

All bids were accompanied by a bidder's bond.

Councilmember Lambert moved, seconded by Councilmember Parsons, that the bids be referred to staff for study and recommendation.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez, Mayor Guidi.
NOES: None. ABSTAIN: None.

9.

City Clerk, Reyes English announced that this was the time and place for the public hearing Community Development Block Grant and HOME Investment Partnership Program funding for program year 2006, July 1, 2006 to June 30, 2007.

The Planning Department submitted declaration of publication, which was ordered, filed. No written communications were received.

Under oral comments, Mary Agnes Erlandson, Director of St. Margaret's Center in Lennox, pleaded for CDBG funding in order to continue helping needy families with rental subsidies.

Mayor Guidi ordered to close the public portion of the hearing. MOTION CARRIED.

10.

City Clerk, Reyes English announced that this was the time and place for the public hearing on Zone Text Amendment 2006ZA02 (Planning Commission Resolution No. PC 2006-04, amending Section 17.04.135 Definition - Building Height for Residential, Commercial and Industrial Buildings of the Hawthorne Municipal Code, CEQA Determination Categorically Exempt

The Planning Department submitted declaration of publication, which was ordered, filed. No written communications were received.

Mayor Guidi ordered to close the public portion of the hearing. MOTION CARRIED.

ORDINANCE NO. 1840. (1st Reading)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, AMENDING SECTION 17.04.135 OF THE HAWTHORNE MUNICIPAL CODE RELATING TO BUILDING HEIGHT DEFINITION.

Ordinance No. 1840 was introduced by title only by Councilmember Lambert.

11.

City Clerk, Reyes English announced that this was the time and place for the public hearing on Approval of Amendment to Final Consolidated Plan/Annual Action Plan for Program Years 2005 and 2004.

The Planning Department submitted declaration publication, which was ordered filed. No written communications were received.

Mayor Guidi ordered to close the public portion of the hearing. MOTION CARRIED.

Councilmember Lambert moved seconded by Mayor Guidi to approve Amendment to Consolidated Plan/Annual Action Plan for Program Year 2005 increasing the allocation of HOME funds for Tenant Based Rental Assistance, Project 27, by $260,000 and approval of Amendment to Consolidated Plan/Annual Action Plan for Program Year 2004 reducing the allocation of HOME funds from Multifamily Housing Rehabilitation, Project 22, by $260,000.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez, Mayor Guidi.
NOES: None. ABSTAIN: None.

12.

The City Treasurer submitted a financial statement regarding warrants.

Mayor Guidi moved, seconded by Councilmember Catano, that the following warrants, properly audited and signed, be paid.

Warrants Nos.: 186406-186550 : 353107-353530

Warrant Totals: $1,548,136.62 ; $2,050,554.49

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez, Mayor Guidi.
NOES: None. ABSTAIN: None.

Resolutions and Ordinances.

13.

ORDINANCE NO. 1838. (2nd Reading)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, AMENDING SECTION 1.22.010 OF THE HAWTHORNE MUNICIPAL CODE.

Councilmember Lambert moved, seconded by Councilmember Velez, that Ordinance No. 1838 be approved and adopted.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez, Mayor Guidi.
NOES: None.

14.

ORDINANCE NO. 1839. (2nd Reading)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, AMENDING SECTION 17.58.030 (C) OF THE HAWTHORNE MUNICIPAL CODE RELATING TO REQUIRED PARKING (INDUSTRIAL).

Councilmember Lambert moved, seconded by Councilmember Velez, that Ordinance No. 1839 be approved and adopted.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez.
NOES: None. ABSENT: Mayor Guidi.

15.

ORDINANCE NO. 1841. (1st Reading)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, AMENDING SECTION 10.36.190 OF THE HAWTHORNE MUNICIPAL CODE RESTRICTING THE PARKING OF LARGE MOTOR VEHICLES, INCLUDING RECREATIONAL VEHICLES AND HOUSE CARS, ON ANY PUBLIC STREET.

Ordinance No. 1841 was introduced by title only by Councilmember Lambert.

16.

ORDINANCE NO. 1842. (1st Reading)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, TO AMEND SECTIONS 5.10.72.100 AND 10.72.110 OF THE HAWTHORNE MUNICI PAL CODE RELATING TO LOITERING IN PARKING AREAS AND OBEDIENCE TO LAWFUL ORDERS.

Ordinance No. 1842 was introduced by title only by Councilmember Lambert.

The City Manager, Richard Prentice, presented the following agenda and requested approval of the indicated recommendations:

17.

Approve Request for a Bingo Permit for the Veterans of Foreign Wars Post 2075 for the year of 2006.

18.

Approve Ratification/Appointment to the South Bay Workforce Investment Board of Ms. Sandra Bourassa and Ms. Rebecca Mendibles.

19.

Approve the Agreement with Los Angeles County, for the purchase of two tax defaulted properties APN 4043-003-023 and APN 4057-006-020. The properties to be purchased and rehabilitated with HOME funds and sold to low/moderate income families.

20.

Approve Billiard Hall Permit Application - Lucky Billiards located at 14115 S. Crenshaw Blvd # 4-6 (Change of ownership) contingent upon approvals from the Planning Department, Building and Safety Department, Fire Department, Chief of Police, City Attorney and City Manager.

21.

Approve a six-month contract for interim towing services between the City of Hawthorne and Scotto Tow Company. Due to the termination of S&W Tow Company, the City Council approve hiring Scotto Towing Company as the interim tow company for the police department until the completion of the RFP process to obtain another tow company for the City of Hawthorne Police Department. Authorize City Manager to execute interim contract between the City and Scotto Tow Company, subject to City Attorney approval as to form.

Councilmember Lambert moved, seconded by Councilmember Velez, that Item No. 21 be approved.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Velez.
NOES: None. ABSENT: Mayor Guidi. ABSTAIN: Councilmember Parsons.

22.

Approve a six-month extension of Commercial Refuse Contract with five haulers as listed below:

1.- BFI Waste Systems
2.- Consolidated
3.- United Pacific/Gemini
4.- Universal Waste Services
5.- Waste Management

Councilmember Lambert moved, seconded by Councilmember Parsons to approve Item No. 22.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez.
NOES: None. ABSENT: Mayor Guidi.

23.

Approve Renewal of General Services Agreement with Los Angeles County and the City of Hawthorne and Authorize the Mayor to execute the Agreement on the City's behalf.

Councilmember Lambert moved, seconded by Councilmember Velez, that items 17, 18, 19, 20 and 23 of the City Manager's consent calendar be approved.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez.
NOES: None. ABSENT: Mayor Guidi.

Mayor Pro Tem Catano recessed the City Council meeting to reconvene meetings of the Community Redevelopment Agency, Parking Authority and Housing Authority.

Mayor Pro Tem Catano called the City Council meeting back to order following recess with all Councilmembers present except for Mayor Guidi who was excused.

24.

Approve Ratification of City Manager's January 24, 2006 letter to S&W Tow Company notifying S&W Tow Company that its contract is terminated as of February 10, 2006.

Councilmember Lambert moved, seconded by Councilmember Parsons to Approve Ratification of City Manager's January 24, 2006 letter to S&W Tow Company notifying S&W Tow Company that its contract is terminated as of February 10, 2006.

ROLL CALL-AYES: Councilmembers Catano, Lambert, Parsons, Velez.
NOES: None. ABSENT: Mayor Guidi.

25.

The meeting was adjourned at 8:00 p.m. in memory of Adam Benavidez.

Angie Reyes English

Angie Reyes English
City Clerk

Certified a true and correct copy

Monica Digiri
Deputy City Clerk

2/14/06

CITY OF HAWTHORNE
MISSION STATEMENT

The City is committed to providing a variety of housing types to meet the needs of all residents. Although the community is largely built-out, the City continues to encourage the development of a variety of housing types including mixed, use, second units and single-family and multifamily housing. In addition, through the use of homeownership programs, the City can increase home ownership opportunities for residents.

Preserving the existing housing stock, including maintaining the affordability of assisted rental units, is an important goal for the City. Through neighborhood and home improvement programs, the City maintains the condition of existing housing units. In addition, the City maintains affordability through the use of Section 8 vouchers and by preserving the affordability of assisted rental units.

The City is committed to addressing governmental constraints that hinder the production of housing. The City has already streamlined case processing and permit procedures. Given the limited amount of remaining vacant residential land in the community, the City plays an important role in promoting a range of housing types and removing any constraints to housing development.

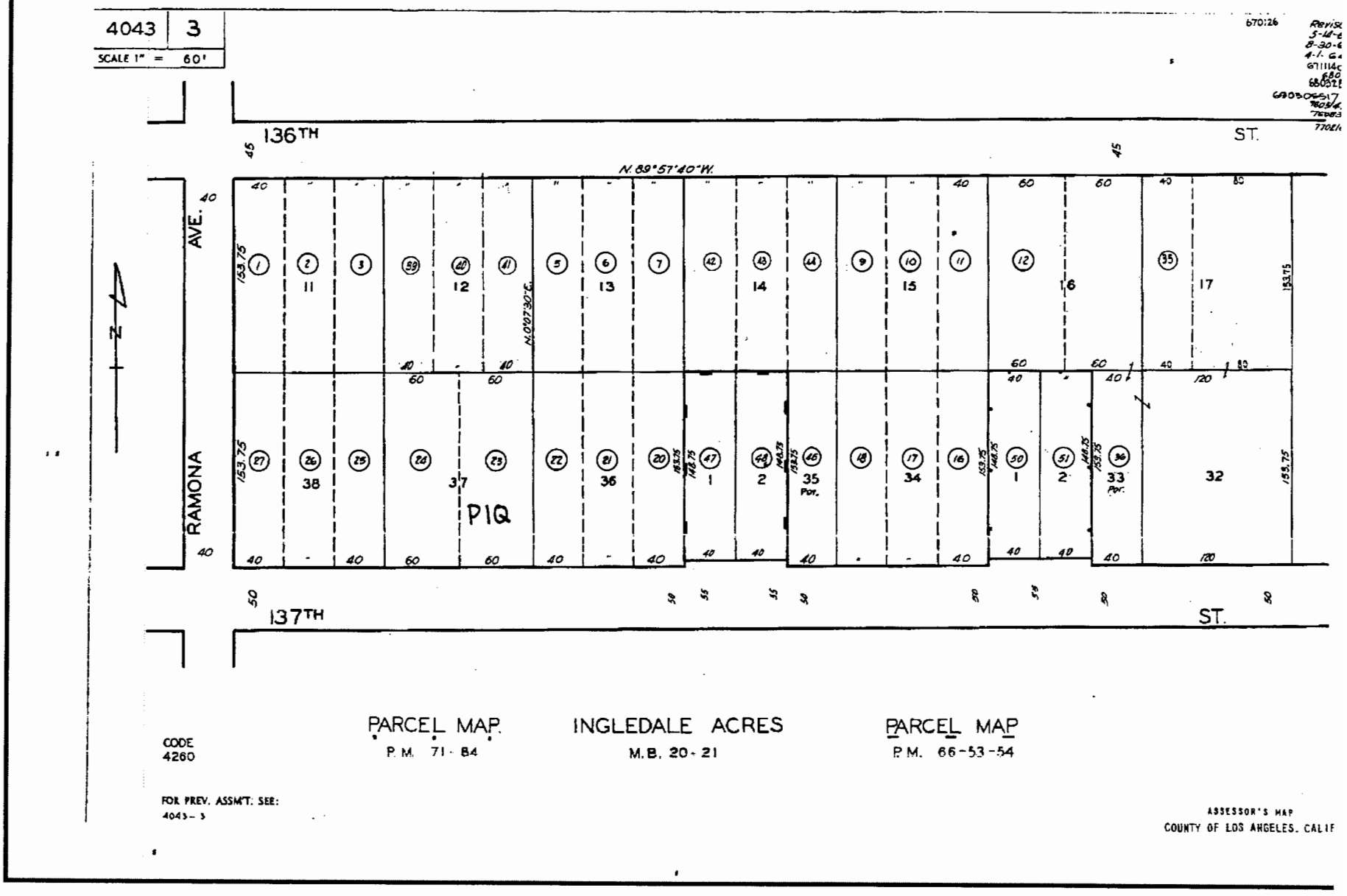
Meeting the housing needs of all residents of the community requires the provision of adequate sites for all types of housing. By capitalizing on the allowances of the current zoning code, or by modifying the code as necessary, the City will assure that an adequate amount of residentially zoned land is available.

In order to fully meet the community's housing needs, the City must assure that housing is accessible to all residents, regardless of race, religion, national origin, color, ancestry, marital status, familial status, sex or disability.

4043-003-023

View Enlarged Map | View Printing Instructions

County of Los Angeles: Rick Auerbach, Assessor



AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)

This Agreement is made this_____day of_____, 20__, by and between the Board of Supervisors of Los Angeles County, State of California, and the **CITY OF HAWTHORNE** ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provision of law.

It is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER.

2. That the PURCHASER agrees to pay the total purchase price listed for each real property described in Exhibit "A" within _14_ days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.

3. *That the PURCHASER agrees that the real property be used for the public use specified on Exhibit "A" of this agreement.*

4. That if said PURCHASER is a **TAXING AGENCY**, said agency would not share in the distribution of the payment required by this Agreement as defined by § 3791 and § 3720 of the Revenue and Taxation Code.

APPROVED AS TO FORM:

RAYMOND G. FORTNER JR.
County Counsel

By_____
Principal Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void only as it pertains to that individual parcel. This agreement shall also become null and void and the right of redemption restored upon the PURCHASER'S failure to comply with the terms and conditions of this agreement. Time is of the essence.

0§§3791, 3791.3 3793 R&T Code

ZIP: ID:Chptr 8 Pubagency form
Revised 6/24/03

The undersigned hereby agree to the terms and conditions of this agreement and are authorized to sign for said agencies.

ATTEST:
CITY OF HAWTHORNE

By_____

CITY MANAGER

(seal)

ATTEST:

Board of Supervisors
Los Angeles County

By_____
Clerk of the Board of Supervisors

By_____
Mayor of the Board of Supervisors

By_____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the city of **N/A** hereby agrees to the selling price as provided in this agreement.

ATTEST:

City of N/A

By_____
Mayor

(seal)

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

_____
Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this ___ day of _____, 20___.

By:_____, STATE CONTROLLER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On March 7, 2006 (Date), before me, Lisa J. Miller-Diaz (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Richard Prentice (Name(s) of Signer(s)),

☒ personally known to me
☐ 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.

LISA J. MILLER-DIAZ
Commission # 1499314
Notary Public - California
Los Angeles County
My Comm. Expires Jul 6, 2008

WITNESS my hand and official seal.

Lisa J. Miller-Diaz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Agreement to Purchase
Document Date: March 7, 2006 Number of Pages: Three
Signer(s) Other Than Named Above: ——

Capacity(ies) Claimed by Signer
Signer's Name: Richard Prentice
☒ Individual
☐ Corporate Officer — Title(s): ____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: City of Hawthorne

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SUPERVISORIAL DISTRICT 2
AGREEMENT NUMBER 2510

Revised
02/28/2006

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF ACQUISITION
CITY OF HAWTHORNE	1999	4043-003-023	$24,434.00*	REHABILITATE PROPERTY FOR SALE TO QUALIFIED LOW AND MODERATE-INCOME HOUSEHOLD

LEGAL DESCRIPTION

INGLEDALE ACRES E 60 FT OF LOT 37

*The purchase price quoted on this Exhibit "A" is a projection of the purchase price for a schedule of eight (8) months. If the agreement is completed in less time, then the purchase price will be decreased; however if the completion of the agreement is longer than this time, the price will increase accordingly

AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)

This Agreement is made this_____day of_____, 20__, by and between the Board of Supervisors of Los Angeles County, State of California, and the **CITY OF HAWTHORNE** ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provision of law.

It is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER.

2. That the PURCHASER agrees to pay the total purchase price listed for each real property described in Exhibit "A" within _14_ days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.

3. *That the PURCHASER agrees that the real property be used for the public use specified on Exhibit "A" of this agreement.*

4. That if said PURCHASER is a **TAXING AGENCY**, said agency would not share in the distribution of the payment required by this Agreement as defined by § 3791 and § 3720 of the Revenue and Taxation Code.

APPROVED AS TO FORM:

RAYMOND G. FORTNER JR.
County Counsel

By
Principal Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void only as it pertains to that individual parcel. This agreement shall also become null and void and the right of redemption restored upon the PURCHASER'S failure to comply with the terms and conditions of this agreement. Time is of the essence.

0§§3791, 3791.3 3793 R&T Code

ZIP: ID:Chptr 8 Pubagency form
Revised 6/24/03

The undersigned hereby agree to the terms and conditions of this agreement and are authorized to sign for said agencies.

ATTEST:
CITY OF HAWTHORNE

By _____
CITY MANAGER

(seal)

ATTEST:

Board of Supervisors
Los Angeles County

By_____
Clerk of the Board of Supervisors

By_____
Mayor of the Board of Supervisors

By_____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the city of **N/A** hereby agrees to the selling price as provided in this agreement.

ATTEST:

City of N/A

By_____
Mayor

(seal)

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

_____
Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this ___ day of _____, 20___.

By:_____, STATE CONTROLLER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On March 7, 2006 (Date), before me, Lisa J. Miller-Diaz (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Richard Prentice (Name(s) of Signer(s)),

☒ personally known to me
☐ 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.

LISA J. MILLER-DIAZ
Commission # 1499314
Notary Public - California
Los Angeles County
My Comm. Expires Jul 6, 2008

WITNESS my hand and official seal.

Lisa J. Miller-Diaz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Agreement to Purchase
Document Date: March 7, 2006 Number of Pages: Three
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer
Signer's Name: Richard Prentice

☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: City of Hawthorne

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SUPERVISORIAL DISTRICT 2
AGREEMENT NUMBER 2510

Revised
02/28/2006

EXHIBIT "A"

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INGLEDALE ACRES E 60 FT OF LOT 37

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